



## AGENDA

### SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, November 28, 2016  
5:30 p.m.

Conference Room 303 · Shoreline City Hall  
17500 Midvale Avenue North

**TOPIC/GUESTS:** Joint Meeting with Shoreline Planning Commission

### SHORELINE CITY COUNCIL REGULAR MEETING

Monday, November 28, 2016  
7:00 p.m.

Council Chamber · Shoreline City Hall  
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
<b>1. CALL TO ORDER</b>		7:00
<b>2. FLAG SALUTE/ROLL CALL</b>		
<b>3. REPORT OF THE CITY MANAGER</b>		
<b>4. COUNCIL REPORTS</b>		
<b>5. PUBLIC COMMENT</b>		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
<b>6. APPROVAL OF THE AGENDA</b>		7:20
<b>7. CONSENT CALENDAR</b>		7:20
(a) Minutes of Regular Meeting of October 17, 2016	<u>7a-1</u>	
(b) Approval of expenses and payroll as of November 10, 2016 in the amount of \$1,166,535.55	<u>7b-1</u>	
(c) Authorize the City Manager to Execute a Contract with Sarah Roberts for Prosecution Services	<u>7c-1</u>	
<b>8. STUDY ITEMS</b>		
(a) Discussion of Ord. No. 765 – Amending SMC 20.40 for Self-Storage Facilities	<u>9a-1</u>	7:20
(b) Discussion of New Agreement with King County for Animal Control Services	<u>9b-1</u>	7:50
<b>9. ADJOURNMENT</b>		8:30

*The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2231 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2236*



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



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

Monday, October 17, 2016  
7:00 p.m.

Council Chambers - Shoreline City Hall  
17500 Midvale Avenue North

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

ABSENT: Councilmembers Salomon and Scully

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 with the exception of Councilmembers Salomon and Scully.

**Deputy Mayor Winstead moved to excuse Councilmembers Salomon and Scully for personal reasons. The motion was seconded by Councilmember McConnell and passed unanimously, 5-0.**

3. REPORT OF CITY MANAGER

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

4. COUNCIL REPORTS

Deputy Mayor Winstead reported attending the Sound Cities Association (SCA) Public Issues Committee (PIC) Meeting. She said the SCA Legislative Agenda was approved, and appointments to the Nominating Committee were made, including the appointment of Mayor Roberts. She reported learning how King County Public Health clinics are in jeopardy of losing funding, and hearing information on Senator Maria Cantwell's low income tax credit proposal.

Mayor Roberts reported that Shoreline Farmers Market Director Brendan Lemkin and Market Manager Teri Wheeler were guests at the Council Dinner Meeting. They reported seeing a phenomenal growth in sales.

5. PUBLIC COMMENT



Jon Friesch, Shoreline Sports Foundation, presented information on the Foundation and said their mission is building community through athletics. He shared that the Foundation was originally created for basketball, and now includes other sports and provides a safe place for kids to go. He listed community activities they participate in and invited Councilmembers to attend their 2<sup>nd</sup> Annual Fall Party on October 30, 2016.

Spencer Freedman, Shoreline resident, asked what contributes to the Special Olympics Program recreation costs.

6. APPROVAL OF THE AGENDA

**Deputy Mayor Winstead moved to remove Agenda Item 9a Executive Session and adopt the agenda as amended. The motion was seconded by Councilmember McConnell, and passed by unanimous consent, 5-0.**

7. CONSENT CALENDAR

**Upon motion by Councilmember McGlashan and seconded by Deputy Mayor Winstead and unanimously carried, 5-0, the following Consent Calendar items were approved:**

**(a) Minutes of Special Meeting of September 19, 2016**

8. STUDY ITEMS

(a) Discussion of the Proposed 2017 Budget - Department Presentations

Sara Lane, Administrative Services Director, presented the 2017 Budget and CIP Review Schedule, and announced that the Budget is available for review at Shoreline libraries, on the City's website, and at City Hall. She reviewed the department budget section layout, and explained that cost of living increases, personnel benefits, and budget scrapping are budget impacts applied to all departments. She then reviewed the City's continuous improvement efforts and the 2008-2017 Regular Full Time Employee (FTE) Summary.

Ms. Lane presented the City Council Budget totaling \$240,592, 7 FTEs, and said it represents an increase of 3.7% from 2016. She stated that the State of the City Budget was moved from the City Manager's Budget to the Council's.

Ms. Lane presented the City Manager's Office Budget totaling \$2,938,823, and 13 FTEs. John Norris, Assistant City Manager, reviewed the City Manager's Office structure and operational services. He presented the following budget changes for 2017:

One-time 2017 Budget Changes:

- Continuous Improvement Organizational Development - \$60K
- Public Disclosure Extra Help - \$29K
- Website User Experience Analysis - \$29K



- Government Relations Professional Services (due to anticipated extended State Legislature Session in 2017) - \$10K

Mr. Norris reviewed public disclosure request data and projections, and explained why there is a need for an Extra Help position.

Mayor Roberts stated if an Extra Help Employee is hired on a yearly basis that they should become a regular full-time employee, and asked the criteria for transitioning from an Extra Help to a full time position. Mr. Norris responded that the current plan is to track the amount of requests received for one more year, and then evaluate if there is a need for a full time or limited term position.

Ms. Lane presented the Human Resources Budget totaling \$471,496, 3 FTEs, and stated it represents a 3.74% increase from 2016. Mr. Norris shared that the 2017 Budget for Human Resources is status quo, explained the focus last year was on the Class and Compensation Study, and work this year consist of recruitment, performance management, and the Ronald Wastewater Staffing Plan.

Ms. Lane presented the Community Services Budget totaling \$1,721,754, 8.68 FTEs, and stated it experienced an 8.23% decrease from 2016. Rob Beam, Community Services Manager, explained the services they provide, how human services grant funding is distributed, and pointed out human service expenditures shows an increase until 2022. He presented the following budget changes for 2017:

- Diversity Inclusion Program as a separate division.

Ongoing:

- Human Services Increase- \$53K
- Senior Center funding moved to Parks, Recreation, and Cultural Services

One-Time:

- Diversity Inclusion Program - \$20K

Ms. Lane presented the City Attorney's Office Budget totaling \$716,575, 3 FTEs, and stated it experienced a 9% increase from 2016. Margaret King, City Attorney, stated that the increase to the budget is related to legal services and Prosecuting Attorney costs, and presented the following budget changes for 2017:

Ongoing:

- Legal Support professional services - \$20K

One-Time

- Legal Support for Ronald Wastewater and Light Rail Station associated needs - \$15K

Ms. Lane presented the Police Department Budget, totaling \$13,006,803, 52 FTEs, and explained that polices services are contracted through the King County Sherriff's Office. She stated there is a 14% decrease in their budget from 2016 to 2017. Shawn Ledford, Police Chief, reviewed services provided by the department, police contract costs, the 2017 police non-contract services, and presented the following budget changes for 2017:



Ongoing:

- King County Contract: Increased \$0.336 M (3.0%)

One Time:

- Support for Police Station at City Hall Project: Federal Seizure Funds: \$0.785 M
- State Drug Seizure Funds: \$0.195 M
- Federal Forfeiture Funds: \$0.242
- State Drug Seizure Funds for upgrade to Special Enforcement Team's (SET) video equipment: \$18K

Councilmember McGlashan asked if the budget line item for operation expenses for non-contracted services will go away when the Police Department moves to City Hall. Ms. Lane responded that there will be a cost savings but they would not be eliminated completely.

Chief Ledford then reviewed police efficiencies and innovations, and Ms. Lane presented 2015 Police Services City Cost Comparisons.

Mayor Roberts asked about a police presence on the Interurban Trail and at Echo Lake Park, and if the number of needles found in these locations are tracked. Chief Ledford replied that they purchased two pedal bikes, and placed an emphasis on the north and south ends of the trail, and stated they have received positive feedback. He said they are looking into purchasing another pedal bike, and putting an electrical motorcycle patrol on the trail. He stated information is tracked when police do a problem solving project.

Ms. Lane presented the Criminal Justice Budget totaling \$3,068,384. Alex Herzog, Management Analyst, reviewed the services provided and said they are all contracted. He presented the following budget changes for 2017:

- \$207,000 decrease in Jail cost due to jail day trends and facility usage
- \$100,000 Increase in KC District Court Costs
- Forecast anticipating future savings for:
  - Warrant Release Program
  - Expansion of video court

Mr. Herzog reviewed 2016 jail usage data and explained an increase in cost is expected in 2017. He said the 2017 Budget reflects guaranteed bed usage at South Correctional Entity Regional Jail (SCORE) and continued usage of the Yakima County Jail. He reviewed total allocated court costs and revenues, and explained that costs are exceeding revenue. He pointed out that increased traffic infraction revenue can offset court costs.

Ms. Lane presented the Parks, Recreation and Cultural Services (PRCS) Budget totaling \$6,187,175 and 30.60 FTEs. She stated it has a 6% increase from 2016 and that the majority of the increase can be attributed to the addition of the Senior Center funding. Eric Friedli, PRCS Director, shared that PRCS is divided into Recreation and Maintenance Divisions, and reviewed services they provide. He presented the following budget changes for 2017:

Ongoing :



- National Pollutant Discharge and Elimination System (NPDES) required ongoing maintenance
- Expansion of outdoor summer camp
- Transfer Senior Center funding into PRCS
- Street Tree maintenance Position
- Parks Maintenance Worker 1 (Increase from 0.8 to 1.0 FTE)

One-Time:

- NPDES Required remedial maintenance - \$19K
- Senior Center loss of revenue replacement - \$26K

Mr. Friedli recounted the cost recovery fee process completed last year, and explained that the cost recovery goal for the specialized program is 20-50%. He explained that the fees were reduced and includes direct staff, transportation, and facility costs.

Councilmember Hall asked if surface water rates can fund the NPDES regulatory cost requirements, instead of the General Fund. He requested information on Senior Center funding for the past two years and funding provided to them by the City. Ms. Lane responded that the City is a utility customer and the surface water rates are charges the City has to incur.

Councilmember McGlashan asked how revenue is brought in for maintenance of the athletic fields. Mr. Friedli responded that revenue is collected through cell phone tower leases and athletic field rentals. Mayor Roberts asked about the NPDES rent, how it was devised, and how it compares to operational costs of other departments. Mr. Friedli explained the factors and process considered in evaluating and applying rental costs, and said he will get back to Council with the specific formula.

Ms. Lane presented the Planning & Community Development (PCD) Budget totaling \$3,032,284, 22 FTEs, and stated it represents a 1.2% decrease from 2016. Rachael Markle, PCD Director, reviewed services provided, permit volume history and revenue trends. She said there has been a 13% increase over last year and noted that revenue projections have been met. She presented the following budget changes for 2017:

One-Time:

- Update "Forevergreen" Sustainability Website: \$40,000
- Point Wells Geotechnical Review: \$20,000
- Backfill for final phase of implementation of new permit system: \$22,000

Ms. Lane presented the Administrative Services Budget totaling \$5,869,753, 22.45 FTEs, and stated that there is an 11% increase from 2016, primarily due to the replacement of the City's Finance and Human Resource Information Technology System. She reviewed services provided and presented the following budget changes for 2017:

- Staff Adjustments

One-Time

- Finance & HR System Replacement: \$1.2M
- Microfilming of Payroll Records: \$16K



- Contract Network Support: \$45K
- AV Equipment Replacement & Installation: \$70K
- Ronald Wastewater assumption support: \$193K (revenue backed)

Ms. Lane reviewed the Strategic Technology Plan 2017 Investments, citywide or non-program expenses and contingencies, and presented the following budget changes for 2017:

One-Time:

- Financial HR System Replacement
- GIS Extra Help
- IT Extra Help
- Contract Network Support
- Audio/Visual Equipment

On-Going:

- Office 365

Deputy Mayor Winstead asked why ASD carries some contingency charges like Sound Cities Association costs, and questioned if they should be charged to the City Council. Ms. Lane responded that it is in the citywide budget.

Ms. Lane presented the Citywide Budget totaling \$2,780,060 and presented the following budget changes for 2017:

One-Time:

- RWD Assumption Support: \$192,900 (Revenue Backed)
- One-Time Increases for Upgrades to Vehicles Scheduled for Replacement in 2017

Mayor Roberts asked if the upgrades to the audio/visual equipment in the Council Chambers can be completed over Christmas break, and why the \$7,000 funding for Shoreline Farmers Market is under contingency funding and not allocated to the City Manager's Office Budget. Ms. Lane responded that she will get back to Council on when the upgrades will be installed in the Chambers. She explained that the Market's request was received late and said a budget transfer will be completed to transfer the funds to the City Manager's Budget.

Ms. Lane reviewed the Budget Workshop Schedule and stated that adoption of the 2017 Budget is scheduled for November 21, 2016.

(b) Discussion of Res. No. 396 - Delegating Authority to Designate Expenditures for Reimbursement from Bonds that may be Authorized and Approved in the Future

Ms. Lane introduced Stacey Lewis, Pacific Law Group Bond Counsel and Fred Eoff PFM Group Director. Ms. Lane reviewed that Resolution No. 396 allows the City Manager, or her designee, to identify expenses that could be reimbursed from future bond issues by executing a "Certificate



of Official Intent”. She reviewed when it would be used, why it is important, and provided the North Maintenance Facility as an example of when a Certificate would be used.

- (c) Discussion of Ord. No. 763 - Amending Surface Water Utility Bond Ord. No. 721 to Revise the Exhibit to Conform to the City Council's Intent to Issue the Bonds in 2016

Ms. Lane explained that Ordinance No. 763 updates Ordinance 721 Attachment A Exhibit A, adopted by the Council on August 7, 2015, to specify an issuance date of not later than December 31, 2016. She said the debt will be issued later this quarter.

Councilmember McGlashan asked what the Bond was issued for. Ms. Lane replied that the majority of the funding was for sewer pipe repair and replacement, and it can fund any Capital Improvement Program project.

- (d) Discussion of Ord. No. 764 - Authorizing the Refunding of Unlimited Tax and General Obligations Bonds (Parks) and Limited Tax General Obligation Bonds (City Hall)

Ms. Lane stated that Ordinance No. 764 explains that there is an opportunity to refinance or refund city debt at a lower interest rate. She said she anticipates a savings of \$510,000 for the 2006 Unlimited Tax General Obligations (UTGO) Park Bonds, and a savings of \$1.8 Million for the 2009 Limited Tax General Obligation (LTGO) City Hall Bonds. She reviewed refunding strategies, method of sale alternatives, and issue parameters. She said staff is recommending an Accelerated Retirement to provide greater impact to taxpayers and a request for proposals for private placement of the UTGO Bonds; and Cross Over Advance Refunding for the LTGO Bonds and a competitive public sale.

Ms. Lewis reviewed the eighteen components of the Delegating Ordinance and explained what the terms mean.

Councilmember Hall recalled that bond refunding was brought up four years ago and it was determined that it was not a good idea at that time. He asked what has changed. Mr. Eoff responded that the interest rate environment has improved and that the bond redemption dates are closer.

Councilmember Hall confirmed that savings from UTGO refunding will be passed on directly to taxpayers and savings from LTGO refunding can be used for general governmental purposes. Mr. Eoff concurred and explained that savings from the LTGO can be applied to the City's general budget and used where the City sees fit. Mayor Roberts noted that the savings will not be realized until 2020.

Councilmember Hall recommended factoring in other issues voters may be considering when determining timing strategies, and requested that Council be provided a rationale for whatever approach is taken. Mayor Roberts asked when funding strategy decisions need to be made and about the deadline date for Request for Proposals (RFP). Ms. Lane and Mr. Eoff responded that



the decision needs to be made prior to finalizing the RFP. Ms. Lane added that they want to get the RFP in the market in November 2016.

Ms. Tarry stated she is recommending the Accelerated Retirement strategy, explained that the majority of the debt service will be paid, and that timing possibly could coincide with asking the public if they want to support the issuance of a bond to fund a new Community Center or Pool. Councilmember Hall commented that voters need to be informed of what they are currently paying, and the difference of what they would pay if a new bond is issued. Ms. Tarry replied that she anticipates a new bond issuance taking place in 2020.

Mayor Roberts questioned if the item should come back on the Consent Calendar and if additional Council discussion is needed. Councilmember Hall responded that placing the Ordinance on Consent is fine, and Councilmember McConnell added that she is comfortable delegating authority to the City Manager. Ms. Tarry stated she will reiterate, in writing, her recommendation and provide an explanation for that course of action to the Council. She asked for Councilmembers to respond to her by October 31, 2016, and said if there are no concerns expressed, the item will be placed on the November 7, 2016 Consent Calendar.

9. ADJOURNMENT

At 9:06 p.m., Mayor Roberts declared the meeting adjourned.

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Jessica Simulcik Smith, City Clerk



## CITY COUNCIL AGENDA ITEM

### CITY OF SHORELINE, WASHINGTON

**AGENDA TITLE:** Approval of Expenses and Payroll as of November 10, 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 \$1,166,535.55 specified in the following detail:

#### **\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
Prior period checks voided and reissued			14651-14652		\$0.00
10/9/16-10/22/16	10/28/2016	68860-69080	14653-14673	65116-65123	\$693,281.70
					<u>\$693,281.70</u>

#### **\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
11/2/2016	65085	65093	\$53,250.63
11/2/2016	65094	65101	\$54,703.83
11/2/2016	65102	65112	\$23,812.96
11/2/2016	65113	65115	\$698.69
11/9/2016	65124	65137	\$134,914.55
11/9/2016	65138	65157	\$74,316.86
11/9/2016	65158	65164	\$10,168.64
11/9/2016	65165	65188	\$119,865.42
11/9/2016	65189	65191	\$1,522.27
			<u>\$473,253.85</u>

Approved By: City Manager **DT**

City Attorney **MK**



**CITY COUNCIL AGENDA ITEM**

CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Motion to Authorize the City Manager to Execute a Contract with the Law Office of Sarah Roberts for Prosecution Services
<b>DEPARTMENT:</b>	City Attorney's Office
<b>PRESENTED BY:</b>	Margaret J. King, City Attorney
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM / ISSUE STATEMENT:**

Under State law the City of Shoreline is responsible for the criminal justice costs of all misdemeanors and infractions committed within the City's jurisdiction. These costs include court services, indigent defense and prosecution. Since its incorporation, Shoreline has contracted for court service with the King County District Court and has contracted for defense and prosecution services with various private attorneys.

The contract for Council consideration is for prosecution services beginning January 1, 2017. The City's current prosecution contract terminates at the end of December, 2016.

To award this contract, the City conducted a competitive process and issued a request for proposals (RFP) on September 23, 2016. The City only received one proposal from the Law Office of Sarah Roberts, the current provider of prosecution services.

**RESOURCE/FINANCIAL IMPACT:**

The total cost of prosecution services will be \$192,000 in 2017. The proposed 2017 budget appropriates a total of \$197,785, so there will be some savings between the negotiated contract and the anticipated cost in the proposed budget.

If, after the first year term, the additional contract years are executed (potentially covering 2018-2021), the 2017 flat rate for services will increase by 90% of the June to June Seattle-Tacoma Area CPI-U. This increase would apply to the base rate for each year the contract is extended (potentially covering 2018-2021). If an annual contract inflator rate of 2.5% is estimated, the total five year cost of the base rate for the contract would be \$1,009,215.



## **RECOMMENDATION**

Staff recommends that the Council move to authorize the City Manager to execute a contract for prosecution services with the Law Office of Sarah Roberts for one year and four one-year options to extend, for a total contract not to exceed amount of \$1,009,215 in a form to be approved by the City Attorney.

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



## **DISCUSSION**

The City's current prosecution contract will conclude at the end of the year, the contract for Council consideration tonight is for prosecution services beginning January 1, 2017.

### **Prosecution Services**

Under Washington State law, cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses. This includes jail, court, prosecution and public defense services. Prosecution services include non-traffic infractions, infractions involving accidents and vehicle impound hearings requested by owners, making charging decisions for misdemeanor and gross misdemeanor violations under the Shoreline criminal code as well as filing all necessary charging documents, attending arraignments, hearings, and sentencing, and conducting bench and jury trials, probation violation hearings and appeals. The prosecutor is also responsible for providing a Domestic Violence Coordinator to provide telephone counseling to assess a victim's immediate safety needs and resources and to assist victims of domestic violence with obtaining protective and restraining orders.

### **Request for Proposals**

The City's purchasing ordinance requires solicitation of bids for service contracts in excess of \$50,000 unless waived by the City Manager. Since prosecution services exceed this threshold, a Request for Proposals was prepared and published in August 2016.

The RFP requested a flat monthly rate that would include fees and expenses for the above prosecution services, including up to ten appeals a year to superior court. The RFP solicitation was published by the Washington Bar Association, Association of Washington Cities, Association of Prosecuting Attorneys, Washington Association of Municipal Attorneys, and the Journal of Commerce.

The only proposal that the City received was from the Law Office of Sarah Roberts, the City's current contract prosecutor.

### **Proposed Contract**

The proposed contract requires the Law Office of Sarah Roberts to provide an adequate number of attorneys and support staff to provide the above prosecution services and to efficiently manage the City's court calendar, in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody.

Shoreline's regular court calendar days are currently Monday morning, and all day Tuesdays and Thursdays, beginning at 8:45 a.m. Jury trials are typically held on the last full week of each month (Monday, Tuesday, Thursday, and Friday) (Base days).

Caseloads have remained rather consistent over the past couple of years and this year appears to be similar based on the estimate for 2016 calculated using an estimate of the caseload numbers from January through September.



	2014	2015	2016
Non-Traffic infractions	83	45	72
DUI/Physical Control	86	87	81
Other Traffic Misdemeanors	315	358	327
Non-Traffic Misdemeanors	460	387	369
Appeals	2	1	5

The initial term of the contract is for one year, scheduled to begin on January 1, 2017. The proposed contract also includes four additional one-year options to extend, for a total possible life of five years. Award of the initial contract is no guarantee that any options to extend will be executed. The City Manager would have the authority to enter into the initial term and potentially execute subsequent option years. Council authorization of the contract would provide enough funding for all five terms.

### **FINANCIAL IMPACT**

The RFP requested a flat monthly rate for prosecution services as set out above. The terms of the proposed contract call for the City to provide a flat rate of compensation of \$16,000 per month for 2017. The total cost of the base rate contract is estimated to be \$192,000 for 2017.

If extended, in 2018, the flat rate for services and base days will increase by 90% of the June to June Seattle-Tacoma Area CPI-U. This increase would apply to the base rate for each year the contract is extended (potentially covering 2018-2021. If an annual contract inflator rate of 2.5% is estimated, the total five year cost of the base rate for the contract would be \$1,009,215.

The proposed 2017 budget appropriates \$197,785 (\$164,785 for prosecution services, along with a \$33,000 contingency). Although the proposed 2017 budget was developed prior to the competitive bid process and funds for this service were estimated based on past contract costs and future estimated bid amount contingency, this contract is within the 2017 budget amount of \$192,000.

### **RECOMMENDATION**

Staff recommends that the Council move to authorize the City Manager to execute a contract for prosecution services with the Law Office of Sarah Roberts for one year and four one-year options to extend, for a total contract not to exceed amount of \$1,009,215 in a form to be approved by the City Attorney.

### **ATTACHMENTS**

Attachment A – Scope of Services



**ATTACHMENT A**  
**CITY OF SHORELINE**  
**SCOPE OF SERVICES**

**I. Scope of Services**

Attorney shall provide prosecution services to the City for individuals charged with misdemeanor or gross misdemeanors filed by the City of Shoreline in Shoreline Municipal Department of Shoreline District Court. Representation at bench trials of non-traffic infractions, vehicle impound hearings and traffic infractions involving accidents are also covered by the contract. The lead managing prosecuting attorney shall also act as the City liaison with respect to prosecutorial related questions and court scheduling.

The Attorney will provide all supplies, equipment and shall provide an adequate number of attorneys and support staff to efficiently manage the court calendar in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody. Sufficient attorneys shall be provided to prosecute cases during vacation and illness. Shoreline regular court calendar days are currently Monday morning, and all day Tuesdays and Thursdays, beginning at 8:45 a.m. at the Shoreline Courthouse. Jury trials are typically held on the last full week of each month (Monday, Tuesday, Thursday, and Friday).

Services include:

- Charging through criminal complaints based on officer reports
- Preparing pleas and pleadings
- Arraignment and pre-hearing conferences (non-custodial)
- Provide assistance to victims of domestic violence including telephone counseling, assessing the victims' immediate safety needs, and assisting with appropriate resources.
- Provide victims and witnesses with information about the legal process and options available to them through the legal system.
- Assist victims of domestic violence with obtaining protective orders and restraining orders whether or not criminal charges have been filed.
- Scheduling trials
- Attending hearings (including motion and probation review hearings)
- Conducting research
- Trial preparation
- Conduct trial
- Sentencing hearings
- Appeals, prosecution and defense
- Probation review and revocation
- Consulting with the City and the Court and acting as the City's liaison related to prosecution and District Court administrative matters



Prosecution and City representation will extend through final disposition and shall include any appeals filed, and post-conviction probation violations or sentence notification; or 60 days after a defendant has failed to appear at a mandatory hearing. Cases filed prior to contract term expiration will continue to be managed through final disposition, using the terms and conditions of the contract, regardless of date of final disposition. Representation shall include all counts arising from a single transaction or event and or charged in a single complaint.

The Attorney will prosecute all defendants unless the Rules of Professional Responsibility prohibit representation of the City.

## **II. Billing, Reporting and Consultation**

Monthly billings shall be prepared ten (10) working days after the end of each calendar month using the City's Professional Services Invoice form.

- Provide quarterly reports in printed and electronic format (Microsoft Excel) showing offender, offense(s), case number, hearing dates, and case disposition.
- Attend conferences with the City's representative as needed to review performance, develop and monitor performance benchmarks, review issues of common concern.
- Attendance at any King County District Court – Shoreline Courthouse - or City initiated meetings to address any ad hoc or ongoing issues or concerns with prosecution related issues or Court operations, or to review, revise or enhance district court operations, if necessary.
- In-person discussion with the City's contract manager, if initiated by the contract manager, at the end of each annual term of the Agreement to discuss any issues with the Agreement or services provided over the preceding year.

## **III. Associated Counsel**

- Any counsel associated with, contracted or employed by the Attorney shall have the authority to perform the services set forth in this Scope of Services. The Attorney and all associates or attorneys who perform the services set forth in this Agreement shall be admitted to the practice pursuant to the rules of the Supreme Court of the State of Washington and will at all times remain members in good standing of the Washington State Bar.
- The Attorney shall be responsible for this Agreement, notwithstanding that other counsel may be employed or associated by the Attorney to perform services hereunder. The Attorney shall actively supervise associated and employed counsel throughout the term of this Agreement and during any renewals or extensions, to ensure that all cases are promptly and effectively handled. Sufficient counsel shall be provided to prosecute cases during vacation and illness.



#### **IV. Record Keeping and Confidentiality**

Records must be maintained and archived according to the Washington State Public Records Act chapter 42.56 RCW, chapter 44-14 WAC. Confidential information shall be adequately protected as required by law.



**CITY COUNCIL AGENDA ITEM**  
**CITY OF SHORELINE, WASHINGTON**

<b>AGENDA TITLE:</b>	Discussion of Draft Ordinance No. 765 Regarding New Regulations for Self Storage Facilities		
<b>DEPARTMENT:</b>	Planning & Community Development		
<b>PRESENTED BY:</b>	Rachael Markle, Director		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

On August 8, 2016, the Council adopted Ordinance No. 754 which enacted a six (6) month moratorium that immediately prohibited the City from accepting, processing, and/or approving all applications or permits for any new self-service storage facilities for six months. The moratorium was in response to an influx of pre-application meetings and inquiries related to development of these facilities within a relatively short period of time. Therefore, the Council needs to determine how to regulate self-service storage facilities on or before the expiration of the moratorium on February 8, 2017.

**RESOURCE/FINANCIAL IMPACT:**

Private investments could be impacted by either continuing the moratorium or by the adoption of new regulations. Adoption of the Planning Commission recommendation would allow six (6) out of the seven (7) proposed self-storage facilities to move forward with permitting reducing potential financial impacts for these property owners/investors.

However, the application of restrictions and prohibitions on self-storage development may allow other uses to be permitted that would generate more tax revenue. A strong retail establishment would generate property tax, sales tax and utility tax. A multi-family building will yield more property tax (Multifamily Tax Exemptions delay this benefit) and utility tax than a self-storage facility. The long term impacts related to tax revenue generation are speculative.

**RECOMMENDATION**

No Action is required. Staff recommends that the Council review the Planning Commission recommendation on Draft Ordinance No. 765, ask questions of staff and provide direction if there are any changes that should be made in anticipation of adoption of the regulations on December 12, 2016.

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



## **INTRODUCTION**

Self-Storage Facilities are currently not listed in the use table except in SMC Table 20.40.160 Station Area Uses. Ordinance No. 754's moratorium on these facilities was prompted by an unusually large number of inquiries regarding the establishment of such facilities and the lack of clear development regulations to adequately address this use. The reason for the moratorium was not only to allow time for staff to analyze and the public to consider where and/or under what conditions to allow self-storage facilities in the City, but to determine how these facilities can be designed to be consistent with the goals and policies of the surrounding community.

Consideration of the design is because there are some areas the City has devoted considerable time and resources to create subarea and/or community renewal plans that establish a vision for future development. The City also has many Comprehensive Plan policies envisioning how certain areas of the City are to be developed. These goals, policies, and plans serve as the foundation for any regulatory change recommended.

## **BACKGROUND**

This year, staff began to see a substantial interest in potential new self-storage facilities being located in Shoreline. This included:

- Issuing development permits for two (2) self-storage facilities;<sup>1</sup>
- Conducting six (6) pre-application/consultations meetings for potential future construction of self-storage facilities;<sup>2</sup> and
- Identification of self-storage facilities proposed for construction directly adjacent to or across from other self-storage facilities.<sup>3</sup>

This activity prompted discussion regarding how the City regulates this use. Based on these discussions, pursuant to state law (RCW 35A.63.220 and 36.70A.390) on August 8, 2016, Council enacted a city-wide moratorium for six months on the acceptance of permit applications for self-storage facilities via the adoption of Ordinance No. 754. The staff report for this Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport080816-8b.pdf>.

As required by state law, the Council held a public hearing on October 3, 2016. This was the last time the Council discussed the moratorium. The following is a link to that staff report:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/Agendas/Agendas2016/100316.htm>

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<sup>1</sup> These two sites are located near 145<sup>th</sup> and Bothell Way and 165<sup>th</sup> and Aurora Avenue.

<sup>2</sup> These six sites are located near 170<sup>th</sup> and Aurora Avenue, 192<sup>nd</sup> and Aurora Avenue, 195<sup>th</sup> and Aurora Avenue, 15<sup>th</sup> Avenue and 175<sup>th</sup>, Ballinger Way and 19<sup>th</sup> Ave, and 145<sup>th</sup> and Bothell Way.

<sup>3</sup> Such as the proposed developments at 192<sup>nd</sup> and 195<sup>th</sup> and Aurora.



The Planning Commission was initially provided information on the topic of Development Code amendments related to self-storage facilities at the September 15<sup>th</sup> Planning Commission meeting. A link to the September 15, 2016 staff report is here: <http://www.shorelinewa.gov/home/showdocument?id=27885>

At the October 6<sup>th</sup> study session, the Planning Commission reviewed regulatory options for self-storage facilities; received public input; asked questions; and provided direction to staff regarding the regulations to include in Draft Ordinance No. 765. A link to the October 6, 2016 staff report is here: <http://www.shorelinewa.gov/Home/ShowDocument?id=29112>

The Planning Commission held a Public Hearing on draft Ordinance No. 765 on November 3, 2016. After hearing public testimony from several interested parties, the Planning Commission reviewed the staff recommendation and made several amendments to draft Ordinance No. 765. It is this recommendation that is now before City Council. The minutes from this meeting are in Attachment B. A link to the November 3, 2016 staff report is here: <http://www.shorelinewa.gov/Home/Components/Calendar/Event/9541/182?toggle=allpast>

## **DISCUSSION**

### **Research**

Staff researched other local jurisdictions' development regulations to gain information about how nearby jurisdictions are regulating self-storage facilities. A summary of sample development regulations for self-storage facilities can be found in the October 6<sup>th</sup> Planning Commission staff report. Staff also worked with several of the organizations who are involved with the proposed self-storage projects impacted by the moratorium to learn more about the self-storage industry and to receive feedback on the feasibility of draft regulations.

### **Planning Commission Recommended Amendments and Supporting Analysis**

This section discusses each of the amendments, provides the rationale or analysis for each amendment and includes staff recommended alternative amendments where applicable.

#### **Amendment #1**

The Planning Commission and staff recommend updating the definition for "Self-Storage Facility".

#### **20.20.046 S definitions.**

<b>Self-Storage Facility</b>	<del>An establishment containing separate storage spaces that are leased or rented as individual units.</del> <u>Any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to the space for the purpose of storing and removing personal property on a self-service basis, but does not include a garage or other storage area in a private residence. No occupant may use a self-storage facility for residential purposes. Self-storage facility is synonymous with mini-warehouse and mini-storage.</u>
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**Supporting Analysis:** This definition largely mirrors the State’s definition for self-storage facilities in chapter 19.150 RCW which provides business regulations. It is preferable to use the same terms as other government agencies when possible to avoid confusion. Staff recommends adding the last sentence as self-storage has been referred to in several ways. Staff also suggests shortening the term to just self-storage facility.

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**Amendment #2**

The Planning Commission and staff recommend updating the definition for “Warehousing and Wholesale Trade”.

**20.20.054 W definitions.**

**Warehousing and Wholesale Trade** Establishments involved in the storage and/or sale of bulk goods for resale or assembly, excluding establishments offering the sale of bulk goods to the general public. Warehousing does not include self- storage facilities.

**Supporting Analysis:** This amendment clearly differentiates self-storage facilities from warehousing.

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**Amendment #3:**

This amendment addresses which zones self-storage facilities should be permitted or prohibited. The Planning Commission and staff recommend that self-storage be specifically added to the Nonresidential Uses Table 20.40.230 as permitted with index criteria in the Mixed Business and Community Business zones and prohibited in all other zones.

**Table 20.40.130 Nonresidential Uses**

RETAIL/SERVICE									
NAICS #	SPECIFIC LAND USE	R4-R6	R8-R12	R18-R48	TC-4	NB	CB	MB	TC-1, 2 & 3
	<u>Self-Storage Facilities</u>						<u>P-i</u>	<u>P-i</u>	

**Supporting Analysis:** The Comprehensive Plan Future Land Use Map generally designates areas along Aurora Avenue (outside of the Town Center District) and Ballinger Way as Mixed Use 1. Other commercial areas, in Ridgecrest, Briarcrest, Richmond Beach and North City are designated as Mixed Used 2. Please see Attachment C to locate the MU1 and MU2 parcels: Comprehensive Plan Map. The Land Use Element of the Comprehensive sets forth the purpose of each of these designations:

LU9: The Mixed-Use 1 (MU1) designation encourages the development of walkable places with architectural interest that integrate a wide variety of retail, office, and service uses, along with form-based maximum density residential uses. Transition to adjacent single-family neighborhoods may be accomplished



through appropriate design solutions. Limited manufacturing uses may be permitted under certain conditions.

LU10: The Mixed-Use 2 (MU2) designation is similar to the MU1 designation, except it is not intended to allow more intense uses, such as manufacturing and other uses that generate light, glare, noise, or odor that may be incompatible with existing and proposed land uses. The Mixed-Use 2 (MU2) designation applies to commercial areas not on the Aurora Avenue or Ballinger Way corridors, such as Ridgecrest, Briarcrest, Richmond Beach, and North City. This designation may provide retail, office, and service uses, and greater residential densities than are allowed in low-density residential designations, and promotes pedestrian connections, transit, and amenities.

### **Prohibit in Residential Zoning Districts and LIMITED Allowance in Non-Residential Zoning Districts**

Since self-storage facilities are not residential in nature, the use should be located in non-residential zones. The City has four (4) nonresidential zones: Neighborhood Business (NB), Community Business (CB), Mixed Business (MB) and Town Center (TC) 1, 2, and 3. NB and CB zoning in Ridgecrest, Briarcrest, Richmond Beach, and North City all have MU 1 land use designations. MB and CB in Ballinger have MU 2 land use designations. Please see Attachment D Zoning Map.

### **Prohibit in Neighborhood Business zone**

There is very little property zoned NB in the City and the NB zone is intended to provide for low intensity uses that largely serve the local neighborhood.

#### *Planning Commission Recommendation*

Planning Commission did not recommend allowing self-storage facilities in the NB zone in order to preserve this limited land for neighborhood-serving uses.

### **Prohibit in Town Center zones**

The Town Center Goal TC-3 states that the Town Center provides a focal point for Shoreline's civic life and community-wide identity and embraces its unique history. The vision for Town Center is to create a physically and visually attractive, inviting, and interesting place where form and function come together to promote a thriving environment for residents, businesses, and visitors. The vision goes on to state that the notable features of Town Center will include a number of green open spaces both large and intimate, enclosed plazas, storefronts opening onto parks and wide sidewalks, underground and rear parking, numerous ground-floor and corner retail options within mixed-use buildings, and internal streets within large blocks with other pathways that provide safe, walkable and bike-able connections throughout the Center area east, west, north, and south. Self-storage facilities are not synonymous with place-making, pedestrian scale businesses and civic centers.

#### *Planning Commission Recommendation*

Planning Commission recommended that self-storage facilities be prohibited in the Town Center 1, 2 and 3 zones.

### **Limit in Community Business (CB) zone**



The CB zoned property in the City has two land use designations: MU 1 and MU 2. The CB zoned property in the Ballinger neighborhood is largely designated as MU1, as is the MB zone. Areas such as North City, Briarcrest and Ridgecrest have been the subjects of subarea and planned area planning efforts. These plans articulate visions, goals and policies that may not be compatible with self-storage facilities. Below are policies to illustrate this point from each of these areas:

Southeast Neighborhoods Plan: Briarcrest and Ridgecrest

Economic Development Policy 1: Encourage the creation of community gathering places. Create nodes (indoor & outdoor) for gathering and social interaction.

Economic Development Policy 2: Revitalize the local economy by encouraging new business that is beneficial to the community in terms of services, entertainment, and employment. CD7: Establish rules and incentives that ensure developments are planned in ways that are consistent with the communities' vision of three-pronged sustainability (economic, environmental and social equity).

North City

Excerpts from the North City Subarea Plan:

15th Avenue NE from the Safeway site south of the NE175th Street to the intersection of NE 180<sup>th</sup> Street...will be transformed into "Main Street", with a lively street character, and local services...

The heart of North City is along 15<sup>th</sup> Avenue NE between NE 175<sup>th</sup> and NE 177<sup>th</sup> Streets. The corner of NE 175<sup>th</sup> Street is the gateway to the area....this segment has the greatest retail potential. The plan therefore requires first floor retail here.

People frequently walk in the neighborhood because of the interesting architecture and landscaping. Conversely, parking lots and other "dead zones" are located behind the buildings, rather than along the sidewalk.

The North City Plan includes five (5) corner sites as demonstration projects based on the high redevelopment potential for those sites. The demonstrations projects envision mixed residential and commercial uses "to create a livelier and friendlier built environment".

Ridgecrest Commercial Planned Area 2

This Planned Area was adopted in 2008 and was later subsumed into the Comprehensive Plan and Development Code. The details contained in the Planned Area do add some specifics as to the type of development that is contemplated in the Ridgecrest commercial area, the area that is zoned Community Business.

The purpose of the Planned Area included: "[c]reat[ing] lively mixed use and retail frontage in a safe, walkable, transit oriented neighborhood environment"; "[p]rovide human scale building design"; and "[c]ontribute to the development of a sustainable neighborhood".



The Ridgcrest Planned Area 2 specifically prohibited self-storage warehouses on sites that are 1.5 acres or larger and only permitted the uses allowed in the NB zone on sites smaller than 1.5 acres.

#### Richmond Beach

The Community Business zoned property in Richmond Beach has not been the subject of a special planning study. However, staff characterizes this limited area of commercial development as largely serving the surrounding neighborhoods as opposed to the larger regional land uses found along Aurora Avenue North and along the Ballinger Way NE.

#### Planning Commission Recommendation

Based on the above, the Planning Commission recommended that self-storage facilities only be permitted in the CB zone adjacent to Ballinger Way NE, 19<sup>th</sup> Avenue NE, and Bothell Way NE. These facilities would be prohibited in all other CB zones.

#### **Permit in the Mixed Business Zone**

The mixed business zone is located largely on Aurora Avenue North. There are a few parcels of Mixed Business (MB) zoned property in the Ballinger area. The purpose of the MB zone is to encourage the development of vertical and/or horizontal mixed-use buildings or developments along the Aurora Avenue and Ballinger Way corridors. Aurora Avenue north and south of Town Center and Ballinger Way NE provide services and sales to a largely regional and auto oriented consumer base. Self-storage facilities in these areas would serve a local regional market and are inherently Auto-oriented.

#### Planning Commission Recommendation

Planning Commission recommended that self-storage facilities be permitted in the Mixed Business zone in its entirety.

#### **Prohibit in Aurora Square Community Renewal Area (CRA).**

The CRA is zoned Mixed Business and is designated as the Aurora Square CRA on the City's zoning map. The CRA was established to fulfil the City's vision of having a lifestyle center, a third place, a place for shopping, dining and entertainment. The CRA, also known as Shoreline Place will be comprised of active retail, housing, restaurants, entertainment and jobs. Self-storage facilities do not further the City's goals for this key area.

#### Planning Commission Recommendation

Planning Commission recommended that self-storage facilities not be permitted in the Aurora Square CRA.

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#### **Amendment #4 SMC 20.40.505 Self-storage facility:**

The City uses the Supplemental Index criteria to permit a use subject to meeting criteria that are intended to make the use compliant with the purpose of a particular zone. The Planning Commission recommended several Supplemental Index criteria for self-storage facilities. The Supplemental Index criteria for self-storage:



- Further defines where self-storage facilities are permitted or prohibited;
- Specifies how self-storage units can be used and how they cannot be used; and
- Adds design standards specific to self-storage facilities.

**Amendment #4(a) SMC 20.40.505(A) Location of self-storage facilities:**

1. Self-storage facilities shall not be permitted on property located on a corner on an arterial street. For the purposes of this criterion, corners are defined as all private property adjacent to two or more intersecting arterial streets for a minimum distance of 200 feet in length by a width of 200 feet as measured from the property lines that face the arterials.

***Supporting analysis:***

**Corners**

The City's Comprehensive Plan includes policies for Community Design and Economic Development that place an emphasis on corners and attractive gateways:

- Community Design Policy 30: Provide pedestrian gathering spaces to unify corners of key intersections involving principal arterials.
- Community Design Policy 31: Establish and maintain attractive gateways at entry points into the city.
- From Vision 2029: "As you walk down Aurora you experience a colorful mix of bustling hubs – with well-designed buildings, shops and offices – big and small – inviting restaurants, and people enjoying their balconies and patios."

Within the MB and CB zones, self-storage facilities would not be allowed on corners primarily along Aurora Avenue North. Great streets begin with great corners. Aurora Avenue North is the City's signature boulevard and the corners are in some ways the keys to actualizing the City's vision. The corners, especially those corners located on arterial streets represent an opportunity to create a node of vibrancy at the major crossroads. Corners provide an opportunity to enhance the pedestrian experience especially when paired with active retail and services. Corners are also often coveted for redevelopment because these sites are highly visible.

**Planning Commission Recommendation**

Planning Commission recommended prohibiting self-storage facilities on arterial street corners so as to provide more active retail, services or mixed use development in the MB and CB zones as a way to implement the City's Vision 2029, which envisions Aurora Avenue North as a vibrant signature boulevard.

**Amendment #4(b): SMC 20.40.505(B) Restrictions on use of self-storage facilities**

The Planning Commission reviewed several restrictions on the use of self-storage facilities so as to limit their use to that intended – storage.

***Supporting Analysis:***

These regulations are intended to address community concerns about safety and compatibility with neighboring uses. The Planning Commission and staff did not receive



any negative feedback from self-storage providers on these prohibitions. These rules seem to be standard operating procedure.

**Planning Commission Recommendation**

The recommended supplemental criteria, which can be found in their entirety in Attachment A, Exhibit A, would prohibit the following:

- Living in storage units;
- Manufacturing in storage units;
- Conducting estate and garage sales from storage units;
- Storing flammable, perishable and hazardous materials in storage units; and
- Outdoor storage.

**Amendment #4(c): SMC 20.40.505(C) Additional Design Requirements.**

In addition to the commercial design standards found in SMC 20.50, the Planning Commission reviewed supplemental index criteria to ensure the design of self-storage facilities promotes the City's vision and is compatible with newly redeveloped sites and future redevelopment.

***Supporting Analysis:***

Self-storage facilities are seldom replaced with new uses or buildings. Therefore, careful attention to design is important to ensure the facility maintains a positive appearance over many decades. The proposed standards are adapted from the jurisdictional research performed by staff.

**Planning Commission Recommendation:**

The recommended supplemental design requirements, which can be found in their entirety in Attachment A, Exhibit A, for self-storage include:

- All facilities are to be multi-story;
- All access to storage units shall be from the interior of the facility;
- Loading docks and bays must be screened;
- Standards for fences and walls;
- Minimum of 20% glazing on all floors above the ground floor visible from street/row; (Note: 50% of the ground floor is required to be glazing based on the Commercial Design standards);
- Prohibiting the use of certain building materials;
- Requiring the use of muted exterior colors; and
- Prohibiting installation of electrical outlets in storage units.

**Option for Council Consideration: "Distance From" / One-Quarter Mile Radius**

In prior discussions, the Council voiced concerns about the potential of having too many self-storage facilities developed in Shoreline. There is limited commercial zoned property in Shoreline that is intended to meet a variety of needs and support many complimentary goals. Staff proposed a regulation to the Planning Commission that would limit the number of self-storage facilities within a specified distance of an existing self-storage facility will help distribute self-storage facilities in the permitted zones.



Attachment E demonstrates the effect of prohibiting new self-storage facilities from a one-quarter mile or a 500 foot radius of the existing and permitted self-storage facilities. While the Planning Commission did not recommend a “distance from” provision (refer to Attachment B – 11/3/16 Planning Commission minutes), the Council could consider a radius requirement on Aurora Avenue North or Ballinger Way NE or Bothell Way NE only. A one-quarter mile or a 500 foot radius requirement on Ballinger Way NE and Bothell Way NE would preclude new self-storage facilities in these areas.

However, there is an issue that likely influenced the Commission’s recommendation. The proposed “distance from” (radius) requirement also applies to permitted projects. What happens if there are two self-storage facility projects under permit review at the same time that would be located within a one-quarter mile or 500 foot radius of each other? This situation is already a possibility when applied to the proposed projects at 19022 Aurora Avenue N and 19237 Aurora Avenue North. Allowing the project that is issued a building permit first and denying the second permit that is under review would create an unpredictable permitting process. This could be remedied by: 1) base the “distance from” (radius) existing facilities only (do not include sites with a building permit); or 2) rely on exceptions to the “distance from” (radius) regulation to not preclude the establishment of a new self-storage facility.

A “distance from” (radius) regulation could be used to ensure that a sufficient supply of commercially zoned property remains available to support the City’s Vision 2029 and Comprehensive Plan Land Use, Community Development and Economic Development goals and policies. A “distance from” requirement will also facilitate the distribution of self-storage facilities preventing over concentration in a particular area. Avoiding over concentration supports the concepts of a mix of uses, place making and community vibrancy.

If Council is interested in a “distance from” regulation, then Council may want to consider allowing an exception to the “distance from” regulation. An exception would ideally require the self-storage facility project to include elements that directly address the City’s vision, goals and policies such as: a requirement for commercial space on the ground floor; or inclusion of live/work lofts; or inclusion of spaces for small business development, or studio space for example. The staff recommendation included an exception to the “distance from” requirement if 75 percent of the required ground floor commercial space is devoted to other permitted uses in the zone besides self-storage.

The following amendment to add SMC 20.40.505(A)(2) was included in the staff recommendation to the Planning Commission as an option to address concerns about over concentration of the use:

Self-storage facilities shall not be located within a ¼ mile (or 500 feet – pick one) measured from the property line of the proposed site to another existing or permitted self-storage facility.

Exception: Self-storage facilities may be located within a ¼ mile of an existing or permitted self-storage facility when the minimum space dimension for the ground-level of the building is at least 12-feet in height and 20-feet deep and built to commercial building code. No more than 25% of this ground floor commercial



space may be occupied by self-storage related uses including but not limited to storage units, storage supply sales, and office for support and rental of storage units. All other uses permitted in the zone may occupy the other 75% of the required ground floor commercial space.

However, as noted above, the Planning Commission did not recommend this language.

### **NEXT STEPS**

<b>Date</b>	<b>Action</b>
December 12, 2016	City Council Adoption of Development Code Amendments for Self-Storage Facilities (includes repeal of Moratorium Ordinance)
February 8, 2017	The six (6) month moratorium ends or would need to be continued if regulations are not adopted

### **STAKEHOLDER OUTREACH**

Staff provided ongoing information to all known representatives for the six proposed self-storage facilities about the City's process to resolve the moratorium. Additionally, staff had in person meetings, phone calls and email exchanges with most, if not all of the representatives.

### **COUNCIL GOAL(S) ADDRESSED**

Goal 1: Strengthen Shoreline's economic base to maintain the public services that the community expects

### **RESOURCE/FINANCIAL IMPACT**

Private investments could be impacted by either continuing the moratorium or by the adoption of new regulations. Adoption of the Planning Commission recommendation would allow six (6) out of the (7) seven proposed self-storage facilities to move forward with permitting reducing potential financial impacts for these property owners/investors.

However, the application of restrictions and prohibitions on self-storage development may allow other uses to be permitted that would generate more tax revenue. A strong retail establishment would generate property tax, sales tax and utility tax. A multi-family building will yield more property tax (Multifamily Tax Exemptions delay this benefit) and utility tax than a self-storage facility. The long term impacts related to tax revenue generation are speculative.

### **RECOMMENDATION**

No Action is required. Staff recommends that the Council review the Planning Commission recommendation on Draft Ordinance No. 765, ask questions of staff and provide direction if there are any changes that should be made in anticipation of adoption on December 12, 2016.



## **ATTACHMENTS**

Attachment A	Draft Ordinance No. 765
Exhibit A	Proposed Amendments
Attachment B	Planning Commission Minutes 11/3/16 (NEED TO REPLACE)
Attachment C	Comprehensive Plan Map
Attachment D	Zoning Map
Attachment E	Self-Storage Facility Map: Existing, Permitted & Proposed including ¼ mile & 500 ft. buffers



**ORDINANCE NO. 765**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON AMENDING CERTAIN SECTIONS OF THE SHORELINE MUNICIPAL CODE (SMC) TITLE 20, THE UNIFIED DEVELOPMENT CODE, INCLUDING ESTABLISHING A NEW SECTION, SMC 20.40.505 SETTING FORTH REGULATIONS FOR SELF-STORAGE FACILITIES, AND REPEALING THE MORATORIUM ESTABLISHED BY ORDINANCE NO. 754.**

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 36.70A RCW; and

WHEREAS, on August 8, 2016, pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City adopted Ordinance No. 754 imposing a six month moratorium on the filing, acceptance, processing, and/or approval of all new self-service storage facility applications or permits within all zoning districts 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 amendment(s) to its Unified Development Code; and

WHEREAS, the environmental impacts of the amendments to SMC Title 20, the City's land use development regulations, resulted in the issuance of a Determination of Non-Significance (DNS) on October 13, 2016; and

WHEREAS, on October 3, 2016, the City Council held a public hearing on the moratorium as required by RCW 35A.63.220 and RCW 36.70A.390; and

WHEREAS, on September 15, 2016 and on October 6, 2016, the City of Shoreline Planning Commission reviewed the proposed Development Code amendments; and

WHEREAS, on November 3, 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 deliberated on the proposed Development Code amendments, passed several modifications to the proposal submitted by Planning Staff, and



recommend approval of the Development Code amendments, as amended, to the City Council; and

WHEREAS, on November 28, 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 amendments and the public hearing 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. Repealer.** Ordinance No. 754 imposing a six month moratorium on the filing, acceptance, processing, and/or approval of all new self-service storage facility applications or permits within all zoning districts within the City is repealed in its entirety.

**Section 3. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

**Section 4. Severability.** Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any person or situation.

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

**PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, \_\_\_\_\_, 2016.**



Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

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Jessica Simulcik-Smith  
City Clerk

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Margaret King  
City Attorney

Date of Publication: , 2016  
Effective Date: , 2016



## DRAFT ORDINANCE NO. 765

## 20.20.046 S definitions.

**Self-Service Storage Facility** ~~An establishment containing separate storage spaces that are leased or rented as individual units. Any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to the space for the purpose of storing and removing personal property on a self-service basis, but does not include a garage or other storage area in a private residence. No occupant may use a self-storage facility for residential purposes. Self-storage facility is synonymous with self-service storage facility, mini-warehouse, and mini-storage.~~

## 20.20.054 W definitions.

...

**Warehousing and Wholesale Trade** Establishments involved in the storage and/or sale of bulk goods for resale or assembly, excluding establishments offering the sale of bulk goods to the general public. Warehousing does not include self-storage facilities.

Table 20.40.130 Nonresidential Uses

NAICS #	SPECIFIC LAND USE	R4-R6	R8-R12	R18-R48	TC-4	NB	CB	MB	TC-1, 2 & 3
<b>RETAIL/SERVICE</b>									
532	Automotive Rental and Leasing						P	P	P only in TC-1
81111	Automotive Repair					P	P	P	P only in



**Table 20.40.130 Nonresidential Uses**

<b>NAICS #</b>	<b>SPECIFIC LAND USE</b>	<b>R4-R6</b>	<b>R8-R12</b>	<b>R18-R48</b>	<b>TC-4</b>	<b>NB</b>	<b>CB</b>	<b>MB</b>	<b>TC-1, 2 &amp; 3</b>
	and Service								<b>TC-1</b>
451	Book and Video Stores/Rental (excludes Adult Use Facilities)			<b>C</b>	<b>C</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
513	Broadcasting and Telecommunications							<b>P</b>	<b>P</b>
812220	Cemetery, Columbarium	<b>C-i</b>	<b>C-i</b>	<b>C-i</b>	<b>C-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>
	Houses of Worship	<b>C</b>	<b>C</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
	Construction Retail, Freight, Cargo Service							<b>P</b>	
	Daycare I Facilities	<b>P-i</b>	<b>P-i</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
	Daycare II Facilities	<b>P-i</b>	<b>P-i</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
722	Eating and Drinking Establishments (Excluding Gambling Uses)	<b>C-i</b>	<b>C-i</b>	<b>C-i</b>	<b>C-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>
812210	Funeral Home/Crematory	<b>C-i</b>	<b>C-i</b>	<b>C-i</b>	<b>C-i</b>		<b>P-i</b>	<b>P-i</b>	<b>P-i</b>
447	Fuel and Service Stations					<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
	General Retail Trade/Services					<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
811310	Heavy Equipment and							<b>P</b>	



**Table 20.40.130 Nonresidential Uses**

<b>NAICS #</b>	<b>SPECIFIC LAND USE</b>	<b>R4-R6</b>	<b>R8-R12</b>	<b>R18-R48</b>	<b>TC-4</b>	<b>NB</b>	<b>CB</b>	<b>MB</b>	<b>TC-1, 2 &amp; 3</b>
	Truck Repair								
481	Helistop			<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>C</b>	<b>C</b>
485	Individual Transportation and Taxi						<b>C</b>	<b>P</b>	<b>P only in TC-1</b>
812910	Kennel or Cattery						<b>C-i</b>	<b>P-i</b>	<b>P-i</b>
	Library Adaptive Reuse	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>
31	Light Manufacturing							<b>S</b>	<b>P</b>
	Marijuana Operations – Medical Cooperative	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
	Marijuana Operations – Retail					<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
	Marijuana Operations – Processor							<b>S</b>	<b>P</b>
	Marijuana Operations – Producer							<b>P</b>	
441	Motor Vehicle and Boat Sales							<b>P</b>	<b>P only in TC-1</b>
	Professional Office			<b>C</b>	<b>C</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
5417	Research, Development and Testing							<b>P</b>	<b>P</b>
484	Trucking and Courier Service						<b>P-i</b>	<b>P-i</b>	<b>P-i</b>



Table 20.40.130 Nonresidential Uses

NAICS #	SPECIFIC LAND USE	R4-R6	R8-R12	R18-R48	TC-4	NB	CB	MB	TC-1, 2 & 3
	<u>Self-Storage Facilities</u>						<u>P-i</u>	<u>P-i</u>	
541940	Veterinary Clinics and Hospitals			C-i		P-i	P-i	P-i	P-i
	Warehousing and Wholesale Trade							P	
	Wireless Telecommunication Facility	P-i	P-i	P-i	P-i	P-i	P-i	P-i	P-i
<b>P = Permitted Use</b> <b>C = Conditional Use</b> <b>S = Special Use</b> <b>-i = Indexed Supplemental Criteria</b>									

(Ord. 735 § 1, 2016; Ord. 734 § 4, 2016; Ord. 695 § 1 (Exh. A), 2014; Ord. 669 § 1 (Exh. A), 2013; Ord. 654 § 1 (Exh. 1), 2013; Ord. 643 § 1 (Exh. A), 2012; Ord. 560 § 3 (Exh. A), 2009; Ord. 469 § 1, 2007; Ord. 317 § 1, 2003; Ord. 299 § 1, 2002; Ord. 281 § 6, 2001; Ord. 277 § 1, 2001; Ord. 258 § 5, 2000; Ord. 238 Ch. IV § 2(B, Table 2), 2000).

### **SMC 20.40.505 Self-storage facility.**

#### **A. Location of self-storage facilities.**

1. Self-storage facilities shall not be permitted on property located on a corner on an arterial street. For the purposes of this criterion, corners are defined as all private property adjacent to two or more intersecting arterial streets for a minimum distance of 200 feet in



length by a width of 200 feet as measured from the property lines that face the arterials

2. Self-storage facilities shall not be permitted in the Aurora Square Community Renewal Area.

3. In the Community Business zone, self-storage facilities are allowed adjacent to Ballinger Way NE, 19<sup>th</sup> Ave NE and Bothell Way NE only.

B. Restrictions on use of self-storage facilities.

1. The only activities permitted in individual storage units shall be the rental of the unit and the pickup and deposit of goods and/or property in storage. Storage units shall not be used for activities such as: Residences, offices, workshops, studios, hobby or rehearsal areas.

Self-storage units shall not be used for:

a. Manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances or other electrical equipment, or any other industrial activity is prohibited.

b. Conducting garage or estate sales is prohibited. This does not preclude auctions or sales for the disposition of abandoned or unclaimed property.

c. Storage of flammable, perishable or hazardous materials or the keeping of animals is prohibited.

2. Outdoor storage is prohibited. All goods and property stored at a self-storage facility shall be stored in an enclosed building. No outdoor storage of boats, RVs, vehicles, etc., or storage in outdoor storage pods or shipping containers is permitted.

C. Additional design requirements.

1. Self-storage facilities are permitted only within multistory structures.



2. All storage units shall gain access from the interior of the building(s) or site – no unit doors may face the street or be visible from off the property.

3. Loading docks, entrances or bays shall be screened.

4. Fences and walls including entry shall be compatible with the design and materials of the building(s) and site. Decorative metal or wrought iron fences are preferred. Chain-link (or similar) fences, barbed or razor wire fences, and walls made of precast concrete blocks are prohibited. Fences or walls are not allowed between the main or front building on the site and the street. Landscape areas required by the design guidelines or elsewhere in this code shall not be fenced.

5. A minimum window area shall be 20% percent of each floor above the ground floor of a self- storage facility building that is visible from a street or facing a right of way.

6. Unfaced concrete block, painted masonry, tilt-up and pre-cast concrete panels and prefabricated metal sheets are prohibited. Prefabricated buildings are not allowed.

7. Exterior colors, including any internal corridors or doors visible through windows, shall be muted tones.

8. Prohibited cladding materials include: (1) un-backed, non-composite sheet metal products that can easily dent); (2) smooth face CMUs that are painted or unfinished; (3) plastic or vinyl siding; and (4) unfinished wood.

9. Electrical service to storage units shall be for lighting and climate control only. No electrical outlets are permitted inside individual storage units. Lighting fixtures and switches shall be of a secure design that will not allow tapping the fixtures for other purposes.



# **CITY OF SHORELINE**

## **SHORELINE PLANNING COMMISSION MINUTES OF REGULAR MEETING**

November 3, 2016  
7:00 P.M.

Shoreline City Hall  
Council Chamber

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### **Commissioners Present**

Vice Chair Montero  
Commissioner Chang  
Commissioner Maul  
Commissioner Malek  
Commissioner Thomas

### **Staff Present**

Rachael Markle, Director, Planning & Community Development  
Paul Cohen, Planning Manager, Planning & Community Development  
Steve Szafran, Senior Planner, Planning & Community Development  
Kendra Dedinski, Traffic Engineer  
Dan Eernisse, Economic Development Director  
Julie Ainsworth Taylor, Assistant City Attorney  
Lisa Basher, Planning Commission Clerk

### **Commissioners Absent**

Chair Craft  
Commissioner Mork

### **CALL TO ORDER**

Vice Chair Montero called the regular meeting of the Shoreline Planning Commission to order at 7:00 p.m.

### **ROLL CALL**

Upon roll call by the Commission Clerk the following Commissioners were present: Vice Chair Montero, and Commissioners Chang, Maul, Malek and Thomas. Chair Craft and Commissioner Mork were absent.

### **APPROVAL OF AGENDA**

The agenda was accepted as presented.

### **APPROVAL OF MINUTES**

The minutes of October 20, 2016 were adopted as corrected.



**GENERAL PUBLIC COMMENT**

**Pam Cross, Shoreline**, said she found Kim Lancaster's comments to the City Council on October 24<sup>th</sup> with respect to the Planning Commission's meeting regarding transitional encampment legislation to be insulting. Her statement that there was palpable hostility in the meeting is untrue. The only disruption in the meeting was when the people with her waived around some printed material, perhaps signs. Ms. Lancaster stated that the proposed amendments were intended to decrease barriers for churches and other human service organizations, but she failed to say that the actual subject being discussed was housing of encampments in residential backyards. Even her husband's statement includes a request to add individuals as managing agencies and to reduce the setback distance to zero for homeowners. Ms. Cross said she is puzzled by Ms. Lancaster's oversight because churches and other non-profits seem to be doing just fine, but the use of residential backyards is entirely new. It is the untested use of backyards of someone who may have no background or skills in operating such an encampment that needs careful consideration.

Ms. Cross recalled that Ms. Lancaster made it sound as if people who spoke against the changes do not want the homeless in the City. Those who spoke expressed their concerns for the homeless, as well as for the host family by directing attention to several items, one of which was the likelihood that the homeowner's insurance policy of the host family would be cancelled due to the change in liability exposure. This would directly impact the host, as well as the guests, who could be injured while on the property. She said she has since confirmed this with the Office of the Insurance Commissioner, who advised that the host family may also see increased auto insurance rates due to the addition of licensed drivers on the property, depending on what their motor vehicle records are like.

Ms. Cross further recalled that, as Ms. Lancaster noted, those opposed to the amendments (not opposed to homeless people) found out about the Planning Commission meeting the day before or the same day. They didn't even know one another. As a result, their comments were not coordinated. On the other hand, Ms. Lancaster was able to make a nice presentation to the City Council, bringing along some of her homeless associates who talked in a clear and concise way, never repeating what a prior person had said. It was almost as if it had been rehearsed. She said Ms. Lancaster's statement that the alleged hostility is based on fear and lack of knowledge is not born out by the on-point comments of the speakers. Again, she said they are not opposed to church encampments and have no issues with those who are currently without a home. Stating practical considerations for safety, training and control is not hostility, but bringing attention to items that may have been overlooked and should be part of a healthy dialogue. Ms. Lancaster obviously cares very much and has made it clear that she wants to help the homeless, and so do those who have voiced concern. They want to get people who are currently living in tents kept warm, dry and safe; but they wonder how a tent in a residential backyard is warmer, dryer or safer than a church or another non-profit. At the end of the day, the joint goal should be the elimination of tent cities, and not the perpetuation of them.

**Margaret Willson, Shoreline**, recalled that she addressed the Commission at their last meeting about the proposed amendments related to temporary encampments. She referred to the issue of setbacks and commented that it was recently suggested that tents and port-a-potties should be treated the same as stone barbecues and garden sheds. She pointed out that stone barbecues do not snore, and we don't defecate in our garden sheds. Someone else suggested it would be plain discrimination against some of



Shoreline's most vulnerable citizens to not allow backyard homeless camps. She agreed that it would be discrimination if they allowed backyard boy scout camps, but not backyard homeless camps, but it would not be discrimination to prohibit all backyard camps, which is what she felt the City should do. It was also suggested that Shoreline try a limited social experiment for three years and then reevaluate. She referred to the current situation in Seattle since it stopped enforcing camping regulations. There are now outdoor camps all over, and homeless drug addicts from all over the country are coming to Seattle because it is easier. She does not want Shoreline open to this same thing. The homeless population could quadruple, and the camps could become permanent. She has also heard that opposition to the camps is based on irrational fear. She recalled that, at the last Commission meeting, ten Shoreline residents provided fact-based reasons why the camps are a bad idea. There were also 17 sets of comments on the City's website with fact-based reasons. Saying that the opposition is based on irrational fear belittles, but does not refute the arguments.

Ms. Willson commented that she believes the tone of the conversation is getting unpleasant. The first time she looked on the City's website, there were 17 comments against encampments; but the next time she looked, there were only 16. She discovered through a conversation on Next Door Richmond Beach that one person had removed her name because she received hate mail and she didn't want her email address on the website any more. The opponents of the camps have also been accused of racism, which is totally out of line; and the proponents have been threatening lawsuits against the City if it doesn't allow the camps in backyards despite the opposition of most Shoreline citizens. She concluded that little good comes of conversations that devolve to this level. What needs to be done, instead, is figuring out what would be effective. Everyone agrees they need to address the plight of the homeless, and they should be researching what has worked in other cities and implementing similar programs in Shoreline. She noted that she submitted an email with more information on the topic.

**Tom McCormick, Shoreline**, reviewed that, last year the City Council adopted Resolution 377, which pertains to Richmond Beach Drive and states, *"the current 4,000 daily traffic volume limit remains in full force and affect until such time that Policy 12 of the Point Wells Subarea Plan is amended to increase it."* The resolution also says that *"until the Point Wells Plan is repealed or amended, the City shall not take any action inconsistent with the 4,000-trip limit."* However, one of the items on the docket of 2016 Comprehensive Plan Amendments is to establish a .65 Volume/Capacity (VC) ratio or lower for Richmond Beach Drive (Amendment 8) that would result in seven to ten or more average daily trips. He questioned how the amendment can even be presented to the Commission when the City Council has agreed that no action can be taken inconsistent with the 4,000 limit. When the proposed amendment is considered later on the agenda, he would like the Commission to determine that it is inappropriate to consider as it is in violation of Resolution 377. Alternatively, the Commission could change the .65 V/C ratio to establish an upper limit that does not exceed the 4,000 limit. He concluded that as the proposed amendment stands, it would be inappropriate for the Commission to consider it.

Mr. McCormick also referred to proposed Amendment 6, which is also on the docket of Comprehensive Plan amendments. Amendment 6 talks about establishing a 90% capacity limit for Richmond Beach Road west of 8<sup>th</sup> Avenue. While the City has stated that the amendment is redundant because it is covered elsewhere in another docketed item, Mr. McCormick suggested that the amendment would not be redundant if the other docketed item is not passed. He urged the Commission to adopt Amendment 6. In addition, he suggested that Amendment 6 should be expanded to extend all the way to 3<sup>rd</sup> Avenue.



He reminded the Commission that the City has applied for a grant from the Washington State Department of Transportation (WSDOT) requesting funds so it can restripe the segment between 3<sup>rd</sup> and 8<sup>th</sup> Avenues as three lanes.

**PUBLIC HEARING: DRAFT ORDINANCE NUMBER 765 – NEW REGULATIONS FOR SELF STORAGE FACILITIES**

Vice Chair Montero reviewed the rules and procedures for the hearing and then opened the hearing.

**Staff Presentation**

Director Markle reviewed that there is currently a moratorium in place on the acceptance of applications for new self-storage facilities. The moratorium was enacted because the code does not clearly address where self-service storage facilities are permitted; the use tables need to be updated to reflect adopted plans, goals and policies; and there has been a recent dramatic increase related to the development of self-storage facilities in the City. Currently, there are four facilities that were established between 1978 and 1989 under King County codes, and one that was constructed in 2004. In the past year, the City has permitted two and received six proposals for self-storage facilities. This alerted staff to an influx of self-storage facilities and led to the moratorium.

Director Markle said some issues staff has been exploring over the past few months are concerns about design. Many of the older self-storage facilities have blank walls and are sprawling, one-story, auto-centric buildings constructed of unattractive materials. Another concern is that self-storage facilities are incompatible with adjacent uses and allow outdoor storage. In addition, there is concern that the City has a limited amount of commercial property to meet its needs and visions for the future, and self-storage is a very long-term use that is not typically converted to another use once established. To address these concerns, she reviewed each of the proposed amendments as follows:

- **Amendment 1 (SMC 20.20.046.S)**

The definition for “Self-Storage Facility” was updated to be in line with the State’s definition.

- **Amendment 2 (SMC 20.20.046.W)**

The definition for “warehousing” was also updated to make it clear that warehousing is not self-storage.

- **Amendment 3 (Table 20.40.230)**

This amendment addresses which zones self-storage facilities should be permitted or prohibited. As proposed, “self-storage facilities” would specifically be added to the Nonresidential Uses Table as permitted with index criteria in all Mixed Business (MB) zones and in the Community Business (CB) zone along Ballinger Way NE only and prohibited in all other zones. In addition, the use would be specifically prohibited in the Aurora Square Community Renewal Area (CRA), on arterial corners, or within ¼ mile of another self-storage facility.



Director Markle advised that the City received a number of comments from self-storage representatives, who provided good factual information and ideas about the proposed regulations. One comment suggested that self-storage also be allowed in other CB zones on parcels that take access from a state highway. This would include the CB zones on Lake City Way in Southeast Shoreline. This change would result in the use also being allowed along Aurora Avenue North, Ballinger Way NE and Bothell Way NE.

- **Amendment 4a (SMC 20.40.505.A)**

The City uses the Supplemental Index Criteria to permit a use subject to meeting criteria that are intended to make the use compliant with the purpose of a particular zone. Staff has proposed several supplemental index criteria for self-storage facilities. The intent is to further define where self-storage facilities are permitted or prohibited, specify how self-storage units can and cannot be used, and add design standards specific to self-storage facilities. The proposed criteria include the following:

1. ***Self-storage facilities shall not be permitted on property located on a corner on an arterial street.*** The intent of this provision is to preserve a developable area on each of the corners where arterials intersect so that uses can develop there that are of a pedestrian scale, activate the streetscape, contribute to placemaking and create jobs. To make the intent clearer, staff is proposing that the following sentence be added, ***“For the purposes of this criterion, corners are defined as all private property adjacent to two or more intersecting arterial streets for a minimum distance of 200 feet in length by a width of 200 feet as measured from the property lines that face the arterials.”*** If the Commission supports the corner restriction concept, a picture would ideally be added to the code. The new language would yield an approximately 40,000 square foot parcel or parcels at the corners where self-storage would be prohibited.
2. ***Self-storage facilities shall not be located within ¼ mile measured from the property line of the proposed site to another existing or permitted self-storage facility.*** A map was used to illustrate the location of the four existing and two permitted self-storage facilities in relation to the six proposed self-storage facilities. Staff is recommending the “distance from” regulation to prevent the overconcentration of self-storage facilities in a particular area, and either 500 feet or ¼ mile will effectively serve this purpose. However, applying a “distance from” requirement on Ballinger Way NE would essentially preclude new self-storage facilities in the area. If the Commission believes that self-storage facilities should be allowed in the Ballinger area, they should not enact a “distance from” restriction in that location. Staff is seeking feedback from the Commission about whether there should be a “distance from” requirement; and if so, what should the exact measurement be.

As written, the proposed “distance from” requirement would also apply to permitted projects. This raises questions about what happened if there are two self-storage facility projects under permit review at the same time that would be located within a ¼-mile or 500-foot radius of each other. Allowing the project that is issued a building permit first and denying the second permit that is under review would create an unpredictable permitting process.



The Commission could also consider one or more exceptions to the “distance from” requirement to ideally require self-storage facility projects to include elements that directly address the City’s vision, goals and policies. For example, there could be an exception if 75% of the required ground floor commercial space is devoted to other permitted uses in the zone besides self-storage. If the issue is that self-storage will take up valuable commercial space that could be developed with something more active that produces more jobs, this requirement would activate the ground level but allow a self-storage use to occur on the upper floors. Another exception could be to allow the facilities to locate within the radius of an existing or permitted facility with a Conditional Use Permit, if the existing facility has been operational for five years, based upon a market study showing demand for the additional square footage, or based on a maximum total rentable space within a radius. The latter option could be a possible solution to the problem of when two permits come in at the same time.

- **Amendment 4b (SMC 20.40.505.B)**

Based on research of other jurisdictions, staff is also recommending Supplemental Index Criteria that regulates how self-storage units are used. These regulations are intended to address community concerns about safety and compatibility with neighboring uses. As proposed, the index criteria would prohibit: living in storage units; manufacturing in storage units; conducting estate and garage sales from storage units; storing flammable, perishable and hazardous materials in storage units; and outdoor storage. Staff has not received any negative feedback related to these proposed restrictions, and the rules seems to be standard operating procedure.

- **Amendment 4c (SMC 20.40.505.C)**

Staff recommends the adoption of Supplemental Index Criteria to ensure the design of self-storage facilities promotes the City’s vision and is compatible with newly redeveloped sites and future redevelopment. The recommended design requirements include:

1. All facilities are to be multi-story.
2. All access to storage units shall be from the interior of the facility.
3. Loading docks and bays must be screened.
4. Standards for fences and walls.
5. 35% glazing on all floors above the ground floor.
6. Prohibiting the use of certain building materials.
7. Requiring the use of muted exterior colors.
8. Prohibiting installation of electrical outlets in storage units.

Staff received a fair amount of feedback regarding the proposed design requirements and their practicality. For example:

- A comment was received about the requirement that “*no unit may face the street or be visible from off of the property.*” The commenter concluded that the requirement conflicts with the glazing requirement because the doors would be visible through the glazing. The purpose of



the windows, in this case, would be more to dress the building to look like an office. The windows could appear glazed on the outside, but there would be another wall that obscures the inside. If the Commission disagrees with this concept of glazing, it could recommend removing the clause *“or be visible from off the property.”*

9. A comment was received regarding the amount of glazing. Mr. Ricks provided the Commission with an estimate of the glazing of various elevations of the proposed project. This information may be helpful to the Commission to decide the proper amount of glazing to require. His project was one of the examples shown at the last meeting, and the entire building is about 15% glazing. Some floors have more or less than others.
10. There were also questions about how it would look and feel to have a lot of glazing facing residential uses. It could be seemingly intrusive, create glare, have light all night, etc.
11. A comment was received regarding consideration of metal panels. The commenter stated the panels are thick and durable and they had planned to use them. The City’s adopted Commercial Design Standards allow for metal panels, and removing the prohibition may be appropriate if enough other design standards remain in place to preclude the construction of a large, metal warehouse style facility. These other design standards include modulation, variation in roofline, some glazing, colors, etc.

Director Markle explained that following the public hearing, the Commission will likely formulate a recommendation to the City Council on the proposed regulations. The recommendation will be presented to the City Council on November 28<sup>th</sup> for a study session. The City Council is likely to take action on the proposed amendments following their public hearing on December 12<sup>th</sup>.

Director Markle concluded her presentation by recommending approval of draft Ordinance Number 765 to establish new regulations for self-storage facilities with consideration of amending SMC 20.40.505(A)(1) as proposed in the presentation. She reminded the Board that SMC 20.40.505(A)(1) is the proposed additional language relative to corners.

### **Clarifying Questions from the Commission**

Commissioner Chang said she has concerns about the limited number of commercial properties to meet the City’s needs and vision, which is why the moratorium was put in place. She requested clarification from staff about the impacts (jobs, tax revenue, etc.) of self-storage versus other types of mixed-use development. Director Markle advised that property tax is the main tax revenue that comes from self-storage, along with some utility tax. The use would generate very little or no sales tax. As an example, a commenter pointed out that the site of the proposed facility on 19<sup>th</sup> Avenue NE is located in the middle of developed commercial area but has remained undeveloped for 20 years. Development of the self-storage facility will result in additional property tax revenue based on the improvements. In another example, the City receives about \$12,000 in property tax from the existing self-storage facility on Ballinger Way NE. By comparison, many of the newer apartment buildings have 10-year property tax exemptions, so the City is not receiving taxes on the improvements. The property tax received from these developments is currently similar to the property tax received from self-storage. She does not



have an example of the properties taxes generated by a mixed-use development, but properties taxes are based on valuation. Sales tax and utility taxes will be more on a commercial building versus a self-storage facility.

Commissioner Malek observed that eight developers from the Seattle area have submitted permit applications for self-storage facilities in Shoreline. He recognized that land values are high in Seattle, but he asked if the less strict land regulations also attract developers to Shoreline. Director Markle said she never got confirmation that the City's regulations were more amenable in relation to Seattle, but she believes the City's regulations are more amenable than those of Lake Forest Park and Edmonds. In talking with the developers, it is not likely that all eight will end up developing, as the market dynamic will change once the new facilities come on line.

Commissioner Malek asked if it would be better to use size as a means of separating the facilities from one another rather than imposing a ¼-mile radius or another arbitrary number. Director Markle agreed that option would preclude an overconcentration, but she is not clear which option would be the most effective without doing an analysis.

Commissioner Thomas commented that, at the end of the day, they want something that looks good, and she questioned if glazing is really the best way to achieve this goal. Perhaps there are other alternatives such as an artistic design or the articulation required in the general commercial design standards. She expressed her belief that the design standards should remain consistent from one type of development to another. Having different design standards for self-service storage facilities can create a lot of confusion. Director Markle agreed there are other alternatives that would be attractive and acceptable, and the Commission may want to reduce the amount of glazing to allow for that type of treatment, as well. The design standards allude to being able to do that, but they do not prescribe one particular method over another. The intent is to direct the design to be different than the typical, large and boxy designs that would not meet the City's current design guidelines.

Commissioner Malek asked if it would be reasonable to discriminate between the CB and MB zones. It seems reasonable that the scale and scope of the fringe areas like Ballinger Way NE and 145<sup>th</sup> Street at Bothell WA NE would be different than what you would expect to see along Aurora Avenue N. He asked if the use could be regulated differently based on zoning in terms of scale, scope and size. He explained that his intent is to hold the facilities to the scale and scope of other development in the immediate environment. However, he does not want to complicate the language in the code so much that it is difficult or unwelcoming for incoming developers to decipher. Director Markle said it would be very easy to place limitation on the size and scale of the use in the CB zone. They might seek direction during the hearing about what is considered large and smaller-scale self-storage facilities.

Commissioner Chang said she is concerned when looking at the map that identifies the location of the existing and proposed new self-storage facilities. She also has sympathy for people who own the properties and have already gone through the design process. They've invested a lot of money and time putting their proposals together. Even with the proposed amendments, there would still be other places where self-storage facilities would be allowed to develop in the City. Director Markle agreed there would still be a few properties available for self-storage, but the market will play into whether or not new facilities are developed. Commissioner Chang asked if self-storage facilities are allowed in Lake



Forest Park and Edmonds. Director Markle answered that they are not allowed in Lake Forest Park, and Edmonds' regulations are not extraordinarily clear.

Commissioner Chang suggested that the City could accept the applications that have already been proposed, but then not allow any more. Assistant Attorney Ainsworth-Taylor commented that the City could take this approach if it is determined to be in the best interest of the citizens. She noted that the City already outright prohibits certain uses, and the same could be done for self-service storage facilities. This would be an overall policy decision for the City Council to make.

Vice Chair Montero asked if any of the current self-storage facilities allow outside storage. Director Markle said the facility on Midvale Avenue has outside storage, but she is not familiar with what is allowed at the other facilities. Vice Chair Montero concluded that a citizen of Shoreline would have to go outside of the City to find storage for recreational vehicles.

Commissioner Thomas asked staff's rationale for the proposed requirement that no more than 25% of the ground floor space could be used for self-storage, and the remaining 75% would require some other type of commercial use. While she understands the intent of requiring commercial uses along the street front, she voiced concern that 75% could be excessive, depending on the size and shape of the lot. Director Markle said the existing Commercial Design Standards require commercial uses along the street frontage to a depth of 20 feet. That would be the intent for this regulation, too. She agreed there should be some correlation between the commercial space and the actual street frontage, and 25% was thrown out for feedback and public comment. Rather than a scientific number, it was intended to be enough to allow space for the commercial use required for self-storage, as well as other commercial uses. She said she did not receive any feedback from the development community regarding this provision. Commissioner Thomas clarified that that the standard, whatever is applied, would only apply to the portion of property facing the street fronts, and only for a certain depth.

Mr. Cohen said it is important to remember that self-storage is allowed as an accessory use in Mixed Use Residential (MUR) zones. The idea is that there is a need for people living in the multi-family developments to have self-storage as an accessory use. However, the facility would not be at the same scale as the existing and proposed self-storage facilities.

### **Public Testimony**

**Randall Olsen, Seattle, Land Use Attorney, Cairncross & Hempelmann**, said he was present to represent Sherry Development, the proponent of the project at 14553 Bothell Way NE. The property is located about three lots north of the intersection of 145<sup>th</sup> Street and Bothell Way NE. It is zoned CB and developed with an existing storage facility that has been permitted and is currently under construction immediately south of the property. He referred to a letter he submitted prior to the meeting, which contains his detailed thoughts and summarized the following requests:

- He recommended that self-storage facilities be permitted in all CB and MB zones that take access from a State Highway. The facilities should be located on properties that are primarily auto-oriented and capable of serving a broader region rather than the immediate neighborhood. Properties in the CB zone that meet this goal are the ones that front on a State Highway (Ballinger Way NE and



Bothell Way NE). The Staff Report suggests that self-storage facilities be permitted in the CB zones, but only on Ballinger Way NE, and it is difficult to see why the use would make sense on Ballinger Way NE but not on Bothell Way NE.

- He expressed his belief that the “distance from” requirement is complicated and probably unnecessary for many reasons. For example, the market will limit the number of uses there will be. The idea of having a maximum square footage for self-storage in a particular area might be a much more workable approach. If the City considers this option, he suggested 250,000 square feet would be a number that would allow two viable projects to occur, but would not be so large as to trigger concerns.
- If the Commission chooses to go forward with a dispersion requirement that has commercial on the ground floor, he requested that it be based upon the frontage of the property. The Sherry property has a small amount of frontage and most of the site is located in the back. Having that ratio taken into consideration would be the way to go.

**Michael Sherry, Bainbridge Island**, said he is the developer of the project at 14553 Bothell Way NE. He explained that this site, in particular, has very limited other options for development. The traffic is very fast along Bothell Way NE, and access is limited to right-in and right-out. A high-speed bus lane goes right past the property, as well. In terms of meeting the objectives of the CB zone, the site has limitations that are traffic oriented. In addition, the neighborhood is not all that conducive to other options. Surrounding developments include a McDonalds, another storage facility, and a strip club across the street. He said the market analysis indicates that an additional self-storage facility is warranted in this location. He said his analysis of the distinction between MU-2 and MU-1, which are defined in the Comprehensive Plan, is contrary to what staff says. He believes MU-2 would actually be more appropriate for self-storage, and his property is identified as MU-2 under the Comprehensive Plan. Additionally, it does not make sense to him that only self-storage would have a distance limitation from its competitors. He is not aware of any other uses in the City where a distance measurement is applied. The market place does a very good job of limiting the number of self-storage facilities that are developed over time.

Mr. Sherry referred to the proposed 75% commercial requirement. He explained that his site has a minimal amount of frontage along Bothell Way NE and most of the site is around back. The building footprint is about 36,000 square feet, so 75% of the first floor as commercial space would result in approximately 26,000 square feet of non-rentable space. The very front could be used, but he cannot imagine a tenant would pay commercial rates to use the spaces around the back. Wasted space costs about \$70 to \$80 per foot, which equates to about a \$2 million penalty for his project to be located next door to a competitor. In addition, an additional 65 parking stalls would be required, consuming another substantial part of the property. He does not believe having more parking lots is an objective of the Commission. He asked the Commission to reconsider this requirement, and he is encouraged by the previous discussion that the requirement would only apply to a small footprint against the active street front. He stressed the importance of considering the practical cost aspects about what the impact would be on a building with that kind of requirement.



**Robin Murphy, Seattle**, said his design firm in Seattle designs a lot of self-storage facilities. He observed that a lot of the discussion is centered on aesthetics and preventing the buildings from being large, blank boxes. His firm also designs theaters, which have a similar issue. You cannot put a lot of fenestration on a theater, but the building must be integrated into the fabric of the surrounding area. For storage, they have determined the best formula is to concentrate glazing, both vertically and horizontally, into the areas that are facing the right-of-way. It is important that the buildings are read as storage buildings rather than disguised as office buildings, but they can be designed effectively to meet design requirements by placing the windows in positions where it reads what the building actually provides to the customers. This design keeps windows away from areas that are inappropriate, such as single- and multi-family residential development and other interior lot lines. He explained that windows are very important in storage, and placing them at the end of corridors allows natural lighting into the spaces and provides a sense of security and understanding of where you are. However, imposing a 35% to 50% window requirement around the perimeter of the building does not make sense. The average office building has approximately 35% window to wall area, and the energy code for metal buildings limits the design to 30% windows. A more stringent requirement would require the developer to prescriptively over-insulate to counter affect the fact that too many holes were poked into the metal building.

Mr. Murphy commented that, generally, two types of materials are used for self-storage facilities: masonry and metal siding. While this may sound like a small pallet, there is an endless variety of articulations of those materials, profiles and colors. There are many ways to modulate the buildings both vertically and horizontally. Windows are part of that, but to require the facility to look like something other than what is it would be a mistake.

Mr. Murphy expressed his belief that self-storage facilities need to be approximately 100,000 gross square feet, which equates to a footprint of about 33,000 square feet for a 3-story building. Requiring that 75% of the ground floor must be a commercial use other than storage would result in a 20,000 square foot footprint that is basically unusable. He reminded the Commissioners that self-storage facilities are not typically located on prime real estate. They are in secondary areas that are zoned for commercial, but not necessarily in a location that a retail tenant would want to occupy.

**Holly Golden, Seattle, Land Use Attorney, Hillis Clark Martin & Peterson**, said she works with Lake Union Partners on their site at 19237 Aurora Avenue North. She voiced support for the draft ordinance and encouraged the Commission to move it along to the City Council for approval. She commented that the site on Aurora Avenue North is perfectly situated for self-storage, and the proposed legislation would allow it. However, she requested some simple changes to the draft ordinance.

Ms. Golden explained that for the proposal at 19237 Aurora Avenue North, the 35% glazing requirement and the restriction on any metal panels would be problematic. She noted that a comment letter she previously provided included a rendering of the proposed building. As currently designed, it does use metal panels and it has less than 35% glazing. The glazing requirement is tricky, and good design can be achieved through other methods. Especially for a use that does not have occupants, it is difficult to set a hardline rule. She does not support the idea of “fake” windows. The facility is not an office building, and it seems silly to try and make it look like one. As explained earlier by Mr. Murphy, windows in the building can be useful features. The ability to see some of the doors through the



windows would run counter to that and would encourage the fake windows with the fake wall behind it. She asked the Commission to reconsider the restriction on the visibility of doors through the windows.

Ms. Golden also commented that metal panels are versatile and durable, and they are allowed under the current Commercial Design Standards above four feet. It seems reasonable, with all the other design requirements, that it would work in this setting as well. She recommended that the restriction on metal panels be removed. She suggested that another fix to address design concerns would be to allow design departures. Although design departures are currently allowed from the Commercial Design Standards, Item C.9 in the proposed ordinance would prohibit design departures for self-storage facilities. She emphasized that self-storage is often appropriate at difficult sites that are not being used for other multi-family or commercial uses. Flexibility needs to be allowed to account for unusual, site-specific characteristics. Again, she voiced her support for legislation that allows self-storage facilities in Shoreline on appropriate sites like 19327 Aurora Avenue North, and she encouraged the Commission to move the draft legislation forward to City Council.

**Joe Ferguson, Shoreline, Lake Union Partners**, said his firm is the developer of the property at 19237 Aurora Avenue North. He is also a resident of Shoreline and he is encouraged by the proposed restrictions, specifically in areas with adopted neighborhood plans. His firm also develops a wide variety of mixed-use urban housing and retail in urban locations throughout the northwest, including Seattle, Portland and Salt Lake City; and they have a good perspective on what makes for a great neighborhood. Restrictions on corners make sense, as do restrictions in town centers and subareas where the City is trying to encourage vibrant street use. He said he would also support a reasonable radius restriction, as long as it is applied consistently throughout the City. It would be somewhat silly and unpredictable to assign different rules to different locations. He also voiced support for the previous comments relative to the glazing requirement. He explained that there is a need for authenticity to the use. There is a demand within the market, and developers are seeing opportunity based on this demand. It is a fairly simple equation to identify where and how much square footage of storage would be absorbed in a certain radius. With that in mind, he encouraged the Commission to let the market speak. Let developers build into that demand, and trust the fact that they are going to have trouble getting financing if it does not exist. A size restriction may sound good in concept, but the intent is to avoid the concentration of the use within an area. Regardless of whether the facility is 100,000 or 200,000 square feet, at issue is how the use is experienced at the street.

**John Limantzakis, Seattle**, said he and his family have owned the parcel on Bothell Way NE between 145<sup>th</sup> and 146<sup>th</sup> Avenues for just shy of 20 years. While they have been required to pay property taxes for all of those years, only approximately 6,000 square feet of the site generates revenue. They have been trying to redevelop the property for a number of years, and many different avenues have been considered. However, they have been unable to do anything, particularly when the left-turn lane was cut off to have access to the property. He expressed his belief that Mr. Sherry's proposal is a good fit for the property; not just for him, but there will also be land remaining for another type of commercial use.

**Rodger Ricks, Redmond**, said he is a former resident of Shoreline. He referred to a letter he submitted prior to the meeting and summarized some of the points it contained. He recalled that, at their last meeting, the Commission seemed to favor self-storage as a use in the community, but it should be appropriately distributed and not take away from prime commercial parcels. There seems to be a bit of a



tone that self-storage is an undesirable use that needs to be shielded, but that is not the case. One of every 10 households use self-storage, and they need to be located conveniently.

Mr. Ricks said he is proposing a new self-storage facility on 19<sup>th</sup> Avenue NE in the Ballinger District. He agreed with Director Markle that the radius requirement would not be appropriate for the Ballinger District because it is such a concentrated area. If a radius requirement is applied, no additional self-storage facilities would be allowed. There are currently two self-storage facilities in the Ballinger area, an older one that allows outdoor storage and a newer one that is very small. A third-party demand consultant identified a demand for 161,000 square feet in that location, yet the current facilities only provide 90,000 square feet. The area is very underserved at this time. He noted that the parcel has been vacant for 22 years. While it has been cleared, no development proposal has made sense. The occupancy levels of the existing facilities in Ballinger are extremely high, and they are charging much more than surrounding communities.

Mr. Ricks agreed with the previous concerns relative to glazing. He said he attempted to apply some of the concepts suggested by Mr. Murphy, such as putting lights at the ends of hallways so it is convenient for all patrons in the facilities and putting the signature on the front to demonstrate the building's use. He asked that the Commission consider reducing the glazing requirement to a more reasonable level.

**Paul Ribary, North Bend**, said he is the general contractor for the facility being constructed at 16523 Aurora Avenue N, which broke ground about four weeks ago. As a builder, he has done about 25 storage facilities in the last 15 years and a number of things have changed during that time. Specifically, he referred to the glazing requirement and how it relates to the energy code. He agreed with Mr. Murphy as far as the impact of the glazing requirement on a developer's ability to meet the energy code. On a cold day, you will end up with a very cold facility, which is contrary to the need to make it warm and inviting to the customers and meet the state energy requirements. There is also a cost consideration of glazing versus other options that meet the design requirements. He agreed that windows are important to provide light during the day and advertising and awareness of what the facility is. He noted that it is about 3.5 times more expensive to install siding that is glazed versus metal, hardy or block. In the construction industry, his job is to keep costs down for his clients. He invited the Commissioners to visit the construction site at any time.

Vice Chair Montero closed the public comment portion of the hearing.

### **Commission Deliberation and Possible Action**

**COMMISSIONER THOMAS MOVED THAT THE COMMISSION ADOPT DRAFT ORDINANCE 765 AND THE ASSOCIATED DEVELOPMENT CODE CHANGES AS PROPOSED BY STAFF. COMMISSIONER MALEK SECONDED THE MOTION.**

Commissioner Thomas said she believes there is a demand for self-storage facilities in the City, and there are some parcels that are not well leant to other types of development. She would like the use of these properties to be maximized. The goal of the design guidelines is to have attractive buildings, but she doesn't know if the glazing requirement is the right approach. Although those in the industry believe it is important that the facilities are easily recognized as self-storage, there is also concern that



there not be a lot of large, boxy buildings that have little articulation and do not blend into the character the City is trying to achieve as part of its vision. The discussion should consider the best approach to accomplish both goals. She said she supports keeping the design standards consistent for all buildings types in the MB and CB zones. Applying different standards to specific types of development can create confusion for the community, property owners and developers.

**COMMISSIONER MALEK MOVED THAT THE LANGUAGE IN SMC 20.40.505.A.2 BE AMENDED BY ELIMINATING THE EXCEPTION AND REPHRASING THE FIRST PARAGRAPH TO READ, “SELF-STORAGE FACILITIES IN THE MB ZONE NOT TO EXCEED 250,000 SQUARE FEET AND TO A SUBSTANTIALLY LESSER EXTENT WITHIN THE CB ZONE.”**

Commissioner Malek said he does not have a mathematical calculation for what belongs in the CB versus the MB zone, but he feels a fringe zone is something that can accommodate more square footage. He asked about the cumulative square footage of the two existing and one proposed self-storage facilities in the Ballinger CB zone. Director Markle said there is just one existing, and she does not know the exact size of either the existing or proposed facility.

Assistant City Attorney Ainsworth-Taylor suggested that the language in the motion should provide more specificity. Commissioner Malek commented that if a reasonable size is 100,000 square feet, the percentage of useable square footage would be substantially less than the total size of the building. Mr. Cohen asked if this would be square footage of building or lot, and Commissioner Malek answered that he was referring to the gross square footage of the building.

**COMMISSIONER MALEK RESTATED HIS MOTION TO MOVE THAT THE LANGUAGE IN AMENDMENT 4a (SMC 20.40.505.A.2) BE AMENDED BY ELIMINATING THE EXCEPTION AND REPHRASING THE FIRST PARAGRAPH TO READ, “SELF-STORAGE FACILITIES IN THE MB ZONE AGGREGATE ARE NOT TO EXCEED 300,000 SQUARE FEET AND NOT MORE THAN 150,000 SQUARE FEET IN THE CB ZONE. COMMISSIONER THOMAS SECONDED THE MOTION FOR DISCUSSION.**

Commissioner Maul commented that the language proposed in the motion seems wide open because it does not specify in what distance the limitation applies to. He said he would be willing to eliminate Item 2 entirely and leave it unrestricted. If there is 300,000 square feet of self-storage in an area, the price will drop like a rock, and a developer might think twice about that level of competition. He expressed his belief that none of the options put forward for limiting the number of facilities makes sense to him. He does not anticipate there will be an overly huge concentration of self-storage facilities being constructed in any of the locations. Mr. Ricks advised that, generally, the industry calculates based on net rentable space, and there is about 90,000 square feet of existing space and the new project would add about 80,000 more.

Commissioner Malek said if a volume of self-storage is located anywhere in the City, it should be in the MB zones and not the CB zones. The intent of his motion was to provide a frame of reference to be evaluated. The motion promotes the concept of having a disparity between the two zones. The “distance from” requirement seems more esoteric and less intuitive.



Commissioner Thomas agreed with Commissioner Maul. She is not sure that the restriction, as a whole, will meet the intent. Again, she recommended that the Commercial Design Standards should be applied universally to get attractive buildings, which is the ultimate goal. She does not have an issue with the type of businesses allowed, as the design standards will govern the appearance of any new development. She understands the need to make the buildings easily recognizable to customers, but the demand for storage is high and people who are looking for it will find it whether hidden in an unusual area or not.

Commissioner Chang agreed there is a need for storage but expressed her belief that there must be limits placed on the use. There is a certain vision for how they want the City to build out, and having some limit would be appropriate. She supports the proposed “distance from” requirement. Vice Chair Montero agreed there should be some restrictions in place, but he believes the use should be more restrictive in the CB zone than in the MB zone. He noted that the MB zones are primarily located adjacent to the two station subareas or along State highways, which lends them to having a higher concentration of self-storage facilities. The MB zones are also located closer to residential areas and other municipalities that have higher restrictions for self-storage facilities. Director Markle reviewed a map and pointed out the locations of the CB and MB zones.

Commissioner Maul voiced concern that, as proposed, the limitation would apply to all CB and MB zones, yet staff has proposed that the use be prohibited in some of these zones. Commissioner Malek said the intent was to exclude the use in the Aurora Square CRA and other areas as previously stated by staff.

**ASSISTANT CITY ATTORNEY AINSWORTH-TAYLOR SUMMARIZED THE MOTION TO READ AS FOLLOWS: STRIKE THE EXCEPTION LANGUAGE IN SMC 20.40.505.A.2 IN ITS ENTIRETY AND REPLACE THE LANGUAGE IN THE FIRST PARAGRAPH OF ITEM 2 TO READ, “SELF-STORAGE FACILITIES LOCATED IN THE CB ZONE SHALL NOT EXCEED A GROSS BUILDING AGGREGATE SIZE OF 300,000 SQUARE FEET AND THOSE IN THE MB ZONE 150,000 SQUARE FEET.**

**THE MOTION FAILED UNANIMOUSLY.**

**COMMISSIONER THOMAS MOVED THAT THE EXCEPTION IN SMC 20.40.505.A.2 BE REPLACED WITH THE FOLLOWING: “AGGREGATE STORAGE UNITS IN THE MB ZONE WOULD NOT BE GREATER THAN 250,000 SQUARE FEET.” THE MOTION DIED FOR LACK OF A SECOND.**

**COMMISSIONER MAUL MOVED THAT SMC 20.40.505.A.2 BE ELIMINATED ALTOGETHER. COMMISSIONER MALEK SECONDED THE MOTION.**

Commissioner Maul commented that placing limitations on the use would be difficult. Telling a property owner he/she can’t do self-storage because there is already one next door would be unfair. He does not see the use proliferating to an unacceptable level. Until he hears a better idea for how to limit the use, he would like Item 2 to be eliminated.



**THE MOTION CARRIED 4-1, WITH COMMISSIONER CHANG VOTING IN OPPOSITION.**

**COMMISSIONER THOMAS MOVED THAT SMC 20.40.505.A.4 BE AMENDED TO ALLOW SELF-STORAGE FACILITIES TO LOCATE IN CB ZONES THAT ARE ADJACENT TO STATE HIGHWAYS.**

Commissioner Thomas expressed her belief that the use would be appropriate along both Ballinger Way NE and Bothell Way NE. Mr. Cohen pointed out that there are a number of other state highways in the City with CB zoning. Director Markle also pointed out that the proposed change would preclude the applicant on 19<sup>th</sup> Avenue NE from locating a self-storage facility. Although the property is located in the CB zone, it is not adjacent to a State highway. Commissioner Thomas said the intent of her motion was to allow the use on Bothell Way NE.

**COMMISSIONER THOMAS WITHDREW HER MOTION.**

**COMMISSIONER MAUL MOVED THAT SMC 20.40.505.A.4 BE ELIMINATED. COMMISSIONER THOMAS SECONDED THE MOTION FOR DISCUSSION.**

Commissioner Maul asked the logic behind limiting the use to CB zones that are adjacent to Ballinger Way NE and 19<sup>th</sup> Avenue NE only. Director Markle explained that the City and public has spent a lot of time talking about what the character of some neighborhoods should be and how they should be developed, etc. Some of these areas are zoned CB and are not very large. For example, if a 40,000 to 60,000 square foot site in Ridgecrest were allowed to develop with self-storage, it would consume a large portion of the neighborhood. Staff does not believe this use would meet the intended vision. The same is true for the North City Neighborhood, which is intended to be more walkable with on-the-street interest. If self-storage is allowed in all CB zones, the use will be allowed in North City, Ridgecrest, and even the Richmond Beach Shopping Center area.

Commissioner Thomas agreed that self-storage facilities do not belong in Ridgecrest or in North City, which have subarea plans in place to guide future development. Director Markle shared a suggestion from Mr. Eernisse to change SMC 20.40.505.A.4 to read, *“All self-storage facilities to locate in CB zones that are primarily served by State highways.”* Assistant City Attorney Ainsworth-Taylor voiced concern about the meaning of the word, “primary.” She cautioned that a traffic analysis would be required for each proposal to determine if a site is primarily served by a State highway or not.

**THE MOTION FAILED UNANIMOUSLY.**

**COMMISSIONER MAUL MOVED THAT SMC 20.40.505.A.4 BE AMENDED TO READ, “IN THE COMMUNITY BUSINESS ZONE, SELF-STORAGE FACILITIES ARE ALLOWED ADJACENT TO BALLINGER WAY NE, BOTHELL WAY NE AND 19<sup>TH</sup> AVENUE NE ONLY.” COMMISSIONER THOMAS SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.**

Commissioner Thomas observed that the Commercial Design Standards already include standards for glazing and commercial uses on the ground floor. Director Markle clarified that the existing glazing



standard only applies to the front façade on the ground floor. The proposed additional design requirement would require glazing on upper floors, as well. Mr. Cohen pointed out that multi-family and office development typically includes windows on all floors anyway, and that is why glazing is only emphasized on the ground floor. Commissioner Thomas pointed out that, theoretically, the existing Commercial Design Standards would allow an office or multifamily development to be constructed without windows. Mr. Cohen clarified that the glazing standard was not intended for movie theaters and storage. If the motion is to use the existing Commercial Design Standards, the examples of self-storage facilities that were provided would meet the requirement for ground floor glazing, and no glazing would be required above the first floor.

**COMMISSIONER MALEK MOVED THAT SMC 20.40.505.C.5 BE ELIMINATED. THE MOTION DIED FOR LACK OF A SECOND.**

**COMMISSIONER THOMAS MOVED THAT SMC 20.40.505.C.5 BE AMENDED TO READ, “A MINIMUM WINDOW AREA SHALL BE 20% OF EACH FLOOR ABOVE THE GROUND FLOOR OF A SELF-STORAGE FACILITY BUILDING THAT IS VISIBLE FROM A STREET.” COMMISSIONER MAUL SECONDED THE MOTION.**

Commissioner Thomas said her motion was intended to be a compromise between the staff’s proposed 35% requirement, which seems to be a lot, and nothing. She is most concerned about the facades that are visible from a street. She wants to get away from the feeling of a big, boxy façade. She understands that business owners do not feel it is necessary for self-storage facilities to blend in with the surrounding development. However, many jurisdictions require certain design standards for facades that are visible from the street. She chose 20% as an arbitrary number based on the examples that were provided.

**COMMISSIONER MALEK MOVED TO AMEND THE MOTION TO CHANGE “SMC 20.40.505.C.5 TO READ, “A MINIMUM WINDOW AREA SHALL BE 20% OF EACH FLOOR ABOVE THE GROUND FLOOR OF A SELF-STORAGE FACILITY BUILDING THAT IS VISIBLE FROM A STREET OR FACING A RIGHT-OF-WAY.” COMMISSIONER THOMAS SECONDED THE MOTION TO AMEND. THE MOTION TO AMEND CARRIED UNANIMOUSLY.**

Commissioner Maul pointed out that glazing of more than 30% of the entire building creates a problem in meeting the energy code. Requiring 20%, or even 35%, glazing only on the facades facing the street or right-of-way, would allow projects to stay below this threshold. He said he does not mind seeing doors through the glass, and great examples were provided at their last meeting. He is not so sure that a 35% requirement would be outrageous if it only applies to the facades facing the street. Perhaps they should leave it at 35% and allow for departures as staff decisions. He noted that the project on Bothell Way NE has very little façade facing the street, so meeting the 35% requirement would not be difficult.

Commissioner Thomas commented that as long as there are other ways to make the streetscape attractive, it does not have to be done through glazing. However, it seems like glazing has been used as a tool in other jurisdictions. Regardless of what is inside, the exterior needs to be visually attractive from the streetscape.



**THE MAIN MOTION, AS AMENDED, CARRIED UNANIMOUSLY.**

Commissioner Thomas noted that SMC 20.40.505.C.9 does not allow departures from the Commercial Design Standards for self-storage facilities. She asked why staff is proposing more stringent requirements on this one type of business over another. Mr. Cohen explained that an Administrative Design Review is only required when an applicant wants to depart from the design standards. Commissioner Thomas clarified that she is not suggesting that all self-storage facility applications must go through Administrative Design Review. She is simply suggesting that it not be eliminated as an option for self-storage facilities.

Director Markle explained that SMC 20.40.505.C.9 would require self-storage facilities to adhere strictly to the adopted standards, and there would be no opportunity for an administrative variance. If the Commission is not concerned about strict compliance with the standards, they could allow staff to administer departures through the Administrative Design Review process. Commissioner Thomas noted that allowing departures would be consistent with what is currently allowed for all other types of commercial development.

**COMMISSIONER THOMAS MOVED THAT SMC 20.40.505.C.9 BE ELIMINATED IN ITS ENTIRETY. COMMISSIONER MALEK SECONDED THE MOTION.**

Commissioner Chang asked about the potential impact of eliminating Item 9. As an example of a potential problem, Commissioner Maul advised that an applicant could request a code departure for the requirement of 50% glazing on the ground floor. Mr. Cohen reminded the Commission that requests for departures from the Commercial Design Standards must meet one of two criteria: 1) it must meet the purposes of the Commercial Design Standards, or 2) it must have a hardship. Rather than simply allowing a departure, staff tries to negotiate with applicants for additional design elements as a tradeoff.

Commissioner Chang asked how cost comes into play when applicants request code departures. Mr. Cohen answered that cost cannot specifically play into the decision making, but staff does look for parity when negotiating with applicants. The idea is that design standards, by regulation, do not always produce the best product, even though that is the intent. Flexibility allows staff to work with applicants to make a project look better in a different way.

Vice Chair Montero referred to SMC 20.40.050.C.8, which prohibits un-backed, non-composite sheet metal products that can easily dent. Commissioner Maul asked if a product that comes as a sandwich panel or a sheet that is applied to a wall would be considered “backed.” Mr. Cohen answered that the Commercial Design Standards allow cladding, and they also look at how the façade is inset or stepped back and color changes. They have departed from some of the requirements to actually get better quality cladding as a tradeoff. Vice Chair Montero also referred to SMC 20.40.050.C.7 and asked who would determine what a “muted tone” is. Mr. Cohen clarified that the additional design standards laid out in SMC 20.40.050.C would supplement the Commercial Design Standards and would not be negotiable. If Item C.9 is eliminated, then departures from the Commercial Design Standards would also be allowed for self-service storage facilities.



**THE MOTION CARRIED 3-2, WITH VICE CHAIR MONTERO AND COMMISSIONER MALEK VOTING IN OPPOSITION.**

Commissioner Thomas explained that the existing Commercial Design Standards require 50% glazing and 12-foot ceilings on the ground floor for the first 20 feet in depth. Because the standard would apply to just the front portion of the ground floor, the public concern about losing the entire first floor would not be an issue.

Director Markle referred to the new language proposed by staff for second sentence in SMC 20.40.050.A.1, which prohibits self-storage facilities from locating on a corner on an arterial street.

**COMMISSIONER MALEK MOVED THAT SMC 20.40.050.A.1 BE AMENDED BY CHANGING THE SECOND SENTENCE TO READ, “FOR THE PURPOSES OF THIS CRITERION, CORNERS ARE DEFINED AS ALL PRIVATE PROPERTY ADJACENT TO TWO OR MORE INTERSECTING ARTERIAL STREETS FOR A MINIMUM DISTANCE OF 200 FEET IN LENGTH BY A WIDTH OF 200 FEET AS MEASURED FROM THE PROPERTY LINES THAT FACE THAT ARTERIALS.” COMMISSIONER THOMAS SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.**

**COMMISSIONER MAUL MOVED THAT SMC 20.40.050.C.8 BE AMENDED TO ADD “AT THE FIRST FLOOR” AFTER THE WORD “DENT.” THE MOTION DIED FOR LACK OF A SECOND.**

Commissioner Thomas summarized that the proposed changes to the Use Table (Table 20.40.130) would allow self-storage facilities in the CB and MB zones, but not in the TC and NB zones.

**THE MAIN MOTION TO ADOPT DRAFT ORDINANCE 765 AND THE ASSOCIATED DEVELOPMENT CODE CHANGES AS PROPOSED BY STAFF WAS UNANIMOUSLY APPROVED AS AMENDED. COMMISSIONER MALEK SECONDED THE MOTION.**

The Commission took a 5-minute break at 9:25 p.m. The meeting reconvened at 9:30 p.m.

**STUDY ITEM: 2016 COMPREHENSIVE PLAN AMENDMENTS**

**Staff Presentation**

Mr. Szafran reminded the Commission that the State Growth Management Act (GMA) limits review of the proposed Comprehensive Plan amendments to no more than once per year. To ensure that the public can view the proposals in a citywide context, the City creates a docket or list of the amendments that will be considered each year. The City Council set the final list in June with 8 amendments: 3 privately-initiated amendments and 5 city-initiated.

Staff reviewed each of the proposed amendments with the Commission as follows:



- **Amendment 1** would amend Land Use Policy LU-47, which considers annexation of 145<sup>th</sup> Street adjacent to the southern border of the City. This amendment was also on the 2015 Comprehensive Plan Amendment Docket and was bumped to 2016. Staff is not prepared to bring it forward yet, and is recommending it be placed on the 2017 docket.

None of the Commissioners had questions relative to this amendment.

- **Amendment 2** is consideration of amendments to the Point Wells Subarea Plan as described in the Staff Report. This amendment has also been on the City's docket for a while. Staff is recommending that it be bumped to the 2017 docket.

None of the Commissioners had questions relative to this amendment.

- **Amendment 3** would amend the Parks, Recreation and Open Space (PROS) Master Plan. The Parks Department is currently working on the PROS Master Plan update, which will hopefully be adopted next year. Staff is recommending that this amendment be bumped to the 2017 docket.

None of the Commissioners had questions relative to this amendment.

- **Amendment 4** would amend Transportation Policy T-44 by adding a Volume Over Capacity (V/C) Ratio for Collector Arterial Streets. The amendment was privately initiated. The City does not currently have a V/C ratio for Collector Arterial Streets. Staff is not recommending approval of the amendment.

Ms. Dedinski cautioned that applying the proposed V/C ratio standard in a widespread manner and more rigidly than it already is would limit the City's ability to accommodate growth in a flexible way. Also, the only mitigation strategy is to widen roadways, which might not be the kind of thing that communities want to see on local streets or collector arterials.

Ms. Dedinski said the City Council directed staff to study the amendment as part of the Transportation Master Plan (TMP) update, which has not yet started. In an effort to get information before the Commission, she reviewed the 2011 TMP modeling effort, which modeled the collector arterial network with relation to the V/C standard. From that static model, she saw that the City does have streets that would fail the V/C standard. That means the City would have to restructure its Transportation Impact Fee to accommodate an additional growth project, which would be costly because the only way to get at the V/C ratio is by widening the roadway to add more lanes to accommodate more traffic. The main thing to consider is whether that would be the right fit for the street and would that be the goal they want to achieve with the Transportation Impact Fee.

Ms. Dedinski advised that, in considering an updated model as part of the TMP Update, it is likely that other collector arterials would also fail the V/C standard, and the City would once again have to revisit additional growth projects, which would mean widening roadways. Examples of streets that would exceed the threshold include Fremont Avenue North and 196<sup>th</sup> Street. Commissioner Chang asked if adding lanes would be the only way to address potential failures. Ms. Dedinski answered affirmatively, according to the City's current framework. There are other methodologies for



concurrency that get at the heart of the City's concerns, and what they have been directed to study as part of the TMP update is a multi-modal level of service that encompasses sidewalks and non-motorized facilities, etc. The current concurrency standard only really addresses vehicles. While this approach is easy to apply, it has implications as to what happens with roads.

Commissioner Thomas asked Ms. Dedinski to provide a description of a collector arterial. Ms. Dedinski explained that principle and minor streets are the main arterials through the City and carry the largest amounts of traffic. The collector arterials provide a supporting framework for feeding the principle and minor arterials. They provide connections to the communities and neighborhoods. At the request of Commissioner Thomas, Ms. Dedinski provided a map to illustrate the collector arterial infrastructure.

Given that the amendment was proposed by residents of Richmond Beach, Commissioner Thomas said she assumes the assumption for promoting the amendment is the thought that if a road only has a certain capacity, the City cannot allow the development that will overwhelm the current capacity of the road. Ms. Dedinski agreed that is the idea. Staff's recommendation is to specifically focus on the Richmond Beach (Point Wells) component in order to avoid unintended consequences. Staff does not want the policy to be applied to all collector arterials, as they don't want the unintended consequences to spiral out from the Point Wells site. For example, one unintended consequence would be that the City must update its Transportation Impact Fee Structure to include a growth project for Fremont Avenue North, which would probably require right-of-way acquisition and be quite costly. This would increase costs to developers and put the City on the hook to complete the growth project. It would also have some implications in the future when the City updates its traffic model for other streets, meaning more widening on more streets.

Commissioner Chang said it does not make sense to her that the proposed amendment would imply that the City has to widen as opposed to certain projects could not happen. Ms. Dedinski agreed that the V/C ratio would limit growth until the infrastructure is in place to support it. That means it could potentially limit build-out at the Point Wells site because it requires right-of-way. However, on roadways that are already at the standard or near, it would also put the City on the hook for widening roadways and planning for growth projects to accommodate those. Although the V/C on Richmond Beach Drive is currently very low and is unlikely to reach the .9 V/C ratio unless development occurs at Point Wells, that would not be the case if applied citywide. All of the locations where potential problems could occur will be identified as part of the modeling that is done for the TMP Update in 2017.

Commissioner Thomas asked what criteria the City uses to upgrade a collector arterial to a minor arterial. Ms. Dedinski said the last time this occurred was as part of the TMP Update that occurred in 2007. Usually, this change is justified by increased traffic volumes and supporting land uses. Commissioner Thomas said that if those factors continue and there is a lot of congestion, the City could reclassify a roadway from a collector to a minor arterial. Ms. Dedinski agreed and said another alternative is proposed in Amendment 8, which would provide a supplemental level of service for the single roadway they are really concerned about.



- **Amendment 5** would clean up Land Use Policies LU-63, LU-64, LU-65, LU-66 and LU-67. These all reference an outdated King County Countywide Planning Policy.

None of the Commissioners had questions relative to this amendment.

- **Amendment 6** would amend Point Wells Subarea Plan Policy PW-12 by adding a separate limitation about the maximum number of vehicle trips entering a day on the City's road network from and to Point Wells. As proposed, the capacity should not exceed the spare capacity of Richmond Beach Road west of 8<sup>th</sup> Avenue NW under the City's V/C ratios. This is a privately initiated amendment.

Ms. Dedinski advised that staff is not opposed to the concept proposed in the amendment, but it is redundant with the language proposed in Amendment 8. Staff is recommending approval of Amendment 8.

Commissioner Thomas asked if "spare capacity" is a phrase put forward by the proponent of the amendment or if it is a common phrase. Ms. Dedinski explained that V/C refers to the actual measured volume of the roadway over the capacity of the roadway, and makes sense in the context of the proposed amendment. It is a common planning tool, and the baseline planning level capacities are assigned by the Puget Sound Regional Council (PSRC). The City further refines the V/C ratio in the TMP model. For example, for the capacity of the referenced Richmond Beach Road (west of 8<sup>th</sup>), if there is an assigned capacity per lane of 800 vehicles per hour, the V/C ratio would be the amount left after the current volumes are deducted out.

Commissioner Thomas pointed out that Amendment 6 would only be redundant if Amendment 8 is adopted in some form to address this issue. Ms. Dedinski explained that the intent of Amendment 6 is to be very specific and direct and to allow less wiggle room from the current Level of Service (LOS) Standards. But it is actually redundant to the existing citywide LOS Standard, which is .9 V/C. The proposed amendment would simply reiterate that it is .9 V/C for Richmond Beach Road. It would do the same thing as the current citywide standard is already doing. The intent is to not allow the City to allow it to go higher. For example, on 15<sup>th</sup> Avenue NE, the City has allowed the V/C to go up to 1.1 to address safety issues and neighborhood right-of-way constraints.

Commissioner Chang asked if the City is allowed to exceed the .9 V/C if the intersection is still working at a certain LOS Standard. Ms. Dedinski answered affirmatively. She explained the V/C ratio is a supplemental LOS Standard, and that the intent of the amendment is to keep the V/C at .9 on all legs Richmond Beach Road. Commissioner Maul commented that the V/C Standard is for peak hour situations and has nothing to do with the 4,000-vehicle maximum. Ms. Dedinski agreed and said the two do not conflict with one another. The V/C standard simply provides an added measure of protection.

- **Amendment 7** would amend the Southeast Neighborhood Subarea Plan to move policies related to the 145<sup>th</sup> Street Station Subarea Plan, amend the text, and amend the borders of the Southeast Neighborhood Subarea Plan. The City just adopted the 145<sup>th</sup> Street Station Area Plan, and



applicable policies from the Southeast Neighborhood Subarea Plan were moved into the 145<sup>th</sup> Plan, and the borders need to be amended so they no longer overlap.

None of the Commissioners had questions relative to this amendment.

- **Amendment 8** would add a new Point Wells Subarea Plan Policy adopting a V/C ratio of 0.65 or lower for Richmond Beach Drive northwest of 196<sup>th</sup> Street. This is a privately-initiated amendment, as well.

Ms. Dedinski clarified that, in addition to the redundant language in Amendment 6, Amendment 8 proposes an additional supplemental LOS Standard for Richmond Beach Drive, specifically. She recalled that Mr. McCormick commented earlier in the meeting, asking for a lower V/C standard. She cautioned that the City already has a table in the TMP that outlines what each V/C range relates to in terms of LOS A through F. Going any lower would make the V/C questionably defensible from a legal perspective because .65 is already an LOS B within the TMP, and this is not typically defined as a failure.

Mr. Szafran advised that a public hearing on the proposed amendments is scheduled for November 17<sup>th</sup>.

### **Public Comment**

There was no one in the audience who indicated a desire to comment.

### **DIRECTOR'S REPORT**

Director Markle did not have any additional items to report on.

### **UNFINISHED BUSINESS**

#### **Letter to the City Council**

The Commission reviewed the letter that was drafted as a report to the City Council of the Commission's most recent activities. Commissioner Thomas pointed out that the letter does not include the Commission's recent discussions and public hearing on the proposed Development Code amendments related to Temporary Encampments. She reviewed that the Commission postponed its recommendation and continued the hearing. She suggested it would be helpful to have a discussion with the City Council to learn more about the goals and objectives they want to achieve regarding the matter. The Commissioners agreed it should be added as a topic of discussion at their joint meeting with the City Council on November 28<sup>th</sup>. Assistant City Attorney Ainsworth-Taylor agreed to forward the Commissioners a copy of the resolution the City Council adopted on homelessness.

Mr. Cohen explained that the memorandum that is prepared for the joint meeting will list a number of topics the Commission has discussed and wants to make a priority. The proposed amendments related to Temporary Encampments could be added to the list as an issue for discussion. The Commissioners agreed that would be appropriate.



Commissioner Malek requested a copy of the 2017 Draft Budget, as well as a list of the Council's 2017 goals. Assistant City Attorney Ainsworth-Taylor advised that the City Council is slated to adopt the 2017 Budget following a public hearing on November 24<sup>th</sup>. She agreed to forward the Commissioners a link to the draft budget, which is available on line. Commissioner Malek felt it would be helpful for the Commission to understand where the City Council is looking at spending time and money and how the goals align with that. This will enable the Commission to better align its time and initiatives with those of the Council. Mr. Cohen said the joint meeting agenda will include a discussion of the Council's priorities and goals.

### **NEW BUSINESS**

There was no new business.

### **REPORTS OF COMMITTEES AND COMMISSIONERS/ANNOUNCEMENTS**

There were no reports of committees or Commissioners.

### **AGENDA FOR NEXT MEETING**

Mr. Szafran advised that a public hearing on the draft Comprehensive Plan amendments is scheduled for November 17<sup>th</sup>. Assistant City Attorney Ainsworth-Taylor reminded the Commissioners that, at their last meeting, they continued the study session for the Development Code batch amendments. The Commission agreed to add the amendments to the November 17<sup>th</sup> meeting agenda. Mr. Szafran noted that a public hearing on the Development Code amendments is scheduled for December 1<sup>st</sup>.

Mr. Szafran reminded the Commission that the joint meeting with the City Council is scheduled for November 28<sup>th</sup> at 5:45 p.m.

### **ADJOURNMENT**

The meeting was adjourned at 10:05 p.m.

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William Montero  
Vice Chair, Planning Commission

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Lisa Basher  
Clerk, Planning Commission







## Comprehensive Plan Land Use Designations

- |   |                                       |
|---|---------------------------------------|
|  | Station Area 1                        |
|  | Station Area 2                        |
|  | Station Area 3                        |
|  | Low Density Residential               |
|  | Medium Density Residential            |
|  | High Density Residential              |
|  | Institution/Campus                    |
|  | Planned Area 3                        |
|  | Mixed Use 2                           |
|  | Mixed Use 1                           |
|  | Town Center District                  |
|  | Public Facility                       |
|  | Public Open Space                     |
|  | Private Open Space                    |
|  | Future Service<br>and Annexation Area |

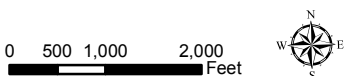
See LU20-LU43 for light rail station study area policies.

## Station Study Areas Designations

-  Land Use  
 Study Area  
 Mobility Study Area  
 Approximate Light Rail Alignment

### Potential Station Location

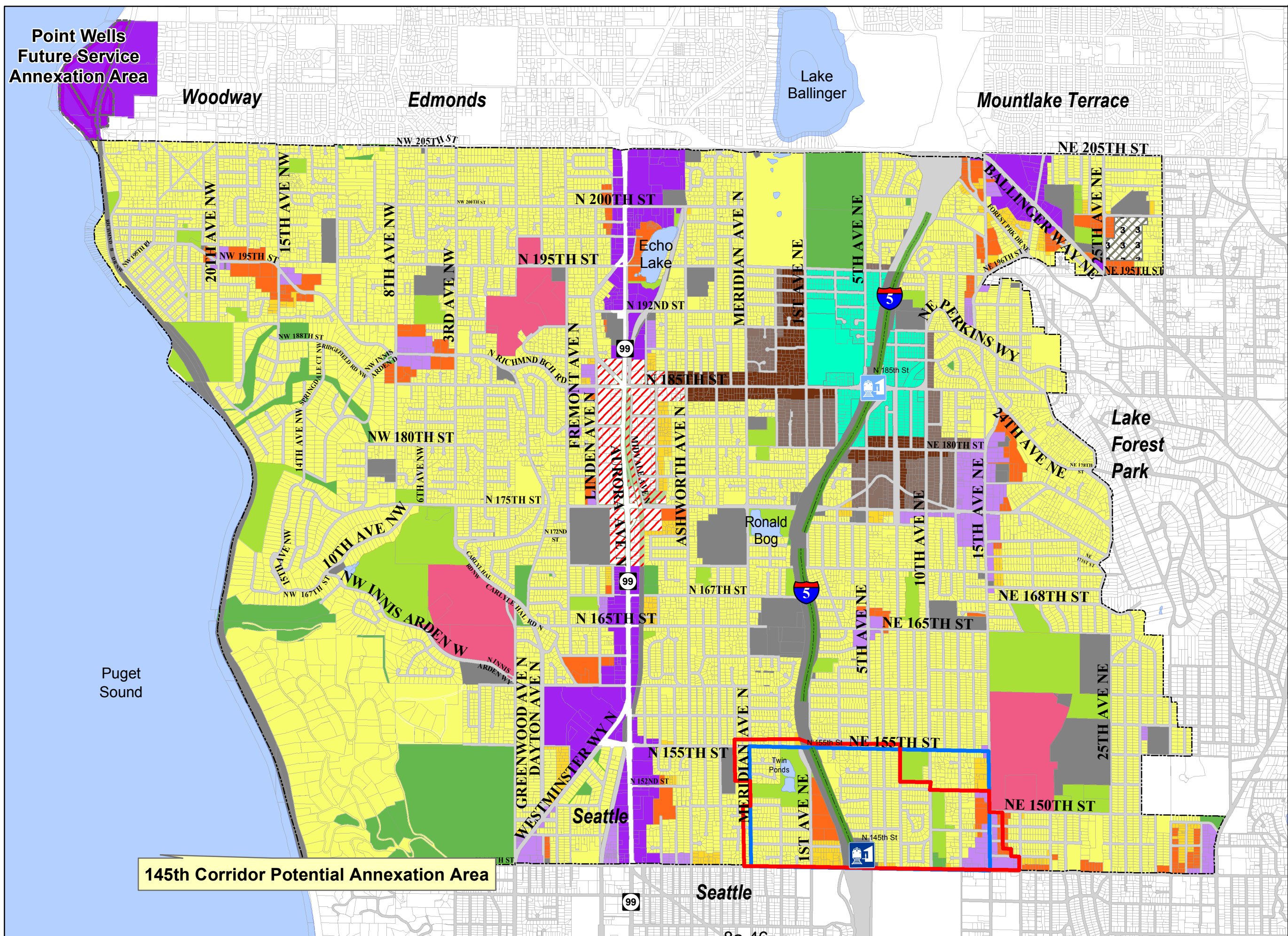
-  145th Station
-  185th Station



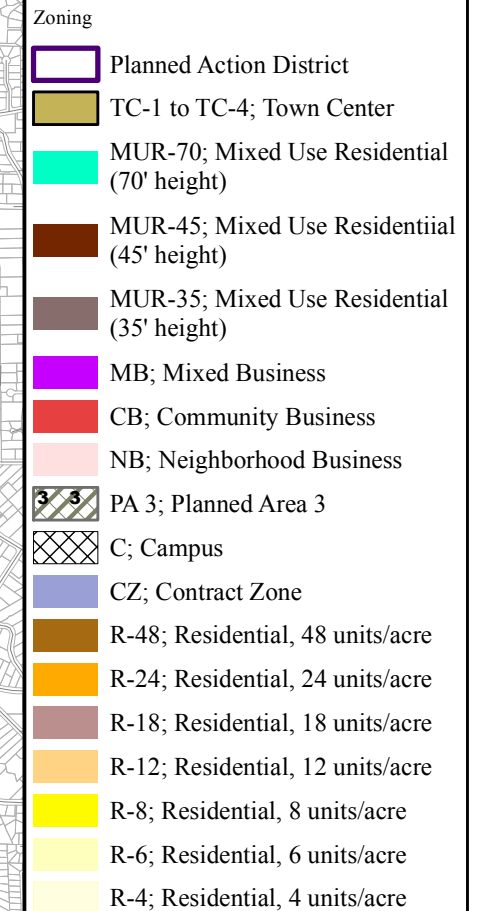
This map is not an official map. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

## Land Use

Updated May, 2015
















2, Unlock 2021

3, Unlock 2033

— Outside Shoreline  
 Interstate  
 Principal Arterial  
 Minor Arterial  
 Collector Arterial  
 Neighborhood Collector  
 — Local Street  
 Open Water  
 Unclassified Right of Way  
 Park  
 City Boundary

0 495 990 1,980 2,970 3,960 Feet

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



Date: 7/29/2016  
Document Name: Zoning



## Storage Facility Locations With Buffers

### Existing and Proposed Storage Facilities

- Storage Facility - 0.25 Mile Radius
- Storage Facility - 500 Foot Radius
- Proposed Storage Facility
- Existing Storage Facility
- Vested Storage Facility

### Zoning Phase

- 185th St Station Phase 2 - 2021
- 185th St Station Phase 3 - 2033
- 145th St Station Phase 1 - 2016
- 145th St Station Phase 2 - 2033
- Town Center (1,2,3 or 4)
- MUR-70; Mixed Use Residential (70' height)
- MUR-45; Mixed Use Residential (45' height)
- MUR-35; Mixed Use Residential (35' height)
- MB; Mixed Business
- CB; Community Business
- NB; Neighborhood Business
- PA 3; Planned Area 3
- C; Campus
- CZ; Contract Zone
- R-48; Residential, 48 units/acre
- R-24; Residential, 24 units/acre
- R-18; Residential, 18 units/acre
- R-12; Residential, 12 units/acre
- R-8; Residential, 8 units/acre
- R-6; Residential, 6 units/acre
- R-4; Residential, 4 units/acre

### Other Map Features

- City Boundary
- Open Water
- Streets Outside Shoreline
- Street Classification
  - Collector Arterial
  - Local Street
  - Neighborhood Collector
- Interstate
- Minor Arterial
- Principal Arterial
- Park

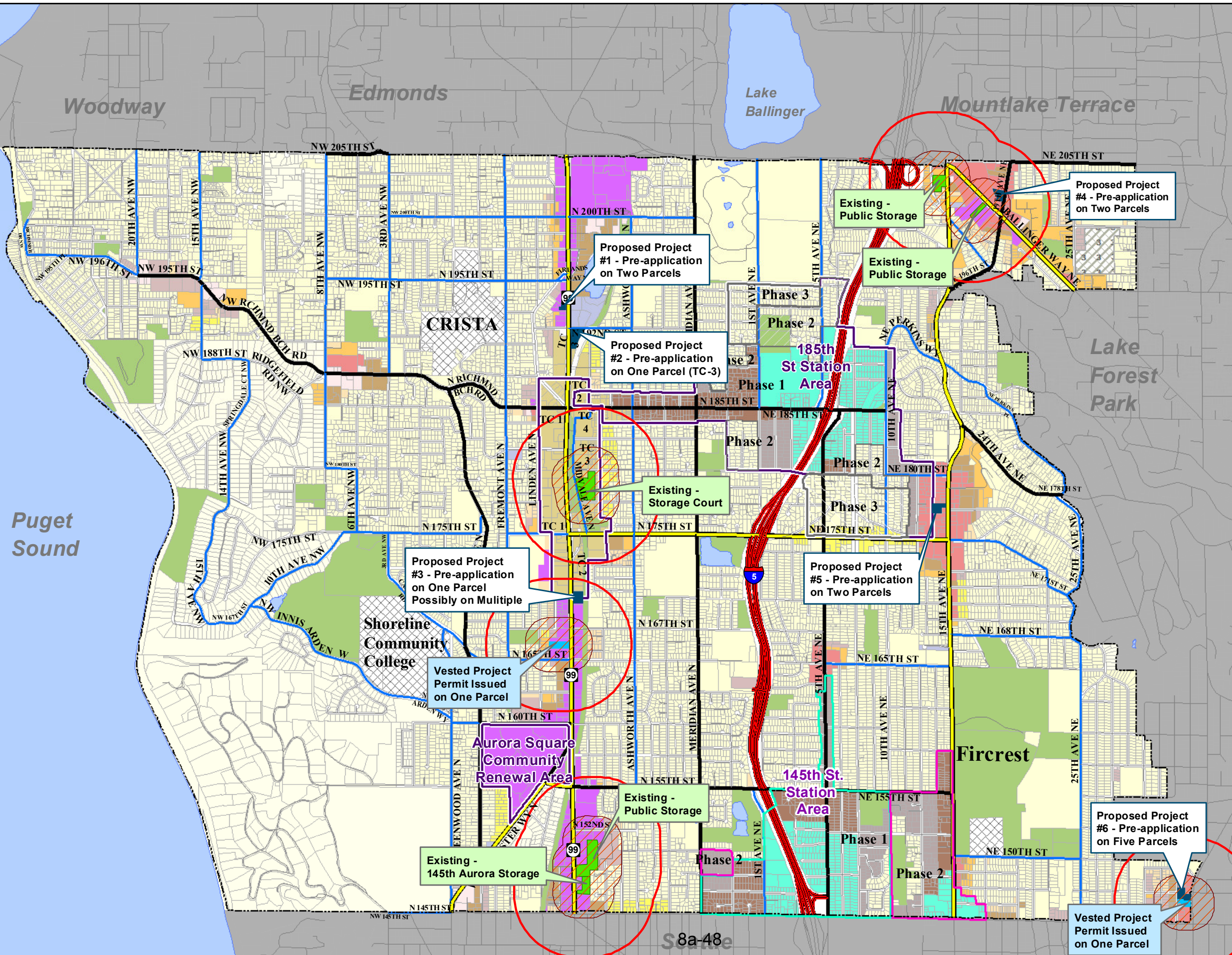
0 450 900 1,800 2,700 3,600 Feet

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



Date: 9/29/2016

Document Name: MS Temp Moratorium SCH





**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussion of New Agreement with King County for Animal Control Services		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>PRESENTED BY:</b>	Alex Herzog, Management Analyst		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

The City's current interlocal agreement (Attachment D) with King County for animal services was extended in 2015 (Attachment C) to provide coverage from 2016 through 2017. For discussion tonight is the proposed successor agreement. The initial term will provide animal control services from 2018 through 2022.

Currently, Regional Animal Services of King County (RASKC) provides animal services for unincorporated King County and 25 contract cities. The service and cost allocation model is based on the current levels of services provided, and population of each contract city. If a city were to leave or join the pool of contract cities, the service and cost allocation for remaining cities could potentially change, impacting Shoreline's net cost. During negotiations of the proposed agreement, representatives from the City of Kirkland have indicated that it may leave the pool of cities while representatives from the City of Burien have indicated that it may join the pool.

If the City executes the successor agreement with RASKC, the City's agreement with the Progressive Animal Welfare Society (PAWS) for animal shelter services would not be affected. However, the City may also desire to extend the PAWS agreement to align the terms of the two agreements for simultaneous coverage through 2022.

If the City chooses not to extend the agreement with King County, alternative services must be explored and procured in preparation for the current agreement's expiration on December 31, 2017. Provision of animal services by City staff was discussed by Council in 2012; Council chose to contract with King County.

**RESOURCE/FINANCIAL IMPACT:**

Total costs are allocated among all contract cities based 20% on their relative population and 80% on the usage for each of the three primary services (Field, Shelter, and Licensing). Since Shoreline contracts with PAWS for shelter services, only the population component (20%) is paid to RASKC. The proposed successor agreement cost allocation model would change how usage is determined for cost allocation purposes.



Under the successor agreement, usage is based on the most recent three-year average of calls, intakes and licenses, adjusted annually for each service year. This is different than the current agreement where usage is based on a single ("base") year, then used effectively for the base year and the following two years, before it is readjusted. Pet Licensing revenue is estimated based on the most recent prior year, or the previous 12 months prior to the estimate, whichever is most favorable. Population is based on the most current population estimates as determined by the Washington State Office of Financial Management.

The estimated costs for the upcoming years are as follows:

	<b>2016 (est.)</b>	<b>2017 (est.)</b>	<b>2018 (est.)</b>	<b>2018 (est.)*</b>
Allocated Cost	(\$157,533)	(\$163,393)	\$(169,660)	\$(199,881)
Pet Licensing Revenue	\$137,770	\$142,533	\$142,533	\$142,533
<b>Net Final Cost</b>	<b>(\$19,763)</b>	<b>(\$20,860)</b>	<b>\$(27,127)</b>	<b>\$(57,348)</b>

\*This estimate assumes Kirkland will not participate in the RASKC program beginning in 2018.

Costs and revenues for 2018 are preliminary estimates. Variation in the final net costs are subject to change as the cost allocation model for the successor agreement has not been finalized.

### **RECOMMENDATION**

Staff recommends the City submit a non-binding letter of intent (Attachment A) to execute the successor agreement. Submitting this letter does not commit the City to the extension, and only indicates interest in the extension. King County has asked that all contract cities submit a letter of interest for extending the current agreement by December 31, 2016.

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



## **BACKGROUND**

King County has provided regional animal services to Shoreline for a number of years. In June 2010, the County created a new partnership with 26 cities within the County called Regional Animal Services of King County (RASKC). In 2012, 25 cities, including Shoreline, contracted with the County for animal services for a three year term, covering 2013 through 2015 (Attachment D). This agreement was extended to cover 2016 and 2017 (Attachment C).

Cities that currently contract for animal services (by Service District) (See Attachment E for map of participating districts in the County):

<b>District 200: North/Northeast</b>	<b>District 220: East</b>	<b>District 500: South</b>
Carnation	Beaux Arts	Black Diamond
Duvall	Bellevue	Covington
Kenmore	Clyde Hill	Enumclaw
Kirkland	Issaquah	Kent
Lake Forrest Park	Mercer Island	Maple Valley
Redmond	Newcastle	SeaTac
Sammamish	North Bend	Tukwila
Shoreline	Snoqualmie	
Woodinville	Yarrow Point	

The following cities provide their own animal services to their residents: Algona, Auburn, Bothell, Burien, Des Moines, Federal Way, Hunts Point, Medina, Milton, Normandy Park, Pacific, Renton, Seattle, and Skykomish.

The City of Burien may join the pool of cities that contract with the County for animal services. And, recently, the City of Renton was unsuccessful in negotiating a new agreement with the Seattle Humane Society and is exploring contracting with the County for shelter services.

The RASKC program and services are supported directly by program revenues (pet licensing fees and other fees/fines), as well as General Funds from King County and many of the contracting cities.

In 2015, RASKC-generated revenues supported 55% of program expenses, with pet licensing accounting for 46% and fees/fines/donations accounting for other 9%. The remaining 45% of operating expenses are supported by contributions from the County's General Fund and payments from contract cities. By comparison, in 2013, RASKC-generated revenues supported 49% of program expenses, with pet licensing accounting for 44% and fees/fines accounting for 5%. The remaining 51% of operating expenses was supported by contributions from the County's General Fund and payments from contract cities.

The RASKC pet licensure rate of approximately 23% is on the high end of animal services programs in the county, but is insufficient to fund the entire program. To raise



licensing (including renewal) revenues, RASKC uses mailings, both direct and saturation, creates and implements jurisdictional marketing campaigns, partnering with over 450 pet licensing sales and/or information providers, uses door to door canvassing, and has a presence at dozens of events around the County annually.

### **Services Provided**

The animal services program consists of animal control ("field" services), shelter care and pet licensing services. King County provided the following services to Shoreline for years 2013 through 2015, 2015 being the last full year of service data:

	<b>Number of Calls (Priority 1-5)</b>	<b>Sum of Shelter Intakes</b>	<b>Sum of Pet License Count</b>
2013	311	0	5,063
2014	316	0	4,936
2015	271	0	5,175

King County also provides ancillary support services, such as animal cruelty investigations, adjudication of civil infractions, responding to public disclosure requests, media inquiries, etc.

### **Animal Control Services (Field Services)**

Animal control services include responding to calls with information provided over the phone or with a response from an animal control officer (ACO). ACOs provide service in the field every day of the week from 7:30am-6:30pm. After hours, emergency service is provided in response to 911 calls and police assists. The Call Center operates Monday through Friday, from 8:30am-4:30pm. When the Call Center is closed, a recorded message directs callers to 911 in case of emergency or asks the caller to call back during regular business hours or leave a message for response the next business day.

Calls are categorized based on severity. Priority 1 calls are those where there is an immediate threat to life, health, safety of humans. Priority 1 calls have a response goal of one hour. Alternatively, Priority 6 calls are non-emergencies, such as nuisance reports and follow-up inspections. Priority 6 calls have a response goal of two to three days. Shoreline's calls over the last three full years are below:

Row Labels	Priority					Sum of Total Calls (P1-5)
	Priority "1" Calls	Priority "2" Calls	Priority "3" Calls	Priority "4" Calls	Priority 5 Calls	
Shoreline	22	113	152	301	310	898
2013	7	37	52	102	113	311
2014	10	41	52	102	111	316
2015	5	35	48	97	86	271

### **Licensing Services**

RASKC provides the following licensing services:

- License sales available in person at County and City facilities, on-line and at partner businesses



- Email and postcard reminder notices sent for upcoming license expirations and late notices, with telephone reminders to many households
- Tags mailed for new and replacement licenses
- Maintaining database of pets, owner addresses, and violations
- Marketing, education and outreach to maintain and increase license sales
- Participation at local community events throughout the year promoting responsible pet ownership and pet licensing

### **Shelter Services**

Though PAWS is the City's primary animal shelter provider, the current agreement with King County for animal services includes provisions for shelter services under certain circumstances. King County may provide animal shelter services in emergency circumstances and when the PAWS Lynnwood shelter is not available. King County also provides shelter services for animals other than dogs and cats, whereas PAWS provides shelter services only for dogs and cats. Included in shelter services provided by King County are necropsy services when an animal death is being investigated.

### **Previous Council Discussions and Actions**

On November 17, 2014, Council provided direction to bring back the RASKC Interlocal Agreement Extension for approval. The staff report for this Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/Agendas/Agendas2014/111714.htm>.

On February 23, 2015, Council unanimously approved the extension to the Interlocal Agreement with King County for Animal Control Services, covering 2016 and 2017. Materials for the February 23, 2015 Council meeting can be found here:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport022315-7c.pdf>.

## **DISCUSSION**

Negotiating the proposed successor agreement is a complex and lengthy undertaking. Given the interdependent nature of the contracting model, the contracting parties agreed to certain prescribed contracting milestones, so all parties would: a) know the costs of services to their jurisdiction; and b) should parties not agree, provide sufficient time for alternative service provision arrangement to be secured.

The pool of cities negotiating the successor agreement have agreed to the following contracting milestones:

By June 1, 2016	County provided RASKC briefing materials; background, program and contracting information to the cities
By September 1, 2016	Draft Agreement in Principle completed
By December 31, 2016	Cities confirm Non-Binding Mutual Interest based on Agreement in Principle – See response form in



	Attachment G
By December 31, 2016	County provides draft contract – based on Agreement in Principle
January 2017	Cities and County meet; finalize cost allocation and contract changes based on cities providing non-binding intent to contract
By March 1, 2017	Cities provide notice to County of final intent to contract
By June 1, 2017	City Councils approve contract

Over the last nine months, King County and the cities have been negotiating a successor agreement and have reached an Agreement in Principle (AIP) (Attachment B). The key terms of the AIP are:

- Services: King County will provide the same services provided today.
- Term: First term of five years, covering 2018-2022, with two five-year extensions for a total possible agreement life of 15 years.
- Limited Re-Opener upon Notice of Termination: If a party opts out of an extension, and the cost impact estimate to the remaining parties does not exceed 10%, the agreement is extended subject to reaching agreement on revised terms on costs and service levels.
- Cost Model: The cost model continues to be based on a shared cost model, with costs allocated based 80% on use and 20% on population; usage will be based on a three-year rolling average.
- Payment: The City currently makes payments twice a year for animal services, in July and December, based on estimated costs and revenue from licenses sold to City residents. Each year the County reconciles actual costs and revenue received from license sales, and the City pays the difference if license revenue was insufficient to cover City costs. Pursuant to the Agreement in Principle, the City would make one payment a year, in August, instead of two payments, and reconciliation of actual costs and revenue would still occur.
- Latecomers: Cities who want to join the RASKC program after the agreement is executed will be allowed, so long as this does not cause an increase in any city's costs payable to the County or a decrease in services.
- City of Kirkland: The City of Kirkland has indicated they may depart the program; therefore two cost models have been developed, one that includes Kirkland and one that does not.

Extending the agreement with King County would not affect the City's agreement with PAWS for animal shelter services. However, if the extension with King County is executed, the City may desire to extend the PAWS agreement as well to align the terms for simultaneous coverage over 2016 and 2017.



### **Licensing Support Services**

King County offers licensing support services whereby the County, at the City's direction, deploys methods aimed at increasing license sales which would further offset the City's total net costs. This customized marketing support, may include direct mail programs, door to door canvassing, utility mailer inserts, having a RASKC presence at community events, etc. Generally, RASKC has been able to recover \$1.50 for every dollar spent on licensing support services. In 2009, RASKC staff conducted door-to-door canvassing in Shoreline:

<b>Salary Expense</b>	<b>Gross Revenue</b>	<b>Net Revenue</b>	<b>Homes Visited</b>
\$13,065	\$22,198	+\$9133	8,545

Staff is working with RASKC staff to develop a support services plan for 2017 and beyond.

### **Alternatives**

If the Council chooses not to extend the agreement with King County, alternative services must be explored and procured in preparation for the current agreement's expiration on December 31, 2017. If this occurs, staff would come back to Council in the near term to begin discussing alternative service models and obtain direction.

For reference, on March 19, 2012, Council discussed the City providing its own animal control field services as opposed to the City contracting for this service. The 2012 analysis included several assumptions and findings:

- Animal control services [would] become a program within the City's Community Services Division (CSD). The CSD Manager [would] be the director of the animal care and control authority, as outlined in Shoreline Municipal Code Title 6: Animal Control. Day to day supervision of the program [would] be provided by the Customer Response Team Supervisor.
- Staff's recommendation [was] to staff the animal control service with 1.5 full-time equivalent Animal Control Officers, with service coverage scheduled at 56 hours a week (7 days a week at 8 hours per day)
- Some overhead costs, would not have direct budgetary impact though there would be opportunity costs for staff and resources. For example, the CRT Supervisor would be managing the City's animal control service and less of his time could be spent on proactive code enforcement.
- The estimated 2013 total direct cost for in-house animal services provision was estimated at \$294,811. However, revenue from pet licensing of \$145,689 was expected offset total direct costs. Therefore, total net costs, including overhead costs such as licensing, shelter and field program administration, was estimated at \$149,122.

The staff report and supporting materials of the March 19, 2012 Council discussion, including an operating plan and cost model, are on the City's website, here:



<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/Council/Staffreports/2012/Staffreport031912-8b.pdf>. After a follow-up discussion on April 9, 2012, Council directed staff to bring back the three year RASKC interlocal agreement for authorization. On June 25, 2012, Council voted 6-1 to adopt the Interlocal Agreement with King County for Regional Animal Services for 2013-2015.

### **RESOURCE/FINANCIAL IMPACT**

Total costs are allocated among all contract cities based 20% on their relative population and 80% on the usage for each of the three primary services (Field, Shelter, and Licensing). Since Shoreline contracts with PAWS for shelter services, only the population component (20%) is paid to RASKC. The proposed successor agreement cost allocation model would change how usage is determined for cost allocation purposes.

Under the successor agreement, usage is based on the most recent three-year average of calls, intakes and licenses, adjusted annually for each service year. This is different than the current agreement where usage is based on a single ("base") year, then used effectively for the base year and the following two years, before it is readjusted. Pet Licensing revenue is estimated based on the most recent prior year, or the previous 12 months prior to the estimate, whichever is most favorable. Population is based on the most current population estimates as determined by the Washington State Office of Financial Management.

The estimated costs for the upcoming years are as follows:

	<b>2016 (est.)</b>	<b>2017 (est.)</b>	<b>2018 (est.)</b>	<b>2018 (est.)*</b>
Allocated Cost	(\$157,533)	(\$163,393)	\$(169,660)	\$(199,881)
Pet Licensing Revenue	\$137,770	\$142,533	\$142,533	\$142,533
<b>Net Final Cost</b>	<b>(\$19,763)</b>	<b>(\$20,860)</b>	<b>\$(27,127)</b>	<b>\$(57,348)</b>

\*This estimate assumes Kirkland will not participate in the RASKC program beginning in 2018.

Costs and revenues for 2018 are preliminary estimates. Variation in the final net costs are subject to change as the cost allocation model for the successor agreement has not been finalized.

### **RECOMMENDATION**

Staff recommends the City submit a non-binding letter of intent (Attachment A) to execute the successor agreement. Submitting this letter does not commit the City to the extension, and only indicates interest in the extension. King County has asked that all contract cities submit a letter of interest for extending the current agreement by December 31, 2016.

### **ATTACHMENTS**



- Attachment A: Non-Binding Letter of Intent to Execute Successor Interlocal Agreement with King County for Animal Services.
- Attachment B: Successor Interlocal Agreement in Principle with King County for Animal Services
- Attachment C: Extension to RASKC Interlocal Agreement for Animal Services (Covering January 1, 2016 through December 31, 2017)
- Attachment D: RASKC Interlocal Agreement for Animal Services (Covering January 1, 2013 through December 31, 2015)
- Attachment E: Current RASKC Jurisdiction Map



Records and Licensing Services  
Department of Executive Services

**Regional Animal Services of King County (RASKC)**  
Joint City-County Collaboration Committee  
2018-2022 Inter-local Agreement

The County has been in discussion with cities for several months now on terms for a new successor animal services agreement. The City-County workgroup has reached a consensus regional recommendation on a proposed 5 year agreement, which would run from January 2018 through the end of 2022. The terms of this proposal are presented in the Agreement in Principle documents provided to cities on September 1, 2016.

Under the cost allocation model, each jurisdiction's costs will depend upon the specific set of cities participating. For this reason, we are requesting an initial non-binding statement of intent from each city as to whether you are preliminarily interested in signing up for the new animal services ILA, beginning January 1, 2018, under the terms proposed in the attached Agreement in Principle. To accomplish this, **we are asking for an email from you by close of business December 30, 2016 indicating which option below best represents your city's position at this time**—again, this is **non-binding**.

Our next step is to prepare final draft contract language and cost estimates (to be circulated in January, 2017). The more accurate information we can get from you now, the more accurate that next set of cost estimates will be.

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Please confirm your response by completing the information below – No later than December 31, 2016.

E-mail response is fine; e-mail to:

**Norm Alberg;** [norm.alberg@kingcounty.gov](mailto:norm.alberg@kingcounty.gov)

**Diane Carlson;** [Diane.carlson@kingcounty.gov](mailto:Diane.carlson@kingcounty.gov)

City of  **Initial Non-Binding Statement of Intent with Respect to entering into an Interlocal Agreement with King County Regional Animal Services, beginning January 1, 2018, based on the Agreement in Principle dated September 1, 2016. (Please indicate your City's non-binding intent by selecting one of the two choices below and deleting/striking out the option not selected):**

☐ Please continue to include my City in the cost allocation model for purposes of developing final draft contract language and cost estimates.

**Or**

☐ It is extremely unlikely that my City will participate in the new Interlocal agreement. Please remove my City from the cost allocation model for purposes of developing final draft contract language and cost estimates.

Name/Title:  Date:

**Additional questions/comments/suggestions:**

If you have any questions, please email or call either of us.

**Norm Alberg:** (206-263-2913) [norm.alberg@kingcounty.gov](mailto:norm.alberg@kingcounty.gov)

**Diane Carlson:** (206 263-9631) [Diane.carlson@kingcounty.gov](mailto:Diane.carlson@kingcounty.gov)



**Records and Licensing Services**  
 Department of Executive Services

**Regional Animal Services of King County (RASKC)**  
**Joint City-County Collaboration Committee**  
**2018-2022 Inter-local Agreement**  
**Agreement in Principle (AIP)**

The Joint City-County Collaboration Committee has reached consensus on an Agreement in Principle for a five-year Inter-local Agreement (2018-2022), for King County to provide Animal Services to city partners. This Inter-local Agreement will be a successor agreement to the current two year extension (2016-2017) of a three –year contract which began 2013, and was effective through 2015.

**Key Elements and Changes:**

- ☐ Services and Districts to remain the same
- ☐ Cost allocation methodology to remain the same (80% based on service usage, 20% based on jurisdiction population; Note: usage is to be based on a 3 year rolling average)
- ☐ 5 year term (effective January 1, 2018 – through December 31, 2022)
- ☐ Additional five year automatic extension; Opt out of automatic extension by providing notice by June 30, 2021
- ☐ Limited Re-Opener upon Notice of Termination, if any city or cities opts out of the second term, and the resulting cost impact to any remaining party is not estimated to exceed 10%, the Agreement shall automatically extend for a second five year term, to December 31, 2027 subject to agreement adjusting the ILA as necessary based on parties departing the system.
- ☐ Latecomers, allowed prior to the termination or expiration of Agreement, but only if the additional party will not cause an increase any City's net costs payable to the County or decrease in services provided under this Agreement.
- ☐ Retain shelter credits (reallocate based on 3-year average of intakes - No Licensing support credits)
- ☐ Jurisdiction revenue in excess of jurisdictions costs –used to reduce regional model support expenses (County General Fund expenses that are not charged to model)

Note: Kirkland has indicated a potential for departing the regional model – so we have provided two cost estimates – one with Kirkland remaining in the model and one with Kirkland departing the regional system. The “Kirkland Not Included” model simply excludes Kirkland, and except for adjusting down a few variable costs, keeps most of the other assumptions the same. King County will continue to work with city partners to mitigate cost impacts of Kirkland potentially departing the system, and exploring options/choices to mitigate the impacts within the model. Our next scheduled negotiations meeting is September 21, 2016.

**Process/Timeline:**

By June 1, 2016	County provided RASKC briefing materials; background, program and contracting information to the cities
By September 1, 2016	Draft Agreement in Principle completed
By December 31, 2016	Cities confirm Non-Binding Mutual Interest based on Agreement in Principle – See response form in Attachment G
By December 31, 2016	County provides draft contract – based on Agreement in Principle
January 2017	Cities and County meet; finalize cost allocation and contract changes based on cities providing non-binding intent to contract
By March 1, 2017	Cities provide notice to County of final intent to contract
By June 1, 2017	City Councils approve contract

- ☐ Attachment A: Summary of key provisions & changes from current ILA
- ☐ Attachment B: District map and city list
- ☐ Attachment C: Draft 2018 Estimated Payment Calculation (2 versions; 25 cities, 3 districts (reflects status quo) and a version with 24 cities (Kirkland not included in regional model))
- ☐ Attachment D: Benefits of Regional System
- ☐ Attachment E: Draft RASKC PowerPoint – Briefing
- ☐ Attachment F: Appendix – draft of AIP Contract sections – Tracked Changes version
- ☐ Attachment G: Appendix – draft of AIP Contract sections – Accepted Changes version



- ☐ Attachment H: Non-binding Mutual Interest response form



**AGREEMENT TO EXTEND  
ANIMAL SERVICES INTERLOCAL AGREEMENT  
THROUGH DECEMBER 31, 2017**

This AGREEMENT is made and entered into by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the undersigned Cities ("Contracting Cities").

WHEREAS, the County and each Contracting City entered into an Interlocal Agreement regarding the provision of animal control, sheltering and licensing services for the period of 2013 through 2015 ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement took effect on July 1, 2012 and remains in effect through December 31, 2015, unless otherwise extended through December 31, 2017; and

WHEREAS, the Interlocal Agreement provides for a two-year extension of Term in Subparagraph 4.b.; and

WHEREAS, Subparagraph 4.b, section i, states either Party may propose amendments to the Agreement as a condition of an extension; and

WHEREAS, Subparagraph 4.b, section ii, states that nothing in this Agreement shall be construed to compel either Party to agree to an extension or amendment of the Agreement, either on the same or different terms; and

WHEREAS, Subparagraph 4.b, section iii, states that the County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement; and

WHEREAS, the County and Contracting Cities ("the Parties") wish to extend the Interlocal Agreement through December 31, 2017, as contemplated within Section 4 of the Interlocal Agreement;

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in the Interlocal Agreement, as extended, the Parties agree as follows:

1. The Interlocal Agreement shall remain in effect through December 31, 2017 under the same terms and conditions and may not be terminated for convenience.
2. In order to maintain the same terms and conditions, dates within Interlocal Agreement shall reflect the extended 2016 and 2017 period, as set forth in Attachment A.
3. The County may sign an agreement with additional cities for provision of animal services prior to the expiration of the extended Interlocal Agreement, but only if the additional city agreement will not increase the Contracting Cities' (Attachment B) costs payable to the County under the Interlocal Agreement.



4. The Parties agree that, in light of their decision to now extend the Interlocal Agreement for an additional two year term as provided herein, procedures set forth in Section 4 of the Interlocal Agreement for meeting to discuss the prospect of an extension, for proposing amendments to the Interlocal Agreement during the extended term and for providing notice of intent to extend the Interlocal Agreement are superfluous. The Parties accordingly waive their rights to such procedures.
5. This Agreement to extend the Interlocal Agreement may be executed in counterparts by each Contracting City and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective this \_\_\_\_ day of \_\_\_\_\_, 2015.

King County

Approved as to Form:

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Shoreline

Approved as to Form:

\_\_\_\_\_  
Debbie Tarry  
City Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ATTACHMENT A

## RASKC ILA Extension Dates

Section 1(d)	Definition of "Agreement" means this Animal Services Interlocal Agreement for <del>2013-2015</del> <u>2016 and 2017....</u>
Section 4(e)	Limited Reopener and Termination: " If a countywide, voter approved property tax levy for funding some or all of the Animal Services program is proposed that would impose new tax obligations before January 1, <del>2016</del> <u>2018...</u> "
Section 7(c)	ii – " The City may request licensing revenue support from the County in <del>2014 and 2015</del> <u>2016 and 2017...</u> " - "...provision of licensing revenue support in <del>2014 and 2015-2016</del> <u>and 2017...</u> "
Exhibit A, Part II Shelter Services	"During <del>2013-2015</del> <u>2016 and 2017</u> "
Exhibit C, Part 2	
- Bullet #2	"(fixed at 2013 level, payable annually through <del>2015-2017</del> )" "(also fixed at a 2013 level, payable annually through <del>2015</del> <u>2017</u> )"
- Bullet #3	"In <del>2014 and 2015</del> <u>2016 and 2017...</u> "  ".. Licensing Revenue Support Cities with a licensing Revenue Target over \$20,000/year will be assured such services in <del>2013-2015-2016 and 2017</del> "
- Bullet #4	"...of total New Regional Revenues, in <del>2014 and 2015-2016</del> <u>and 2017...</u> "
- Bullet #5	"In Service Years <del>2014 and 2015-2016</del> <u>and 2017...</u> "
Exhibit C4 – Transition Funding Credit, Shelter Credit, Estimated new Regional Revenue	
A. Transition Funding Credit	"..these cities will receive credit at the level calculated for 2013 in the 2010 Agreement for Service Years <del>2013, 2014 and 2015-2016</del> <u>and 2017, ...</u> "
B. Shelter Credit	"A total of \$750,000 will be applied as a credit in each of the Service Years <del>2013-2015-2016</del> <u>and 2017...</u> "
	Table 3 title "Annual Shelter Credit Allocation – <del>2013-2015-2016</del> <u>and 2017</u> "
Exhibit C5 Licensing Revenue Support (E)	"In <del>2014 and 2015-2016</del> <u>and 2017...</u> " and "...Exhibit F with respect to all 3 service years ( <u>2016 and 2017</u> )"
Exhibit C5 Licensing Revenue Support, Table 2	"For Service Year <del>2015-2016</del> <u>and 2017....</u> "
Exhibit C-7	"...Licensing Revenue Support in Service Years <del>2014 or 2015-2016</del> <u>or 2017...</u> "



**ATTACHMENT B****King County – Regional Animal Services – Contracting Cities**

Beaux Arts	Maple Valley
Bellevue	Mercer Island
Black Diamond	Newcastle
Carnation	North Bend
Clyde Hill	Redmond
Covington	Sammamish
Duvall	SeaTac
Enumclaw	Shoreline
Issaquah	Snoqualmie
Kenmore	Tukwila
Kent	Woodinville
Kirkland	Yarrow Point
Lake Forest Park	



**Animal Services Interlocal Agreement for 2013 Through 2015**

This AGREEMENT is made and entered into effective as of this 1<sup>st</sup> day of July, 2012, by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the City of Shoreline, a Washington municipal corporation (the "City").

WHEREAS, the provision of animal control, sheltering and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, providing such services on a regional basis allows for enhanced coordination and tracking of regional public and animal health issues, consistency of regulatory approach across jurisdictional boundaries, economies of scale, and ease of access for the public; and

WHEREAS, the Contracting Cities are partners in making regional animal services work effectively, and are customers of the Animal Services Program provided by the County; and

WHEREAS, in light of the joint interest among the Contracting Parties in continuing to develop a sustainable program for regional animal services, including achievement of sustainable funding resources, the County intends to include cities in the process of identifying and recommending actions to generate additional revenues through the Joint City-County Committee, and further intends to convene a group of elected officials with a representative from each Contracting City to discuss and make recommendations on any potential countywide revenue initiative for animal services requiring voter approval, the implementation of which would be intended to coincide with the end of the term of this Agreement; and

WHEREAS, by executing this Agreement, the City is not implicitly agreeing to or supportive of any potential voter approved levy initiative in support of animal services; and

WHEREAS, the City and the County are parties to an Animal Services Interlocal Agreement dated July 1, 2010, which will terminate on December 31, 2012 (the "2010 Agreement"); and

WHEREAS, the City and County have negotiated a successor agreement to the 2010 Agreement in order to extend delivery of Animal Services to the City for an additional three years beginning January 1, 2013; and



WHEREAS, certain notification and other commitments under this successor Agreement arise before January 2013, but the delivery of Animal Services under this Agreement will not commence until January 1, 2013; and

WHEREAS, nothing in this Agreement is intended to alter the provision of service or manner and timing of compensation and reconciliation specified in the 2010 Agreement for services provided in 2012; and

WHEREAS, the City pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34) , is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is authorized by the Interlocal Cooperation Act, Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is willing to render such services on the terms and conditions hereinafter set forth; and

WHEREAS, the County is offering a similar form of Animal Services Interlocal Agreement to cities in King County listed in Exhibit C-1 to this Agreement, and has received a non-binding statement of intent to sign such agreement from those cities;

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
  - a. **"Agreement"** means this Animal Services Interlocal Agreement for 2013 Through 2015 between the Parties including any and all Exhibits hereto, unless the context clearly indicates an intention to reference all such Agreements by and between the County and other Contracting Cities.
  - b. **"Animal Services"** means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**. Collectively, "Animal Services" are sometimes referred to herein as the **"Program."**
  - c. **"Enhanced Control Services"** are additional Control Services that the City may purchase under certain terms and conditions as described in **Exhibit E** (the "Enhance Control Services Contract").
  - d. **"Contracting Cities"** means all cities that are parties to an Agreement.
  - e. **"Parties"** means the City and the County.
  - f. **"Contracting Parties"** means all Contracting Cities and the County.
  - g. **"Estimated Payment"** means the amount the City is estimated to owe to the County for the provision of Animal Services over a six month period per the



formulas set forth in Exhibit C. The Estimated Payment calculation may result in a credit to the City payable by the County.

- h. **"Pre-Commitment Estimated 2013 Payment"** means the preliminary estimate of the amount that will be owed by (or payable to) each Contracting Party for payment June 15, 2013 and December 15, 2013 as shown on Exhibit C-1.
- i. **"Preliminary Estimated 2013 Payment"** means the amount estimated by the County on or before August 1, 2012 per Section 5, to be owed by each Contracting Party on June 15, 2013 and December 15, 2013 based on the number of Contracting Cities with respect to which the Agreement goes into effect per Section 15. This estimate will also provide the basis for determining whether the Agreement meets the "2013 Payment Test" in Section 15.
- j. The **"Final Estimated 2013 Payment"** means the amount owed by each Contracting Party on June 15, 2013 and December 15, 2013, notice of which shall be given to the City by the County no later than December 15, 2012.
- k. **"Control District"** means one of the three geographic areas delineated in Exhibit B for the provision of Animal Control Services.
- l. **"Reconciliation Adjustment Amount"** means the amount payable each August 15 by either the City or County as determined per the reconciliation process described in Exhibit D. **"Reconciliation"** is the process by which the Reconciliation Adjustment Amount is determined.
- m. **"Service Year"** means the calendar year in which Animal Services are or were provided.
- n. **"2010 Agreement"** means the Animal Services Agreement between the Parties effective July 1, 2010, and terminating at midnight on December 31, 2012.
- o. **"New Regional Revenue"** means revenue received by the County specifically for support of Animal Services generated from regional marketing campaigns (excluding local licensing canvassing efforts by Contracting Cities or per Section 7), and new foundation, grant, donation and entrepreneurial activities, except where revenues from these sources are designated for specific purposes within the Animal Services program; *provided that* New Regional Revenue does not include Licensing Revenue, Non-Licensing Revenue or Designated Donations, as defined in Exhibit C. The manner of estimating and allocating New Regional Revenue is prescribed in Exhibit C-4 and Exhibit D.
- p. **"Latecomer City"** means a city receiving animal services under an agreement with the County executed after July 1, 2012, per the conditions of Section 4.a.



2. **Services Provided.** Beginning January 1, 2013, the County will provide the City with Animal Services described in **Exhibit A**. The County will perform these services consistent with governing City ordinances adopted in accordance with Section 3. In providing such Animal Services consistent with **Exhibit A**, the County will engage in good faith with the Joint City-County Committee to develop potential adjustments to field protocols; provided that, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and the manner of handling and responding to calls for Animal Service. Except as set forth in Section 9 (Indemnification and Hold Harmless), services to be provided by the County pursuant to this Agreement do not include services of legal counsel, which shall be provided by the City at its own expense.

- a. **Enhanced Control Services.** The City may request Enhanced Control Services by completing and submitting **Exhibit E** to the County. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**, including but not limited to a determination by the County that it has the capacity to provide such services.

3. **City Obligations.**

- a. **Animal Regulatory Codes Adopted.** To the extent it has not already done so, the City shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, impound/ redemption and sheltering provisions that are substantially the same as those of Title 11 King County Code as now in effect or hereafter amended (hereinafter "the City Ordinance"). The City shall advise the County of any City animal care and control standards that differ from those of the County.
- b. **Authorization to Act on Behalf of City.** Beginning January 1, 2013, the City authorizes the County to act on its behalf in undertaking the following:
  - i. Determining eligibility for and issuing licenses under the terms of the City Ordinance, subject to the conditions set forth in such laws.
  - ii. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.
  - iii. Conducting administrative appeals of those County licensing determinations made and enforcement actions taken on behalf of the City. Such appeals shall be considered by the King County Board of Appeals unless either the City or the County determines that the particular matter should be heard by the City.
  - iv. Nothing in this Agreement is intended to divest the City of authority to independently undertake such enforcement actions as it deems appropriate to respond to violations of any City ordinances.



- c. Cooperation and Licensing Support. The City will assist the County in its efforts to inform City residents regarding animal codes and regulations and licensing requirements and will promote the licensing of pets by City residents through various means as the City shall reasonably determine, including but not limited to offering the sale of pet licenses at City Hall, mailing information to residents (using existing City communication mechanisms such as bill inserts or community newsletters) and posting a weblink to the County's animal licensing program on the City's official website. The City will provide to the County accurate and timely records regarding all pet license sales processed by the City. All proceeds of such sales shall be remitted to the County by the City on a quarterly basis (no later than each March 31, June 30, September 30, and December 31).
4. **Term.** Except as otherwise specified in Section 15, this Agreement will take effect as of July 1, 2012 and, unless extended pursuant to Subparagraph 4.b below, shall remain in effect through December 31, 2015. The Agreement may not be terminated for convenience.
- a. Latecomers. The County may sign an agreement with additional cities for provision of animal services prior to the termination or expiration of this Agreement, but only if the later agreement will not cause an increase in the City's costs payable to the County under this Agreement. Cities that are party to such agreements are referred to herein as "Latecomer Cities."
  - b. Extension of Term. The Parties may agree to extend the Agreement for an additional two-year term, ending on December 31, 2017. For purposes of determining whether the Agreement shall be extended, the County will invite all Contracting Cities to meet in September 2014, to discuss both: (1) a possible extension of the Agreement under the same terms and conditions; and (2) a possible extension with amended terms.
    - i. Either Party may propose amendments to the Agreement as a condition of an extension.
    - ii. Nothing in this Agreement shall be construed to compel either Party to agree to an extension or amendment of the Agreement, either on the same or different terms.
    - iii. The County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement.
  - c. Notice of Intent to Not Extend. No later than March 1, 2015, the Parties shall provide written notice to one another of whether they wish to extend this Agreement on the same or amended terms. The County will include a written reminder of this March 1 deadline when providing the City notice of



its 2015 Estimated Payments (notice due December 15, 2014 per Section 5). By April 5, 2015, the County will provide all Contracting Cities with a list of all Contracting Parties submitting such notices indicating which Parties do not seek an extension, which Parties request an extension under the same terms, and which Parties request an extension under amended terms.

- d. Timeline for Extension. If the Contracting Parties wish to extend their respective Agreements (whether under the same or amended terms) through December 31, 2017, they shall do so in writing no later than July 1, 2015. Absent such an agreed extension, the Agreement shall terminate on December 31, 2015.
- e. Limited Reopener and Termination. If a countwide, voter approved property tax levy for funding some or all of the Animal Services program is proposed that would impose new tax obligations before January 1, 2016, this Agreement shall be re-opened for the limited purposes of negotiating potential changes to the cost and revenue allocation formulas herein. Such changes may be made in order to reasonably ensure that the Contracting Cities are receiving equitable benefits from the proposed new levy revenues. Re-opener negotiations shall be initiated by the County no later than 60 days before the date of formal transmittal of such proposal to the County Council for its consideration. Notwithstanding anything in this Agreement to the contrary, if the re-opener negotiations have failed to result in mutually agreed upon changes to the cost and revenue allocation formulas (as reflected in either an executed amendment to this Agreement or a memorandum of understanding signed between the chief executive officers of the Parties) within 10 days of the date that the election results confirming approval of such proposal are certified, either Party may terminate this Agreement by providing notice to the other Party no sooner than the date the election results are certified and no later than 15 days following the end of such 10-day period. Any termination notice so issued will become effective 180 days following the date of the successful election, or the date on which the levy is first imposed, whichever is sooner.
- f. The 2010 Agreement remains in effect through December 31, 2012. Nothing in this Agreement shall limit or amend the obligation of the County to provide Animal Services under the 2010 Agreement as provided therein and nothing in this Agreement shall amend the obligations therein with respect to the calculation, timing, and reconciliation of payment of such services.

- 5. **Compensation.** The County will develop an Estimated Payment calculation for each Service Year using the formulas described in **Exhibit C**, and shall transmit the payment information to the City according to the schedule described below. The



County will also calculate and inform the City as to the Reconciliation Adjustment Amount on or before June 30 of each year, as described in Section 6 below and Exhibit D, in order to reconcile the Estimated Payments made by the City in the prior Service Year. The City (or County, if applicable) will pay the Estimated Payment, and any applicable Reconciliation Adjustment Amounts as follows (a list of all payment-related notices and dates is included at Exhibit C-7):

- a. Service Year 2013: The County will provide the City with a calculation of the Preliminary Estimated Payment amounts for Service Year 2013 on or before August 1, 2012, which shall be derived from the Pre-Commitment Estimated 2013 Payment Amount set forth on Exhibit C-1, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year 2011 data in Exhibit C-2. The County will provide the City with the Final Estimated Payment calculation for Service Year 2013 by December 15, 2012. The City will pay the County the Preliminary Estimated Payment Amounts for Service Year 2013 on or before June 15, 2013 and December 15, 2013. If the calculation of the Preliminary Estimated Payment shows the City is entitled to receive a payment from the County, the County will pay the City such amount on or before June 15, 2013 and December 15, 2013. The Reconciliation Adjustment Amount for Service Year 2013 shall be paid on or before August 15, 2014, as described in Section 6.
- b. Service Years after 2013.
  - i. Initial Estimate by September 1. To assist the City with its budgeting process, the County will provide the City with a non-binding, preliminary indication of the Estimated Payments for the upcoming Service Year on or before each September 1.
  - ii. Estimated Payment Determined by December 15. The Estimated Payment amounts for the upcoming Service Year will be determined by the County following adoption of the County's budget and applying the formulas in Exhibit C. The County will by December 15 provide written notice to all Contracting Parties of the schedule of Estimated Payments for the upcoming Service Year.
  - iii. Estimated Payments Due Each June 15 and December 15. The City will pay the County the Estimated Payment Amount on or before each June 15 and December 15. If the calculation of the Estimated Payment shows the City is entitled to receive a payment from the County, the County will pay the City such amount on or before each June 15 and December 15.
  - iv. The Reconciliation Adjustment Amount for the prior Service Year shall be paid on or before August 15 of the following calendar year, as described in Section 6.



- v. If a Party fails to pay an Estimated Payment or Reconciliation Adjustment Amount within 15 days of the date owed, the Party owed shall notify the owing Party that they have ten (10) days to cure non-payment. If the Party fails to cure its nonpayment within this time period following notice, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, if the nonpaying Party is the City, the County at its sole discretion may withhold provision of Animal Services to the City until all outstanding amounts are paid. If the nonpaying Party is the County, the City may withhold future Estimated Payments until all outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.
    - vi. Unless the Parties otherwise direct, payments shall be submitted to the addresses noted at Section 14.g.
  - c. Payment Obligation Survives Expiration or Termination of Agreement. The obligation of the City (or as applicable, the County), to pay an Estimated Payment Amount or Reconciliation Adjustment Amount for a Service Year included in the term of this Agreement shall survive the Expiration or Termination of this Agreement. For example, if this Agreement terminates on December 31, 2015, the Final Estimated 2015 Payment is nevertheless due on or before December 15, 2015, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2016.
  - d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.
6. **Reconciliation of Estimated Payments and Actual Costs and Revenues.** In order that the Contracting Parties share costs of the regional Animal Services Program based on their actual, rather than estimated, licensing revenues, there will be an annual reconciliation. Specifically, on or before June 30 of each year, the County will reconcile amounts owed under this Agreement for the prior Service Year by comparing each Contracting Party's Estimated Payments to the amount derived by recalculating the formulas in **Exhibit C** using actual revenue data for such Service Period as detailed in **Exhibit D**. There will also be an adjustment if necessary to account for annexations of areas with a population of 2,500 or more and for changes in relative population shares of Contracting Parties' attributable to Latecomer Cities. The County will provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount will be paid on or before August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c.



**7. Regional Revenue Generation and Licensing Revenue Support**

- a. The Parties intend that the provision of Animal Services becomes significantly more financially sustainable over the initial three year term of this Agreement through the development of New Regional Revenue and the generation of additional Licensing Revenue. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Committee before proceeding with efforts to implement proposals to generate New Regional Revenue.
- b. The Parties do not intend for the provision of Animal Services or receipt of such Services under this Agreement to be a profit-making enterprise. Where a Contracting Party receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service and Enhanced Control Service, if applicable), they will be reinvested in the Program to reduce the costs of other Contracting Parties and to improve service delivery: the cost allocation formulas of this Agreement are intended to achieve this outcome.
- c. Licensing Revenue Support.
  - i. In 2013, the County will provide licensing revenue support to the nine Contracting Cities identified on Exhibit C-5 (the "Licensing Revenue Support Cities").
  - ii. The City may request licensing revenue support from the County in 2014 and 2015 by executing Attachment A to Exhibit F. The terms and conditions under which such licensing revenue support will be provided are further described at Exhibit C-5 and Exhibit F. Except as otherwise provided in Exhibit C-5 with respect to Licensing Revenue Support Cities with a Licensing Revenue Target of over \$20,000 (per Table 1 of Exhibit C-5), provision of licensing revenue support in 2014 and 2015 is *subject to* the County determining it has capacity to provide such services, with priority allocation of any available services going first to Licensing Revenue Support Cities on a first-come, first-served basis and thereafter being allocated to other Contracting Cities requesting service on a first-come, first-served basis. Provision of licensing revenue support is further subject to the Parties executing a Licensing Support Contract (Exhibit F).
  - iii. In addition to other terms described in Exhibit F, receipt of licensing revenue support is subject to the recipient City providing in-kind services, including but not limited to: assisting in communication with City residents; publicizing any canvassing efforts the Parties have agreed should be implemented; assisting in the recruitment of canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.



8. **Mutual Covenants/Independent Contractor.** The Parties understand and agree that the County is acting hereunder as an independent contractor with the intended following results:

- a. Control of County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
- b. All County persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
- c. The County contact person for the City staff regarding all issues arising under this Agreement, including but not limited to citizen complaints, service requests and general information on animal control services is the Manager of Regional Animal Services.

9. **Indemnification and Hold Harmless.**

- a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and



employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part as a result of the application of City ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the City to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**10. Dispute Resolution.** Whenever any dispute arises between the Parties or between the Contracting Parties under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chief Executive Officer (or his/her designee) of each party involved in the dispute and the Manager of the Regional Animal Services Program. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith by the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.

**11. Joint City-County Committee and Collaborative Initiatives.** A committee composed of 3 county representatives (appointed by the County) and one



representative from each Contracting City that chooses to appoint a representative shall meet upon reasonable request of a Contracting City or the County, but in no event shall the Committee meet less than twice each year. Committee members may not be elected officials. The Committee shall review service issues and make recommendations regarding efficiencies and improvements to services, and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives identified below. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both county and city members of the Joint City-County Committee. Recommendations of the Joint City-County Committee are non-binding. The collaborative initiatives to be explored shall include, but are not necessarily limited to:

- a. Proposals to update animal services codes, including fees and penalties, as a means to increase revenues and incentives for residents to license, retain, and care for pets.
- b. Exploring the practicability of engaging a private for-profit licensing system operator.
- c. Pursuing linkages between County and private non-profit shelter and rescue operations to maximize opportunities for pet adoption, reduction in homeless pet population, and other efficiencies.
- d. Promoting licensing through joint marketing activities of Contracting Cities and the County, including recommending where the County's marketing efforts will be deployed each year.
- e. Exploring options for continuous service improvement, including increasing service delivery efficiencies across the board.
- f. Studying options for repair and/or replacement of the Kent Shelter.
- g. Reviewing the results of the County's calculation of the Reconciliation Adjustment Amounts.
- h. Reviewing preliminary proposed budgets for Animal Services.
- i. Providing input into the formatting, content and details of periodic Program reports as per Section 12 of this Agreement.
- j. Reviewing and providing input on proposed Animal Services operational initiatives.
- k. Providing input on Animal Control Services response protocols with the goal of supporting the most appropriate use of scarce Control Services resources.
- l. Establishing and maintaining a marketing subcommittee with members from within the Joint City-County committee membership and additional staff as may be agreed.
- m. Collaborating on response and service improvements, including communication with 911 call centers.



- n. Developing alternative dispute mechanisms that may be deployed to assist the public in resolving low-level issues such as barking dog complaints.
  - o. Working with Contracting Cities to plan disaster response for animal sheltering and care.
  - p. Ensuring there is at least one meeting each year within each Control District between the County animal control officer representatives and Contracting Cities' law enforcement representatives.
  - q. Identifying, discussing and where appropriate recommending actions to implement ideas to generate additional revenue to support operation and maintenance of the Animal Services Program, including but not limited to providing input and advice in shaping the terms of any proposed Countywide voted levy to provide funding support for the Animal Services Program.
12. **Reporting.** The County will provide the City with an electronic report not less than monthly summarizing call response and Program usage data for each of the Contracting Cities and the County and the Animal Services Program. The formatting, content and details of the report will be developed in consultation with the Joint City-County Committee.
13. **Amendments.** Any amendments to this Agreement must be in writing. This Agreement shall be deemed to incorporate amendments to Agreements between the Contracting Parties that are approved by the County and at least two thirds (66%) of the legislative bodies of all other Contracting Parties (in both number and in the percentage of the prior total Estimated Payments owing from such Contracting Parties in the then current Service Year), evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* this provision shall not apply to any amendment to this Agreement affecting the Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section.
14. **General Provisions.**
- a. Other Facilities. The County reserves the right to contract with other shelter service providers for housing animals received from within the City or from City residents, whose levels of service meet or exceed those at the County shelter for purposes of addressing shelter overcrowding or developing other means to enhance the effectiveness, efficiency or capacity of animal care and sheltering within King County.



- b. Survivability. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 9 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.
- c. Waiver and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- d. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from governmental agencies or private benefactors for reduction of costs of operating and maintaining the Animal Services Program and the care and treatment of animals in the Program.
- e. Force Majeure. In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to war, civil unrest, and any natural event outside of the Party's reasonable control, including fire, storm, flood, earthquake or other act of nature, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- f. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- g. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be delivered by E-mail (deemed delivered upon E-mail confirmation of receipt by the intended recipient), certified U.S. mail, return receipt requested or by personal service to the following person (or to any other person that the Party designates in writing to receive notice under this Agreement):

For the City:

Julie Underwood  
City of Shoreline  
17500 Midvale Avenue N  
Shoreline, WA 98133

For the County:

Caroline Whalen, Director  
King County Dept. of Executive Services  
401 Fifth Avenue, Suite 135  
Seattle WA. 98104



- h. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
  - i. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
  - j. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection and review by the County or City for such period as is required by state law (Records Retention Act, Ch. 40.14 RCW) but in any event for not less than 1 year following the expiration or termination of this Agreement.
  - k. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
  - l. Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.
- 15. Terms to Implement Agreement.** Because it is unknown how many parties will ultimately approve the Agreement, and participation of each Contracting Party impacts the costs of all other Contracting Parties, the Agreement will go into effect as of July 1, 2012, only if certain "Minimum Contracting Requirements" are met or waived as described in this section. These Minimum Contracting Requirements will not be finally determined until August 15, 2012. If it is determined on or about August 15 that Minimum Contracting Requirements are not met and not waived, then the Agreement will be deemed to have never gone into effect, regardless of the July 1, 2012 stated effective date. If the Minimum Contracting Requirements are met or waived, the Agreement shall be deemed effective as of July 1, 2012. The Minimum Contracting Requirements are:
- a. **For both the City and the County:**
    - 1. **2013 Payment Test:** The Preliminary Estimated 2013 Payment, calculated on or before August 1, 2012, to include the County and all cities that have executed the Agreement on or prior to July 1, 2012, does not exceed the Pre-Commitment Estimated 2013 Payment as set forth in Exhibit C-1 by more than five percent (5%) or \$3,500, whichever is greater. If the 2013 Payment Test is not met, either Party may waive this condition and allow the Agreement to go into effect, provided that such waiver must be exercised by giving notice to the other Party (which notice shall meet the requirements of Section 14.g) no later than August 15, 2012.



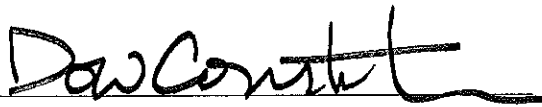
- b. **For the County: The Minimum Contiguity of Service Condition** must be met, such that the County is only obligated to enter into the Agreement if the County will be providing Animal Services in areas contiguous to the City, whether by reason of having an Agreement with another City or due to the fact that the City is contiguous to unincorporated areas (excluding unincorporated islands within the City limits). The Minimum Contiguity of Service Condition may be waived by the County in its sole discretion. The County shall provide the City notice meeting the requirements of Section 14.g no later than July 21, 2012 if the Minimum Contiguity of Service Condition has not been met.
- c. On or before August 21, 2012, the County shall send all Contracting Cities an informational email notice confirming the final list of all Contracting Cities with Agreements that have gone into effect.

16. **Administration.** This Agreement shall be administered by the County Administrative Officer or his/her designee, and by the City Manager, or his/her designee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of July 1, 2012.

King County

City of Shoreline



Dow Constantine

King County Executive

July 30, 2012

Date

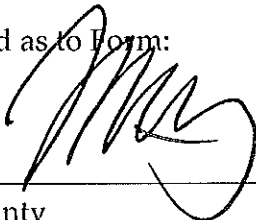


City Manager/Mayor

6/26/12

Date

Approved as to Form:



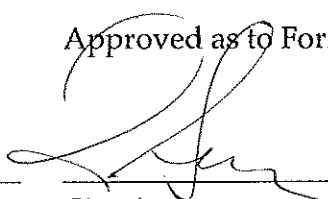
King County

Deputy Prosecuting Attorney

7.24.12

Date

Approved as to Form:



City Attorney

6/26/12

Date



**List of Exhibits**

**Exhibit A: Animal Services Description**

**Exhibit B: Control Service District Map Description**

**Exhibit B-1: Map of Control Service District**

**Exhibit C: Calculation of Estimated Payments**

**Exhibit C-1: Pre-Commitment Estimated 2013 Payment** *(showing participation only by jurisdictions that have expressed interest in contracting for an additional 3 year term)*

**Exhibit C-2: Estimated Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions, Used to Derive the Pre-Commitment Estimated 2013 Payment**

**Exhibit C-3: Calculation of Budgeted Total Allocable Animal Services Costs, Budgeted Total Non-Licensing Revenue and Budget Net Allocable Animal Services Costs for 2013**

**Exhibit C-4: Calculation and Allocation of Transition Credit, Shelter Credit, and Estimated New Regional Revenue**

**Exhibit C-5: Licensing Revenue Support**

**Exhibit C-6: Summary of Calculation Periods for Use and Population Components**

**Exhibit C-7: Payment and Calculation Schedule**

**Exhibit D: Reconciliation**

**Exhibit E: Enhanced Control Services Contract (Optional)**

**Exhibit F: Licensing Support Contract (Optional)**



**Exhibit A**  
**Animal Service Description**

**Part I: Control Services**

Control Services include the operation of a public call center, the dispatch of animal control officers in response to calls, and the handling of calls in the field by animal control officers, including the collection and delivery of animals to the Kent Shelter (or such other shelters as the County may utilize in accordance with this Agreement).

**1. Call Center**

- a. The County will operate an animal control call center five days every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County will negotiate with applicable unions with the purpose of obtaining a commitment for the five day call center operation to include at least one weekend day. The County may adjust the days of the week the call center operates to match the final choice of Control District service days.
- b. The animal control call center will provide callers with guidance, education, options and alternative resources as possible/appropriate.
- c. When the call center is not in operation, callers will hear a recorded message referring them to 911 in case of emergency, or if the event is not an emergency, to either leave a message or call back during regular business hours.

**2. Animal Control Officers**

- a. The County will divide the area receiving Control Services into three Control Districts as shown on **Exhibit B**. Subject to the limitations provided in this Section 2, Control Districts 200 and 220 will be staffed with one Animal Control Officer during Regular ACO Service Hours and District 500 will be staffed with two Animal Control Officers (ACOs) during Regular ACO Service Hours. Regular ACO Service Hours is defined to include not less than 40 hours per week. The County will negotiate with applicable unions with the intention of obtaining a commitment for Regular ACO Service Hours to include service on at least one weekend day. Regular ACO Service Hours may change from time to time.
  - i. Except as the County may in its sole discretion determine is necessary to protect officer safety, ACOs shall be available for responding to calls within their assigned Control District and will not be generally available to respond to calls in other Control Districts. **Exhibit B-1** shows the map of Control Districts.



- ii. Countywide, the County will have a total of not less than 6 ACOs (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff all Control Districts notwithstanding vacation, sick-leave, and other absences, and to respond to high workload areas on a day-to-day basis. While the Parties recognize that the County may at times not be able to staff all Control Districts as proposed given unscheduled sick leave or vacancies, the County will make its best efforts to establish regular hourly schedules and vacations for ACOs in order to minimize any such gaps in coverage. In the event of extended absences among the 6 ACOs, the County will re-allocate remaining ACOs as practicable in order to balance the hours of service available in each Control District. In the event of ACO absences (for any causes and whether or not such absences are extended as a result of vacancies or other issues), the first priority in allocating ACOs shall be to ensure there is an ACO assigned in each Control District during Regular ACO Service Hours.
- b. Control District boundaries have been designed to balance work load, correspond to jurisdictional boundaries and facilitate expedient transportation access across each district. The County will arrange a location for an Animal Control vehicle to be stationed overnight in Control Districts ("host sites") in order to facilitate service and travel time improvements or efficiencies.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an ACO during Regular ACO Service Hours on the day such call is received. The County shall retain full discretion as to the order in which High Priority calls are responded. High Priority Calls include those calls that pose an emergent danger to the community, including:
  - 1. Emergent animal bite,
  - 2. Emergent vicious dog,
  - 3. Emergent injured animal,
  - 4. Police assist calls—(police officer on scene requesting assistance from an ACO),
  - 5. Emergent loose livestock or other loose or deceased animal that poses a potential danger to the community, and
  - 6. Emergent animal cruelty.
- d. Lower priority calls include all calls that are not High Priority Calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching of an ACO as necessary or available, all as determined necessary and appropriate in the sole discretion of the



County. Particularly in the busier seasons of the year (spring through fall), lower priority calls may only receive a telephone response from the Call Center. Lower Priority calls are non-emergent requests for service, including but not limited to:

1. Non-emergent high priority events,
  2. Patrol request – (ACO requested to patrol a specific area due to possible code violations),
  3. Trespass,
  4. Stray Dog/Cat/other animal confined,
  5. Barking Dog,
  6. Leash Law Violation,
  7. Deceased Animal,
  8. Trap Request,
  9. Female animal in season, and
  10. Owner's Dog/Cat/other animal confined.
- e. The Joint-City County Committee is tasked with reviewing response protocols and recommending potential changes to further the goal of supporting the most appropriate use of scarce Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of this Exhibit A, *except that* upon the recommendation of the Joint City-County Committee, the County may agree to modify response with respect to calls involving animals other than horses, livestock, dogs and cats.
- f. In addition to the ACOs serving specific districts, the following Control Service resources will be available on a shared basis for all Parties and shall be dispatched as deemed necessary and appropriate by the County.
1. An animal control sergeant will provide oversight of and back-up for ACOs five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
  2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
  3. Not less than 1 ACO will be on call every day at times that are not Regular ACO Service Hours (including the days per week that are not included within Regular ACO Service Hours), to respond to High Priority Calls posing an extreme life and safety danger, as determined by the County.
- g. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.



- h. Contracting Cities may contract with King County for "Enhanced Control Services" through separate agreement (as set forth in Exhibit E); *provided that* a City may not purchase Enhanced Control Services under Option 1 as described in Exhibit E if such City is receiving a Transition Funding Credit, Shelter Credit, or licensing revenue support the cost of which is not reimbursed to the County.

## **Part II: Shelter Services**

Shelter services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services shall be provided 7-days per week, 365 days per year at the County's animal shelter in Kent (the "Shelter") or other shelter locations utilized by the County, including related services described in this section. The County's Eastside Pet Adoption Center in the Crossroads area of Bellevue will be closed to the public.

During 2013-2015, major maintenance of the Shelter will continue to be included in the Program costs allocated under this Agreement (as part of the central County overhead charges allocated to the Program), but no major renovation, upgrades or replacements of the Shelter established as a capital project within the County Budget are anticipated nor will any such capital project costs be allocated to the Contracting Cities in Service Years 2013-2015.

### **1. Shelter Services**

- a. Services provided to animals will include enrichment, exercise, care and feeding, and reasonable medical attention.
- b. The Public Service Counter at the Shelter will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and County designated furlough days, for purposes of pet redemption, adoption, license sales services and (as may be offered from time to time) pet surrenders. The Public Service Counter at the shelter may be open for additional hours if practicable within available resources.
- c. The County will maintain a volunteer/foster care function at the Shelter to encourage use of volunteers working at the shelter and use of foster families to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
- d. The County will maintain an animal placement function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
- e. Veterinary services will be provided and will include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited



emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the County determines necessary.

- f. The County will take steps through its operating policies, codes, public fee structures and partnerships to reduce the number of animals and their length of stay in the Shelter, and may at times limit owner-surrenders and field pick-ups, adjust fees and incentivize community-based solutions.
2. **Other Shelter services**
  - a. Dangerous animals will be confined as appropriate/necessary.
  - b. Disaster/emergency preparedness for animals will be coordinated regionally through efforts of King County staff.
3. **Shelter for Contracting Cities contracting with PAWS (Potentially including Woodinville, Shoreline, Lake Forest Park, Kenmore ("Northern Cities"))**. For so long as a Northern City has a contract in effect for sheltering dogs and cats with the Progressive Animal Welfare Society in Lynnwood (PAWS), the County will not shelter dogs and cats picked up within the boundaries of such City(s), except in emergent circumstances and when the PAWS Lynnwood shelter is not available. Dogs and cats picked up by the County within such City(s) will be transferred by the County to the PAWS shelter in Lynnwood for shelter care, which will be provided and funded solely through separate contracts between each Northern City and PAWS, and the County will refer residents of that City to PAWS for sheltering services. The County will provide shelter services for animals other than dogs and cats that are picked up within the boundaries of Northern Cities contracting with PAWS on the same terms and conditions that such shelter services are provided to other Contracting Parties. Except as provided in this Section, the County is under no obligation to drop animals picked up in any Contracting City at any shelter other than the County shelter in Kent.
4. **County Contract with PAWS**. Nothing in this Agreement is intended to preclude the County from contracting with PAWS in Lynnwood to care for animals taken in by County ACOs.
5. **Service to Persons who are not Residents of Contracting Cities**. The County will not provide routine shelter services for animals brought in by persons who are not residents of Contracting Cities, but may provide emergency medical care to such animals, and may seek to recover the cost of such services from the pet owner and/or the City in which the resident lives.

### **Part III: Licensing Services**

Licensing services include the operation and maintenance of a unified system to license pets in Contracting Cities.



1. The public will be able to purchase pet licenses in person at the County Licensing Division public service counter in downtown Seattle (500 4<sup>th</sup> Avenue), King County Community Service Centers and the Kent Animal Shelter during regular business hours. The County will maintain on its website the capacity for residents to purchase pet licenses on-line.
2. The County may seek to engage and maintain a variety of private sector partners (e.g. veterinary clinics, pet stores, grocery stores, city halls, apartment complexes) as hosts for locations where licenses can be sold or promoted in addition to County facilities.
3. The County will furnish licenses and application forms and other materials to the City for its use in selling licenses to the public at City facilities and at public events.
4. The County will publicize reminders and information about pet licensing from time to time through inserts in County mailings to residents and on the County's public television channel.
5. The County will annually mail or E-mail at least one renewal form, reminder and late notice (as applicable) to the last known addresses of all City residents who purchased a pet license from the County within the previous year (using a rolling 12-month calendar).
6. The County may make telephone reminder calls in an effort to encourage pet license renewals.
7. The County shall mail pet license tags or renewal notices as appropriate to individuals who purchase new or renew their pet licenses.
8. The County will maintain a database of pets owned, owners, addresses and violations.
9. The County will provide limited sales and marketing support in an effort to maintain the existing licensing base and increase future license sales. The County reserves the right to determine the level of sales and marketing support provided from year to year in consultation with the Joint City-County Committee. The County will work with any City in which door-to-door canvassing takes place to reach agreement with the City as to the hours and locations of such canvassing.
10. The County will provide current pet license data files (database extractions) to a Contracting City promptly upon request. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the County's database on pets licensed within the City's limits. A City's database extraction will be provided in electronic format agreed to by both parties in a timely fashion and in a standard data release format that is easily usable by the City.



## Exhibit B: Control Service District Map

The attached map (Exhibit B-1) shows the boundaries of the 3 Control Service Districts as established at the commencement of this Amended and Restated Agreement.

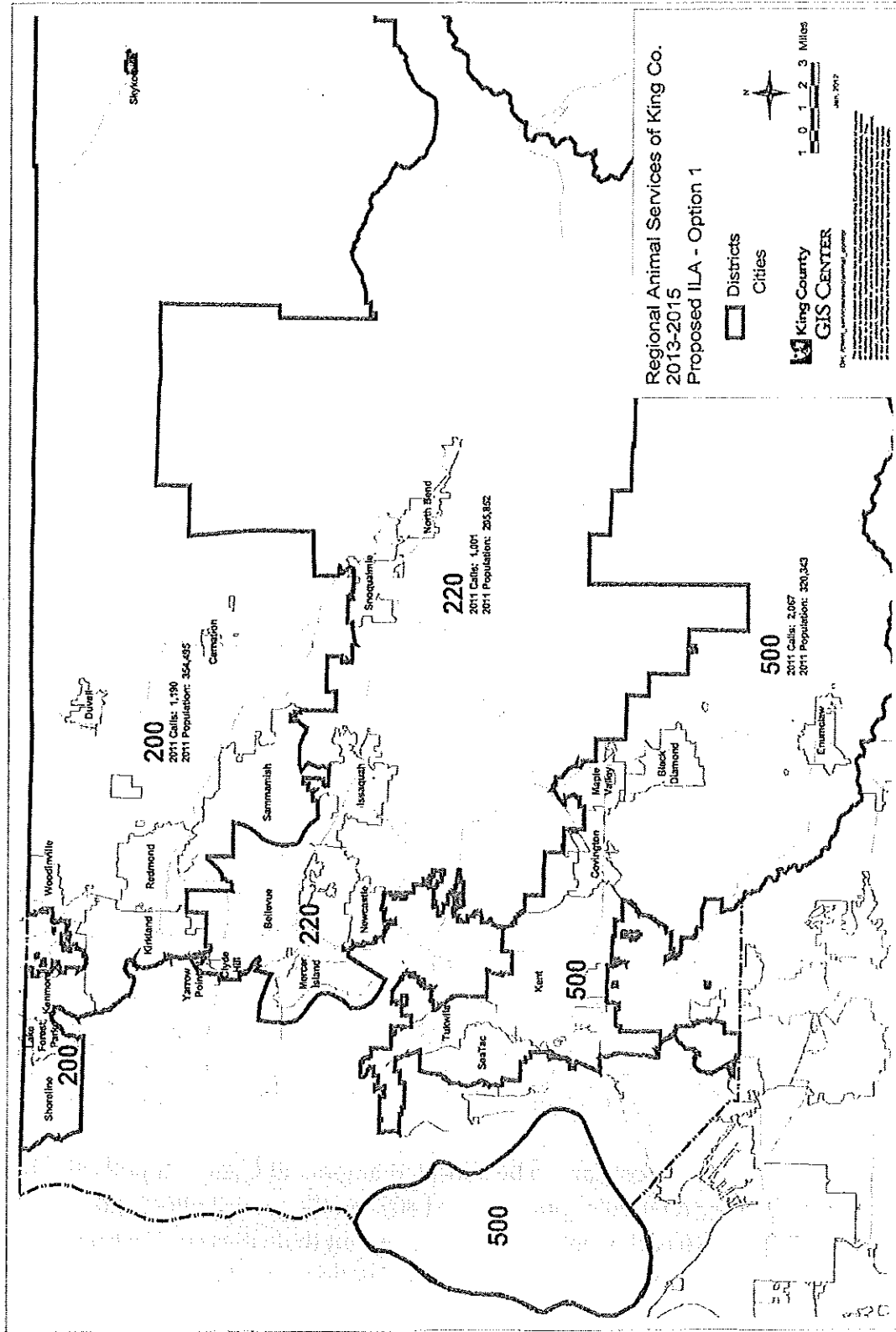
The cities and towns included in each Control District are as follows:

<u>District 200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Woodinville Kirkland Redmond Sammamish Duvall Carnation	<u>District 220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District 500 (Southern District)</u> Tukwila SeaTac Kent Covington Maple Valley Black Diamond Enumclaw	

The Districts shall each include portions of unincorporated King County as illustrated on Exhibit B-1.



Exhibit B-1  
Control District Map





## **Exhibit C**

### **Calculation of Estimated Payments**

The Estimated Payment is the amount, before reconciliation, owed by the City to the County (or owed by the County to the City if the amount calculated is less than \$0) for the provision of six months of Animal Services, based on the formulas below.

**In summary and subject to the more detailed descriptions below**, an initial cost allocation is made for Service Year 2013 based on the cost factors described in **Part 1** below; costs are offset by various revenues as described in **Part 2**. An annual reconciliation is completed as described in **Part 3**. In Service Years 2014 and 2015, the Contracting Parties' allocable costs are adjusted based on: (1) the actual change in total allocable costs over the previous Service Year (subject to an inflator cap), (2) changes in revenues, and (3) to account for annexations (in or out of the Program service area) of areas with a population of 2,500 or more, and for changes in relative population share of all Contracting Parties due to any Latecomer Cities. If the Agreement is extended past 2015, the cost allocation in 2016 will be recalculated in the same manner as for Service Year 2013 and adjusted in 2017 per the process used for Service Years 2014 and 2015.

Based on the calculation process described in **Parts 1 and 2**, an "Estimated Payment" amount owed by each City for each Service Year is determined. Each Estimated Payment covers six months of service. Payment for service is made by each City every June 15 and December 15.

#### **Part 1: Service Year 2013 Cost Allocation Process**

- Control Services costs are to be shared among the 3 geographic Control Districts; one quarter of such costs are allocated to Control District 200, one quarter to Control District 220, and one half are allocated to Control District 500. Each Contracting Party located within a Control District is to be allocated a share of Control District costs based 80% on the Party's relative share of total Calls for Service within the Control District and 20% on its relative share of total population within the Control District.
- Shelter Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the total shelter intake of animals attributable to each Contracting Party, except that cities contracting for shelter services with PAWS will pay only a population-based charge.



- Licensing Services costs are to be allocated among all Contracting Parties, based 20% on their relative population and 80% on the number of licenses issued to residents of each Contracting Party.

**Part 2: Revenue and Other Adjustments to the 2013 Cost Allocation.**

In 2013 and each Service Year thereafter, the costs allocable to each Contracting Party are reduced by various revenues and credits:

- Licensing revenue will be attributed to each Contracting Party based on the residency of the individual purchasing the license (see **Part 3** for reconciliation of Licensing Revenues). As Licensing Revenue and Non-Licensing Revenues change from year to year, the most recent historical actual data for these amounts will be incorporated to offset costs (See **Exhibit C-6** for calculation periods).
- Two credits are applicable to various Contracting Cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (fixed at 2013 level, payable annually through 2015) for cities with high per-capita costs and a Shelter Credit (for Contracting Cities with the highest per capita intakes (usage)) (also fixed at a 2013 level, payable annually through 2015). Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual Reconciliation calculation).
- In addition to the Transition Funding and Shelter credits, in 2013 the County will provide Licensing Revenue Support to nine identified Contracting Cities (selected based on the general goal of keeping 2013 costs the same or below 2012 costs). In exchange for certain in-kind support, these "Licensing Revenue Support Cities" are assured in 2013 of receiving an identified amount of additional licensing revenue or credit equivalent (the "Licensing Revenue Target"). In 2014 and 2015, all Contracting Cities may request licensing revenue support by entering into a separate licensing support contract with the County (**Exhibit F**): this support is subject to availability of County staff, with priority going to the nine Licensing Revenue Support Cities, *provided that*, Licensing Revenue Support Cities with a Licensing Revenue Target over \$20,000/year will be assured such service in 2013-2015 by entering into a licensing support contract by September 1, 2012.
- As New Regional Revenues are received by the County to support the Animal Services Program, those Revenues shall be allocated as follows:



- Half of New Regional Revenues shall be applied to reduce allocable Control Services Costs, Shelter Services Costs, and Licensing Services Costs (in 2013, by 17%, 27% and 6%, respectively, of total New Regional Revenues; in 2014 and 2015 the 50% reduction is simply made against Total Allocable Costs).
- The remaining half of New Regional Revenues shall be applied in the following order of priority:
  - (a) to offset amounts expended by the County as Transition Funding Credits, Shelter Credits and unreimbursed licensing revenue support;
  - (b) to offset other County Animal Services Program costs that are not allocated in the cost model;
  - (c) to reduce on a *pro-rata* basis up to 100% of the costs allocated to each Contracting Party by the population factor of the cost allocation formulas (20%) with the intent of reducing or eliminating the population-based cost allocation; and
  - (d) if any funds remain thereafter, as an offset against each Contracting Party's final reconciled payment obligation. Items(c) and (d) above are unlikely to arise during the 3 year term of the Agreement and shall be calculated only at Reconciliation.
- In Service Years 2014 and 2015, allocable costs are adjusted for each Contracting Party based on the actual increase or decrease in allocable costs from year to year for the whole Program. Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflator Cap. The Annual Budget Inflator Cap is the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities).
- In all Service Years, costs are also adjusted for annexations (in or out of the Program service area) of areas with a population greater of 2,500 or more and the shift in relative population shares among all Contracting Parties as a result of any Latecomer Cities.

### **Part 3: Reconciliation**

- Estimated Payments are reconciled to reflect actual revenues as well as changes in population attributable to annexations of areas with a population of 2,500 or more (in or out of the Program) and the shifts in relative population among all Contracting Parties as a result of any Latecomer Cities. The Reconciliation occurs



by June 30 of the following calendar year. The Reconciliation calculation and payment process is described in Exhibit D.

- The receipt of Transition Funding Credits or Shelter Credits can never result in the amount of the Estimated Reconciliation Adjustment Payment falling below \$0.
- If a jurisdiction's licensing revenues exceed its net costs payable under this Agreement, then in the annual reconciliation process, the excess licensing revenue is reallocated *pro rata* amongst all Contracting Parties which will otherwise incur net costs; *provided that*, the determination of net costs shall be adjusted as follows: (1) for a Contracting City purchasing shelter services from PAWS, net costs includes consideration of the amounts paid by such City to PAWS; and (2) for a Contracting City purchasing Enhanced Control Services per Exhibit E, net costs includes consideration of the amounts paid for such services.

#### Part 4: Estimated Payment Calculation Formulas

##### For Service Year 2013:<sup>1</sup>

$$EP = [(EC + ES + EL) - (ER + T + V)] \div 2$$

##### For Service Years 2014 and 2015:

$$EP = [(B \times LF) - (ER + T + V)] \div 2$$

Where:

"EP" is the Estimated Payment. For Contracting Cities receiving a Transition Credit or Shelter Credit, the value of EP may not be less \$0.

"EC" or "Estimated Control Services Cost" is the City's estimated share of the Budgeted Net Allocable Control Services Cost for the Service Year. See formula below for deriving "EC."

"ES" or "Estimated Shelter Services Cost" is the City's estimated share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. See formula below for deriving "ES."

<sup>1</sup> This formula also applies to Service Year 2016 if the Agreement is extended. The EP formula for Years 2014 and 2015 would apply to Service Years after 2016.



"EL" or "Estimated Licensing Services Cost" is the City's estimated share of the Budgeted Net Allocable Licensing Services Cost for the Service Year. See formula below for deriving "EL."

"ER" is Estimated Licensing Revenue attributable to the City. For purposes of determining the Estimated Payment in Year 2013, ER is based on the number of each type of active license issued to City residents in years 2011 (the "Calculation Period"). Exhibit C-2 shows a preliminary estimate of 2011 Licensing Revenue; the numbers in this exhibit are subject to Reconciliation by June 30, 2012. For Licensing Revenue Support Cities identified in Exhibit C-5, or other Contracting Cities which have entered into a Licensing Support Contract per Exhibit F, ER is increased by adding the amount of revenue, if any, estimated to be derived as a result of licensing revenue support provided to the City (the "Licensing Revenue Target" or "RT"); this amount is also shown in the column captioned "Estimated Revenue from Proposed Licensing Support" on Exhibit C-1). License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), which generally represents a very small fraction of overall revenue, is allocated amongst the Parties based on their respective percentages of ER as compared to Total Licensing Revenue. Notwithstanding the foregoing, "ER" may be based on a *estimated* amount of licensing for the Service Year for the City if, in the reasonable judgment of the County, an estimated Licensing Revenue amount can be proposed that is likely to more closely approximate the actual Licensing Revenue for the Service Year than the data from the Calculation Period; *provided that* the use of any estimates shall be subject to the conditions of this paragraph. The County shall work with the Joint City-County Committee to develop estimated Licensing Revenue amounts for all Contracting Cities for the upcoming Service Year. If the Joint City County Committee develops a consensus proposal (agreement shall be based on the consensus of those Contracting Cities present at the Joint City/County meeting in which Licensing Revenue estimates are presented in preparation for the September 1 Preliminary Estimated Payment Calculation notification), it shall be used in developing the September 1 Preliminary Estimated Payment Calculation. If a consensus is *not* reached, the County shall apply the actual Licensing Revenue from the Calculation Period for the Service Year to determine the Preliminary Estimated Payment. For the Final Estimated Payment Calculation (due December 15), the County may revisit the previous estimate with the Joint City-County Committee and seek to develop a final consensus revenue estimate. If a consensus is not reached, the County shall apply the Actual Licensing Revenue from the applicable Calculation Period in the calculation of the Final Estimated Payment.

"T" is the **Transition Funding Credit**, if any, allocable to the City for each Service Year calculated per Exhibit C-4.



**"V"** is the **Shelter Credit**, if any, allocable to the City for each Service Year calculated per Exhibit C-4.

**"B"** is the **"Budgeted Total Net Allocable Costs"** estimated for the Service Year for the provision of Animal Services which are allocated among all the Contracting Parties for the purposes of determining the Estimated Payment. The Budgeted Total Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue** and *less* **50% of Estimated New Regional Revenues**. The Budgeted Total Allocable Costs *exclude* any amount expended by the County as Transition Funding Credits, or Shelter Credits (described in Exhibit C-4), or to provide Licensing Revenue Support (described in **Section 7** and Exhibit C-5). A preliminary calculation (by service area—Control, Shelter, Licensing) of Budgeted Total Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Pre-Commitment Estimated 2013 Payments is set forth in Exhibit C-3.

**"LF"** is the **"Program Load Factor"** attributable to the City. LF has two components, one fixed, and one subject to change each Service Year and at Reconciliation. The first, fixed component relates to the City's share of Budgeted Total Net Allocable Costs: it is the City's 2013 Service Year Total Animal Services Cost Allocation (See Column 6 of Exhibit C-1) *expressed as a percentage* of the Budgeted Total Net Allocable Costs for 2013. The pre-commitment estimate of LF appears in column 7 of Exhibit C-1. This component of LF (as determined based on the Final 2013 Estimated Payment) remains constant for Service Years 2014 and 2015. The second component of LF relates to annexations of areas with a population of 2,500 or more or to Latecomer Cities. This second component is calculated as described in the definition of **"Population,"** below.

**"Total Licensing Revenue"** means all revenue received by the County's Animal Services Program attributable to the sale of pet licenses excluding late fees. With respect to each Contracting Party, the amount of **"Licensing Revenue"** is the revenue generated by the sale of pet licenses to residents of the jurisdiction. (With respect to the County, the jurisdiction is the unincorporated area of King County.)

**"Total Non-Licensing Revenue"** means all revenue from fine, forfeitures, and all other fees and charges imposed by the County's Animal Services program in connection with the operation of the Program, *but excluding* **Total Licensing Revenue, Estimated New Regional Revenues and Designated Donations.**



**"Estimated New Regional Revenues"** ("ENR") are revenues projected to be received by the County specifically for support of Animal Services which result from regional marketing campaigns (thus excluding local licensing canvassing efforts pursuant to **Section 7**), and new foundation, grant, donation and entrepreneurial activities, except where revenues from these sources are designated for specific purposes within the Animal Services Program. Calculation and allocation of Estimated and Actual New Regional Revenues are further described in **Exhibit C-4**. For Service Year 2013, Estimated New Regional Revenues are assumed to be zero. If New Regional Revenues are received in 2013, they will be accounted for in the reconciliation of 2013 Payments. ENR excludes **Designated Donations, Total Non-Licensing Revenue and Total Licensing Revenue**.

**"Designated Donations"** mean donations from individuals or other third parties to the County made for the purpose of supporting specific operations, programs or facilities within the Animal Services Program.

**"Licensing Revenue Support"** means activities or funding to be undertaken in specific cities to enhance licensing revenues, per **Section 7, Exhibit C-5 and Exhibit F**.

**"Annual Budget Inflator Cap"** means the maximum amount by which the Budgeted Total Allocable Costs may be increased from one Service Year to the next Service Year, and year to year, which is calculated as the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities), as identified by comparing the two most recently published July OFM city and county population reports. The cost allocations to individual services (e.g. Control Services, Shelter Services or Licensing Services) or specific items within those services may be increased or decreased from year to year in so long as the Budgeted Total Annual Allocable Costs do not exceed the Annual Budget Inflator Cap.

**"Service Year"** is the calendar year in which Animal Services are/were provided.

**"Calculation Period"** is the time period from which data is used to calculate the Estimated Payment. The Calculation Period differs by formula component and Service Year. **Exhibit C-6** sets forth in table form the Calculation Periods for all formula factors for Service Years 2013, 2014 and 2015.

**"Population"** with respect to any Contracting Party for Service Year 2013 means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population used for purposes of allocating state shared revenues in the subsequent calendar year (typically published by OFM each July,



reflecting final population estimates as of April of the same calendar year). For each Service Year, the OFM reported population will be adjusted for annexations of 2,500 or more residents known to be occurring after April, 2012 and before the end of the Service Year. For example, when the final Estimated Payment calculation for 2013 is provided on December 15, 2012, the population numbers used will be from the OFM report issued in July 2012 and will be adjusted for all annexations of 2,500 or more residents that occurred (or are known to be occurring) between April 2012 and December 31, 2013. In any Service Year, if: (1) annexations of areas with a population of 2,500 or more people occurs to impact the population within the jurisdiction of a Contracting Party; or (2) a Latecomer City is brought under contract with the County, these changes shall be accounted for in the calculation of the Estimated Payment for such Service Year by adjusting the "Program Load Factor" (or "LF") for each Contracting Party. Such adjustment shall be made at the next occurring possibility (e.g., at calculation of the Preliminary Estimated Payment, Final Estimated Payment, or Reconciliation, whichever is soonest). The adjustment in LF will be made on a *pro rata* basis to reflect the portion of the year in which the population change was in effect.

- In the case of an annexation, the LF calculation will consider the time the annexed area was in the Contracting Party's jurisdiction and the portion of the year in which the area was not in such Party's jurisdiction, as well as the relative shift in population (if any) *attributable solely to the annexation* as between all Contracting Parties, by adding (or subtracting) to the LF for each Contracting Party an amount that is 20% (reflecting the general allocation of cost under the Agreement based on population) of the *change in population* for each Contracting Party (*expressed as a percentage* of the Contracting Party's population as compared to the total population for all Contracting Parties) derived by comparing the Final 2013 Estimated Payment population percentage (LF) to the population percentage after considering the annexation. The population of an annexed area will be as determined by the Boundary Review Board, in consultation with the annexing city. The population of the unincorporated area within any District will be determined by the County's demographer.
- In the case of a Latecomer City, the population shall be similarly adjusted among all Contracting Parties in the manner described above for annexations, by considering the change in population between all Contracting Parties *attributable solely to the* Latecomer City becoming a Contracting Party.

Exhibit C-1 shows the calculation of Pre-Commitment EP for Service Year 2013, assuming that the County and all Cities that have expressed interest in signing this Agreement as of May 16, 2012, do in fact approve and sign the Agreement and as a result the Minimum Contract Requirements with respect to all such Cities and the County are met per Section 15.



Component Calculation Formulas (used in Service Year 2013):

EC is calculated as follows:

$$EC = \{[(C \times .5) \times .8] \times CFS\} + \{[(C \times .5) \times .2] \times D\text{-Pop}\}$$

Where:

"C" is the **Budgeted Net Allocable Control Services Cost** for the Service Year, which equals the County's Budgeted Total Allocable Costs for Control Services in the Service Year, *less* the Budgeted Total Non-Licensing Revenue attributable to Control Services in the Service Year (for example, fines issued in the field) *and less* 17% of Estimated New Regional Revenues ("ENR"). For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Allocable Control Services Cost is \$1,690,447, calculated as shown on Exhibit C-3, and shall be similarly derived to determine the Preliminary and Final Estimated Payment for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

"CFS" is the total annual number of Calls for Service for the Service Year for Control Services originating within the City *expressed as a percentage* of the CFS for all Contract Parties within the same Control District. A Call for Service is defined as a request from an individual, business or jurisdiction for a control service response to a location within the City, or a response initiated by an Animal Control Officer in the field, which is entered into the County's data system (at the Animal Services call center or the sheriff's dispatch center acting as back-up to the call center) as a request for service. Calls for information, hang-ups and veterinary transfers are not included in the calculation of Calls for Service. A response by an Animal Control Officer pursuant to an Enhanced Control Services Contract will not be counted as a Call for Service. For purposes of determining the Estimated Payment in 2013, the Calculation Period for CFS is calendar year 2011 actual data. Exhibit C-2 shows a preliminary estimate of 2011 CFS used to determine the Pre-Commitment Estimated 2013 Payment; the numbers in this Exhibit C-2 are subject to Reconciliation by June 30, 2012.

"D-Pop" is the **Population** of the City, *expressed as a percentage* of the Population of all jurisdictions within the applicable Control District.



ES for Service Year 2013 is calculated as follows:

If, as of the effective date of this Agreement, the City has entered into a contract for shelter services with the Progressive Animal Welfare Society (PAWS) in Lynnwood, WA, then, for so long as such contract remains in effect, the City will not pay a share of shelter costs associated with shelter usage ("A" as defined below) and instead the Estimated Payment will include a **population-based charge only**, reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .2 \times Pop)$$

If the City **does not** qualify for the population-based shelter charge only, ES is determined as follows:

$$ES = (S \times .2 \times Pop) + (S \times .8 \times A)$$

Where:

"S" is the Budgeted Net Allocable Shelter Services Cost for the Service Year, which equals the County's Budgeted Total Allocable Costs for Shelter Services *less* Budgeted Total Non-Licensing Revenue attributable to Shelter operations (i.e., adoption fees, microchip fees, impound fees, owner-surrender fees, from all Contracting Parties) *and less* 27% of Estimated New Regional Revenues (ENR) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Allocable Shelter Services Cost is \$2,707,453, calculated as shown on Exhibit C-3, and shall be similarly derived to determine the Preliminary and Final Estimated Payments for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

"Pop" is the population of the City expressed as a percentage of the Population of all Contracting Parties.

"A" is the total number of animals that were: (1) picked up by County Animal Control Officers from within the City, (2) delivered by a City resident to the County shelter, or (3) delivered to the shelter that are owned by a resident of the City *expressed as a percentage* of the total number of animals in the County Shelter during the Calculation Period. For purposes of the 2013 Estimated Payment, the Calculation Period for "A" is calendar year 2011. Exhibit C-2 shows a preliminary estimate of "A" for 2011 used to determine the Pre-Commitment Estimated 2013 Payments; the numbers in this exhibit are subject to Reconciliation by June 30, 2012.



EL for Service Year 2013 is calculated as follows:

$$EL = (L \times .2 \times Pop) + (L \times .8 \times I)$$

Where:

"L" is the Budgeted Net Licensing Services Cost for the Service Year, which equals the County's Budgeted Total Allocable Costs for License Services in the Service Year *less* Budgeted Total Non-Licensing Revenue attributable to License Services (for example, pet license late fees) in the Service Year *and less* 6% of Estimated New Regional Revenues (ENR) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Licensing Cost is \$660,375, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and final Estimated Payments for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

"Pop" is the Population of the City expressed as a percentage of the population of all Contracting Parties.

"I" is the number of active paid regular pet licenses (e.g., excluding 'buddy licenses' or temporary licenses) issued to City residents during the Calculation Period. For purposes of calculating the Estimated Payment in 2013, the Calculation Period for "I" is calendar year 2011. **Exhibit C-2** shows a preliminary estimate of "I" to be used for calculating the Pre-Commitment Estimated 2013 Payments; the numbers in this Exhibit are subject to reconciliation by June 30, 2012.



Exhibit C-1

**Regional Animal Services of King County  
Pre-Commitment Estimated 2013 Payment Calculation (Annualized)**

Allocation Method: Population = 20%, Usage = 80%, Three (3) Control Districts: 200, 220, with Control Districts 240 and 260 combined into one (500), costs to districts 25%, 25%, 50% Usage and Licensing Revenue based on 2011 Preliminary Year End.

Animal Control District Number	Control District	Shelter	Licensing	Total Allocated Costs (1)	Program Load Factor (2)	Estimated Total Animal Services Cost Allocation (3)	Estimated Net Cost Allocation (4)	2011 Licensing Revenue (Estimated) (5)	Estimated Net Cost Allocation (6)	2013-2016 Shelter Credits (Annual) (6)	Estimated Net Costs with Transition Funding and Credits (7)	Estimated Revenue from Proposed Licensing Support (7)	Estimated Net Final Cost (8)
200	Budgeted Total Allocable Costs	\$1,170,487	\$673,360	\$1,843,847									
	Budgeted Non-Licensing Revenue	\$80,040	\$112,807	\$192,847									
	Budgeted New Regional Revenue (50%)	\$0	\$0	\$0									
	Budgeted Net Allocable Costs	\$1,090,447	\$560,553	\$1,651,000									
<b>SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)</b>													
220	Carnation	\$4,118	\$1,487	\$5,605	0.1750%	\$9,864	\$1,239	\$4,702	\$4,109	\$22	\$5,628	\$985	\$4,643
	Duvall	\$1,201	\$15,204	\$16,405	0.8329%	\$31,770	\$5,351	\$21,143	\$10,523	\$0	\$31,646	\$7,018	\$24,628
	Estimated Unincorporated King County	\$63,037		\$63,037									
	Kennedy	\$37,911	\$1,562	\$39,473	1.2636%	\$54,096	\$9,626	\$58,007	\$36,324	\$0	\$58,007	\$23,653	\$34,354
	Kirkland	\$84,955	\$89,626	\$174,581	4.8270%	\$244,162	\$59,640	\$205,000	\$83,102	\$0	\$205,000	\$23,653	\$171,347
	Lake Forest Park	\$22,064	\$7,024	\$29,088	0.8209%	\$42,027	\$12,068	\$44,504	\$16,477	\$0	\$44,504	\$0	\$44,504
	Redmond	\$27,807	\$54,303	\$82,110	2.4609%	\$126,478	\$32,308	\$116,407	\$45,071	\$0	\$116,407	\$0	\$116,407
	Sammamish	\$35,541	\$44,214	\$79,755	2.1882%	\$110,684	\$28,139	\$111,648	\$45,965	\$0	\$111,648	\$0	\$111,648
	Shelton	\$27,518	\$29,077	\$56,595	1.5709%	\$100,381	\$26,184	\$145,086	\$51,472	\$0	\$145,086	\$0	\$145,086
	Woodinville	\$12,268	\$6,103	\$18,371	0.5190%	\$26,079	\$6,519	\$29,220	\$14,141	\$0	\$29,220	\$0	\$29,220
	<b>SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)</b>	<b>\$338,775</b>	<b>\$271,310</b>	<b>\$610,085</b>		<b>\$813,477</b>	<b>\$203,382</b>	<b>\$790,166</b>	<b>\$409,311</b>	<b>\$552</b>	<b>\$822,759</b>	<b>\$32,477</b>	<b>\$790,282</b>
500	Bellevue	\$46	\$197	\$243	0.0009%	\$500	\$500	\$270,831	\$430	\$0	\$430	\$0	\$430
	Clyde Hill	\$1,422,329	\$161,485	\$1,583,814	7.4809%	\$378,050	\$378,050	\$270,831	\$5,105,123	\$0	\$5,105,123	\$34,449	\$5,070,674
	Estimated Unincorporated King County	\$1,609,189	\$3,168	\$1,612,357									
	Issaquah	\$53,351	\$40,167	\$93,518	0.1981%	\$115,787	\$115,787	\$55,947	\$5,950,850	\$0	\$5,950,850	\$0	\$5,950,850
	Maple Valley	\$13,981	\$18,177	\$32,158	0.0017%	\$45,611	\$45,611	\$45,611	\$4,351	\$0	\$4,351	\$0	\$4,351
	North Bend	\$16,884	\$17,318	\$34,202	0.0015%	\$33,459	\$33,459	\$10,271	\$18,188	\$0	\$18,188	\$2,598	\$15,590
	Redmond	\$13,811	\$16,213	\$29,024	0.0017%	\$45,611	\$45,611	\$10,271	\$18,188	\$0	\$18,188	\$2,598	\$15,590
	Shelton	\$11,116	\$11,116	\$22,232	0.0005%	\$30,111	\$30,111	\$22,232	\$2,036	\$0	\$2,036	\$0	\$2,036
	Yarrow Point	\$629	\$260,432	\$261,061	0.0005%	\$649,071	\$649,071	\$27,700	\$2,700	\$0	\$2,700	\$0	\$2,700
	<b>SUBTOTAL FOR CITIES IN 500 (excludes unincorporated area)</b>	<b>\$266,413</b>	<b>\$260,432</b>	<b>\$526,845</b>		<b>\$1,228,862</b>	<b>\$122,862</b>	<b>\$446,870</b>	<b>\$203,382</b>	<b>\$1,376</b>	<b>\$580</b>	<b>\$43,511</b>	<b>\$157,964</b>
600	Kent	\$203,230	\$764,101	\$967,331	22.2750%	\$1,120,733	\$22,750%	\$223,944	\$872,789	\$110,495	\$983,284	\$0	\$983,284
	SeaTac	\$79,725	\$164,894	\$244,619	5.4847%	\$277,038	\$277,038	\$47,232	\$510,611	\$7,442	\$518,053	\$0	\$518,053
	Tukwila	\$49,655	\$10,787	\$60,442	3.3539%	\$109,652	\$109,652	\$32,705	\$136,947	\$5,255	\$142,202	\$0	\$142,202
	Black Diamond	\$8,004	\$14,340	\$22,344	0.4964%	\$25,108	\$25,108	\$10,105	\$14,923	\$1,269	\$16,192	\$0	\$16,192
	Everett	\$22,495	\$17,456	\$39,951	2.1770%	\$127,386	\$127,386	\$48,802	\$39,988	\$5,070	\$45,058	\$0	\$45,058
	Everett	\$22,495	\$17,456	\$39,951	2.1770%	\$127,386	\$127,386	\$48,802	\$39,988	\$5,070	\$45,058	\$0	\$45,058
	Estimated Unincorporated King County	\$309,386	\$50,072	\$359,458									
	Maple Valley	\$41,215	\$68,300	\$109,515	2.4688%	\$156,175	\$156,175	\$25,307	\$48,438	\$1,188	\$49,626	\$5,973	\$55,600
	<b>SUBTOTAL FOR CITIES IN 600 (excludes unincorporated area)</b>	<b>\$856,135</b>	<b>\$1,311,431</b>	<b>\$2,167,566</b>		<b>\$3,972,026</b>	<b>\$3,972,026</b>	<b>\$1,674,933</b>	<b>\$1,502,043</b>	<b>\$146,646</b>	<b>\$349,244</b>	<b>\$593,542</b>	<b>\$146,646</b>
<b>TOTAL FOR CITIES</b>													
<b>TOTAL FOR CITIES IN 220 (excludes unincorporated area)</b>													
<b>TOTAL KING COUNTY UNINCORPORATED AREA ALLOCATION</b>													
<b>\$559,125</b>													
<b>\$1,690,447</b>													
<b>\$2,707,453</b>													
<b>\$5,050,275</b>													
<b>100.00%</b>													

Sources: Regional Animal Services of King County  
Control Districts: 200, 220, 500, 600  
Numbers are estimates only for the purpose of negotiation discussions. The numbers and allocation methodology are subject to change while negotiations are underway.



## Exhibit C-1, cont'd.

## Notes:

1. Based on various efficiencies and changes to the RASMC operating budget, adjustments for reduced intakes overall, reduced usage with Auburn out, and shifting two positions out of the model (county sponsored), the 2013 Estimated Budgeted Total Allocable Cost has been reduced to \$5,264,087.
2. One quarter of control services costs are allocated to control districts 200 and 220, and one half of control costs are allocated to district 500, then costs are further allocated 30% by peak call volume (2011 Licensee year end) and 20% by 2011 population.
3. This excludes the cost to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 80% by King County shelter volume index (2011 Preliminary Year end) and 20% by 2011 population.
4. Licensing costs are allocated 20% by population (2011) and 80% by total number of Pet Licenses issued (2011) less \$0.00 for Lifetime Licenses.
5. Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations. For additional detail, see 2010 Interlocal Agreement Exhibit C-4 (2013 edition) for more information. Transition Funding does not change for years 2013 - 2015.
6. Credits are allocated to those jurisdictions whose shelter intakes per capita exceeded the system average (2043) and are intended to help minimize the impact of changing the cost allocation methodology from 50% population/50 usage model. See Interlocal Agreement Exhibit C-4 for more detail.
7. New Transition License Funding has been included for certain jurisdictions to help limit the Estimated Net Final Cost to the 2012 estimated level. Receipt of support is contingent on city providing in-kind services and county ability to provide resources and/or recover costs.
8. Net Final Costs greater than \$0 will be reallocated to remaining jurisdictions with a negative net final cost, northern cities. Net Final Costs shall be inclusive of their PAWS Sheltering costs.
9. Program Load Factor (LF), per ILA Exhibit C, Part 4, Estimated Payment Calculation Formula, is the City's share of Budgeted Total Net Allocable Costs. It is the City's 2013 Service Year Total Animal Services Cost Allocation expressed as a percentage of the Budgeted Total Net Allocable Costs for 2013. Refer to the ILA for additional details.



## Exhibit C-2

**Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions,  
Used to Derive the Pre-Commitment 2013 Estimated**

*Source: Wash. St. Office of Financial Management, KC Office of Management and Budget, Regional Animal Services of KC  
Date: February 22, 2012*

Proposed District	Jurisdiction	2011 Population	Estimated 2013 Calls	Estimated 2013 Intakes	Estimated 2013 Licenses
200	Bothell				
	Carnation	1,780	13	5	160
	Duvall	6,715	34	23	712
	Estimated Unincorporated King County	65,642	240	(see total below)	(see total below)
	Kenmore	20,780	116	0	2,021
	Kirkland	80,738	230	109	7,855
	Lake Forest Park	12,610	70	0	1,666
	Redmond	55,150	87	47	3,980
	Sammamish	46,940	85	36	3,970
	Shoreline	53,200	281	0	4,967
	Woodinville	10,940	34	0	998
220	Beaux Arts	300	0	0	33
	Bellevue	123,400	317	185	9,380
	Clyde Hill	2,985	3	3	248
	Estimated Unincorporated King County	87,572	418	(see total below)	(see total below)
	Issaquah	30,690	132	58	1,942
	Mercer Island	22,710	21	11	1,727
	Newcastle	10,410	40	13	520
	North Bend	5,830	42	26	535
	Snoqualmie	10,950	27	10	842
	Yarrow Pt	1,005	1	0	100
500	Kent (Includes Panther Lake Annexation)	118,200	614	1,454	8,555
	SeaTac	27,110	200	339	1,544
	Tukwila	19,050	121	200	1,065
	Auburn	0	0	0	0
	Black Diamond	4,160	18	24	340
	Covington	17,640	132	145	1,642
	Enumclaw	10,920	110	101	872
	Estimated Unincorporated King County	100,333	783	(see total below)	(see total below)
	Maple Valley	22,930	89	111	1,919
City Totals		782,785	2,817	2,900	57,593
King County Unincorporated Area Totals		187,905	1,441	1,425	27,175
<b>TOTALS</b>		<b>970,690</b>	<b>4,258</b>	<b>4,325</b>	<b>84,768</b>

Note: Usage data from 2011 activity. License count excludes Senior Lifetime Licenses



## Exhibit C-3

**Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

This Exhibit Shows the Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs to derive Pre-Commitment Estimated 2013 Payments. All values shown are based on annualized costs and revenues. The staffing levels incorporated in this calculation are for year 2013 only and except as otherwise expressly provided in the Agreement may change from year to year as the County determines may be appropriate to achieve efficiencies, etc.

**Control Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

The calculation of Pre-Commitment Estimated 2013 Control Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$148,361
2	Direct Service Field Staff Costs	\$725,879
3	Call Center Direct Service Staff Costs	\$229,697
4	Overtime, Duty, Shift Differential and Temp Costs	\$80,891
5	Facilities Costs	\$8,990
6	Office and Other Operational Supplies and Equipment	\$17,500
7	Printing, Publications, and Postage	\$34,000
8	Medical Costs	\$22,500
9	Other Services	\$80,000
10	Transportation	\$141,904
11	Communications Costs	\$38,811
12	IT Costs and Services	\$50,626
13	Misc Direct Costs	\$41,900
14	General Fund Overhead Costs	\$15,842
15	Division Overhead Costs	\$110,490
16	Other Overhead Costs	\$23,096
	2010 Budgeted Total Allocable Control Services Cost	\$1,770,487
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Control Services	\$80,040
18	Less 17% of Estimated New Regional Revenues for 2013	0
	2010 Budgeted Net Allocable Control Services Cost	\$1,690,447



**NOTES:**

- 4 These additional salary costs support complete response to calls at the end of the day, limited response to emergency calls after hours, and extra help during peak call times.
- 5 Facilities costs include maintenance and utilities for a portion (5%) of the Kent Shelter (which houses the call center staff operations and records retention as well as providing a base station for field officers). Excludes all costs associated with the Crossroads facility.
- 6 This item includes the office supplies required for both the call center as well as a wide variety of non-computer equipment and supplies related to animal control field operations (e.g., uniforms, tranquilizer guns, boots, etc.).
- 7 This cost element consists of printing and publication costs for various materials used in the field for animal control.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services.
- 9 Services for animal control operations vary by year but consist primarily of consulting vets and laboratory costs associated with cruelty cases.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of the animal care and control vehicles and cabs, fuel, and reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs. Excludes approximately \$50,000 in service costs associated with mainframe systems.
- 13 Miscellaneous direct costs consist of all animal control costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 15 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 16 Other overhead costs include IT, telecommunications, finance, and property services.
- 17 Non-licensing revenue attributable to field operations include animal control violation penalties, charges for field pickup of deceased/owner relinquished animals, and fines for failure to license.



**Shelter Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

The calculation of Pre-Commitment Estimated 2013 Shelter Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$214,815
2	Direct Service Shelter Staff Costs	\$1,168,436
3	Direct Service Clinic Staff Costs	\$286,268
4	Overtime, Duty, Shift Differential and Temp Costs	\$159,682
5	Facilities Costs	\$170,814
6	Office and Other Operational Supplies and Equipment	\$94,200
7	Printing, Publications, and Postage	\$20,000
8	Medical Costs	\$127,500
9	Other Services	\$122,500
10	Transportation	\$10,566
11	Communications Costs	\$6,200
12	IT Costs and Services	\$51,360
13	Misc Direct Costs	\$60,306
14	General Fund Overhead Costs	\$113,614
15	Division Overhead Costs	\$176,572
16	Other Overhead Costs	\$37,124
	2010 Budgeted Total Allocable Shelter Services Cost	\$2,819,960
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Shelter Services	\$112,507
18	Less 27% of Estimated New Regional Revenues for 2013	0
	2010 Budgeted Net Allocable Shelter Services Cost	\$2,707,453

**NOTES:**

- 5 Facilities costs include maintenance and utilities for the majority (95%) of the Kent Shelter (which also houses the call center staff operations and records retention as well as providing a base station for field officers). It excludes all costs associated with the Crossroads facility.
- 6 This item includes the office supplies as well as a wide variety of non-computer equipment and supplies related to animal care (e.g., uniforms, food, litter, etc.).
- 7 This cost element consists of printing and publication costs for various materials used at the shelter.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services as well as the cost for consulting vets, laboratory costs, medicine, and vaccines.



- 9 Services for animal control operations vary by year but include costs such as shipping of food provided free of charge and sheltering of large animals.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of and fuel for the animal care and control vehicles used by the shelter to facilitate adoptions, as well as reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 13 Miscellaneous direct costs consist of all animal care costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 15 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 16 Other overhead costs include IT, telecommunications, finance, and property services.
- 17 Non-licensing revenue attributable to sheltering operations include impound fees, microchip fees, adoption fees, and owner relinquished euthanasia costs.



**Licensing Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

The calculation of Pre-Commitment Estimated 2013 Licensing Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$52,917
2	Direct Service Licensing Staff Costs	\$346,523
3	Overtime, Duty, Shift Differential and Temp Costs	\$26,295
4	Facilities Costs	\$13,100
5	Office and Other Operational Supplies and Equipment	\$3,300
6	Printing, Publications, and Postage	\$74,600
7	Other Services	\$14,500
8	Communications Costs	\$2,265
9	IT Costs and Services	\$77,953
10	Misc Direct Costs	\$2,000
11	General Fund Overhead Costs	\$9,884
12	Division Overhead Costs	\$39,280
13	Other Overhead Costs	\$11,023
	2010 Budgeted Total Allocable Licensing Services Cost	\$673,640
14	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Licensing Services	\$13,265
15	Less 6% of Estimated New Regional Revenue	-0-
	2010 Budgeted Net Allocable Licensing Services Cost	\$660,375

**NOTES:**

- 4 Facilities costs include maintenance and utilities for the portion of the King County Administration building occupied by the pet licensing staff and associated records.
- 5 This item includes the office supplies required for the licensing call center.
- 6 This cost element consists of printing, publication, and distribution costs for various materials used to promote licensing of pets, including services to prepare materials for mailing.
- 7 Services for animal licensing operations include the purchase of tags and monthly fees for online pet licensing hosting.
- 8 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 9 Information technology direct costs include IT equipment replacement as well as direct services costs. Excludes approximately \$120,000 in service costs associated with mainframe systems.
- 10 Miscellaneous direct costs consist of all pet licensing costs not listed above including but not limited to training, certification, transportation, and bad checks.



- 11 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 12 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 13 Other overhead costs include IT, telecommunications, finance, and property services.
- 14 Non-licensing revenue attributable to licensing operations consists of licensing late fees.



## Exhibit C-4

**Calculation and Allocation of Transition Funding Credit ("T"), Shelter Credit ("V"),  
and Estimated New Regional Revenue ("ENR")**

**A. Transition Funding Credit**

The Transition Funding Credit as originally calculated in the 2010 Agreement offset costs to certain Contracting Cities that would have otherwise paid the highest per capita costs for Animal Services in 2010. The credit was scheduled on a declining basis over four years (2010-2013). In this Agreement, the Contracting Cities qualifying for this credit are listed in Table 1 below; these cities will receive the credit at the level calculated for 2013 in the 2010 Agreement for Service Years 2013, 2014 and 2015, provided that, application of the credit can never result in the Estimated Payment Amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment). The allocation of the Transition Funding Credit is shown in Table 1 below.

**Table 1: Transition Funding Credit – Annual Amount to be allocated each year in the  
period from 2013-2015**

<b>Jurisdiction</b>	<b>Transition Funding Credit</b>
Carnation	\$552
North Bend	\$1,376
Kent	\$110,495
SeaTac	\$7,442
Tukwila	\$5,255
Black Diamond	\$1,209
Covington	\$5,070
Enumclaw	\$11,188
Maple Valley	\$6,027

Note: The Transitional Funding Credit is the same regardless of which cities sign the Agreement.

**B. Shelter Credit**

The Shelter Credit is designed to offset costs for those Contracting Cities whose per capita shelter intakes ("A") exceed the average for all Contracting Parties. A total of \$750,000 will be applied as a credit in each of the Service Years 2013-2015 to Contracting Cities whose per capita average shelter intakes ("A") exceeds the average for all Contracting Parties; *provided that* application of the Shelter Credit can never result in the Estimated Payment amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment.) The 2013 Shelter Credit was determined based on estimated animal



intakes ("A") for Calendar Year 2011 as shown on Exhibit C-2. The \$750,000 was allocated between every Contracting City with animal intakes over the estimated 2011 Program average, based on each Contracting City's relative per capita animal intakes in excess of the average for all Contracting Parties. The Shelter Credit will be paid at the 2013 level in Service Years 2014 and 2015. The County will consider providing the Shelter Credit in Service Years 2016 and 2017 at the same level as for Service Year 2013.

**Table 3: Annual Shelter Credit Allocation—2013 through 2015**

City	Shelter Credit
North Bend	\$586
Kent	\$495,870
SeaTac	\$116,611
Tukwila	\$61,987
Black Diamond	\$3,263
Covington	\$36,409
Enumclaw	\$28,407
Maple Valley	\$6,867

### C. New Regional Revenue: Estimation and Allocation

#### *Goal*

New Regional Revenue for each Service Year shall be estimated as part of the development of the Estimated Payment calculations for such Service Year. The goal of the estimate shall be to reduce the amount of Estimated Payments where New Regional Revenue to be received in the Service Year can be calculated with reasonable certainty. The Estimated New Regional Revenue will be reconciled annually to account for actual New Regional Revenue received, per Exhibit D.

#### *Calculation of Estimated New Regional Revenue (ENR)*

1. The value of the Estimated New Regional Revenue for Service Year 2013 is zero.
2. For Service Years after 2013, the Estimated New Regional Revenue will be set at the amount the County includes for such revenue in its adopted budget for the Service Year. For purposes of the Preliminary Estimated Payment calculation, the County will include its best estimate for New Regional Revenue at the time the calculation is issued, after first presenting such estimate to the Joint City County Committee for its input.



*Application of ENR*

1. For Service Years 2013 and 2016, 50% of the Estimated New Regional Revenue is incorporated into the calculations of EC and ES and EL as described in Exhibit C, specifically:

- a. 17% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Control Services Cost.
- b. 27% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Shelter Services Cost.
- c. 6% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Licensing Services Cost.

These amounts are reconciled as against actual New Regional Revenue (ENRA) in the annual Reconciliation process. In 2014, 2015 and 2017 the 50% is simply deducted against Budgeted Total Allocable Costs to derive Budgeted Total Net Allocable Costs.

2. For each Service Year, the remaining 50% of Estimated New Regional Revenue is first applied to offset County contributions to the Program, in the following order of priority.
  - a. Offset payments made by the County to fund Transition Funding Credits, Shelter Credits, Impact Mitigation Credits (if any) and un-reimbursed Licensing Revenue Support.
  - b. Offset County funding of Animal Services Program costs that are not included in the cost allocation model described in Exhibit C, specifically, costs of:
    - i. The medical director and volunteer coordinator staff at the Kent Shelter.
    - ii. Other County-sponsored costs for Animal Services that are not included in the cost models described in Exhibit C.
  - c. In the event any of the 50% of Estimated New Regional Revenue remains after applying it to items (a) and (b) above, the remainder ("Residual New Regional Revenue") shall be held in a reserve and applied to the benefit of all Contracting Parties as part of the annual Reconciliation process, in the following order of priority:
    - i. First, to reduce *pro-rata* up to 20% of each Contracting Party's Estimated Total Animal Services Cost Allocation (6<sup>th</sup> column in the spreadsheet at Exhibit C-1), thereby reducing up to all cost allocations based on population. This is the factor "X" in the Reconciliation formula.
    - ii. Second, to reduce *pro rata* the amount owing from each Contracting Party with net final costs > 0 after consideration of all other factors in the Reconciliation formula.



Offsets described in (a) and (b) above do not impact the calculation of Estimated Payments or the Reconciliation of Estimated Payments since they are outside the cost model. The allocations described in (c) above, if any, will be considered in the annual Reconciliation as described in **Exhibit D**.



**Exhibit C-5**  
**Licensing Revenue Support**

- A. The Contracting Cities that will receive licensing revenue support in 2013 are listed below (collectively, these nine cities are referred to as the "Licensing Revenue Support Cities"). These Cities have been selected by comparing the estimated 2013 Net Final Costs shown in Exhibit C-1 to the 2012 Estimated Net Final Cost.<sup>2</sup> Where the 2013 Net Final Cost estimate was higher than the 2012 estimate, the difference was identified as the 2013 Licensing Revenue Target.
- B. For any Licensing Revenue Support City in Table 1 whose Preliminary 2013 Estimated Payment is lower than the Pre-Commitment Estimate shown in Exhibit C-1, the Licensing Revenue Target ("RT") and the Revenue Goal ("RG") will be the reduced by an amount equivalent to the reduction between the Pre-Commitment and Preliminary Estimated Payment amounts for 2013.

**Table 1:**  
**2013 Licensing Revenue Support Cities, Licensing Revenue Targets and Revenue Goals\***

City	2013 Licensing Revenue Target "RT" (increment)	Base Year Revenue (2011 Estimate per Exhibit C-2) "Base Amount"	Revenue Goal "RG" (total)
City of Carnation	\$966	\$4,752	\$5,718
City of Duvall	\$7,658	\$21,343	\$29,001
City of Kirkland	\$23,853	\$208,000	\$231,853
City of Bellevue	\$34,449	\$273,931	\$308,380
City of Newcastle	\$2,599	\$15,271	\$17,870
City of North Bend	\$6,463	\$15,694	\$22,157
City of Black Diamond	\$2,001	\$10,185	\$12,186
City of Enumclaw	\$5,973	\$25,307	\$31,280
City of Maple Valley	\$6,956	\$56,628	\$63,584

\*Amounts in this table are subject to adjustment per Paragraph B above.

- C. The 2013 Licensing Revenue Target ("RT") is the amount each City in Table 1 will receive in 2013, either in the form of additional licensing revenues over the Base Year amount or as a Licensing Revenue Credit ("LRC") applied at Reconciliation.

<sup>2</sup> For Contracting Cities that purchase shelter services from PAWS, the target was based on the Pre-Commitment 2013 Estimated Payment calculated in February 2012 during contract negotiations.



- D. As further described in **Section 7** and **Exhibit C-5**, licensing revenue support services include the provision of County staff and materials support (which may include use of volunteers or other in-kind support) as determined necessary by the County to generate the Licensing Revenue Target.
- E. In 2014 and 2015, any Licensing Revenue Support City or other Contracting City may request licensing revenue support services from the County under the terms of **Exhibit F**. Provision of such services is subject to the County determining it has capacity to perform such services. *Notwithstanding the foregoing*, a Licensing Revenue Support City for which RT is in excess of \$20,000 per year may receive licensing revenue support service in all three years, but only if by September 1, 2012, it commits to providing in-kind support in all three Service Years by executing the contract in **Exhibit F** with respect to *all 3 Service Years* (2013, 2014 and 2015). Allocation of licensing revenue support services in 2014 and 2015 will be prioritized first to meet the County's contractual commitment, if any, to a Licensing Revenue Support City that has entered into a 3-year agreement for such service. Thereafter, service shall be allocated to Licensing Revenue Support Cities requesting such service on first-come, first-served basis; and thereafter to any other Contracting City requesting such service on a first-come, first-served basis.

**Table 2:**  
**Calculation of Estimated Payments and Licensing Revenue Credits**  
**for Licensing Revenue Support Cities**

**For Service Year 2013:**

- The Estimated Payment calculation will include the 2013 Licensing Revenue Support Target ("RT"), if any, for the City per Table 1 above in the calculation of Estimated Licensing Revenues ("ER") (these amounts are shown in separate columns on **Exhibit C-1**).
- At Reconciliation:
  - For Cities with a  $RT > \$20,000$ , Actual Licensing Revenue for 2013 (" $AR_{2013}$ ") will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine  $AR_{2013}$
  - if Actual Licensing Revenue for 2013 (" $AR_{2013}$ ")  $\geq$  Revenue Goal ("RG"), then no additional credit is payable to the City (" $LRC$ " = \$0)
  - If  $AR_{2013} < RG$ , then the difference ( $RG - AR$ ) is the Licensing Revenue Credit (" $LRC$ ") included in the Reconciliation Adjustment Amount *provided that*, for Cities whose  $RT > \$20,000$ , 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* (" $LRC$ ") when the value of ANFC<sub>0</sub> is being calculated at Reconciliation, *and provided further*, that in all cases LRC cannot exceed the 2013 Licensing Revenue Target for the City.



For Service Year 2014, if the City and County have executed a Licensing Support Contract per Exhibit F, and the City is therefore providing additional in-kind services in order to generate licensing revenue support in 2014, then:

- The Estimated Payment for 2014 will include Estimated Licensing Revenues calculated at the amount of Actual Revenue ("AR") for 2012 or the Revenue Goal (RG), whichever is greater. RG will be the amount in Table 1 for Licensing Revenue Support Cities, or such other amount as the Parties may agree in the Licensing Support Contract.
- At Reconciliation:
  - For Cities with a RT > \$20,000, AR<sub>2014</sub> will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine AR<sub>2014</sub>
  - If Actual Licensing Revenue in 2014 is greater than the Revenue Goal (AR<sub>2014</sub> ≥ RG), then
    - no Licensing Revenue Credit is payable to the City (LRC = \$0), and
    - The County shall charge the City for an amount which is *the lesser of*:  
(a) the cost of County's licensing support services in 2014 to the City (as defined in the Licensing Support Contract for 2014), or (b) the amount by which AR<sub>2014</sub> > RG.
  - If AR<sub>2014</sub> < RG, then the difference (RG - AR<sub>2014</sub>) is LRC. The LRC amount is added to reduce the City's costs when calculating the Reconciliation Adjustment Amount, *provided that*, for Cities whose RT > \$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("LRC") a when the value of ANFC<sub>0</sub> is being calculated at Reconciliation, and *provided further* that in all cases LRC cannot exceed the 2013 Licensing Revenue Target for the City.

For Service Year 2015, the process and calculation shall be the same as for 2014, e.g.: if the City and County have executed Exhibit F, and the City is therefore providing additional in-kind services in order to generate Licensing Revenue Support in 2015, then:

- The Estimated Payment for 2015 will include Estimated Licensing Revenues calculated at the amount of Actual Revenue ("AR") for 2013 (excluding LRC paid for Service Year 2013) or RG, whichever is greater. RG will be the amount in Table 1 for Licensing Revenue Support Cities, or such other amount as the Parties may agree in the Licensing Support Contract.
- At Reconciliation:
  - For Cities with a RT > \$20,000, AR<sub>2015</sub> will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine AR<sub>2015</sub>
  - If Actual 2015 Licensing Revenue is greater than the Revenue Goal (AR<sub>2015</sub> ≥



RG); then

- no Licensing Revenue Credit is payable to the City ( $LRC = \$0$ ), and
- The County shall charge the City for an amount which *is the lesser of*:
  - (a) the cost of County's licensing support services in 2015 to the City (as defined in the Licensing Support Contract for 2015), or (b) the amount by which  $AR_{2015} > RG$ .
- If  $AR_{2015} < RG$ , then the difference ( $RG - AR_{2015}$ ) is LRC. The LRC amount is added to reduce the City's costs when calculating the Reconciliation Adjustment Amount; *provided that*, for Cities whose  $RT > \$20,000$ , 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("LRC") when the value of  $ANFC_0$  is being calculated at Reconciliation, and *provided further* that in all cases LRC cannot exceed the 2013 Licensing Revenue Target for the City.



## Exhibit C-6:

## Summary of Calculation Periods for Use and Population Components

This Exhibit restates in summary table form the Calculation Periods used for calculating the usage and population components in the formulas to derive Estimated Payments. See Exhibit C for complete formulas and definitions of the formula components.

ER is estimated Licensing Revenue attributable to the City

CFS is total annual number of Calls for Service originating in the City

A is the number of animals in the shelter attributable to the City

I is the number of active paid regular pet licenses issued to City residents

ENR is the New Regional Revenue estimated to be received during the Service Year

Pop is Population of the City expressed as a percentage of all Contracting Parties; D-Pop is

Population of the City expressed as a percentage of the population of all jurisdictions within a Control District

## Calculation Periods -- Service Year 2013

Component	Preliminary Estimated 2013 Payment (published August 2012)	Estimated 2013 Payment (final) (published December 15 2012)	Reconciliation Payment Amount (determined June 2014)
ER (Estimated Revenue)	Actual 2011	Same	Actual 2013
CFS (Calls for Service)	Actual 2011	Same	N/A
A (Animal intakes)	Actual 2011	Same	N/A
I (Issued Pet Licenses)	Actual 2011	Same	N/A
ENR (Estimated New Regional Revenue)	Estimated 2013 (\$0)	Estimated 2013 (\$0)	Actual 2013
Pop, D-Pop (Population)	July 2012 OFM report, adjusted for annexations $\geq 2,500$ occurring (and Latecomer Cities joining) after April 2012 and before the	Same, adjusted for all annexations $\geq 2,500$ occurring (and Latecomer Cities joining) after April 2012 and before the end of 2013	Same, adjusted for all annexations $\geq 2,500$ occurring (and Latecomer Cities joining) after April and before the end of 2013



	end of 2013.		
--	--------------	--	--

## Calculation Periods: Service Year 2014

Component	Preliminary Estimated 2014 Payment (published September 2013)	Estimated 2014 Payment (published December 2013)	Reconciliation Payment Amount (determined June 2015)
ER	Actual 2012	Same	Actual 2014
CFS	N/A	N/A	N/A
A	N/A	N/A	N/A
I	N/A	N/A	N/A
ENR	Estimated 2014	Estimated 2014	Actual 2014
Pop, D-Pop	July 2012 OFM report, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2014.	Same, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2014	Same, adjusted for all annexations $\geq 2,500$ (and Latecomer Cities joining) occurring after April 2012 and before the end of 2014

## Calculation Periods: Service Year 2015

Component	Preliminary Estimated 2015 Payment (published September 2014)	Estimated 2015 Payment (published December 2014)	Reconciliation Payment Amount (determined June 2016)
ER	Actual 2013	Same	Actual 2015
CFS	N/A	N/A	N/A
A	N/A	N/A	N/A
I	N/A	N/A	N/A
ENR	Estimated 2015	Estimated 2015	Actual 2015
Pop, D-Pop	July 2012 OFM report, adjusted for all annexations $\geq 2,500$ known take effect (and Latecomer Cities joining) after April 2012 and before the end of 2015.	Same, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2015	Same, adjusted for all annexations $\geq 2,500$ occurring (and Latecomer Cities joining) after April 2012 and before the end of 2015

If the Agreement is extended past 2015 for an additional 2 years, the calculation periods for 2016 shall be developed in a manner comparable to Service Year 2013, and for 2017 shall be developed in a manner comparable to year 2014.



**Exhibit C-7**  
**Payment and Calculation Schedule**

**Service Year 2013**

Item	Date
Preliminary estimate of 2013 Estimated Payments provided to City by County	August 1, 2012
Final Estimated 2013 Payment calculation provided to City by County	December 15, 2012
First 2013 Estimated Payment due	June 15, 2013
Second 2013 Estimated Payment due	December 15, 2013
2013 Reconciliation Adjustment Amount calculated	On or before June 30, 2014
2013 Reconciliation Adjustment Amount payable	On or before August 15, 2014

**Service Year 2014**

Item	Date
Preliminary estimate of 2014 Estimated Payments provided to City by County	September 1, 2013
Final Estimated 2014 Payment calculation provided to City by County	December 15, 2013
First 2014 Estimated Payment due	June 15, 2014
Second 2014 Estimated Payment due	December 15, 2014
2014 Reconciliation Adjustment Amount calculated	On or before June 30, 2015
2014 Reconciliation Adjustment Amount Payable	August 15, 2015

**Service Year 2015**

Item	Date
Preliminary estimate of 2015 Estimated Payments provided to City by County	September 1, 2014
Final Estimated 2015 Payment calculation provided to City by County	December 15, 2014
First 2015 Estimated Payment due	June 15, 2015
Second 2015 Estimated Payment due	December 15, 2015
2015 Reconciliation Adjustment Amount calculated	On or before June 30, 2016
2015 Reconciliation Adjustment Amount Payable	August 15, 2016



If the Agreement is extended past December 31, 2015, the schedule is developed in the same manner as described above for years 2016 and 2017.

Additional timelines are in place to commence and complete negotiations for an extension of the Agreement:

County convenes interested Contracting Cities to discuss (1) a possible extension on the same terms and (2) a possible extension on different terms.	September 2014
Notice of Intent by either Party not to renew agreement on the same terms (Cities also indicate whether they wish to negotiate for an extension on different terms or to let Agreement expire at end of 2015)	March 1, 2015
Deadline for signing an extension (whether on the same or amended terms)	July 1, 2015

See Section 4 of Agreement for additional details on Extension of the Agreement Term for an additional two years.

Dates for remittal to County of pet license sales revenues processed by Contracting Cities (per section 3.c)	Quarterly, each March 31, June 30, September 30, December 31
--	--

Except as otherwise provided for Licensing Revenue Support Cities with a Licensing Revenue Target greater than \$20,000/year, requests for **Licensing Revenue Support** in Service Years 2014 or 2015 may be made at any time between June 30 and October 31 of the prior Service Year. (See **Exhibit C-5** for additional detail).



## Exhibit D Reconciliation

The purpose of the reconciliation calculation is to adjust payments made each Service Year by Contracting Parties to reflect actual licensing and non-licensing revenue, various credits, and New Regional Revenue, as compared to the estimates of such revenues and credits incorporated in the Estimated Payment calculations, and to adjust for population changes resulting from annexations of areas with a population of over 2,500 (if any) and the addition of Latecomer Cities. To accomplish this, an **"Adjusted Net Final Cost" ("ANFC")** calculation is made each June for each Contracting Party as described below, and then adjusted for various factors as described in this Exhibit D.

As noted in Section 7 of the Agreement, the Parties intend that receipt of Animal Services should not be a profit-making enterprise. When a City receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service, if applicable), such excess will be reinvested to reduce costs incurred by other Contracting Parties. The cost allocation formulas of this Agreement are intended to achieve this outcome.

Terms not otherwise defined here have the meanings set forth in Exhibit C or the body of the Agreement.

### Calculation of ANFC and Reconciliation Adjustment Amount

The following formula will be used to calculate the Reconciliation Adjustment Amount, which shall be payable by August 15. The factors in the formula are defined below. As described in paragraphs A and B, the subscript "0" denotes the initial calculation; subscript "1" denotes the final calculation.

$$ANFC_0 = (AR + T + V + X + LRC) - (B \times LF)$$

- A. If  $ANFC_0 \geq 0$ , i.e., revenues and credits are greater than costs (adding the cost factor "W" in the formula for Contracting Cities purchasing shelter services from PAWS or purchasing Enhanced Control Services), then:

$ANFC_1 = 0$ , i.e., it is *reset to zero* and the difference between  $ANFC_0$  and  $ANFC_1$  is set aside by the County (or, if the revenues are not in the possession of the County, then the gap amount is payable by the City to the County by August 15) and all such excess amounts from all Contracting Parties where  $ANFC_0 \geq 0$  are allocated *pro-rata* to parties for which  $ANFC_1 < 0$ , per paragraph B below. Contracting Parties for which  $ANFC_0 \geq 0$  do not receive a reconciliation payment.



- B. If  $ANFC_0 < 0$ , i.e., costs are greater than revenues (*without* considering “W” for those Contracting Cities purchasing shelter services from PAWS or purchasing Enhanced Control Services), then the negative dollar amount is not “reset” and  $ANFC_1$  is the same as  $ANFC_0$ . Contracting Parties in this situation will receive a *pro-rata* allocation from the sum of excess revenues from those Parties for which  $ANFC_0 \geq 0$  per paragraph A. In this way, excess revenues are reallocated across Contracting Parties with net final costs.
- C. If, after crediting the City with its *pro rata* share of any excess revenues per paragraph B,  $ANFC_1 < \text{Total Estimated Payments made in the Service Year}$ , then the difference shall be paid by the County to the City no later than August 15; if  $ANFC_1 > \text{Total Estimated Payments made in the Service Year}$ , then the difference shall be paid by the City to the County no later than August 15.

Where:

“AR” is Actual Licensing Revenue attributable to the City, based on actual Licensing Revenues received from residents of the City in the Service Year, adjusted for Cities with a Licensing Revenue Target  $> \$20,000$  as described in Exhibit C-5. (License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), will be allocated amongst the Parties based on their respective percentages of total AR).

“T” is the Transition Funding Credit, if any, for the Service Year.

“V” is the Shelter Credit, if any, for the Service Year.

“W” is the actual amount paid by a City receiving shelter services to PAWS for such services during the Service Year, if any, plus the actual amount paid by a City to the County for the purchase of Enhanced Control Services during the Service Year, if any.

“X” is the amount of Residual New Regional Revenue, if any, allocable to the City from the 50% of New Regional Revenues which is first applied to offset County costs for funding Shelter Credits, Transition Funding Credits and any Program costs not allocated in the cost model. The residual is shared amongst the Contracting Parties to reduce *pro-rata* up to 20% of each Contracting Party’s Estimated Total Animal Services Cost Allocation (See column titled “Estimated Total Animal Services Cost Allocation” in the spreadsheet at Exhibit C-1).

“LRC” is the amount of any Licensing Revenue Credit or Charge to be applied based on receipt of licensing support services. For a Licensing Revenue Support City designated in Exhibit C-5, the amount shall be determined per Table 2 of Exhibit C-5 and the associated



Licensing Support Contract, if any. Where a Licensing Revenue Support City is due a Licensing Revenue Credit, the amount applied for this factor is a positive dollar amount (e.g., increases City's revenues in the amount of the credit); if a Licensing Revenue Support City is assessed a Licensing Revenue Charge, the amount applied for this factor is a negative amount (e.g., increases City's costs). For any Contracting City receiving licensing support services per a Licensing Support Contract/ Exhibit F other than a Licensing Revenue Support City, LRC will be a negative amount (increasing the City's costs) equal to the County's cost of the licensing support set forth in the Attachment A to the Licensing Support Contract.

"B" is the "Budgeted Total Net Allocable Costs" as *estimated* for the Service Year for the provision of Animal Services to be allocated between all the Contracting Parties for the purposes of determining the Estimated Payment, calculated as described in Exhibit C.

"LF" is the "Program Load Factor" attributable to City for the Service Year, calculated as described in Exhibit C. LF will be recalculated if necessary to account for annexations of areas with a population of 2,500 or more people, or for Latecomer Cities if such events were not accounted for in the Final Estimated Payment Calculation for the Service Year being reconciled.

**Additional Allocation of New Regional Revenues after calculation of all amounts above:** If there is any residual New Regional Revenue remaining after allocating the full possible "X" amount to each Party (to fully eliminate the population based portion of costs), the remainder shall be allocated on a *pro rata* basis to all Contracting Parties for which  $ANFC_1 < 0$ . If there is any residual thereafter, it will be applied to improve Animal Services.



**Exhibit E**

**Enhanced Control Services Contract (Optional)**

Between City of \_\_\_\_\_ ("City") and King County ("County")

The County will to offer Enhanced Control Services to the City during Service Years 2013, 2014 and 2105 of the **Animal Services Interlocal Agreement for 2013 Through 2015** between the City and the County dated and effective as of July 1, 2012 (the "Agreement") subject to the terms and conditions as described herein. **The provisions of this Contract are optional to both Parties and shall not be effective unless executed by both Parties.**

A. The City may request services under two different options, summarized here and described in further detail below:

**Option 1:** for a period of *not less than one year*, the City may request service from an Animal Control Officer dedicated to the City ("Dedicated Officer"). Such service must be confirmed in writing through both Parties entering into this Enhanced Control Services Contract no later than August 15 of the year prior to the Service Year in which the service is requested.

**Option 2:** for a period of *less than one year*, the City may request a specified number of over-time service hours on specified days and time from the 6 Animal Control Officers staffing the three Control Districts. Unlike Option 1, the individual officers providing the service will be determined by the County and may vary from time to time; the term "Dedicated Officer" used in context of Option 2 is thus different than its meaning with respect to Option 1. Option 2 service must be requested no later than 60 days prior to the commencement of the period in which the service is requested, unless waived by the County.

The City shall initiate a request for enhanced service by completing and submitting **Attachment A** to the County. If the County determines it is able to provide the requested service, it will so confirm by completing and countersigning **Attachment A** and signing this Contract and returning both to the City for final execution.

B. The County will provide enhanced Control Services to the City in the form of an Animal Control Officer dedicated to the City ("Dedicated Officer") as described in **Attachment A** and this Contract.

1. Costs identified in **Attachment A** for **Option 1** are for one (1) year of service in 2010, in 2010 dollars, and include the cost of the employee (salary, benefits), equipment and animal control vehicle for the employee's use). Costs are subject



to adjustment each year, limited by the Annual Budget Inflator Cap (as defined in the Agreement).

2. Costs for **Option 2** will be determined by the County each year based on its actual hourly overtime pay for the individual Animal Control Officers providing the service, plus mileage at the federal reimbursement rate. The number of miles for which mileage is charged shall be miles which would not have been traveled but for the provision of the enhanced service.
  3. Costs paid for enhanced services will be included in the Reconciliation calculation for each Service Year, as described in **Exhibit D** of the Agreement.
- C. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement).
- D. The scheduling of work by the Dedicated Officer will be determined by mutual agreement of the contract administrators identified in the Agreement, and (in the case of a purchase of service under **Option 1**) the mutual agreement of officials of other Contracting Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer. In the event the parties are unable to agree on scheduling, the County shall have the right to finally determine the schedule of the Dedicated Officer(s).
- E. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.
- F. The County will provide the City with a general quarterly calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.
- G. **For Services purchased under Option 1:** An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, not less than 1600 hours per year will be provided. Similarly, a half-time FTE will provide not less than 800 hours per year. The County shall submit to the City an invoice and billing voucher at the end of each calendar



quarter, excepting that during the 4<sup>th</sup> quarter of each year during the term of this Contract, an invoice shall be submitted to the City no later than December 15<sup>th</sup>. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

- H. **For Services purchased under Option 2:** The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter. All invoiced amounts shall be payable by the City within 30 days of the invoice date.
- I. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City has purchased services under **Option 1** and is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further:* except as provided in Paragraph A.1, a Contract may not be terminated if the term of service resulting is less than one year.
- J. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

King County

City of \_\_\_\_\_

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
By:  
Mayor /City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney



Exhibit E: Attachment A

ENHANCED CONTROL SERVICES OPTION REQUEST

(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Enhanced Control Service Contract/Exhibit E)

City \_\_\_\_\_

Requested Enhanced Control Services Start Date: \_\_\_\_\_

Requested Enhanced Control Services End Date: \_\_\_\_\_\*

\*term of service must be at least one year, except if purchasing services under Option 2.

Please indicate whether City is requesting services under Option 1 or Option 2:

\_\_\_\_\_ Option 1:

% of Full Time Equivalent Officer (FTE) requested: \_\_\_\_\_ (minimum request: 20%; requests must be in multiples of either 20% or 25%)

\_\_\_\_\_ Option 2:

Overtime Hours purchase from existing ACO staff: \_\_\_\_\_ hours per (week /month)

General Description of desired services (days, hours, nature of service):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

For Option 1:

Contracting Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and variously scheduled service, *including but not limited to adjusting allocations of service from*



*increments of 20% to 25%, in order to develop workable employment and scheduling for the officers within then-existing workrules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.*

Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A.1. Service may not extend beyond the term of the Agreement.

City requests that alone or in combination with requests of other Contracting Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.

City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.

Cities may propose a different allocation approach for County consideration.

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. *For example*, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on *pro rata* basis between all Contracting Cities sharing the services of that FTE.

Column 1: Aggregate of 50% of an FTE Requested by all Participating Cities	Column 2: Aggregate of 1 FTE Requested by all Participating Cities
Cost to City: (% of Half-Time FTE requested) x \$75,000/year in 2010*	Cost to City: (% of FTE requested) x \$115,000/year in 2010 *
<i>Example:</i> if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay \$18,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months).	<i>Example:</i> If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay \$14,375 and City C would pay \$28,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months)
** (50% of a Half-Time FTE)	

\* This example is based on 2010 costs. Actual costs will be based on actual Service Year FTE costs.



For Option 2:

On behalf of the City, the undersigned understands and agrees that the County will confirm what services, if any, it can provide, and at what costs, by completing this Attachment A, and the City must signify whether it accepts the County's offer by signing the Enhanced Services Contract.

Request Signed as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

City of \_\_\_\_\_

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

Its \_\_\_\_\_

To be completed by King County:

\_\_\_\_ Option 1: The County hereby confirms its ability and willingness to provide Enhanced Control services as requested by the City in this **Attachment A**, *with adjustments as noted below (if any):*

The FTE Cost for the Service Year in which the City has requested service is:  
\$\_\_\_\_\_.

\_\_\_\_ Option 2: the County confirms its ability to provide control service overtime hours as follows (*insert description—days/hours*):

Such overtime hours shall be provided at a cost of \$\_\_\_\_\_, (may be a range) per service hour, with the actual cost depending on the individual(s) assigned to work the hours, plus mileage at the federal reimbursement rate.

King County

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

Its \_\_\_\_\_

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



## Exhibit F

## Licensing Support Contract (Optional)

Between City of \_\_\_\_\_ ("City") and King County ("County")

The County is prepared to offer licensing revenue support to the City subject to the terms and conditions described in this Licensing Support Contract ("Contract"). The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and both parties have entered into the underlying Animal Services Interlocal Agreement for 2013 Through 2015 (the "Agreement").

- A. **Service Requests, Submittal:** Requests to enter into a licensing support contract should be made by submitting the Licensing Revenue Support Services Request (Attachment A to this Exhibit F) to the County between June 30 and October 31 of the calendar year prior to year in which such services are requested ("Service Year"). A separate Request shall be submitted for each Service Year, excepting that a Licensing Support City with a revenue target in excess of \$20,000/year may submit a request by September 1, 2012 in order to receive service in all three Service Years (2013, 2014 and 2015).
- B. **County to Determine Service Availability:** The County will determine whether it has capacity to provide the requested service based on whether it has staff available, and consistent with the priorities stated in Section 7.c and Exhibit C-5 of the Agreement.
- C. **Services Provided by County, Cost:** The County will determine the licensing revenue support activities it will undertake to achieve the Licensing Revenue Target. Activities may include, but are not limited to canvassing, mailings, calls to non-renewals. In completing Attachment A to confirm its ability to provide licensing support services to the City, the County shall identify the cost for such service for each applicable Service Year. If the City accepts the County's proposed costs, it shall so signify by countersigning Attachment A.
- D. **Services Provided by City:** In exchange for receiving licensing revenue support from the County, the City will provide the following services:
1. Include inserts regarding animal licensing in bills or other mailings as may be allowed by law, at the City's cost. The County will provide the design for the insert and coordinate with the City to deliver the design on an agreed upon schedule.
  2. Dedicate a minimum level of volunteer/staff hours per month (averaged over the year), based on the City's Licensing Revenue Target for the Year (as



specified/selected in Attachment A) to canvassing and/or mailings and outbound calls to non-renewals. City volunteer/staff hour requirements are scaled based on the size of the Licensing Revenue Target per Table A below:

**Table A: Volunteer/Staff Hours to be Provided by City**

If the Licensing Revenue Target for the Service Year is between:	The City shall provide volunteer/staff hours support (averaged over the year)
\$0 and \$5,000	9 hours per month
\$5,001-\$10,000	18 hours per month
\$10,000-\$20,000	27 hours per month
\$20,001 and \$40,000	36 hours per month
>\$40,000	45 hours per month

3. Provide representation at a minimum of two public events annually to inform City residents about the Animal Services Program and promote pet licensing.
4. Inform City residents about the Animal Services Program and promote pet licensing utilizing print and electronic media including the city's website, social media, community brochures and newsletter ads/articles, signage/posters and pet licensing applications in public areas of city buildings and parks.
5. Appoint a representative to serve on the joint City-County marketing subcommittee; this representative shall attend the quarterly meetings of the subcommittee and help shape and apply within the City the joint advertising strategies developed by consensus of the subcommittee.

**E. Selection of Licensing Revenue Target and Payment for Licensing Revenue Support:**

1. For **Licensing Revenue Support Cities** (those identified in Exhibit C-5 of the Agreement):  
In 2014 and 2015, Licensing Revenue Support Cities may receive licensing revenue support intended to generate total annual Licensing Revenue at or above the Revenue Goal in Table 1 of Exhibit C-5. The City will receive a **Licensing Revenue Credit or Charge** at Reconciliation in accordance with the calculations in Table 2 of Exhibit C-5. A Licensing Revenue Support City may request service under subparagraph 2 below.
2. For **all other Contacting Cities**: The City will identify a proposed Licensing Revenue Target in Attachment A. The County may propose an alternate Revenue Target. If the Parties agree upon a Licensing Revenue Target, the County shall identify its annual cost to provide service designed to achieve the target. At Reconciliation, the City shall be charged for licensing support service at the cost specified and agreed in Attachment A (the "Licensing Revenue Charge"),



*regardless of the amount of Licensing Revenue received by the City during the Service Year (see Exhibit D of the Agreement for additional detail).*

**F. Other Terms and Conditions:**

1. Before January 31 of the Service Year, each Party will provide the other with a general calendar of in-kind services to be provided over the course of the Service Year.
2. Each Party will provide the other with a monthly written report of the services performed during the Service Year.
3. Either Party may terminate this Contract with or without cause by providing not less than 2 months' advance written notice to the other Party; provided that all County costs incurred to the point of termination remain chargeable to the City as otherwise provided.
4. All terms of the Agreement, except as expressly stated otherwise herein, shall apply to this Contract, and Capitalized Terms not defined herein have the meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services to be executed effective as of this \_\_\_\_ day of \_\_\_\_, 201\_\_.

**King County**

**City of \_\_\_\_\_**

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
By:  
Mayor /City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney



**Exhibit F: Attachment A**  
**LICENSING REVENUE SUPPORT SERVICES REQUEST**

(to be completed by City requesting licensing support services; one request per Service Year except for a Licensing Support City with a Licensing Revenue Target over \$20,000/year; final terms subject to adjustment by County and agreement by City confirmed in writing, executed and appended to the Contract for Licensing Support Services—**Exhibit F** of the *Animal Services Interlocal Agreement for 2013 Through 2015* ("the Agreement") dated effective as of July 1, 2012.)

1. City \_\_\_\_\_ Date of Request: \_\_\_\_\_
2. Licensing Revenue Target (the amount by which the City seeks to increase its revenues in the Service Year): \$ \_\_\_\_\_

*Note:*

- For Licensing Revenue Support Cities, the Licensing Revenue Support Target is defined in **Table 1** of **Exhibit C-5** of the Agreement, unless the Parties otherwise agree.
  - The amount of volunteer/staff hours and other in-kind services required of the City in exchange for receipt of licensing support services is based on the size of the Licensing Revenue Target (see Licensing Support Contract/ **Exhibit F** of Agreement).
3. Contact person who will coordinate City responsibilities associated with delivery of licensing support services:  
 Name:  
 Title:  
 Phone:  
 Fax:

I understand that:

- A. provision of licensing revenue support services is subject to the County determining it has staff available to provide the services;
- B. For Contracting Cities other than Licensing Revenue Support Cities, the County may propose an adjustment in the requested Licensing Revenue Target;
- C. the County will, by September 1 of the current calendar year, provide the City with a firm cost to provide the amount of licensing support services the County proposes to provide by completing this **Attachment A**;
- D. the County cannot verify and does not guarantee a precise level of Licensing Revenues to be received by the City as a result of these services;
- E. Receipt of service is subject to County and City agreeing on the Licensing Revenue Target and County charge for these services (incorporated in



calculation of the **Licensing Revenue Credit/Charge** per the Agreement), and  
executing the Licensing Support Contract (Exhibit F of the Agreement).

Request signed as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

City of \_\_\_\_\_

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

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

**To be completed by King County:**

The County offers to provide the City licensing revenue support services in Service Year 201\_\_ intended to generate \$\_\_\_\_\_ (the "Licensing Revenue Target") in additional Licensing Revenue for a total Service Year cost of \$\_\_\_\_\_, some or all of which cost may be charged to the City in calculating the Licensing Revenue Charge, as further described in the Licensing Support Contract and Exhibits C-5 (for Licensing Support Cities) and D of the Agreement.

**King County**

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

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

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

**To be completed by the City:**

The County offer is accepted as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

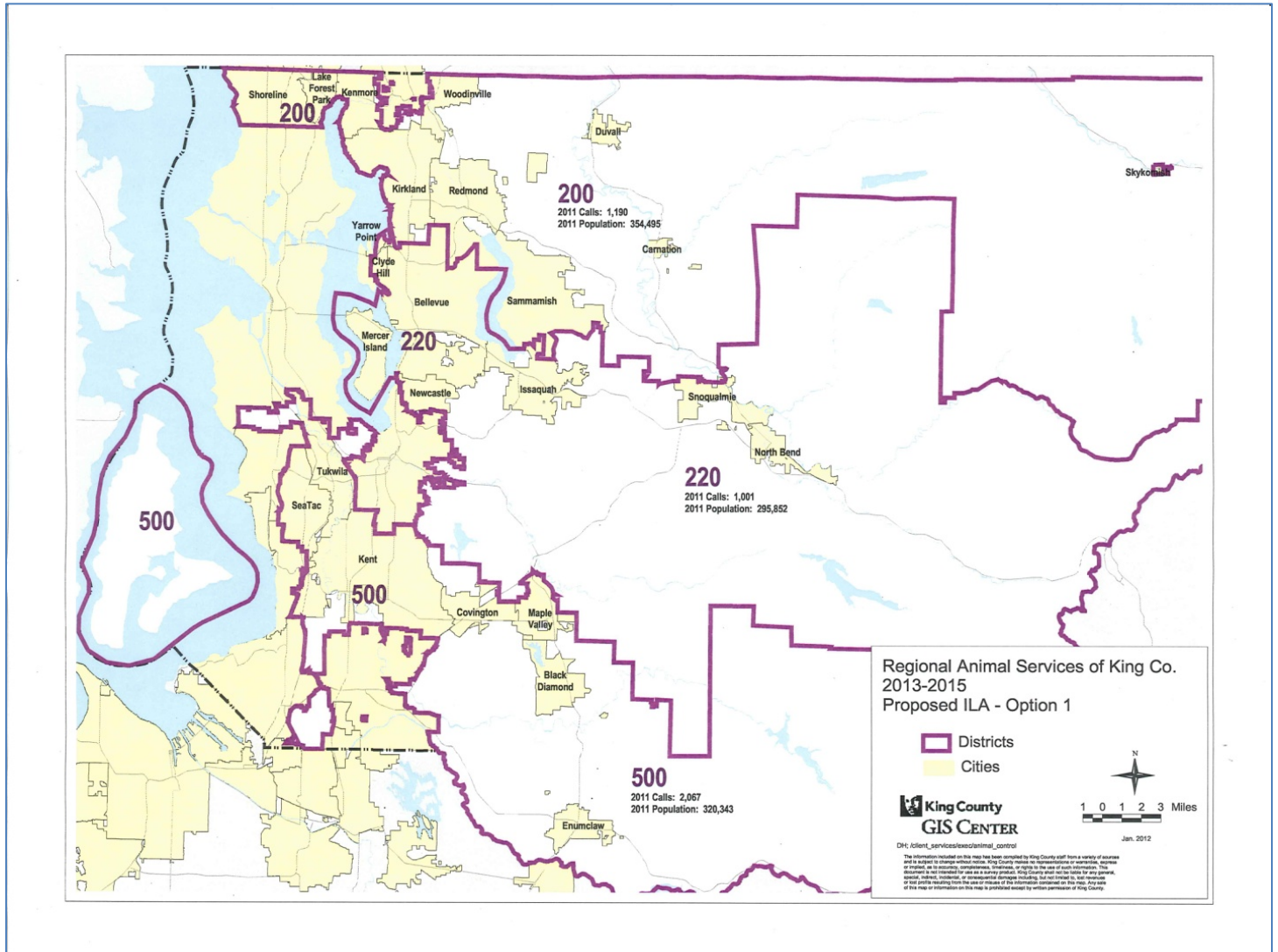
City of \_\_\_\_\_

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

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



## RASKC Jurisdiction Map



## RASKC Partner City List

District 200 (North)	District 220 (East)	District 500 (South)
Carnation	Town of Beaux Arts	Black Diamond
Duvall	Bellevue	Covington
Kenmore	Clyde Hill	Enumclaw
Kirkland	Issaquah	Kent
Lake Forest Park	Mercer Island	Maple Valley
Redmond	Newcastle	Seatac
Sammamish	North Bend	Tukwila
Shoreline	Snoqualmie	
Woodinville	Yarrow Point	
All the districts include the surrounding unincorporated King County		