



AGENDA

SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, July 11, 2016
5:45 p.m.

Conference Room 303 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: Puget Sound Regional Council Executive Director

SHORELINE CITY COUNCIL REGULAR MEETING

Monday, July 11, 2016
7:00 p.m.

Council Chamber · Shoreline City Hall
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
(a) Proclamation of Parks, Recreation and Cultural Services Month	<u>2a-1</u>	
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
6. APPROVAL OF THE AGENDA		7:20
7. CONSENT CALENDAR		7:20
(a) Minutes of Regular Meeting of May 23, 2016	<u>7a1-1</u>	
Minutes of Regular Meeting of June 6, 2016	<u>7a2-1</u>	
Minutes of Special Meeting of June 13, 2016	<u>7a3-1</u>	
(b) Approval of expenses and payroll as of June 24, 2016 in the amount of \$6,634,819.35	<u>7b-1</u>	
(c) Motion to Authorize the City Manager to Execute a Grant Agreement with the Washington State Recreation and Conservation Office for the Twin Ponds Field Turf Replacement Project	<u>7c-1</u>	
(d) Adoption of Ord. No. 747 – Amending Chapter 13.14 of the Shoreline Municipal Code – Solid Waste	<u>7d-1</u>	
8. ACTION ITEMS		
(a) Adoption of Ord. No. 741 – Development Code Amendments	<u>8a-1</u>	7:20

9. STUDY ITEMS

- | | | | |
|-----|---|-------------|------|
| (a) | Discussion of Ord. No. 748 – Amending the Zoning Map at 1540 NE 175 th Street from Residential 12-units Per Acre (R-12) to Residential 24-units Per Acre (R-24)
<i>This Quasi-Judicial action has a closed public record and Council cannot accept public testimony on this item.</i> | <u>9a-1</u> | 7:45 |
| (b) | Discussion of Ord. No. 749 – Increase the Appropriations in the 2016 Equipment Replacement Budget | <u>9b-1</u> | 8:10 |
| (c) | Discussion of Res. No. 389 – Potential Levy Lid Lift Renewal | <u>9c-1</u> | 8:20 |

10. ADJOURNMENT

9:00

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

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

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

PROBLEM/ISSUE STATEMENT:

July is National Parks and Recreation Month. This is an opportunity to acknowledge the many parks and recreation partners and programs that provide facilities, programs, and opportunities to enrich the lives of local residents. Tonight, a family that actively participates in parks and recreation programs will accept the Proclamation.

The Barnes family has participated in and enjoyed Shoreline's parks and recreation programs for many years. Torrie Barnes is a regular in Spartan Recreation Center's weight room, John Barnes enjoys volleyball at Twin Ponds Park, Shilo is active in Shoreline's Loco Camp and ballet classes, Chastin participates in Shoreline's Youth and Teen Development programs, and True grew up in Kids Love Soccer and now participates in Shoreline's popular dance programs. The City is pleased that the Barnes family has agreed to receive the 2016 Parks, Recreation and Cultural Services Proclamation this evening.

Parks and Recreation Month also provides an opportunity to celebrate the many partners the City has in the community, including the Shoreline/Lake Forest Park Arts Council, King County Library System, Shoreline Historical Museum, North King County Little League, Richmond Little League, Hillwood Soccer Club, Shoreline Soccer Club, the Shoreline School District and the Dale Turner YMCA. All of these organizations plus several Shoreline businesses, working together, allow both youth and adults to choose a variety of recreation and cultural activities to develop skills and encourage healthier lifestyles.

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

RESOURCE/FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION

The Mayor should read the Proclamation and the Council will present the Proclamation declaring July 2016 as Parks, Recreation, and Cultural Services Month in the City of Shoreline to the Barnes Family.

ATTACHMENTS:

Attachment A - 2016 Parks, Recreation and Cultural Service Month Proclamation

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



PROCLAMATION

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

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

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

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

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

NOW THEREFORE, I, Christopher Roberts, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, declare July 2016 as Parks, Recreation and Cultural Services Month in the City of Shoreline.

Christopher Roberts, Mayor

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, May 23, 2016
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: None

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

Mayor Roberts led the flag salute. He announced that the Chamber's audio equipment is not working but the meeting is still being video recorded and will be available tomorrow for the public to view.

Upon roll call by the City Clerk, all Councilmembers were present.

3. REPORT OF CITY MANAGER

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

4. PUBLIC COMMENT

Steve Gillespie, Foster Pepper PLLC, said he is speaking on the behalf of Hidden Lake homeowners and expressed disappointment that the City is violating a contractual obligation not to maintain Hidden Lake. He explained that the initial agreement was with King County and that Shoreline assumed the contractual agreement when the City incorporated. He said he, and his clients, have sent letters to the City, but have not received a response. He asked to speak to a City Attorney with authority to make a settlement and then submitted documents.

5. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

6. CONSENT CALENDAR

Upon motion by Deputy Mayor Winstead and seconded by Councilmember Hall and unanimously carried, 7-0, the following Consent Calendar items were approved:

(a) Minutes of Regular Meeting of April 25, 2016

(b) Approval of expenses and payroll as of May 6, 2016 in the amount of \$1,169,373.61

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
4/10/16-4/23/16	4/29/2016	66082-66266	14347-14357	63355-63360	\$623,241.77
					<u>\$623,241.77</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
4/27/2016	1107	\$1,952.84
		<u>\$1,952.84</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
4/27/2016	63176	63176	(\$653.42)
4/27/2016	63260	63281	\$280,450.20
4/28/2016	63282	63297	\$5,396.22
4/28/2016	63298	63298	\$33,382.53
4/29/2016	63299	63299	\$6,250.00
5/4/2016	63300	63309	\$16,410.98
5/4/2016	63310	63335	\$99,745.50
5/4/2016	63336	63354	\$103,196.99
			<u>\$544,179.00</u>

(c) Adoption of Resolution No. 388 Adopting the 2017-2022 Transportation Improvement Program

(d) Motion to Authorize the City Manager to Enter Into the Kiosk Services Interlocal Agreement Between the City of Shoreline and the King County Medication Education and Disposal Project

7. COMMUNITY GROUP PRESENTATION

(a) Shoreline Solar Project

Maryn Wynne and Larry Owens, Shoreline Solar Project Co-Founders provided the presentation. Ms. Wynne thanked Deputy Mayor Winstead and Councilmember McConnell for sponsoring the presentation. She reviewed the purpose of the presentation and the benefits of solar power. She stated the answer to the question, “does solar really work in Shoreline”, is yes. Mr. Owens

reviewed how much sun is available in our region compared to other parts of the world and shared that the cost of solar technology is decreasing. He explained what solar energy is, how it works, presented solar projects, and provided examples of return on investments. He showed Councilmembers a solar panel manufactured in 1944 and said it demonstrates that investment in solar is worth it.

Ms. Wynne requested that July 23, 2016 be declared as NW SolarFest Day in the City of Shoreline and invited Councilmembers to attend the event at Shoreline Community College. She requested that they participate in a custom tour and workshop at City Hall, the Solarize Shoreline Program, and be solar advocates.

Deputy Mayor Winstead asked about making an investment in solar if a new roof is needed. Mr. Owens responded that it is generally better to wait, or move up the roof replacement.

Councilmember Salmon expressed appreciation for solar thermal. He commented that heating water from natural gas yields carbon emissions, and asked about the distinction between solar thermal and electric. Mr. Owens responded that the efficiency for solar thermal is higher, and said if you use a lot of hot water solar thermal is great; but the challenge is using all the heated water in the tank. He shared that the unused portion of electricity used to heat water is pushed back to the Utility. Ms. Wynne stated that using solar electric to power your vehicle also offsets greenhouse gas emissions.

Councilmember McConnell asked about the average return on investment. Mr. Owens responded that paybacks can take as low as 5 to 6 years. He shared incentives include a 30% tax credit, sales tax exemptions, and production incentives from the State. Ms. Wynne added that the Solarized Program is an individualized program.

Councilmember McGlashan asked what can be charged on a home Direct current (DC), and how long does it take to run out of hot water heated by solar thermal. Mr. Owens responded that there are inexpensive charging systems that can be purchased. He said the size of your tank determines how long it takes to run out of hot water and shared that your regular water heater serves as a backup. He said thermal will continue to add heat throughout the day while the sun is shining, and that gas and electric require more British Thermal Units (BTUs).

Mayor Roberts asked if Japan's and Germany's solar communities were mandated. Mr. Owens responded that they were highly incentivized to be sustainable and environmentally responsible, and they like the economic benefit of having lower utility costs.

8. STUDY ITEMS

(a) Discussion of Hidden Lake Alternatives

At 7:45 p.m. Mayor Roberts convened a 5 minute recess and reconvened the meeting at 7:50 p.m.

Randy Witt, Public Works Director; John Featherstone, Surface Water Engineer; and Mark Ewbank, Herrera Consultants Inc. provided the staff report. Mr. Ewbank provided background

on Hidden Lake, and explained that it was a fishing pond in the early 20th century and reestablished by King County in 1996. He said sediment issues require the lake to be dredged, which is an expensive endeavor. He recalled the Hidden Lake Feasibility Study performed in 2014, and reviewed the current status of the Lake, Alternatives Analysis, and outreach conducted by staff. Mr. Ewbank presented Alternatives to address the Lake are:

- Alternative 1 – Minimal Approach: Dam remains; a spillway modification will be carved to direct all flows over the dam protecting NW Innis Arden Way; smaller lake initially; eventually the lake will fill and channels will evolve into a lake bed; potential for invasive weeds; no fish passage improvements; and the least expensive.
- Alternative 2 – Wetland Floodplain: Dam and lake removed; creek channels on public and private property; native vegetation planted in lake bed; possible park upgrades; 25% of fish passage barriers removed; and higher cost than Alternative 1
- Alternative 3 – Forested Channel: dam and lake removed, single channel on public property; Innis Arden Way culverts replaced and other downstream restoration; 75% of fish passage barriers removed; native vegetation planted; possible park upgrade; and the highest cost of all three Alternatives.

Mr. Featherstone explained that there was consensus among staff, the Park/Tree Board, and the community supporting Alternative 3. He pointed out that limited Surface Water Utility Funds and a problematic time frame would make it difficult to implement Alternate 3. He said staff has developed and is recommending Alternative 4 – Phased Approach.

- Alternative 4 - Phased Approach consist of the following:
 - Phase 1: Remove Hidden Lake Dam and restore Boeing Creek within Shoreview Park; install park amenities, including trails and will address priority flooding risk due to sediment in-filling of Hidden Lake.
 - Phase 2: Remove three remaining major fish passage barriers on Boeing Creek and will provide maximum fish passage and habitat benefit along creek downstream of existing Hidden Lake Dam.

Mr. Featherstone said Alternative 4 maximizes grant opportunities and minimizes sedimentation risks. He reviewed Alternative 4 costs, and shared that staff will return to Council with an updated recommendation if grant funding cannot be secured in 2-3 years of Phase 1. He reviewed next steps are to pursue grant funding, monitor sediment accumulation, develop a design, obtain permits, and construct improvements within a 2-8 year timeframe.

Margaret King, City Attorney, addressed Steve Gillespie's, Foster Pepper PLLC, public comment, and said her office has had numerous conversations with him and that there has been email exchanged between him and the Assistant City Attorney. She said the City's position is that there are no contractual requirements with Hidden Lake property owners and that the City can move forward with its plans. She advised that the matter can be further discussed in Executive Session since Mr. Gillespie has stated he anticipates filing litigation against the City.

Councilmember Scully requested that an Executive Session be convened prior to the City Council taking action.

Councilmember Salomon expressed excitement about the project, and having it include removal of all fish barriers to open up the stream for salmon. He said he is optimistic about acquiring grant funding. He commented on the 8% slope in Alternatives 3 and 4, and asked if it will prevent fish from traveling upstream. Mr. Ewbank responded that it would not impede fish travel if they are not fighting against a uniform high velocity current. Councilmember Salomon commented that Alternative 2 retains Hidden Lake at a 1% slope, and provides protection for juvenile salmon. He expressed concern that these characteristics are not in Alternative 4. He noted that the City may need to move forward with a detention facility around the Community Renewal Area to help prevent scouring. He wants to make the river system complete and the best ecological function for salmon. Mr. Ewbank responded that micro holding habitats can be designed and it is better to have a broader floodplain with a slower velocity flow for fish travel. Councilmember Salomon asked if a broader flood plain can be built if the lower dams are removed, and if a floodplain can be added to Alternative 4. Mr. Ewbank responded that it is possible to have a broader floodplain and it could be added to Alternative 4, but it is a higher cost and involves a lot of work on private property.

Councilmember Salmon commented that the stream has natural shading and that after addressing fish passage, scouring, and creating a place to protect juvenile salmon, the stream can be restored to its original function. He then asked what the potential number of the return of adult salmon would be. Mr. Ewbank responded that the stream is shaded by a nice forest which is a good stream corridor habitat, and that historically fish populating that stream includes Coho and cutthroat trout, and that it is probably not large enough for Chinook salmon.

Councilmember McGlashan asked what happens if the dam is not removed, how steep the slope down to the Puget Sound is, and how far up the stream fish would travel to spawn. Mr. Ewbank responded that he does not have the slope data, but estimates it to be 3-5%, and fish would probably not go up as far as the man made stream to spawn. Councilmember McGlashan added that keeping the dam yields no benefit and said he supports Alternative 4.

Mayor Roberts asked about the cost for removing the Golf Course dam and grant funding. Mr. Ewbank responded that conservative cost estimates were provided for all the Alternatives and includes design, permitting, additional studies, and a 50% contingency. Mr. Witt explained risks associated with the Project and shared that exact costs have not been identified. Mr. Featherstone commented that the Project has been tested for securing competitive grant funding. Mr. Ewbank added that the long approach to restoration might take 10-20 years, that there is grant funding available. It is a very competitive environment and it may take multiple grants to finish the Project.

Councilmember McConnell commented that Alternative 4 is the best. She expressed concern about cost and questioned how the Project benefits the average citizen. She wants clarity regarding potential litigation and recommended taking a slow approach to maximize grant funding.

Councilmember McGlashan asked why not let the rivers naturally decide where they will go instead of channeling the old lake bed. Mr. Ewbank responded that channeling creates predictability and minimizes uncertainty.

Councilmember Hall stated he supports staff's recommendation, shared that it accounts for the whole system, and that the plan begins with the end in mind.

Ms. Tarry reiterated Council's support for staff's recommendation for a phased approach to first deal with flood reduction, to pursue grant opportunities, and to continue with Council's previous recommendation to cease dredging the Lake. She informed Councilmembers that a legal update will be provided in executive session.

Councilmember Salomon asked if Council is comfortable building in a place for juvenile salmon to hide. Councilmember Hall said Council should ensure that the goal of a fish friendly stream is met and recommended letting the professionals design the stream. Councilmember McGlashan agreed. Councilmember Scully agreed that the design should be done right for fish and said he supports staff's recommendation.

(b) Discussion of Ord. No. 745 - Amending SMC 8.12.500 Allowing the Sale and/or Consumption of Beer and Wine at Kruckeberg Botanic Garden

Eric Friedli, Parks, Recreations, and Cultural Services Director recalled that the City Council amended Shoreline's Municipal Code in 2012 to allow alcohol to be served at certain City sites. He shared that Kruckeberg Botanic Garden meets the criteria needed to allow alcohol. He explained that the Park Board held a public hearing and that notice letters were sent to adjacent houses. He then reviewed the five public comments received.

Councilmember Hall commented that he supports the proposal and that it makes sense at this location. He said parking and access to the site needs to be addressed, and he supports the provisions that requests for the application permit are considered and managed by the Director on a per request basis.

Deputy Mayor Winstead commented that the ability for Kruckeberg to host events where alcohol is served will assist them in becoming more self-sustained. She noted that the functions will be adult centered, and she also expressed concerns over parking.

Councilmember Salomon stated he supports the proposal.

9. ADJOURNMENT

At 8:50 p.m., Mayor Roberts declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, June 6, 2016
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: None

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

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

(a) Proclamation of Shoreline Schools Music4Life Month

Mayor Roberts read a proclamation declaring June, 2016 as Shoreline Schools Music4Life Month. David Endicott, Music4Life President and CEO, accepted the proclamation. Mr. Endicott informed Council that lovingly used refurbished instruments were distributed to Shoreline Schools today. He said it costs about \$160 to get one instrument repaired. He noted that in addition to used instruments, financial donations are also welcomed. He expressed that he loves serving the students of Shoreline and thanked the Council for their support.

3. REPORT OF CITY MANAGER

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

4. COUNCIL REPORTS

Councilmember McGlashan reported attending a Sound Transit Board meeting. He said amendments to ST3 were reviewed and that the King County Executive Council has subsequently voted to include them in the final ST3 Package. He is pleased that 145th Street and SR522 are included. He stated the majority of changes involved moving up timelines and that the final project is now scheduled to be completed in 2036 instead of 2041.

Councilmember Salomon announced that the Best Start for Kids Levy is accepting requests for innovative service provider proposals. He shared that King County is hoping for niche/specialty providers to apply.

Councilmember McConnell reported attending the SeaShore Transportation Forum Meeting and shared that she thanked members for their contribution in drafting a letter in support of the ST3 Package. She reviewed an I-405 Tolling Report identifying a traffic bottleneck between Bothell and Bellevue, and reported that more revenue has been received from the paid lanes than anticipated. She shared that the Washington State Department of Transportation is planning for a shoulder lane for traffic. Councilmember McGlashan commented that the ST3 Package allocated money to study shoulder lanes for transit.

Mayor Roberts reported attending meetings with Snohomish County Executive Dave Somers, South Snohomish Mayors, and various meetings about the ST3 Package.

5. PUBLIC COMMENT

Brad Lancaster, Shoreline resident, commented that he attended the State of City Event and discussed homelessness with a Shoreline City Councilmember. He expressed disappointment that the Councilmember lacked interest in his proposed statutory changes to address homelessness, although this Councilmember supported the Tiger Bay Village for the homeless in Daytona, Florida. He shared that home has different meanings to people and a solution needs to happen sooner than what it would take to build a Tiger Bay.

Janet Way, Shoreline Preservation Society, expressed concern that the OTAK contract is on the Consent Calendar and questioned if there has been a public discussion by the Council about the contract. She commented that citizens have raised questions about OTAK's work, and perceive it as inadequate. She also questioned how the wetlands, low impact development, and drainage will be addressed in the Surface Water Master Plan (SWMP).

Ms. Tarry responded that the contracts mentioned by Ms. Way were part of the budget adoption process which included several public meetings. She shared that the SWMP Update will address items referenced in Ms. Way's comments, and the \$18,000 amendment to OTAK's contract is to pay for studying all four 145th Street Subarea zoning scenarios and phasing as recommended by the City Council.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

Upon motion by Councilmember Hall and seconded by Councilmember Deputy Mayor Winstead and unanimously carried, 7-0, the following Consent Calendar items were approved:

- (a) Minutes of Regular Meeting of May 2, 2016 and Minutes of Special Meeting of May 9, 2016**
- (b) Authorize the City Manager to Execute a Professional Services Contract with Brown and Caldwell in the Amount of \$596,000 for the 2017 Surface Water Master Plan Update**
- (c) Authorize the City Manager to Amend Contract No. 7528 with OTAK, Inc. in the Amount of \$18,400 for the 145th Street Subarea Plan**
- (d) Adoption of Ord. No. 745 - Amending SMC 8.12.500 - Allowing the Sale and/or Consumption of Beer and Wine at Kruckeberg Botanic Garden**
- (e) Adoption of Ord. No. 746 - Granting a Franchise to Century Link to Operate a Cable System in the Public Right-of-Way to Provide Cable Services in the City of Shoreline**

8. STUDY ITEMS

- (a) Discussion of Ord. No. 741 - Development Code Amendments for the Light Rail System and Facilities Permitting Process and Applicable Regulations

Rachael Markle, Planning & Community Development Director, explained that Ordinance No. 741 culminates the work on Development Code Amendments in preparation for Sound Transit's Light Rail Systems and permitting process. She reviewed the proposed amendments for SMC 20.20 Definitions; SMC 20.30.100 Applications; Special Use Permit (SUP); Decision Criteria for SUP; Supplemental Application Submittal Requirements; SMC 20.50.240(F)(6)(g) Utilities for Public Places; and Offsite Tree Regulations. She said Ordinance No. 741 is scheduled for adoption by the City Council on July 11, 2016.

Councilmember Salomon asked what the supplemental application submittal requirements are. Ms. Markle responded that a Construction Management Plan is defined in the Engineering Development Manual and includes staging areas, parking and noise during construction, haul routes, hours of construction, noise reduction, etc.; the Post Construction Parking Operational Management Plan includes contingency planning for the mitigation of parking impacts after the station opens and can include parking zones and signage; and the Access Assessment Report is similar to a Transportation Impact Analysis and studies bicyclists, pedestrians, paratransit, and getting transit to the Stations. Councilmember Salomon asked how the Access Assessment Report would differ from the 145th Corridor Study. Ms. Markle responded that it would involve compiling and comparing data from the Report and the Study and addressing any gaps. She then reviewed what would be included in the Accelerated and Standard Project and Permitting Process description submittal.

Councilmember McGlashan asked if there is language that indicates where utility supplies would be installed at stations, and if a certain section of the tree replacement language should read 8 feet instead of 6 feet. Ms. Markle responded that the provision is located in the Public Spaces Section of the Development Code. She said language can be added to have utilities connected to

plazas and she will make a note for the next iteration. She said the change in the tree requirement wording was to provide clarity.

Mayor Roberts asked if high capacity transit centers are already defined in the Code and if utility requirements should be applicable to all public outdoor/plazas. Ms. Markle responded that she will have staff check if it is already defined and said the Code was intended to apply to more than just Light Rail.

Councilmember Scully said he is impressed with the tree protection requirements. He recommends having a discussion about including restroom facility requirements in the Code. He asked if the building code requires restrooms and said he wants it specifically called out. Ms. Markle responded that the City could include it in design guidelines, add it to a special use permit, or address it in the agreement with Sound Transit. She added that the building code could also be interpreted to include restrooms.

Councilmember Hall asked if the City uses the International Building Code (IBC); if Shoreline has adopted anything to amend the IBC; if Sound Transit (ST) uses the IBC and if they have built restrooms at other stations. Ms. Markle replied that the City uses the IBC and has not amended it, and ST has built restrooms at the Airport Station.

Councilmember McGlashan commented that the concern is not over having public restrooms at the stations, but with restroom maintenance. Ms. Tarry added that local jurisdictions will be responsible for maintenance and operations of the restrooms. Deputy Mayor Winstead expressed concern over the cost of maintaining the restrooms, and said she would like to see financials.

Mayor Roberts asked staff to prepare an amendment to include restroom facilities.

Councilmember Hall agreed with looking at including restrooms but prefers that the amendment go back through the process of being reviewed by Sound Transit, the Planning Commission, and the community.

(b) Discussion and Update of the Capital Improvement Plan

Tricia Juhnke, City Engineer, reviewed how the Capital Improvement Plan (CIP) is developed, the adoption schedule, recent accomplishments, and the status of current projects. She announced delays on three projects, listed upcoming projects, and pointed out the City has four vacant Capital Project Manager Positions. She then reviewed the General Capital Fund, City Major Maintenance Fund, Surface Water Utility Fund, and Roads and Capital Fund. She said adoption of the 2017-2022 CIP is scheduled to take place with the adoption of the Annual Budget on November 21, 2016.

Councilmember Scully expressed concern about sidewalk and non-motorized projects and worries that not having them in the CIP makes the City ineligible for grant funding. He asked if Westminster Way and 155th Street should be reconsidered as a funding priority due to the significant changes to those locations. Ms. Juhnke replied that they are in the Transportation Improvement Plan (TIP) which makes them eligible for grants. The projects are then moved to the CIP after funding is secured. She explained that she is looking for Council's feedback

regarding the area at Westminster and 155th Street and on what the configuration should look like.

Councilmember Hall said he prefers using Real Estate Excise Tax (REET) for the City's grant match instead of the General Fund. He shared that the General Fund is the most flexible and can be used on anything, whereas REET cannot. He agreed that there is uncertainty at Westminster Way and shared it would be his lowest priority of the three projects listed. He stated his first priority is property acquisition on 145th Street, and his second is the North 185th Street Corridor. He expressed that additional unfunded projects do not need to have the funding accelerated and that the Greenwood intersection can be addressed when funding becomes available.

Deputy Mayor Winstead cautioned that the Westminster/155th Street intersection it is an important intersection and needs to be addressed.

Councilmember Salomon stated his priorities are 145th Street; 185th Street; and then Westminster Way.

Councilmember McGlashan asked for an update on the property at Westminster Way/155th Street. Ms. Tarry responded that the receiver indicated an agent is being secured to sell the property. Councilmember McGlashan stated his belief that Westminster/155th Street should remain on the list because it impacts the Community Renewal Area. He also said the Greenwood intersection is the best opportunity for a roundabout.

Councilmember McConnell said she believes that all three projects are priorities for the City and would not like to see any of them removed.

Mayor Roberts stated his first priority is the 145th Street Corridor and his next priority is 160th Street around Shoreline Community College.

9. EXECUTIVE SESSION

At 8:31 p.m., the Council recessed for five minutes. At 8:36 p.m., the Council recessed into an Executive Session authorized by RCW 42.30.110(1)(i) to discuss with legal counsel matters relating to agency enforcement actions, or litigation. City staff attending the Executive Session included Debbie Tarry, City Manager; John Norris, Assistant City Manager; Margaret King, City Attorney; Randy Witt, Public Works Director; Kendra Dedinsky, City Traffic Engineer; Rachael Markle, Planning & Community Development Director; and Scott McColl, Intergovernmental Program Manager. At 9:17 p.m. the Executive Session ended.

10. ADJOURNMENT

At 9:17 p.m., Mayor Roberts declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF SPECIAL MEETING

Monday, June 13, 2016
5:45 p.m.

Conference Room 303 - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: None

STAFF: Debbie Tarry, City Manager, John Norris, Assistant City Manager; Scott MacColl, Intergovernmental Program Manager; and Jessica Simulcik Smith, City Clerk

GUESTS: Lake Forest Park City Council: Mayor Johnson, Deputy Mayor Stanford, Councilmembers French, Phillips, and Wright
Lake Forest Park Staff: Pete Rose, City Administrator; and Frank Zenk, Public Works Director

At 5:50 p.m., the meeting was called to order by Shoreline Mayor Roberts and Lake Forest Park (LFP) Mayor Johnson. Everyone around the table introduced themselves.

Ms. Tarry said Shoreline is interested in learning more about LFP's capital project to improve the intersection at SR523 and Bothell Way and asked how Shoreline can assist. She noted the dinner meeting materials include the 145th Street Multimodal Corridor Study Preferred Design Concept which focuses on intersection improvements and lane jumps for transit. This concept uses practical design instead of full improvements, making them less costly to implement and requiring a lot less right-of-way acquisition. She said the challenge moving forward is dealing with ownership of the road.

LFP Deputy Mayor Stanford asked how conversations with the City of Seattle are going. Mr. MacColl replied that Seattle was focused on the 145th Light Rail Station and now they should be open to talking about the corridor. Both Ms. Tarry and Mr. MacColl noted it will be essential that the Mayor's Office engage in the conversation.

LFP Councilmember Phillips complimented the 145th Light Rail Station design work to accommodate non-motorized transportation, particularly the bridges alongside the I-5 overpass and at 147th Street. Mr. MacColl noted the City's partnership with the Washington State Department of Transportation (WSDOT) has been a good one and WSDOT is at the table helping with a solution.

Ms. Tarry identified an area the two cities could work together on would be supporting grant applications for projects that provide mutual benefit. Mr. MacColl concurred and added the cities could work together to support projects being scored by Puget Sound Regional Council.

LFP Councilmember Wright stated he is concerned with the amount of mode change that will occur at the 145th Light Rail Station, noting the design only includes two bus bays. He said the cities need to work together to address this. Mr. MacColl said the Environmental Impact Statement (EIS) planning process did not take into account Bus Rapid Transit (BRT) service, and Metro has recognized there are not enough bus bays. Ms. Tarry said staff will work with Sound Transit (ST) on these issues at their 30%, 60%, and 90% design public workshops.

LFP Deputy Mayor Stanford asked Shoreline if zoning changes made to the Southeast Subarea adjacent to SR522 include setbacks that would allow for future right-of-way improvements to accommodate bus lanes. Ms. Tarry said staff would look into this.

LFP Mayor Johnson said the intersection at SR522/SR523 is a key intersection. He said the cities in the North End Coalition were successful in getting candidate projects in the final ST Plan and the cities need to continue to work together to support north King County regional transit projects. He said Shoreline and LFP are connected through roads, stormwater runoff, children attending school, and shared police services, etc. It is important for the two cities to work together.

LFP Mayor Johnson and Deputy Mayor Stanford updated Shoreline on LFP projects that are of mutual interest. They announced they are finishing up their Strategic Plan, will be interviewing candidates to fill a vacancy on the LFP City Council, are working on a Safe Streets Study, and are focused on transportation, and healthy creeks. Deputy Mayor Stanford provided a recap on the Lyon Creek Flood Reduction Project. Mr. Frank noted the strong relationship LFP Public Works has with Shoreline Public Works and how projects benefit from it.

Councilmember Solomon announced the Shoreline Council recently decided to move forward with seeking grant funding to remove the Hidden Lake Dam. LFP Councilmember Phillips noted water quality issues affect both cities, as Ballinger and McAleer creeks share stormwater and pollutants entering it.

Mayor Roberts asked if any traffic modeling has been done to determine what light rail stations LFP citizens will drive to. Mr. Rose provided the traffic data he had available and noted the number of planned parking stalls does not adequately serve the estimated 6,000 passenger boardings per day. He said BRT is needed to get people out of their cars before arriving at the stations. Councilmember Hall said the cities will need to figure out how to keep traffic on Ballinger Way instead of cutting through neighborhoods.

Mayor Johnson shared his vision that creeks are cleaned up from Ballinger to Mountlake Terrace. He also reported LFP is working on a SR104 Corridor Study, and a Parks and Recreation Service Study. He noted the lack of park spaces and recreation opportunities in LFP and said they appreciate the partnership with Shoreline on arts and recreation. He said the former Shoreline Parks Director asked LFP to bring more LFP residents to the programs, and LFP has

delivered. Mayor Roberts said the partnership is great, as residents do not see jurisdictional lines but rather experience the entire area as their community.

LFP Councilmember French echoed the comments of his colleagues. He added that SR104 and SR522 are at their saturation levels and there is a lot of cut through traffic. SR104 is dangerous for pedestrians and bicyclists. LFP needs to work to find solutions and he looks forward to working together.

Councilmember McConnell stated she would also like to have more joint meetings, and noted the two cities work well together and should pitch each other's requests in the future.

Mayor Roberts updated LFP on Shoreline projects that are of mutual interest. He reported the Parks, Recreation, Open Space Master Plan is currently being updated and a lot of helpful feedback is being received. He noted the levy lid lift is set to expire in 2017 and the City's 10-Year Sustainability Committee recently recommended asking voters to renew the levy at \$1.48. He shared that several 145th Subarea zoning scenarios are currently being studied in the EIS and Council is scheduled to adopt the 145th Station Subarea Plan and Zoning Map in September 2016.

Both Councils discussed how land use decisions affect both cities, the effectiveness of Transit Oriented Development in conjunction with park and rides, the size and capacity of ST parking garages, and making it so people can leave their cars at home. LFP Deputy Mayor Stanford highlighted the challenge of getting people to leave their cars at home due to bus routes only running on SR104 and SR522. Councilmember French added that busses are also often full when they get to LFP. Mr. MacColl stated final ST language should consider parking management.

LFP Councilmember Wright pointed out usage of parking garages by non-transit users compound the parking problem. He noted options being discussed are access to garages with Orca card, and pay lots.

Ms. Tarry announced that after a several month closure to perform maintenance, the Shoreline pool reopened today. She said maintenance performed is expected to get the pool through another seven years but a long term plan will need to be discussed. LFP Mayor Johnson said LFP would like to be a part of those conversations.

At 6:40 p.m. the meeting was adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of June 24, 2016
DEPARTMENT:	Administrative Services
PRESENTED BY:	Sara S. Lane, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$6,634,819.35 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
5/8/16-5/21/16	5/27/2016	66449-66634	14368-14379	63602-63610	\$651,641.83
5/22/16-6/4/16	6/10/2016	66635-66826	14380-14389	63681-63686	\$477,405.43
					<u>\$1,129,047.26</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
6/1/2016	63389	63389	(\$500.00)
6/2/2016	63547	63555	\$18,219.07
6/2/2016	63556	63576	\$26,332.98
6/2/2016	63577	63582	\$687.38
6/2/2016	63583	63585	\$146,529.39
6/2/2016	63586	63601	\$230,916.96
6/9/2016	63611	63623	\$14,308.99
6/9/2016	63624	63643	\$217,913.41
6/16/2016	63644	63665	\$15,476.26
6/16/2016	63666	63680	\$57,214.74
6/22/2016	63687	63688	\$48,640.35
6/22/2016	63689	63689	\$989.75
6/23/2016	63690	63703	\$22,148.48
6/24/2016	63704	63729	\$4,480,218.50
6/24/2016	63730	63749	\$158,702.14
6/24/2016	63750	63769	\$66,288.22
6/24/2016	63770	63782	\$1,685.47
			<u>\$5,505,772.09</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
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Approved By: City Manager **DT**

City Attorney **MK**

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Obligate \$250,000 in State of Washington Recreation and Conservation Office Funding for the Twin Ponds Park Field Turf and Lighting Replacement Project
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Bethany Wolbrecht-Dunn, Grants Administrator Maureen Colaizzi, Parks Project Coordinator
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Staff is requesting that Council authorize the City Manager to execute an agreement with the State of Washington Recreation and Conservation Funding Board for \$250,000 in Recreation and Conservation Office (RCO) funding for the Twin Ponds Park Field Turf and Lighting Replacement Project.

As part of the 2006 Bond Levy, the Twin Ponds Park soccer field was converted to synthetic turf in 2008 and is at the end of its warranty period at the end of 2015. A 2014 assessment of the surface and lighting of the athletic fields at Twin Ponds Park indicated they are in need of replacement. The assessment report found the following issues:

- Current lighting levels are sufficiently below playable standards;
- The wood light poles are experiencing internal decay and are at the end of their useful life needing to be replaced with metal poles in the next two years;
- The synthetic field turf will be beyond its warranty period at the end of 2015 and in need of replacement by 2018; and
- The report recommended that the lights and the field turf be replaced during the same construction activity.

This project will fund the repair and replacement of synthetic turf fields and wooden light poles and light fixtures at Twin Ponds Park. The project will complete design in 2016 and constructed in 2017 and 2018

Staff applied for the competitive RCO Youth Activities Fund (YAF) in 2015 and was awarded the full amount requested of \$250,000. In accordance with the City's purchasing policies, Council authorization is required in order for staff to obligate grant funds exceeding \$50,000.

FINANCIAL IMPACT:

The project is listed in the 2016-2021 Capital Improvement Plan as “Turf and Lighting Repair and Replacement Project” for a total budget of \$2,042,500 (includes projects at Twin Ponds and Shoreline A and B). The total grant project is listed as \$1,659,787 for all eligible expenses, with \$250,000 coming from the YAF grant.

RECOMMENDATION

Staff recommends that Council authorize the City Manager execute an agreement with the State of Washington Recreation and Conservation Funding Board for \$250,000 in Recreation and Conservation Office (RCO) funding for the Twin Ponds Park Field Turf and Lighting Replacement Project.

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

Attachment A – RCO Project Agreement

Funding Board Project Agreement

Project Sponsor: Shoreline Parks & Recreation Department
Project Title: Twin Ponds Park Field Turf & Lighting Replacement

Project Number: 15-1337D
Approval Date: 11/18/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Shoreline by and through the Shoreline Parks & Recreation Department (sponsor), 17544 Midvale Ave N, Shoreline, WA 98133 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Shoreline will use this development grant to renovate approximately 2 acres of an existing synthetic turf field and lighting system within the 21.6 acre Twin Ponds Park located in Shoreline, WA. The primary outdoor recreation opportunity provided by this project is active recreation.

D. PERIOD OF PERFORMANCE

The period of performance begins on January 1, 2016 (project start date) and ends on January 31, 2018 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this development and renovation project, the sponsor's on-going obligations shall be for 20 years from the date of final reimbursement from RCO or the date RCO accepts the project as complete per the Project Agreement, whichever is later and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$250,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - YAF - Renovation	15.06%	\$250,000.00	State
Project Sponsor	84.94%	\$1,409,787.00	
Total Project Cost	100.00%	\$1,659,787.00	

G. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

None

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Maureen Colaizzi
Title: Project Coordinator
Address: 17544 Midvale Ave N
Shoreline, WA 98133-4921
Email: mcolaizzi@ci.shoreline.wa.us

RCFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVE DATE

This Agreement, for project 15-1337D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Shoreline Parks & Recreation Department

By: _____

Date: _____

Name: (printed) _____

Title: _____

**State of Washington, Recreation Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ /s/ _____

Date: July 20, 2015

Assistant Attorney General

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: Shoreline Parks & Recreation Department
Project Title: Twin Ponds Park Field Turf & Lighting Replacement

Project Number: 15-1337D
Approval Date: 11/18/2015

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or Project Agreement - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

applicant - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

application - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

C.F.R. - Code of Federal Regulations

contractor - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).

development project - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director - The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

equipment - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.

indirect cost - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

landowner agreement - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

maintenance project - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

maintenance and operation project - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

match or matching share - The portion of the total project cost provided by the sponsor.

milestone - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

pass-through entity - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C.F.R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).

planning (RCFB projects only) - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) - A project that results in a study, assessment, project design, or inventory.

pre-agreement cost - A project cost incurred before the period of performance.

project - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

RCO - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

reimbursement - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation project - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

RCW - Revised Code of Washington

RTP - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's

agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. Debarment and Certification. By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

- E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed; and
 8. Fiscal transactions are complete.
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.
- F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance. In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments. The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards. The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R. §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

- A. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. Income.
 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.
 - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. Use of income. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 1. The sponsor's matching resources;
 2. The project's total cost;
 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 5. Capital expenses for similar acquisition and/or development and renovation.
- D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. Procurement Requirements. If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
 1. Publish a notice to the public requesting bids/proposals for the project;
 2. Specify in the notice the date for submittal of bids/proposals;
 3. Specify in the notice the general procedure and criteria for selection; and
 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT

- A. **Discontinued Use.** Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. **Loss or Damage.** The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. **Requirements for Federal Subawards.** Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. **Requirements for RTP Subawards.** The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.** The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 1. The fund source;
 2. The percentage of the total costs of the project that is financed with federal money;
 3. The dollar amount of federal funds for the project; and
 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance

1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
2. State Acquisition Policies. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.

G. Hazardous Substances.

1. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 2. In a reasonably safe condition for the project's intended use.
 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

- B. Open to the public. Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Procurement of Recovered Materials. A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Required Insurance. The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. **Cost Principles/Indirect Costs for State Agencies.** Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site:<http://harvester.census.gov/facweb>
- C. **Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. **Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. **Drug Free Workplace Certification.** Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. **Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. **Lobbying.** The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. **Reimbursement Limitation.** If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. **Disadvantaged Business Enterprise Requirements.** Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. **Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE
Purchased Services 10% MBE 4% WBE
Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
 2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
 3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
 4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- L. **MBE/WBE Reporting.** In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
 2. \$3,000 or more is included for supplies; or
 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
 4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- M. **SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C.** Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
 1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.

- N. **Lobbying & Litigation.** By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
 Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
 Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sfllin_sec.pdf

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. **Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. **Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Administrative Conditions

1. **Cost Principles.** The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. **Audit Requirements.** The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. **Hotel-Motel Fire Safety Act.** Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. **Recycled Paper**
 - a. **Institutions of Higher Education Hospitals and Non-Profit Organizations.** In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. State Agencies and Political Subdivisions. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
 - d. State Tribal and Local Government Recipients. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. Part 30 Recipients. All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
 - b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

- 7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
 - a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
 - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.
- 8. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- 9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."
11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
 - a. Establish all sub-award agreements in writing;
 - b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
19. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
20. FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions. This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. Semi-Annual FEATS Performance Reports. The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - b. The reasons for slippages if the established outputs/outcomes were not met; AND
 - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 days after the end of each reporting period.

2. Final Performance Report. In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. Recognition of EPA Funding. Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. Copyrighted Material. EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. Peer Review. The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

- A. **DUNS and CCR Requirements**
 1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
 2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.
- B. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

- A. **Federal Finance Report (FFR).** Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at www.epa.gov/ocfo/finservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. **Reimbursement Limitation.** If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. **DUNS and CCR Requirements**
 1. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).** Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the sponsor is authorized to make subawards under this award, the sponsor:
 - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
 - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:

- a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
 - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - a. For Title IX obligations, 40 C.F.R. Part 5; and
 - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
 - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.

- a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf
- b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NJL 1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

SECTION 37. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

SECTION 38. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 39. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 41. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 42. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 44. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 45. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 47. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor: Shoreline Parks & Recreation Department
Project Title: Twin Ponds Park Field Turf & Lighting Replacement
Program: YAF - Renovation

Project Number: 15-1337
Project Type: Development
Approval: 11/18/2015

Project Metrics

Sites Improved

Project acres renovated:

2.00

Development Metrics

Worksite #1, Twin Ponds Park

Athletic Fields

Multi-purpose field development

Number of multi-purpose fields:

0 new, 0 renovated

We are only renovating one existing lighted field.

Number of multi-purpose fields with lighting:

0 new, 1 renovated

This note indicates that we are only renovating one existing lighted field.

General Site Improvements

Install lighting (general security)

Number of general security lights installed:

13

Site Preparation

General site preparation

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Milestone Report By Project

Project Number: 15-1337 D
Project Name: Twin Ponds Park Field Turf & Lighting Replacement
Sponsor: Shoreline Parks & Rec Dept
Project Manager: Kim Sellers

X	I	Milestone	Target Date	Comments/Description
X		Cultural Resources Complete	12/15/2015	RCO has completed cultural resources consultation with Native American tribes and the Department of Archaeology and Historic Preservation. No further cultural resource investigation is required at this time. DAHP Log No: 121515-02-RCFB
X		Project Start	01/01/2016	
		SEPA/NEPA Completed	02/29/2016	
		Design Initiated	05/31/2016	
	I	Progress Report Submitted	07/31/2016	
	I	Annual Project Billing	07/31/2016	
		60% Plans to RCO	10/31/2016	
	I	Progress Report Submitted	12/01/2016	
		Applied for Permits	12/31/2016	
		All Bid Docs/Plans to RCO	02/15/2017	
		Bid Awarded/Contractor Hired	03/01/2017	
	I	Construction Started	05/30/2017	
	I	Annual Project Billing	07/31/2017	
	I	Progress Report Submitted	07/31/2017	
		50% Construction Complete	08/31/2017	
		RCO Interim Inspection	09/30/2017	
		90% Construction Complete	11/30/2017	
		Funding Acknowl Sign Posted	11/30/2017	
		RCO Final Inspection	11/30/2017	
		Construction Complete	12/31/2017	
		Final Billing to RCO	12/31/2017	
		Final Report in PRISM	12/31/2017	
	I	Agreement End Date	01/31/2018	

X = Milestone Complete

I = Critical Milestone

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance 747 Mandatory Solid Waste Collection Chapter 13.14 Solid Waste Code
DEPARTMENT:	Public Works
PRESENTED BY:	Rika Cecil, Environmental Services Analyst
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On May 2, 2016, Council approved the 2017 - 2027 Comprehensive Solid Waste Collection Services Contract with Recology CleanScapes (RCS), which includes mandatory solid waste collection services for single-family residents in Shoreline.

Since there are no regulations in the Shoreline Municipal Code which address mandatory solid waste collection, code language was developed and discussed with Council on June 13, 2016. Per Council request, exception B was deleted from the draft code as shown in Exhibit A. Adoption of Ordinance No. 747, which is attached as Attachment A, will adopt the finalized mandatory code.

RESOURCE/FINANCIAL IMPACT:

While there is no financial impact to adopting mandatory solid waste regulations, implementation and enforcement of these regulations will require ongoing public outreach by RCS and the City's Environmental Services staff, starting in August this year. To support these efforts, EnviroIssues has been contracted for approximately six months to monitor and respond to telephone and email questions received by the City at an estimated cost of \$48,000.

RECOMMENDATION

Staff recommends that Council adopt Ordinance 747 Mandatory Solid Waste Collection Chapter 13.14 Solid Waste Code to implement mandatory single-family subscription to solid waste services.

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

BACKGROUND

During the 2015-16 Request for Proposals (RFP) process the option of mandatory collection for single-family residents was proposed, in order to keep solid waste service rates low, to support King County's goal of 70% recycling, to reduce the number of complaints from neighbors living near solid waste self-haulers, to maintain property values, and to promote public and environmental health, safety, and general well-being.

Given these benefits, mandatory solid waste collection for single-family residents was included in the 2017 – 2027 Comprehensive Solid Waste Contract with RCS, which Council discussed on April 18, 2016 and approved on May 2, 2016. The staff reports for these two Council discussions can be found at the following links:

- <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport041816-8a.pdf>
- <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport050216-8a.pdf>

Proposed solid waste code was subsequently developed to define the parameters and exceptions of mandatory solid waste collection. When staff discussed the proposed code with Council on June 13, 2016, Council requested that the policy, which allows single-family residents to self-haul to the Shoreline Transfer Station on an occasional basis be deleted from the code. This single revision to the code language was completed as shown in Exhibit A to this report. Adoption of Ordinance No. 747, which is attached as Attachment A, would adopt Mandatory Solid Waste Collection Chapter 13.14 Solid Waste Code.

RESOURCE/FINANCIAL IMPACT

While there is no financial impact to adopting mandatory solid waste regulations, implementation and enforcement of these regulations will require ongoing public outreach by RCS and the City's Environmental Services staff, starting in August this year. To support these efforts, EnviroIssues has been contracted for approximately six months to monitor and respond to telephone and email questions received by the City at an estimated cost of \$48,000.

RECOMMENDATION

Staff recommends that Council adopt Ordinance 747 Mandatory Solid Waste Collection Chapter 13.14 Solid Waste Code to implement mandatory single-family subscription to solid waste services.

ATTACHMENT

Attachment A: Ordinance No. 747
Exhibit A: SMC Chapter 13.14 Solid Waste Code

CITY OF SHORELINE, WASHINGTON

ORDINANCE NO. 747

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING CHAPTER 13.14 SOLID WASTE CODE TO THE SHORELINE MUNICIPAL CODE TO ESTABLISH A MANDATORY SOLID WASTE COLLECTION SERVICE FOR RESIDENTIAL PROPERTY.

WHEREAS, the City of Shoreline has broad authority under the Washington State Constitution, Article XI, Section 11, and State statutes, including Title 35A RCW, to enact regulations that the City Council determines are necessary and appropriate to promote public health, safety, and the general welfare within the City; and

WHEREAS, in Chapter 13.14 of the Shoreline Municipal Code, the City established regulations for the proper handling of solid waste within the City but gives residents the option of subscribing to solid waste service or disposing of it in some other way; and

WHEREAS, for public health, safety, and the general welfare, all solid waste materials should be properly collected and disposed of so as to prevent the harms associated with the accumulation and improper disposal of solid waste such as the harboring of vermin, the creation of odors, the spread of litter to adjacent properties, and other health and safety problems; the detriment to neighborhood quality; and the impact to the aesthetic values of the community; and

WHEREAS, the City Council has determined that a mandatory solid waste collection service will promote the public health, safety, and general welfare, and will be in the best interests of the City and its residents by preventing the harms arising from the accumulation of solid waste on residential property, and

WHEREAS, the City is served by a solid waste collection service so as to efficiently and economically provide for mandatory solid waste collection; and

WHEREAS, existing regulations relating to solid waste are in need of an update to reflect the mandatory solid waste collection service for all residential properties within the City;

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

Section 1. Chapter SMC 13.14 Solid Waste Code. SMC 13.14 Solid Waste Code is amended as set forth in Exhibit A.

Section 2. Severability. If any portion of this chapter is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other chapter or

any other section of this chapter.

Section 3. 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 on March 1, 2017.

PASSED BY THE CITY COUNCIL ON _____, 2016

Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Margaret King
City Attorney

Date of Publication: _____, 2016

Effective Date: _____, 2016

Attachment A - EXHIBIT A

ORDINANCE 747

MANDATORY SOLID WASTE COLLECTION

CHAPTER 13.14 SOLID WASTE CODE

Additions are shown in underline; deletions in strikethrough.

AMENDING SECTION 13.14.010 DEFINITIONS

1. “Asbestos-containing material” means any material containing at least one percent asbestos as determined using the method specified in Appendix A of Subpart F in 40 CFR Part 763, Section 1 unless it can be demonstrated that the material does not release asbestos fibers when crumbled, pulverized or otherwise disturbed.
2. “Authorized collection company” means the person(s) authorized by contract with the city, or by state law for wastes not included in such a contract, to collect garbage within the city consistent with the provisions of this chapter.
3. “Bulky items” include and are illustrated by such articles for household use as furniture, mattresses, box springs, television sets, stereos, and wardrobes not exceeding eight feet in length. Bulky items not used in households are not included, such as motor vehicles or hulks; car parts and tires; commercial machinery or equipment; lumber and building materials; or hazardous wastes.
4. “Cart” means a city contractor-provided 20-, 32-, 45-, 64- or 96-gallon wheeled cart suitable for household collection, storage and curbside placement of garbage, recyclable materials or yard debris.
5. “CFCs” or “chlorofluorocarbons” means a compound consisting of chlorine, fluorine, and carbon, also known as fluorochlorocarbon (FCC).
6. “City” means the city of Shoreline.
7. “City manager” means the city manager of the city of Shoreline or designee.
8. “City’s waste” means all residential and nonresidential garbage generated within the city, excluding unacceptable waste, hazardous waste, special waste, and materials intended for recycling.

9. “Compostables” means Yard Debris, including food scraps, separately or combined.

~~9~~ 10. “Composting” means the controlled degradation of organic waste yielding a product for use as a soil conditioner.

~~10~~ 11. “Construction, demolition and land clearing waste (CDL waste)” means waste comprised primarily of the following materials:

a. “Construction waste” means waste from construction of buildings, roads, or other structures. This may include, but is not limited to scraps of wood, concrete, masonry, roofing, siding, structural metal, wire, fiberglass insulation, other building materials, plastics, Styrofoam, twine, baling and strapping materials, cans and buckets, and other packaging materials and containers.

b. “Demolition waste” means garbage, largely inert waste, resulting from the demolition or razing of buildings, roads and other manmade structures. “Demolition waste” consists of, but is not limited to, concrete, brick, bituminous concrete, wood and masonry, composition roofing and roofing paper, steel, and minor amounts of metals like copper. Plaster (i.e., sheet rock or plasterboard) or any other material, other than wood, that is likely to produce gases or leachate during its decomposition process and asbestos containing materials are not considered to be demolition waste.

c. “Land clearing waste” means natural vegetation and mineral from clearing and grubbing land for development, such as stumps, brush, blackberry vines, tree branches, tree bark, mud, dirt, sod and rocks.

~~11~~ 12. “Contaminated soils” means soils removed during the cleanup of a remedial action site, or a hazardous waste site closure or other cleanup efforts and actions, which contain contaminants, but not at levels to qualify as hazardous waste. “Contaminated soils” may include excavated soils surrounding underground storage tanks, vector wastes (street and sewer cleanings), and soil excavated from property underlying industrial activities.

~~12~~ 13. “County” means King County, a political subdivision of the state of Washington, its successors or assigns.

~~13~~ 14. “Curb” or “curbside” means the area on the customer’s property and within five feet of the public street within which garbage, recyclable, and yard waste must be left for collection without blocking sidewalks, driveways, or on-street parking. If extraordinary circumstances preclude such a location for purposes of the collection of garbage, recyclable materials and yard waste, curbside shall mean an alternate location suitable to the customers, convenient to the authorized collection company’s equipment, and mutually agreed to by the parties.

~~14~~ 15. “Customer” means resident, property owner, tenant, or business owner that is a customer of the authorized collection company.

~~15~~ 16. “Detachable container” means a watertight metal or plastic container, not less than one cubic yard in capacity nor greater than eight cubic yards in capacity, equipped with a tight-fitting metal, plastic, or other city-approved cover, and capable of being mechanically unloaded into a collection vehicle. The term shall also apply to containers of other material of similar size when approved by the city manager.

~~16~~ 17. “Disposal site” means the areas or facilities where any final treatment, utilization, processing or deposition of garbage occurs. See also the definition of “interim garbage handling site.”

~~17~~ 18. “Drop-box container” means an all-metal container with 10 cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to customer’s site.

~~18~~ 19. “Garbage” means all biodegradable and nonbiodegradable solid and semisolid wastes, including but not limited to refuse (except for abandoned and disabled vehicles), yard debris, cold and bagged ashes, industrial wastes, swill, CDL wastes, and recyclable materials. The term “garbage” shall not include hazardous wastes (except sharps generated for personal use such as syringes, needles, and lancets, when contained in a City-approved container), infectious wastes, special category wastes, and special wastes.

~~19~~ 20. “Garbage receptacle” includes detachable container, micro-can, and garbage cart, which are rodent and insect proof. This may also include other forms of storage appropriate to the material in question that prevent seepage, contamination of soil, or surface or ground water, spreading due to animal or insect activity or weather conditions, odor, or any risk to public health or safety.

~~20~~ 21. “Hazardous waste” means any waste, material or substance that is:

a. Defined as hazardous by 40 CFR Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (RCRA) of 1976, 42 USC & 6901 et seq., as amended by the Hazardous and Solid Waste Amendments (HSWA) of 1984; the Toxic Substances Control Act, 15 USC & 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C or RCRA; and/or

b. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

~~21~~ 22. “Health officer” means the director of the King County department of public health or his/her designated representative.

~~22~~ 23. “Household hazardous wastes” means any discarded liquid, solid, contained gas, or sludge, including any material, substance, product, commodity or waste used or generated in the household, regardless of quantity, that exhibits any of the characteristics or criteria of hazardous waste set forth in Chapter 173-303 WAC, but is exempt according to federal, state, and county regulations. Specific household hazardous wastes which are prohibited from disposal as city waste include infectious wastes and sharps/syringes; nonedible oils; flammable liquids and solids including fuels, solvents, paint thinners, and degreasers; pesticides, including herbicides, insecticides and wood preservatives; fluorescent light bulbs; televisions; computers, monitors and laptops; cellular phones; appliances with CFCs; corrosive materials; PCB capacitors and ballasts; mercury (such as thermometers and mercury switches); vehicle batteries; hobby chemicals and artists’ paints; liquid paints; and any other material restricted by federal, state, and county regulations; provided, however, empty containers for household hazardous products may be disposed of as garbage.

~~23~~ 24. “Interim garbage handling site” means any garbage collection site that is not the final site of disposal. Community cleanup and yard waste collection event locations are considered interim garbage handling sites.

~~24~~ 25. “Large household appliances” includes appliances over one cubic foot in size but is not limited to refrigerators, iceboxes, stoves, washing machines, dryers, dishwashing machines, water heaters and air conditioners.

~~25~~ 26. “Litter” means garbage in the amount of one cubic foot or less which does not contain hazardous waste and is not an immediate threat to the health or safety of the public.

~~26~~ 27. “Micro-can” means a 10-gallon container made of plastic and supplied by the city’s solid waste provider.

~~27~~ 28. “Mixed paper” means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperboard packaging and other fiber-based materials meeting industry standards. Paper packaging combined with plastic wax or foil, tissue paper, paper towels and food-contaminated paper are excluded from the definition of “mixed paper.”

~~28~~ 29. “Person” means any governmental entity, or any public or private corporation, partnership or other form of association, as well as any individual.

~~29~~ 30. “Planting strip” means that part of a street right-of-way between the abutting property line and the curb or traveled portion of the street, exclusive of any sidewalk.

~~30~~ 31. “Public place” means all public property including, but not limited to streets, avenues, ways, boulevards, drives, places, alleys, sidewalks and planting (parking) strips, squares,

triangles, parks, and rights-of-way, whether open to the use of the public or not, and the space above or beneath the surface of the same.

~~34~~ 32. “Recycling” means transforming or remanufacturing waste material into usable or marketable materials for the use other than incineration or other methods of disposal.

~~32~~ 33. “Recyclable materials” means aluminum and tin cans, corrugated cardboard, glass containers, mixed paper, newspaper, recyclable plastic containers that have contained nonhazardous products, plastic films, polycoated cartons, and scrap metals. The term “recyclable materials” shall include motor oil and fluorescent bulbs that are properly packaged, set out for collection separately and not commingled with other recyclable materials.

~~33~~ 34. “Refuse” includes, but is not limited to, all abandoned and disabled vehicles, all appliances or parts thereof, vehicle parts, broken or discarded furniture, mattresses, carpeting, all old iron or other scrap metal, glass, paper, wire, plastic, boxes, old lumber, old wood, and all other waste, or discarded material.

35. “Residential Property” for the purpose of this chapter means a single-family dwelling, a mobile home, or a multi-family residence containing no more than four (4) dwelling units such as duplexes, triplexes, and fourplexes located on a public or private road.

~~34~~ 36. “Small quantity generator hazardous waste” means any discarded liquid, solid, contained gas, or sludge, including any material substance, product, commodity or waste used or generated by businesses, that exhibits any of the characteristics or criteria of dangerous waste set forth in Chapter 173-303 WAC, but which is exempt from regulations as dangerous waste.

37. “Solid Waste Collection Services” means the collection by the City’s Authorized Collection Company of all garbage waste, recyclable materials, and compostables.

~~35~~ 38. “Special category wastes” means wastes whose disposal is limited by certain restrictions and limitations, as identified in SMC 13.14.170.

~~36~~ 39. “Special waste” means contaminated soils, asbestos, and/or other wastes that the county requires a waste clearance decision prior to acceptance.

~~37~~ 40. “Street” means a public or private way used for public travel.

~~38~~ 41. “Unacceptable waste” means all waste not authorized for disposal at the landfill or transfer station designated by the city, by those governmental entities having jurisdiction, or any waste the disposal of which would constitute a violation of any governmental requirement pertaining to the environment, health, or safety. “Unacceptable waste” includes any waste that is now or hereafter defined by federal or state law as radioactive, dangerous, hazardous or extremely hazardous waste.

~~39~~ 42. "Waste" means hazardous waste, household hazardous waste, small quantity generator hazardous waste, special category waste, special waste and unacceptable waste.

40 43. "Yard debris" means plant material (such as leaves, grass clippings, branches, brush, flowers, roots, wood waste, unflocked holiday trees) and debris commonly removed in the course of maintaining yards and gardens that do not exceed four inches in diameter and four feet in length. Bundles of debris shall not exceed two feet by two feet by four feet in dimension and shall be secured by degradable string or twine, not nylon or synthetic materials. Food scraps and compostable paper may be disposed of as yard debris. This term excludes rocks and loose soils; plastics and synthetic fibers; lumber; human or animal excrement; and soil contaminated with hazardous waste.

NEW SECTION SMC 13.14.035 Mandatory Collection – Residential Property.

Every person in possession, charge, or control of Residential Property shall be charged for a least the minimum level of Solid Waste Collection Service by the Authorized Collection Company at the rates specified in the Solid Waste Rate Schedule set forth in SMC 3.01.050 whether such person uses such service or not unless an exception applies as provided for in this chapter. Exceptions are as follows:

A. A Residential Property Customer may temporarily suspend Solid Waste Collection Service due to vacations or other reasons. Suspensions may be in one (1) week increments for an indefinite period of time. During the time of suspension, the Customer may be charged a standby fee as set forth in SMC 3.01.050 but only if the suspension period is greater than two (2) weeks.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance No. 741 - Development Code Amendments for the Light Rail Permitting Process and Applicable Regulations
DEPARTMENT:	Planning & Community Development
PRESENTED BY:	Rachael Markle, AICP, Director
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Based on Sound Transit’s latest schedule, permit review for construction of the light rail system in Shoreline will begin in 2016. In preparation for these permits, the Planning Commission and staff have been drafting amendments to the City’s Development Code, SMC Title 20, to address unique aspects of this project. These amendments are designed to provide the City with the ability to reasonably regulate the light rail system/facilities so as to mitigate the impacts of the use in Shoreline.

RESOURCE/FINANCIAL IMPACT:

There are no direct impacts to the City’s resources associated with the adoption of these amendments. These amendments are intended to protect City resources by ensuring that impacts that can be attributed to the new light rail system are identified and addressed by Sound Transit.

RECOMMENDATION

Staff recommends that the Council move to adopt proposed Ordinance No. 741 as recommended by the Planning Commission and then Council should amend the Planning Commission’s recommendation to include any desired amendments contained in this staff report in response to issues raised during the June 6, 2016 Council meeting.

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

BACKGROUND

Amendments to Shoreline Municipal Code (SMC) Title 20 (Development Code) are processed as legislative decisions. Legislative decisions are non-project decisions made by the Council under its authority to establish policies and regulations. The Planning Commission is the reviewing authority for legislative decisions and is responsible for holding an open record Public Hearing on Development Code amendments and making a recommendation to the City Council on each amendment.

Study sessions were held during the Planning Commission's meetings on December 17, 2015 and January 7, 2016. Following a Public Hearing on January 21, 2016, the Commission recommended approval of the first group of Sound Transit-related Development Code amendments. The City Council adopted these Development Code regulations on March 21, 2016 via Ordinance No. 739.

On February 4, 2016, the Planning Commission held a study session on the proposed "second round" of Development Code amendments which became Draft Ordinance 741. Staff presented revisions to these amendments at the April 21, 2016 Planning Commission meeting. The Planning Commission then conducted a Public Hearing and recommended approval of the amendments to the City Council on May 5, 2016. A link to this staff report, the Planning Commission Subcommittee Notes, written comments and minutes of the May 5th meeting can be found at the following link:

<http://www.shorelinewa.gov/Home/Components/Calendar/Event/9547/182?toggle=allpast>

DISCUSSION

The Development Code amendments in proposed Ordinance No. 741 (Attachment A with Exhibit A) include the following:

- **Definitions** - Amending definitions for "Light Rail Transit Facility" and "Light Rail Transit System", and adding a definition for "Regional Transit Authority";
- **Application** - Adding specific criteria defining when a Regional Transit Authority may apply for permits;
- **Special Use Permit** - Adding a reference to Essential Public Facilities in the Purpose section for the Special Use Permit;
- **Decision Criteria for Special Use Permits** - Amending the proposed decision criteria for approval of a Special Use Permit specific to light rail transit system/facilities;
- **Application Submittal Requirements** - Amending the proposed supplemental application submittal requirements;
- **Site Design for Public Places** - Add requirement for water and power at High Capacity Transit (HCT) centers; and
- **Tree Impacts** - Adding new regulations to address off-site tree impacts.

PROPOSED AMENDMENTS TO EXHIBIT A

Exhibit A is the Planning Commission's recommended amendments to the Development Code for Ordinance No. 741. On June 6 City Councilmembers requested that staff prepare amendment language to be considered this evening regarding a definition for High Capacity Transit (HCT) Center, the location of public potable water and electricity and a requirement for restrooms.

Definition for High Capacity Transit Center (SMC 20.20.024 H Definitions)

Proposed inclusion of SMC 20.50.240(g) requires potable water and electrical power at high capacity transit centers. Currently there is not a definition for high capacity transit centers in the City's code. Staff recommends that Council amend the Planning Commission recommendation to include such a definition. The proposed definition would be:

“High-capacity transit centers are facilities for light rail, commuter rail, or bus rapid transit. A high-capacity transit center may provide parking lots, parking garages, real-time schedule information, lighting, benches, restrooms, food and drink, shelters and trash cans. Other features may include real time information, special lighting or shelter design, public art and bicycle parking.”

The Council motion would be to amend SMC 20.20.024 H Definitions to include the definition of High Capacity Transit Center with the language referenced above.

Amenities (Water and Power) at HCT Centers (SMC 20.50.240(F)(6)(g))

This amendment adds a requirement to SMC 20.50.240 (F) to have water and electrical infrastructure installed and made accessible for commerce, activities, and public events approved by the City of Shoreline and Sound Transit at stations and garages. The Planning Commission recommendation was intended to apply to public areas outside of stations and garages. The water and electricity could be used to support and encourage community events and vending for the public. These uses would promote place-making through activation of public space.

On June 6, Councilmember McGlashan requested that amendment language be provided to ensure that the provision of potable water and electricity be made at a location outside of the high capacity transit center that IS accessible to the public such as in connection with a plaza as opposed to being located behind the building for example. Staff suggests the following revision shown with double underlines:

20.50.240 Site design

F. Public Places

...

6....

g. Accessible potable water and electrical power shall be supplied to a public facing portion of the exterior of high capacity transit centers, stations and associated parking.

The Council motion would be to amend SMC 20.50.240 (F)(6)(g) with the double underlined language above.

Requirement for Restrooms in Light Rail Stations

There are a couple of ways in which the City can require public restrooms to be constructed in Shoreline's light rail stations. The regulatory strategies include use of the following:

- National Fire Protection Association (NFPA)130: Standard for Fixed Guideway Transit and Passenger Rail Systems + International Building Code (IBC)
- Guiding Principles for Light Rail Facility Design + Special Use Permit Process

National Fire Protection Association (NFPA)130: Standard for Fixed Guideway Transit and Passenger Rail Systems + International Building Code (IBC)

Later this year, the Council will be presented with a staff recommendation that is supported by Sound Transit design staff, to adopt the NFPA 130 Standard for Fixed Guideway Transit and Passenger Rail Systems. The International Fire Code does not specifically address fixed guideway rail systems. The NFPA 130 includes standards for fire prevention, protection and suppression that are specific to light rail stations, garages and associated systems. Therefore, in collaboration with Sound Transit the City and Shoreline Fire worked together to modify the NFPA 130 Standards as amended by the City of Bellevue to use in the City of Shoreline.

The City of Bellevue added a new section to the NFPA 130 that states: "Stations shall include the minimum number of plumbing fixtures in accordance with Section 2902.1 of the International Building Code (IBC)." Section 2902.1 of the IBC states that:

"Plumbing fixtures shall be provided for the type of occupancy and in the minimum number shown in Table 2902.1. Uses not shown in Table 2902.1 shall be determined individually by the *building official* based on the occupancy which most nearly resembles the proposed occupancy. The number of occupants shall be determined by this code. Plumbing fixtures need not be provided for unoccupied buildings or facilities." Therefore, if the City Council adopts NFPA 130 later this year, then there is a clear path to require restrooms in the stations.

Guiding Principles for Light Rail Facility Design + Special Use Permit Process

Council approved the "Guiding Principles for Light Rail Facility Design" to provide direction, in addition to adopted Codes, to Sound Transit on how to design light rail stations, garages and systems to meet local expectations. The principles address the following areas of emphasis for design: multi modal, neighborhood character, sustainability, public safety, public amenities, transit oriented development and public art. Under design emphasis for public amenities, **the City has stated that the provision of restrooms be considered.** Therefore, Sound Transit should consider the provision of restrooms as part of the designs for both stations. "Consider", of course does not translate into a requirement.

However, the Council is also being asked to adopt Ordinance No. 741 which adds an approval criteria specific to how well Sound Transit incorporates the Guiding Principles for Light Rail Facility Design into the project (SMC 20.30.330(C)(3)). Therefore, the City through the Special Use permit process can review Sound Transit's consideration of the restrooms and if it is determined by the Hearing Examiner that Sound Transit did not

appropriately consider the inclusion of restrooms then the project may be conditioned to include restrooms.

NOTE: The codified path (NFPA Standard + IBC) above is a more direct route to requiring restrooms.

Potential Amendment

If Council would like to further ensure that restrooms be required at light rail stations then the Development Code could be amended. The requirement could be added to SMC 20.50.240 Site Design (F) Public Places (6) The following design elements are also required for public places:

h. Public restrooms as defined in number by the International Building Code Section 2902.1 shall be required for all light rail transit stations.

General Information about Restrooms in Light Rail Stations

Currently, Sound Transit provides public restrooms at Union Station, SeaTac, Sumner, Bellevue, Federal Way, Auburn and Tukwila. Sound Transit adopted a policy in 1998 regarding the inclusion of restrooms at stations (Attachment B). Sound Transit staff have stated that restrooms are not planned for the Shoreline stations in accordance with this policy. Sound Transit reports that the benefits derived from the restrooms may not be commensurate to the costs of maintenance and security. Attachment C is a June 23, 2016 memorandum provided to us by Sound Transit that details the maintenance, repair and security costs incurred for the past two years for the public restrooms provided by Sound Transit at existing stations. This memorandum indicates that Sound Transit is spending **\$157,597** per facility every two years, or approximately \$78,800 per year, to operate public restrooms. This includes security and maintenance. Sound Transit staff have indicated that agreements may be developed in which Sound Transit would agree to construct the restroom facility and the City would agree to maintain it and provide security. Attachment D includes a draft estimate of how much it might cost the City to maintain restrooms at Shoreline's stations. Attachment D forecasts the cost of maintenance which does not include any potential cost for security at approximately \$17,400 per year per station.

COUNCIL GOAL(S) ADDRESSED

This item addresses City Council Goal No. 3: Prepare for two Shoreline light rail stations.

RESOURCE/FINANCIAL IMPACT

There are no direct impacts to the City's resources associated with the adoption of these amendments. These amendments are intended to protect City resources by ensuring that impacts that can be attributed to the new light rail system are identified and addressed by Sound Transit.

RECOMMENDATION

Staff recommends that the Council move to adopt proposed Ordinance No. 741 as recommended by the Planning Commission and then Council should amend the Planning Commission's recommendation to include any desired amendments contained in this staff report in response to issues raised during the June 6, 2016 Council meeting.

ATTACHMENTS

- Attachment A: Ordinance No. 741
- Exhibit A: Planning Commission Recommended Development Code
Amendments for the Light Rail System and Facilities Permitting
Process and Applicable Regulations
- Attachment B: Sound Transit Motion No. M98-67 "Restroom Policy"
- Attachment C: Sound Transit 6/23/16 Memorandum re: restroom maintenance and
security costs
- Attachment D: City of Shoreline Draft Restroom Maintenance Cost Estimate

ORDINANCE NO. 741

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON AMENDING CERTAIN SECTIONS OF THE SHORELINE MUNICIPAL CODE TITLE 20, THE UNIFIED DEVELOPMENT CODE, TO ADDRESS LIGHT RAIL SYSTEMS AND FACILITIES PERMITTING PROCESSES AND APPLICABLE REGULATIONS.

WHEREAS, the City of Shoreline is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and planning pursuant to the Growth Management Act, Title 36.70C RCW; and

WHEREAS, in 2000 the City adopted Shoreline Municipal Code Title 20, the Unified Development Code (Development Code); and

WHEREAS, Title 20 has been amended on several occasions since its original adoption; and

WHEREAS, amendments are needed to address unique permit and planning aspects arising from the construction and/or operation of Sound Transit's light rail transit system and facilities within the City; and

WHEREAS, pursuant to RCW 36.70A.370, the City has utilized the process established by the Washington State Attorney General so as to assure the protection of private property rights; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with a 60-day notice of its intent to adopt the proposed amendments to the Development Code; and

WHEREAS, the environmental impacts of the proposed amendments to the Development Code resulted in the issuance of a Determination of Non-Significance (DNS) on September 16, 2015; and

WHEREAS, on February 4, 2016 and again on April 21, 2016, the City of Shoreline Planning Commission reviewed the proposed Development Code amendments; and

WHEREAS, on May 5, 2016, the City of Shoreline Planning Commission held a public hearing on the proposed Development Code amendments so as to receive public testimony; and

WHEREAS, at the conclusion of public hearing, the City of Shoreline Planning Commission voted unanimously to approve the Development Code amendments; and

WHEREAS, on June 6, 2016, the City Council held a study session on the proposed Development Code amendments; and

WHEREAS, the City Council has considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation; and

WHEREAS, the City provided public notice of the amendment and the public hearings as provided in SMC 20.30.070; and

WHEREAS, the City Council has determined that the amendments are consistent with and implement the Shoreline Comprehensive Plan and serves the purpose of the Unified Development Code as set forth in SMC 20.10.020;

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

Section 1. Amendment. Title 20 of the Shoreline Municipal Code, Unified Development Code, is amended as set forth in Exhibit A to this Ordinance.

Section 2. 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 JULY 11, 2016.

Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Margaret King
City Attorney

Date of Publication: , 2016

Effective Date: , 2016

20.20.016 D definitions.

Development Agreement A contract between the City and an applicant having ownership or control of property, or a public agency ~~which provides an essential public facility~~. The purpose of the development agreement is to set forth the development standards and other provisions that shall apply to, govern and vest the development, use, and mitigation of real property within the City for the duration specified in the agreement and shall be consistent with the applicable development regulations and the goals and policies in the Comprehensive Plan. (Ord. 706 § 1 (Exh. A), 2015).

20.20.024 H definitions

High-Capacity Transit Center: High-capacity transit centers are facilities for light rail, commuter rail, or bus rapid transit. A high-capacity transit center may provide parking lots, parking garages, real-time schedule information, lighting, benches, restrooms, food and drink, shelters and trash cans. Other features may include real time information, special lighting or shelter design, public art and bicycle parking.

20.20.032 L definitions.

Light Rail Transit Facility: A light rail transit facility is a type of essential public facility and refers to any structure, rail track, equipment, maintenance base or other improvement of a light rail transit system, including but not limited to ventilation structures, traction power substations, light rail transit stations, parking garages, park-and-ride lots, and transit station access facilities.

Light Rail Transit System: A light rail transit system is a type of essential public facility and refers to any public rail transit line that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under Chapter 81.112 RCW.

20.20.044 R definitions

Regional Transit Authority: Regional transit authority refers to an agency formed under the authority of Chapters 81.104 and 81.112, RCW to plan and implement a high capacity transportation system within a defined region.

20.30.100 Application.

A. Who may apply:

1. The property owner or an agent of the owner with authorized proof of agency may apply for a Type A, B, or C action, or for a site-specific Comprehensive Plan amendment.
2. Prior to purchase, acquisition, or owner authorization, a Regional Transit Authority may apply for a Type A, B, or C action, or for a site specific Comprehensive Plan amendment in order to develop any Light Rail Transit Facility or any portion of a Light Rail Transit System for property that has been duly authorized by the public agency for acquisition or use. No work shall commence in accordance with issued permits or approvals until all of the necessary property interests are secured and/or access to the property for such work has been otherwise approved by the owner of the property.
3. Nothing in the subsection shall prohibit the Regional Transit Authority and City from entering into an agreement to the extent permitted by the Code or other applicable law.
4. The City Council or the Director may apply for a project-specific or site-specific rezone or for an area-wide rezone.
5. Any person may propose an amendment to the Comprehensive Plan. The amendment(s) shall be considered by the City during the annual review of the Comprehensive Plan.
6. Any person may request that the City Council, Planning Commission, or Director initiate amendments to the text of the Development Code.

B. All applications for permits or actions within the City shall be submitted on official forms prescribed and provided by the Department.

At a minimum, each application shall include:

1. An application form with the authorized signature of the applicant.
2. The appropriate application fee based on the official fee schedule (Chapter 3.01 SMC).
3. The Director may waive City imposed development fees for the construction of new or the remodel of existing affordable housing that complies with SMC 20.40.230 or SMC 20.40.235 based on the percentage of units affordable to residents whose annual income will not exceed 60 percent of the King County Area Median income. For example, if 20% of the units are affordable to residents with incomes 60% or less of the King County Area Median income; then the applicable fees could also be reduced by 20%.

20.30.330 Special use permit-SUP (Type C action).

A. Purpose. The purpose of a special use permit is to allow a permit granted by the City to locate a regional land use including Essential Public Facilities on unclassified

lands, unzoned lands, or when not specifically allowed by the zoning of the location, but that provides a benefit to the community and is compatible with other uses in the zone in which it is proposed. The special use permit may be granted subject to conditions placed on the proposed use to ensure compatibility with adjacent land uses. The Special Use Permit shall not be used to preclude the siting of an Essential Public Facility.

B. Decision Criteria (applies to all Special Uses). A special use permit shall be granted by the City, only if the applicant demonstrates that:

1. The use will provide a public benefit or satisfy a public need of the neighborhood, district, City or region;
2. The characteristics of the special use will be compatible with the types of uses permitted in surrounding areas;
3. The special use will not materially endanger the health, safety and welfare of the community;
4. The proposed location shall not result in either the detrimental over-concentration of a particular use within the City or within the immediate area of the proposed use, unless the proposed use is deemed a public necessity;
5. The special use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood;
6. The special use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts;
7. The location, size and height of buildings, structures, walls and fences, and screening vegetation for the special use shall not hinder or discourage the appropriate development or use of neighboring properties;
8. The special use is not in conflict with the basic purposes of this title; and
9. The special use is not in conflict with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division

C. Decision Criteria (Light Rail Transit Facility/System only). In addition to the criteria in SMC 20.30.330(B), a Special Use Permit for a light rail transit system/facilities

located anywhere in the City may be granted by the City only if the applicant demonstrates the following standards are met:

1. The proposed light rail transit system/facilities uses energy efficient and environmentally sustainable architecture and site design consistent with the City's Guiding Principles for Light Rail System/Facilities and Sound Transit's design criteria manual used for all Light Rail Transit Facilities throughout the System and provides equitable features for all proposed light rail transit system/facilities;
2. The use will not result in, or will appropriately mitigate, adverse impacts on City infrastructure (e.g., roads, sidewalks, bike lanes (as confirmed by the performance of an Access Assessment Report or similar assessment) to ensure that the City's transportation system (motorized and non-motorized) will be adequate to safely support the light rail transit system/facility development proposed. If capacity or infrastructure must be increased to meet the Decision Criteria set forth in this Section 20.30.330(C), then the applicant must identify a mitigation plan for funding or constructing its proportionate share of the improvements; and
3. The applicant demonstrates that the design of the proposed light rail transit system/facility is generally consistent with the City's Guiding Principles for Light Rail System/Facilities.

20.40.438 Light rail transit system/facility.

E. The following supplemental submittal items are required to permit a light rail transit facility or light rail transit system within the City:

1. A Construction Management Plan or agreement will be completed before any building permit may be issued for the proposal;
2. A Post Construction Parking Operational Management Plan or agreement will be completed before light rail service begins and will include management and enforcement techniques to guard against such impacts as off-site parking in surrounding neighborhoods;
3. An Access Assessment Report is required for light rail transit system/facilities. The Access Assessment Report will analyze, identify and prioritize multi modal access improvements. The Access Assessment Report is intended to supplement the analysis and mitigation included in any environmental review document prepared for the proposed project. In general the Access Assessment Report will address: improvements near the stations for pedestrians and bicycles,

paratransit riders, and “kiss and ride” users. A more specific scope for the Access Assessment Report will be agreed to by the applicant and the City. The City may require third party review of the Access Assessment Report at the applicant’s expense.

F. Project and Permitting Processes Light Rail System/Facility.

1. Accelerated Project and Permitting Process.

a. All City permit reviews will be completed within a mutually agreed upon reduced number of working days within receiving complete permit applications and including subsequent revisions in accordance with a fully executed Accelerated Project and Permitting Staffing Agreement between the City and the project proponent.

b. The fees for permit processing will be determined as part of the Accelerated Project Permitting Staffing Agreement.

c. An Accelerated Project and Permitting Staffing Agreement shall be executed prior to the applicant’s submittal of the Special Use Permit application; or the applicant may choose to utilize the City’s standard project and permitting processes set forth in SMC 20.40.438(F)(2).

2. Standard Project and Permit Process.

a. All complete permit applications will be processed and reviewed in the order in which they are received and based on existing resources at the time of submittal.

b. Cost: Permit fees will be charged in accordance with SMC 3.01.010. This includes the ability for the City to charge its established hourly rate for all hours spent in excess of the estimated hours for each permit.

c. Due to the volume of permits anticipated for development of a light rail system/facilities in the City, in absence of an Accelerated Project Permitting Staffing Agreement, the Target Time Limits for Decisions denoted in SMC 20.30 may be extended by the Director if adequate staffing is not available to meet demand.

20.50.240 Site design.

F. Public Places.

1. Public places are required for the 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. This requirement may be divided into smaller public places with a minimum 400 square feet each.
2. Public places may be covered but not enclosed unless by subsection (F)(3) of this section.
3. Buildings shall border at least one side of the public place.
4. Eighty percent of the area shall provide surfaces for people to stand or sit.
5. No lineal dimension is less than six feet.
6. The following design elements are also required for public places:
 - a. Physically accessible and visible from the public sidewalks, walkways, or through-connections;
 - b. Pedestrian access to abutting buildings;
 - c. Pedestrian-scaled lighting (subsection H of this section);
 - d. Seating and landscaping with solar access at least a portion of the day; and
 - e. Not located adjacent to dumpsters or loading areas;
 - f. Amenities such as public art, planters, fountains, interactive public amenities, hanging baskets, irrigation, decorative light fixtures, decorative paving and walkway treatments, and other items that provide a pleasant pedestrian experience along arterial streets.
 - g. Accessible potable water and electrical power shall be supplied to the exterior of high capacity transit centers, stations and associated parking.

20.50.330 Project review and approval.

B. **Professional Evaluation.** In determining whether a tree removal and/or clearing is to be approved or conditioned, the Director may require the submittal of a professional evaluation and/or a tree protection plan prepared by a certified arborist at the applicant's expense, where the Director deems such services necessary to demonstrate compliance with the standards and guidelines of this subchapter. Third party review of plans, if required, shall also be at the applicant's expense. The Director shall have the sole authority to determine whether the professional evaluation submitted by the applicant is adequate, the evaluator is qualified and acceptable to the City, and whether third party review of plans is necessary. Required professional evaluation(s) and services may include:

1. Providing a written evaluation of the anticipated effects of ~~proposed construction on the~~ any development within five (5) feet of a tree's critical root zone that may impact the viability of trees on a and off site.

20.50.350 Development standards for clearing activities.

D. Site Design. Site improvements shall be designed and constructed to meet

the following:

- ~~1. Trees should be protected within vegetated islands and stands rather than as individual, isolated trees scattered throughout the site.~~
- ~~2.~~ 1. Site improvements shall be designed to give priority to protection of trees with the following characteristics, functions, or location including where the critical root zone of trees on adjoining property are within five (5) feet of the development:
 - a. Existing stands of healthy trees that have a reasonable chance of survival once the site is developed, are well shaped to withstand the wind and maintain stability over the long term, and will not pose a threat to life or property.
 - b. Trees which exceed 50 feet in height.
 - c. Trees and tree clusters which form a continuous canopy.
 - d. Trees that create a distinctive skyline feature.
 - e. Trees that have a screening function or provide relief from glare, blight, commercial or industrial harshness.
 - f. Trees providing habitat value, particularly riparian habitat.
 - g. Trees within the required yard setbacks or around the perimeter of the proposed development.
 - h. Trees having a significant land stability function.
 - i. Trees adjacent to public parks, open space, and critical area buffers.
 - j. Trees having a significant water-retention function.

20.50.360 Tree replacement and site restoration.

A. Plans Required. Prior to any tree removal, the applicant shall demonstrate through a clearing and grading plan, tree retention and planting plan, landscape plan, critical area protection and mitigation plan, or other plans acceptable to the Director that tree replacement will meet the minimum standards of this section. Plans shall be prepared by a qualified person or persons at the applicant's expense. Third party review of plans, if required, shall be at the applicant's expense.

B. The City may require the applicant to relocate or replace trees, shrubs, and ground covers, provide erosion control methods, hydroseed exposed slopes, or otherwise protect and restore the site as determined by the Director.

C. Replacement Required. Trees removed under the partial exemption in SMC 20.50.310(B)(1) may be removed per parcel with no replacement of trees required. Any significant tree proposed for removal beyond this limit should be replaced as follows:

1. One existing significant tree of eight inches in diameter at breast height for conifers or 12 inches in diameter at breast height for all others equals one new tree.
2. Each additional three inches in diameter at breast height equals one additional new tree, up to three trees per significant tree removed.
3. Minimum size requirements for replacement trees replaced under this provision: deciduous trees shall be at least 1.5 inches in caliper and evergreens six feet in height.

Exception 20.50.360(C):

~~4a.~~ No tree replacement is required when the tree is proposed for relocation to another suitable planting site; provided, that relocation complies with the standards of this section.

~~2b.~~ The Director may allow a reduction in the minimum replacement trees required or off-site planting of replacement trees if all of the following criteria are satisfied:

~~i.~~ There are special circumstances related to the size, shape, topography, location or surroundings of the subject property.

~~ii.~~ Strict compliance with the provisions of this Code may jeopardize reasonable use of property.

~~iii.~~ Proposed vegetation removal, replacement, and any mitigation measures are consistent with the purpose and intent of the regulations.

~~iv.~~ The granting of the exception or standard reduction will not be detrimental to the public welfare or injurious to other property in the vicinity.

~~3c.~~ The Director may waive this provision for site restoration or enhancement projects conducted under an approved vegetation management plan.

4. Replacement trees required for the Lynnwood Link Extension project shall be native conifer and deciduous trees proportional to the number and type of trees removed for construction, unless as part of the plan required in SMC

20.50.350(A) the qualified professional demonstrates that a native conifer is not likely to survive in a specific location.

5. Tree replacement where tree removal is necessary on adjoining properties to meet requirements in 20.50.350(D) or as a part of the development shall be at the same ratios in C. 1, 2, and 3 above with a minimum tree size of 8 feet in height. Any tree for which replacement is required in connection with the construction of a light rail system/facility, regardless of its location, may be replaced on the project site.

6. Tree replacement related to development of a light rail transit system/facility must comply with SMC 20.50.360(C).

20.50.370 Tree protection standards.

The following protection measures shall be imposed for all trees to be retained on-site or on adjoining property, to the extent offsite trees are subject to the tree protection provisions of this Chapter, during the construction process.

A. All required tree protection measures shall be shown on the tree protection and replacement plan, clearing and grading plan, or other plan submitted to meet the requirements of this subchapter.

B. Tree dripline areas or critical root zones as defined by the International Society of Arboriculture shall be protected. No fill, excavation, construction materials, or equipment staging or traffic shall be allowed in the dripline areas of trees that are to be retained.

SOUND TRANSIT MOTION NO. M98-67

A motion of the Board of the Central Puget Sound Regional Transit Authority to establish policy for station/facility design issues common to all three Lines of Business Business with respect to Public Restrooms and Drinking Fountains.

Background:

The three Lines of Business have been developing design elements in common to ensure all of Sound Transit will work as a unified whole and to assist in the development and maintenance of integrated systems. The goal is to establish policy and criteria that will serve all Lines of Business and work with our partnering agencies in the region. We wish to determine the common thread of design elements that applies to all facilities versus standardization throughout. This approach encourages uniformity where it is most advantageous and also allows individuality. This motion identifies policy issues for public restrooms and drinking fountains, as they relate to station/facility design. Background information, including other systems experiences, costs, and options for each of these issues, was presented to the Board on August 27, 1998 and September 10, 1998. After policy decisions are determined, specific design criteria will be drafted for designing and developing Sound Transit facilities.

Motion:

It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that the following items are adopted as policy for all three Lines of Business station/facility design:

Public Restrooms:

With respect to public restrooms, Sound Transit shall:

A. Provide public restrooms where all or most of the following criteria are met: provide primary restrooms at the following types of Sound Transit facilities:

1. Where they have the greatest security, staffing is present, effective maintenance can be provided, and costs are shared with all agencies using that facility.
2. Where staffing is already provided for activities such as concessions, customer service, service supervision, or security.
3. Where concessions are in place and concession revenue covers the ongoing operating and maintenance expense for public restrooms.
4. Where capital costs are not excessive and prohibitive to construct these facilities.

B. Provide public restrooms, initially, with the following major investments, and work with partnering agencies to determine the need and ability to design, construct and maintain public restrooms in additional high-use stations or multi-modal facilities:

1. Northgate Light Rail Station
2. Bellevue Transit Center
3. King Street Station in downtown Seattle
4. Everett Multi-Modal Station
5. Tacoma Dome Transit Center
6. On board the Sounder Commuter Rail trains

C. In addition, Sound Transit shall:

1. Evaluate Light Rail, Multi-modal Stations and Transit Centers to determine appropriate areas to make provisions of space for self-contained or permanent future restrooms.
2. Implement restroom facilities when funding, staffing, and maintenance arrangements can be made that do not affect Sound Transit's goal to meet budgets and schedules outlined in *Sound Move*.

These arrangements may include partnerships with other agencies, funding by advertising, or other revenue sources.

3. Consider self-contained restrooms in conjunction with other agencies, including providing space at Sound Transit facilities for these units.

4. Predicate joint use development agreements on the need for public restrooms to be built and maintained by the developer.

5. Strongly encourage any transit-oriented development to also provide public restrooms.

D. All Sound Transit Public Restrooms shall:

1. Be located in a safe and secure area of the facility.
2. Provide CCTV security in entry areas and the restrooms
3. Be constructed with durable, easily cleanable, and vandal-resistant materials, including lighting..
4. Not conflict with the facility operations or general flow of traffic.

Drinking Fountains:

With respect to drinking fountains, Sound Transit shall:

Provide drinking fountains at facilities where water and sewer utilities will be provided for other uses, such as restrooms or concessions, and continual on-going maintenance will be possible.

Adopted by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof on the 10th day of September, 1998.

Paul Miller
Board Chair

ATTEST:

Marcia Walker
Board Administrator

SOUND TRANSIT MOTION NO. M98-67 Station/Facility Design Issues in Common For Commuter Rail, Link Light Rail, and Regional Express BACKGROUND AND COMMENTS

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Board of Directors	9/10/98	Discussion/Possible Action	Betty Laurs, Commuter Rail Debora Ashland, Link Light Rail Linda Smith, Regional Express	206-689-7440 206-689-3309 206-689-4922

ACTION:

The adoption of Motion No. M98-67 is being requested of the Board pertaining to the incorporation of restrooms and drinking fountains in Sound Transit facilities. Our intent for this meeting is to further discuss the station design policy issues for public restrooms and drinking fountains and present staff recommendations. All Design Issues in Common will be incorporated into each Line of Business Design Criteria Manual.

BACKGROUND:

In order to proceed with design and engineering, Sound Transit's philosophy needs to be addressed, with respect to design, maintenance, and operation of facilities. This will set the standards for which design criteria can be established and create a basis for designers, engineers, and architects to begin their work on station design.

The three Lines of Business have been discussing design elements in common to ensure all of Sound Transit will work as a unified whole and to assist in the development and maintenance of integrated systems. The goal is to establish policy and criteria that will serve all Lines of Business and work with our partnering agencies in the region. We wish to determine the common thread of issues that applies to all facilities.

At the July 17, 1998 Executive Committee Meeting, we generally discussed many design elements. At the August 27, 1998 Board Meeting, we presented design elements in the following format to facilitate the policy discussion:

1. Description of Element
2. Background
 - a. Others experiences
 - b. Costs: construction, operating, maintenance, revenue
1. Options
2. Staff Recommended Approach
3. Policy Decisions
4. Criteria/Standards/Physical Requirements (to be developed in detail after policy decision)

This written material contains only staff recommendations for public restrooms and drinking fountains. Staff provided background information, including other systems experiences, costs, and options and recommendations at the meeting on August 27, 1998. Discussion will continue at the September 10, 1998 Board Meeting with possible action. After policy decisions are determined, specific design criteria will be drafted for designing and developing Sound Transit facilities.

STAFF RECOMMENDATIONS FOR SEPTEMBER 10, 1998 BOARD MEETING:

Public Restrooms in Stations/Facilities

Our primary goal is to build an efficient transportation system for the Puget Sound area. The citizens of this region have designated specific dollar amounts to build the best transportation system possible. To do that, difficult choices are required to keep our costs intact and our focus on transportation. The topic of whether or not to provide public restrooms for our patrons is one of those difficult decisions. We must balance the obvious cost concerns, both short and long term, with the potential comfort of customers. There are added issues of security, potential vandalism, and long-term durability of these facilities. In weighing the issues, staff has determined that public restrooms should be provided where they will be most warranted; have the greatest security; where regular, effective maintenance can be provided; and where costs are shared with all agencies using that facility.

Staff conducted research and gathered information from local and national operators to develop background information and specific recommendations on public restrooms. This information was presented to the Board at the meeting on August 27, 1998 to initiate discussion on this important issue. Additional discussion will continue at the September 10, 1998 Board Meeting with possible action on this issue. Staff has recommended that public restrooms be included in some of the facilities in our region based on the type of facility and criteria outlined in the attached Motion. In addition, staff recommends working with partnering agencies to determine the need and ability to incorporate public restrooms in additional multi-modal facilities.

Drinking Fountains

At the Board Meeting on August 13, 1998, drinking fountains were added to the list of passenger amenities to be provided. Background information for drinking fountains was provided at the August 27, 1998 Board Meeting. Staff recommends that drinking fountains are provided in conjunction with restroom facilities, or where other uses are provided that require sewer and water utilities.

A separate motion is attached for review and possible action at the September 10, 1998 Board meeting.

RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:

- Adoption of *Sound Move*, The Ten-Year Regional Transit System Plan (May 31, 1996)
- Resolution No. 98-3 (January 22, 1998), Light Rail Consultant Contract with PSTC
- Resolution No. 98-11 (April 9, 1998)
- Executive Committee Discussion on July 17, 1998 (No action)
- Board Meeting on August 27, 1998 (Discussion)

KEY FEATURES:

Staff recommendations for Station/Facility Design Issues for public restrooms and drinking fountains, as they pertain to design issues in common for all Lines of Business: Commuter Rail, Link Light Rail, and Regional Express, and in partnership with the other regional providers and jurisdictions.

ALTERNATIVES:

The following alternatives are available for Board action:

1. Adopt the design policy issues as presented above and as outlined in the attached Motion after discussion of all material.
2. Adopt a portion of the design policy issues as presented above to allow design work to continue and list specific items as needing further review and/or discussion.

CONSEQUENCES OF DELAY:

Agreement on the design criteria is essential to continuing the design phase for all three Lines of Business. We expect to have all the design criteria in place by the end of September 1998.

The Sounder staff is currently working with the cities and their Technical Advisory Committees to choose design teams for all stations between Tacoma and Seattle. The selection process has been completed and contracts are pending. Award of design contract is expected in September 1998 with the design period extending from September 1998 through January 1999.

Regional Express has awarded contracts for environmental review and preliminary design for several community connections and direct access improvement projects. Environmental analysis is underway and preliminary design will begin in the fall of 1998.

Link Light Rail has awarded design contracts to Puget Sound Transit Consultants (PSTC) for all stations. Conceptual design work will be completed in December 1998 with preliminary engineering finishing by December 1999.

Schedules for all three Lines of Business are based on the implementation plan adopted by *Sound Move* and allow little deviation. Delay in design criteria development will negatively affect the facility design schedule, which will negatively affect the overall construction schedule for all Lines of Business.

MEMORANDUM

July 5, 2016

TO: Ken Cummins, Chief Security Officer

FROM: Branden Porter, Facilities Security Program Manager

SUBJECT: Sound Transit Public Restrooms

EXECUTIVE SUMMARY

Currently, Sound Transit (ST) provides public restrooms at Union Station, SeaTac, Sumner, Bellevue, Federal Way, Auburn and Tukwila. Although these restrooms provide a convenience these amenities also come with additional security and on-call maintenance expenses due to the security activity associated with these amenities. The on-call maintenance costs are in addition to the normal routine maintenance contract. As the table below indicates, ST has spent approximately \$162,360 in on-call maintenance and \$940,817 in security costs totaling an estimated **\$1,103,177** over the last two years. When this number is averaged out the estimate listed indicates ST is spending **\$157,597** per facility every two years to operate seven public restrooms.

Public Restrooms Est. additional Costs 2014-2015			
Station	Two Year Maintenance Costs	Two Year Security Costs	Total Costs
Auburn	\$19,350	\$29,057	\$48,407
Bellevue	\$16,060	\$47,351	\$63,411
Federal Way	\$50,320	\$81,162	\$131,482
SeaTac	\$18,000	\$80,446	\$98,446
Sumner	\$9,420	\$40,223	\$49,643
Tukwila	\$24,660	\$481,877	\$506,537
Union Station	\$24,550	\$180,700	\$205,250
Total Costs Est.	\$162,360	\$940,817	\$1,103,177
Avg, Per Facility	\$23,194	\$134,402	\$157,597

*These estimates do not include vehicle expenses associated with security patrols

MAINTENANCE:

Based on an analysis of all janitorial, vandalism and graffiti facility requests over the last two years at all facilities that ST provides a public restroom there is a total of **1,383** facility requests. This can also be equated to an average of **198** requests per facility over the last two years.

Public Restrooms On Call Activity 2014-2015				
Station	Janitorial	Vandalism	Graffiti	Total
Auburn	151	6	69	226
Bellevue	108	9	46	163
Federal Way	318	39	55	412
SeaTac	120	14	5	139
Sumner	34	12	9	55
Tukwila	174	16	25	215
Union Station	141	23	9	173
Total	1,046	119	218	1,383
Average	149	17	31	198

*These requests are in addition to the normal maintenance contract

In order to estimate the cost associated with these requests \$45.00 an hour was given to Janitorial requests with a minimum of two hours every time the contractors are called out, an average of \$500.00 was given to each vandalism incident, and \$20.00 an hour for high priority graffiti incidents with a minimum of 2 hours per call out. Based on the table below ST has spent an estimated **\$162,360** in the last two years on on-call maintenance and security.

Public Restrooms Est. Request Costs 2014-2015				
Station	Janitorial (\$90.00)	Vandalism (\$500.00)	Graffiti (\$40.00)	Total
Auburn	\$13,590	\$3,000	\$2,760	\$19,350
Bellevue	\$9,720	\$4,500	\$1,840	\$16,060
Federal Way	\$28,620	\$19,500	\$2,200	\$50,320
SeaTac	\$10,800	\$7,000	\$200	\$18,000
Sumner	\$3,060	\$6,000	\$360	\$9,420
Tukwila	\$15,660	\$8,000	\$1,000	\$24,660
Union Station	\$12,690	\$11,500	\$360	\$24,550
Total	\$94,140	\$59,500	\$8,720	\$162,360

SECURITY INCIDENTS:

In addition to the maintenance costs, public restrooms create additional security related activity which requires ST to provide security or security patrols at those locations based on their crime activity. In order to calculate the amount of time security spends on patrolling the public restrooms an average of 10 minutes was given as an estimate it takes to complete each patrol check and an additional 20 minutes was added for facilities that don't have security on site (Bellevue, Sumner). Based on the data below security has spent an estimated **34,013 hours** over the last two years patrolling the public restrooms and have completed an average of **136 incident reports** relating to the public restrooms.

Avg. Security Patrol Hours 2014-2015		Avg. Annual Security Incident Report 2014-2015	
Station	Security Hours	Station	Incident Reports
Auburn	1,013	Auburn	41.5
Bellevue	1,696	Bellevue	22.5
Federal Way	2,912	Federal Way	34
SeaTac	2,912	SeaTac	8
Sumner	1,456	Sumner	4
Tukwila	17,472	Tukwila	19
Union Station	6,552	Union Station	7
Total	34,013	Total	136

Based on our current contract rate of \$27.55 an hour the table below shows ST spent an estimated **\$940,817** in security costs associated with the public restrooms over the last two years.

Avg. Two Year Security Costs					
Station	Security Hours	Incident Reports	Total Hours	Hourly Wage	Total
Auburn	1,013	42	1055	\$27.55	\$29,057
Bellevue	1,696	23	1719	\$27.55	\$47,351
Federal Way	2,912	34	2946	\$27.55	\$81,162
SeaTac	2,912	8	2920	\$27.55	\$80,446
Sumner	1,456	4	1460	\$27.55	\$40,223
Tukwila	17,472	19	17491	\$27.55	\$481,877
Union Station	6,552	7	6559	\$27.55	\$180,700
Total	34,013	136	34149	\$27.55	\$940,817

SECURITY RECOMMENDATIONS:

If jurisdictions require public restrooms ST should plan on spending a minimum of **\$78,798** a year per facility based on this analysis. It's also critical the bathrooms are designed in a way that mitigates some of these security and maintenance costs. Design mitigations should include the following:

- CCTV Coverage
- Intercom System
- Access Control System
- Vandal resistant hardware
- Anti-graffiti materials
- Excellent internal and external lighting
- Self washing system

Description	Est Costs
Transit Restrooms Janitorial Costs - Est Annual Maintenance	
Est	
Est	General Maintenance \$2,113
Est	Janitorial Services \$5,109
Est	Utilities - Water \$871
Est	Utilities - Sewer \$8,175
Est	Utilities - Electrical
	\$1,091
Est	Est Cost in 2022 \$17,359
Est	Est. Cost 145th & 185 Restrooms \$34,718

Assumptions (Examples)

- Janitorial
- Design
- Security Closeout
- Vandalism

Comment

Square footage and fixture count is based on the size & number of the City Hall lobby restrooms (Men & Women) as a guide since we do not yet know the exact dimensions of restrooms in proposed stations. Men's restroom includes 2 sinks, 2 urinals and 1 ADA toilet. Women's restroom includes 2 sinks, 3 toilets with 1 ADA toilet.

Used average 2013,2014 & 2015 expenditures and included estimated annual graffiti expenditures after review v
Used average 2013,2014 & 2015 expenditure for estimate. Applied 3.8% based on recent prevailing wage increas
Used average 2013,2014 & 2015 expenditure data for estimate. Budget Division projected utility increases of 2.4%
Used average 2013,2014 & 2015 expenditure data for estimate. Budget Division projected utility increases of 2.4%
Used average 2013,2014 & 2015 expenditure data for estimate. Budget Division projected utility increases of 2.4% from 2017 thru 2020. Used 2.4% projection throughout until 2023.Used average 2013,2014 & 2015
expenditure data from Shoreview Park restroom for estimate and comparison because this restroom has a
Estimate for maintenance of 1 restroom. Costs may increase based on facility use.
Estimate for maintenance of 145th & 185th restrooms assuming square footage remain the same. Costs increase

7 days per week including labor & green supplies as used in current contract services. Cleaning will be scheduled b
Both 145th & 185th Street Restrooms are stand alone and identical in design, layout, fixtures and square footage.
Police Department will lock restrooms after regular business hours.
Vandalism costs are not included in the estimated maintenance cost.

At this time the assumptions and costs are to be theoretical until such time as the design, code criteria, locatio

with Parks Operations. Applied 2.4% increases for consistency throughout until 2023.
e from 2015 to 2016. (Note, this is a contracted service)
% from 2017 thru 2020. Used 2.4% projection throughout until 2023.
% from 2017 thru 2020. Used 2.4% projection throughout until 2023.

etween 4am and 8am Monday thru Sunday including Holidays.

is and estimated usage is advanced into Construction Documents

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	QUASI-JUDICIAL: Ordinance No. 748 – Amending the Zoning Map at 1540 NE 175 th Street from Residential 12-units Per Acre (R-12) to Residential 24-units Per Acre (R-24) (Horizon View Homes Rezone
DEPARTMENT:	Planning & Community Development
PRESENTED BY:	Steven Szafran, AICP, Senior Planner
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Daniel Wick (Horizon View Homes) requests an application for approval for a rezone of property, 1540 NE 175th Street, from Residential 12-units per acre (R-12), a medium density residential zone, to Residential 24-units per acre (R-24), a high density residential zone, for the purpose of building six (6) townhomes.

Per SMC 20.30.060 this request is Type C permit and therefore is a quasi-judicial decision. The public hearing was held by the Hearing Examiner which created the record for the basis of a recommendation to the City Council. As such, the City Council cannot hear any additional public comment on this item and should not have external discussion regarding this request with members of the public.

RESOURCE/FINANCIAL IMPACT:

The proposed rezone will not have a direct resource or financial impact to the City. The rezone does have the potential to add up to seven dwelling units adding to the City’s property tax base.

RECOMMENDATION

No action is required at this time. The Hearing Examiner recommendation on the proposed rezone will be presented to the Council with the goal of answering Council’s questions and receiving Council’s feedback regarding the proposed rezone. The Hearing Examiner did recommend approval of this rezone application on May 13th, 2016 (**Attachment A**). Staff does recommend that the Council adopt proposed Ordinance No. 748 when it is brought back to Council for consideration on July 25, 2016.

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

INTRODUCTION

The Property Owner proposes to rezone the property at 1540 NE 175th Street from R-12 to R-24 for the purpose of constructing six (6) townhomes. Per SMC 20.30.060 this request is Type C permit and therefore is a quasi-judicial decision. The public hearing was held by the Hearing Examiner which created the record for the basis of a recommendation to the City Council. As such, the City Council cannot hear any additional public comment on this item and should not have external discussion regarding this request with members of the public.

Project Description

The Applicant's plans show six (6) attached townhomes oriented to the west side of the property with a common drive aisle on the eastern portion of the site. Landscape buffers are shown on the east, north, and west sides of the parcel (**Attachment B – Site Plan**).

Property Description

The site is an approximately 12,675 square foot lot (.29 acres) located in the North City area of the City (**Attachment C – Vicinity Map**). There is currently a vacant single-family home on the parcel. The site is relatively flat with no known critical areas present. The site has a number of significant trees and there are no sidewalks along NE 175th Street.

Zoning and Land Use

The site is located approximately 370 feet east of 15th Avenue NE in the North City Business District (**Attachment D – Zoning Map**). The site itself is zoned R-12. The parcel to the west is zoned R-12 and is developed with a single-family home. The parcel to the north and east is zoned R-12 and is currently redeveloping with a 12-bed center for traumatic brain injuries. The parcels to the south, across NE 175th Street, are zoned R-6 and are developed with single-family homes. To the west, in close proximity to this site is commercial development (CB Zoning District), including a Walgreens and Safeway (**Attachment C – Vicinity Map**).

The site and all of the surrounding parcels have a Comprehensive Plan Land Use designation of High-Density Residential (**Attachment E – Comprehensive Plan**). The High Density Residential designation is intended for areas near employment and/or commercial areas, where high levels of transit service are present or likely. This designation creates a transition between commercial uses and lower intensity residential uses. Some commercial uses may also be permitted. The permitted base density for this designation may not exceed 48 dwelling units per acre.

The current zoning of R-12 permits townhomes, however, this zoning district would permit the site to redevelop with only three (3) units. The proposed R-24 zoning also permits townhomes but would allow for greater redevelopment potential of seven (7) units.

The site is accessed by NE 175th Street which is classified as a Collector Arterial in the City's Transportation Master Plan.

Public Notice and Comment

Staff analysis of the proposed rezone considered information gathered from a pre-application meeting on March 1, 2016, a neighborhood meeting on November 30, 2015 (See **Attachment F** for neighborhood meeting summary), public comments, site visits, and various City documents.

As required by SMC 20.30.120 and 20.30.180, public notice of the rezone application for the proposal was posted on site, mailed to all residents within 500 feet (a total of 121 residents), advertised in the *Seattle Times*, and posted on the City's website on March 31, 2016 (**Attachment G**) and notice of public hearing for the proposal was posted on site, mailed to all residents within 500 feet (a total of 121 residents), advertised in the *Seattle Times*, and posted on the City's website on April 21, 2016 (See **Attachment H**).

The City received two public comment letters in response to the proposed rezone. These comments raised concerns regarding increased traffic, townhomes incompatible with existing single-family homes, lack of neighborhood parking, lack of sidewalks, and public health issues (See **Attachment I**).

Agency Comment

The Applicant's proposal was circulated among City departments and outside agencies for review and comment. The Public Works Department commented on the proposal and is requiring frontage and sidewalk improvements around the project site.

The Applicant has submitted a Certificate of Water Availability from North City Water District and a Certificate of Sewer Availability from Ronald Wastewater District.

Environmental Review

The City of Shoreline is acting as Lead Agency for the SEPA review and environmental determination. The City issued a SEPA Determination of Non-Significance on April 21, 2016 (See **Attachment J**).

DISCUSSION

Rezoning is provided for in Shoreline Municipal Code (SMC) 20.30.320. The purpose of a rezone is a mechanism to make changes to a zoning classification, conditions or concomitant agreement applicable to property. Changes to the zoning classification that apply to a parcel of property are text changes and/or amendments to the official zoning map.

SMC 20.30.060 classifies a rezone as a Type C decision. Pursuant to Table 20.30.060, the City of Shoreline Hearing Examiner, after holding an open record public hearing and preparing findings and conclusions, makes a recommendation to the City Council. The City Council is the decision making authority on a Rezone.

Rezone Applications – Legal Standard

Three general rules apply to rezone applications: (1) there is no presumption of validity favoring a rezone; (2) the rezone proponent must demonstrate that circumstances have changed since the original zoning; and (3) the rezone must have a substantial

relationship to the public health, safety, morals, and general welfare. *Citizens for Mount Vernon v. City of Mount Vernon*, 133 Wash. 2d 861, 947 P.2d 1208 (1997). However, as is the case for the present rezone application, when a proposed rezone implements the policies of a comprehensive plan, the rezone proponent is not required to demonstrate changed circumstances. *Bjarnson v. Kitsap County*, 78 Wash. App. 840, 899 P.2d 1290 (1995).

The decision criteria set forth in SMC 20.30.320(B) address the other rules set forth by the courts for a rezone.

Decision Criteria – SMC 20.30.320(B)

Decision criterion that the Hearing Examiner must examine and the Council to approve for a rezone is set forth in SMC 20.30.320(B). The Applicant provided responses to the following decision criteria which are located in **Attachment K**.

SMC 20.30.320(B) provides that an application for a rezone of property may be approved or approved with modifications if:

1. The rezone is consistent with the Comprehensive Plan.

Applicant's Response:

The rezone request is a change from the existing zone of R-12 to the proposed zone of R-24. The Comprehensive Plan designation of the site is High Density Residential. The R-24 Zone is an implementing zone for the High Density Residential designation.

Comprehensive Plan Policy LU-3 reads, "The High Density Residential designation is intended for areas near employment and/or commercial areas, where high levels of transit service are present or likely. This designation creates a transition between commercial uses and lower intensity residential uses. Some commercial uses may also be permitted. The permitted base density for this designation may not exceed 48 dwelling units per acre".

The site lies a ½ block from the intersection of NE 175th Street and 15th Avenue NE, which is a local commercial area. 15th Avenue NE is a major mass transit corridor which serves a number of bus routes including routes 348, 347, and 77x. The proposal is keeping in with the Comprehensive Plan Policy of allowing densities of less than 48 dwelling units per acre.

Staff Analysis:

In addition to the policy stated by the Applicant, the proposed rezone also meets the following Goals and Policies:

Goal LU I: Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods.

Goal LU II: Establish land use patterns that promote walking, biking and using transit to access goods, services, education, employment, recreation.

Goal LU V: Enhance the character, quality, and function of existing residential neighborhoods while accommodating anticipated growth.

LU8: Provide, through land use regulation, the potential for a broad range of housing choices and levels of affordability to meet the changing needs of a diverse community.

Goal CD I: Promote community development and redevelopment that is aesthetically pleasing, functional, and consistent with the City's vision.

T28. Encourage development that is supportive of transit, and advocate for expansion and addition of new routes in areas with transit supportive densities and uses.

Goal H II: Encourage development of an appropriate mix of housing choices through innovative land use and well-crafted regulations.

Goal H V: Integrate new development with consideration to design and scale that complements existing neighborhoods, and provides effective transitions between different uses and intensities.

H1: Encourage a variety of residential design alternatives that increase housing choice.

H3: Encourage infill development on vacant or underutilized sites.

H23: Assure that site, landscaping, building, and design regulations create effective transitions between different land uses and densities.

NE1. Promote infill and concurrent infrastructure improvements in areas that are already developed in order to preserve rural areas, open spaces, ecological functions, and agricultural lands in the region.

Based on the noted Comprehensive Plan Goals and Policies, the proposed rezone is consistent with the Comprehensive Plan.

2. The rezone will not adversely affect the public health, safety or general welfare.

Applicant's Response:

The rezone is consistent with the comprehensive plan. This being the case, the intensity and type of use is considered appropriate from a long range planning standpoint. This proposed use only changes the upper limit of allowed density for this site. Other regulatory requirements for the site remain to control environmental impacts. Likewise, other developmental factors which would affect the public health, safety, and general welfare are within the control of local, state, and federal regulations. The design and impacts of the project are therefore limited and mitigated by virtue of the legal requirements that will be placed upon its development.

Staff Analysis:

The subject property is located adjacent to NE 175th Street which is identified as a Collector Arterial in the City's Transportation Master Plan. The site is bounded on three sides by parcels that are zoned R-12 with a Comprehensive Plan Land Use designation of High Density Residential. The parcel to the north and east is a 12-bed rehabilitation center for individuals with traumatic brain injuries.

The proposed townhomes are an approved use in the R-24 zone and will be required to fully comply with the City's Development Code.

The rezone will not adversely affect the public health, safety or general welfare since the Applicant is not introducing a use that cannot already be developed on the site. Townhomes are an approved use in both the R-12 and R-24 zones. The rezone will allow the Applicant to develop seven (7) townhomes (the applicant is proposing six (6) townhomes) instead of 3 townhomes which are currently allowed in the existing zone.

3. The rezone is warranted in order to achieve consistency with the Comprehensive Plan.

Applicant's Response:

The rezone is consistent with the Comprehensive Plan. This rezone would increase potential density of the site to 24 units per acre. This designation is still only half the density considered appropriate for this location by the comprehensive plan.

Staff Analysis:

The rezone is warranted in order to achieve consistency with the Comprehensive Plan. Policy LU-3 states:

LU3: The High Density Residential designation is intended for areas near employment and/or commercial areas, where high levels of transit service are present or likely. This designation creates a transition between commercial uses and lower intensity residential uses. Some commercial uses may also be permitted. The permitted base density for this designation may not exceed 48 dwelling units per acre.

The proposed rezone to R-24 is warranted since the proposal meets Land Use Policy LU-3. The proposed R-24 Zone is in an area near employment, commercial areas, and where high levels of transit are present. The proposed R-24 zone creates a buffer between the commercial uses to the west and the low-density residential uses to the east. The R-24 zone does not exceed 48 dwelling units per acre.

4. The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone.

Applicant's Response:

Intense commercial and residential development exists within ½ block of the site on 15th Avenue NE. Properties adjacent to these projects are in transition; change to more intense use is happening, and must have happened to accommodate the intense growth now being experienced by the City. This location was chosen for allocation of some of that growth. The impacts of increase traffic and need for mass transit is well served at this location. With multifamily and commercial uses existing so closely, the increase in density proposed is appropriate and should not have a negative impact on adjacent properties.

Staff Analysis:

The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone. Any new development on the subject site will be required to comply with the City's Development Code, Stormwater Manual, Engineering Development Manual and other City codes that ensure the site will be developed with the latest building and engineering codes.

5. The rezone has merit and value for the community.

Applicant's Response:

The rezone is the implementation of the city vision for this area as established in its comprehensive plan. This location was chosen for allocation of the city's population growth. With existing commercial uses very close by; good access to major city arterials, highways and freeways; and with a mass transit corridor within a short walk, this is an ideal location for the proposal. The value to the community is found in locating of its population where the existing infrastructure can best serve the growth.

Staff Response:

The proposed rezone and subsequent development of townhomes has merit and value for the community. The proposed rezone is implementing the City's vision for this area as stated in the Comprehensive Plan. This location was chosen for allocation of the City's population growth. Existing commercial uses are in close proximity to the site and transit is a short walk from the site. The proposed development will be required to install full frontage improvements that include sidewalk, curb, gutter, and landscape/amenity zone adjacent to the sidewalk.

RESOURCE/FINANCIAL IMPACT

The proposed rezone will not have a direct resource or financial impact to the City. The rezone does have the potential to add up to seven dwelling units adding to the City's property tax base.

RECOMMENDATION

No action is required at this time. The Hearing Examiner recommendation on the proposed rezone will be presented to the Council with the goal of answering Council's questions and receiving Council's feedback regarding the proposed rezone. The

Hearing Examiner did recommend approval of this rezone application on May 13th, 2016 (**Attachment A**). Staff does recommend that the Council adopt proposed Ordinance No. 748 when it is brought back to Council for adoption on July 25, 2016.

ATTACHMENTS

- Attachment A – Proposed Ordinance No. 748
- Attachment B – Hearing Examiner Decision
- Attachment C – Proposed Site Plan
- Attachment D – Vicinity Map
- Attachment E – Zoning Map
- Attachment F – Comprehensive Plan Land Use Map
- Attachment G – Neighborhood Meeting Summary
- Attachment H – Notice of Application
- Attachment I – Notice of Public Hearing
- Attachment J – Public Comment Letters
- Attachment K – SEPA Determination of Nonsignificance
- Attachment L – Applicant’s Response to Decision Criterion

ORDINANCE NO. 748

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON APPROVING THE HORIZON VIEW HOMES SITE-SPECIFIC REZONE APPLICATION TO AMEND THE CITY’S OFFICIAL ZONING MAP FROM R-12 TO R-24 FOR PROPERTY LOCATED AT 1540 NE 175th STREET.

WHEREAS, the City of Shoreline is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and planning pursuant to the Growth Management Act, Title 36.70C RCW; and

WHEREAS, the applicant seeks a site-specific rezone of single tax parcel of 0.29 acres in size located at 1540 NE 175th Street, Tax Parcel 4024101295; and

WHEREAS, the request site-specific rezone would amend the City’s Official Zoning Map for this parcel from its current zoning of Residential 12 units per acre (R-12) to Residential 24 units per acre (R-24); and

WHEREAS, the site-specific rezone implements the Comprehensive Plan land use designation for the parcel of High-Density Residential; and

WHEREAS, SMC 20.30.060 classifies a site-specific rezone as a Type C decision for which the City of Shoreline Hearing Examiner, after an open record public hearing, prepares findings and conclusions, and makes a recommendation to the City Council; and

WHEREAS, the environmental impacts of the site-specific zone resulted in the issuance of a Determination of Non-Significance (DNS) on April 21, 2016; and

WHEREAS, the City of Shoreline Hearing Examiner held a properly noticed open record public hearing on May 11, 2016; and

WHEREAS, on May 13, 2016, the City of Shoreline Hearing Examiner issued her “Findings, Conclusions and Recommendation,” finding that the site-specific rezone satisfied the criteria set forth in SMC 20.30.320; and

WHEREAS, the City of Shoreline Hearing Examiner recommended approval of the site-specific rezone; and

WHEREAS, pursuant to SMC 20.30.060, the City Council has final decision making authority and this decision is to be made at a public meeting; and

WHEREAS, the City Council concurs with the May 13, 2016 “Findings, Conclusions, and Recommendation” of the City of Shoreline Hearing Examiner and determines that the site-specific rezone should approved;

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

Section 1. Hearing Examiner’s Recommendation. The City of Shoreline Hearing Examiner’s May 13, 2016 Findings, Conclusion and Recommendation attached as Exhibit A, is hereby adopted.

Section 2. Amendment. The City’s Official Zoning Map shall be amended to change the zoning designation for the property located at 1540 NE 175th Street Shoreline (Tax Parcel 4024101295), as depicted in Exhibit B, from Residential 12 units per acre (R-12) to Residential 24 units per acre (R-24).

Section 3. 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 _____, _____, 2016.

Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Margaret King
City Attorney

Date of Publication: , 2016
Effective Date: , 2016

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

PROPOSAL INFORMATION SUMMARY

Project: Horizon View Homes Rezone Application
File Number: 202135
Applicant: Laurey Tobiason for Daniel Wick
Property Location: 1540 NE 175th Street
Recommendation: Planning and Community Development Department:
Approve
Public Hearing: May 11, 2016

Introduction

The applicant seeks a rezone of property from R-12 to R-24 for construction of six attached townhomes. A public hearing on the application was held on May 11, 2016, in Council Chambers at Shoreline City Hall, 17500 Midvale Avenue North in Shoreline. The Planning and Community Development Department (“Department”) was represented by Steve Szafran, Senior Planner. The applicant, Daniel Wick, was represented by Laurey Tobiason. The Department’s Staff Report, with 10 attachments, was admitted into the record. The Hearing Examiner inspected the site following the hearing.

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

Findings of Fact

1. The subject property is located approximately 370 feet east of 15th Avenue NE in the North City Business District. It is zoned R-12, as are the surrounding properties. It is relatively flat, with no identified critical areas.
2. The site and the parcel to the west are each developed with single-family residences. The parcel to the north and east of the site is currently being redeveloped with a 12-bed center for traumatic brain injuries. To the south, across NE 175th Street, is R-6 zoned property developed with single-family residences. To the west is a CB zoning district with commercial development.
3. The Comprehensive Plan Land Use designation for the site is High-Density Residential, which is intended for areas near employment and/or commercial areas, where high levels of

Attachment A - Exhibit A

Hearing Examiner Decision

Application No. 202135

Page 2 of 3

transit service are present or likely. The designation is intended to create a transition between commercial uses and lower intensity residential uses and also allows some commercial uses.

4. The site is accessed via NE 175th Street, which is designated a Collector Arterial. There are no sidewalks adjacent to the site. One-half block away is 15th Avenue NE, which is an arterial and a major transit corridor.

5. The range of densities within the Comprehensive Plan's High Density Residential designation is R-12 to R-48. Townhomes are a permitted use on the subject property. The existing R-12 zoning would allow redevelopment with three units. The proposed R-24 zoning would allow 6 units.

6. The Applicant seeks a rezone of the subject property to R-24 for purposes of constructing 6 attached townhomes, each of which would have parking space for two vehicles. Exhibit 1, attachment 1. The townhomes would be oriented to the west side of the property, with a common drive aisle on the east side. Landscape buffers are shown along the east, north and west sides of the property. The applicant will construct full frontage improvements.

7. The Staff Report recites the public notice and public involvement process for the application, as well as agency comment. Exhibit 1 at 2. The Department received two public comment letters expressing concern about a potential increase in traffic, lack of sidewalks, lack of neighborhood parking, incompatibility with single-family homes, and public health issues. Exhibit 1, attachment 8.

8. One member of the public testified at the public hearing on the proposal and expressed concern about the proposal adding vehicles to existing traffic and parking issues in the area, and the lack of sidewalks. The Department noted that the project would be fully reviewed for traffic concurrency, and that impact fees would be imposed if warranted.

9. The Department issued a SEPA Determination of Non-Significance for the proposal on April 21, 2016, which was not appealed. Exhibit 1, attachment 9.

10. The Department reviewed the proposal and recommends that the rezone be approved. Exhibit 1.

11. SMC 20.30.320 provides that a rezone may be approved if it meets the following criteria:

1. The rezone is consistent with the Comprehensive Plan; and
2. The rezone will not adversely affect the public health, safety or general welfare; and
3. The rezone is warranted in order to achieve consistency with the Comprehensive Plan; and

4. The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone; and
5. The rezone has merit and value for the community.


Conclusions

1. The Hearing Examiner has jurisdiction to make a recommendation on this application pursuant to SMC 20.30.060.
2. Under Rule 3.6 of the Rules of Procedure for Administrative Hearings of the City of Shoreline, the applicant has the burden of establishing that the application complies with applicable laws and regulations.
3. Most of the public comments voiced concerns about existing traffic and parking issues in the area and an existing lack of infrastructure, such as sidewalks. These may be valid concerns, but existing conditions are seldom sufficient grounds on which to deny a proposal. That is particularly true in this case where: 1) the rezone is consistent with the Comprehensive Plan's designated density for the property; 2) the proposed development would be at the low end of the designation's density range; 3) The proposed development would provide a transition between single-family residential property on one side and nearby commercial uses on the other; and 4) the proposal will be required to meet all Code requirements.
4. The Department's Staff Report at pages 3-5 provides a thorough analysis of the application's consistency with each of the rezone criteria. That section of the Staff Report requires one correction. On page 5, #2, the last sentence of the fourth full paragraph is corrected to read as follows: "The rezone will allow the Applicant to develop six (6) townhomes instead of 3 townhomes which are currently allowed in the existing zone." As corrected, the Staff Report's rezone analysis is adopted by reference.
5. The application meets all the criteria for a rezone and should therefore be approved.

Recommendation

The Hearing Examiner recommends that the rezone application be approved.

Entered this 13th day of May, 2016.


Sue A. Tanner
Hearing Examiner

**BEFORE THE HEARING EXAMINER
CITY OF SHORELINE**

CERTIFICATE OF SERVICE

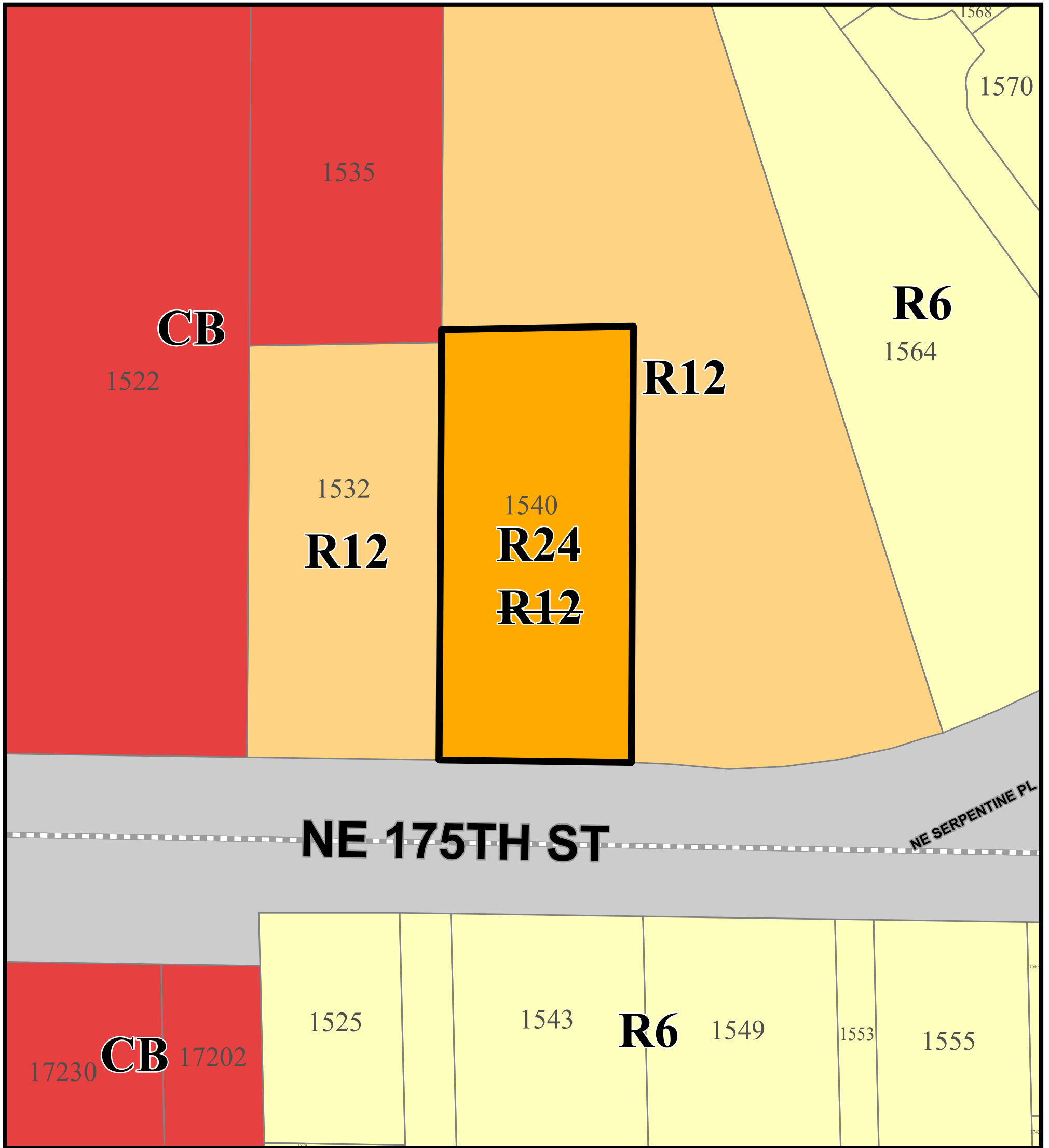
I certify under penalty of perjury under the laws of the State of Washington that on this date I sent true and correct copies of the attached **Findings, Conclusions, and Recommendation** to each person listed below, or on the attached mailing list, in the matter of **Horizon View Homes Rezone Application**, Project No.: **202135** in the manner indicated.

Party	Method of Service
Bonita Roznos City Clerk's Office City of Shoreline 17500 Midvale Ave N Shoreline, WA 98133 broznos@shorelinewa.gov	<input checked="" type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger

Dated: May 13, 2016

TK

Tiffany Ku
Legal Assistant



15040 NE 175th St Rezone

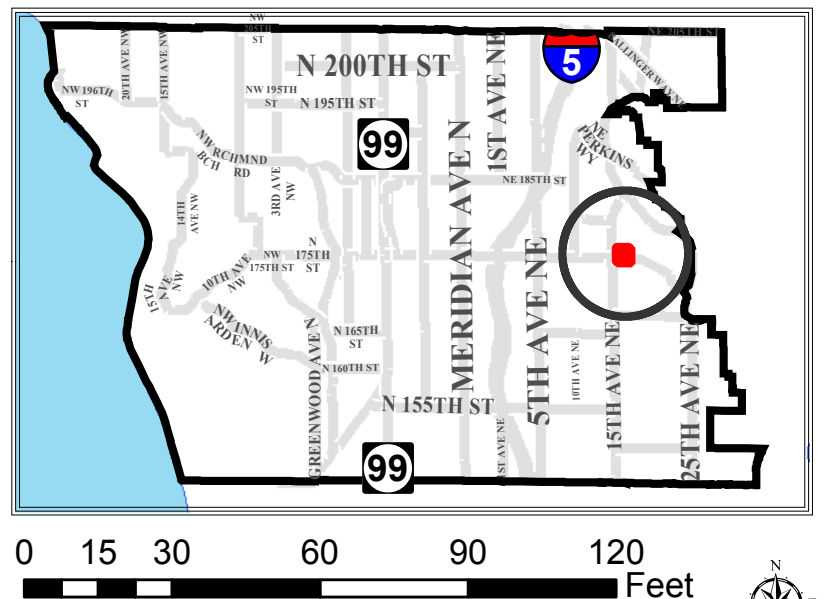
R-12 to R-24

Zoning Legend

- | | |
|--|----------------------------------|
| TC-1 to TC-4; Town Center | CZ; Contract Zone |
| MUR-70; Mixed Use Residential (70' height) | R-48; Residential, 48 units/acre |
| MUR-45; Mixed Use Residential (45' height) | R-24; Residential, 24 units/acre |
| MUR-35; Mixed Use Residential (35' height) | R-18; Residential, 18 units/acre |
| MB; Mixed Business | R-12; Residential, 12 units/acre |
| CB; Community Business | R-8; Residential, 8 units/acre |
| NB; Neighborhood Business | R-6; Residential, 6 units/acre |
| PA 3; Planned Area 3 | R-4; Residential, 4 units/acre |
| C; Campus | |

Feature Legend

- | | |
|-----------------|--------------------|
| - Parcel Change | - Unclassified ROW |
| - City Boundary | - Parcel Line |



No warranties of any sort, including accuracy, fitness, or merchantability, accompany this product.

Representation of official zoning map adopted by City Ordinance No. 292. Shows amendments through June, 2016.



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

PROPOSAL INFORMATION SUMMARY

Project: Horizon View Homes Rezone Application
File Number: 202135
Applicant: Laurey Tobiason for Daniel Wick
Property Location: 1540 NE 175th Street
Recommendation: Planning and Community Development Department:
Approve
Public Hearing: May 11, 2016

Introduction

The applicant seeks a rezone of property from R-12 to R-24 for construction of six attached townhomes. A public hearing on the application was held on May 11, 2016, in Council Chambers at Shoreline City Hall, 17500 Midvale Avenue North in Shoreline. The Planning and Community Development Department (“Department”) was represented by Steve Szafran, Senior Planner. The applicant, Daniel Wick, was represented by Laurey Tobiason. The Department’s Staff Report, with 10 attachments, was admitted into the record. The Hearing Examiner inspected the site following the hearing.

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

Findings of Fact

1. The subject property is located approximately 370 feet east of 15th Avenue NE in the North City Business District. It is zoned R-12, as are the surrounding properties. It is relatively flat, with no identified critical areas.
2. The site and the parcel to the west are each developed with single-family residences. The parcel to the north and east of the site is currently being redeveloped with a 12-bed center for traumatic brain injuries. To the south, across NE 175th Street, is R-6 zoned property developed with single-family residences. To the west is a CB zoning district with commercial development.
3. The Comprehensive Plan Land Use designation for the site is High-Density Residential, which is intended for areas near employment and/or commercial areas, where high levels of

transit service are present or likely. The designation is intended to create a transition between commercial uses and lower intensity residential uses and also allows some commercial uses.

4. The site is accessed via NE 175th Street, which is designated a Collector Arterial. There are no sidewalks adjacent to the site. One-half block away is 15th Avenue NE, which is an arterial and a major transit corridor.

5. The range of densities within the Comprehensive Plan's High Density Residential designation is R-12 to R-48. Townhomes are a permitted use on the subject property. The existing R-12 zoning would allow redevelopment with three units. The proposed R-24 zoning would allow 6 units.

6. The Applicant seeks a rezone of the subject property to R-24 for purposes of constructing 6 attached townhomes, each of which would have parking space for two vehicles. Exhibit 1, attachment 1. The townhomes would be oriented to the west side of the property, with a common drive aisle on the east side. Landscape buffers are shown along the east, north and west sides of the property. The applicant will construct full frontage improvements.

7. The Staff Report recites the public notice and public involvement process for the application, as well as agency comment. Exhibit 1 at 2. The Department received two public comment letters expressing concern about a potential increase in traffic, lack of sidewalks, lack of neighborhood parking, incompatibility with single-family homes, and public health issues. Exhibit 1, attachment 8.

8. One member of the public testified at the public hearing on the proposal and expressed concern about the proposal adding vehicles to existing traffic and parking issues in the area, and the lack of sidewalks. The Department noted that the project would be fully reviewed for traffic concurrency, and that impact fees would be imposed if warranted.

9. The Department issued a SEPA Determination of Non-Significance for the proposal on April 21, 2016, which was not appealed. Exhibit 1, attachment 9.

10. The Department reviewed the proposal and recommends that the rezone be approved. Exhibit 1.

11. SMC 20.30.320 provides that a rezone may be approved if it meets the following criteria:

1. The rezone is consistent with the Comprehensive Plan; and
2. The rezone will not adversely affect the public health, safety or general welfare; and
3. The rezone is warranted in order to achieve consistency with the Comprehensive Plan; and

4. The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone; and
5. The rezone has merit and value for the community.


Conclusions

1. The Hearing Examiner has jurisdiction to make a recommendation on this application pursuant to SMC 20.30.060.
2. Under Rule 3.6 of the Rules of Procedure for Administrative Hearings of the City of Shoreline, the applicant has the burden of establishing that the application complies with applicable laws and regulations.
3. Most of the public comments voiced concerns about existing traffic and parking issues in the area and an existing lack of infrastructure, such as sidewalks. These may be valid concerns, but existing conditions are seldom sufficient grounds on which to deny a proposal. That is particularly true in this case where: 1) the rezone is consistent with the Comprehensive Plan's designated density for the property; 2) the proposed development would be at the low end of the designation's density range; 3) The proposed development would provide a transition between single-family residential property on one side and nearby commercial uses on the other; and 4) the proposal will be required to meet all Code requirements.
4. The Department's Staff Report at pages 3-5 provides a thorough analysis of the application's consistency with each of the rezone criteria. That section of the Staff Report requires one correction. On page 5, #2, the last sentence of the fourth full paragraph is corrected to read as follows: "The rezone will allow the Applicant to develop six (6) townhomes instead of 3 townhomes which are currently allowed in the existing zone." As corrected, the Staff Report's rezone analysis is adopted by reference.
5. The application meets all the criteria for a rezone and should therefore be approved.

Recommendation

The Hearing Examiner recommends that the rezone application be approved.

Entered this 13th day of May, 2016.


Sue A. Tanner
Hearing Examiner

**BEFORE THE HEARING EXAMINER
CITY OF SHORELINE**

CERTIFICATE OF SERVICE

I certify under penalty of perjury under the laws of the State of Washington that on this date I sent true and correct copies of the attached **Findings, Conclusions, and Recommendation** to each person listed below, or on the attached mailing list, in the matter of **Horizon View Homes Rezone Application**, Project No.: **202135** in the manner indicated.

Party	Method of Service
Bonita Roznos City Clerk's Office City of Shoreline 17500 Midvale Ave N Shoreline, WA 98133 broznos@shorelinewa.gov	<input checked="" type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger

Dated: May 13, 2016

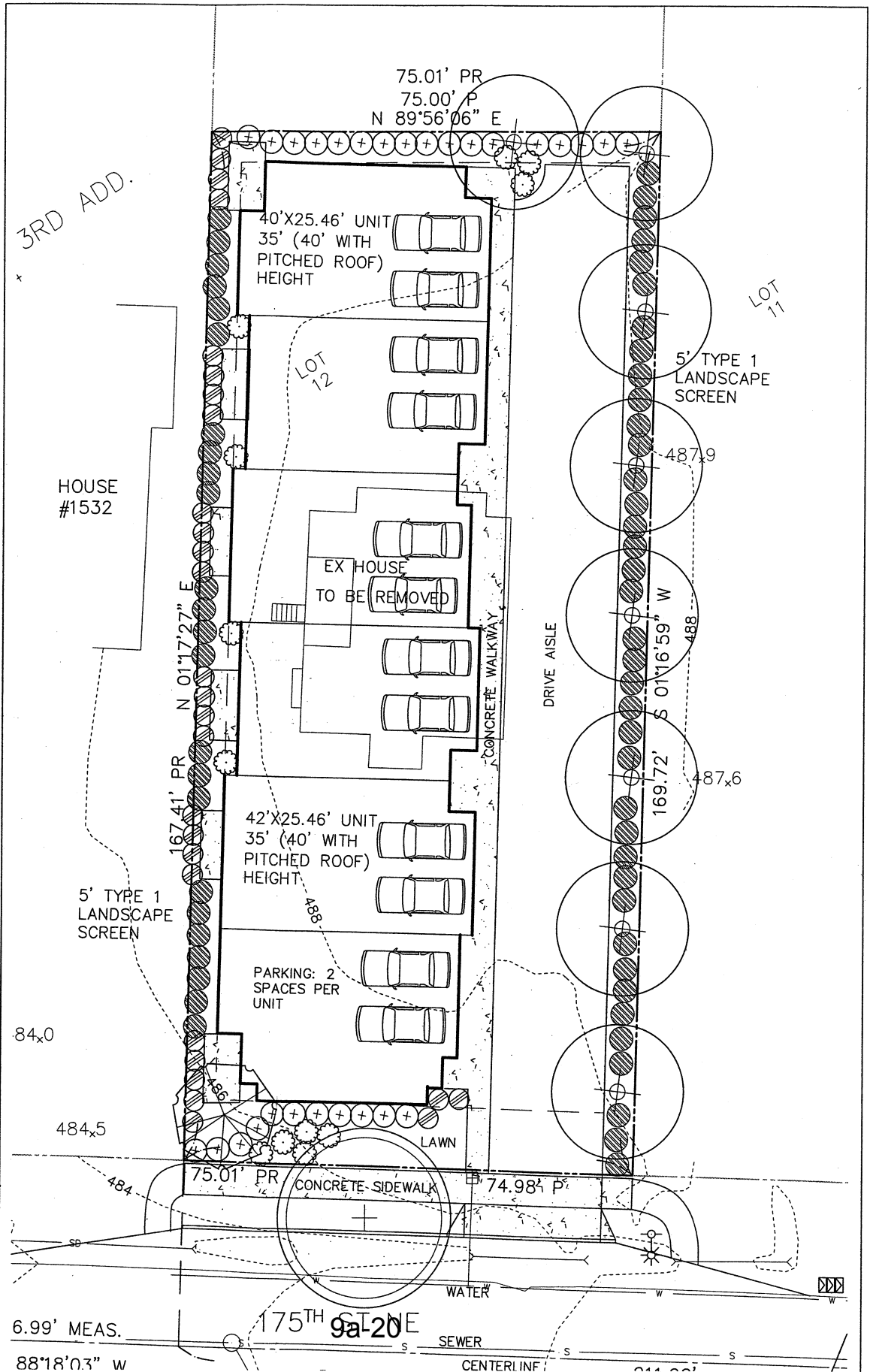
TK

Tiffany Ku
Legal Assistant

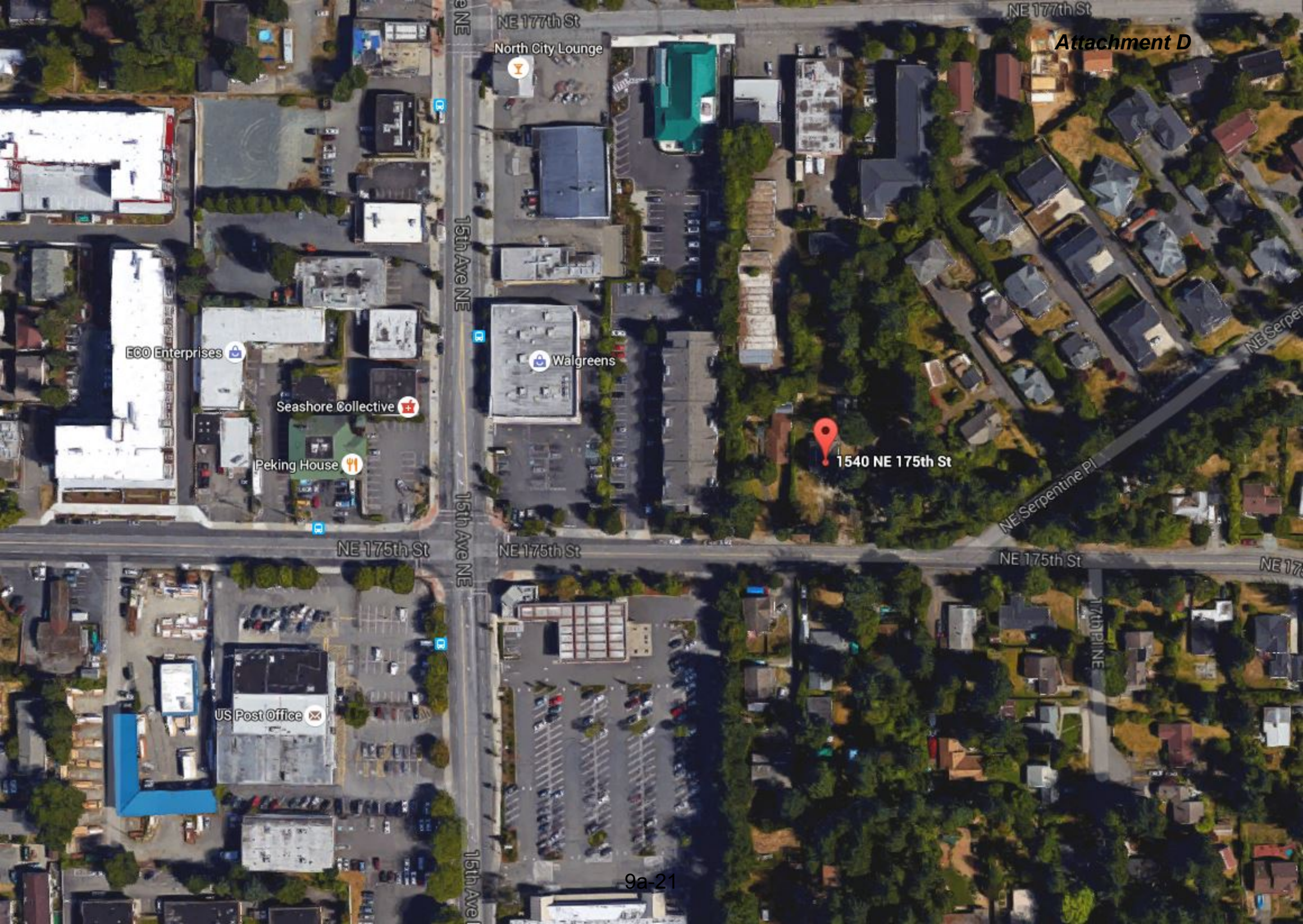
Site Plan

1540 NE 175th Street

Attachment C



To see the ac



NE 177th St
North City Lounge

ECO Enterprises

Seashore Collective

Peking House

Walgreens

1540 NE 175th St

NE 175th St

NE 175th St

NE 175th St

US Post Office



NE 177TH ST

NE 177TH ST

NE 177TH ST

15TH AVE NE

NE 175TH ST

NE SERPENTINE PL

9a-22

CB

CB

R48

R18

R6

R12

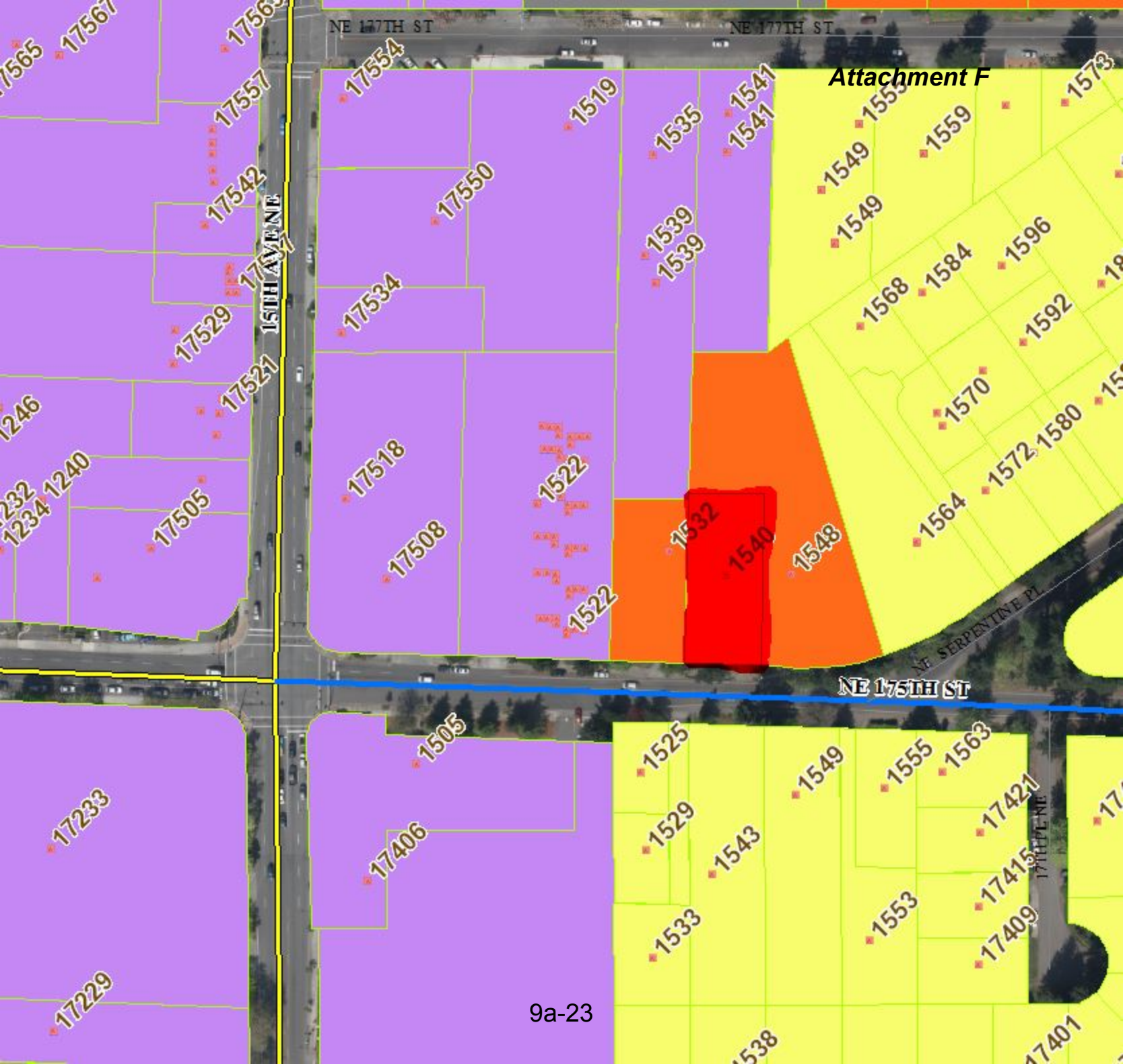
CB

CB

R6

CB

Attachment F



9a-23

SUMMARY OF NEIGHBORHOOD MEETING

RECEIVED
MAR 16 2016

PCD

202135

City of Shoreline
Planning Department
17500 Midvale Ave N
Shoreline, WA 98133
RE: Rezone of 1540 NE 175th Street Shoreline WA 98155

RECEIVED
MAR 16 2016
PCD

March 15, 2016

202135

Meeting Summary

Neighborhood Meeting for proposed development located at 1540 NE 175th St Shoreline, WA 98155

A neighborhood meeting was held on 11/30/2015 @ 5:30pm

The following people were in attendance

- Robin C Oleary
17408 17th PI NE Shoreline Wa 98155

There was one concern brought up at the meeting in regards to landscaping. We intend to do landscaping, buffering in between the road and the building. There were no other concerns or issues raised at the meeting.

CORDIALLY,



*DANIEL WICK
PROPERTY OWNER*



November 19, 2015

RECEIVED
MAR 16 2016
PCD
202135

RE: Neighborhood Meeting Notice for
1540 NE 175th Street
Shoreline, WA 98155

Dear Neighbor,

Please come hear a presentation for a proposed development at 1540 NE 175th St, Shoreline, WA 98155 (Subject Property). At this meeting we will discuss the specific details and solicit comments on the proposal from the neighborhood.

MEETING INFORMATION

Proposal: Rezone of the subject property to high density residential use and development of a five unit townhouse project including garage parking.


Date: Monday, November 30th, 2015

Time: 5:30 p.m.

Location of Meeting: The meeting will be held at the Shoreline Conference Center in the Aurora Room, which is located at 18560 1st Ave NE, Shoreline, WA 98155

We look forward to seeing you there.

Cordially,



Daniel Wick, President
Horizon View Homes

**The City of Shoreline Notice of Rezone Application including
Optional SEPA DNS Process**

Location, Application No., Type of Permit(s) Required and Project Description:

1540 NE 175th Street, #202135 Rezone Application, The applicant has requested to rezone a .29 acre site from Residential 12-units per acre (R-12) to Residential 24-units per acre (R-24) in order to construct 6 townhomes.

The City expects to issue a SEPA Determination of Nonsignificance. This may be the only opportunity to comment on the environmental impacts of this proposal.

The public comment period ends April 15, 2016 at 5:00 p.m. Please mail, fax (206) 801-2788 or deliver comments to City of Shoreline, Attn: Steven Szafran 17500 Midvale Avenue N, Shoreline, WA 98133 or email to sszafran@shorelinewa.gov@shorelinewa.gov.

Copies of the full notice of application, application materials including SEPA documents, and applicable codes are available for review at City Hall, 17500 Midvale Avenue N.



Notice of Public Hearing of the Hearing Examiner

Applicant, Application No., and Permit Requested: Horizon View Homes, #202135 Rezone Application.

Location & Description of Project: 1540 NE 175th Street. The applicant has requested to rezone a .29 acre site from Residential 12-units per acre (R-12) to Residential 24-units per acre (R-24) in order to construct 6 townhomes.

Threshold Determination: The City of Shoreline has issued a Determination of Nonsignificance (DNS) under the State Environmental Policy Act Rules (Chapter 197-11 WAC) for this project. There is no additional public comment for this DNS.

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 Wednesday, May 11, 2016 at 6:00 p.m. in the Council Chamber at City Hall 17500 Midvale Avenue N, Shoreline, WA.

Copies of the Notice of Application, SEPA Threshold Determination, application materials and applicable codes are available for review at City Hall, 17500 Midvale Avenue N.

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.

NOTICE OF DISCLOSURE

The City of Shoreline will enter all comments received into the public record and may make these comments, and any attachments or other supporting materials, available unchanged, including any business or personal information (name, email address, phone, etc.) that you provide available for public review. This information may be released on the City's website. Comments received are part of the public record and subject to disclosure under the Public Records Act, RCW 42.56. Do not include any information in your comment or supporting materials that you do not wish to be made public, including name and contact information.

Steve Szafran

From: Crispin, Beth Ann <beth.crispin@seattlechildrens.org>
Sent: Wednesday, April 20, 2016 11:01 AM
To: Steve Szafran
Subject: Town Homes Rezone

Hello,

I received your letter about a notice of rezone for 1540 NE 175th Street in Shoreline. I am interested in learning more about the Townhomes that are going to be built there. Do you have any contact information for the builder? Thank you,

Sincerely,

Beth Crispin

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information protected by law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Steve Szafran

From: Ann Ocean <Ann.Ocean@awbank.net>
Sent: Thursday, April 14, 2016 10:04 AM
To: Steve Szafran
Cc: PCD
Subject: Re-Zone Permit 202135 R-12 & R24 Neighborhood complaint

City of Shoreline

17500 Midvale Ave N

Shoreline WA

RE: Re-Zone Application #202135

Address 1540 NE 175th St

Shoreline, WA 98155

Good Morning;

I am writing today to voice my concern/denial/complaint to the application/permit # 202135 to re-zone the property.

I don't even approve of the R12 and now Daniel Wick Horizon Homes has applied to you to re-zone the property to R24.

My family has been in Shoreline since the late 1960 and still reside in the family home, literally a "stone throw" from the property (1540 NE 175th) being re-zoned. This has always been a residential area on a two lane road off NE 175th going east, which over time has become busier with the development on the west side of NE 175th and the North City business area. We have a Brain Trauma Center being built at the corner of NE 175th & Serpentine which will increase the traffic and additional parking issues.

The R12 and R24 permit application are "out of line" for the residential area as you look at the street now; homes on both side of the street/properties being built/permitted will be boxed in, no parking, no walking with children/dogs in the area which really isn't safe now and all on this on a two lane road which has no additional room on either side of the street for a four lane road.

A R12 or R24 zone will not improve the area but will create additional problems/concerns for the residents who will call/write and complain to the City of Shoreline; we have homeless in the area, unwanted parking for the homeless, trash/human waste on the side of the road, drug deals, used needles and spent condoms.

Is this really what the City of Shoreline wants?

My family certainly does not want this.

Thank you for listening.

Ann (Provencher) Ocean

Shoreline Resident



Ann Ocean

Senior Loan Specialist Ballard Office

2227 NW 57th St Seattle, WA 98107

Office: 206-297-4207

bannerbank.com

Fax: 206-283-0083

E-mail: ann.ocean@bannerbank.com

Better ideas. Better banking.

This e-mail and any attachments may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Transmission or use of this information by an unintended recipient is unauthorized, may be illegal, and shall not be deemed a waiver of any privilege (including attorney-client privilege). We disclaim liability for any virus or other malicious code. We advise you to carry out your own viral checks and use other security checks before opening any attachment.



17500 Midvale Avenue North
Shoreline, WA 98133-4905
(206) 801-2500 ♦ Fax (206) 801-2788

SEPA THRESHOLD DETERMINATION OF NONSIGNIFICANCE (DNS)

PROJECT INFORMATION

DATE OF ISSUANCE: **April 21, 2016**
PROPONENT: **City of Shoreline**
LOCATION OF PROPOSAL: **1540 NE 175th Street, Shoreline, WA 98133**

DESCRIPTION OF PROPOSAL: **The applicant has requested to rezone a .29 acre site from Residential 12-units per acre (R-12) to Residential 24-units per acre (R-24) in order to construct 6 townhomes.**

PUBLIC HEARING **Tentatively scheduled for May 11, 2016**

SEPA THRESHOLD DETERMINATION OF NONSIGNIFICANCE (DNS)

The City of Shoreline has determined that the proposal will not have a probable significant adverse impact(s) on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of the environmental checklist, the City of Shoreline Comprehensive Plan, the City of Shoreline Development Code, and other information on file with the Department. This information is available for public review upon request at no charge.

This Determination of Nonsignificance (DNS) is issued in accordance with WAC 197-11-340(2). The City will not act on this proposal for 15 days from the date below.

RESPONSIBLE OFFICIAL: **Rachael Markle, AICP**
Planning & Community Development, Director and SEPA Responsible Official
ADDRESS: **17500 Midvale Avenue North** PHONE: **206-801-2531**
Shoreline, WA 98133-4905

DATE: 4/19/16 SIGNATURE: *R. Markle* for R. Markle

PUBLIC COMMENT, APPEAL, AND PROJECT INFORMATION

The public comment period will end on May 11, 2016. There is no administrative appeal of this determination. The SEPA Threshold Determination may be appealed with the decision on the underlying action to superior court. If there is not a statutory time limit in filing a judicial appeal, the appeal must be filed within 21 calendar days following the issuance of the underlying decision in accordance with State law.

The file and copy of the Development Code amendments are available for review at the City Hall, 17500 Midvale Ave N., 1st floor – Planning & Community Development or by contacting Steven Szafran, AICP, Senior Planner at sszafran@shorelinewa.gov or by calling 206-801-2512.

The file and copy of this SEPA Determination of Nonsignificance is available for review at the City Hall, 17500 Midvale Ave N., 1st floor – Planning & Community Development.

TOBIASON

LAND USE CONSULTING/LANDSCAPE ARCHITECTURE

RECEIVED
MAR 16 2016

PCD

175th Street NE Rezone Request

Decision Criteria Narrative

202135

The rezone is consistent with the Comprehensive Plan:

The rezone request is a change from the existing zone of R-12 to the proposed zone of R-24. The comprehensive plan designation of the site is High Density Residential. R-24 is an implementing zone for the High Density Residential designation.

Comprehensive policy LU-3 reads: "The High Density Residential designation is intended for areas near employment and/or commercial areas, where high levels of transit service are present or likely. This designation creates a transition between commercial uses and lower intensity residential uses. Some commercial uses may also be permitted. The permitted base density for this designation may not exceed 48 dwelling units per acre."

The site lies 1/2 a block from the intersection of 175th Street NE and 15th Avenue NE, which is a local commercial area. 15th Avenue NE is a major mass transit corridor (routes 348, 347 and 77x). The proposal is for a rezone which would allow densities of less than 48 dwelling units per acre.

For these reasons, the rezone request is consistent with the comprehensive plan.

The rezone will not adversely affect the public health, safety or general welfare:

As demonstrated above, the rezone is consistent with the comprehensive plan. This being the case, the intensity and type of use is considered appropriate from a long range planning standpoint. This proposed rezone only changes the upper limit of allowed density for this site. Other regulatory requirements for the site remain to control environmental impacts. Likewise, other developmental factors which would affect the public health, safety and general welfare are within the control of local, state and federal regulations. The design and impacts of the project are therefore limited and mitigated by virtue of the legal requirements that will be placed upon its development.

The rezone is warranted in order to achieve consistency with the Comprehensive Plan.

As demonstrated above, the rezone is consistent with the Comprehensive Plan. This rezone would increase potential density of the site to 24 units per acre. This designation is still only half the density considered appropriate for this location by the comprehensive plan.

The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone:

TOBIASON

LAND USE CONSULTING/LANDSCAPE ARCHITECTURE

Intense commercial and residential development exists within ½ block of the site on 15th Avenue NE. Properties adjacent to these projects are in transition; change to more intense use is happening, and must happen to accommodate the intense growth now being experienced by the City. This location was chosen for allocation of some of that growth. The impacts of increase traffic and need for mass transit are well served at this location. With multifamily and commercial uses existing so closely, the increase in density proposed is appropriate and should not have a negative impact on adjacent properties.

The rezone has merit and value for the community:

As demonstrated in the foregoing discussion, the rezone is the implementation of the city vision for this area as established in its comprehensive plan. This location was chosen for allocation of the city's population growth. With existing commercial uses very close by; good access to major city arterials, highways and freeways; and with a mass transit corridor within a short walk, this is an ideal location for the proposal. The value to the community is found in locating of its population where the existing infrastructure can best serve the growth.

Statement of Use

The proposal is for a residential townhouse project of six units. A site plan has been developed showing the building configuration, vehicular and pedestrian access, parking, building elevation and landscaping.

The building coverage will be approximately 6000 square feet. The building itself will be three stories tall with a maximum height of 40 feet consistent with the R-24 zoning bulk regulations. Two parking spaces are provided in closed garages. The hardscape area will be approximately 4,745 square feet. Five foot wide landscape screens are proposed surrounding the project.

Frontage Improvements

Please see the site plan for the frontage improvement plan. We are showing curb and gutter; a five foot planter strip with lawn and a street tree; and a five foot wide concrete sidewalk.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Adoption of Ordinance No. 749, Budget Amendment for 2016 Vehicle Purchase
DEPARTMENT:	Administrative Services Department
PRESENTED BY:	Sara Lane, Administrative Services Department Dan Johnson, Fleet & Facilities Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT: Staff is requesting approval of Ordinance No. 749 to increase the appropriations for the Equipment Replacement Fund in the amount of \$26,368 to purchase a 2016 Nissan Leaf, increase revenues by \$4,488, and a \$9,429 budget transfer from the Vehicle Operations Fund. Upon approval of the budget amendment and in accordance with the City’s purchasing policy, staff will proceed to purchase the new vehicle because the cost is within staff’s \$50,000 authorization level.

The 2016 Nissan Leaf would replace a City motor pool vehicle which was involved in a car accident that occurred on April 26, 2016. The damaged City vehicle is a 2005 Ford Focus that was used in the motor pool program. Staff worked with the Washington Cities Insurance Authority (WCIA) on the claims process. WCIA determined that the City vehicle was totaled. Staff is proposing to purchase an electric vehicle as replacement for the following reasons:

- Supports City Council Goal 2: Improve Shoreline’s utility, transportation, and environmental infrastructure.
- Maintenance costs such as fuel and maintenance are estimated to decrease.

In addition, staff intends to purchase the new vehicle through the Washington State Department of Enterprise Services (DES) contract selection process. DES has completed a competitive selection process that also allows local municipal agencies to utilize to purchase vehicles, equipment, and other services at competitive prices.

RESOURCE/FINANCIAL IMPACT: Proposed Ordinance No. 749 increases appropriations to the 2016 Budget by \$26,368, increases revenues by \$4,488, and uses available fund balance totaling \$12,451.

The 2016 Nissan Leaf estimated cost totals \$26,368. The estimated annual operating, maintenance, and replacement costs will increase by \$350 over the annual costs for the Ford Focus, which will be included in the 2017 Budget. To date, \$12,451 has been collected for the replacement of the Ford Focus. Combined with the \$4,488 from the claim reimbursement, there is \$9,429 needed to complete the purchase. Due to lower than expected vehicle maintenance costs and savings due to the price of fuel, there is a projected 2016 savings in the Vehicle Operations Fund of \$9,429, which can be transferred to Equipment Replacement Fund for the purchase of the Nissan Leaf. The

increase to the 2016 appropriations for the Equipment Replacement Fund is \$26,368 to purchase the new vehicle, an increase in revenues by \$4,488, and a \$9,429 budget transfer from the Vehicle Operations Fund. The net impact to the 2016 Budget appropriations is \$16,939, which is partially offset by \$4,488 in revenue. The remaining \$12,451 is from the Equipment Replacement Fund balance.

The following programs in the operating budget will be impacted by this amendment:

Vehicle Operations Fund: \$0

Due to the fact the 2016 Budget already includes the appropriation of the \$9,429, there is no change in actual allocations. Instead, the expense is changing from maintenance and fuel to a budget transfer to the Equipment Replacement Fund, which will show it as a revenue.

Equipment Replacement Fund: \$26,368

The \$26,368 reflects the total cost of the Nissan Leaf.

RECOMMENDATION

No action is required by the City Council. This meeting will provide an opportunity for Council to ask specific questions and provide staff direction. Council is currently scheduled to consider Proposed Ordinance No. 749 for adoption on July 25, 2016.

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

BACKGROUND

The City's 2005 Ford Focus was involved in a car accident which occurred on April 26, 2016. This vehicle is primarily used in the City's motor pool and used by employees to travel for City business. A motorist rear-ended the City vehicle and after receiving a repair estimate ranging from \$5,000 to \$6,500, Fleet Services worked with the Washington Cities Insurance Authority (WCIA) on the claim reimbursement process.

WCIA determined that the vehicle, originally scheduled to be replaced in 2021, was totaled and appraised the vehicle at \$5,488. WCIA provided a check to the City in the amount of \$4,488 which subtracts the \$1,000 deductible. WCIA will then pursue the party responsible for the damage with the goal of also returning the \$1,000 to the City. Fleet Services is proposing to purchase a 2016 Nissan Leaf as a replacement vehicle for the following reasons:

- Supports City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.
- Maintenance costs such as fuel and maintenance are estimated to decrease due to purchasing an electric powered vehicle which does not require oil changes and other types of engine maintenance work.
- The new vehicle includes a larger 30 kWh battery for longer travel and faster charging time. This would allow greater use of the vehicle for City business activities. The travel range would allow up to 107 miles with a larger battery compared to 84 miles on a 24 kWh battery.

The new vehicle will be purchased through the Washington State Department of Enterprise Services (DES) contract selection process. This process allows municipal agencies to purchase vehicles, equipment and other services at reasonable and competitive prices. Since the cost of the vehicle is less than \$50,000, the City's purchasing policies allow staff to purchase the vehicle once the budget amendment is approved.

RESOURCE/FINANCIAL IMPACT

Proposed Ordinance No. 749 increases appropriations to the 2016 Budget by \$26,368, increases revenues by \$4,488, and uses available fund balance totaling \$12,451.

The estimated cost to purchase a 2016 Nissan Leaf totals \$26,368. This amount also includes license and registration and City decals. The estimated delivery time for the new vehicle is nine to 12 weeks. The estimated annual operating, maintenance, and replacement costs will increase by \$350 over the vehicle being replaced. The increase in annual costs will be included in the 2017 Proposed Budget.

Due to lower than expected vehicle maintenance costs and fuel savings, there is a projected savings in the Vehicle Operations Fund of \$9,429 in 2016, which can be transferred to Equipment Replacement Fund for the purchase of the Nissan Leaf.

The increase to the appropriations for the Equipment Replacement Fund is \$26,368 to purchase the new vehicle, an increase in revenues by \$4,488, and a \$9,386 budget

transfer from the Vehicle Operations Fund. The total impact to the 2016 Budget appropriations is \$16,939, which is partially offset by \$4,488 in revenue. The remaining \$12,451 is from the Equipment Replacement Fund balance, which has been the amount collected to-date for the replacement of the 2005 Ford Focus.

The table below provides a breakdown:

Description	Est Cost
2016 Nissan Leaf	\$26,018
License & Registration	\$50
City Decals	\$300
Cost for Acquisition	\$26,368
Annual Operating & Maintenance	(\$700)**
Increase in Annual Replacement Cost	\$1,050
Estimated Annual Costs Increase	\$350
	Resources
Amount Revenue Collected for the 2005 Ford Focus in the Equipment Replacement Fund fund balance	\$12,451
WCIA Settlement Amount	\$4,488
Budget Transfer from Estimated Savings In The Vehicle Operations Fund	\$9,429
Subtotal Resources	\$26,368

***Due to 2016 savings in maintenance and fuel, there are funds in the annual maintenance and operations for the Nissan Leaf compared to the Ford Focus it is replacing.*

The following table summarizes the impact of this budget amendment and the resulting 2016 appropriation for each of the affected funds:

Fund	2016 Current Budget (A)	Budget Amendment (B)	Amended 2016 Budget (C) (A + B)
Vehicle Operations Fund	\$271,216	\$0	\$271,216
Equipment Replacement Fund	\$457,400	\$26,368	\$483,768
All Other Funds	\$88,115,098	\$0	\$88,115,098
Total	\$88,843,714	\$26,368	\$88,870,082

The following table summarizes the impact of available fund balance in each of the affected funds.

Fund	2016 Beginning Fund Balance (A)	Total Amendment Request (B)	Total Resources Adjustment (C)	2016 Adjusted Fund Balance (Adjusted for Amendment) (D) (A - B + C)	Variance from Projected 2016 Beginning Fund Balance (E) (D - A)
Vehicle Operations Fund	129,022	\$0	\$0	129,022	\$0

Equipment Replacement Fund	\$1,938,237	\$26,368	\$13,917	\$1,925,786	(\$12,451)
Total	2,067,259	26,368	13,917	2,054,808	(12,451)

Impact on the Ten Year Financial Sustainability Model (10YFSM):

The estimated impact on the operating budget has not been factored into the 10-year Financial Sustainability model at this time to project its full impact on future revenue gaps. The estimated annual increase is projected to be \$350, which would total \$3,500 over ten years. This impact will be incorporated into the 2017 Proposed Budget and the sustainability analysis at that time.

RECOMMENDATION

No action is required by the City Council. This meeting will provide an opportunity for Council to ask specific questions and provide staff direction. Council is currently scheduled to consider Proposed Ordinance No. 749 for adoption on July 25, 2016.

ATTACHMENTS

Attachment A - Ordinance No. 749

ORDINANCE NO. 749

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING ORDINANCE NO. 744 BY INCREASING THE APPROPRIATION IN EQUIPMENT REPLACEMENT FUND

WHEREAS, the 2016 Budget was adopted by Ordinance No. 728 and amended by Ordinance No. 740, Ordinance No. 743, and Ordinance No. 744; and

WHEREAS, additional needs that were unknown at the time the 2016 Budget was amended have occurred; and

WHEREAS, a City vehicle was involved in an accident on April 26,2016 when a motorist rear ended the City Vehicle; and

WHEREAS, the Washington Cities Insurance Authority (WCIA) determined the vehicle to be totaled; and

WHEREAS, subsequent to the enactment of Ordinance No. 744, it was determined that an additional vehicle was required to be replace due to being totaled in an accident; and

WHEREAS, the City of Shoreline is required by RCW 35A.33.075 to include all revenues and expenditures for each fund in the adopted budget;

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

Section 1. Amendment. The City hereby amends Section 1 of Ordinance No. 744, *Amendment*, by increasing the appropriation for the Equipment Replacment Fund by \$26,368, as follows:

	Current Appropriation	Revised Appropriation
General Fund	\$44,441,147	
Street Fund	1,713,773	
Code Abatement Fund	100,000	
State Drug Enforcement Forfeiture Fund	168,243	
Public Arts Fund	84,216	
Federal Drug Enforcement Forfeiture Fund	263,000	
Transportation Benefit District Fund	0	
Property Tax Equalization Fund	691,313	
Federal Criminal Forfeiture Fund	2,802,444	
Transportation Impact Fees Fund	359,775	
Revenue Stabilization Fund	\$0	
Unltd Tax GO Bond 2006	1,710,375	

	Current Appropriation	Revised Appropriation
Limited Tax GO Bond 2009	1,663,417	
Limited Tax GO Bond 2013	260,948	
General Capital Fund	9,141,524	
City Facility-Major Maintenance Fund	866,754	
Roads Capital Fund	16,474,476	
Surface Water Capital Fund	7,356,193	
Vehicle Operations/Maintenance Fund	271,216	
Equipment Replacement Fund	457,400	483,768
Unemployment Fund	17,500	
Total Funds	\$88,843,714	\$88,870,082

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

Section 3. Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. The ordinance shall take effect and be in full force five days after passage and publication.

PASSED BY THE CITY COUNCIL ON JULY 25, 2016

Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney

Publication Date: , 2016
Effective Date: , 2016

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Resolution No. 389 - Providing for the submission to the qualified electors of the City of Shoreline at an election to be held on November 8, 2016, a proposition authorizing the City to increase its regular property tax levy above the limit established in RCW 84.55.010 to fund current levels of public safety, parks operations, and community services;
DEPARTMENT:	Administrative Services Department
PRESENTED BY:	Sara Lane, Administrative Services Director Rick Kirkwood, Budget Supervisor
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City Council last reviewed this topic on June 13, 2016. At that time the City Council directed staff to bring forward a proposal in July for consideration of renewal of the levy lid lift on the November 8, 2016 general election. Resolution No. 389 (Attachment A) proposes to submit a ballot measure to the Shoreline voters that if approved would reset the City's 2017 general property tax levy rate to \$1.48 per \$1,000 of assessed valuation and allows for annual levy increases up to the rate of inflation (Seattle CPI-U) for the years 2018-2022 and uses the 2022 levy amount to calculate subsequent levy limits.

Without renewal of the City's operating levy lid lift, the operating budget 10-year forecast chart from the 10 Year Financial Sustainability Model (10YFSM) projects potential budget gaps to occur beginning in 2019 with a cumulative size totaling \$21.087 million over the 10-year forecast period. In reality, these budget gaps will not materialize as the City of Shoreline is required to pass a balanced budget and does so each year within the following policies:

- On-going expenditures will be supported by on-going revenues.
- Resources (fund balance) greater than budget estimates in any fund shall be considered "one-time" and shall not be used to fund ongoing service delivery.

As such, expenditure reductions (service reductions) would be required to achieve the legally required balanced budget.

RESOURCE/FINANCIAL IMPACT:

Staff estimate election costs associated with placing the Levy Lid Lift renewal measure on the ballot at approximately \$60,000, which is appropriated in the 2016 operating budget.

RECOMMENDATION

Staff recommends that Council discuss the proposed levy lid lift ballot measure at the July 11, 2016 Council meeting. Staff further recommends that Council adopt Resolution No. 389 on July 25, 2016, placing renewal of the property tax levy lid lift on the November 8, 2016 general election ballot, to restore the City's property tax levy rate to \$1.48 per \$1,000 assessed valuation in 2017, setting the annual maximum increase for property tax levies for 2018 through 2022 at the Seattle Consumer Price Index for all Urban Consumers (CPI-U), and using the 2022 levy as the base for future year levies. If Council intends to consider adoption of Resolution No. 389 on July 25, then staff further recommends that tonight Council provide staff direction to start the recruitment process for members of the public to serve on the Pro and Con committees which are responsible to write the pro/con statements and the corresponding rebuttals for the Voter's Pamphlet.

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

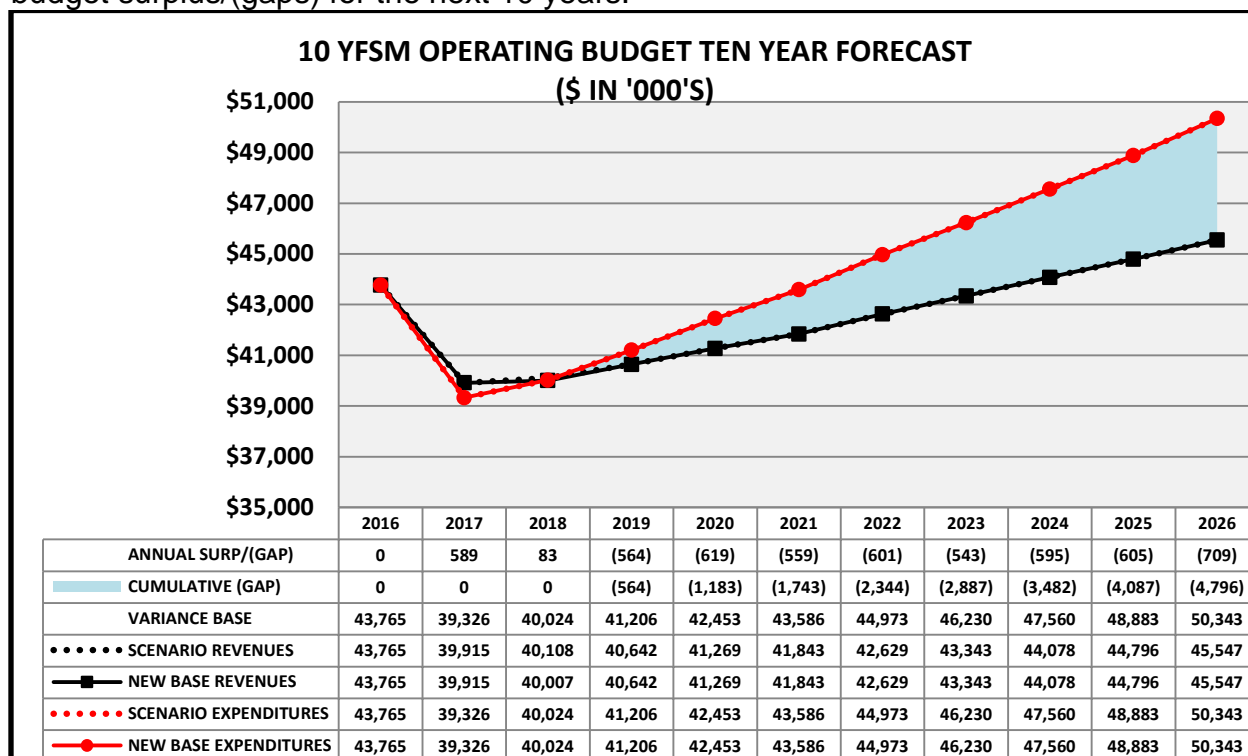
INTRODUCTION

The 10 Year Financial Sustainability Plan (10 YFSP) accepted by Council on June 16, 2014 prioritized seven strategies to reduce projected future potential revenue and expenditure gaps (staff report available at the following link:

<http://www.shorelinewa.gov/home/showdocument?id=19755>). Strategy 7 of the plan was the potential renewal of the Levy Lid Lift. On June 13, 2016 staff provided Council with an update to the 10 YFSP including a summary of the results of the City Manager's engagement of the public through the Financial Sustainability Citizens Advisory Committee (FSCAC). The staff report for the update is available at the following link: <http://www.shorelinewa.gov/uploads/attachments/cck/council/staffreports/2016/staffreport061316-9a.pdf>

City Council directed staff to bring forward a proposal in July for consideration of placing a levy lid lift renewal on the November 8, 2016 general election ballot.

Without renewal of the levy lid lift, the operating budget 10-year forecast chart from the 10 Year Financial Sustainability Model (10 YFSM) projects potential budget gaps to occur beginning in 2019 with a cumulative size totaling \$21.087 million over the 10-year forecast period. The potential budget gaps reflect that projected revenues will be less than projected costs to maintain current service levels. The revenue projections are based on the City's current revenue sources and uses both legal and economic factors for projecting future collections. The expenditure projections are based on current services adjusted for anticipated cost increases related to inflation, contract agreements, or legal requirements. The following figure presents the projected potential budget surplus/(gaps) for the next 10 years:



While the forecast includes major current operating costs. It does not include funding for new programs or changes in current policy or legal requirements. Following are some examples of changes that may increase the projected budget gaps:

- Right of Way Landscaping
- Implications of Legislative or voter initiative changes under consideration, e.g. Minimum Wage increases or substantial changes to Department of Retirement System contributions.

The City must have a balanced budget each year. As such the City Manager will need to present a balanced budget and the City Council will adopt a balanced budget each year. In order to close gaps between revenues and expenditures there are three options: additional revenue, expenditure reductions, or a combination of revenue increases and expenditure reductions.

BACKGROUND

In November 2001, Washington State voters passed Initiative 747. This limited the increase in the City of Shoreline's levy by the lesser of one percent or the percentage increase in the implicit price deflator (IPD). Even though this ballot measure was found to be unconstitutional, the State met in a special session and reinstated the one percent/IPD limitation (Ch. 1, Laws of 2007, sp. sess.).

Since the IPD percentage increase has been more than one percent in most years since the legislature reinstated the one percent limit, the effective limit has been one percent. One exception to the one percent rule is the levy lid lift, as follows:

- Purpose of lid lift: It may be done for any limited purpose, but the purpose(s) must be stated in the title of the ballot measure.
- Length of time of lid lift: The lid may be "bumped up" each year for up to six years.
- Subsequent levies: The "lift" for the first year must state the new tax rate for that year. For the ensuing years, the "lift" may be a dollar amount, a percentage increase amount tied to an index such as the Consumer Price Index (CPI), or a percentage amount set by some other method. If the amount of the increase for a particular year would require a tax rate that is above the maximum tax rate of \$1.60, the assessor will levy only the maximum amount allowed by law.
- Majority Vote: The levy lid lift requires a simple majority vote by the residents of Shoreline. The election date must be the August primary or the November general election.

In the November 2010 general election, Shoreline voters approved a six-year maintenance and operations levy for basic public safety, parks, recreation, and community services that set the tax rate for 2011 at \$1.48 and allowed the lid for the ensuing years to be "lifted" each year by a percentage increase tied to the CPI-U for the Seattle, Tacoma and Bremerton area.

In 2012, the City Council adopted their 2012-14 Goals. Goal #1 was to "Strengthen Shoreline's economic base", and Action Step #3 under this goal was to "Develop a 10-year Financial Sustainability Plan to achieve sufficient fiscal capacity to fund and

maintain priority public services, facilities, and infrastructure". To implement this Goal and Action Step, over two years, the City went through a comprehensive 10-year financial sustainability process, which included staff review and analysis and Council oversight and direction. Throughout this process, City staff developed a 10 Year Financial Sustainability Model (10 YFSM) that: stores historical financial data, is updated to convert projections into actual results, is used to inform the City's annual budget process, and models the effects of changing conditions. Changing conditions can include economic events, unexpected cost increases, the results of implementing one or a combination of the sustainability strategies, etc.

In 2014, the City Council formed a subcommittee to study the information developed by City staff and the 10 YFSM to develop a 10 YFSP. The purpose of the 10 YFSP is to strengthen Shoreline's economic base by prioritizing seven strategies (or tools) for the City to use to maintain financial resiliency and sustain existing services. The 10 YFSP was accepted by Council on June 16, 2014 (staff report available at the following link: <http://www.shorelinewa.gov/home/showdocument?id=19755>).

The City continues to be engaged in implementing the strategies in the 10 YFSP. Tonight's discussion specifically focuses on the implementation of Strategy 7, possible renewal of the Levy Lid Lift.

DISCUSSION

The Levy Lid Lift approved by voters in 2010 will expire at the end of 2016. Council has the authority to place a measure on the ballot to renew the Levy Lid Lift. Council can decide to seek a renewal of the Levy Lid Lift with an annual escalator alone or additionally seek to reset the 2017 levy rate to a specific rate up to \$1.60.

The City's current financial forecast projects potential budget gaps, where costs to maintain existing services will exceed revenue resources, to occur beginning in 2019 with a cumulative size totaling \$5.834 million over the six-year period for 2017 through 2022.

The following describe the impacts of four options, two of which were supported by the FSCAC members

Option One - No Action:

The new tax levy rate for 2017 would be calculated based on the City's AV for the 2017 tax year (currently projected to be \$1.30263) and the lid for the ensuing years would be limited to one percent.

Estimated impact to the median homeowner if the Levy Lid Lift is not renewed.						
Year	Assessed Value	Per \$1,000 (AV/\$1,000)		Levy Rate		City Assessment
2017	\$353,000	\$353	X	\$1.30	=	\$460
2018	\$364,800	\$365	X	\$1.27	=	\$465
2019	\$376,800	\$377	X	\$1.25	=	\$469
2020	\$391,600	\$392	X	\$1.21	=	\$473
2021	\$406,400	\$406	X	\$1.18	=	\$478
2022	\$421,100	\$421	X	\$1.15	=	\$483
Total over 6 Year Period 2017-2022						\$2,828

Option Two – CPI Only:

Under this option, the new tax rate for 2017 would be calculated based on the City's AV for the 2017 tax year (currently projected to be \$1.32071) and the lid for the ensuing years would be "lifted" each year by a percentage increase tied to the Consumer Price Index (CPI). This will generate approximately \$72.258 million in property tax revenue over the six year period, which would result in \$3.395 million more than that generated under a No Action alternative. It is estimated that a homeowner of a median priced home will pay \$139 more than under the No Action alternative over the six year period, or an increase on average of \$23 per year/\$2 month.

Estimated impact to the median homeowner if the Levy Lid Lift allows the levy to increase by CPI-U starting in 2017.							
Year	Assessed Value	Per \$1,000 (AV/\$1,000)		Levy Rate		City Assessment	Difference to No Action (1% Limit)
2017	\$353,000	\$353	X	\$1.32	=	\$466	\$6
2018	\$364,800	\$365	X	\$1.31	=	\$478	\$13
2019	\$376,800	\$377	X	\$1.30	=	\$489	\$20
2020	\$391,600	\$392	X	\$1.28	=	\$500	\$27
2021	\$406,400	\$406	X	\$1.26	=	\$511	\$33
2022	\$421,100	\$421	X	\$1.24	=	\$523	\$40
Total over 6 Year Period 2017-2022						\$2,967	\$139

This option would increase revenues beginning in 2017 and would reduce the potential budget gap projected to occur in 2019, as well as the cumulative size of potential budget gaps by a total of \$2.954 million over the six-year period; however, it will leave \$2.880 million that will need to be addressed in 2019 through 2022.

Option Three – \$1.48 Rate Reset + Future CPI Adjustments:

Under this option, the new tax rate for 2017 would be set at \$1.48 and the lid for the ensuing years may be "lifted" each year by a percentage increase tied to the Consumer Price Index (CPI). This will generate approximately \$80.626 million in property tax revenue over the six year period, which would result in \$11.763 million more than that

generated under a No Action alternative. Under this scenario it is estimated that a homeowner of a median priced home will pay \$ \$501 more than the under the No Action alternative over the six year period, or an increase on average of \$84 per year/\$7 per month.

Estimated impact to the median homeowner if the Levy Rate is reset to \$1.48/\$1,000 AV in 2017 and 2018-2022 the Levy Lid Lift allows the levy to increases by CPI-U.							
Year	Assessed Value	Per \$1,000 (AV/\$1,000)		Levy Rate		City Assessment	Difference to No Action (1% Limit)
2017	\$353,000	\$353	X	\$1.48	=	\$522	\$62
2018	\$364,800	\$365	X	\$1.47	=	\$536	\$71
2019	\$376,800	\$377	X	\$1.46	=	\$549	\$80
2020	\$391,600	\$392	X	\$1.43	=	\$561	\$88
2021	\$406,400	\$406	X	\$1.41	=	\$574	\$96
2022	\$421,100	\$421	X	\$1.39	=	\$587	\$104
Total over 6 Year Period 2017-2022						\$3,329	\$501

This option would increase revenues beginning in 2017 and could eliminate the potential budget gap projected to occur in 2019 through 2022.

Option Four – \$1.60 Rate Reset + Future CPI Adjustments:

Under this option, the new tax rate for 2017 will be set at \$1.60 and the lid for the ensuing years may be “lifted” each year by a percentage increase tied to the Consumer Price Index (CPI): This will generate approximately \$87.160 million in property tax revenue over the six year period, which would result in \$18.297 million more than that generated under a No Action alternative. Under this scenario it is estimated that a homeowner of a median priced home will pay \$769 more over the six year period than under the No Action alternative, or an increase on average of \$128 per year/\$11 per month.

Estimated impact to the median homeowner if the Levy Rate is reset to \$1.60/\$1,000 AV in 2017 and 2018-2022 the Levy Lid Lift allows the levy to increases by CPI-U.							
Year	Assessed Value	Per \$1,000 (AV/\$1,000)		Levy Rate		City Assessment	Difference to No Action (1% Limit)
2017	\$353,000	\$353	X	\$1.60	=	\$565	\$105
2018	\$364,800	\$365	X	\$1.59	=	\$579	\$114
2019	\$376,800	\$377	X	\$1.57	=	\$593	\$124
2020	\$391,600	\$392	X	\$1.55	=	\$606	\$133
2021	\$406,400	\$406	X	\$1.53	=	\$620	\$142
2022	\$421,100	\$421	X	\$1.51	=	\$634	\$151
Total over 6 Year Period 2017-2022						\$3,597	\$769

This option would increase revenues beginning in 2017 and could eliminate the potential budget gap projected to occur in 2019 throughout the 10 year forecast.

Ballot and Voter Pamphlet Requirements

If the Council decides to move forward with placing a levy lid lift on the November ballot, a ballot measure’s title and voter pamphlet are required to adhere to the following requirements.

Ballot Title

The ballot title for the levy lid lift consists of three elements:

- a. An identification of the enacting legislative body and a statement of the subject matter;
- b. A concise description of the measure; and
- c. A question.

The ballot title must conform to the requirements and be displayed substantially as provided under RCW 29A.72.050, except that the concise description must not exceed seventy-five words. The ballot title must be approved by the City Attorney.

Any person who is dissatisfied with the ballot title may at any time within ten days from the time of the filing of the ballot title with King County Elections, may appeal to King County Superior Court.

The following is a draft of the proposed ballot title, which must be adopted by City resolution:

**BASIC PUBLIC SAFETY, PARKS & RECREATION, AND COMMUNITY SERVICES
MAINTENANCE AND OPERATIONS LEVY**

The Shoreline City Council adopted Resolution No. 389 concerning basic public safety, parks and recreation, and community services. If approved, this proposition would maintain current police/emergency protection including neighborhood patrols and crime prevention; preserve safe parks, trails, playgrounds/playfields and the Shoreline pool; and maintain community services including senior center and youth programs.

This proposition would restore Shoreline’s property tax rate to \$1.48/\$1,000 of assessed valuation for collection in 2017; limit levy increases from 2018-2022 so as not to exceed inflation (Seattle CPI-U); and use the 2022 levy amount to calculate subsequent levy limits.

Should this proposition be approved?

YES[___]

NO[___]

Staff is still working to finalize the language of the ballot proposition and may continue to provide updates to the City Council during the week of July 18, prior to final adoption on July 25, 2016.

Voters’ Pamphlet

For the primary and general election, King County publishes a voters’ pamphlet. Districts placing measures on the ballot are automatically included in the voters’ pamphlet.

The City must provide an explanatory statement of the ballot title for the voter's pamphlet. The statement describes the effect of the measure if it is passed into law, and cannot intentionally be an argument likely to create prejudice either for or against the measure. The explanatory statement is limited to 250 words, must be signed by the City Attorney, and submitted to King County Elections by August 2, 2016.

The City is also responsible for appointing committees to prepare statements in favor of and in opposition to the ballot measure. There is a limit of three members per committee. The committee appointments must be filed by August 2, 2016. Assuming that the Council moves forward with adoption of Resolution No. 389, staff has scheduled for Council to make appointments at the City Council meeting on August 1, 2016. Staff is recommending that tonight Council direct staff to advertise for interested parties to submit applications starting July 12, 2016.

The statements in favor of or in opposition to the ballot measure must be submitted by the Pro and Con committees to King County Elections no later than August 11, 2016. These statements are limited to 200 words. Rebuttal statements by each of the respective committees must be submitted to the County no later than August 15, 2016. Rebuttal statements are limited to 75 words.

STAKEHOLDER OUTREACH

Staff routinely makes efforts to ensure that Citizens are aware of both the services provided by the City as well as the City's financial position. The following are specific efforts that have been made to engage the community in discussion about the potential renewal of the Levy Lid Lift.

Currents – Since passing the original levy lid lift in 2010, we have consistently published articles in Currents to keep Citizens informed of the financial position of the City. In addition to more than 15 articles published during that time, we specifically addressed the challenges of financial sustainability and sought volunteers to participate in the Financial Sustainability Citizens Advisory Committee in the Winter 2015 edition.

Financial Sustainability Citizens Advisory Committee (FSCAC). The City Manager engaged a Citizen Advisory Committee through the months of February through May 2016. The outcome of the FSCAC work was reported in detail in the 10 YFSP Update provided to Council on June 13, 2016. The Committee learned about City Services, engaged in a budget exercise to help identify service priorities, and learned about the 10YFSP with a focus on the potential renewal of the Levy Lid Lift.

The FSCAC reached consensus on these recommendations to the City Manager:

1. Based on the department presentations, 2014 citizen survey presentation, budget exercise and personal experiences, the FSCAC reached consensus that maintaining the current level of City services is appropriate, even if inflation increases the cost of those services in the future. The FSCAC recommends that the City prioritize social services and economic development.
2. The FSCAC reached consensus that the City should bring a renewal of the six-year levy lid lift to public vote during the November general election. It should not be so

high that it results in huge budget surpluses, which could indicate that taxpayers are overly burdened. Any necessary short term extra funds generated from a levy lid lift should be used to fund:

- Additional social services for Shoreline residents in need;
 - Local economic development projects;
 - Planning for population growth and development;
 - Future budget shortages; and,
 - Future obligations resulting from federal and state mandates.
3. The FSCAC is aware that the City is currently considering other new sources of revenue, including a B&O Tax. While the B&O Tax was not significantly explored by the FSCAC, the FSCAC supports the City's exploration of a B&O Tax while recognizing that the City is working to foster economic development.
 4. The City should continue to strive to be efficient in delivering services and constantly look at cost saving measures.
 5. The City must continue to communicate clearly and frequently to the residents of Shoreline about the value of its programs, who benefits from them and how it spends the taxpayers money.

FSCAC members considered the above mentioned alternatives. Each alternative attracted support from some FSCAC members, with the majority supporting Option Three as follows:

- Option Two – CPI Only: Supported by 2 FSCAC members.
- Option Three – \$1.48 Rate Reset + Future CPI Adjustments: Supported by 7 FSCAC members.
- Option Four – \$1.60 Rate Reset + Future CPI Adjustments: Supported by 4 FSCAC members.

* All members voting for \$1.60 would support \$1.48.

No FSCAC member supported the No Action option (Option One) of not placing a renewal of the levy lid lift on the ballot.

Public Meetings: Staff conducted two public meetings this year. The first meeting was at the Richmond Beach Congregational Church on May 18 with 8 participants and the second was at the Shoreline Library on May 25 with 29 participants. Staff also presented to the Richmond Beach Community Association on February 9, Shoreline Rotary on February 24, the Council of Neighborhoods on June 1, and to the Echo Lake Neighborhood Association on June 21. The presentations to each group were similar and shared information about the services that the City provided, the financial challenges faced by the City and the work of the FSCAC. A shorter presentation has been videotaped and made available on the City's website for viewing by the public. The CON was encouraged to share the information and video with their members

City Web-Site

In addition to the many financial documents available on the City's website, including monthly revenue reports, quarterly financial reports, audited financial statements, and budgets, we also have included all documents reviewed by current and past citizen advisory committees with information and links to a number of documents about our long-term financial challenges.

Finally, the City's Budget Process always includes several Council meetings for budget review in which the public can comment on the proposed budget. There are also at least two formal public hearings during the budget adoption process. The City makes its budget available on the City's website, at various locations throughout the City including libraries and police storefronts, and at City Hall.

COUNCIL GOAL(S) ADDRESSED

This item addresses Council Goal 1, "**Strengthen Shoreline's economic base to maintain the public services that the community expects**", and specifically, Action Step #3 of that Goal: "Implement the 10-year Financial Sustainability Plan to achieve sufficient fiscal capacity to fund and maintain priority public services, facilities, and infrastructure, including a continued focus on economic development, renewal of the property tax levy lid lift in 2016, and exploration of a business and occupation tax."

RESOURCE/FINANCIAL IMPACT

Staff estimate that election costs associated with placing the Levy Lid Lift renewal measure on the ballot at approximately \$60,000 which is within the 2016 operating budget.

SUMMARY

As was stated earlier in the staff report, the City is required to pass a balanced budget each year, and therefore must address the projected budget gaps with additional revenue, expenditure (service) reductions, or a combination of both.

City Councils have been very prudent in their financial planning and have worked very hard to constrain costs of City services. Our residents have a very high level of satisfaction with the quality of life in Shoreline and have indicated that they would like to maintain this quality of life. City Councils have been addressing the long-term financial challenges by strategically implementing efficiencies, cost reductions, revenue enhancements and by involving a citizen committee. The City Council will need to determine if they would like to move forward with a levy lid lift renewal, implement other revenue changes, or make program reductions to keep future City budgets in balance.

Staff has brought forth the recommended ballot measure in Resolution No. 389. This ballot measure includes a recommendation to restore the regular property tax levy rate to \$1.48 per \$1,000 assessed valuation; setting the annual maximum increase for property tax levies for 2018 through 2022 at the Seattle Consumer Price Index for all Urban Consumers (CPI-U), and using the 2022 levy as the base for future year levies.

The purpose of the levy is to keep current service levels of basic public safety including police and crime prevention programs, funding for essential maintenance, operations and safety at local parks, trails, and recreation facilities, along with other community services. The ballot measure must be adopted and submitted to King County Elections by August 2, 2016, in order to appear on the November 8, 2016, election.

Assuming that the City Council authorizes the ballot measure on July 25, 2016, the City Council will need to review the explanatory statement on August 1, 2016, and appoint the Pro and Con committees on the same evening.

RECOMMENDATION

Staff recommends that Council discuss the proposed levy lid lift ballot measure at the July 11, 2016 Council meeting. Staff further recommends that Council adopt Resolution No.389 on July 25, 2016, placing renewal of the property tax levy lid lift on the November 8, 2016, general election ballot, to restore the City's property tax levy rate to \$1.48 per \$1,000 assessed valuation in 2017, setting the annual maximum increase for property tax levies for 2018 through 2022 at the Seattle Consumer Price Index for all Urban Consumers (CPI-U), and using the 2022 levy as the base for future year levies. If Council intends to consider adoption of Resolution No. 389 on July 25, then staff further recommends that tonight Council provide staff direction to start recruitment process for members of the public to serve on the Pro and Con committees which are responsible to write the pro/con statements and the corresponding rebuttals for the Voter's Pamphlet.

ATTACHMENTS

ATTACHMENTS

Attachment A – Resolution No. 389

RESOLUTION NO. 389

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF SHORELINE AT THE NOVEMBER 8, 2016 GENERAL ELECTION OF A PROPOSITION AUTHORIZING THE CITY TO INCREASE ITS REGULAR PROPERTY TAX LEVY ABOVE THE LIMIT OTHERWISE ALLOWED BY RCW 84.55.010 TO FUND CURRENT LEVELS OF SERVICE IN PUBLIC SAFETY, PARKS OPERATIONS, AND COMMUNITY SERVICES; SETTING FORTH THE BALLOT PROPOSITION; DIRECTING THE CITY CLERK TO CERTIFY TO THE KING COUNTY AUDITOR THIS RESOLUTION FOR THE AUDITOR TO PLACE THE PROPOSITION ON THE NOVEMBER 8, 2016 BALLOT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Shoreline is an optional code city, located in King County, Washington, duly organized and existing pursuant to the laws of the State of Washington; and

WHEREAS, the City is authorized to levy a permanent regular property tax not to exceed the rate of \$1.60 per \$1,000 of assessed value permitted by statute and the current projected levy rate for 2017 is below this limit at \$1.30 per \$1,000 of assessed valuation; and

WHEREAS, RCW 84.55.005 - .0101 limits the incremental increase in property tax revenues to the City to a rate that has been less than the actual rate of inflation for the costs of providing services to the citizens of the City, causing total projected budget deficits over the next six years of over \$5.8 million despite sustained austerity measures and efficiencies in City government; and

WHEREAS, the City's regular property tax levy rate was \$1.48 per \$1,000 assessed valuation in 2011 and that rate has fallen to \$1.33 per \$1,000 assessed valuation in 2016; and

WHEREAS, RCW 84.55.050 authorizes the voters of a City to permit the levy of taxes in excess of the levy limitations in RCW 84.55.010; and

WHEREAS, the City Council desires to address these ongoing deficits by allowing the electors to approve or reject a proposition under RCW 84.55.050(2), authorizing the City Council to levy the City's regular property tax in an amount that exceeds the incremental limit factor that would otherwise be prescribed by RCW 84.55.010; and

WHEREAS, to fund a portion of the cost of the basic public safety programs, including crime prevention and jail costs, and to fund a portion of the cost of maintaining and operating parks and community services, the proposition should authorize: 1) an increase in the City's regular property tax levy by up to an additional fifteen cents (\$0.15) per \$1,000 of assessed valuation (to a total rate not to exceed of \$1.48 per \$1,000 of assessed valuation which was the 2011 property tax levy rate) for collection in 2017; 2) an increase in the regular property tax levy

by the June to June Seattle/Tacoma/Bremerton CPI-U annual inflation rate for each of the succeeding five (5) years; and 3) use of the dollar amount of the 2022 levy for calculating subsequent levy limits; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES:

Section 1. Pursuant to RCW 84.55.050 (2) an election is hereby requested to be called, conducted, and held within the City of Shoreline on November 8, 2016, for the purpose of submitting to the qualified voters of the City, for their ratification or rejection, a proposition approving a six (6) year increase in the City’s regular property tax levy exceeding the limit factor provided in RCW 84.55.005-.0101 to fund a portion of the cost of basic public safety programs, including jails and crime prevention, and to fund a portion of maintaining and operating parks, recreation, pool, and community services as more specifically described in Section 2 below.

Section 2. The proposition shall propose an increase in the City’s regular property tax levy by up to fifteen cents (\$0.15) per \$1,000 of assessed valuation to a total rate not to exceed \$1.48 per \$1,000 of assessed valuation) for collection in 2017. The proposal shall also authorize an increase in the levy limit factor as allowed by chapter 84.55 RCW for each of the five (5) succeeding years (2018-2022) by the inflation rate of the Consumer Price Index for all Urban Consumers for the Seattle-Tacoma-Bremerton Area (1982-84=100) published for June. Finally, the proposition shall authorize the use of the dollar amounts of the 2023 levy for the base in computing the maximum levy that may be imposed in years after 2022.

Section 2. The City Clerk is hereby authorized and directed, not later than August 2, 2016 prior to the general election date requested hereunder, to certify the proposition to the King County Records, Elections and Licensing Services Division, as *ex-officio* Supervisor of Elections in King County, Washington, in substantially the following form:

CITY OF SHORELINE PROPOSITION 1

BASIC PUBLIC SAFETY, PARKS & RECREATION, AND COMMUNITY SERVICES MAINTENANCE AND OPERATIONS LEVY

The Shoreline City Council adopted Resolution No. 389 concerning basic public safety, parks and recreation, and community services. If approved, this proposition would maintain current police/emergency protection including neighborhood patrols and crime prevention; preserve safe parks, trails, playgrounds/playfields and the Shoreline pool; and maintain community services including senior center and youth programs.

This proposition would restore Shoreline’s property tax rate to \$1.48/\$1,000 of assessed valuation for collection in 2017; limit levy increases from 2018-2022 so as not to exceed inflation (Seattle CPI-U); and use the 2022 levy amount to calculate subsequent levy limits.

Should this proposition be approved?

YES[___]

NO[]

Section 3. The City Manager and City Attorney are authorized to make such minor adjustments to the wording of such proposition as may be recommended by the King County Records, Elections, and Licensing Services Division, so long as the intent of the proposition remains consistent with the intent of this Resolution.

Section 4. The King County Records, Elections, and Licensing Services Division, as the City's *ex officio* Supervisor of Elections, is hereby requested to call and conduct said election on November 8, 2016, and submit to the qualified electors of the City the proposition set forth herein. The King County Records, Elections, and Licensing Services Division shall conduct the election, canvas the vote, and certify the results in the manner provided by law.

Section 5. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

Section 6. This Resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED BY THE CITY COUNCIL ON _____, 2016.

Mayor Christopher Roberts

ATTEST:

Jessica Simulcik Smith
City Clerk