



## AGENDA

### SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, May 8, 2017  
5:45 p.m.

Conference Room 303 · Shoreline City Hall  
17500 Midvale Avenue North

TOPIC/GUESTS: Stephen Norman with King County Housing Authority

### SHORELINE CITY COUNCIL REGULAR MEETING

Monday, May 8, 2017  
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) Approving Minutes of Regular Meeting of March 27, 2017	<u>7a1-1</u>	
Approving Minutes of Regular Meeting of April 10, 2017	<u>7a2-1</u>	
(b) Approving Expenses and Payroll as of April 21, 2017 in the Amount of \$1,156,519.55	<u>7b-1</u>	
(c) Motion Authorizing the City Manager to Execute a Joint Use Agreement Between the City of Shoreline and Shoreline School District	<u>7c-1</u>	
(d) Adopting Resolution No. 409 – Surplus Vehicles and Equipment in Accordance with SMC 3.50.030(B)	<u>7d-1</u>	
<b>8. ACTION ITEMS</b>		
(a) Public Hearing on the 2018-2023 Transportation Improvement Plan	<u>8a-1</u>	7:20

- (b) Public Hearing and Discussing Ord. No. 781 Granting a Non-Exclusive Franchise to MCIMetro Access Transmission Services Corp., dba Verizon Access Transmission Services, to Construct, Operate, and Maintain a Telecommunications Fiber Optic System Within City Rights-of-Way 8b-1 7:35

*Public hearings are held to receive public comment on important matters before the Council. Persons wishing to speak should sign in on the form provided. After being recognized by the Mayor, speakers should approach the lectern and provide their name and city of residence. Individuals may speak for three minutes. Public hearings should commence at approximately 7:20 p.m.*

**9. ADJOURNMENT** 8:05

*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, March 27, 2017  
7:00 p.m.

Council Chambers - Shoreline City Hall  
17500 Midvale Avenue North

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

ABSENT: Deputy Mayor Winstead

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 Deputy Mayor Winstead.

**Councilmember McConnell moved to excuse Deputy Mayor Winstead for personal reasons. The motion was seconded by Councilmember Hall and pass unanimously, 6-0.**

(a) Proclamation of Cesar Chavez Day

Mayor Roberts read a proclamation declaring March 31, 2017 as Cesar Chavez Day in the City of Shoreline. Melany Flores, Ricardo Pineda, and Michelle Morales-Lopez, members of the Shorewood High School Latino Club, accepted the proclamation. They thanked the Council for honoring Cesar Chavez, and shared he was a great hero that fought for civil rights for everyone and improved working conditions and wages for Latino immigrant farm workers. They talked about the importance of Mr. Chavez's nonviolence protests and said they are still in practice today. They spoke on the importance of preserving diversity and read Cesar Chavez quotations.

3. REPORT OF CITY MANAGER

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

4. COUNCIL REPORTS

Mayor Robert shared that King County Councilmember Rod Dembowski attended the City Council Dinner Meeting and invited him to the podium to say a few words. Councilmember Dembowski said he values the great partnership between King County and the City of Shoreline

and working together on issues related to transit, affordable housing, human services, Light Rail, the 145<sup>th</sup> Street Corridor, and environmental protection.

Mayor Roberts reported attending a Puget Sound Regional Council Executive Board Meeting. He said biannual budget recommendations were discussed and a 4% dues increase is recommended for 2018 to help build up reserve funds.

5. PUBLIC COMMENT

Christaino, Shoreline resident, grocery store manager, and UFWC 21 Member, talked about Secured Scheduling Regulations. He said it would help workers better meet their family commitments and personal obligations. He shared the 14 day advanced notice of a schedule change will benefit workers and urged Council to pass the proposal.

Kevin Sendall, Seattle resident, Shoreline Fred Meyer employee, and UFWC 21 Member, said his secure schedule allows him to live life outside of work, but shared many people are not so lucky. He talked about the negative impact to families that do not have secure scheduling and said the proposal would allow employees to plan their lives.

Margaret Willson, Shoreline resident, shared the Urban Land Institute is holding their spring meeting in May and read information on what the Institute does. She stated a session will be presented entitled "Making it at City Hall", and read the description. She thanked Planning staff for their recommendation to remove the density bonus from single family zoning in the Deep Green Incentive Program and urged the Council to follow their recommendation.

Sean Beavers, Seattle resident and Full Service Workers Alliance, commented that the Secure Scheduling Regulations will take away freedom and flexibility restaurants and coffee shops offer to employees. He said they were puzzled that the Seattle City Council did not get their message that they are not subject to abusive scheduling. He cautioned that the regulations would lead to unionizing restaurants, retail, and coffee shops, and asked Council to wait to see the impact it has on the City of Seattle.

Simone Barron, Seattle resident and Full Service Workers Alliance, spoke against the Secured Scheduling Ordinance. She said it has the potential to harm employees and negatively impact employers. She said flexibility is a sought after perk, a cornerstone of the services industry, and the Ordinance would limit the freedom of flexibility. She encouraged Councilmembers to speak to service workers and get their feedback before passing the Ordinance.

Sean David, Seattle resident and Full Service Workers Alliance, shared that the legislation is not to help workers but to help special interest groups. He asked the Council to consider the damaging effects the regulations would have on businesses, workers, and the Community.

Alex, Shoreline resident and UFCW 21 Member, spoke about the difficulty of scheduling lives around unpredictable work schedules. He shared the plight of grocery workers trying to balance their work life with unpredictable schedules. He said some workers are protected by union



contracts, but non-union members have challenges balancing it all, and asked the City to support a secure working schedule.

Barbara Twaddell, Shoreline resident, expressed relief over staff's recommendation to not include a density bonus in R-4 and R-6 zones for the Deep Green Incentive Program. She shared it is not worth the minimum environmental benefit and that it could cause more harm. She said she hopes the Ordinance is approved with the recommended changes.

Leah Missik, Seattle resident and Built Green Manager, explained how homes are built green to be certified at the top tier of Emerald and 5 Star. She said on average Built Green 5 Star homes save 1,244 lbs. of carbon dioxide per year, and shared other environmental benefits and savings.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

**Upon motion by Councilmember Hall and seconded by Councilmember McGlashan, and unanimously carried, 6-0, the following Consent Calendar items were approved:**

(a) Approving Minutes of Regular Meeting of January 30, 2017 and Minutes of Meeting of February 13, 2017

(b) Approving Expenses and Payroll as of March 10, 2017 in the Amount of \$2,555,777.25

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
1/29/17-2/11/17	2/17/2017	70623-70844	14800-14818	66116-66123	\$719,001.98
2/12/17-2/25/17	3/3/2017	70845-71073	14819-14837	66240-66245	\$546,571.31
					\$1,265,573.29

**\*Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
2/28/2017	1118	\$5,058.20
		\$5,058.20

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
2/14/2017	65992	65993	\$250.00

2/16/2017	65994	65996	\$135,060.97
2/16/2017	65997	66000	\$70,391.74
2/16/2017	66001	66014	\$60,331.30
2/16/2017	66015	66029	\$66,520.86
2/16/2017	66030	66037	\$160.79
2/16/2017	66038	66056	\$17,986.74
2/16/2017	66057	66074	\$23,522.50
2/16/2017	66075	66079	\$978.20
2/16/2017	66080	66080	\$105.75
2/22/2017	66081	66082	\$37,198.05
2/23/2017	66083	66083	\$1,234.44
2/23/2017	66084	66087	\$115,135.53
2/23/2017	66088	66097	\$34,442.74
2/24/2017	66098	66115	\$56,534.57
3/1/2017	66124	66128	\$36,916.10
3/1/2017	66129	66143	\$66,376.86
3/1/2017	66144	66158	\$36,775.04
3/2/2017	66159	66164	\$68,824.44
3/2/2017	66165	66178	\$40,224.37
3/2/2017	66179	66192	\$118,717.05
3/7/2017	66193	66204	\$138,350.16
3/7/2017	66205	66215	\$88,713.22
3/8/2017	66216	66223	\$15,073.03
3/8/2017	66224	66239	\$55,321.31
			<u>\$1,285,145.76</u>

**(c) Authorizing the City Manager to Execute a Grant Funding Agreement for TIB Complete Streets**

**(d) Adopting Resolution No. 406 - Rejecting All Bids for the Bike Plan Implementation Project and Authorizing the Public Works Director to Make Further Calls for Bids in the Same Manner as the Original Call for Bids**

8. ACTION ITEMS

(a) Appointing Parks, Recreation and Cultural Services/Tree Board Members

John Norris, Assistant City Manager, shared that John Hoey, Besty Roberston, and Christine Southwick terms on the Parks, Recreation and Cultural Services/Tree Board will expire in 2017. He said the City Council Subcommittee is recommending their reappointment to the Board to serve a second four year term, from 2017-2021.

**Councilmember Hall moved to waive the Council Rules of Procedure Section 2.4 and reappoint John Hoey, Betsy Robertson, and Christine Southwick to the Parks, Recreation, and Cultural Services/Tree Board to serve their second four year term. The motion was seconded by Councilmember Salomon.**

Councilmember Hall stated there are great people working on the Parks Board and thanked them for their hard work and for volunteering their services. Councilmember McGlashan agreed and said he is always excited to see people volunteer to serve another term. Councilmember Salomon expressed gratitude for their services and said he heard complimentary things about them. He noted the applicant pool was impressive, thanked applicants for their interest in serving, and encouraged them to continue to serve the City in some capacity.

**The motion passed unanimously, 6-0.**

9. STUDY ITEMS

(a) Discussing the 2017-2019 City Council Goals and Workplan

John Norris, Assistant City Manager, provided a synopsis of Council's discussion on the 2017-2019 City Council Goals and Workplan that took place at the Strategic Planning Workshop held on March 3 and 4, 2017. He noted the Council's continued focus towards achievement of Vision 2029 and the determination that the Council Goals are still relevant. He explained amended language was added to Goal #2 and #3, and presented the proposed 2017-2019 City Council Goals are:

- Goal 1: Strengthen Shoreline's economic base to maintain the public services that the Community expects
- Goal 2: Improve Shoreline's infrastructure to continue the delivery of highly-valued public services
- Goal 3: Continue preparation for regional mass transit in Shoreline
- Goal 4: Expand the City's focus on equity and inclusion to enhance opportunities for community engagement
- Goal 5: Promote and enhance the City's safe community and neighborhood programs  
And initiatives

Mr. Norris said the Goals and Workplan are scheduled for adoption on April 10, 2017.

Councilmember Hall commended staff for doing a good job of capturing the strategic planning discussion and for the work completed in preparation of the Workshop. He reaffirmed that Council is continuing in the same direction with these goals, and that action steps relating to mass transit were updated.

Mayor Roberts expressed thanks to staff and said the update to the goals are a good reflection of Council's discussion. He clarified the Goals will come back to Council for adoption on the April 10, 2017 Consent Calendar.

(b) Discussing Ordinance No. 760 - Amending the Shoreline Municipal Code to Implement a Deep Green Incentives Program

Miranda Redinger, Senior Planner, recalled the Council adopted the Climate Action Plan in 2013 with the goal of reducing the City's carbon footprint; performed a carbon wedge analysis to map

out how to achieve the goals; joined King County Cities Climate Collaboration in 2014; adopted the Living Building Challenge Ordinance in 2015; and shared other efforts and projects supportive of the Climate Action Plan. She provided an overview of the required criteria to achieve certification for living buildings, and reviewed proposed incentive packages. She stated the two incentive categories are a Fee Waiver or Reduction, and Exemptions or Departures from Development Standards; and the three tiers of incentives are:

- Tier 1 (100% incentives)-Living Building Challenge or Living Community Challenge
- Tier 2 (75% incentives)-Petal Recognition or Built Green Emerald Star
- Tier 3 (50% incentives)-LEED Platinum, NZEB + Salmon Safe, or Built Green 5-Star

Ms. Redinger presented other potential fee reductions, potential departures from required City building standards, penalties for non-compliance, and stated certification requirement review will be performed by a third party. She said staff's recommendations are to remove the option for a density bonus in R-4 and R-6 zones; maintain 35 foot height limit in R-4, R-6, and MUR-35, and allow potential 10 foot height bonus in R-8, R-12, R-24, R-48, and TC for solar access. She explained why the name changed from the Living Building Challenge Ordinance to Deep Green Incentive, and asked the Council their preference for a name. She shared the Ordinance is scheduled for adoption on April 17, 2017, and informed Council about the Green Building Speaker Series to help educate the Community about green initiatives and sustainability strategies.

Councilmember McGlashan asked what the density bonus in residential neighborhoods would be. Ms. Redinger displayed a table showing Project Tiers for detached and attached homes along with the lot size, depicting how much of a density bonus would be granted. Councilmember McGlashan shared he is not supportive of the density bonus in residential neighborhoods at this time.

Councilmember McConnell stated she will be supporting the recommendation to remove the density bonus in residential neighborhoods and said the Community is not ready in any way to look like Seattle.

Councilmember Hall stated he does not support density bonus in residential neighborhoods, and shared that future growth should live near Light Rail for transportation benefits. He shared that 50% of carbon emissions come from the transportation sector and the rest of the carbon footprint comes from buildings. He pointed out the energy savings in apartment building is much greater than a free standing home. He said incentives to build more housing in existing residential areas should not be promoted. He is uncertain if he supports a departure from open space and lot coverage standards, and asked that an amendment be prepared to remove them from the Ordinance. He shared that height is experienced by neighbors therefore he does not support a height bonus in R-4, R-6 and R-8, and he prefers retaining the 10,000 minimum lot size to promote good development that fits in with the neighborhood.

Councilmember Scully agreed with Councilmember Hall's comments. He also recommended the City focus more on 3 and 4 Star certifications. He shared that Shoreline is not the place where super high end homes are being built and said he would rather see an improvement in the overall

quality of buildings. He agreed to not have density or height bonuses in MUR-35 zones and below, and said he does not see a huge impact to the neighborhood for the height bonus at MUR-45 and above. Ms. Redinger replied that the City should be rewarding what can be scaled and said a six story building is usually where efficiency reaches its maximum.

Councilmember Hall clarified that he supports a height bonus in R-12 and above.

Councilmember Salomon commented on the need to do right by the environment and to fight climate change in the most efficient and effective ways possible. He agreed with Councilmember Hall on the need to focus on transit oriented development and low carbon transportation options like Light Rail. He said Deep Green is a little of a departure from those ideas, and he is skeptical it will scale to the point where it really makes a big difference. He asked if the models serve some benefit to inspire people to get involved. He said he supports the Ordinance as described by Councilmember Hall.

Mayor Roberts questioned whether it is worth trying to achieve these energy efficient buildings instead of enacting incremental improvements to the Development Code, like making all roofs ready for solar installation regardless if an incentive is provided; or requiring more electric vehicle charging stations in new construction contributing to environmentally sustainable practices. Ms. Redinger responded that the Regional Code Collaboration is a group the City works with on new multi-family and commercial construction and wiring for electric vehicle charges has been adopted in the Code. She explained that the Code keeps raising the bar for energy efficiency requirements.

Mayor Roberts asked if it is standard practice to give the Director authority to modify green building standards at their discretion. Ms. Redinger explained the design review process and said there is director discretion. Mayor Roberts asked if there is a parking reduction in addition to the other parking reductions in the Code. Ms. Redinger responded there is not and said less parking reductions are available in the Deep Green Building Program.

Ms. Tarry clarified that staff will bring back amendments to remove the density bonus from R-4 and R-6 zones, add a height bonus for zones R-12 and above, remove open space and lot coverage incentives, and provide a clarification on the how parking reductions authorized through director discretion would be used in areas outside of MUR zones.

Councilmember McGlashan asked what bonuses and code departures would drive more deep green building development in Shoreline. Ms. Redinger responded that she will research it and report back to Council.

At 8:43 p.m. Mayor Roberts convened a five minute recess, and at 8:48 p.m., he reconvened the meeting.

- (c) Discussing External Workforce Secured Scheduling Regulation Discussion;  
Sponsored by Councilmembers Salomon and McConnell

Alex Herzog, CMO Management Analyst, shared about the genesis of Secure Scheduling and said the goal is to improve consistency, predictability, and livability for retail and service employees' work schedules. He reviewed provisions from four different models and the Secure Scheduling regulations adopted by the cities of Seattle and San Francisco. He discussed the steps needed to implement Secure Scheduling in Shoreline and potentials impact to the City.

Councilmember Scully stated he supports all of Seattle's proposals and having regional standards. He stated he is concerned about enforcement and likes the private right of action and protection being available to workers if they chose it.

Councilmember Salomon commented that the current economy provides less opportunity for upward mobility since the birth of the Labor Movement in the 1800s. He stated studies reveal from the past hundred years if you are born into a certain wage class, you live and die in that class, and he said that is a huge concern for him. He shared a story about his extended family immigrating to this country, and the need to renew the promise of America. He provided the example of a single parent in a low wage job attempting to go to school, but being unable to commit to school because of the irregularity of their work schedule. He said Secure Scheduling will help in this matter, and he would like to see the City implement regulations similar to Seattle for consistency. He asked Councilmembers for their feedback on enforcement mechanisms.

Councilmember McConnell commented that she would like to hear if Secure Scheduling works or not. She said it is difficult for workers to have a balanced life if they are unable to have a set schedule. She expressed concern about the management of the Ordinance and said she is not sure she wants to regulate this in an ordinance. She recommended that the City let employers know they need to treat employees with respect and not hold them hostage to an unpredictable schedule.

Councilmember Salomon explained that the private right of action allows workers to seek justice for rights that have been violated through the court system and the ability to ask for damages. He said it is self-enforcing because it is initiated by the worker and would not require the City to enforce the Code.

Councilmember McGlashan expressed interest in hearing from both sides on this issue. He shared that he has worked jobs that are flexible and enjoyed it. He asked why would an Ordinance be implemented but not enforced. He asked if this is an issue in Shoreline or if we are doing it because Seattle is. He said he understand the benefits of Secure Scheduling but he hesitates putting another regulation on businesses that could potentially hinder economic development, and he is unsure if this is necessary.

Councilmember Scully commented if an employer is already providing Secure Scheduling they are in compliance and will be fine and explained the remedy process in Fair Labor Standard Act Cases. He requested information on existing mechanisms of enforcement and stated he would not be willing to divert resources from other programs for enforcement.

Councilmember Salomon said provisions in the Ordinance allow employees to seek volunteers for shift swaps which provides workers with flexibility in their schedules. He said the Council

needs to speak for people who cannot speak so easily for themselves. He noted the Ordinance only applies to the larger employers.

Mayor Roberts stated this is part of a larger problem within this economic climate and that over the last twenty years there has been wage stagnation and a decrease in upward mobility. He said Secure Scheduling would reset the scale of power of employee versus the power of employer and he is happy to be having this discussion. He said there are a lot of good elements in Seattle's Ordinance, and there are some elements that are concerning, for example, the way Seattle differentiate between employees. He said all employees need to be treated equally. He expressed concern with private right of action, and said it works great in practice but he feels it perpetuates haves versus have nots. He commented on workers having the ability to access and be aware of the law, the barriers to get to private right of action, and the cost of securing a lawyer. He said a lot of outreach and proactive enforcement by the City would be needed for Secure Scheduling to be successful, and he is uncertain the City can address these issues with current resources.

Councilmember Salomon stated that law students could take these cases and finding legal representation would not be difficult. He said he does share concerns about what the damages would be and that the Ordinance could be written to say what damages are.

Councilmember McConnell stated she does not want to devote more staff time to this issue at this time.

Councilmember Hall stated that predictability in scheduling and income is very important and he understands the issue and its impact. He shared he sees great value in moving in this direction, and suggested using the opportunity to listen and learn more and see if the Seattle model is right. He commented on contemplating scenarios where Secure Scheduling would not benefit some employers. He expressed concern about enforcement, said he wants to learn more about it and he is not sure the City is ready to move forward with an Ordinance.

Councilmember McGlashan said he is comfortable with staff doing more research and seeing what Seattle comes up with.

Ms. Tarry said if the Council wants to see how the process is going in Seattle that data would be available around January of 2018 and staff can report back then.

## 10. ADJOURNMENT

At 9:23 p.m., Mayor Roberts declared the meeting adjourned.

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Jessica Simulcik Smith, City Clerk

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

Monday, April 10, 2017

Council Chambers - Shoreline City Hall  
17500 Midvale Avenue North

7:00 p.m.

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

**ABSENT:** Councilmember McGlashan

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 Deputy City Clerk, all Councilmembers were present with the exception of Councilmember McGlashan.

**Deputy Mayor Winstead moved to excuse Councilmember McGlashan for personal reasons. The motion was seconded by Councilmember Hall and passed unanimously, 6-0.**

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 Regional Water Quality Committee Meeting and stated a thorough briefing was provided on the investigation of the flooding of the West Point Wastewater Treatment Facility.

Councilmember McConnell reported attending the SeaShore Transportation Forum, and said Brian Doennebrink, Community Transit, provided an update on increases in transit service scheduled to begin September 2017.

5. PUBLIC COMMENT

John Osborne, Shoreline resident, thanked the Council for installing four signs on the Interurban Trail informing bicyclists to warn pedestrians when they are approaching. He said orange flags



should be placed on the signs to raise awareness of them. He said people have communicated to him they are afraid to use the trail because of the bicycles.

Thomas Foreman, Shoreline resident, commented on allowing transitional encampments in backyards. He compared it to his attempt to build an accessory dwelling unit on his property and said it is unfair that the encampments do not have to comply with the same requirements. He talked about the difficulties he had with the City during the permitting process and the excessive fees that were applied. He said he had to abandon the project only to receive a bill from the City. He talked about an encampment located near his home and the attempted burglary at his home, and said it is affecting his family's quality of life and they may have to move.

Carry Hadland, Shoreline resident, talked about transitional encampments, and cautioned that government issued identification does not capture a person's criminal history. He said the material required for tents identified in the Transitional Encampment Ordinance is inadequate and not fire resistant. He shared that an encampment near his home violated electrical code and it was never addressed. He asked the Council to define "temporary" to prevent abuse from people living in a transitional encampment on a long term basis.

Pam Cross, Shoreline resident, talked about underutilized space and asked what it is. She shared that she found the answer under Title V Federal Surplus Property for Use to Assist the Homeless. She asked if her underutilized space can be taken and used for public use. She talked about under-occupied homes, and said homelessness can be resolved without backyard encampments.

Cheryl Anderson, Shoreline resident, commented that she used the Interurban Trail until it became unsanitary and littered with trash. She said the spray used on the blackberries makes them inedible, that the trail is not a welcoming experience, and that police enforcement is needed. She shared how she supports homelessness and maintained underused property on her land. She said a new tiny home was built in her neighbor's yard requiring her to take precautions to ensure her privacy.

Ms. Tarry recommended that Ms. Anderson reach out to the Customer Response Team if the tiny home is presenting problems for her. She said staff will follow up with the flags for the signs on the Interurban Trail.

Councilmember Salomon asked for an update on Ordinance No. 762 Transitional Encampments' minimum lot size requirements to address backyard encampments. Ms. Tarry responded the Ordinance requires transitional encampments to have a 7,500 square foot minimum lot size to host up to 50 people, and another 150 feet for each addition resident, up to a maximum of 100, for a maximum duration of 180 days. She said there are also property separation requirements and the property has to be owned or leased by a religious or non-profit institution. She said based on these regulations it is unlikely there will be encampments eligible to be in residential backyards. Ms. Tarry also pointed out that the Budget Amendment scheduled for tonight's discussion does not encourage more transitional encampments.

## 6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

**Upon motion by Deputy Mayor Winstead and seconded by Councilmember Hall and unanimously carried, 6-0, the following Consent Calendar items were approved:**

**(a) Approving Minutes of Regular Meeting of February 27, 2017, Special Meeting of March 3-4, 2017, and Special Meeting of March 20, 2017**

**(b) Approving Expenses and Payroll as of March 24, 2017 in the Amount of \$850,426.13**

**\*Payroll and Benefits:**

<b>Payroll Period</b>	<b>Payment Date</b>	<b>EFT Numbers (EF)</b>	<b>Payroll Checks (PR)</b>	<b>Benefit Checks (AP)</b>	<b>Amount Paid</b>
2/26/17-3/11/17	3/17/2017	71074-71300	14838-14854	66271-66276	\$547,452.85
					<u>\$547,452.85</u>

**\*Accounts Payable Claims:**

<b>Expense Register Dated</b>	<b>Check Number (Begin)</b>	<b>Check Number (End)</b>	<b>Amount Paid</b>
3/15/2017	66246	66246	\$1,263.31
3/16/2017	66247	66257	\$56,145.18
3/16/2017	66258	66267	\$102,226.14
3/20/2017	66268	66268	\$1,276.83
3/22/2017	66269	66269	\$44,039.22
3/22/2017	66270	66270	\$897.82
3/23/2017	66277	66296	\$26,767.12
6/23/2017	66297	66314	\$70,357.66
			<u>\$302,973.28</u>

**(c) Adopting Ordinance. No. 766 - Designating Light Rail Station Subareas for Property Tax Exemption (PTE)**

**(d) Adopting the 2017-2019 Council Goals and Workplan**

8. STUDY ITEMS

**(a) Discussing Ordinance No. 773 - Amending the 2017 Budget for Uncompleted 2016 Operating and Capital Projects and Increasing Appropriations in the 2017 Budget**

Sara Lane, Administrative Services Director, and Rick Kirkwood, Budget Supervisor, presented the staff report. Ms. Lane reviewed that a re-appropriation, or carryover, allows the City Council to legally re-appropriate unexpended funds from the previous year's budget to the budget for the

current year. She shared the total carryover request is \$3.7 Million and increases the 2017 Budget to \$89.9 Million. She reviewed the impact of the carryovers to fund balances and stated Ordinance No. 773 is scheduled for adoption on April 24, 2017.

(b) Discussing 2017 Budget Amendment Ordinances

Ms. Lane stated the following four Ordinances will amend the 2017 Budget:

- Ordinance No. 774 - Amending SMC to Establish the Wastewater Utility Fund
- Ordinance No. 777 - Amending the 2017 Final Budget Increasing Appropriations in the General Fund, Municipal Art Fund and Wastewater Utility Fund, Decreasing Appropriation in the Street Fund and Amending the 2017 Salary Table and 2017 Budgeted Positions and FTE List of the 2017 Final Budget
- Ordinance No. 778 - Amending Fee Schedule of the SMC to Correct an Inadvertent Omission and Clerical Error
- Ordinance No. 779 - Amending the SMC in Relationship to Fee Waiver for Transitional Encampments

Ms. Lane reviewed that Ordinance No. 774 establishes a Wastewater Utility Enterprise Fund.

Councilmember Scully questioned why this is being done as an amendment and not as a part of the City's budget adoption. Ms. Lane responded that accounting standards require that the entire year's budget be adopted and the Ronald Wastewater District had not adopted their 2017 Budget at the time the City's Budget was adopted.

Ms. Lane reviewed that Ordinance No. 777 authorizes 2017 Budget Amendments. She reviewed impacts to the budget, regular full time employee counts (FTE), and fund balances. She stated \$18,334,052 is the total amendment request and is primarily the incorporation of the Ronald Wastewater District Budget. She said amendments also include an increase in Administrative Services FTE count by .37; an increase in Parks, Recreation, and Cultural Services FTE count by .50 for the Arts Coordinator position; and adds 14 Wastewater Employees to the City's FTE count. She reviewed the impact of Ordinance No. 777, and noted the City's 2017 Budget is \$2.3 Million ahead of what was anticipated.

Mayor Roberts asked if employee positions will remain under the Utility after the assumption on October 23, 2017. Ms. Lane responded that for 2017 they will be funded through the Utility, and said they are working out subsequent funding allocations that will be discussed during the 2018 Budget Process.

Mayor Roberts pointed out the increase in the Arts Coordinator position is funded partially through the Arts Funds, and asked if Councilmembers wanted to weigh in on this recommendation.

Ms. Lane stated that Ordinance No. 778 corrects the City's Fee Schedule for inadvertent errors and omissions, and Ordinance No. 779 includes new edits needed to implement transitional

encampment fee waiver regulations adopted by the City Council in Ordinance 762. Ms. Lane said the Ordinances are scheduled for adoption on April 24, 2017.

Mayor Roberts said the Ordinances can be placed on the Consent Calendar for adoption.

9. ADJOURNMENT

At 7:38 p.m., Mayor Roberts declared the meeting adjourned.

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Bonita Roznos, Deputy City Clerk

DRAFT

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

**AGENDA TITLE:** Approval of Expenses and Payroll as of April 21, 2017  
**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 \$1,156,519.55 specified in the following detail:

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
3/26/17-4/8/17	4/14/2017	71522-71749	14871-14889	66528-66533	\$554,351.02
					\$554,351.02

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
4/13/2017	66482	66499	\$177,718.89
4/13/2017	66500	66507	\$522.90
4/13/2017	66508	66527	\$53,646.85
4/17/2017	66534	66534	\$8,404.11
4/20/2017	66535	66536	\$49,297.75
4/20/2017	66537	66543	\$54,785.14
4/20/2017	66544	66558	\$21,305.08
4/20/2017	66559	66575	\$60,355.17
4/21/2017	66576	66589	\$80,563.22
4/21/2017	66590	66605	\$95,569.42
			\$602,168.53

Approved By: City Manager **DT**

City Attorney **MK**

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
<b>Batch ID:</b> P041017A				
<b>Batch Date:</b> 04/13/2017				
<b>Posting Date:</b> 04/13/2017				
00066482	BROWN AND CALDWELL	CONTRACT, 2017 SURFACE WATER	3018165	<u>56,521.25</u>
			<b>Check Total:</b>	<u>56,521.25</u>
00066483	CAPITOL STRATEGIES CONSULTING	CONTRACT, STATE LOBBYING	1300007	<u>5,000.00</u>
			<b>Check Total:</b>	<u>5,000.00</u>
00066484	CASCADE ELITE GYMNASTICS INC	CONTRACT, INSTRUCTORS, YOUTH	2410041	<u>1,152.00</u>
			<b>Check Total:</b>	<u>1,152.00</u>
00066485	CONSOLIDATED PRESS PRINTING COMPANY	CONTRACT, PRINTING	1300006	3,150.85
		CONTRACT, RECREATION GUIDE	2408037	<u>9,572.31</u>
			<b>Check Total:</b>	<u>12,723.16</u>
00066486	GOLDFINCH BROS INC	REPLACE ONE INSULATED GLASS	1612300	<u>2,082.69</u>
			<b>Check Total:</b>	<u>2,082.69</u>
00066487	MARQUAM GROUP LTD	CONTRACT, SHAREPOINT	1602145	<u>1,627.50</u>
			<b>Check Total:</b>	<u>1,627.50</u>
00066488	NORTH AMERICAN YOUTH ACTIVITIES LLC	CONTRACT, YOUTH SOCCER	2410041	<u>2,310.00</u>
			<b>Check Total:</b>	<u>2,310.00</u>
00066489	OTAK INCORPORATED - WASHINGTON	CONTRACT, TWIN PONDS FIELD	2820329	<u>4,371.25</u>
			<b>Check Total:</b>	<u>4,371.25</u>
00066490	PACIFIC NW BUDO ASSOCIATION	CONTRACT, INSTRUCTOR, AIKIDO	2410041	<u>1,365.00</u>
			<b>Check Total:</b>	<u>1,365.00</u>
00066491	PALADIN DATA SYSTEMS CORP	CONTRACT, DATABASE MONITORING	1602145	325.00

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
			<b>Check Total:</b>	<u>325.00</u>
00066492	PORT MADISON GIS INC	CONTRACT, ASSET MANAGEMENT	1602013	<u>7,290.00</u>
			<b>Check Total:</b>	<u>7,290.00</u>
00066493	STANTEC CONSULTING SERVICES INC	CONTRACT, WASTEWATER CODE	1700024	<u>10,343.00</u>
			<b>Check Total:</b>	<u>10,343.00</u>
00066494	TRU MECHANICAL INC	RETAINAGE ON INV 4863	0010000	-19.73
		CONTRACT, HVAC MAINTENANCE	1612300	1,530.17
		CONTRACT, SHORELINE POOL	3119348	10,000.00
		CONTRACT, SHORELINE POOL	3121180	<u>20,000.00</u>
			<b>Check Total:</b>	<u>31,510.44</u>
00066495	VARSITY CONTRACTORS INC	JANITORIAL SVCS, POLICE	2005031	811.00
		JANITORIAL SVCS, POOL	2410039	3,512.00
		JANITORIAL SRCS, RICHMOND	2410041	574.08
		JANITORIAL SVCS, RICHMOND	2410057	<u>673.92</u>
			<b>Check Total:</b>	<u>5,571.00</u>
00066496	VENTILATION POWER CLEANING INC	RETAINAGE ON INV 51412	0010000	-499.57
		CONTRACT, VACTORING AND CCTV	2709000	10,675.59
		CONTRACT, VACTORING AND CCTV	3017105	<u>264.99</u>
			<b>Check Total:</b>	<u>10,441.01</u>
00066497	WEST COAST CODE CONSULTANTS INC	CONTRACT, STRUCTURAL PLAN	2506139	<u>2,039.15</u>
			<b>Check Total:</b>	<u>2,039.15</u>
00066498	WOOLPERT INC	CONTRACT, CITYWORKS	1602013	<u>22,771.44</u>
			<b>Check Total:</b>	<u>22,771.44</u>
00066499	WPX COURIER LLC	CONTRACT, COURIER SERVICES	1601015	<u>275.00</u>
			<b>Check Total:</b>	<u>275.00</u>
			<b>Total Paid:</b>	<u>177,718.89</u>

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
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"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers **00066482** through **00066499** and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."



Sara S. Lane, Administrative Services Director

4/14/17

Date



# City of Shoreline

## Expense Register

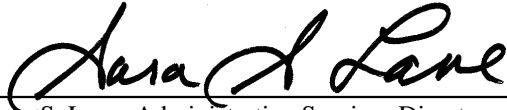
Check	Payee	Description	Org Key	Amount
<b>Batch ID:</b> O041017A				
<b>Batch Date:</b> 04/13/2017				
<b>Posting Date:</b> 04/13/2017				
00066500	ALEXANDER,MIA	REFUND-PARKS PROGRAM	0010000	<u>7.00</u>
				<b>Check Total:</b> <u>7.00</u>
00066501	BRACKEN,MARTHA	REFUND-PARKS PROGRAM	0010000	<u>20.00</u>
				<b>Check Total:</b> <u>20.00</u>
00066502	HORVATH,DAWN	REFUND-PARKS PROGRAM	0010000	<u>16.00</u>
				<b>Check Total:</b> <u>16.00</u>
00066503	KENNY,VICTORIA	REFUND-PARKS SECURITY DEPOSIT	0010000	<u>200.00</u>
				<b>Check Total:</b> <u>200.00</u>
00066504	KRISHNAN,JAYA	REFUND-PARKS PROGRAM	0010000	<u>37.90</u>
				<b>Check Total:</b> <u>37.90</u>
00066505	NAKOUR,SANAD	REFUND-PARKS SECURITY DEPOSIT	0010000	<u>200.00</u>
				<b>Check Total:</b> <u>200.00</u>
00066506	SMITH,TAIANA	REFUND-PARKS PROGRAM	0010000	<u>12.00</u>
				<b>Check Total:</b> <u>12.00</u>
00066507	YAMAGUCHI,ERICA	REFUND-PARKS PROGRAM	0010000	<u>30.00</u>
				<b>Check Total:</b> <u>30.00</u>
				<b>Total Paid:</b> <u>522.90</u>

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
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"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers **00066500** through **00066507** and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."



Sara S. Lane, Administrative Services Director

4/14/17

Date

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
<b>Batch ID:</b> O041017B				
<b>Batch Date:</b> 04/13/2017				
<b>Posting Date:</b> 04/13/2017				
00066508	ALL BATTERY SALES & SERVICE	BATTERY RECYCLING	2708092	<u>163.33</u>
				<b>Check Total:</b> <u>163.33</u>
00066509	AMAZON WEB SERVICES INC.	SERVICE CHARGES	1602145	<u>1,698.12</u>
				<b>Check Total:</b> <u>1,698.12</u>
00066510	ARC DOCUMENT SOLUTIONS LLC	PRINTING SERVICES	2918151	<u>345.36</u>
				<b>Check Total:</b> <u>345.36</u>
00066511	AURORA RENTS INC	EQUIPMENT RENTAL	2709054	<u>546.11</u>
				<b>Check Total:</b> <u>546.11</u>
00066512	CITY OF SEATTLE	UTILITIES/ELECTRICITY	2005031	1,898.20
		UTILITIES/ELECTRICITY	2409038	96.23
		UTILITIES/ELECTRICITY	2726168	<u>1,087.18</u>
				<b>Check Total:</b> <u>3,081.61</u>
00066513	CITY OF SEATTLE	UTILITIES/WATER	2005031	165.47
		UTILITIES/WATER	2409038	79.60
		UTILITIES/WATER	2709054	<u>224.03</u>
				<b>Check Total:</b> <u>469.10</u>
00066514	COSTCO	CREDIT CARD CHARGES	1100001	79.78
		CREDIT CARD CHARGES	2410057	<u>128.36</u>
				<b>Check Total:</b> <u>208.14</u>
00066515	DALZELL,CORINA IONA	PROFESSIONAL SERVICES	2410041	<u>40.00</u>
				<b>Check Total:</b> <u>40.00</u>
00066516	KC SHERIFFS OFFICE	POLICE SERVICES	2005035	<u>655.04</u>
				<b>Check Total:</b> <u>655.04</u>

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
00066517	KING COUNTY FINANCE	JAIL HOUSING	2103027	<u>32,708.48</u>
			<b>Check Total:</b>	<u>32,708.48</u>
00066518	MAIL N STUFF SERVICES	VOLUNTEER MAILING	1300008	<u>205.84</u>
			<b>Check Total:</b>	<u>205.84</u>
00066519	NAVIA BENEFIT SOLUTIONS	MONTHLY PROCESSING	1800026	<u>186.75</u>
			<b>Check Total:</b>	<u>186.75</u>
00066520	PACIFIC OFFICE AUTOMATION INC	EQUIPMENT LEASE	1602145	2,011.66
		EQUIPMENT LEASE	1608155	<u>5,463.20</u>
			<b>Check Total:</b>	<u>7,474.86</u>
00066521	ROSEBROOK,BRYAN	RETAINAGE RELEASE	0010000	<u>1,865.90</u>
			<b>Check Total:</b>	<u>1,865.90</u>
00066522	SCORE	JAIL SERVICES	2103027	<u>304.94</u>
			<b>Check Total:</b>	<u>304.94</u>
00066523	SEATTLE TIMES,THE	ADVERTISING	1200000	89.20
		ADVERTISING	2506137	<u>220.77</u>
			<b>Check Total:</b>	<u>309.97</u>
00066524	SHORELINE SCHOOL DISTRICT	FUEL USAGE	2709113	<u>1,203.41</u>
			<b>Check Total:</b>	<u>1,203.41</u>
00066525	WELLS,JENNIFER	EXPENSE REIMBURSEMENT	1126353	<u>35.75</u>
			<b>Check Total:</b>	<u>35.75</u>
00066526	WOLBRECHT-DUNN,BETHANY	EXPENSE REIMBURSEMENT	2005035	<u>1,065.46</u>
			<b>Check Total:</b>	<u>1,065.46</u>
00066527	ZUMAR INDUSTRIES INC	OPERATING SUPPLIES	2709054	1,078.68

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
			<i>Check Total:</i>	<u>1,078.68</u>
			<i>Total Paid:</i>	<u>53,646.85</u>

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers **00066508** through **00066527** and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."



Sara S. Lane, Administrative Services Director

4/14/17

Date

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
<b>Batch ID:</b> 0041717A				
<b>Batch Date:</b> 04/17/2017				
<b>Posting Date:</b> 04/17/2017				
00066534	US BANK			
		CREDIT CARD CHARGES	1000000	5,515.67
		CREDIT CARD CHARGES	1300007	1,539.82
		CREDIT CARD CHARGES	1601015	1,202.22
		CREDIT CARD CHARGES	2408037	<u>146.40</u>
			<b>Check Total:</b>	<u>8,404.11</u>
			<b>Total Paid:</b>	<u>8,404.11</u>

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

**00066534** through **00066534**

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."



Sara S. Lane, Administrative Services Director

4/21/17

Date

# City of Shoreline

## Expense Register

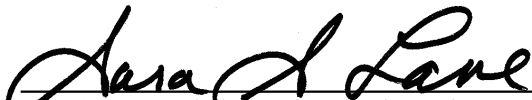
Check	Payee	Description	Org Key	Amount
<b>Batch ID:</b>	O041717B			
<b>Batch Date:</b>	04/20/2017			
<b>Posting Date:</b>	04/20/2017			
00066535- 00066536	US BANK			
		CREDIT CARD CHARGES	1000000	2,930.98
		CREDIT CARD CHARGES	1100001	2,031.85
		CREDIT CARD CHARGES	1200000	923.07
		CREDIT CARD CHARGES	1300006	94.20
		CREDIT CARD CHARGES	1300007	1,320.60
		CREDIT CARD CHARGES	1300008	1,029.92
		CREDIT CARD CHARGES	1500000	147.71
		CREDIT CARD CHARGES	1601015	65.57
		CREDIT CARD CHARGES	1601016	40.00
		CREDIT CARD CHARGES	1601024	892.89
		CREDIT CARD CHARGES	1601144	1,922.49
		CREDIT CARD CHARGES	1602018	979.59
		CREDIT CARD CHARGES	1602145	1,849.57
		CREDIT CARD CHARGES	1608114	500.94
		CREDIT CARD CHARGES	1612300	5,625.11
		CREDIT CARD CHARGES	1700024	1,237.28
		CREDIT CARD CHARGES	1800026	517.58
		CREDIT CARD CHARGES	2005031	107.87
		CREDIT CARD CHARGES	2005032	697.16
		CREDIT CARD CHARGES	2005034	214.88
		CREDIT CARD CHARGES	2005062	804.41
		CREDIT CARD CHARGES	2400011	13.00
		CREDIT CARD CHARGES	2408037	232.11
		CREDIT CARD CHARGES	2409038	3,199.67
		CREDIT CARD CHARGES	2410039	463.00
		CREDIT CARD CHARGES	2410041	1,394.88
		CREDIT CARD CHARGES	2410057	1,533.63
		CREDIT CARD CHARGES	2506046	75.48
		CREDIT CARD CHARGES	2506137	1,857.92
		CREDIT CARD CHARGES	2506139	651.47
		CREDIT CARD CHARGES	2506176	13.17
		CREDIT CARD CHARGES	2708052	849.99
		CREDIT CARD CHARGES	2709000	3,701.33
		CREDIT CARD CHARGES	2709054	1,758.14
		CREDIT CARD CHARGES	2709113	3,838.24
		CREDIT CARD CHARGES	2713065	275.00
		CREDIT CARD CHARGES	2713153	175.71
		CREDIT CARD CHARGES	2713241	992.16
		CREDIT CARD CHARGES	2713291	396.44
		CREDIT CARD CHARGES	2726168	561.71
		CREDIT CARD CHARGES	2913063	1,028.55
		CREDIT CARD CHARGES	2914179	160.97
		CREDIT CARD CHARGES	2918151	1,995.18
		CREDIT CARD CHARGES	3013064	175.71
		CREDIT CARD CHARGES	3330346	20.62
				<hr/>
			<b>Check Total:</b>	<u>49,297.75</u>

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
			<i>Total Paid:</i>	<u>49,297.75</u>

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers **00066535** through **00066536** and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."

  
Sara S. Lane, Administrative Services Director

4/21/17  
Date



# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
<b>Batch ID:</b> 0041417C				
<b>Batch Date:</b> 04/20/2017				
<b>Posting Date:</b> 04/20/2017				
00066537	CENTURYLINK	TELEPHONE	1602145	<u>343.90</u>
				<b>Check Total:</b> <u>343.90</u>
00066538	CITY OF SEATTLE	UTILITIES/ELECTRICITY	2726168	<u>43,691.17</u>
				<b>Check Total:</b> <u>43,691.17</u>
00066539	COMCAST OF WASHINGTON	HIGH SPEED INTERNET	1602145	11.00
		EOC SERVICES	2005062	<u>22.99</u>
				<b>Check Total:</b> <u>33.99</u>
00066540	ELECTRIC LIGHTWAVE	TELEPHONE	1602145	<u>3,416.61</u>
				<b>Check Total:</b> <u>3,416.61</u>
00066541	FRONTIER	TELEPHONE	1602145	<u>88.90</u>
				<b>Check Total:</b> <u>88.90</u>
00066542	RONALD WASTEWATER DISTRICT	UTILITIES/SEWER	1612300	618.54
		UTILITIES/SEWER	2005031	82.87
		UTILITIES/SEWER	2409038	2,197.47
		UTILITIES/SEWER	2410039	708.13
		UTILITIES/SEWER	2712255	241.06
		UTILITIES/SEWER	2819298	<u>56.50</u>
				<b>Check Total:</b> <u>3,904.57</u>
00066543	SHORELINE SCHOOL DISTRICT	SPARTAN GYM UTILITIES	2410041	<u>3,306.00</u>
				<b>Check Total:</b> <u>3,306.00</u>
				<b>Total Paid:</b> <u>54,785.14</u>

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
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"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

**00066537** through **00066543**

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."

  
Sara S. Lane, Administrative Services Director

4/21/17

Date

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
<b>Batch ID:</b> 0041717D				
<b>Batch Date:</b> 04/20/2017				
<b>Posting Date:</b> 04/20/2017				
00066544	CORONA, DAHLIA	EXPENSE REIMBURSEMENT	2005032	<u>158.98</u>
				<b>Check Total:</b> <u>158.98</u>
00066545	HALL, WILL	EXPENSE REIMBURSEMENT	1000000	<u>2,497.59</u>
				<b>Check Total:</b> <u>2,497.59</u>
00066546	LAMBERT, FRANK	EXPENSE REIMBURSEMENT	2709000	86.88
		EXPENSE REIMBURSEMENT	2709054	<u>130.31</u>
				<b>Check Total:</b> <u>217.19</u>
00066547	MACCOLL, SCOTT	EXPENSE REIMBURSEMENT	1300007	<u>915.23</u>
				<b>Check Total:</b> <u>915.23</u>
00066548	MARKLE, RACHAEL	EXPENSE REIMBURSEMENT	2506176	<u>48.42</u>
				<b>Check Total:</b> <u>48.42</u>
00066549	MCCONNELL, DORIS	EXPENSE REIMBURSEMENT	1000000	<u>89.29</u>
				<b>Check Total:</b> <u>89.29</u>
00066550	MCGLASHAN, KEITH	EXPENSE REIMBURSEMENT	1000000	<u>163.12</u>
				<b>Check Total:</b> <u>163.12</u>
00066551	MICKELSON, ADAM	PARTIAL GUARANTEE RELEASE	6500000	<u>15,616.00</u>
				<b>Check Total:</b> <u>15,616.00</u>
00066552	ROBERTS, CHRISTOPHER	EXPENSE REIMBURSEMENT	1000000	<u>591.75</u>
				<b>Check Total:</b> <u>591.75</u>
00066553	SCULLY, KEITH	EXPENSE REIMBURSEMENT	1000000	89.29

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
			<i>Check Total:</i>	<u>89.29</u>
00066554	SIMULCIK SMITH,JESSICA	EXPENSE REIMBURSEMENT	1200000	<u>131.84</u>
			<i>Check Total:</i>	<u>131.84</u>
00066555	TARRY,DEBRA	EXPENSE REIMBURSEMENT	1100001	<u>300.35</u>
			<i>Check Total:</i>	<u>300.35</u>
00066556	TAYLOR,JULIE	EXPENSE REIMBURSEMENT	1500000	<u>32.00</u>
			<i>Check Total:</i>	<u>32.00</u>
00066557	TOLTON,SUNI	EXPENSE REIMBURSEMENT	3330346	<u>366.67</u>
			<i>Check Total:</i>	<u>366.67</u>
00066558	WINSTEAD,SHARI	EXPENSE REIMBURSEMENT	1000000	<u>87.36</u>
			<i>Check Total:</i>	<u>87.36</u>
			<i>Total Paid:</i>	<u>21,305.08</u>

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

**00066544** through **00066558**

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."



Sara S. Lane, Administrative Services Director

4/21/17

Date

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
<b>Batch ID:</b> 0041717E				
<b>Batch Date:</b> 04/20/2017				
<b>Posting Date:</b> 04/20/2017				
00066559	AMERICAN DATA GUARD LLC	SHREDDING SERVICES	2005031	<u>50.00</u>
				<b>Check Total:</b> <u>50.00</u>
00066560	BRANDING IRON LLC,THE	PRINTING SERVICES	1300008	<u>200.66</u>
				<b>Check Total:</b> <u>200.66</u>
00066561	CODE PUBLISHING COMPANY	CODE UPDATES	1100001	<u>10.95</u>
				<b>Check Total:</b> <u>10.95</u>
00066562	DAILY JOURNAL OF COMMERCE	ADVERTISING	2819298	208.00
		ADVERTISING	3023335	<u>164.00</u>
				<b>Check Total:</b> <u>372.00</u>
00066563	DARLEY,DAMON	REFUND-PARKS DEPOSIT	0010000	<u>200.00</u>
				<b>Check Total:</b> <u>200.00</u>
00066564	DEPARTMENT OF LICENSING	CODE ENFORCEMENT SERVICES	2506060	<u>1.64</u>
				<b>Check Total:</b> <u>1.64</u>
00066565	DEPT OF REVENUE	Q1 2017 LEASEHOLD EXCISE TAX	0010000	<u>2,280.39</u>
				<b>Check Total:</b> <u>2,280.39</u>
00066566	HOFFMAN, DAVID F.	PROFESSIONAL SERVICES	2410041	<u>70.00</u>
				<b>Check Total:</b> <u>70.00</u>
00066567	LEMAY MOBILE SHREDDING	SHREDDING SERVICES	1200000	<u>199.80</u>
				<b>Check Total:</b> <u>199.80</u>
00066568	MURRELL,CARMEN	PARKS REFUND	0010000	77.00

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
			<b>Check Total:</b>	<u>77.00</u>
00066569	PACIFIC OFFICE AUTOMATION INC	EQUIPMENT MAINTENANCE	1602145	<u>7,801.28</u>
			<b>Check Total:</b>	<u>7,801.28</u>
00066570	PEREZ,JULIET	PARKS REFUND	0010000	<u>34.96</u>
			<b>Check Total:</b>	<u>34.96</u>
00066571	SMARSH INC	ARCHIVING	1602145	<u>200.00</u>
			<b>Check Total:</b>	<u>200.00</u>
00066572	STORAGE COURT OF SHORELINE	STORAGE UNIT RENTAL	1612300	640.00
		STORAGE UNIT RENTAL	2726168	<u>300.00</u>
			<b>Check Total:</b>	<u>940.00</u>
00066573	SUNGARD PUBLIC SECTOR INC.	PROFESSIONAL SERVICES	1602013	<u>3,058.43</u>
			<b>Check Total:</b>	<u>3,058.43</u>
00066574	TANG,LINDA	PARKS REFUND	0010000	<u>66.00</u>
			<b>Check Total:</b>	<u>66.00</u>
00066575	YAKIMA COUNTY DEPT OF CORRECTIONS	JAIL SERVICES	2103027	<u>44,792.06</u>
			<b>Check Total:</b>	<u>44,792.06</u>
			<b>Total Paid:</b>	<u>60,355.17</u>

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
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"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers **00066559** through **00066575** and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."



Sara S. Lane, Administrative Services Director

4/21/17

Date

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
<b>Batch ID:</b> P041717A <b>Batch Date:</b> 04/21/2017 <b>Posting Date:</b> 04/21/2017				
00066576	ATWORK!	CONTRACT, LANDSCAPING	2409038	<u>22,932.87</u>
			<b>Check Total:</b>	<u>22,932.87</u>
00066577	BLUELINE GROUP,THE	CONTRACT, ON-CALL	2713241	<u>782.00</u>
			<b>Check Total:</b>	<u>782.00</u>
00066578	BULLSEYE CREATIVE INC	CONTRACT, CREATE SHORELINE	2506046	<u>4,200.00</u>
			<b>Check Total:</b>	<u>4,200.00</u>
00066579	CALPORTLAND CO.	CONCRETE, ROCK AND UTILITY	2709054	<u>481.40</u>
			<b>Check Total:</b>	<u>481.40</u>
00066580	CEMEX	ROCK, SAND, ASPHALT	2709054	<u>155.53</u>
			<b>Check Total:</b>	<u>155.53</u>
00066581	CENTER FOR HUMAN SERVICES	CONTRACT, COUNSELING	2400011	<u>36,750.00</u>
			<b>Check Total:</b>	<u>36,750.00</u>
00066582	CITY OF MOUNTLAKE TERRACE	CONTRACT, VEHICLE UPFITTING	1608114	2,262.05
		CONTRACT, VEHICLE REPAIR	2709113	<u>3,782.93</u>
			<b>Check Total:</b>	<u>6,044.98</u>
00066583	COLLINS,KARIN D	CONTRACT, INSTRUCTOR	2410041	<u>98.00</u>
			<b>Check Total:</b>	<u>98.00</u>
00066584	DAMES,JOEL	CONTRACT, PHOTOGRAPHY	1300006	<u>283.50</u>
			<b>Check Total:</b>	<u>283.50</u>
00066585	DAVID O DEFENSE PLLC	CONTRACT, CONFLICT PUBLIC	2104030	900.00



# City of Shoreline

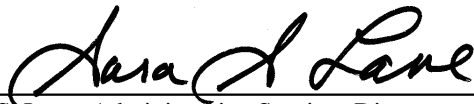
## Expense Register

Check	Payee	Description	Org Key	Amount
			<i>Check Total:</i>	<u>900.00</u>
00066586	ENVIROISSUES INC	CONTRACT, SERVICES, SOLID	2708092	<u>4,757.04</u>
			<i>Check Total:</i>	<u>4,757.04</u>
00066587	FLAMIATOS,LUCINDA MARIE	CONTRACT, INSTRUCTOR	2410041	<u>420.00</u>
			<i>Check Total:</i>	<u>420.00</u>
00066588	GRANICUS INC	CONTRACT, WEBSTREAMING	1602282	<u>1,549.90</u>
			<i>Check Total:</i>	<u>1,549.90</u>
00066589	KING COUNTY FINANCE	CONTRACT, I-NET SERVICES	1602145	<u>1,208.00</u>
			<i>Check Total:</i>	<u>1,208.00</u>
			<i>Total Paid:</i>	<u>80,563.22</u>

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

**00066576** through **00066589**

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."



Sara S. Lane, Administrative Services Director

4/21/17

Date

# City of Shoreline

## Expense Register

Check	Payee	Description	Org Key	Amount
<b>Batch ID:</b> P041717B				
<b>Batch Date:</b> 04/21/2017				
<b>Posting Date:</b> 04/21/2017				
00066590	KONE INC	CONTRACT, ELEVATOR	1612300	<u>480.60</u>
				<b>Check Total:</b> <u>480.60</u>
00066591	KRUCKEBERG BOTANIC GARDEN	CONTRACT, KRUCKEBERG BOTANIC	2409038	<u>10,000.00</u>
				<b>Check Total:</b> <u>10,000.00</u>
00066592	LAKE CITY PARTNERS ENDING	CONTRACT, SERVICES	2400011	<u>5,375.00</u>
				<b>Check Total:</b> <u>5,375.00</u>
00066593	LOUIS BERGER GROUP (DOMESTIC) INC,THE	CONTRACT, SERVICES, 25TH AVE	3023334	<u>9,239.20</u>
				<b>Check Total:</b> <u>9,239.20</u>
00066594	LYKES,MARY LEE	CONTRACT, INSTRUCTOR, DANCE	2410041	<u>315.00</u>
				<b>Check Total:</b> <u>315.00</u>
00066595	NEW BEGINNINGS	CONTRACT, PROVIDES SERVICES	2400011	<u>6,247.97</u>
				<b>Check Total:</b> <u>6,247.97</u>
00066596	NOYES,KARIN	CONTRACT, MINUTE WRITING	2506137	<u>455.00</u>
				<b>Check Total:</b> <u>455.00</u>
00066597	PETERSON,EMILY	CONTRACT, INSTRUCTOR, YOGA	2410041	<u>247.80</u>
				<b>Check Total:</b> <u>247.80</u>
00066598	SEKINE,ELISABETHA	CONTRACT, INSTRUCTOR, YOGA	2410041	<u>1,479.80</u>
				<b>Check Total:</b> <u>1,479.80</u>
00066599	SHORELINE HISTORICAL MUSEUM	CONTRACT, SHORELINE	2411042	<u>15,000.00</u>
				<b>Check Total:</b> <u>15,000.00</u>

# City of Shoreline


## Expense Register

Check	Payee	Description	Org Key	Amount
00066600	SHORELINE LAKE FOREST PARK ARTS	CONTRACT, SHORELINE-LFP ARTS	2411042	<u>15,000.00</u>
			<b>Check Total:</b>	<u>15,000.00</u>
00066601	STERICYCLE INC	DISPOSAL, AND COLLECTION	1612300	<u>51.80</u>
			<b>Check Total:</b>	<u>51.80</u>
00066602	STEWART MACNICHOLS HARMELL INC PS	CONTRACT, PRIMARY PUBLIC	2104030	<u>20,000.00</u>
			<b>Check Total:</b>	<u>20,000.00</u>
00066603	UNITED SITE SERVICES	RENTAL, PORTABLE RESTROOMS	2409038	<u>497.25</u>
			<b>Check Total:</b>	<u>497.25</u>
00066604	WEST COAST CODE CONSULTANTS INC	CONTRACT, REGULATORY PLAN	1126353	<u>9,680.00</u>
			<b>Check Total:</b>	<u>9,680.00</u>
00066605	WONDERLAND DEVELOPMENTAL CENTER	CONTRACT, PROVIDE SERVICES	2400011	<u>1,500.00</u>
			<b>Check Total:</b>	<u>1,500.00</u>
			<b>Total Paid:</b>	<u>95,569.42</u>

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

**00066590** through **00066605**

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."



Sara S. Lane, Administrative Services Director

4/21/17

Date

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

<b>AGENDA TITLE:</b>	Motion to Authorize the City Manager to Execute the 2017 Joint Use Agreement with the Shoreline School District
<b>DEPARTMENT:</b>	Parks, Recreation, and Cultural Services
<b>PRESENTED BY:</b>	Eric Friedli, PRCS Director
<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:**

In August 2000 the City of Shoreline and Shoreline School District (SSD) entered into a Joint Use Agreement (JUA) that approved the shared use of several City and school facilities. This agreement allows the City and School district to cooperatively schedule many buildings and athletic fields, maximizing the public benefit of these facilities. Both parties agreed that a coordinated and cooperative scheduling of public facilities is the best way to maximize facility use while ensuring that they are maintained as sustainable community assets.

Since 2000 there have been numerous addendums added to the JUA. In 2016 City and School District began a thorough review of the JUA to determine if it reflected current practices and needs of both organizations. The proposed 2017 JUA (Attachment A) replaces the previous JUA and its Addendums.

**FINANCIAL IMPACT:**

There are no financial impacts with this Motion.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the 2017 Joint Use Agreement between the City of Shoreline and the Shoreline School District.

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

## **INTRODUCTION**

In August 2000 the City of Shoreline and Shoreline School District (SSD) entered into a Joint Use Agreement (JUA) that approved the shared use of several City and school facilities. In 2016 City and SSD began a thorough review of the JUA to determine if it reflected current practices and met the needs of both organizations. The proposed 2017 JUA replaces the 2000 JUA and its addendums.

## **BACKGROUND**

In August 2000 the City of Shoreline and Shoreline School District (SSD) entered into a Joint Use Agreement (JUA) that approved the shared use of several City and school facilities. Since 2000 there have been numerous addendums added to the JUA. The proposed 2017 JUA consists of the JUA and 12 addendums, which provide supplemental terms for specific facilities covered by the agreement. This agreement allows the City and SSD to continue to cooperatively schedule many buildings and athletic fields, maximizing the public benefit of these facilities. Both parties agree that a coordinated and cooperative scheduling of public facilities is the best way to maximize facility use while ensuring that they are maintained as sustainable community assets.

The JUA recognizes that both the City and the School District serve the same population and its primary intent is to maximize the efficient use of our resources. For each property covered by the JUA it outlines the specific facilities included, who has maintenance responsibilities, and use and scheduling priorities. The JUA outlines insurance requirements, ownership of equipment and a process for requesting and making improvements to each other's property. The JUA does not have a termination date but either party may terminate it with 12 months written notice to the other party.

The original 2000 agreement includes the joint use of:

- Einstein Middle School Playfield and Hillwood Park,
- Kellogg Middle School Track/Infield and Hamlin Park,
- Shorecrest High School Ball fields and Hamlin Park Ball fields and Trails,
- Paramount School Park,
- Meridian Park School Tennis Courts,
- Shoreline Center and Shoreline Park, and
- Shoreline Pool.

Addendums to the JUA had also been executed to cover the joint use of:

- Spartan Recreation Center (2006, 2013),
- Sunset School site (2013), and
- Compost facility at Shorecrest High School (2003).

In addition to the JUA the City has other agreements with the SSD for:

- access to SSD maintenance facility through Hamlin Park (2009), and
- City use of the SSD fuel station east of Ridgecrest School.

## DISCUSSION

PRCS and SSD staff began meeting in 2016 to review and update the JUA. The original JUA and each addendum was reviewed and modified to match current practices. Attachment B provides a redlined comparison highlighting the changes proposed to the JUA and its addenda.

### Key Changes to the JUA and Addenda

The following key changes to the JUA and its various addenda were made:

1. **JUA Section 1:** language was added to clarify the process for requesting and approving the City's use of an elementary school for summer day camps. This language establishes a date by which the City will know what school will be available to us. It also emphasizes our need to use the same location for three years in a row.
2. **Addendum 1 – Einstein Middle School and Hillwood Park:** adds cross-country to the SSD uses of Hillwood Park.
3. **Addendum 2 - Hamlin Park Ballfields and Trails:** all references to the Shorecrest High School Ballfields have been eliminated as the City no longer uses them. It also states that the SSD makes limited use of the Hamlin Park Ballfields and adds clearance of downed limbs on the cross-country trails in Hamlin Park to the SSD responsibility.
4. **Addendum 6 – Shoreline Center:** This addendum previously had Shoreline Center and Shoreline Park combined. These have been separated into separate Addendums. This addendum was originally written prior to the opening of City Hall and when the City made extensive use of the Shoreline Center rooms for City Council meetings and other city business. Those sections have been deleted. The City maintains the right to use rooms in the Shoreline Center on a space available basis.
5. **Addendum 7- Shoreline Park:** Changes have been made to clarify the SSD priority scheduling process and timing for the tennis courts and soccer fields. It also references the possibility that the City may want to enter into an agreement with the SSD for maintenance of the soccer fields once they are replaced.
6. **Addendum 8 – Shoreline Pool:** Changes were made to allow the City to use the SSD scoreboard in the pool.
7. **Addendum 9 – Shoreview Park:** This addendum is new in 2017. This new addendum reflects current use of the Shoreview Park tennis courts by the SSD.
8. **Addendum 10 – Spartan Recreation Center:** Changes were made to designate parking for Spartan visitors and to clarify the need to work together for parking during special events. Maintenance and utility payment responsibilities were more clearly described to reflect current practices.
9. **Addendum D1 – Composting Facility:** This addendum discontinues the use of this facility as it is no longer operational.

### Community Feedback

The Draft JUA was presented to the PRCS/Tree Board at its March 23, 2017 meeting. The SSD Deputy Superintendent attended the meeting and participated in a question and answer session about the SSD. The Board was complimentary of the JUA but did not have specific comments.

### **FINANCIAL IMPACT**

There are no financial impacts with this Motion.

### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the 2017 Joint Use Agreement between the City of Shoreline and the Shoreline School District.

### **ATTACHMENTS**

Attachment A: Joint Use Agreement between the City of Shoreline and the Shoreline School District

Attachment B: Redlined comparison of 2000 Joint Use Agreement and Addendums with proposed Joint Use Agreement

**Joint Use Agreement  
between Shoreline School District #412  
and  
the City of Shoreline**

**TABLE OF CONTENTS**

Joint Use Agreement..... 1-7

**Addenda**

Einstein Middle School Playfield and Hillwood Park ..... Addendum 1

Hamlin Park Ballfields and Trails ..... Addendum 2

Kellogg Middle School Track/Infield and Hamlin Park ..... Addendum 3

Meridian Park School Tennis Courts..... Addendum 4

Paramount School Park ..... Addendum 5

Shoreline Center ..... Addendum 6

Shoreline Park..... Addendum 7

Shoreline Pool..... Addendum 8

Shoreview Park ..... Addendum 9

Spartan Recreation Center ..... Addendum 10

Sunset School Park..... Addendum 11

Composting Facility (Discontinued).....Addendum D1



**JOINT USE AGREEMENT**

**BETWEEN SHORELINE SCHOOL DISTRICT #412  
AND  
THE CITY OF SHORELINE**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The parties to this Agreement are: Shoreline School District #412 (DISTRICT) and the City of Shoreline, Washington (CITY). The signatories to this Agreement represent that they have authority to bind their respective principals. This Agreement is entered pursuant to RCW 39.34 (Interlocal Cooperation Act) and RCW 28A.335 (School District Property).

WHEREAS, the governing bodies of the City and District are mutually interested in an adequate program of community recreation; and

WHEREAS, said governing bodies are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of the community's health and vitality by providing for adequate programs of public recreation; and

WHEREAS, said governing bodies are also mutually interested in assuring public facilities are accessible and available for Shoreline School District students and the greater Shoreline community; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between City and District is necessary; and

WHEREAS, a joint use concept can best provide for the usage, maintenance and operation of existing public facilities for utilization by both parties; and

WHEREAS, a joint use agreement would also allow and encourage the City and District to work together in planning and developing public facilities for joint use, and

WHEREAS, the parties agree that coordinated and cooperative scheduling of public facilities is the best way to maximize the beneficial use of these facilities while ensuring that they are maintained as sustainable community assets; and

WHEREAS, the parties agree to amend their original Joint Use Agreement entered into August 29, 2000.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the District do agree as follows:

**1. School Facilities**

It is recognized that school properties are intended primarily for school purposes and for the benefit of individuals of school age. It is therefore agreed that, in planning programs and scheduling activities on school grounds, the needs and opportunities of such individuals will be provided for.

The District shall make school facilities available to the City which are suitable for community programs. Use of said facilities shall be in accordance with the policies and procedures of the District for the use of school facilities, by the laws of the State of

Washington, and as otherwise provided for in this Agreement. This shall include the District's policy on shared-decision making.

City requests for distribution of materials, including posting of fliers to the District's website, should be made through the Shoreline School District's Communications and Community Relations Office.

School District facilities or portions thereof, under lease to third parties are excluded from this Agreement.

This agreement does not entitle the City to sub-lease school district facilities to third party entities.

The Parties acknowledge the City's use of a school for summer camp is an important part of the City's Parks and Recreation program. They also acknowledge use of a site places extraordinary wear and tear on the facility and restricts the District's ability to perform normal summer cleaning and repairs while summer camp is in session. The District will make every effort to designate the same school for use by the City for summer camp for at least a period of three consecutive years before the designation is changed to another school in the District. The District will notify the City of the designated site for summer camp by September 1 of the fall preceding the year of camp; in the absence of such notice, the City may plan to use the same site used the previous year. This agreement notes the City prefers to use the following schools for summer camp: Echo Lake, Highland Terrace, Meridian Park, Parkwood, and Ridgecrest.

**2. City Facilities**

It is recognized that City properties are intended for utilization by and benefit to residents of all ages. It is therefore agreed that, in planning programs and scheduling activities on City property, the needs and opportunities of all age groups will be provided for.

The City shall make City facilities suitable for school programs available to the District. Use of said facilities shall be in accordance with the policies and procedures of the City in granting permits for the use of its facilities, by the laws of the State of Washington, and as otherwise provided for in this Agreement.

The City shall allow the District to display brochures, posters, or informational materials (pending space availability) at City facility locations.

**3. Addenda**

The parties may develop Addenda to the Agreement to provide supplemental terms for specific facilities.

**4. Scheduling**

The District and the City will engage in joint and cooperative scheduling of facilities. For this scheduling, each staff will keep foremost in its thoughts and actions the needs of

our youth. So that the investment of our taxpayers is fully realized, every attempt will be made to maximize the use of our public facilities.

The District and the City shall designate staff responsible for scheduling facilities. These staff members shall meet regularly as necessary to coordinate the scheduling of these facilities for use and maintenance activities in order to maximize the public benefit from these facilities while ensuring that the condition of these facilities is not degraded. In addition, these representatives shall develop standard use policies (e.g. field recovery time) that can be applied to the facilities of both agencies.

**5. Staffing**

The City shall provide adequate personnel to supervise City activities held in/on school facilities, and the District shall provide adequate personnel to supervise school activities held in/on City facilities. The personnel employed by each agency shall act under the supervision, rules, and regulations of that agency. The personnel of each party engaged in the performance of this Agreement shall not be considered employees or agents of the other party. Each Agency shall be responsible for the acts and omissions of its own officers, employees and agents. Neither party is responsible for the acts and omissions of any person or entity not a party to this Agreement.

**6. Fees**

The facilities of the District and the City shall be made available at no charge during regular hours of operation (hours during which building maintenance or appropriate supervisory staff are usually scheduled). However, when a requested use falls outside of the regular hours of operation, a fee may be assessed to cover the cost of staffing the facility during those hours.

**7. Dispute Resolution**

In the event a dispute arises as a result of implementation of this Agreement, resolution shall be addressed by the parties identified below in the following sequential order (as needed):

- a) Site-Based Supervisors;
- b) Designated Administrative Staff of School Superintendent and City Manager
- c) School Superintendent and City Manager

**8. Replacement of Materials/Equipment**

The City shall furnish and supply all expendable materials and equipment necessary for carrying on City-sponsored activity in/on school facilities unless otherwise agreed.

Note: In those situations where the City is the primary user of District equipment (such as volleyball nets, etc.), the City agrees to financially support the District in the periodic replacement of such equipment based on usage. In those situations where the District is the primary user of City equipment (such as bases, swim pool equipment, etc.), the District agrees to financially support the City in the periodic replacement of such

equipment based on usage. In both cases, the City and the District shall agree on a replacement schedule.

**9. Improvements, Maintenance, Operation and Refurbishment**

a) Subject to the written approval of the Superintendent of Schools, or his/her designated representative, the City may improve school grounds, athletic fields, and playground areas (including the installation of recreation equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate Addenda to this Agreement.

b) Subject to the written approval of the City Manager, or his/her designated representative, the District may improve park facilities (including the installation of school equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate Addenda to this Agreement.

c) It is further agreed that the plans, specifications and standards for the placement of all equipment, facilities and improvements upon said premises (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the agency owning the premises prior to any installation thereof, which approval shall not be unreasonably withheld.

d) The cost of maintaining, operating and refurbishing specific improved areas shall be borne proportionately by the City and the District as determined by the scheduled use of said area; and further, the City and the District agree to maintain such areas in good condition during the periods of their respective responsibility as will be addressed in separate Addenda to this Agreement.

**10. Agreement Development**

Representatives of the District and the City shall meet as necessary to address the issues that may arise and to discuss scheduling and maintenance issues, equipment replacement schedules, and potential co-funded capital projects. This Agreement and any Addenda thereto shall be reviewed at least annually by these representatives.

**11. Facilities Development**

The parties will involve each other in the planning and design development of new construction or the significant remodel of existing facilities. Upon request, the Superintendent of Schools or the City Manager shall designate a representative of their respective agencies to participate in the project planning process of the other. The purpose of this participation shall be to provide input on facilities development, to explore opportunities to create multipurpose facilities, to avoid unnecessary duplication of facilities, and to facilitate permitting of construction projects.

**12. Supremacy of Addendum**

Should the terms and conditions of any Addendum to this Agreement conflict in part or in total with the terms hereof, then the terms and conditions of the Addendum shall control in relation to the specific properties and/or activities identified in the scope of such Addendum. In addition, if the terms and conditions of this Agreement or an Addendum to this Agreement conflict in part or in total with state laws or other governing statutes, then the state law or other governing statute shall control.

**13. Force Majeure**

Neither party shall be held responsible or be considered in breach of this Agreement based upon events beyond their control or reasonably unforeseeable including, but not limited to, natural disasters, mechanical or structural failures, or unusual athletic success. Each party shall endeavor to notify the other as early as possible should such an event occur or if its likelihood of occurrence increases. The parties shall work to minimize the impact of such rare events on the rights and obligations articulated in this Agreement.

**14. Termination**

Either party may terminate this Agreement as it relates to any or all facilities upon giving to the other party twelve (12) months advance written notice of intention to terminate. In the event that termination deprives the non-terminating party of use of a co-funded facility or improvement, the party no longer having access shall be reimbursed its share of the depreciated value of any permanent improvements (e.g. sprinkler systems or buildings). Depreciated value shall be determined by reducing capital cost by 5% per year after the completion of construction or other method mutually agreed to by the parties. Any contributions by King County will be included in this calculation for payment.

**15. Indemnification/Hold Harmless**

The District shall indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the District's use of the City's facility or from the conduct of District business, or from any activity, work or thing done, permitted, or suffered by the District in or about the City's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

The City shall indemnify and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the City's use of the District's facility or from the conduct of City's use of the District's facilities or from the conduct of City business, or from any activity, work or thing done, permitted, or suffered by the City in or about the District's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the District.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, 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.

**16. Insurance**

The District and the City shall purchase and maintain for the duration of this Agreement Commercial General Liability insurance in an amount of not less than \$2,000,000 per occurrence limit and not less than \$2,000,000 general aggregate policy limit. The owner agency shall be named as an additional insured on the user agency's Commercial General Liability insurance policy. Each agency's Commercial General Liability insurance shall include coverage for participant liability. A certificate of insurance evidencing the required insurance shall be furnished to the other agency. The insurance certificate shall give a thirty (30)-day notice of cancellation.

The insurance policies shall contain, or be endorsed to contain that the insurance coverage of the party using the other's facility shall be primary insurance for liability arising from such use or facility responsibility. Any insurance, self-insurance, or insurance pool coverage maintained by the owner of the facility shall be in excess of the user's insurance and shall not contribute with it.

The aforementioned insurance coverage may be provided by comparable insurance risk pool coverage, and a coverage letter from the risk pool administrator may be provided in lieu of a certificate of insurance.

**17. Nondiscrimination**

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

**18. Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as may be modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager, City of Shoreline  
17500 Midvale Ave. N.  
Shoreline, WA 98133-4905

Superintendent, Shoreline School District  
18560 1<sup>st</sup> Ave. NE  
Shoreline, WA 98155-2148

**19. Severability**

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

**20. Entire Agreement**

This Agreement, including Addenda contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment or Addenda to this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

City Manager

Approved as to form:

BY \_\_\_\_\_

City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

Superintendent

Approved as to form:

BY \_\_\_\_\_

Shoreline School District Attorney

**ADDENDUM TO JOINT USE AGREEMENT**  
**EINSTEIN MIDDLE SCHOOL PLAYFIELD AND**  
**HILLWOOD PARK**

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Einstein Middle School Playfield**, located at 19343 3<sup>rd</sup> Avenue NW, **and Hillwood Park**, located adjacent to the school.

**A. Context and History**

The parties own neighboring parcels in Shoreline, Washington. Portions of each parcel contain a running track and infield. The City also has made facilities adjacent to track/infield available to the District for use by its students. These latter facilities include tennis courts and a multi-use softball/soccer field. District-funded improvements located on City property includes discus throwing area, irrigation and drainage, access ramp to and storage building located adjacent to restrooms.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Maintenance**

Track/Infield-- The District will maintain, repair, and prepare track/infield provided, however, that the City will maintain the restroom facilities located adjacent to the track/infield.

Discus Throwing Area--District will maintain and prepare discus throwing area; however, the party using the area will be responsible for setting up protective fencing.

Tennis Court --The City will maintain and repair tennis courts.

Softball/Soccer Field--From March through August, the City will prepare field for all scheduled softball usage. City will also maintain field for all City soccer use throughout the year. During September and October, the District will prepare field and perform any additional needed field maintenance for District softball and cross country usage, and be responsible for padding any soccer goals that are installed during this period of time. From November through February, no softball field usage will be scheduled.



**2. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities prior to, during, and following scheduled usage of such facilities by that party. It also is provided that Einstein School administrative and security staff will have authority to supervise student behavior in Hillwood Park during the school year.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_  
City Manager

Approved as to form:

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

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_  
Superintendent

Approved as to form:

BY \_\_\_\_\_  
Shoreline School District Attorney

## **ADDENDUM TO JOINT USE AGREEMENT**

### **HAMLIN PARK BALLFIELDS AND TRAILS**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Hamlin Park Ballfields and Trails**, located at 16006 15<sup>th</sup> Avenue NE.

#### **A. Context and History**

The parties own neighboring parcels in Shoreline, Washington. Portions of City-owned parcels have been historically used by the District for baseball, softball, cross country, and running athletic events. In 1996, the District and King County mutually determined they would jointly design, construct, and maintain a new athletic field on the District parcel. In 1997, King County transferred its ownership of the parks to the City of Shoreline.

District Development Responsibility-- The District constructed a new softball field which meets requirements for use by both the District and the City. This field includes bleachers, dugouts, and a batting cage. In addition, the field has provisions for a portable fence at 200 feet for District fastpitch softball use, as well as 275 feet for City and community utilization. Field lighting has also been provided.

County/City Development Responsibilities—In October 1995, King County and the School District entered into an interlocal agreement to provide sports field lighting at this facility. The improvements to the District parcel and related facilities met mutually-agreed upon design standards, which included:

- (a) \$100,000 -- Lighting for softball field, installed on wood poles, designed and constructed by the District.
- (b) \$15,230 -- Engineering and construction supervision for the softball field illumination.
- (c) \$9,000 -- Design revisions to the Hamlin Park restroom building and handicapped accessible pathway, revisions to specifications and site visits during construction.
- (d) \$3,330 -- Hamlin Park restroom electrical and pathway illumination work.

King County also funded costs of relocation and construction of new restroom facility on Hamlin Park parcel adjacent to new District field, for the purpose of making the restroom facility location closer to new District field users.

Beginning in 2015, the District funded improvements to the Ballfields at Shorecrest High School. The City no longer uses these fields.

**B. Intent**

This Addendum is intended to formalize this cooperative use of Hamlin Park Ballfields and Trails by the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Maintenance**

Hamlin Park: Ballfields and Trails: The City will prepare fields for all City baseball/softball usage. The District will not have regularly scheduled use of the Ballfields, but may request time through the City to use the Ballfields for practice on an emergency basis. The District will also clear trails in Hamlin Park of downed branches and trees during the cross country season.

**2. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean-up facilities and parking areas as identified in section three (3) below of this Addendum prior to, during, and following scheduled usage of such facilities by that party. It is also provided that Shorecrest High School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year.

**3. Parking**

The District agrees that the parking facilities constructed on the School parcel shall be made available for use to the City-scheduled users of Hamlin Park Ballfields during non-school hours. The City agrees that the parking facilities on the Park parcel (off 25th Ave. NE) shall be made available for use to the District users and students during school hours. Per section two (2) above, supervising and cleanup of each parking lot is the responsibility of the party using the facility.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

City Manager

Approved as to form:

BY \_\_\_\_\_

City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

Superintendent

Approved as to form:

BY \_\_\_\_\_

Shoreline School Board Attorney

**ADDENDUM TO JOINT USE AGREEMENT**  
**KELLOGG MIDDLE SCHOOL TRACK/INFIELD**  
**AND HAMLIN PARK**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Kellogg Middle School Track/Infield**, located at 16045 25<sup>th</sup> Avenue NE, and **Hamlin Park**, located at 16006 15<sup>th</sup> Avenue NE.

**A. Context and History**

The parties own neighboring parcels in Shoreline, Washington. Portions of each parcel contain a running track and infield.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Maintenance**

The District will maintain, repair, and prepare track/infield. The District will also clear trails in Hamlin Park of downed branches and trees during the cross country season.

**2. Supervision**

During scheduled usage, each party shall prepare/set-up, supervise, and clean up facility prior to, during, and following scheduled usage by such party. It is further provided that Kellogg School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_  
City Manager

Approved as to form:

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

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_  
Superintendent

Approved as to form:

BY \_\_\_\_\_  
Shoreline School District Attorney

**ADDENDUM TO JOINT USE AGREEMENT**  
**MERIDIAN PARK SCHOOL TENNIS COURTS**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Meridian Park School and Meridian Tennis Courts**, both located at North 170<sup>th</sup> Street and Wallingford Avenue N.

**A. Context and History**

The School District owns parcels in Shoreline, Washington. King County Parks constructed the tennis courts located on School District property. In 1997, King County transferred park facilities to the City. The City owns the tennis courts located on these parcels of land.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Maintenance**

City will provide maintenance and upkeep of the tennis courts.

**2. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up tennis courts prior to, during, and following scheduled usage of such facilities by that party. It is also provided that Meridian Park School administrative and security staff will have authority to supervise student behavior on the tennis courts during the school year.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_  
City Manager

Approved as to form:

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

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_  
Superintendent

Approved as to form:

BY \_\_\_\_\_  
Shoreline School Board Attorney



## **ADDENDUM TO JOINT USE AGREEMENT**

### **PARAMOUNT SCHOOL PARK**

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Paramount School Park**, located at NE 155<sup>th</sup> Street and 8<sup>th</sup> Avenue NE.

#### **A. Context and History**

District owns a parcel of property in Shoreline, Washington, which formerly was the site of Paramount Park Elementary School (property).

Both parties wished to make available to their respective constituents athletic facilities on this property. In 1993, it was determined by both the District and King County to develop one grass soccer field, two new baseball backstops, and to renovate the existing backstop on this property. To this end, the District performed demolition of the Paramount Park School, at an expense to the District of \$146,784.04. King County reimbursed the District for \$100,000 for partial costs of the demolition. King County paid \$209,887 for construction of these new facilities.

In 1999, the City of Shoreline developed a master plan for Paramount School Park and on November 1, 1999 the Shoreline School District School Board reviewed and approved the master plan. On May 15, 2000 the School District gave their approval to include a skate park in the approved master plan for Paramount School Park. In June 2000, the School District and the City agreed the skate park would be included contingent upon removal of the skate park at City expense if the Shoreline School District redevelops Paramount School Park for educational program purposes and requests removal of the skate park by the City.

The City’s general Capital Fund provides funding to construct Phase One Improvements of Paramount School Park and the skate park. The design work is scheduled to be completed in 2000 and construction is scheduled for 2001.

Work in Phase One will include ballfield improvements, parking improvements on the west side of the park, existing path improvements, and relocation of the existing play area.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Removal of Property**

The District does not currently need property for a school building. However, pursuant to RCW 28A.355.040, the District may declare this property again needed for a school and thus remove this property from this Joint Use Agreement. In such case, the District shall give the City twelve (12) months advance notice prior to said removal. The removal of this property from this Agreement shall be a partial termination of the Agreement entitling the City to reimbursement of the depreciated value of improvements by the City or King County. In the event the District redevelops Paramount School Park for educational purposes, the City, upon School District request, agrees to remove the skate park at City expense.

**2. Option To Buy**

If the District elects to sell any or all of the property during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the portion of property at issue. The terms of any purchase by City pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of the City's improvements being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple title.

**3. Maintenance**

The City will prepare field for City usage. The District will prepare field for District usage.

**4. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities prior to, during, and following scheduled usage of such facilities by that party. It is also provided that District administrative and security staff will have authority to supervise student behavior in Paramount Park during the school year.

**5. Facility Development**

The City shall plan, develop, and maintain this facility in the same manner and to the same degree as other park lands operated by the City. The City shall provide the District advanced written notice of and shall involve the District in the planning process for this facility as provided herein. If the School District objects to any public planning process in writing within thirty (30) days of notification and the stated objections are not timely resolved, the City will cancel the public planning process.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

City Manager

Approved as to form:

BY \_\_\_\_\_

City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

Superintendent

Approved as to form:

BY \_\_\_\_\_

Shoreline School Board Attorney

## **ADDENDUM TO JOINT USE AGREEMENT**

### **SHORELINE CENTER**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to the **Shoreline Center**, hereafter referred to as Facility, located at 1<sup>st</sup> Avenue NE and North 161<sup>st</sup> Street.

#### **A. Context and History**

The District owns a parcel of property in the City of Shoreline known as the Shoreline Center, which was formerly the site of Shoreline High School.

#### **B. Intent**

This Addendum is intended to formalize this cooperative use of Shoreline Center under the Joint Use Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1. Option To Buy**

If the District or the City elects to sell any or all of the property covered by this Addendum during the period of this Agreement, they shall first notify the other party. For ninety (90) days thereafter, the other party shall have the option to buy the portion of property so at issue. The terms of any purchase by the other party pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of any improvements constructed by the purchasing party that are situated on the property being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of party’s exercise of the option;
- (d) Insurable fee simple title.

#### **2. Joint Use**

The City understands that the Shoreline Center is a conference center owned and operated by the District. As such, it is a revenue center which saves taxpayers of the District tens of thousands of dollars each year.

On a space available basis, the District will provide meeting rooms under this JUA for staff meetings of the City. Any other meetings of groups associated with the City may use the conference center on a space available basis at the regular assigned fee rate.

All use of the Shoreline Center must comply with the District’s rules and regulations associated with use of the Center, including completion of a facility use agreement administered through the District’s Conference Center department.

**3. Maintenance**

The District shall be responsible for all maintenance and upkeep of the Shoreline Center.

**4. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up prior to, during, and following scheduled usage of such facilities by that party. It is also provided that each party will be responsible for any damage caused to the facility as a result of activities sponsored by that party.

**5. User Fees**

The City shall not be charged fees for the use, routine maintenance, scheduling and/or operation of the Shoreline Center as described in Section 2. The District may, however, charge the City for direct services provided by the Shoreline Center including, but not limited to, custodial services and special equipment.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

City Manager

Approved as to form:

BY \_\_\_\_\_

City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

Superintendent

Approved as to form:

BY \_\_\_\_\_

Shoreline School Board Attorney

## ADDENDUM TO JOINT USE AGREEMENT

### SHORELINE PARK

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to the **Shoreline Park**, hereafter referred to as Facility, located at 1<sup>st</sup> Avenue NE and North 161<sup>st</sup> Street.

#### **A. Context and History**

The District owns a parcel of property in the City of Shoreline known as the Shoreline Center, which was formerly the site of Shoreline High School. The City also owns certain real property adjacent to the Shoreline High School site, commonly known as Shoreline Park located at 1<sup>st</sup> Avenue NE at North 190<sup>th</sup> Street.

In 1988, King County constructed soccer fields on a portion of District property and on its own adjacent property. Other improvements were also made on the County-owned property. The County contributed to the project improvements on both parcels in excess of \$1,125,000. The County-owned property is now owned by the City of Shoreline.

#### **B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1. Option To Buy**

If the District or the City elects to sell any or all of the property covered by this Addendum during the period of this Agreement, they shall first notify the other party. For ninety (90) days thereafter, the other party shall have the option to buy the portion of property so at issue. The terms of any purchase by the other party pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of any improvements constructed by the purchasing party that are situated on the property being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of party’s exercise of the option;
- (d) Insurable fee simple title.

**2. Joint Use**

The City shall have the right to schedule and collect fees, other than from the District, for use of the tennis courts and soccer fields (“Fields A and B”) on the property immediately north of the Shoreline Center.

The District shall have priority scheduling for use of the tennis courts for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- 3:00 – 5:00 p.m. Last week of February – Last week of May
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

The District shall have priority scheduling for use of Shoreline A and B soccer fields for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- No more than three (3) days per week during the above periods
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

The Parties acknowledge the 2017 update to the JUA does not entitle the District to priority scheduling for use of Shoreline A and B soccer fields in the spring season. In the event the District’s athletics program is expanded in the future to include additional soccer teams (such as “C” teams at the high schools), the Parties agree to revisit regular District priority scheduling of Shoreline A and B soccer fields in the spring season.

District reservations shall be made 7 months in advance for both the tennis courts and soccer fields.

The District shall review plans and make every reasonable effort to approve City improvements to the tennis courts or the soccer fields.

**3. Maintenance**

Soccer Fields and Tennis Courts--The City shall maintain and prepare soccer fields and tennis courts for all scheduled use. In the event the City installs new synthetic turf on the soccer fields that is intended to be groomed with equipment owned by the District, the District and City shall consider an agreement for the District to assist on a quarterly basis with the grooming of the synthetic turf fields.

**4. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up respective Facility prior to, during, and following scheduled usage of such facilities by that party. It is also provided that District administrative and security

staff will have authority to supervise student behavior on soccer fields and tennis courts during the school year.

5. User Fees

Neither party shall charge the other party for the use, routine maintenance, scheduling and/or operation of the tennis courts and soccer fields on the property covered under the Addendum.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY \_\_\_\_\_

City Manager

Approved as to form:

BY \_\_\_\_\_

City Attorney

SHORELINE SCHOOL DISTRICT #412

BY \_\_\_\_\_

Superintendent

Approved as to form:

BY \_\_\_\_\_

Shoreline School Board Attorney



## **ADDENDUM TO JOINT USE AGREEMENT**

### **SHORELINE POOL**

**AS AMENDED** \_\_/\_\_/\_\_\_\_

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Shoreline Pool**, located at 1<sup>st</sup> Avenue NE and North 161<sup>st</sup> Street.

#### **A. Context and History**

The District owns a parcel of property in Shoreline, Washington, which formerly was the site of the Shoreline High School and was later converted into the Shoreline Center. The City owns Shoreline Park located at 1<sup>st</sup> Avenue NE at North 190<sup>th</sup> Street. The Swimming Pool, showers, locker rooms, and related facilities, hereafter referred to as “Shoreline Pool”, is located on the District’s parcel at 19030 1<sup>st</sup> Avenue NE, north of the Shoreline Center adjacent to the premises of Shoreline Park.

The Shoreline Pool was built subject to Forward Thrust Bond covenants as contained in the Resolution No. 34571, as passed by the Board of County Commissioners on December 18, 1967. The Pool ownership transferred to the City of Shoreline on June 1, 1997 under an Agreement with King County. District usage of the Facility is within purposes for which the Pool was funded and constructed.

In 1999, the City of Shoreline developed a master plan for the Shoreline Pool to expand the women’s locker room, expand the lobby, improve work spaces, improve pool and building mechanical, electrical and plumbing systems to extend the life of the pool by 20 years. The design work will be completed in 2000, and construction in 2001. The City’s General Capital Fund provides funding for the pool renovation project including the parking improvements for the Shoreline Pool that were designed and constructed during, 1999, 2000, and 2001.

#### **B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Ownership of Facility**

The facility known as Shoreline Pool is owned by the City, but is located on District property.

**2. Option To Buy**

If the District elects to sell any or all of the property covered by this Addendum during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the portion of property so at issue. The terms of any purchase by City pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the depreciated value of the City's improvements on the parcel being sold.
- (b) Cash at closing;
- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple title.

**3. Joint Use**

The joint use scheduling representatives shall assure that the District is scheduled 3 hours of time between pool opening and 6 p.m. for swim team practices during the high school swim season. This 3 hours shall be scheduled at least ninety (90) days in advance.

**4. Facility or Program Equipment**

The District shall furnish and supply all expendable materials and equipment necessary for carrying on District-sponsored activities in Shoreline Pool unless otherwise agreed.

**5. User Fees**

If space is available, the School District may schedule other activities at the pool beyond the times noted in Section 3 Joint Use. The City will charge the District an hourly rental fee listed in the City's current Fee Ordinance for public school usage rates (S.M.C. 3.01). The City reserves the right to annually revise and evaluate the rates. The City will notify the District in writing of proposed amendments to the Fee Ordinance thirty (30) days before adoption.

**6. Maintenance**

The City shall repair, maintain, and generally prepare the facility for all scheduled use. The District will train City staff to use the District’s scoreboard; only City staff who have been trained by the District will access the scoreboard.

**7. Preparation for Use**

The District shall prepare/set-up the facility for its specific activities prior to and during its scheduled use. The District shall clean up and return the facility to its prior condition following its scheduled usage.

**8. Supervision**

It is also provided that District staff will have authority to supervise student behavior at Shoreline Pool during District usage times. Unless otherwise specifically provided for, the City shall not be responsible for providing lifeguards or other safety personnel and shall not be responsible for supervising student behavior during District usage of the facility. School programs shall be conducted in conformance with the safety regulations adopted by the Washington State Board of Health WAC 246-260-100 (3)(a); (4)(a), (d); (5)(a), (c), (g); and (6)(a), (c) as amended. School District personnel acting as swim or diving coaches may substitute United States Swimming or Diving National Safety Certification.

**9. Parking**

The District agrees that the parking facilities constructed on the School parcel shall be made available for use to the users of the Shoreline Pool. When parking overflow occurs in the Pool parking lot, the District agrees to allow Pool users access to adjacent Shoreline Center parking (subject to space availability). The City agrees that the parking lot adjacent to the pool may be used for District parking during non-Pool hours, (subject to space availability). Supervision and clean-up of each parking lot is the responsibility of the party using the lot during their scheduled usage time.

**10. Facility Development**

The City, as the agency responsible for the maintenance of the pool facility, may close the facility for repairs or renovation. The City will provide the District as much notice as possible of such planned closures and will make a good faith effort to minimize the impacts of such closures on District use of the facility. Where the District has been involved in the planning for capital improvements to the pool facility as provided herein, only extraordinary circumstances will justify the failure of the District to provide any requisite authorization for City to complete said improvements that are consistent with the facility’s purpose and District’s use of the facility. The District further reaffirms its commitment to extend the City’s lease of the District land on which a portion of the pool facility rests for a period equal to the reasonably expected life of the pool facility as improved over time.

**11. Insurance**

The District’s Commercial General Liability policy required under the Insurance paragraph (paragraph 16) of the Joint Use Agreement shall include coverage for use of the Shoreline Pool in an amount not less than \$5,000,000 per occurrence and not less than \$10,000,000 general aggregate.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_  
City Manager

Approved as to form:  
BY \_\_\_\_\_  
City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_  
Superintendent

Approved as to form:  
BY \_\_\_\_\_  
Shoreline School District Attorney

## **ADDENDUM TO JOINT USE AGREEMENT**

### **SHOREVIEW PARK**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Shoreview Park**, hereafter referred to as Facility, located at 700 NW Innis Arden Way, Shoreline, WA.

#### **A. Context and History**

The City owns a parcel of property in the City of Shoreline known as Shoreview Park located at 700 NW Innis Arden Way, Shoreline, WA.

#### **B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1. Option To Buy**

If the District or the City elects to sell any or all of the property covered by this Addendum during the period of this Agreement, they shall first notify the other party. For ninety (90) days thereafter, the other party shall have the option to buy the portion of property so at issue. The terms of any purchase by the other party pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of any improvements constructed by the purchasing party that are situated on the property being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of party’s exercise of the option;
- (d) Insurable fee simple title.

#### **2. Joint Use**

The City shall have the right to schedule and collect fees, other than from the District, for use of the tennis courts at Shoreview Park.

The District shall have priority scheduling for use of the tennis courts for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- 3:00 – 5:00 p.m. Last week of February – Last week of May
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

District reservations shall be made 7 months in advance.

**3. Maintenance**

Tennis Courts--The City shall maintain and prepare tennis courts for all scheduled use.

**4. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up respective Facility prior to, during, and following scheduled usage of such facilities by that party. It is also provided that District and City administrative and security staff will have authority to supervise student behavior on tennis courts during the school year.

**5. User Fees**

Neither party shall charge the other party for the use, routine maintenance, scheduling and/or operation of the tennis courts on the property covered under the Addendum.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

City Manager

Approved as to form:

BY \_\_\_\_\_

City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

Superintendent

Approved as to form:

BY \_\_\_\_\_

Shoreline School Board Attorney

**ADDENDUM TO JOINT USE AGREEMENT  
SPARTAN RECREATION CENTER  
Amended as of     /     /**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated 8/29/00, and amended as of 10/21/2013 ("Agreement"). This Addendum to that Agreement relates to the Spartan Recreation Center facility (hereafter "Facility") as described below, located at the Shoreline Center at 18560 1st Ave. NE, Shoreline WA, and the terms and conditions of this Addendum supplement the application of the Agreement to the Spartan Recreation Center facility defined herein.

**A. Context and History**

The School District passed a bond issue that included funding for renovation of the gymnasium facility at the Shoreline Center. The design and construction focused on a vision of creating broader community access to the Facility for public recreation. Prior to 2000, the School District Athletic Department operated this Facility at the Shoreline Center complex. The dance room and gym were available for public use. King County Parks; City of Shoreline Parks, Recreation and Cultural Services Department; and youth and community organizations used the Facility for community recreation purposes.

In 2000, the City and the School District entered into a joint use agreement for City and School District facilities with a vision and intent to maximize public use of public facilities while maintaining them as sustainable assets.

The School District completed a \$2 million renovation of the Facility and renamed it Spartan Recreation Center in May 2001. The Spartan Recreation Center facility has a total of 34,727 square feet. Newly renovated spaces total 23,500 square feet or 68% of the building including a double gym, dance room, weight room, fitness room, office and lobby spaces, and ADA accessible restroom. In addition, men's and women's locker rooms were partially renovated and are available for public use.

The School District has exclusive use of 7,200 square feet or 20% of the building for School District purposes. This includes one locker room in the northwest corner of the building for visiting teams using the Stadium adjacent to the Spartan Recreation Center. It also includes a former locker room located on the north side of the gym that has been modified, but largely unimproved, that is being used for storage.

The remaining 4,000 square feet or 12% of the building is unimproved. This includes an old locker room on the south side of the gym that is vacant. The City's 2001-2005 Capital Improvement Program included \$650,000 for investment in the Spartan Recreation Center. The funds were targeted to renovate this 4,000 square foot area for multipurpose rooms and support areas that would compliment the gym and fitness rooms. Once completed, the City oversees 80% of the building footprint for community recreation purposes. The City's program use of the facility expanded with the added facilities.

In 2001, the school district and city staff members collaborated to develop a joint operations plan for the newly renovated Spartan Recreation Center facility. This addendum is based upon the August 2001 Joint Operations Plan.

THE PARTIES AGREE AS FOLLOWS:

1. Facility Subject to Joint Use Agreement

The Spartan Recreation Center facility is added to those properties subject to the Agreement as of the date this Addendum is fully executed. The Spartan Recreation Center facility is a separate building located on the Shoreline Center campus.

The District shall designate parking spaces immediately in front of the Spartan Gym for use by community members while they participate in the City's recreational programs. The City may work with the District's facility use staff to identify additional parking for special events, recognizing such additional parking will need to be coordinated with other District-approved uses of the Shoreline Center.

2. Removal of Facility

The District does not currently need the Facility for a school building. However, pursuant to RCW 28A.355.040, the District may declare the Spartan Recreation Center facility again needed for school purposes and thus remove this Facility from this Joint Use Agreement. In such case, the District shall give the City twelve (12) months advance notice prior to said removal. The removal of this Facility from this Agreement shall be a partial termination of the Agreement entitling the City to reimbursement of the depreciated value of improvements by the City.

3. Option To Buy

If the District elects to sell any or all of the Facility during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the Facility at issue. The terms of any purchase by the City pursuant to such election shall be as follows:

- (a) the purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of the City's improvements being sold;
- (b) cash at closing;
- (c) closing within ninety (90) days of City's exercise of the option; and
- (d) insurable fee simple title.

4. Maintenance and Operations

The School District shall provide and pay for routine maintenance of fixed building systems and equipment (i.e., HVAC, plumbing, and similar built in facility systems). The City shall provide and pay for the cost of maintaining, repairing and replacing the interior finishes and furnishings subject to wear and tear primarily due to the City's recreational use of the facility (i.e., painting interior walls, refinishing the gym floor, waxing restroom floors, maintaining fitness equipment, and similar interior finishes and portable equipment). Major building maintenance repair and restoration shall be shared on a pro-rata basis according to use by School District and City operated programs.

The School District will mow and maintain the north utility field. The City will maintain the landscaping and grounds immediately surrounding the Spartan Recreation Center. The City shall pay for repair of vandalism to the building interior associated with program use administered by the City.



The City will provide its own custodial service for the Spartan Recreation Center. This will take place no later than January 1, 2007 or within 90 days of prior budget approval by the Shoreline City Council.

The City shall pay for all utilities. The Spartan Recreation Center is not a separate account for utility billing purposes, therefore the City's cost for utilities is determined through an allocation formula that multiplies the cost of all Shoreline Center utilities by the City's share of the square footage of the Spartan Recreation Center divided by the total square footage of the Shoreline Center. The City's initial utility bill shall be a fixed amount each month based on the monthly average of the prior year's actual monthly billings (January through December). The City shall pay an annual adjustment in February to adjust the prior year's billings to cover actual costs.

The City will administer public recreation programs for the community. The City will provide supervision, scheduling, development and implementation of recreation programs, and collection and receipt of fees. The City shall operate this Facility, including facility additions developed under Section 6, in the same manner and to the same degree as other park and recreation facilities operated by the City. All fees collected by the City shall be retained by the City to offset its program expenses and utilities. The City and School District will review costs and use on an annual basis and make recommendations for modifications in cost sharing on a bi-annual basis.

The School District and City shall meet at least annually to develop the program schedule. The School District will have priority scheduling during regular school hours for special events and from 3:00-5:00 p.m., Monday through Friday, for after-school activities. The City of Shoreline will have priority scheduling at all other times.

The School District will receive credit for their initial capital investment in weight room equipment as the proportionate costs are calculated on an annual basis until the City's replacement costs add up to the amount the School District funded initially.

5. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities used by that party after regular hours of operation.

It is also provided that District administrative and security staff will have authority to supervise student behavior in Spartan Recreation Center during the school year.

6. Facility Development

The City and District shall collaborate in the planning and design process for the additional improvements to the Facility. The plans, specifications and standards for the placement of all equipment, facility modifications and improvements at the Spartan Recreation Center facility (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the School District prior to any installation thereof, which approval shall not be unreasonably withheld. If the School District objects to any public planning process in writing within thirty (30) days of notification and the stated objections are not timely resolved, the City will cancel the public planning process.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf:

Dated:

\_\_\_\_\_  
For the City of Shoreline

Approved as to form:

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

Dated:

\_\_\_\_\_  
For Shoreline School District

Approved as to form:

\_\_\_\_\_  
School District Attorney

**ADDENDUM TO JOINT USE AGREEMENT**  
**SUNSET SCHOOL SITE**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated August 29, 2000 (“Agreement”). This Addendum to that Agreement relates to the use of Sunset School Site, located at 17800 10<sup>th</sup> Avenue NW. Authority for this Addendum is contained in Chapter 39.34 RCW (interlocal cooperation act) and Chapter 28A.335 RCW (school district property).

**A. Context and History**

The District owns the above-referenced parcel of property in Shoreline, Washington, which formerly was the site of Sunset Elementary School (“Property”).

The parties wish to make the Property available for public recreational use. In 2008, the parties entered into a mutual commitment to the development of a community park on the Property, contingent on a community group securing funding for park planning by 2010. The funding was obtained and the City completed a Master Plan for development of the Property with park amenities including sports fields, a community garden, a playground, paths, and picnic facilities.

Construction of the park facilities will be the responsibility of the City of Shoreline, and the schedule and intended improvements shall be coordinated with the District as described in section 9 of the above-referenced Joint Use Agreement.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. District Right to Reclaim**

The District does not currently need the Property for a school building. However, pursuant to RCW 28A.335.040, the District may reclaim the Property for school district purposes and remove the Property from the Joint Use Agreement if needed for school facilities, upon twelve (12) months advance notice to the City.

In anticipation of the District’s exercise of its right to reclaim the Property, the City shall not construct or install any fixtures, structures, or facilities on the footprint reserved for a school building based upon the existing Sunset School footprint (pg. 44 of the 2010 Sunset School

Site & Boeing Creek Open Space master plan, Exhibit A), including but not limited to picnic shelters, restrooms, playgrounds, sports courts, or skateboard areas.

**2. Removal of Property**

If the District elects to reclaim the Property pursuant to Section 1 above, the District shall have the option to keep any fixtures installed by the City, including but not limited to play structures and sport courts, by paying the City the depreciated value of the improvements as described in section 14 of the Joint Use Agreement. Alternatively, the City shall remove the improvements at the District’s request. The District shall pay the cost of removal.

**3. Option to Buy**

If the District elects to sell any or all of the Property during the period of this Agreement, it shall first notify the City. Within ninety (90) days of this notification, the City will notify the District of its intent to negotiate a purchase-sale agreement for the Property or a portion thereof. The terms of any purchase by the City pursuant to such election shall be as follows:

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of the property being sold, less the remaining depreciated value of the City’s improvements being sold;
- (b) Cash at closing;
- (c) Closing within one (1) year of the City’s notification to the District of its intent to purchase the property;
- (d) Insurable fee simple title.

**4. Maintenance**

The City shall have sole responsibility for maintenance and upkeep of the Property for the duration of this Agreement. The City shall provide security and supervision of the Property consistent with that provided in other City of Shoreline parks. The City shall be solely responsible for handling reservations and scheduling use of facilities. The City shall be entitled to all revenue received from park use fees and reservations.

**5. Memorial Garden**

The City shall retain the Memorial Garden at its current location along 10<sup>th</sup> Avenue NW, regardless of other improvements that may be done on the site by the City.

**6. Demolition of school building**

The District shall arrange and pay for the demolition of the Sunset Elementary School building, and shall complete the demolition by the end of 2012 unless unanticipated circumstances, events, or conditions create delay. Demolition will include the removal of the building improvements, foundation, and surrounding asphalt/landscaped area as shown on Exhibit B.

**7. Facility Development**

Development of the Property for public recreational purposes shall proceed in accordance with the Sunset School Site & Boeing Creek Open Space master plan, attached as Exhibit A to this Agreement. The current covered play area, shown on Exhibit B to this Agreement, shall not be demolished and shall be made available for recreational use until such time that the City and School District mutually agree to its removal by the City with a funded option to develop the transition zone outlined in the master plan.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Approved as to form

BY \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

SHORELINE SCHOOL DISTRICT #412

BY \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Approved as to form

BY \_\_\_\_\_

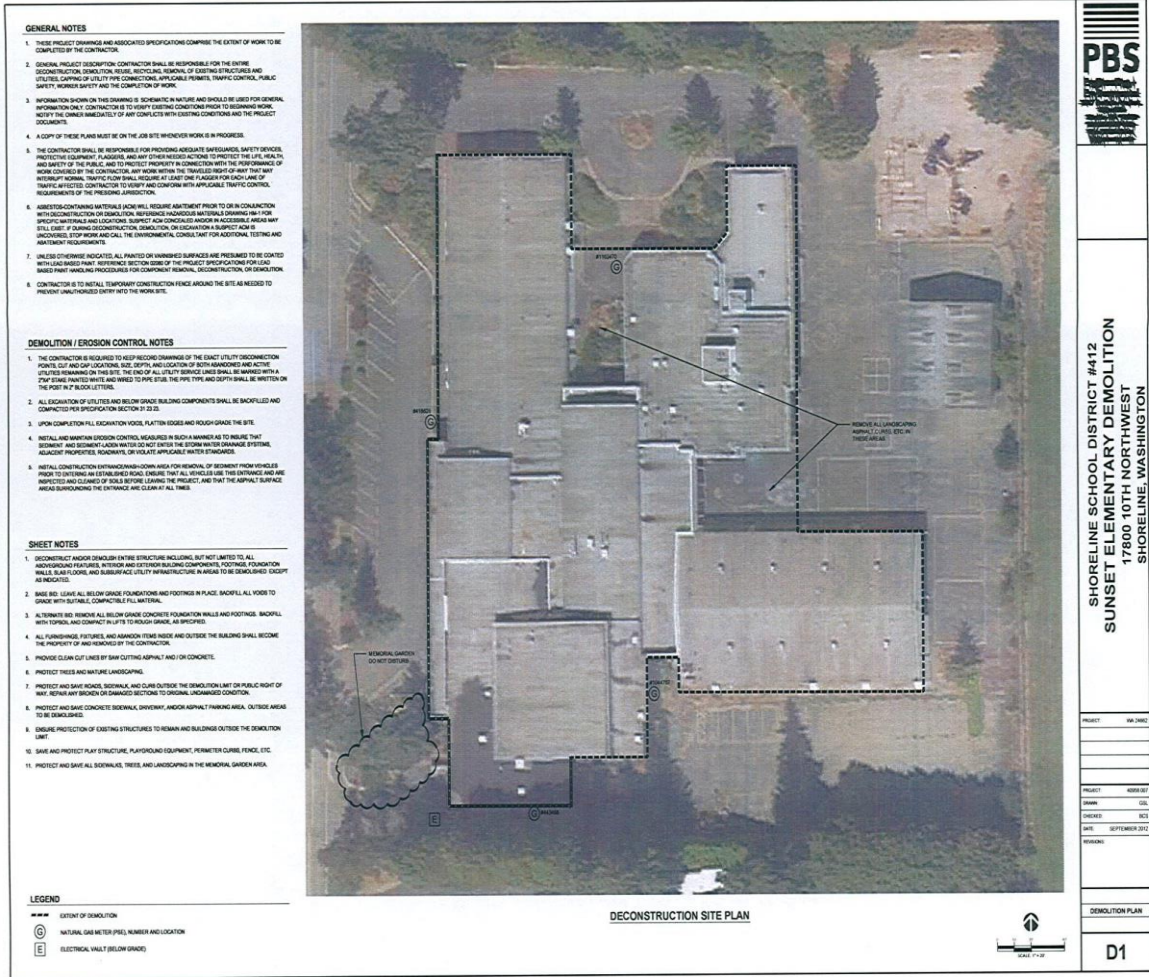
Printed Name/Title: \_\_\_\_\_

**Exhibit A**

Sunset School Site & Boeing Creek Open Space Master Plan, May 2010



Exhibit B  
Map of Sunset School Demolition Area



- GENERAL NOTES**
1. THESE PROJECT DRAWINGS AND ASSOCIATED SPECIFICATIONS COMPREHEND THE EXTENT OF WORK TO BE COMPLETED BY THE CONTRACTOR.
  2. GENERAL PUBLIC DESCRIPTION: CONTRACTOR SHALL BE RESPONSIBLE FOR THE SHREDDING, DEMOLITION, REUSE, RECYCLING, REMOVAL OF EXISTING STRUCTURES AND UTILITIES, GRADING OF ALL UTILITIES CONNECTIONS, APPROPRIATE PERMITS, TRAFFIC CONTROL, PUBLIC SAFETY, WORKER SAFETY AND THE COMPLETION OF WORK.
  3. INFORMATION SHOWN ON THIS DRAWING IS SCHEMATIC IN NATURE AND SHOULD BE USED FOR GENERAL INFORMATION ONLY. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO BEGINNING WORK. NOTIFY THE OWNER IMMEDIATELY OF ANY CONFLICTS WITH EXISTING CONDITIONS AND THE PROJECT DOCUMENTS.
  4. A COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER WORK IS IN PROGRESS.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDED SAFETY DEVICES, PROTECTIVE EQUIPMENT, FLAGGERS, AND ANY OTHER NECESSARY ACTIONS TO PROTECT THE LIFE, HEALTH AND SAFETY OF THE PUBLIC, AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK CONTRACTED BY THE CONTRACTOR. ANY WORK WITHIN THE TRAVELING SPEED OF ANY TRAFFIC INTERFERED WITH SHALL REQUIRE AT LEAST ONE FLAGGER FOR EACH LANE OF TRAFFIC AFFECTED. CONTRACTOR TO VERIFY AND CONFORM WITH APPLICABLE TRAFFIC CONTROL REQUIREMENTS OF THE PREVIOUS JURISDICTION.
  6. ADJUSTED PLANNING MATRIXXES SHALL BE REVIEWED AND APPROVED PRIOR TO OR IN CONNECTION WITH DEMOLITION OR DESTRUCTION. REFERENCE TO MATRIXXES IN THIS DRAWING IS FOR INFORMATION ONLY. CONTRACTOR SHALL VERIFY AND CONFORM WITH APPLICABLE TRAFFIC CONTROL REQUIREMENTS OF THE PREVIOUS JURISDICTION.
  7. UTILITIES TO BE REMOVED: ALL UTILITIES TO BE REMOVED SHALL BE IDENTIFIED BY THE CONTRACTOR WITH A TAG-BASED PLYWOOD REFERENCE SIGN. THE END OF ALL UTILITIES SHALL BE MARKED WITH A TAG-BASED PLYWOOD REFERENCE SIGN. THE CONTRACTOR SHALL VERIFY THE TYPE AND DEPTH OF UTILITIES PRIOR TO REMOVAL. CONTRACTOR TO VERIFY AND CONFORM WITH APPLICABLE TRAFFIC CONTROL REQUIREMENTS OF THE PREVIOUS JURISDICTION.
  8. CONTRACTOR IS TO INSTALL TEMPORARY CONSTRUCTION FENCE AROUND THE SITE AS NEEDED TO PREVENT UNAUTHORIZED ENTRY INTO THE WORK SITE.
- DEMOLITION / EROSION CONTROL NOTES**
1. THE CONTRACTOR IS REQUIRED TO KEEP RECORD DRAWINGS OF THE EXACT UTILITY DISCONNECTION POINTS OF AND CAP OR SEALING THE OPEN END OF UTILITIES TO BE REMOVED AND ACTIVE UTILITIES REMAINING ON THE SITE. THE END OF ALL UTILITIES SERVICE LINES SHALL BE MARKED WITH A TAG-BASED PLYWOOD REFERENCE SIGN. THE CONTRACTOR SHALL VERIFY THE TYPE AND DEPTH OF UTILITIES PRIOR TO REMOVAL. CONTRACTOR TO VERIFY AND CONFORM WITH APPLICABLE TRAFFIC CONTROL REQUIREMENTS OF THE PREVIOUS JURISDICTION.
  2. ALL EXCAVATION OF UTILITIES AND BELOW GRADE BUILDING COMPONENTS SHALL BE BACKFILLED AND COMPACTED TO THE SPECIFICATION SECTION 31.02.02.
  3. UPON COMPLETION, ALL EXCAVATION Voids, PLATIN EDGES AND ROUGH GRADE THE SITE.
  4. INSTALL AND MAINTAIN EROSION CONTROL MEASURES IN SUCH A MANNER AS TO PREVENT THAT EROSION AND SEDIMENTATION INTO WATERWAYS. THE EROSION CONTROL MEASURES SHALL BE ADJUSTED AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION INTO WATERWAYS.
  5. INSTALL CONSTRUCTION ENTRANCE MATS AND DOWN SLOPE FOR REMOVAL OF SEDIMENT FROM VEHICLES PRIOR TO ENTERING AND EXITING THE SITE. ALL VEHICLES USE THE ENTRANCE AND ARE INSPECTED AND CLEANED OF SOILS BEFORE LEAVING THE PROJECT, AND THAT THE ASPHALT SURFACE AREAS SURROUNDING THE ENTRANCE AND CLEAN ALL THIS.
- SHEET NOTES**
1. DEMOLITION AND/OR DEMOLITION IN PLACE STRUCTURE INCLUDING, BUT NOT LIMITED TO, ALL ABOVEGROUND FEATURES, INTERIOR AND EXTERIOR BUILDING COMPONENTS, FOOTINGS, FOUNDATION WALLS, BASE FLOORS, AND SUBSURFACE UTILITIES INFRASTRUCTURE IN AREAS TO BE DEMOLISHED EXCEPT AS INDICATED.
  2. BASE BID: LEAVE ALL BELOW GRADE FOUNDATIONS AND FOOTINGS IN PLACE. BACKFILL ALL Voids TO GRADE WITH SUFFICIENT COMPACTED FILL MATERIAL.
  3. ALTERNATE BID: REMOVE ALL BELOW GRADE CONCRETE FOUNDATION WALLS AND FOOTINGS. BACKFILL WITH TYPICAL AND COMPACT FILL TO FINISH GRADE, AS INDICATED.
  4. ALL FURNISHINGS, FIXTURES, AND REMAINS (ITEMS INSIDE AND OUTSIDE) THE BUILDING SHALL BECOME THE PROPERTY OF AND REMOVED BY THE CONTRACTOR.
  5. PROVIDE CLEAN CUT LINES BY SAW CUTTING ASPHALT AND/OR CONCRETE.
  6. PROTECT TREES AND MAINTAIN LANDSCAPING.
  7. PROTECT AND MAINTAIN EXISTING, REMOVAL, AND CLEAR OUTSIDE THE DEMOLITION MAT OR PUBLIC RIGHT OF WAY. RETAIN ANY BROKEN OR DAMAGED SECTIONS TO ORIGINAL UNDAMAGED CONDITION.
  8. PROTECT AND MAINTAIN CONCRETE SIDEWALK, DRIVEWAY, AND/OR ASPHALT PARKING AREA, OUTSIDE AREAS TO BE DEMOLISHED.
  9. ENSURE PROTECTION OF EXISTING STRUCTURES TO REMAIN AND BUILDINGS OUTSIDE THE DEMOLITION LIMIT.
  10. SAVE AND PROTECT PLAY STRUCTURE, PLAYGROUND EQUIPMENT, PERIMETER CURB, FENCE, ETC.
  11. PROTECT AND SAVE ALL SIDEWALKS, TREES, AND LANDSCAPING IN THE MEMORIAL GARDEN AREA.
- LEGEND**
- EXTENT OF DEMOLITION
  - Ⓞ NATURAL GAS METER (PANEL NUMBER AND LOCATION)
  - ⓔ ELECTRICAL VAULT (BELOW GRADE)

**PBS**

SHORELINE SCHOOL DISTRICT #412  
SUNSET ELEMENTARY DEMOLITION  
17800 10TH NORTHWEST  
SHORELINE, WASHINGTON

PROJECT: 99-2982

PROJECT: 0888-07

DRAWN: GIL

DESIGNED: BCS

DATE: SEPTEMBER 2012

REVISIONS:

DECONSTRUCTION PLAN

**D1**



**ADDENDUM TO JOINT USE AGREEMENT**

COMPOST FACILITY

AMENDED AS OF \_\_\_/\_\_\_/\_\_\_\_\_

Shoreline School District #412 and the City of Shoreline entered into a Joint Use Agreement dated 8/29/00 ("Agreement"). This Addendum to that Agreement relates to the Compost Facility (hereafter "Facility") as described below, located at Shorecrest High School at 15343 25<sup>th</sup> Avenue N.E., Shoreline, WA, and the terms and conditions of this Addendum supplement the application of the Agreement to Compost Facility defined herein.

As of the Date of this Addendum, the Parties have agreed to discontinue their Joint Use Agreement pertaining to the Compost Facility previously located at Shorecrest High School.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf:

**Dated:** \_\_\_\_\_

**CITY OF SHORELINE**

\_\_\_\_\_  
City Manager

Approved as to form:

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

**Dated:** \_\_\_\_\_

**SHORELINE SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

Approved as to form:

\_\_\_\_\_  
School District Attorney



**Joint Use Agreement  
between Shoreline School District #412  
and  
the City of Shoreline**

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**JOINT USE AGREEMENT**

**BETWEEN SHORELINE SCHOOL DISTRICT #412  
AND  
THE CITY OF SHORELINE**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The parties to this Agreement are: Shoreline School District #412 (DISTRICT) and the City of Shoreline, Washington (CITY). The signatories to this Agreement represent that they have authority to bind their respective principals. This Agreement is entered pursuant to RCW 39.34 (Interlocal Cooperation Act) and RCW 28A.335 (School District Property).

WHEREAS, the governing bodies of the City and District are mutually interested in an adequate program of community recreation; and

WHEREAS, said governing bodies are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of the community's health and vitality by providing for adequate programs of public recreation; and

WHEREAS, said governing bodies are also mutually interested in assuring public facilities are accessible and available for Shoreline School District students and the greater Shoreline community; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between City and District is necessary; and

WHEREAS, a joint use concept can best provide for the usage, maintenance and operation of existing public facilities for utilization by both parties; and

WHEREAS, a joint use agreement would also allow and encourage the City and District to work together in planning and developing public facilities for joint use, and

WHEREAS, the parties agree that coordinated and cooperative scheduling of public facilities is the best way to maximize the beneficial use of these facilities while ensuring that they are maintained as sustainable community assets; and

WHEREAS, the parties agree to amend their original Joint Use Agreement entered into August 29, 2000.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the District do agree as follows:

**1. School Facilities**

It is recognized that school properties are intended primarily for school purposes and for the benefit of individuals of school age. It is therefore agreed that, in planning programs and scheduling activities on school grounds, the needs and opportunities of such individuals will be provided for.

The District shall make school facilities available to the City which are suitable for community programs. Use of said facilities shall be in accordance with the policies and procedures of the District for the use of school facilities, by the laws of the State of

Joint Use Agreement  
Shoreline School District and the City of Shoreline  
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Washington, and as otherwise provided for in this Agreement. This shall include the District's policy on shared-decision making.

~~The District shall allow distribution of the City's Recreation Guides four times per year to at least one child per family within each elementary school. All other City requests for distribution of materials, including posting of fliers to the District's website, should be made through the Shoreline School District's Communications and Community Relations Office.~~

School District facilities or portions thereof, under lease to third parties are excluded from this Agreement.

~~This agreement does not entitle the City to sub-lease school district facilities to third party entities.~~

~~The Parties acknowledge the City's use of a school for summer camp is an important part of the City's Parks and Recreation program. They also acknowledge use of a site places extraordinary wear and tear on the facility and restricts the District's ability to perform normal summer cleaning and repairs while summer camp is in session. The District will make every effort to designate the same school for use by the City for summer camp for at least a period of three consecutive years before the designation is changed to another school in the District. The District will notify the City of the designated site for summer camp by September 1 of the fall preceding the year of camp; in the absence of such notice, the City may plan to use the same site used the previous year. This agreement notes the City prefers to use the following schools for summer camp: Echo Lake, Highland Terrace, Meridian Park, Parkwood, and Ridgecrest.~~

## **2. City Facilities**

It is recognized that City properties are intended for utilization by and benefit to residents of all ages. It is therefore agreed that, in planning programs and scheduling activities on City property, the needs and opportunities of all age groups will be provided for.

The City shall make City facilities suitable for school programs available to the District. Use of said facilities shall be in accordance with the policies and procedures of the City in granting permits for the use of its facilities, by the laws of the State of Washington, and as otherwise provided for in this Agreement.

~~The City shall make space available in its seasonal Recreation Guides and other related publications, for District enrichment, extra-curricular, and/or special event information (e.g., high school theater productions, summer sports camps, band concerts, etc). Additionally, t~~The City shall allow the District to display brochures, posters, or informational materials (pending space availability) at City facility locations.

## **3. Addenda**

The parties may develop Addenda to the Agreement to provide supplemental terms for specific facilities.

**4. Scheduling**

The District and the City will engage in joint and cooperative scheduling of facilities. For this scheduling, each staff will keep foremost in its thoughts and actions the needs of our youth. So that the investment of our taxpayers is fully realized, every attempt will be made to maximize the use of our public facilities.

The District and the City shall designate staff responsible for scheduling facilities. These staff members shall meet regularly as necessary to coordinate the scheduling of these facilities for use and maintenance activities in order to maximize the public benefit from these facilities while ensuring that the condition of these facilities is not degraded. In addition, these representatives shall develop standard use policies (e.g. field recovery time) that can be applied to the facilities of both agencies.

**5. Staffing**

The City shall provide adequate personnel to supervise City activities held in/on school facilities, and the District shall provide adequate personnel to supervise school activities held in/on City facilities.

The personnel employed by each agency shall act under the supervision, rules, and regulations of that agency. The personnel of each party engaged in the performance of this Agreement shall not be considered employees or agents of the other party. Each Agency shall be responsible for the acts and omissions of its own officers, employees and agents. Neither party is responsible for the acts and omissions of any person or entity not a party to this Agreement.

**6. Fees**

The facilities of the District and the City shall be made available at no charge during regular hours of operation (hours during which building maintenance or appropriate supervisory staff are usually scheduled). However, when a requested use falls outside of the regular hours of operation, a fee may be assessed to cover the cost of staffing the facility during those hours.

**7. Dispute Resolution**

In the event a dispute arises as a result of implementation of this Agreement, resolution shall be addressed by the parties identified below in the following sequential order (as needed):

- a) Site-Based Supervisors;
- b) Designated Administrative Staff of School Superintendent and City Manager
- c) School Superintendent and City Manager

**8. Replacement of Materials/Equipment**

The City shall furnish and supply all expendable materials and equipment necessary for carrying on City-sponsored activity in/on school facilities unless otherwise agreed. Note: In those situations where the City is the primary user of District equipment (such as volleyball nets, etc.), the City agrees to financially support the District in the periodic replacement of such equipment based on usage. In those situations where the District is the primary user of City equipment (such as bases, swim pool equipment, etc.), the District agrees to financially support the City in the periodic replacement of such equipment based on usage. In both cases, the City and the District shall agree on a replacement schedule.

**9. Improvements, Maintenance, Operation and Refurbishment**

a) Subject to the written approval of the Superintendent of Schools, or his/her designated representative, the City may improve school grounds, athletic fields, and playground areas (including the installation of recreation equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate Addenda to this Agreement.

b) Subject to the written approval of the City Manager, or his/her designated representative, the District may improve park facilities (including the installation of school equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate Addenda to this Agreement.

c) It is further agreed that the plans, specifications and standards for the placement of all equipment, facilities and improvements upon said premises (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the agency owning the premises prior to any installation thereof, which approval shall not be unreasonably withheld.

d) The cost of maintaining, operating and refurbishing specific improved areas shall be borne proportionately by the City and the District as determined by the scheduled use of said area; and further, the City and the District agree to maintain such areas in good condition during the periods of their respective responsibility as will be addressed in separate Addenda to this Agreement.

**10. Agreement Development**

Representatives of the District and the City shall meet as necessary, ~~but not less than quarterly,~~ to address the issues that may arise and to discuss scheduling and maintenance issues, equipment replacement schedules, and potential co-funded capital projects. This Agreement and any Addenda thereto shall be reviewed at least annually by these representatives.

**11. Facilities Development**

The parties will involve each other in the planning and design development of new construction or the significant remodel of existing facilities. Upon request, the Superintendent of Schools or the City Manager shall designate a representative of their respective agencies to participate in the project planning process of the other. The purpose of this participation shall be to provide input on facilities development, to explore opportunities to create multipurpose facilities, to avoid unnecessary duplication of facilities, and to facilitate permitting of construction projects.

**12. Supremacy of Addendum**

Should the terms and conditions of any Addendum to this Agreement conflict in part or in total with the terms hereof, then the terms and conditions of the Addendum shall control in relation to the specific properties and/or activities identified in the scope of such Addendum. In addition, if the terms and conditions of this Agreement or an Addendum to this Agreement conflict in part or in total with state laws or other governing statutes, then the state law or other governing statute shall control.

**13. Force Majeure**

Neither party shall be held responsible or be considered in breach of this Agreement based upon events beyond their control or reasonably unforeseeable including, but not limited to, natural disasters, mechanical or structural failures, or unusual athletic success. Each party shall endeavor to notify the other as early as possible should such an event occur or if its likelihood of occurrence increases. The parties shall work to



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minimize the impact of such rare events on the rights and obligations articulated in this Agreement.

**14. Termination**

Either party may terminate this Agreement as it relates to any or all facilities upon giving to the other party twelve (12) months advance written notice of intention to terminate. In the event that termination deprives the non-terminating party of use of a co-funded facility or improvement, the party no longer having access shall be reimbursed its share of the depreciated value of any permanent improvements (e.g. sprinkler systems or buildings). Depreciated value shall be determined by reducing capital cost by 5% per year after the completion of construction or other method mutually agreed to by the parties. Any contributions by King County will be included in this calculation for payment.

**15. Indemnification/Hold Harmless**

The District shall indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the District's use of the City's facility or from the conduct of District business, or from any activity, work or thing done, permitted, or suffered by the District in or about the City's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

The City shall indemnify and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the City's use of the District's facility or from the conduct of City's use of the District's facilities or from the conduct of City business, or from any activity, work or thing done, permitted, or suffered by the City in or about the District's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the District.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, 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.

**16. Insurance**

The District and the City shall purchase and maintain for the duration of this Agreement Commercial General Liability insurance in an amount of not less than \$2,000,000 per occurrence limit and not less than \$2,000,000 general aggregate policy limit. The owner agency shall be named as an additional insured on the user agency's Commercial General Liability insurance policy. Each agency's Commercial General Liability insurance shall include coverage for participant liability. A certificate of insurance

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evidencing the required insurance shall be furnished to the other agency. The insurance certificate shall give a thirty (30)-day notice of cancellation.

|

The insurance policies shall contain, or be endorsed to contain that the insurance coverage of the party using the other's facility shall be primary insurance for liability arising from such use or facility responsibility. Any insurance, self-insurance, or insurance pool coverage maintained by the owner of the facility shall be in excess of the user's insurance and shall not contribute with it.

The aforementioned insurance coverage may be provided by comparable insurance risk pool coverage, and a coverage letter from the risk pool administrator may be provided in lieu of a certificate of insurance.

**17. Nondiscrimination**

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

**18. Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as may be modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager, City of Shoreline  
1750044 Midvale Ave. N.  
Shoreline, WA 98133-490524

Superintendent, Shoreline School District  
18560 1<sup>st</sup> Ave. NE  
Shoreline, WA 98155-2148

**19. Severability**

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

**20. Entire Agreement**

This Agreement, including Addenda contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment or Addenda to this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

~~Robert E. Deis,~~ \_\_\_\_\_ City Manager

Approved as to form:

BY \_\_\_\_\_

~~Ian Sievers,~~ \_\_\_\_\_ City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

~~Jean Watt,~~ \_\_\_\_\_ Superintendent

Approved as to form:

BY \_\_\_\_\_

~~Lester "Buzz" Porter,~~ \_\_\_\_\_ Shoreline School ~~District Board~~  
Attorney

**ADDENDUM TO JOINT USE AGREEMENT**

**EINSTEIN MIDDLE SCHOOL PLAYFIELD AND  
HILLWOOD PARK**

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Einstein Middle School Playfield**, located at 19343 3<sup>rd</sup> Avenue NW, **and Hillwood Park**, located adjacent to the school.

**A. Context and History**

The parties own neighboring parcels in Shoreline, Washington. Portions of each parcel contain a running track and infield. The City also has made facilities adjacent to track/infield available to the District for use by its students. These latter facilities include tennis courts and a multi-use softball/soccer field. District-funded improvements located on City property includes discus throwing area, irrigation and drainage, access ramp to and storage building located adjacent to restrooms.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Maintenance**

Track/Infield-- The District will maintain, repair, and prepare track/infield provided, however, that the City will maintain the restroom facilities located adjacent to the track/infield.

Discus Throwing Area--District will maintain and prepare discus throwing area; however, the party using the area will be responsible for setting up protective fencing.

Tennis Court --The City will maintain and repair tennis courts.

Softball/Soccer Field--From March through August, the City will prepare field for all scheduled softball usage. City will also maintain field for all City soccer use throughout the year. During September and October, the District will prepare field and perform any additional needed field maintenance for District softball **and cross country** usage, and be responsible for padding any soccer goals that are installed during this period of time. From November through February, no softball field usage will be scheduled.

**2. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities prior to, during, and following scheduled usage of such facilities by that party. It also is provided that Einstein School administrative and security staff will have authority to supervise student behavior in Hillwood Park during the school year.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

City Manager

Approved as to form:

BY \_\_\_\_\_

City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

Superintendent

Approved as to form:

BY \_\_\_\_\_

Shoreline School District Attorney

**ADDENDUM TO JOINT USE AGREEMENT**  
**~~SHORECREST HIGH SCHOOL BALLFIELDS~~**  
**AND**  
**HAMLIN PARK BALLFIELDS AND TRAILS**

~~The~~ Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to ~~Shorecrest High School Ballfields, located at 15343 25<sup>th</sup> Avenue NE, and~~ Hamlin Park Ballfields and Trails, located at 16006 15<sup>th</sup> Avenue NE.

**A. Context and History**

The parties own neighboring parcels in Shoreline, Washington. Portions of City-owned parcels have been historically used by the District for baseball, softball, cross country, and running athletic events. In 1996, the District and King County mutually determined they would jointly design, construct, and maintain a new athletic field on the District parcel. In 1997, King County transferred its ownership of the parks to the City of Shoreline.

District Development Responsibility-- The District constructed a new softball field which meets requirements for use by both the District and the City. This field includes bleachers, dugouts, and a batting cage. In addition, the field has provisions for a portable fence at 200 feet for District fastpitch softball use, as well as 275 feet for City and community utilization. Field lighting has also been provided.

County/City Development Responsibilities— In October 1995, King County and the School District entered into an interlocal agreement to provide sports field lighting at this facility. The improvements to the District parcel and related facilities met mutually-agreed upon design standards, which included:

- (a) \$100,000 -- Lighting for softball field, installed on wood poles, designed and constructed by the District.
- (b) \$15,230 -- Engineering and construction supervision for the softball field illumination.
- (c) \$9,000 -- Design revisions to the Hamlin Park restroom building and handicapped accessible pathway, revisions to specifications and site visits during construction.
- (d) \$3,330 -- Hamlin Park restroom electrical and pathway illumination work.

King County also funded costs of relocation and construction of new restroom facility on Hamlin Park parcel adjacent to new District field, for the purpose of making the restroom facility location closer to new District field users.

Beginning in 2015, the District funded improvements to the Ballfields at Shorecrest High School. The City no longer uses these fields.



**B. Intent**

This Addendum is intended to formalize this cooperative use of Hamlin Park Ballfields and Trails by the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Maintenance**

~~Shorecrest High School Ballfield – The District will provide maintenance (mowing and irrigation) and repair year-round. During City usage the fence line will be located by the District at the 275-foot line within two weeks of the end of the fastpitch softball season (including playoffs). The District will provide field prep during District use and the City will provide field prep during City use. All field preparation work will be done after the regular school day or at agreed upon time not in conflict with school activities. During City use, District will provide emergency phone number (or access to light box/irrigation system) for situations when lights or irrigation fail to function.~~

Hamlin Park: Ballfields and Trails: – The City will prepare fields for all City baseball/softball usage. The District will not have regularly scheduled use of the Ballfields, but may request time through the City to use the Ballfields for practice on an emergency basis. prepare fields for District usage. – The District will also clear trails in Hamlin Park of downed branches and trees during the cross country season.

**2. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean-up facilities and parking areas as identified in section three (3) below of this Addendum prior to, during, and following scheduled usage of such facilities by that party. It is also provided that Shorecrest High School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year.

**3. Parking**

The District agrees that the parking facilities constructed on the School parcel shall be made available for use to the City-scheduled users of ~~the Shorecrest Ballfield and adjacent~~ Hamlin Park Ballfields during non-school hours. The City agrees that the parking facilities on the Park parcel (off 25th Ave. NE) shall be made available for use to the District users and students during school hours. Per section two (2) above, supervising and cleanup of each parking lot is the responsibility of the party using the facility.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

~~Robert E. Deis,~~ City Manager

Approved as to form:

BY \_\_\_\_\_

~~Ian Sievers,~~ City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

~~Jean Watt,~~ Superintendent

Approved as to form:

BY \_\_\_\_\_

~~Lester "Buzz" Porter,~~ Shoreline School Board Attorney

**ADDENDUM TO JOINT USE AGREEMENT**  
**KELLOGG MIDDLE SCHOOL TRACK/INFIELD**  
**AND HAMLIN PARK**

~~The~~ Shoreline School District #412 and the City of Shoreline, have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Kellogg Middle School Track/Infield**, located at 16045 25<sup>th</sup> Avenue NE, and **Hamlin Park**, located at 16006 15<sup>th</sup> Avenue NE.

**A. Context and History**

The parties own neighboring parcels in Shoreline, Washington. Portions of each parcel contain a running track and infield.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Maintenance**

The District will maintain, repair, and prepare track/infield. The District will also clear trails in Hamlin Park of downed branches and trees during ~~used~~ the cross country season.

**2. Supervision**

During scheduled usage, each party shall prepare/set-up, supervise, and clean up facility prior to, during, and following scheduled usage by such party. It is further provided that Kellogg School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_  
City Manager

Approved as to form:

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

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_  
Superintendent

Approved as to form:

BY \_\_\_\_\_  
Shoreline School District Attorney

## **ADDENDUM TO JOINT USE AGREEMENT**

### **MERIDIAN PARK SCHOOL TENNIS COURTS**

~~The~~ Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Meridian Park School and Meridian Tennis Courts**, both located at North 170<sup>th</sup> Street and Wallingford Avenue N.

#### **A. Context and History**

The School District owns parcels in Shoreline, Washington. King County Parks constructed the tennis courts located on School District property. In 1997, King County transferred park facilities to the City. The City owns the tennis courts located on these parcels of land.

#### **B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

#### **THE PARTIES AGREE AS FOLLOWS:**

##### **1. Maintenance**

City will provide maintenance and upkeep of the tennis courts.

##### **2. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up tennis courts prior to, during, and following scheduled usage of such facilities by that party. It is also provided that Meridian Park School administrative and security staff will have authority to supervise student behavior on the tennis courts during the school year.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

~~Robert E. Deis,~~ City Manager

Approved as to form:

BY \_\_\_\_\_

~~Ian Sievers,~~ City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

~~Jean Watt,~~ Superintendent

Approved as to form:

BY \_\_\_\_\_

~~Lester "Buzz" Porter,~~ Shoreline School Board Attorney

## **ADDENDUM TO JOINT USE AGREEMENT**

### **PARAMOUNT SCHOOL PARK**

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Paramount School Park**, located at NE 155<sup>th</sup> Street and 8<sup>th</sup> Avenue NE.

#### **A. Context and History**

District owns a parcel of property in Shoreline, Washington, which formerly was the site of Paramount Park Elementary School (property).

Both parties wished to make available to their respective constituents athletic facilities on this property. In 1993, it was determined by both the District and King County to develop one grass soccer field, two new baseball backstops, and to renovate the existing backstop on this property. To this end, the District performed demolition of the Paramount Park School, at an expense to the District of \$146,784.04. King County reimbursed the District for \$100,000 for partial costs of the demolition. King County paid \$209,887 for construction of these new facilities.

In 1999, the City of Shoreline developed a master plan for Paramount School Park and on November 1, 1999 the Shoreline School District School Board reviewed and approved the master plan. On May 15, 2000 the School District gave their approval to include a skate park in the approved master plan for Paramount School Park. In June 2000, the School District and the City agreed the skate park would be included contingent upon removal of the skate park at City expense if the Shoreline School District redevelops Paramount School Park for educational program purposes and requests removal of the skate park by the City.

The City’s general Capital Fund provides funding to construct Phase One Improvements of Paramount School Park and the skate park. The design work is scheduled to be completed in 2000 and construction is scheduled for 2001.

Work in Phase One will include ballfield improvements, parking improvements on the west side of the park, existing path improvements, and relocation of the existing play area.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Removal of Property**

The District does not currently need property for a school building. However, pursuant to RCW 28A.355.040, the District may declare this property again needed for a school and thus remove this property from this Joint Use Agreement. In such case, the District shall give the City twelve (12) months advance notice prior to said removal. The removal of this property from this Agreement shall be a partial termination of the Agreement entitling the City to reimbursement of the depreciated value of improvements by the City or King County. In the event the District redevelops Paramount School Park for educational purposes, the City, upon School District request, agrees to remove the skate park at City expense.

**2. Option To Buy**

If the District elects to sell any or all of the property during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the portion of property at issue. The terms of any purchase by City pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of the City's improvements being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple title.

**3. Maintenance**

The City will prepare field for City usage. The District will prepare field for District usage.

**4. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities prior to, during, and following scheduled usage of such facilities by that party. It is also provided that District administrative and security staff will have authority to supervise student behavior in Paramount Park during the school year.



**5. Facility Development**

The City shall plan, develop, and maintain this facility in the same manner and to the same degree as other park lands operated by the City. The City shall provide the District advanced written notice of and shall involve the District in the planning process for this facility as provided herein. If the School District objects to any public planning process in writing within thirty (30) days of notification and the stated objections are not timely resolved, the City will cancel the public planning process.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

~~Robert E. Deis~~, City Manager

Approved as to form:

BY \_\_\_\_\_

~~Ian Sievers~~, City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

~~Jean Watt~~, Superintendent

Approved as to form:

BY \_\_\_\_\_

~~Lester "Buzz" Porter~~, Shoreline School Board Attorney

## **ADDENDUM TO JOINT USE AGREEMENT**

### **SHORELINE CENTER AND SHORELINE PARK**

~~The~~ Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to the **Shoreline Center and Shoreline Park**, hereafter referred to as Facility, located at 1<sup>st</sup> Avenue NE and North 161<sup>st</sup> Street.

#### **A. Context and History**

The District owns a parcel of property in the City of Shoreline known as the Shoreline Center, which was formerly the site of Shoreline High School. ~~City also owns certain real property adjacent to the Shoreline High School site, commonly known as Shoreline Park located at 1<sup>st</sup> Avenue NE at North 190<sup>th</sup> Street.~~

~~In 1988, King County constructed soccer fields on a portion of District property and on its own adjacent property. Other improvements were also made on the County owned property. The County contributed to the project improvements on both parcels in excess of \$1,125,000.~~

#### **B. Intent**

This Addendum is intended to formalize this cooperative use of Shoreline Center ~~the parties~~ under the Joint Use Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1. Option To Buy**

If the District or the City elects to sell any or all of the property covered by this Addendum during the period of this Agreement, they shall first notify the other party. For ninety (90) days thereafter, the other party shall have the option to buy the portion of property so at issue. The terms of any purchase by the other party pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of any improvements constructed by the purchasing party that are situated on the property being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of party’s exercise of the option;
- (d) Insurable fee simple title.

## 2. Joint Use

The City understands that the Shoreline Center is a conference center owned and operated by the District. As such, it is a revenue center which saves taxpayers of the District tens of thousands of dollars each year. ~~In addition, the City understands that because of unforeseen circumstances, the District may receive a rental request from a third party for certain facilities on short notice, specifically Building F (south classroom wing) and the Shoreline Room. If this occurs, the District will notify the City of the request and will work with the City to relocate their activity, but might be unable to do so. The City will have the option of paying the District's standard fee for the facility rather than relocating or rescheduling its use. The City must comply with the rules and regulations for the Shoreline Conference Center.~~

~~On a space available basis, t~~The District will provide meeting rooms under this JUA for the following standing staff meetings of the City: a) City Council meetings, b) Planning Commission meetings, and c) All-City staff meetings. The preference of the City is for the ~~Rainier and Highlander rooms for the council meetings and the Board Room for the other two. The district will provide the Rainier and the Highlander rooms for city meetings. The board room will not be available for city meetings.~~ If these rooms are unavailable due to circumstances beyond the control of the District, the District will endeavor to provide other meeting room(s) in the Shoreline Center as the projected size of meeting(s) will dictate. The District will work cooperatively with the City to provide other meeting rooms as the need arises. Any other additional city meetings of groups associated with the City groups may use the conference center on a space available basis at the regular assigned fee rate. ~~In addition, the city will provide three points of contact to work directly with the school district conference center to schedule all city events. All callers will be referred to the assigned contact persons to be determined by the city manager's office.~~

~~The city also agrees to purchase all food for related meetings through the district's catering department.~~

All use of the Shoreline Center must comply with the District's rules and regulations associated with use of the Center, including completion of a facility use agreement administered through the District's Conference Center department.

## 3. Maintenance

~~3. The District shall be responsible for all maintenance and upkeep of the Shoreline Center. Soccer Fields and Tennis Courts--The City shall maintain and prepare soccer fields and tennis courts for all scheduled use.~~

**4. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up ~~respective Facility~~ prior to, during, and following scheduled usage of such facilities by that party. It is also provided that ~~District administrative and security staff will have authority to supervise student behavior on soccer fields and tennis courts during the school year.~~ each party will be responsible for any damage caused to the facility as a result of activities sponsored by that party.

**5. User Fees**

~~The City shall not be charged fees~~ Neither party shall charge the other party for the use, routine maintenance, scheduling and/or operation of the Shoreline Center as described in Section 2 ~~any parcels located within the boundary of the land covered under this Agreement.~~ The District may, however, charge the City for direct services provided by the Shoreline Center including, but not limited to ~~costs associated with the provision of meals, food and beverage services, custodial services~~ and special equipment.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

~~Robert E. Deis~~, City Manager

Approved as to form:

BY \_\_\_\_\_

~~Ian Sievers~~, City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

Superintendent

Approved as to form:

BY \_\_\_\_\_

~~Lester "Buzz" Porter~~, Shoreline School Board Attorney

**ADDENDUM TO JOINT USE AGREEMENT**  
**SHORELINE CENTER**  
**A**  
**SHORELINE PARK**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to the **Shoreline Center and Shoreline Park**, hereafter referred to as Facility, located at 1<sup>st</sup> Avenue NE and North 161<sup>st</sup> Street.

**A. Context and History**

The District owns a parcel of property in the City of Shoreline known as the Shoreline Center, which was formerly the site of Shoreline High School. The City also owns certain real property adjacent to the Shoreline High School site, commonly known as Shoreline Park located at 1<sup>st</sup> Avenue NE at North 190<sup>th</sup> Street.

In 1988, King County constructed soccer fields on a portion of District property and on its own adjacent property. Other improvements were also made on the County-owned property. The County contributed to the project improvements on both parcels in excess of \$1,125,000. The County-owned property is now owned by the City of Shoreline.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Option To Buy**

If the District or the City elects to sell any or all of the property covered by this Addendum during the period of this Agreement, they shall first notify the other party. For ninety (90) days thereafter, the other party shall have the option to buy the portion of property so at issue. The terms of any purchase by the other party pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of any improvements constructed by the purchasing party that are situated on the property being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of party’s exercise of the option;
- (d) Insurable fee simple title.

**2. Joint Use**

The City shall have the right to schedule and collect fees, other than from the District, for use of the tennis courts and soccer fields (“Fields A and B”) on the property immediately north of the Shoreline Center.

The District shall have priority scheduling for use of the tennis courts for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- 3:00 – 5:00 p.m. Last week of February – Last week of May
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

The District shall have priority scheduling for use of Shoreline A and B soccer fields for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- No more than three (3) days per week during the above periods
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

The Parties acknowledge the 2017 update to the JUA does not entitle the District to priority scheduling for use of Shoreline A and B soccer fields in the spring season. In the event the District’s athletics program is expanded in the future to include additional soccer teams (such as “C” teams at the high schools), the Parties agree to revisit regular District priority scheduling of Shoreline A and B soccer fields in the spring season.

District reservations shall be made 7 months in advance for both the tennis courts and soccer fields.

The District shall review plans and make every reasonable effort to approve City improvements to the tennis courts or the soccer fields.~~understands that the Shoreline Center is a conference center owned and operated by the District. As such, it is a revenue center which saves taxpayers of the District tens of thousands of dollars each year. The City must comply with the District’s rules and regulations for use of the Shoreline Conference Center.~~

~~On a space available basis, the District will provide meeting rooms under this JUA for staff meetings of the City. Any other additional groups may use the conference center on a space available basis at the regular assigned fee rate.~~

**3. Maintenance**

Soccer Fields and Tennis Courts--The City shall maintain and prepare soccer fields and tennis courts for all scheduled use. In the event the City installs new

synthetic turf on the soccer fields that is intended to be groomed with equipment owned by the District, the District and City shall consider an agreement for the District to assist on a quarterly basis with the grooming of the synthetic turf fields.

**4. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up respective Facility prior to, during, and following scheduled usage of such facilities by that party. It is also provided that District administrative and security staff will have authority to supervise student behavior on soccer fields and tennis courts during the school year.

~~Addendum – Shoreline Center and Shoreline Park  
Page 3 of 3~~

5. User Fees

Neither party shall charge the other party for the use, routine maintenance, scheduling and/or operation of ~~any parcels located within the boundary of the land covered under this Agreement the tennis courts and soccer fields on the property covered under the Addendum.~~ The District may, however, charge the City for direct services provided by the Shoreline Center including, but not limited to, ~~costs associated with the provision of meals, food and beverage services, and special equipment.~~

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY \_\_\_\_\_

~~Robert E. Deis,~~ City Manager

Approved as to form:

BY \_\_\_\_\_

~~Ian Sievers,~~ City Attorney

SHORELINE SCHOOL DISTRICT #412

BY \_\_\_\_\_

Superintendent

Approved as to form:

BY \_\_\_\_\_

~~Lester “Buzz” Porter,~~ Shoreline School Board Attorney



**ADDENDUM TO JOINT USE AGREEMENT**

**SHORELINE POOL  
AND SHORELINE PARK  
AS AMENDED / /**

~~The~~ Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Shoreline Pool** ~~and Shoreline Park~~, located at 1<sup>st</sup> Avenue NE and North 161<sup>st</sup> Street.

**A. Context and History**

The District owns a parcel of property in Shoreline, Washington, which formerly was the site of the Shoreline High School and was later converted into the Shoreline Center. The City owns Shoreline Park located at 1<sup>st</sup> Avenue NE at North 190<sup>th</sup> Street. The Swimming Pool, showers, locker rooms, and related facilities, hereafter referred to as “Shoreline Pool”<sup>1</sup>, is located on ~~the~~ District’s parcel at 19030 1<sup>st</sup> Avenue NE, north of the Shoreline Center ~~adjacent to or~~ the premises of Shoreline Park.

The Shoreline Pool was built subject to Forward Thrust Bond covenants as contained in the Resolution No. 34571, as passed by the Board of County Commissioners on December 18, 1967. The Pool ownership transferred to the City of Shoreline on June 1, 1997 under an Agreement with King County. District usage of ~~the~~ Facility is within purposes for which ~~the~~ Pool was funded and constructed.

In 1999, the City of Shoreline developed a master plan for the Shoreline Pool to expand the women’s locker room, expand the lobby, improve work spaces, improve pool and building mechanical, electrical and plumbing systems to extend the life of the pool by 20 years. The design work will be completed in 2000, and construction in 2001. The City’s General Capital Fund provides funding for the pool renovation project including the parking improvements for the Shoreline Pool that were designed and constructed during, 1999, 2000, and 2001.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Ownership of Facility**

The facility known as Shoreline Pool is owned by the City, but is located on District property.

**2. Option To Buy**

If the District elects to sell any or all of the property covered by this Addendum during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the portion of property so at issue. The terms of any purchase by City pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the depreciated value of the City's improvements on the parcel being sold.
- (b) Cash at closing;
- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple title.

**3. Joint Use**

The joint use scheduling representatives shall assure that the District is scheduled 3 hours of time between pool opening and 6 p.m. for swim team practices during the high school swim season. This 3 hours shall be scheduled at least ninety (90) days in advance.

**4. Facility or Program Equipment**

The District shall furnish and supply all expendable materials and equipment necessary for carrying on District-sponsored activities in Shoreline Pool unless otherwise agreed.

**5. User Fees**

If space is available, the School District may schedule other activities at the pool beyond the times noted in Section 3 Joint Use. The City will charge the District an hourly rental fee listed in the City's current Fee Ordinance for public school usage rates (S.M.C. 3.01). The City reserves the right to annually revise and evaluate the rates. The City will notify the District in writing of proposed amendments to the Fee Ordinance thirty (30) days before adoption.

**6. Maintenance**

The City shall repair, maintain, and generally prepare the facility for all scheduled use. The District will train City staff to use the District’s scoreboard; only City staff who have been trained by the District will access the scoreboard.

**7. Preparation for Use**

The District shall prepare/set-up the facility for its specific activities prior to and during its scheduled use. The District shall clean up and return the facility to its prior condition following its scheduled usage.

**8. Supervision**

It is also provided that District staff will have authority to supervise student behavior at Shoreline Pool during District usage times. Unless otherwise specifically provided for, the City shall not be responsible for providing lifeguards or other safety personnel and shall not be responsible for supervising student behavior during District usage of the facility. School programs shall be conducted in conformance with the safety regulations adopted by the Washington State Board of Health WAC 246-260-100 (3)(a); (4)(a), (d); (5)(a), (c), (g); and (6)(a), (c) as amended. School District personnel acting as swim or diving coaches may substitute United States Swimming or Diving National Safety Certification.

**9. Parking**

The District agrees that the parking facilities constructed on the School parcel shall be made available for use to the users of the Shoreline Pool. When parking overflow occurs in the Pool parking lot, the District agrees to allow Pool users access to adjacent Shoreline Center parking (subject to space availability). The City agrees that the parking lot adjacent to the pool may be used for District parking during non-Pool hours, (subject to space availability). Supervision and clean-up of each parking lot is the responsibility of the party using the lot during their scheduled usage time.

**10. Facility Development**

The City, as the agency responsible for the maintenance of the pool facility, may close the facility for repairs or renovation. The City will provide the District as much notice as possible of such planned closures and will make a good faith effort to minimize the impacts of such closures on District use of the facility. Where the District has been involved in the planning for capital improvements to the pool facility as provided herein, only extraordinary circumstances will justify the failure of the District to provide any requisite authorization for City to complete said improvements that are consistent with the facility’s purpose and District’s use of the facility. The District further reaffirms its commitment to extend the City’s lease of the District land on which a portion of the pool facility rests for a period equal to the reasonably expected life of the pool facility as improved over time.

**11. Insurance**

The District’s Commercial General Liability policy required under the Insurance paragraph (paragraph 16) of the Joint Use Agreement shall include coverage for use of the Shoreline Pool in an amount not less than \$5,000,000 per occurrence and not less than \$10,000,000 general aggregate.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_

~~Robert E. Deis~~, City Manager

Approved as to form:

BY \_\_\_\_\_

~~Ian Sievers~~, City Attorney

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_

~~Joan Watt~~, Superintendent

Approved as to form:

BY \_\_\_\_\_

~~Lester “Buzz” Porter~~, Shoreline School District Board Attorney

## **ADDENDUM TO JOINT USE AGREEMENT**

### **SHOREVIEW PARK**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated \_\_\_\_\_ (“Agreement”). This Addendum to that Agreement relates to **Shoreview Park**, hereafter referred to as Facility, located at *[fill in address of Shoreview Park]*.

#### **A. Context and History**

The City owns a parcel of property in the City of Shoreline known as Shoreview Park located at *[fill in address of Shoreview Park]*.

#### **B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1. Option To Buy**

If the District or the City elects to sell any or all of the property covered by this Addendum during the period of this Agreement, they shall first notify the other party. For ninety (90) days thereafter, the other party shall have the option to buy the portion of property so at issue. The terms of any purchase by the other party pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of any improvements constructed by the purchasing party that are situated on the property being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of party’s exercise of the option;
- (d) Insurable fee simple title.

#### **2. Joint Use**

The City shall have the right to schedule and collect fees, other than from the District, for use of the tennis courts at Shoreview Park.

The District shall have priority scheduling for use of the tennis courts for school purposes as follows:

- 3:00 – 5:00 p.m. Last week of August – First week of November
- 3:00 – 5:00 p.m. Last week of February – Last week of May
- Exceptions to the above schedule based on availability and mutual agreement of the Parties.

District reservations shall be made 7 months in advance.

**3. Maintenance**

Tennis Courts--The City shall maintain and prepare tennis courts for all scheduled use.

**4. Supervision**

It is provided further that each party shall prepare/set-up, supervise, and clean up respective Facility prior to, during, and following scheduled usage of such facilities by that party. It is also provided that District and City administrative and security staff will have authority to supervise student behavior on tennis courts during the school year.

**5. User Fees**

Neither party shall charge the other party for the use, routine maintenance, scheduling and/or operation of the tennis courts on the property covered under the Addendum.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

**CITY OF SHORELINE**

BY \_\_\_\_\_  
City Manager

Approved as to form:

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

**SHORELINE SCHOOL DISTRICT #412**

BY \_\_\_\_\_  
Superintendent

Approved as to form:

BY \_\_\_\_\_

Shoreline School Board Attorney

**ADDENDUM TO JOINT USE AGREEMENT  
SPARTAN RECREATION CENTER**

Amended as of     /     /

~~The~~ Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated 8/29/00, and amended as of 10/21/2013 ("Agreement"). This Addendum to that Agreement relates to ~~the~~ Spartan Recreation Center facility (hereafter "Facility") as described below, located at the Shoreline Center at 18560 1st Ave. NE, Shoreline WA, and the terms and conditions of this Addendum supplement the application of the Agreement to the Spartan Recreation Center facility defined herein.

A. Context and History

The School District passed a bond issue that included funding for renovation of the gymnasium facility at the Shoreline Center. The design and construction focused on a vision of creating broader community access to the Facility for public recreation. Prior to 2000, the School District Athletic Department operated this Facility at the Shoreline Center complex. The dance room and gym were available for public use. King County Parks; City of Shoreline Parks, Recreation and Cultural Services Department; and youth and community organizations used the Facility for community recreation purposes.

In 2000, the City and the School District entered into a joint use agreement for City and School District facilities with a vision and intent to maximize public use of public facilities while maintaining them as sustainable assets.

The School District completed a \$2 million renovation of the Facility and renamed it Spartan Recreation Center in May 2001. The Spartan Recreation Center facility has a total of 34,727 square feet. Newly renovated spaces total 23,500 square feet or 68% of the building including a double gym, dance room, weight room, fitness room, office and lobby spaces, and ADA accessible restroom. In addition, men's and women's locker rooms were partially renovated and are available for public use.

The School District has exclusive use of 7,200 square feet or 20% of the building for School District purposes. This includes one locker room in the northwest corner of the building for visiting teams using the Stadium adjacent to the Spartan Recreation Center. It also includes a former locker room located on the north side of the gym that has been modified, but largely unimproved, that is being used for storage.

The remaining 4,000 square feet or 12% of the building is unimproved. This includes an old locker room on the south side of the gym that is vacant. The City's 2001-2005 Capital Improvement Program ~~has included~~ \$650,000 ~~included~~ for investment in the Spartan Recreation Center. The funds ~~we~~ are targeted to renovate this 4,000 square foot area for multipurpose rooms and support areas that would compliment the gym and fitness rooms. Once ~~this is completed~~ completed, the City ~~will oversees~~ 80% of the building footprint for community recreation purposes. The City's program use of the facility ~~is expected to expand~~ expanded with the added facilities.

In 2001, the school district and city staff members collaborated to develop a joint operations plan for the newly renovated Spartan Recreation Center facility. This addendum is based upon the August 2001 Joint Operations Plan.



THE PARTIES AGREE AS FOLLOWS:

1. Facility Subject to Joint Use Agreement

The Spartan Recreation Center facility is added to those properties subject to the Agreement as of the date this Addendum is fully executed. The Spartan Recreation Center facility is a separate building located on the Shoreline Center campus.

The District shall designate parking spaces immediately in front of the Spartan Gym for use by community members while they participate in the City's recreational programs. The City may work with the District's facility use staff to identify additional parking for special events, recognizing such additional parking will need to be coordinated with other District-approved uses of the Shoreline Center.

2. Removal of Facility

The District does not currently need the Facility for a school building. However, pursuant to RCW 28A.355.040, the District may declare the Spartan Recreation Center facility again needed for school purposes and thus remove this Facility from this Joint Use Agreement. In such case, the District shall give the City twelve (12) months advance notice prior to said removal. The removal of this Facility from this Agreement shall be a partial termination of the Agreement entitling the City to reimbursement of the depreciated value of improvements by the City.

3. Option To Buy

If the District elects to sell any or all of the Facility during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the Facility at issue. The terms of any purchase by the City pursuant to such election shall be as follows:

- (a) the purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of the City's improvements being sold;
- (b) cash at closing;
- (c) closing within ninety (90) days of City's exercise of the option; and
- (d) insurable fee simple title.

4. Maintenance and Operations

The School District shall provide and pay for routine maintenance of fixed building systems and equipment (i.e., HVAC, plumbing, and similar built in facility systems). ~~and repair of the interior and exterior of the Facility.~~ The City shall provide and pay for the cost of maintaining, repairing and replacing the interior finishes and furnishings subject to wear and tear primarily due to the City's recreational use of the facility (i.e., painting interior walls, refinishing the gym floor, waxing restroom floors, maintaining fitness equipment, and similar interior finishes and portable equipment). Major building maintenance repair and restoration shall be shared on a pro-rata basis according to use by School District and City operated programs.

The School District will mow and maintain the north utility field. The City will maintain the landscaping and grounds immediately surrounding the Spartan Recreation Center. The City shall pay for repair of vandalism to the building interior associated with program use administered by

the City. ~~Major building maintenance repair and restoration shall be shared on a pro-rata basis according to use by School District and City operated programs.~~

The City will provide its own custodial service for the Spartan Recreation Center. This will take place no later than January 1, 2007 or within 90 days of prior budget approval by the Shoreline City Council.

The City shall pay for all utilities. The Spartan Recreation Center is not a separate account for utility billing purposes, therefore the City's cost for utilities is determined through an allocation formula that multiplies the cost of all Shoreline Center utilities by the City's share of the square footage of the Spartan Recreation Center divided by the total square footage of the Shoreline Center. The City's initial utility bill shall be a fixed amount each month based on the monthly average of the prior year's actual monthly billings (January through December). The City shall pay an annual adjustment in February to adjust the prior year's billings to cover actual costs.

I

The City will administer public recreation programs for the community. The City will provide supervision, scheduling, development and implementation of recreation programs, and collection and receipt of fees. The City shall operate this Facility, including facility additions developed under Section 6, in the same manner and to the same degree as other park and recreation facilities operated by the City. All fees collected by the City shall be retained by the City to offset its program expenses and utilities. The City and School District will review costs and use on an annual basis and make recommendations for modifications in cost sharing on a bi-annual basis.

The School District and City shall meet ~~at least annually quarterly~~ to develop the program schedule. The School District will have priority scheduling during regular school hours for special events and from 3:00-5:00 p.m., Monday through Friday, for after-school activities. The City of Shoreline will have priority scheduling at all other times.

The School District will receive credit for their initial capital investment in weight room equipment as the proportionate costs are calculated on an annual basis until the City's replacement costs add up to the amount the School District funded initially.

5. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities used by that party after regular hours of operation.

It is also provided that District administrative and security staff will have authority to supervise student behavior in Spartan Recreation Center during the school year.

6. Facility Development

The City and District shall collaborate in the planning and design process for the additional improvements to the Facility. The plans, specifications and standards for the placement of all equipment, facility ~~modificationsies~~ and improvements at the Spartan Recreation Center facility (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the School District prior to any installation thereof, which approval shall not be unreasonably withheld. If the School District objects to any public planning process in writing within thirty (30) days of notification and the stated objections are not timely resolved, the City will cancel the public planning process.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf: \_\_\_\_\_

Dated:

\_\_\_\_\_  
For the City of Shoreline

Approved as to form:

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

Dated:

\_\_\_\_\_  
For Shoreline School District

Approved as to form:

\_\_\_\_\_  
School District Attorney

**ADDENDUM TO JOINT USE AGREEMENT****SUNSET SCHOOL SITE**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated August 29, 2000 (“Agreement”). This Addendum to that Agreement relates to the use of Sunset School Site, located at 17800 10<sup>th</sup> Avenue NW. Authority for this Addendum is contained in Chapter 39.34 RCW (interlocal cooperation act) and Chapter 28A.335 RCW (school district property).

**A. Context and History**

The District owns the above-referenced parcel of property in Shoreline, Washington, which formerly was the site of Sunset Elementary School (“Property”).

The parties wish to make the Property available for public recreational use. In 2008, the parties entered into a mutual commitment to the development of a community park on the Property, contingent on a community group securing funding for park planning by 2010. The funding was obtained and the City completed a Master Plan for development of the Property with park amenities including sports fields, a community garden, a playground, paths, and picnic facilities.

Construction of the park facilities will be the responsibility of the City of Shoreline, and the schedule and intended improvements shall be coordinated with the District as described in section 9 of the above-referenced Joint Use Agreement.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:****1. District Right to Reclaim**

The District does not currently need the Property for a school building. However, pursuant to RCW 28A.335.040, the District may reclaim the Property for school district purposes and remove the Property from the Joint Use Agreement if needed for school facilities, upon twelve (12) months advance notice to the City.

In anticipation of the District’s exercise of its right to reclaim the Property, the City shall not construct or install any fixtures, structures, or facilities on the footprint reserved for a school building based upon the existing Sunset School footprint (pg. 44 of the 2010 Sunset School

Site & Boeing Creek Open Space master plan, Exhibit A), including but not limited to picnic shelters, restrooms, playgrounds, sports courts, or skateboard areas.

**2. Removal of Property**

If the District elects to reclaim the Property pursuant to Section 1 above, the District shall have the option to keep any fixtures installed by the City, including but not limited to play structures and sport courts, by paying the City the depreciated value of the improvements as described in section 14 of the Joint Use Agreement. Alternatively, the City shall remove the improvements at the District’s request. The District shall pay the cost of removal.

**3. Option to Buy**

If the District elects to sell any or all of the Property during the period of this Agreement, it shall first notify the City. Within ninety (90) days of this notification, the City will notify the District of its intent to negotiate a purchase-sale agreement for the Property or a portion thereof. The terms of any purchase by the City pursuant to such election shall be as follows:

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of the property being sold, less the remaining depreciated value of the City’s improvements being sold;
- (b) Cash at closing;
- (c) Closing within one (1) year of the City’s notification to the District of its intent to purchase the property;
- (d) Insurable fee simple title.

**4. Maintenance**

The City shall have sole responsibility for maintenance and upkeep of the Property for the duration of this Agreement. The City shall provide security and supervision of the Property consistent with that provided in other City of Shoreline parks. The City shall be solely responsible for handling reservations and scheduling use of facilities. The City shall be entitled to all revenue received from park use fees and reservations.

**5. Memorial Garden**

The City shall retain the Memorial Garden at its current location along 10<sup>th</sup> Avenue NW, regardless of other improvements that may be done on the site by the City.

**6. Demolition of school building**

The District shall arrange and pay for the demolition of the Sunset Elementary School building, and shall complete the demolition by the end of 2012 unless unanticipated circumstances, events, or conditions create delay. Demolition will include the removal of the building improvements, foundation, and surrounding asphalt/landscaped area as shown on Exhibit B.

**7. Facility Development**

Development of the Property for public recreational purposes shall proceed in accordance with the Sunset School Site & Boeing Creek Open Space master plan, attached as Exhibit A to this Agreement. The current covered play area, shown on Exhibit B to this Agreement, shall not be demolished and shall be made available for recreational use until such time that the City and School District mutually agree to its removal by the City with a funded option to develop the transition zone outlined in the master plan.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Approved as to form

BY \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

SHORELINE SCHOOL DISTRICT #412

BY \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Approved as to form

BY \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

**Exhibit A**

Sunset School Site & Boeing Creek Open Space Master Plan, May 2010

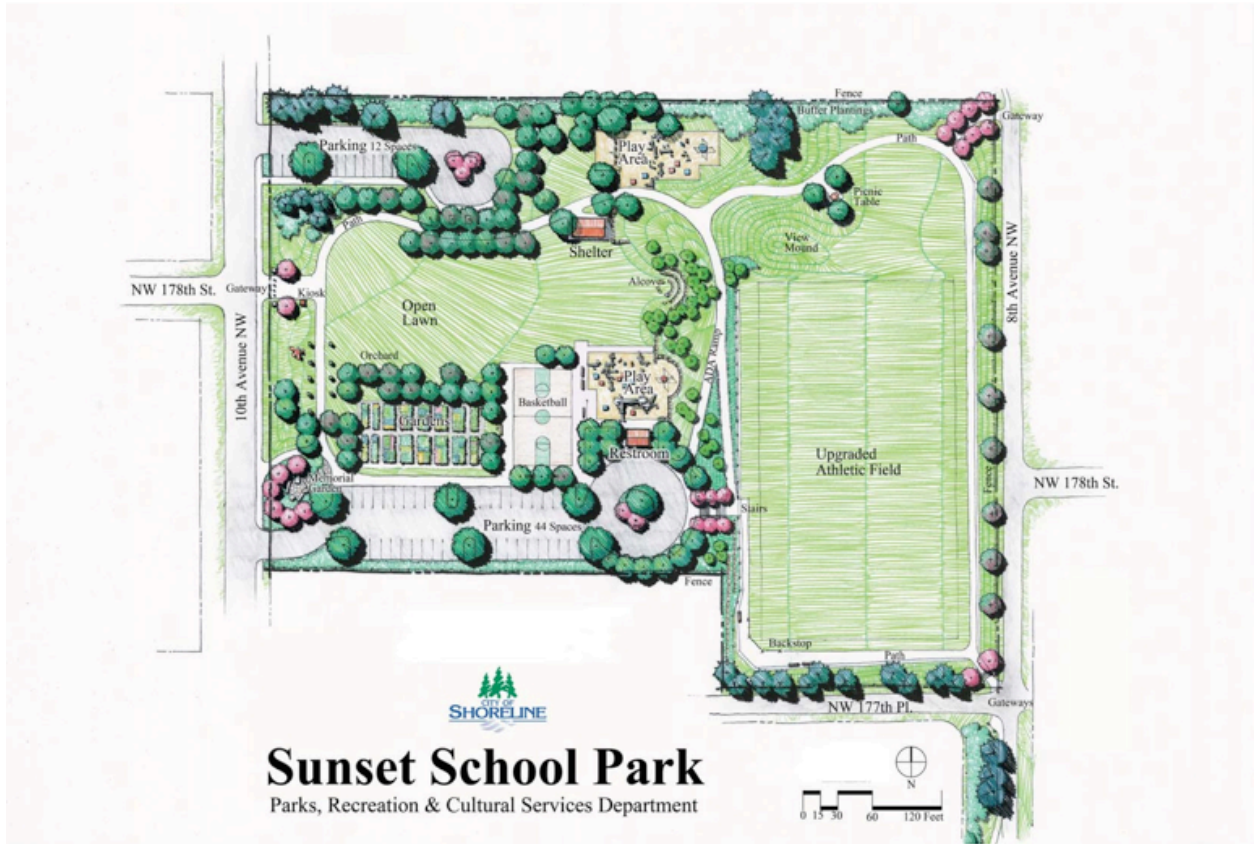
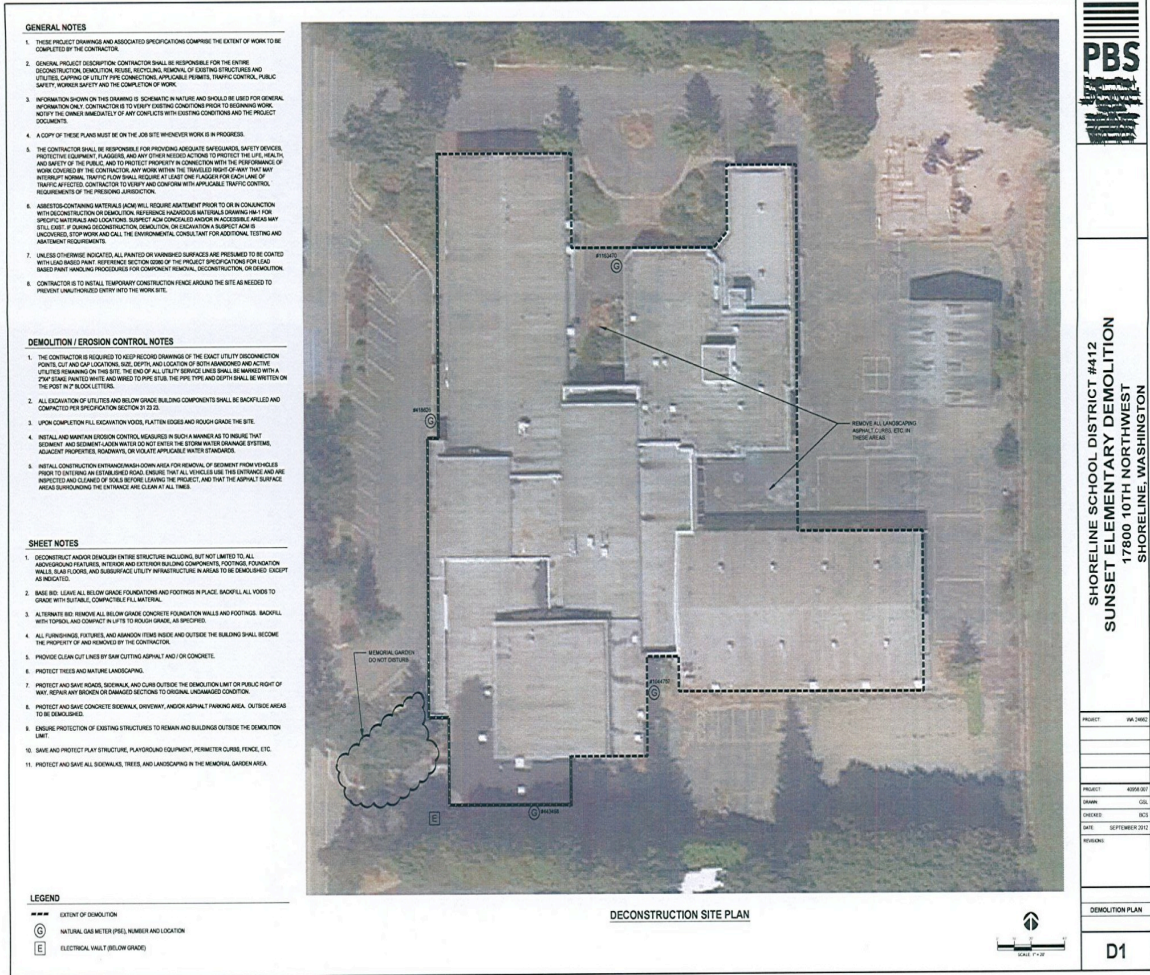




Exhibit B  
Map of Sunset School Demolition Area



**ADDENDUM TO JOINT USE AGREEMENT**

COMPOST FACILITY

AMENDED AS OF \_\_\_\_ / \_\_\_\_ / \_\_\_\_

~~The~~ Shoreline School District #412 and the City of Shoreline ~~have~~ entered into a Joint Use Agreement dated 8/29/00 (“Agreement”). This Addendum to that Agreement relates to the Compost Facility (hereafter “Facility”) as described below, located at ~~the~~ Shorecrest High School at 15343 25<sup>th</sup> Avenue N.E., Shoreline, WA, and the terms and conditions of this Addendum supplement the application of the Agreement to Compost Facility defined herein.

As of the Date of this Addendum, the Parties have agreed to discontinue their Joint Use Agreement pertaining to the Compost Facility previously located at Shorecrest High School.

**~~A. — Context and History~~**

~~Green, vegetative waste is a product of the City’s right-of-way and the School District’s grounds maintenance programs. Disposal of the waste can cost money, if it is taken to a solid waste collection station, or it can cause neighborhood odor and health issues, if dumped in a pile without maintenance.~~

~~In 2000, the City and the School District developed a Joint Use Agreement, with the vision of partnering to provide the best service with the least possible expenditure.~~

~~To promote this vision, the City proposes to build a small compost facility in the southwest corner of Shorecrest High School grounds, in the vicinity of the existing School District green waste site. Both the City and the School District will share use of the facility, and the City will provide the staff and equipment to maintain it.~~

~~In 2001, School District and City staff formed a Project Planning Team and attended a workshop and field trip to facilitate the development and implementation of the compost facility.~~

**~~THE PARTIES AGREE AS FOLLOWS:~~**

**~~1. — Facility Subject to Joint Use Agreement~~**

~~The Compost Facility is added to those properties subject to the Agreement as of the date this Addendum is fully executed. The Compost Facility is a separate building located on the Shorecrest High School grounds, substantially as depicted on the design attached hereto as Exhibit A.~~

**Addendum – Compost Facility**

Page 2 of 3

~~2. **Option To Buy** If the District elects to sell the Shorecrest High School property or the portion where the compost facility is located during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the area at issue. The terms of any purchase by City pursuant to such election shall be as follows:~~

- ~~(a) the purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of the City's improvements being sold;~~
- ~~(b) cash at closing;~~
- ~~(c) closing within ninety (90) days of City's exercise of the option; and~~
- ~~(d) insurable fee simple title.~~

~~3. **Construction, Maintenance, and Operations**~~

~~The City shall construct the Compost Facility and provide for maintenance and minor repair of the interior and exterior of the Facility. The School District shall pay for repair of damage directly resulting from program use administered by the School District and vandalism. Major building repair and restoration (over \$1000) shall be shared on a pro-rata basis according to past use by School District and City operated programs.~~

~~The City shall pay for utility costs associated with the compost facility.~~

~~The City and the School District shall meet annually to review facility operation, update each parties historic and future usage, and explore possible joint public and student education program development.~~

~~Addendum — Compost Facility~~  
~~Page 3 of 3~~

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf:

**Dated:** \_\_\_\_\_

**CITY OF SHORELINE**

\_\_\_\_\_  
~~Steven Burkett,~~ City Manager

Approved as to form:

\_\_\_\_\_  
~~Ian Sievers,~~ City Attorney

**Dated:** \_\_\_\_\_

**SHORELINE SCHOOL DISTRICT**

\_\_\_\_\_  
~~Dr. James M. Welsh,~~ Superintendent

Approved as to form:

\_\_\_\_\_  
~~Lester "Buzz" Porter,~~ School District Attorney

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

<b>AGENDA TITLE:</b>	Adoption of Resolution No. 409 - Surplus Vehicles and Equipment in Accordance with SMC 3.50.030(B)
<b>DEPARTMENT:</b>	Administrative Services Department
<b>PRESENTED BY:</b>	Sara Lane, Administrative Services Director Dan Johnson, Fleet & Facilities Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Staff is requesting City Council approval of the surplus of certain vehicles and equipment in accordance with Section 3.50.030(B) of the Shoreline Municipal Code (SMC). SMC 3.50.030 (B), which relates to the sale of surplus property with values in excess of \$2000 by live auction, requires City Council approval for the sale of these surplus assets.

Staff intends to sell the identified vehicles and equipment via a live auction conducted by James G. Murphy, the private auctioneer under contract with the City. However, the Shoreline School District (SSD) has expressed interest in a 2000 Ford 1 Ton Pickup with a plow and sander (Vehicle 119). Vehicle 119 has an estimated value of \$7,000. SMC 3.50.040(A) permits the sale of surplus property with this value to another governmental entity without City Council approval. While the City's Fleet Services Division would work with SSD staff to negotiate a reasonable and competitive price for the vehicle, if negotiations fail, staff would sell this vehicle at live auction.

In order to approve the surplus of these vehicles, Council must adopt proposed Resolution No. 409, which is attached to staff report as Attachment A.

**RESOURCE/FINANCIAL IMPACT:**

The estimated cost to surplus all of the items identified in this report, if all were sold by private auction, is \$2,700. This represents the 10% commission the auctioneer retains.

**RECOMMENDATION**

Staff recommends Council adopt Resolution No. 409 authorizing the surplus of identified vehicles and equipment estimated at \$27,000 in value in accordance with SMC 3.50.030(B). As provided in SMC 3.50.030(A), Vehicle 119 may be sold to SSD but Council approval for surplus and auction is still being requested.

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

## BACKGROUND

Staff has identified certain vehicles and equipment for surplus because they are no longer of public use for City operations. SMC 3.50.030(B) requires City Council approval for the sale by live auction of surplus personal property with an individual item value in excess of \$2,000.

The following surplus vehicles and equipment exceed the \$2,000 value limit threshold identified in the SMC. These values are based on evaluations using Kelley Blue Book and a private auction company.

<b>Vehicle Number</b>	<b>Vehicle/Equipment Description</b>	<b>Estimated Value</b>
116	2000 Ford 1 Ton Pickup with Plow	\$6,000
119	2000 Ford 1 Ton Pickup with Plow & Sander	\$7,000
214	2001 RD25 - Hydrostatic Vibratory Roller	\$4,000
232	2002 Cimline Crack Sealer	\$8,000
N/A	1989 Mantle 50 Ton Scale from North Maintenance Facility	\$2,000
<b>Total</b>		<b>\$27,000</b>

## DISCUSSION

Staff intends to sell the identified vehicles and equipment via a live auction conducted by James G. Murphy, the private auctioneer under contract with the City. However, the Shoreline School District (SSD) has expressed interest in a 2000 Ford 1 Ton Pickup with a plow and sander (Vehicle 119). Vehicle 119 has an estimated value of \$7,000. SMC 3.50.040(A) permits the sale of surplus property with a value of less than \$50,000 to another governmental entity without City Council approval. Fleet Services intends to work with SSD staff to negotiate a reasonable and competitive price for the vehicle. But, if negotiations fail, the vehicle would need to be sold at live auction. Therefore, in the event the vehicle is not sold to SSD, staff has included within this request so that it can be sold at auction.

This will be the second time the City has used the private auction services of James G. Murphy. In comparison to the use of the State's Department of Enterprise Services or trade-ins for disposal of surplus property, the use of a private auction service has provided the following benefits:

- Higher financial returns generated from the advertisement and auction process;
- Expedite the removal of fleet surplus items from City property creating additional storage space and parking spaces for City customers and employees;
- Faster return of revenue to the Fleet Equipment Program; and
- Removal of surplus items from the Washington Cities Authority Association (WCIA) insurance coverage.

### **RESOURCE/FINANCIAL IMPACT**

The estimated cost to surplus all of the items identified in this report, if all were sold by private auction, is \$2,700. This represents the 10% commission the auctioneer retains.

### **RECOMMENDATION**

Staff recommends Council adopt Resolution No. 409 authorizing the surplus of identified vehicles and equipment estimated at \$27,000 in value in accordance with SMC 3.50.030(B). As provided in SMC 3.50.030(A), Vehicle 119 may be sold to SSD but Council approval for surplus and auction is still being requested.

### **ATTACHEMENT**

Attachment A: Proposed Resolution No. 409

**RESOLUTION NO. 409**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DECLARING CERTAIN CITY-OWNED VEHICLES AND EQUIPMENT SURPLUS AND AUTHORIZING THEIR SALE AS PROVIDED IN SHORELINE MUNICIPAL CODE, CHAPTER 3.50.**

WHEREAS, Shoreline Municipal Code (SMC) Chapter 3.50 authorizes the City to dispose of personal property surplus to the needs of the City; and

WHEREAS, the Administrative Services Director has certified that certain vehicles and equipment owned by the City of Shoreline with fair market values in excess of \$2,000 each are no longer of public use to the City and that the sale thereof is in the best interests of the City; and

WHEREAS, SMC 3.50.030 provides that surplus personal property may be sold by calling for sealed bids or by live auction; and

WHEREAS, SMC 3.50.040 provides that surplus personal property may be sold to another governmental entity without council authorization if valued at less than \$50,000; and

WHEREAS, the Shoreline School District has expressed an interest in Vehicle 119, a 2000 Ford 1 Ton Pickup with Plow and Sander, and the City intends to negotiate for a reasonable and competitive price with the District for this vehicle; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Declaration of Surplus Personal Property.** The following vehicles and equipment are declared surplus to the needs of the City of Shoreline:

<b>Vehicle Number</b>	<b>Vehicle /Equipment</b>	<b>Estimated Value</b>
116	2000 Ford 1 Ton Pickup with Plow	\$6,000
119	2000 Ford 1 Ton Pickup with Plow and Sander	\$7,000
214	2001 RD25 - Hydrostatic Vibratory Roller	\$4,000
232	2002 Cimline Crack Sealer	\$8,000
N/A	1989 Mantle 50 Ton Scale from North Maintenance Facility	\$2,000

**Section 2. Authorization to Sell and Dispose of Surplus Personal Property.** The Administrative Services Director is hereby authorized to sell and dispose of the Surplus Personal Property by Live Auction as provided in SMC 3.50.030(B) EXCEPT that Vehicle 119 may be sold directly to the Shoreline School District for a reasonable and competitive price as provided in SMC 3.50.040(A). If Vehicle 119 is not sold directly to the Shoreline School District, then it may be sold at Live Auction as provided in SMC 3.50.030(B).



**ADOPTED BY THE CITY COUNCIL ON MAY 8, 2017.**

\_\_\_\_\_  
Christopher Roberts, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Simulcik Smith, City Clerk

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

<b>AGENDA TITLE:</b>	2018-2023 Transportation Improvement Plan Public Hearing
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Nytasha Sowers, Transportation Services Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Discussion

**PROBLEM/ISSUE STATEMENT:**

In accordance with RCW 35.77.010, cities in Washington State are required to prepare and adopt a comprehensive six-year transportation plan. A city's six-year transportation improvement plan (TIP) must be consistent with its comprehensive plan transportation element. RCW 35.77.010 requires that the City hold at least one public hearing on the TIP and submit the adopted TIP to the Washington State Secretary of Transportation. Tonight's public hearing is an opportunity for public comment prior to Council action to adopt the 2018-2023 TIP on May 22, 2017. Council adoption is done by resolution, and proposed Resolution No. 410 (Attachment A) would adopt the 2018-2023 TIP (Exhibit A).

**RESOURCE/FINANCIAL IMPACT:**

There is no financial impact associated with adoption of the TIP. The projects identified in the City's TIP are a combination of funded projects in the CIP, including projects that are partially funded or underfunded, as well as currently unfunded projects the City would like to undertake should funding become available. Listing projects in the TIP makes them grant eligible, as most grant programs will not fund projects not included in a jurisdiction's TIP. The vast majority of projects included in the TIP are unfunded or partially funded. All of the funded programs are identified as underfunded, as additional work could be completed through these programs with supplemental funding.

**RECOMMENDATION**

Staff recommends that Council hold the public hearing to receive comments on the proposed 2018-2023 TIP. Staff also recommends that Council provide guidance regarding any additional revisions to the 2018-2023 TIP, including items that should be added or removed. Staff does recommend that Council remove Project 5, the 25<sup>th</sup> Avenue NE Sidewalk project, from the TIP when the TIP is brought back to Council for adoption. Council is scheduled to adopt the 2018-2023 TIP through adoption of proposed Resolution No. 410 on May 22, 2017.

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

## **BACKGROUND**

In accordance with RCW 35.77.010, cities in Washington State are required to prepare and adopt a comprehensive six-year transportation plan. A city's six-year transportation improvement plan (TIP) must be consistent with its comprehensive plan transportation element. RCW 35.77.010 requires that the City hold at least one public hearing on the TIP and to submit the adopted TIP to the Washington State Secretary of Transportation. The Department of Transportation has historically accepted submittals of TIPs through the month of July.

The six-year TIP should include transportation projects, such as road and bridge work as well as new or enhanced bicycle or pedestrian facilities. In addition to local projects, the TIP should also identify projects and programs of regional significance for inclusion in the regional TIP. The City's TIP is used to secure federal funding for transportation projects as part of the Statewide Transportation Improvement Plan (STIP).

The development of the TIP and how it supports the City's Capital Improvement Plan (CIP) was discussed at the April 24, 2017 Council meeting. The staff report for this discussion is available at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport042417-8a.pdf>. Tonight's public hearing is an opportunity for public comment prior to Council action to adopt the 2018-2023 TIP on May 22, 2017. Council adoption is done by resolution, and proposed Resolution No. 410 (Attachment A) would adopt the 2018-2023 TIP (Exhibit A).

## **DISCUSSION**

At the April 24, 2017 Council discussion on the TIP, Council inquired about the specific inclusion of the 25<sup>th</sup> Avenue NE Sidewalk project in the TIP. Staff explained that the 25<sup>th</sup> Avenue NE Sidewalk project was added to the TIP several years ago in support of the construction of the North Maintenance Facility (NMF). This proposed project would extend sidewalks along the west side of 25<sup>th</sup> Avenue NE from NE 195<sup>th</sup> Place to NE 200<sup>th</sup> Street, providing sidewalks in front of the proposed NMF and in front of Bruggers Bog Park.

Typically only projects that are identified as a high priority in the Transportation Master Plan's (TMP) prioritized list of sidewalk improvements are included in the TIP. As noted at the April 24<sup>th</sup> Council meeting, the 25<sup>th</sup> Avenue NE Sidewalk project is currently identified a medium priority project in the 2011 TMP/Sidewalk Prioritization, but because of the impacts to the neighborhood and the benefit of constructing frontage improvements for the NMF, the sidewalk project was added. Since the decision to add this project to the TIP was made, development of the NMF has been delayed and it is now not expected to be constructed in the next six years. The City is also in the process of re-evaluating how sidewalk projects are prioritized in the TMP with staff planning to have an updated list of priority projects by the end of 2017. Given the delay in development of the NMF and City's plan to re-evaluate how sidewalks are prioritized, staff suggests that the 25<sup>th</sup> Avenue NE Sidewalk project be removed from the 2018-2023 TIP and re-evaluated for next year's 2019-2024 TIP if it prioritizes as a high priority.

One change to the proposed 2018-2023 TIP that staff has made since the April 24<sup>th</sup> Council discussion is to Project 10 - Westminster and North 155<sup>th</sup> Street Improvements. This project should have had a total cost of \$5.5M instead of \$20.5M, and the total cost of the TIP should have been \$364,370,740 instead of \$ 379,370,740. This error has now been corrected as is shown in the attached 2018-2023 TIP (Exhibit A).

### **RESOURCE/FINANCIAL IMPACT**

There is no financial impact associated with adoption of the TIP. The projects identified in the City's TIP are a combination of funded projects in the CIP, including projects that are partially funded or underfunded, as well as currently unfunded projects the City would like to undertake should funding become available. Listing projects in the TIP makes them grant eligible, as most grant programs will not fund projects not included in a jurisdiction's TIP. The vast majority of projects included in the TIP are unfunded or partially funded. All of the funded programs are identified as underfunded, as additional work could be completed through these programs with supplemental funding.

### **RECOMMENDATION**

Staff recommends that Council hold the public hearing to receive comments on the proposed 2018-2023 TIP. Staff also recommends that Council provide guidance regarding any additional revisions to the 2018-2023 TIP, including items that should be added or removed. Staff does recommend that Council remove Project 5, the 25<sup>th</sup> Avenue NE Sidewalk project, from the TIP when the TIP is brought back to Council for adoption. Council is scheduled to adopt the 2018-2023 TIP through adoption of proposed Resolution No. 410 on May 22, 2017.

### **ATTACHMENTS**

Attachment A: Proposed Resolution No. 410

Attachment A, Exhibit A: 2018-2023 Transportation Improvement Plan

**RESOLUTION NO. 410**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING A SIX-YEAR (2018-2023) TRANSPORTATION IMPROVEMENT PLAN AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND TRANSPORTATION IMPROVEMENT BOARD.**

WHEREAS, the City Council of the City of Shoreline has previously adopted a Comprehensive Plan including a six-year Transportation Improvement Plan required by RCW 35.77.010 as part of the Transportation Element of the Plan; and

WHEREAS, the City Council of the City of Shoreline has reviewed the work accomplished under the said Plan, determined current and future City Street needs, and based upon these findings a Six-Year Transportation Improvement Plan for the ensuing six (6) calendar years has been prepared; and

WHEREAS, a public hearing was held on the Six-Year Transportation Improvement Plan on May 8, 2017;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** Plan Adopted. The Six-Year Transportation Improvement Plan for the City of Shoreline for the ensuing six (6) calendar years (2018-2023 inclusive) attached hereto as Exhibit A and incorporated herein by this reference, which Plan sets forth the project location, type of improvement and estimated cost thereof, is hereby adopted.

**Section 2.** Filing of Plan. Pursuant to Chapter 35.77.010 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

**ADOPTED BY THE CITY COUNCIL ON May 22, 2017.**

\_\_\_\_\_  
Mayor Christopher Roberts

**ATTEST:**

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

# EXHIBIT A

## City of Shoreline 2018-2023 Transportation Improvement Plan

### 1. What is the Six-Year Transportation Improvement Plan (TIP)?

The City of Shoreline Six-Year Transportation Improvement Plan (TIP) is a short-range planning document that is updated annually based upon needs and policies identified in the City's Comprehensive Plan and Transportation Master Plan. It identifies Shoreline's current needed transportation projects and programs for the next six years. Some projects identified in the TIP are significant enough in nature that they will take longer than six years to complete.

### 2. What is included in the TIP?

A project sheet for each project or program in the TIP has been developed and includes the following:

- **Scope/Narrative:** A description of the project or program including the specific work to be performed, project elements, project/program purpose and/or interagency coordination efforts.
- **Funding:** Identifies whether a project is funded, partially funded or unfunded and known funding sources.
- **Funding Outlook:** A description of the current funding projection for the project, including possible funding sources (when applicable).
- **Project Status:** Identifies Council goals achieved by each project, the stage of a project (such as design, environmental review or construction), previous years' work and expenditures and/or potential revenue sources for projects.
- **Purpose/Goals Achieved:** Identifies which of several purposes the project satisfies and/or general goals the project achieves including Non-motorized Transportation; System Preservation; Growth Management; Improves Efficiency and Operations; Safety; Major Structures; Corridor Study; and/or Interjurisdictional Coordination.

Projects in the TIP are sorted into three categories: Funded Programs, Funded Projects, Unfunded Projects. Projects and programs that are underfunded or partially funded are included in the funded categories. Generally, funded projects are those included in the City's 2017-2022 Capital Improvement Plan. All projects and programs identified for 2021 are unfunded. All of the funded programs are identified as underfunded, as additional work could be completed through these programs with supplemental funding. The TIP also identifies the potential for new projects or programs that may arise from current City planning efforts in the Emerging Projects section. The final section provides a summary of projects included in the 2017-2022 TIP that are scheduled for completion in 2016.

### 3. Project Costs and Funding

Each project listed in the TIP includes an estimated cost, the amount of funding secured or unsecured and the funding source(s) for the six year period covered by the TIP. Existing and new project and program costs need to cover all phases of a project (described below), including the staff time necessary to administer them. If grant funding has been secured from a specific source, it is identified. The Funding Outlook section of each project sheet identifies the total project cost and any previous expenditures. Potential grant funding sources are also identified in this section.

Projects listed that are necessary to accommodate growth and allow the City to maintain its adopted Levels of Service may be funded in part by transportation impact fees. The costs for projects programmed for the first three years of the TIP have been developed with a higher level of detail whereas those in the latter three years have been developed with less specificity, as the projects are generally less defined. Unless otherwise noted, project costs do not include the costs for placing overhead utilities underground.

#### **4. Developing the TIP**

The annual TIP update starts with the previously adopted TIP. Projects in the previously adopted TIP are reviewed and projects that have been completed, or because of changing conditions, are no longer needed are removed from the TIP. Existing projects may also be updated based upon completed studies, refined project scopes or revised cost estimates. The remaining projects carried over from the previous TIP are reviewed for changes to cost estimates, project funding, schedule, or scope during the update process to ensure that the best information is represented in the TIP.

New projects are generated from many sources, including the City's adopted Transportation Master Plan (TMP), Comprehensive Plan, Council priorities, identification of new issues or deficiencies, response to growth, accident locations or the potential to secure grant funding. The City may use tools such as pavement management rating, analysis of accident data and transportation modeling to help identify potential new projects. Potential new projects undergo a review of scope, priority, schedule and cost analysis.

Updated projects from the previous TIP and new projects are then used to create a draft TIP project list. The phasing and funding of these projects in the draft TIP is based on an evaluation of project priority compared with priorities laid out in the TMP and Comprehensive Plan, commitments to projects and programs that are already underway, secured grants, partnerships the City has entered into with other jurisdictions and agencies and new opportunities that arise to leverage local transportation funding in combination with other funding sources.

Once the draft TIP has been developed, a public hearing is held to provide an opportunity for the community comment. Based on the results of the public hearing and comments from the Shoreline City Council a final version of the TIP is developed. This final version is then adopted by the City Council.

#### **5. Emerging Projects**

The City of Shoreline is currently engaged in several long range planning efforts that will identify additional transportation improvements needed in the City. Because the type and costs of potential projects will not be known until the completion of the planning stage, it is difficult to include them in the TIP at this time. Once the planning process is complete and projects more clearly defined, they can be included in future TIPs.

##### Light Rail Station Access Improvements

In anticipation of the commencement of light rail service in 2023, the City is planning for land use changes around the future stations located in Shoreline near NE 145<sup>th</sup> Street and NE 185<sup>th</sup> Street. Higher residential densities and a mix of land use types near the stations, as well as transit users traveling to the stations will create an increased demand for multi-modal transportation facilities.

Transportation impacts and needs associated with future land use changes as well as the necessary solutions to resolve them are outlined in the subarea plans. The redevelopment of the station areas is expected to occur over many decades.

The City of Shoreline is currently working with Sound Transit to identify light rail station access improvements that will support existing and future transportation needs near these stations. In general, the access improvements under discussion will improve access for pedestrians and bicyclists, transit and para transit riders, motorists and "kiss and ride" users. Agreed to improvements will be incorporated into future TIPs.

#### Park and Ride Demand Analysis

With the beginning of light rail service in Shoreline in 2023, in the City is also anticipating significant changes to its transit network. In preparation for this change, the City is evaluating the demand for parking citywide and identifying transit facilities and infrastructure needed to support the City's transit network and service as well as improve transit level of service, speed and reliability. This information will help identify those infrastructure improvements and capital improvement projects that will could City funded and those that could be funded in partnership with transit agencies. The parking study is scheduled for completion in 2017 and identified parking and transit related improvements will be incorporated into future TIPs.

## **6. Relationship of the TIP to other Transportation Documents**

### ***A. Six-Year Capital Improvement Plan***

Once adopted, the TIP helps to guide funding and implementation priorities during the development of the transportation portion of the Capital Improvement Plan (CIP). The CIP is a six-year financial plan addressing capital needs and is updated along with the development of the City's operating budget. The CIP shows the City-funded portion of projects and is constrained by current budget forecasts, whereas the TIP shows the complete project list, including unfunded projects and programs. The first year of the CIP is adopted as part of the annual budget

### ***B. Transportation Master Plan***

The City of Shoreline's Transportation Master Plan (TMP) is the long-range blueprint for travel and mobility, describing a vision for transportation that supports the City's adopted Comprehensive Plan. The TMP provides guidance for public and private sector decisions on local and regional transportation investments, including short-, mid-, and long-range transportation and related land-use activities. In this way, the City can assess the relative importance of projects and schedule their planning, engineering and construction as growth takes place and the need for the facilities and improvements is warranted. It also establishes a prioritization of the projects to be included in future capital improvement plans. The TMP covers all forms of personal travel – walking, bicycling, transit and automobile.

### ***C. State and Federal Requirements***

State law requires that each city develop a local TIP and that it be annually updated (RCW 35.77.010). It is also requires that projects be included in the TIP in order for cities to compete for



transportation funding grants from most federal and state sources. Federal grant funded and regionally significant projects from the first three years of the City's TIP are included in the Regional TIP, which is assembled by the Puget Sound Regional Council for King, Kitsap, Pierce, and Snohomish Counties. The Regional TIPs from around the State are then combined to form the State TIP, which is approved by the Governor and then submitted to the Federal Highway Administration and Federal Transit Authority for their review and approval.

## **6. Funding Challenges**

As is the case for most jurisdictions, the need for transportation improvements in Shoreline greatly outweighs the City's ability to fund them in both the short and long term. In addition to major capital projects such as intersection or corridor improvements, there is an on-going need to maintain the existing system. This includes repair, maintenance and preservation work, such as Bituminous Surface Treatment (BST) or overlays, upgrades and repairs to traffic signals, installation of new street lights and curb ramp upgrades. It is difficult to estimate the annual backlog or degree to which the City's transportation program is underfunded, as new projects are identified annually and maintenance is a continuous necessity. The unfunded projects and programs included in this six year TIP (not including the unfunded portions of partially funded projects) total \$211,106,153.

The City of Shoreline funds transportation capital projects from the General Fund, Real Estate Excise Tax (REET), Transportation Benefit District (TBD) and grant revenue from local, state and federal governments. Because some of these revenue sources are so closely tied to the health of the economy they can be somewhat unpredictable, making it challenging for the City to plan for transportation improvements with assurance that funding will be available.

Historically the largest sources of funding for Shoreline's transportation programs and projects have been grants. Funding for transportation projects is available from federal, state and local resources. Each funding source has specific rules and guidelines about what types of projects they will fund, how much of a project will be funded and timelines for expenditure of funds. Most grant programs require a funding match, which means that the City must also contribute funding to the cost of a project. The granting agency may also have restrictions about the source of the funding match. For example, a state funded grant might be restricted from having another state funded grant serve as the match. Funding programs for bicycle and pedestrian transportation projects are very limited, especially in comparison to funding for highway and roadway projects. Quite often, granting agencies prefer to fund construction of projects rather than planning, design or environmental work. Having projects fully designed and "shovel ready" improves their ability to compete for funding. The competitive nature of grant funding and the specific requirements associated with available grants narrow the opportunities for many of the City's high priority projects to obtain outside funding.

## **7. Lifecycle of a Project**

Depending upon the size and/or degree of complexity associated with a project, it can take several years to complete. For example, the three mile Aurora Corridor Improvement Project completed in early 2016, began the initial planning work in 1997. Large projects may be divided into several smaller projects in order to manage the project more effectively, comply with grant funding requirements or minimize inconvenience to the community during construction. Throughout all

phases of a project, the City is committed to maintaining open communications with the community. The process to develop projects generally includes the following steps.

*Planning and Alternatives Development* – During this phase, conceptual ideas for a project are identified, evaluated and narrowed, sometimes to a single option. Citizens, community organizations, neighboring jurisdictions and other stakeholders help shape the project. Public meetings provide updates to the community and help the City gather feedback.

*Preliminary Design and Environmental Review* – This phase identifies potential environmental impacts of the project alternative(s). The level of review and documentation depends on the scope of the project and its potential for environmental impacts. An Environmental Impact Statement (EIS) is prepared for large projects with potentially significant impacts. Development of a State Environmental Policy Act (SEPA) checklist may be prepared for projects not requiring an EIS. A similar review under the National Environmental Policy Act (NEPA) is required for projects that receive federal funding. The project's design moves from conceptual to preliminary as initial engineering begins.

During this phase:

- If required, a SEPA checklist or Draft EIS is published followed by a public comment period. Responses to those comments are found in the Final EIS.
- Preliminary design is completed.
- The City selects the project that will eventually be built.

*Final Design and Property Acquisition* – In this phase, architects and engineers define what the project will look like as well as the technical specifications for the project. Field work is performed including testing soil conditions and ground water levels, surveying, and locating utilities. Additionally, the City acquires any necessary private property and easements. This phase is often referred to as "Projects, Specifications and Estimate (PS and E)".

*Construction* – Construction time varies widely from project to project. The City balances the need to complete the project on time and on budget while minimizing construction impacts to the community.

Unforeseen site conditions, weather, design corrections and the complexity of a project are some of the factors that can influence the schedule. Construction schedules can also be affected by environmental restrictions, such as permissible timeframes to work in fish bearing waters.

### **Contact Information**

For additional information, contact Nytasha Sowers, Transportation Services Manager, 206.801.2481, [nsowers@shorelinewa.gov](mailto:nsowers@shorelinewa.gov).

The following is a list of projects included in the TIP. A description of each project can be found below.

**FUNDED PROGRAMS (FULLY OR UNDERFUNDED)**

1. Curb Ramp, Gutter and Sidewalk Program (*underfunded*)
2. Traffic Safety Improvements (*underfunded*)
3. Annual Road Surface Maintenance Program (*underfunded*)
4. Traffic Signal and Intelligent Transportation System (ITS) Improvements (*underfunded*)

**FUNDED PROJECTS (FULLY OR PARTIALLY)**

5. 25<sup>th</sup> Avenue NE Sidewalk
6. 145<sup>th</sup> Street (SR 523) Corridor Improvements (*partially*)
7. 145<sup>th</sup>/I-5 Interchange Improvements (*partially*)
8. 148<sup>th</sup> Non-motorized Bridge (*partially*)
9. Trail Along the Rail (*partially*)
10. Westminster and N 155<sup>th</sup> Improvements
11. N/NE 175<sup>th</sup> Street Corridor Improvements (*partially*)
12. N/NE 185<sup>th</sup> Street Corridor Improvements (*partially*)
13. Richmond Beach Road Rechannelization

**UNFUNDED PROJECTS**

14. N 160<sup>th</sup> Street, Aurora to Dayton/Greenwood
15. Greenwood/Innis Arden/160<sup>th</sup> Intersection improvements
16. 15<sup>th</sup> Avenue NE – NE 175<sup>th</sup> Street to NE 195<sup>th</sup> Street
17. Fremont Avenue N – N 175<sup>th</sup> Street to N 185<sup>th</sup> Street
18. Point Wells Potential Mitigation Projects
19. Major Pavement Rehabilitation Projects
20. Meridian Avenue N - N 145<sup>th</sup> Street to N 205<sup>th</sup> Street
21. NE Perkins Way Improvements – 10<sup>th</sup> Avenue NE to 15<sup>th</sup> Avenue NE
22. N 165<sup>th</sup> Street and Carlyle Hall Road N Sidewalk and Intersection Safety
23. Ballinger Way - NE 205<sup>th</sup> Street to 19<sup>th</sup> Avenue NE Access Control Preliminary Design
24. N 185<sup>th</sup> Street and Linden Avenue N Intersection Improvements
25. 3<sup>rd</sup> Avenue NW and NW Richmond Beach Road Intersection Improvements
26. Westminster Way (South), N 155<sup>th</sup> Street to Fremont Avenue N
27. New Sidewalks
28. 145<sup>th</sup> Street, Aurora Avenue to 3<sup>rd</sup> Avenue NW

**EMERGING PROJECTS**

1. Light Rail Station Area Multi-modal Access Improvements
2. Park and Ride Demand Analysis

**PROJECT SCHEDULED FOR SUBSTANTIAL COMPLETION IN 2017**

1. Echo Lake Safe Routes to School
2. Bicycle System Plan Implementation – Minor Improvements
3. Citywide Radar Speed Signs
4. Meridian Avenue N and N 155<sup>th</sup> Street Intersection Phase Changes

PROJECTS SCHEDULED FOR SUBSTANTIAL COMPLETION IN 2017

PROJECT NAME	PROJECT DESCRIPTION	COST	FUNDING SOURCES
Echo Lake Safe Routes to School	This project will construct sidewalks (including curb and gutter), curb ramps, and crosswalks on N 195th Street between Meridian Avenue N and Wallingford Avenue N, directly adjacent to Echo Lake Elementary. The new sidewalk will connect to sidewalk already in place in front of the school east to the N 195th Street Trail, which connects student walkers and bicyclists to the surrounding neighborhoods.	\$ 419,000	Safe Routes to School, Roads Cap
Bicycle System Plan Implementation – Minor Improvements	Implement the majority of the City of Shoreline's adopted Bicycle System Plan through the installation of bicycle lanes, sharrows and route signage. Wayfinding signage that helps guide nonmotorized travelers to destinations throughout Shoreline and in neighboring jurisdictions will accompany the installation of facilities. Implementation will include the design of facilities, procurement of materials, construction and project management. Improvements that would be installed as part of this project do not include those that would require significant capital projects, construction or right-of-way acquisition, as these are identified as components of other projects within this TIP.	\$ 585, 725	Federal STP and Roads Cap
Citywide Radar Speed Signs	This project includes the installation of speed feedback signs (radar speed signs) at the following five locations: 1. Greenwood Ave N between Westminster Way N and N 160th Street (northbound and southbound) 2. 5th Ave NE between NE 192nd Street and NE 205th Street (northbound and southbound) 3. 1st Ave NE between N 145th Street and N 155th Street (northbound and southbound) 4. 15th Ave NW between NW Richmond Beach Rd and NW 205th St (northbound and southbound) 5. NW Innis Arden Way between Greenwood Ave N and 10th Ave NW (westbound only) "	\$ 121,000	HSIP, Roads Cap
Meridian Avenue N and N 155th Street Intersection Phase Changes	This project will revise northbound/southbound signal phasing from permissive to flashing yellow arrow operation to address at-angle collisions at the intersection of Meridian Ave N and N 155th St. It will decrease intersection radii to lower vehicle turning speeds and reduce pedestrian crossing distance for increased pedestrian safety and repair and provide vehicle and bicycle detection where needed and rebuild intersection sidewalks, curb ramps and pedestrian signal system for ADA compliance.	\$359,000	HSIP, Roads Cap



# Transportation Improvement Program 2018 to 2023

## Individual Project Locations

### Fully or Partially Funded Projects

5. 25th Ave NE Sidewalks
6. 145th St (SR 523) Corridor Improvements
7. 145th/I-5 Interchange Improvements
8. 148th Non-motorized Bridge
9. Trail along the Rail
10. Westminster Way N and N 155th St Improvements
11. N/NE 175th St - Corridor Improvements
12. N/NE 185th St - Corridor Improvements
13. Richmond Beach Road - Rechannelization

### Unfunded Projects

14. N 160th St - Aurora Ave N to Dayton/Greenwood Aves
15. Greenwood Ave N/Innis Arden Way/N 160th St - Intersection Improvements
16. 15th Ave NE - NE 175th St to NE 205th St
17. Fremont Ave N - N 175th St to N 185th St
18. Point Wells Potential Mitigation Projects
20. Meridian Ave N - N 145th St to N 205th St
21. NE Perkins Way Improvements - 10th Ave NE to 15th Ave NE
22. N 165th St and Carlyle Hall Rd N - Sidewalk and Intersection Safety
23. Ballinger Way - NE 205th St to 19th Ave NE - Access Control Preliminary Design
24. N 185th St and Linden Ave N - Intersection Improvements
25. 3rd Ave NW and NW Richmond Beach - Intersection Improvements
26. Westminster Way - N 155th St to Fremont Ave N
28. 145th St - Aurora Ave N to 3rd Ave W

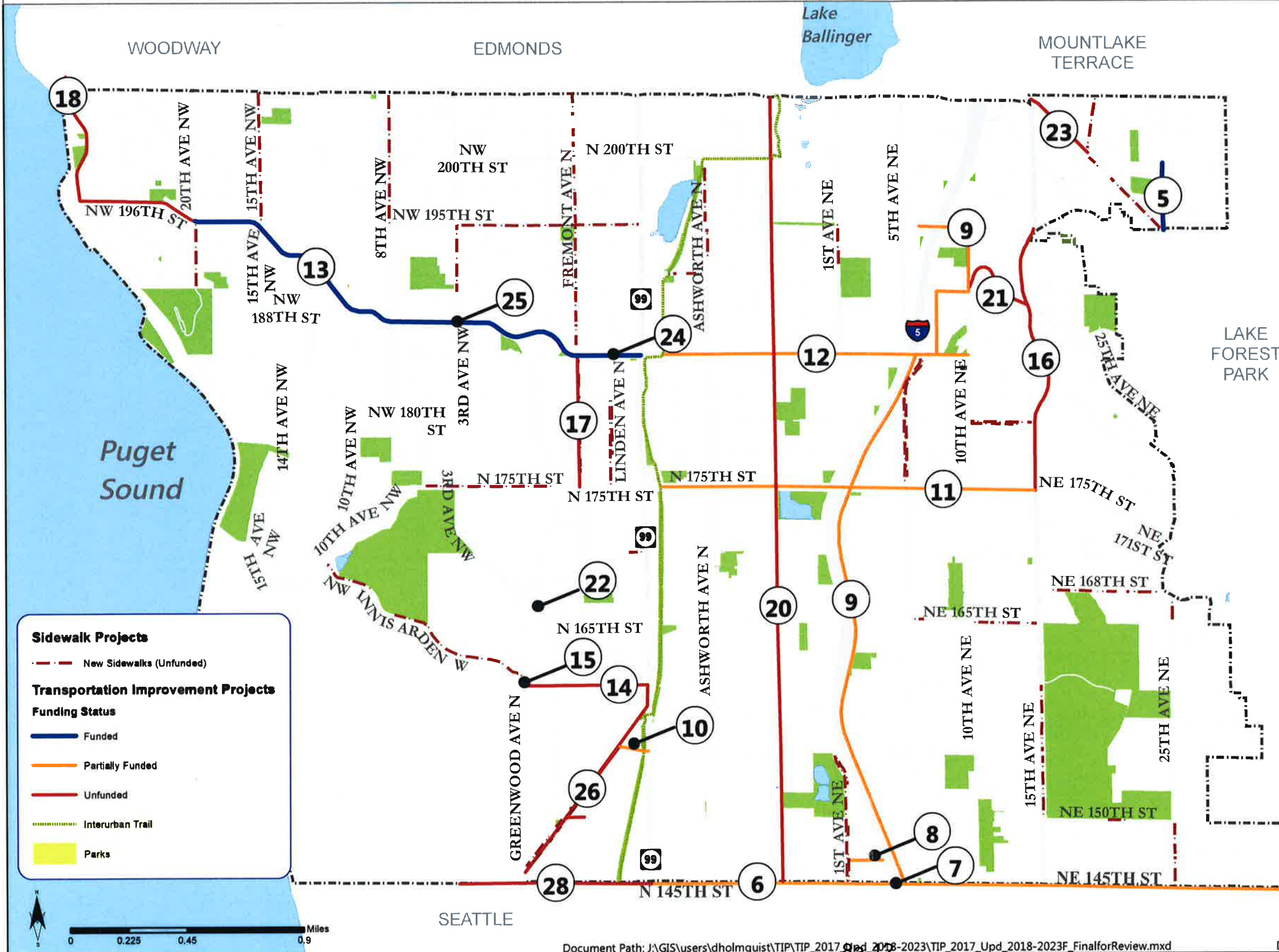
### Citywide Improvements

#### Underfunded

1. Curb Ramp, Gutter and Sidewalk Program
2. Traffic Safety Improvements
3. Annual Road Surface Maintenance Program
4. Traffic Signal/ITS Improvements

#### Unfunded

19. Major Pavement Rehabilitation Projects
27. New Sidewalk Projects





Project	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2018-2023 Total
<b>FUNDED PROGRAMS (FULLY OR PARTIALLY)</b>							
1. Curb Ramp, Gutter and Sidewalk Program	\$ 190,000	\$ 190,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,180,000
2. Traffic Safety Improvements	\$ 160,775	\$ 163,814	\$ 167,005	\$ 175,355	\$ 184,123	\$ 184,123	\$ 1,035,195
3. Annual Road Surface Maintenance Program	\$ 1,100,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 7,100,000
4. Traffic Signal and Intelligent Transportation System (ITS) Improvements	\$ 121,551	\$ 127,628	\$ 134,010	\$ 140,711	\$ 147,746	\$ 147,746	\$ 819,392
<b>FUNDED PROJECTS (FULLY OR PARTIALLY)</b>							
5. 25th Avenue NE Sidewalk	\$ 60,000	\$ 510,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 595,000
6. 145th Street (SR 523) Corridor Improvements, Aurora Ave N to I-5	\$ 2,448,000	\$ 6,000,000	\$ 7,500,000	\$ 10,000,000	\$ 10,000,000	\$ 6,570,000	\$ 42,518,000
7. SR 523 (N/NE 145th Street) & I-5 Interchange Improvements	\$ 3,000,000	\$ 160,000	\$ -	\$ 10,000,000	\$ 6,840,000	\$ -	\$ 20,000,000
8. 148th Street N Non-motorized Bridge Project	\$ 500,000	\$ 1,600,000	\$ 5,000,000	\$ 5,000,000	\$ 4,000,000	\$ -	\$ 16,100,000
9. Trail Along the Rail	\$ 275,000	\$ 500,000	\$ 500,000	\$ 4,000,000	\$ 3,000,000	\$ 725,000	\$ 9,000,000
10. Westminster and N 155th Improvements	\$ -	\$ 5,500,000	\$ -	\$ -	\$ -	\$ -	\$ 5,500,000
11. N/NE 175th Street Corridor Improvements	\$ 1,640,000	\$ 2,460,000	\$ 2,200,000	\$ 2,200,000	\$ 7,150,000	\$ 7,150,000	\$ 22,800,000
12. N/NE 185th Street Corridor Improvements	\$ 700,000	\$ -	\$ -	\$ 8,539,000	\$ 8,539,000	\$ 8,539,000	\$ 26,317,000
13. Richmond Beach Rd Rechannelization	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
<b>UNFUNDED PROJECTS</b>							
14. N 160th from Aurora to Dayton/Greenwood	\$ 100,000	\$ 700,000	\$ 700,000	\$ -	\$ -	\$ -	\$ 1,500,000
15. Greenwood/Innis Arden/160th Intersection Improvements	\$ 100,000	\$ 700,000	\$ 700,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 6,000,000
16. 15th Avenue NE – NE 175th Street to NE 205th Street	\$ -	\$ -	\$ 6,176,793	\$ -	\$ -	\$ -	\$ 6,176,793
17. Fremont Avenue N – N 175th Street to N 185th Street	\$ -	\$ -	\$ 6,292,720	\$ -	\$ -	\$ -	\$ 6,292,720
18. Point Wells Potential Mitigation Projects	\$ -	\$ -	\$ -	\$ -	\$ 45,490,000	\$ 45,490,000	\$ 90,980,000
19. Major Pavement Rehabilitation Projects	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 12,000,000
20. Meridian Avenue N – N 145th Street to N 205th Street	\$ -	\$ -	\$ -	\$ -	\$ 9,117,000	\$ 9,117,000	\$ 18,234,000
21. NE Perkins Way Improvements – 10th Avenue NE to 15th Avenue NE	\$ -	\$ -	\$ 3,681,540	\$ -	\$ -	\$ -	\$ 3,681,540
22. N 165th Street and Carlyle Hall Road N Sidewalk and Intersection Safety	\$ -	\$ -	\$ -	\$ -	\$ 2,482,000	\$ 2,482,000	\$ 4,964,000
23. Ballinger Way - NE 205th St to 19th Ave NE Access Control Preliminary Design	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 10,800,000	\$ 11,000,000
24. N 185th Street and Linden Avenue N Intersection Improvements	\$ -	\$ 530,100	\$ -	\$ -	\$ -	\$ -	\$ 530,100
25. 3rd Ave NW and NW Richmond Beach Rd Intersection Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,320,000	\$ 2,320,000
26. Westminster Way N (South). N 155th St to Fremont Ave NB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ 5,000,000
27. New Sidewalk Projects	\$ 1,227,000	\$ 6,300,000	\$ 6,300,000	\$ 6,300,000	\$ 6,300,000	\$ 6,300,000	\$ 32,727,000
28. 145th Street, Aurora Ave N to 3rd Ave NW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,700,000	\$ 9,700,000
<b>Total Expenditures by Year</b>	<b>\$ 13,922,326</b>	<b>\$ 28,841,542</b>	<b>\$ 42,777,068</b>	<b>\$ 51,255,066</b>	<b>\$ 108,149,869</b>	<b>\$ 119,424,869</b>	<b>\$ 364,370,740</b>

**FUNDED PROGRAMS**  
**(FULLY OR PARTIALLY)**

## Project # and Name

### 1. Curb Ramp, Gutter and Sidewalk Program

## Scope / Narrative

The ongoing Curb Ramp, Gutter and Sidewalk Program includes replacement of curb ramps that do not comply with the Americans with Disabilities Act (ADA) standards; design and construction of new, ADA compliant curb ramps in locations where none exist; and repairing and replacing existing concrete gutters and sidewalks damaged by tree roots, cracking or settlement. In a related project, the City is undertaking a City-wide inventory of all pedestrian facilities in the public right of way as a step toward an ADA compliance plan. The City-wide inventory will help to determine priorities for this capital program as well.

## Funding

FUNDING SOURCE	PARTIALLY FUNDED					UNFUNDED	2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Roads Capital	\$ 190,000	\$ 190,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,180,000

## Funding Outlook

This program is currently funded through an annual transfer from the General Fund. It is underfunded, as it is known that additional work is needed to fully maintain the existing sidewalks. It is unknown how much additional funding is needed at this time. A full inventory is required in order to accurately assess the need and an inventory and condition assessment is funded in the 2017 budget. Additionally, new requirements for curb ramp upgrades associated with projects such as traffic signal improvements and pavement overlays continue to increase the costs associated with this program. It is estimated this program is less than 50% funded. Future TIPs may include this information.

## Project Status

Annual program, 2018-2023. This program helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Non-motorized         | <input type="checkbox"/> Major Structures                 |
| <input checked="" type="checkbox"/> System Preservation   | <input type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                | <input type="checkbox"/> Corridor Study                   |



## Project # and Name

### 2. Traffic Safety Improvements

## Scope / Narrative

This program addresses priority traffic and pedestrian safety concerns on both arterial and local streets. The primary purpose of this program is to design and implement small spot improvement projects to improve safety and enhance the livability of neighborhoods. Projects include traffic calming devices (speed humps, radar speed display signs, etc), capital infrastructure (curb ramps, sidewalks, etc) and operational changes (bike lanes, turn lanes, school signing, etc).

## Funding

FUNDING SOURCE	PARTIALLY FUNDED					UNFUNDED	2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Roads Capital	\$ 160,775	\$ 163,814	\$ 167,005	\$ 175,355	\$ 184,123	\$ 184,123	\$ 1,035,195

## Funding Outlook

This program is currently underfunded. Additional improvements that could be implemented with supplemental funding include street lighting, ADA compliance upgrades, small sidewalk projects, and projects identified in the Neighborhood Traffic Action Plans. Addressing all the projects identified as high priority by residents in the traffic plans is estimated at \$37.6 million.

## Project Status

Annual program, 2018-2022. This program helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure and Goal 5: Promote and enhance the City's safe community and neighborhood initiatives and programs.

## Purpose / Goals Achieved

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Non-motorized         | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                | <input type="checkbox"/> Corridor Study                   |

## Project # and Name

### 3. Annual Road Surface Maintenance Program

## Scope / Narrative

The City's long-term road surface maintenance program is designed to maintain the City's roadway system at the highest Pavement Condition Index (PCI) rating within the limits of available funding. PCI is recalibrated annually and re-assessed City-wide at 5 year intervals. Roadway maintenance is accomplished by using a combination of asphalt concrete overlays and bituminous surface treatment (BST), both of which are preventative maintenance techniques. Asphalt overlays are used to maintain the structure of arterial streets, which have higher traffic volumes and higher wear, and BST is employed on residential streets, which have lower traffic volumes, lower wear and, if well maintained, a generally longer life span. These techniques typically extend pavement life between 10 and 15 years. Each year, the City identifies streets that require maintenance through this program. To maximize the impact of available funding and staff and coordinate with grant funding cycles, the City alternates each year between overlays and BST. As part of this program, the City renews pavement markings, traffic channelization and signs.

## Funding

FUNDING SOURCE	PARTIALLY FUNDED					UNFUNDED	2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Roads Capital	\$ 1,100,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 7,100,000
Federal - STP							\$ -
<b>PROJECT TOTAL</b>	<b>\$ 1,100,000</b>	<b>\$ 1,200,000</b>	<b>\$ 1,200,000</b>	<b>\$ 1,200,000</b>	<b>\$ 1,200,000</b>	<b>\$ 1,200,000</b>	<b>\$ 7,100,000</b>

## Funding Outlook

This program is currently funded at approximately 50 percent.

## Project Status

Annual program 2018-2023. This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                 |
| <input checked="" type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                   |

## Project # and Name

### 4. Traffic Signal and Intelligent Transportation System (ITS) Improvements

#### Scope / Narrative

The maintenance of safe and efficient traffic signals is an important part of the City's responsibility to all users of the transportation network including drivers, pedestrians and bicyclists. New traffic signal technology provides superior functionality compared to older, obsolete equipment. Intersection improvements are one of the most cost effective ways to improve traffic flow while effective maintenance and operation of traffic signals can increase safety and extend the life of the signal, decreasing overall program costs. Examples of signalized intersection improvements include, but are not limited to:

- New controllers which can accommodate transit signal priority, dynamic emergency vehicle preemption and coordination of traffic signals along a corridor for increased efficiency.
- Functional detection to ensure signals operate dynamically, based on actual user demand.
- Back up battery systems to keep signals operational during power outages.
- Communication to a central system for efficient signal timing changes, troubleshooting, and reporting.
- Accessible Pedestrian Signals and countdown signal heads for improved safety and ADA compliance.

The ability to keep traffic signals operating and vehicles moving is a key part of Shoreline's Emergency Management Plan. Intelligent Transportation Systems (ITS) is the application of advanced information and communications technology to transportation. ITS helps roadway users make more informed decisions about travel routes thereby improving efficiency, safety, productivity, travel time and reliability. Elements of an ITS system can include variable message signs, license plate or bluetooth/wi-fi readers, real-time traffic flow maps, traffic monitoring cameras, and communication between traffic signals and a Traffic Management Center (TMC). Existing City ITS components include fiber optic lines, traffic monitoring cameras, and a central signal system for signals along Aurora. The City began operation of a TMC in 2013 to help manage these systems which may be expanded or modified as the City's ITS system grows. This project will fully integrate all City signals, with ITS improvements where appropriate, including traffic monitoring cameras. Future expansions of the system may include coordination with traffic signals in Seattle, cities to the north, and those operated by WSDOT.

#### Funding

FUNDING SOURCE	PARTIALLY FUNDED					UNFUNDED	2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Roads Capital	\$ 121,551	\$ 127,628	\$ 134,010	\$ 140,711	\$ 147,746	\$ 147,746	\$ 819,392

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## Funding Outlook

The annual funding for this project is not enough to completely rebuild two traffic signals each year, as a traffic signal rebuild typically costs \$60,000. While some signal upgrades were deferred due to the recession, the city still remains on schedule to rebuild an average of two signals each year, in part due to grant-funded CIP projects, such as the Aurora Corridor Improvement Project. The program is currently underfunded by approximately \$20,000 annually to stay on schedule for rebuilding two traffic signals each year. An additional \$750,000 is needed to complete the ITS components of this project. The ITS portion of the project is currently unfunded as well.

## Project Status

Annual program 2018-2023. This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |   |
|--|---|
| <input type="checkbox"/> Non-motorized                               | <input type="checkbox"/> Major Structures                 |
| <input checked="" type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                   |

**FUNDED PROJECTS**  
**(FULLY OR PARTIALLY)**

## Project # and Name

### 5. 25th Avenue NE Sidewalk

## Scope / Narrative

This project will extend sidewalks along the west side of 25th Ave NE from NE 195th Pl to NE 200th St. Sidewalk will be installed in front of the proposed Public Works Maintenance Facility and Bruggers Bog Park. Intermittent on-street parking will also be installed.

## Funding

FUNDING SOURCE	FUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Roads Capital	\$ 60,000	\$ 510,000	\$ 25,000				\$ 595,000

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Non-motorized         | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                | <input type="checkbox"/> Corridor Study                   |



## Project # and Name

### 6. 145th Street (SR 523) Corridor Improvements, Aurora Ave N to I-5

## Scope / Narrative

This project is identified in the 145th Street Multi-modal Corridor Study. The project will make improvements to signalized intersections in order to improve transit service, general purpose traffic, and pedestrian crossings. The project will improve pedestrian facilities along its full length. The Design phase for this project is fully funded. The City is striving to completed the ROW and Construction phases of the project by 2023 by the time the light rail station opens near NE 145th Street and the I-5 Interchange. A specific funding source to complete this project in the desired timeframe has not been identified.

## Funding

FUNDING SOURCE	FUNDED		UNFUNDED				2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Deign phase. Roads Capital	\$ 330,000						\$ 330,000
Desgn Phase. Federal - STP	\$ 2,118,000						\$ 2,118,000
ROW and Construction - Unknown		\$ 6,000,000	\$ 7,500,000	\$ 10,000,000	\$ 10,000,000	\$ 6,570,000	\$ 40,070,000
<b>PROJECT TOTAL</b>	<b>\$ 2,448,000</b>	<b>\$ 6,000,000</b>	<b>\$ 7,500,000</b>	<b>\$ 10,000,000</b>	<b>\$ 10,000,000</b>	<b>\$ 6,570,000</b>	<b>\$ 42,518,000</b>

Continued on next page

## Funding Outlook

The estimates for 2019-2023 are included as placeholders. Right of way acquisition costs are estimated to be \$13,500,000 and are unfunded, though Shoreline has set aside \$1,000,000 for this task. Construction costs are estimated to be \$44,966,000 and are unfunded. Shoreline may use a portion of its Connecting Washington funds for this project.

## Project Status

The project design work will begin in Spring 2017 and is expected to take two years to complete.

## Purpose / Goals Achieved

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                            |
| <input type="checkbox"/> System Preservation                         | <input checked="" type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                           |
| <input checked="" type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                              |

## Project # and Name

### 7. SR 523 (N/NE 145th Street) & I-5 Interchange Improvements

## Scope / Narrative

This project will improve traffic operations through the 145th Street and I-5 Interchange while also accommodating additional non-motorized users. The project will add a new northbound I-5 onramp, extend left turn lane capacity, and add a new non-motorized bridge spanning I-5. The Design phase for this project is fully funded. The City is striving to completed the ROW and Construction phases of the project by 2023 by the time the light rail station opens near NE 145th Street and the I-5 Interchange. A specific funding source to complete this project in the desired timeframe has not been identified. Connecting Washington Funds are available to apply to corridor improvements in 2026. The City is working on a strategy to utelize these funds early to enable construction of the project to be complete by 2023.

## Funding

UNFUNDED							
FUNDING SOURCE	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2018-2023 Total
STP	\$ 2,595,000						
Roads Capital	\$ 405,000						
Unknown		\$ 160,000		\$ 10,000,000	\$ 6,840,000		
<b>PROJECT TOTAL</b>	<b>\$ 3,000,000</b>	<b>\$ 160,000</b>	<b>\$ -</b>	<b>\$ 10,000,000</b>	<b>\$ 6,840,000</b>	<b>\$ -</b>	<b>\$ 20,000,000</b>

## Project Status

The project design will begin in Spring 2017.

## Purpose / Goals Achieved

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Non-motorized                    | <input checked="" type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation                         | <input checked="" type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                           |
| <input checked="" type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                              |



## Project # and Name

### 8. 148th Street N Non-motorized Bridge Project

## Scope / Narrative

This project will provide a new non-motorized bridge crossing over I-5 from the neighborhood in the vicinity of the N 148th Street to the 145th Street Light Rail Station.

## Funding

FUNDING SOURCE	UNFUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
30% Design and Enviro Review - CIP	\$ 500,000						\$ 500,000
Final Design and Permitting - unknown		\$ 1,600,000					\$ 1,600,000
Construction - unknown			\$ 5,000,000	\$ 5,000,000	\$ 4,000,000		\$ 14,000,000
<b>PROJECT TOTAL</b>	<b>\$ 500,000</b>	<b>\$ 1,600,000</b>	<b>\$ 5,000,000</b>	<b>\$ 5,000,000</b>	<b>\$ 4,000,000</b>	<b>\$ -</b>	<b>\$ 16,100,000</b>

## Funding Outlook

The total cost for this project is estimated to be approximately \$16 million. Design phase will be complete in 2018 and construction will be completed in 2023.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Non-motorized         | <input checked="" type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation              | <input checked="" type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                           |
| <input checked="" type="checkbox"/> Safety                | <input type="checkbox"/> Corridor Study                              |

## Project # and Name

### 9. Trail Along the Rail

## Scope / Narrative

This project will provide an approximately 2.5 mile multi-use trail that roughly parallels the Lynnwood Link Light Rail guideway from 145th Street Station through the 185th Street Station and to the 195th Street Pedestrian Overcrossing.

## Funding

FUNDING SOURCE	FUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
30% Design and Enviro Review - CIP	\$ 275,000						\$ 275,000
Final Design and Permitting - unknown		\$ 500,000	\$ 500,000				
Construction - unknown				\$ 4,000,000	\$ 3,000,000	\$ 725,000	
							\$ -
<b>PROJECT TOTAL</b>	<b>\$ 275,000</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>	<b>\$ 4,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ 725,000</b>	<b>\$ 9,000,000</b>

## Funding Outlook

The total cost for this project is estimated to be approximately \$9 million. Design phase will be complete in 2018 and construction will be completed in 2023.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Non-motorized         | <input type="checkbox"/> Major Structures                            |
| <input type="checkbox"/> System Preservation              | <input checked="" type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                           |
| <input checked="" type="checkbox"/> Safety                | <input type="checkbox"/> Corridor Study                              |

## Project # and Name

### 10. Westminster and N 155th Improvements

## Scope / Narrative

This project incorporates a series of improvements in the Community Renewal Area. Individual projects include the following:

- a. Realign the intersection at N 155th St and Westminster Way N. This project improves the main vehicle intersection and increases safety for pedestrians and bicyclists. Includes improvements to the section of N 155th St between Westminster Way N and Aurora Ave N. Most effectively done at one time and in conjunction with the redevelopment of the Sears property.
- b. Create a more pedestrian and bicycle friendly Westminster Way N from 200' SW of N 155th St to N 157th St. Envisioned as a project in the Aurora Square CRA Renewal Plan, reworking Westminster Way N in this section provides a more pedestrian and bicycle friendly section with street parking that can help unite the small triangle property to the rest of Aurora Square. Most effectively completed with the redevelopment of the triangle property.
- c. Construct a one-way N 157th St from Westminster Way N to Aurora Ave N. New street connection makes Westminster between 155th and 157th pedestrian and cycle-friendly, creates a better entrance to Aurora Square, connects the triangle property to the rest of Aurora Square, and alleviates congestion at the N 155th St Intersection. Most effectively completed with the redevelopment of the triangle property.

## Funding

FUNDING SOURCE	UNFUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
N 155th St (West) including intersection at Westminster - Unknown		\$ 2,500,000					\$ 2,500,000
Westminster Way N (North) N 157th to Aurora - Unknown		\$ 1,500,000					\$ 1,500,000
Construct N 157th St - Unknown		\$ 1,500,000					\$ 1,500,000
<b>PROJECT TOTAL</b>	\$ -	\$ 5,500,000	\$ -	\$ -	\$ -	\$ -	\$ <b>5,500,000</b>

## Funding Outlook

Many of these projects will be constructed by private development as properties within the Aurora Square Community Renewal Area are redeveloped. The cost estimate does not include the funding needed for utility undergrounding.

## Project Status

This project helps to implement City Council Goal 1: Strengthen Shoreline's economic base and Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                            |
| <input type="checkbox"/> System Preservation                         | <input checked="" type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input checked="" type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input checked="" type="checkbox"/> Corridor Study                   |

## Project # and Name

### 11. N/NE 175th Street Corridor Improvements

## Scope / Narrative

This project incorporates a series of improvements along this corridor to improve safety and capacity. Individual projects include the following:

- a. N 175th St – Stone Ave N to Meridian Ave N\* and Interstate 5 to 15th Ave NE: This project will design and construct improvements which will tie in with those recently constructed by the Aurora project. The improvements include: reconstruction of the existing street to provide two traffic lanes in each direction, a center lane with two-way left turn areas, medians and turn pockets, bicycle lanes (integrated into the sidewalk), curb, gutter, and sidewalk with planter strip where feasible, illumination, landscaping and retaining walls. Intersections with high accident rates will be improved as part of this project. The profile of the roadway between Ashworth Ave N and Stone Ave N will be lowered to meet standard sight distance requirements. This project includes improvements to the I-5 intersections, in coordination with WSDOT.
- b. N 175th St and Meridian Ave N\*: Construct a northbound add lane on Meridian Ave N, which involves widening the northbound approach to include a second through lane. Rechannelize the southbound approach with a single left turn lane and increase the westbound left turn pocket length.
- c. N/NE 175th St – Meridian Ave N to the Interstate 5 on-/off-ramps\*: Extend the left-turn pockets between Meridian Ave N and I-5 to provide additional storage capacity for left turning vehicles at the intersections.
- d. NE 175th St – 15th Ave NE – 25th Ave NE: Re-stripe the westbound approach to provide a dedicated left-turn pocket and shared through/right lane. With dedicated left-turn pockets, remove split-phase signal operation and optimize for eight-phase signal operation.

Some of these projects can be constructed individually, allowing the complete set of improvement to be phased over time.

\* Projects have been identified in the City's Transportation Master Plan as necessary to accommodate growth and allow the City to maintain its adopted Levels of Service. These projects may be funded in part by transportation impact fees.

*Continued on next page*

<b>Funding</b>							
	<b>FUNDED</b>		<b>UNFUNDED</b>				
<b>FUNDING SOURCE</b>	<b>2018 Estimate</b>	<b>2019 Estimate</b>	<b>2020 Estimate</b>	<b>2021 Estimate</b>	<b>2022 Estimate</b>	<b>2023 Estimate</b>	<b>2018-2023 Total</b>
Design and Enviro Review - Federal STP	\$ 1,418,600	\$ 2,127,900					
Design and Enviro Review - Impact Fees	\$ 221,400	\$ 332,100					
ROW- Unfunded			\$1,903,000.00	\$ 1,903,000			
ROW - Impact Fees			\$297,000.00	\$ 297,000			
Construction - Unfunded					\$ 6,184,750	\$ 6,184,750	
Construction - Impact Fees					\$ 965,250	\$ 965,250	
<b>PROJECT TOTAL</b>	<b>\$ 1,640,000</b>	<b>\$ 2,460,000</b>	<b>\$ 2,200,000</b>	<b>\$ 2,200,000</b>	<b>\$ 7,150,000</b>	<b>\$ 7,150,000</b>	<b>\$ 22,800,000</b>

**Funding Outlook**

Projects identified in the City's Transportation Master Plan as necessary to accommodate growth and allow the City to maintain its adopted Levels of Service may be funded in part by transportation impact fees. The City pursued federal grant funding for design and environmental work through the Surface Transportation Program administered by PSRC in 2014 and was included as the first project eligible for funding on the contingency list. In February 2016 this project was selected off the contingency list and fully funded for design and environmental review. It is anticipated that the City will use transportation impact fees collected from private development to serve as the match for this project.

**Project Status**

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

- Purpose / Goals Achieved**
- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                            |
| <input checked="" type="checkbox"/> System Preservation              | <input checked="" type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input checked="" type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input checked="" type="checkbox"/> Corridor Study                   |

## Project # and Name

### 12. N/NE 185th Street Corridor Improvements

## Scope / Narrative

185th Street Corridor Strategy will develop a corridor plan for 185th Street/10th Avenue NE/NE 180th Street that includes multi-modal transportation facilities necessary to support projected growth in the subarea, a phasing plan for implementation and a funding plan for improvements. This project is identified in the 185th Street Station Subarea Plan. Individual improvements projects\* that come out of the plan could be the following:

a. NE 185th St – 1st Ave NE to 7th Ave NE\*\* and 7th Ave NE to 10th Ave NE: Rechannelize the roadway to add a center two-way left-turn lane, retain bicycle lanes and remove on-street parking.

b. N 185th St and Meridian Ave N\*\*: Construction of northbound and southbound add/drop lanes, which involves widening the northbound and southbound approaches to include a second through lane and receiving lane. This project also includes construction of an east to southbound right-turn pocket, which involves widening the eastbound approach. This signal will be coordinated with the signal at Meridian Ave N and 1st Ave NE.

c. N 185th St – Midvale Ave N to Stone Ave N: Extend the second eastbound through lane from Midvale Ave N to Stone Ave N. The lane will terminate as a right-turn only lane at Stone Ave N.

d. N/NE 185th St – Midvale Ave N – 10th Ave NE: Perform overlay/preservation work. Work may include milling the roadway and sealing the joints between the concrete panels to improve the smoothness and improve the pavement life span.

\*Some of these projects can be constructed individually, allowing the complete set of improvements to be phased over time. Preservation work may occur in advance of other projects in order to maintain them until funding is available for the larger capital projects.

\*\*Projects have been identified in the City's Transportation Master Plan as necessary to accommodate growth and allow the City to maintain its adopted Levels of Service. These projects may be funded in part by transportation impact fees.

## Funding

FUNDING SOURCE	FUNDED		UNFUNDED				2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
185 <sup>th</sup> St Corridor Strategy (CIP)	\$700,000						\$ 700,000
NE 185 <sup>th</sup> St – 1 <sup>st</sup> Ave NE to 7 <sup>th</sup> Ave NE and 7 <sup>th</sup> Ave NE to 10 <sup>th</sup> Ave NE(a) - unknown				\$231,000	\$231,000	\$231,000	\$ 693,000
NE 185 <sup>th</sup> St – 1 <sup>st</sup> Ave NE to 7 <sup>th</sup> Ave NE (a) – impact fee				\$78,000	\$78,000	\$78,000	\$ 234,000
N 185 <sup>th</sup> St and Meridian Ave N(b) - unknown				\$4,110,000	\$4,110,000	\$4,110,000	\$ 12,330,000
N 185 <sup>th</sup> St and Meridian Ave N (b) – impact fee				\$1,370,000	\$1,370,000	\$1,370,000	\$ 4,110,000
N 185 <sup>th</sup> St – Midvale Ave N to Stone Ave N (c) - unknown				\$550,000	\$550,000	\$550,000	\$ 1,650,000
NE 185 <sup>th</sup> St – Midvale Ave N – 10 <sup>th</sup> Ave NE (d) - unknown				\$2,200,000	\$2,200,000	\$2,200,000	\$ 6,600,000
N/NE 185th Street Corridor Study (e) - unknown							\$ -
<b>PROJECT TOTAL</b>	<b>\$ 700,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,539,000</b>	<b>\$ 8,539,000</b>	<b>\$ 8,539,000</b>	<b>\$ 26,317,000</b>

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### Funding Outlook

Projects identified in the City's Transportation Master Plan as necessary to accommodate growth and allow the City to maintain its adopted Levels of Service may be funded in part by transportation impact fees.

### Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure. Bicycle lanes were installed in 2013. The roadway will need to be rechannelized again in order to provide the center turn lane.

### Purpose / Goals Achieved

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                 |
| <input checked="" type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input checked="" type="checkbox"/> Growth Management     |
| <input checked="" type="checkbox"/> Safety                           | <input checked="" type="checkbox"/> Corridor Study        |

## Project # and Name

### 13. Richmond Beach Rd Rechannelization

## Scope / Narrative

This project will re-channelize Richmond Beach Rd/NW 195th St/NW 196th St from 24th Ave NW to Dayton Ave N from four lanes to one lane in each direction plus a center turn lane. The primary goal of this project is to improve driver, pedestrian, and bicyclist safety and mobility. Re-channelization also provides the ability to implement on-street bicycle lanes which will provide a space for people biking as well as provide a buffer between pedestrians and vehicle traffic.

## Funding

FUNDING SOURCE	PARTIALLY FUNDED					UNFUNDED	2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Roads Capital Fund	\$ 300,000						\$ 300,000

## Funding Outlook

This project did not receive funding from the Citywide Safety Grant administered through WSDOT. The City's Roads Capital Fund currently has \$200k allocated toward the project. During the Summer 2017 budget process, staff will try to secure the additional funding needed.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation                         | <input type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                   |



# **UNFUNDED PROJECTS**

## Project # and Name

**14. N 160th from Aurora to Dayton/Greenwood**

## Scope / Narrative

N 160th from Aurora to Dayton/Greenwood. This is a multi-phase project. N 160th will be restriped to 3-lanes and bikelanes as part of the Federally funded bicycle project in 2018. Following phases include new sidewalks, a gateway entrance on N 160th St for Aurora Square and a midblock pedestrian crossing. Most effectively done when the Sears property redevelops and only if traffic volumes warrant.

## Funding

FUNDING SOURCE	UNFUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Greenwood/ N 160th St/ Innis Arden intersection	\$ 100,000	\$ 700,000	\$ 700,000				\$ 1,500,000
<b>PROJECT TOTAL</b>	\$ 100,000	\$ 700,000	\$ 700,000	\$ -	\$ -	\$ -	\$ 1,500,000

## Funding Outlook

This project assumes funding by King County for restriping to three lanes with a bike lane. It assumes pedestrian improvements will be made by private development as properties within the Aurora Square Community Renewal Area are redeveloped. The cost estimate does not include the funding needed for utility undergrounding.

## Project Status

This project helps to implement City Council Goal 1: Strengthen Shoreline's economic base and Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                            |
| <input type="checkbox"/> System Preservation                         | <input checked="" type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                           |
| <input checked="" type="checkbox"/> Safety                           | <input checked="" type="checkbox"/> Corridor Study                   |

## Project # and Name

**15. Greenwood/Innis Arden/160th Intersection Improvements**

## Scope / Narrative

Reconstruct Greenwood/Innis Arden/160th intersection for improved operations. Project also includes sidewalks between Dayton and Greenwood.

## Funding

FUNDING SOURCE	FUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Shoreline Community College/Unknown	\$ 100,000	\$ 700,000	\$ 700,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 6,000,000
				\$ -	\$ -	\$ -	
<b>PROJECT TOTAL</b>	<b>\$ 100,000</b>	<b>\$ 700,000</b>	<b>\$ 700,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 6,000,000</b>

## Funding Outlook

This project assumes partial funding from Shoreline Community College. The cost estimate does not include the funding needed for utility undergrounding.

## Project Status

This project helps to implement City Council Goal 1: Strengthen Shoreline's economic base and Goal 2: Improve Shoreline's utility, transportation and environmental infrastructure.

## Purpose / Goals Achieved

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Non-motorized         | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                | <input type="checkbox"/> Corridor Study                   |

## Project # and Name

**16. 15th Avenue NE – NE 175th Street to NE 205th Street**

## Scope / Narrative

This project would construct sidewalks and accessible bus stops on the west side of the road from NE 180th St to NE 205th St. There are significant topographic challenges related to constructing a sidewalk on the west side of this arterial. A corridor study will be performed to identify a preferred transportation solution for this roadway segment. Alternatives to accommodate bicycles will be analyzed, including rechannelization of the roadway from four lanes to three. The cross-section of the road from NE 175th St to NE 180th St would be reduced from four lanes to three and bicycle lanes would be installed. Right-of-way may need to be purchased to complete this project.

## Funding

FUNDING SOURCE	UNFUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Unknown			\$ 6,176,793				\$ 6,176,793

## Funding Outlook

The funding identified for this project is to identify and design the appropriate improvements for the roadway and develop cost estimates. Because construction costs are unknown at this time, a placeholder for them is identified in 2019-2021. More refined construction costs and a timeline for completion will be updated in future TIPs.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation                         | <input type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input checked="" type="checkbox"/> Corridor Study        |

## Project # and Name

**17. Fremont Avenue N – N 175th Street to N 185th Street**

## Scope / Narrative

This project incorporates a series of improvements along this corridor to improve safety and capacity including:

- Rechannelization of the roadway to a three lane cross-section (one travel lane in each direction with a center turn lane) with bicycle lanes.
- Construction of sidewalks on both sides of the street. All sidewalks would be five to eight feet wide, include curb and gutter and five foot amenity zones separating the pedestrians from the roadway.
- Perform overlay/preservation work.

These projects can be constructed individually, allowing the complete set of improvement to be phased over time.

Fremont Ave N serves as a primary route to Shorewood High School and Shoreline's Town Center. Tricia - Need updated cost estimate

## Funding

FUNDING SOURCE	UNFUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Unknown			\$ 6,292,720				\$ 6,292,720

## Project Status

This project helps to implement City Council Goal 1: Strengthen Shoreline's economic base and Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Funding Outlook

The funding identified for this project is to identify and design the appropriate improvements for the roadway and develop cost estimates. Because construction costs are unknown at this time, a placeholder for them is identified in 2019-2021. More refined construction costs and a timeline for completion will be updated in future TIPs.

## Purpose / Goals Achieved

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Non-motorized         | <input type="checkbox"/> Major Structures                            |
| <input type="checkbox"/> System Preservation              | <input checked="" type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                           |
| <input checked="" type="checkbox"/> Safety                | <input type="checkbox"/> Corridor Study                              |

## Project # and Name

### 18. Point Wells Potential Mitigation Projects

## Scope / Narrative

The proposed Point Wells development in Snohomish County will result in significant traffic impacts in the City of Shoreline. Mitigation projects for the Point Wells development will be funded and potentially constructed by private developers. The following is a preliminary list of projects based on original project submissions. This list will need to be updated as part of the development's DEIS process once Snohomish County has determined that accurate and adequate project information has been provided to move forward with the DEIS process.

- a. NW 195th/196th St – Richmond Beach Dr NW to 24th Ave NW: NW 196th St and NW 195th Street are unimproved roadways with a speed limit of 25 miles per hour and two 12 foot wide lanes with limited sidewalks. Preliminary recommended improvements to the roadway should include sidewalks on one side of the street (including Richmond Beach Drive between NW 195th St/NW 196th Street) and narrowing lanes to slow traffic flow and improve pedestrian comfort. This project will also include a roundabout or other traffic calming technique at the 24th Ave NW intersection.
- b. NW 196th St – 24th Ave NW to 20th Ave NW: NW 196th St is a collector arterial with a speed limit of 25 miles per hour. It consists of two 12 foot wide lanes with a sidewalk on the north side and part of the south side of the street. Improvements to the roadway should include construction of a complete sidewalk on the south side of the street.
- c. NW 195th St at 20th Ave NW: Construct a traffic signal at this intersection which is currently controlled by stop signs on all approaches.
- d. NW Richmond Beach Road at 15th Ave NW: Improve operations and safety at the existing off-set intersection. This could include signalization or construction of roundabouts.
- e. Richmond Beach Dr NW – NW 196th St to NW 205th St: Richmond Beach Dr NW is the only road to serve the Point Wells site. It is designated as a collector arterial and local secondary street. It consists of two 12 foot wide lanes with no sidewalks. Some areas on the east side are wide enough to accommodate on-street parking. Improvements to this roadway include, at a minimum, widening to help maintain traffic flow and construction of a sidewalk on one side of the street.
- f. NW Richmond Beach Rd at 8th Ave NW: Improve safety and operation at this existing five legged intersection through a reconfiguration that eliminates the southwest approach or construction of a roundabout.
- g. NW/N Richmond Beach Rd - Richmond Beach Dr NW to Fremont Ave N: Perform overlay/preservation work. Preservation work may occur in advance of other projects in order to maintain them until funding is available for the larger capital projects.
- h. Off-Corridor Sidewalk/Pedestrian Safety Improvements: Staff and the developer are currently reviewing potential off-corridor sidewalks to improve pedestrian safety on arterial streets that connect to the corridor.
- i. Traffic Calming and Bicycle Improvements: Implement traffic calming techniques to minimize cut-through traffic in the area between Richmond Beach Drive and 20th Ave NW, on NW 190th Street west of 8th Ave NW and bicycle improvements on east-west streets paralleling the Richmond Beach Road corridor.

*Continued on next page*

<b>Funding</b>							
	<b>UNFUNDED</b>						
<b>FUNDING SOURCE</b>	<b>2018 Estimate</b>	<b>2019 Estimate</b>	<b>2020 Estimate</b>	<b>2021 Estimate</b>	<b>2022 Estimate</b>	<b>2023 Estimate</b>	<b>2018-2023 Total</b>
NW 195th/196 <sup>th</sup> St – Richmond Beach Dr NW to 24 <sup>th</sup> Ave NW (a) – developer mitigation					\$1,500,000	\$1,500,000	\$ 3,000,000
NW 196 <sup>th</sup> St – 24 <sup>th</sup> Ave NW to 20 <sup>th</sup> Ave NW (b) – developer mitigation					\$300,000	\$300,000	\$ 600,000
NW 195 <sup>th</sup> St at 20 <sup>th</sup> Ave NW (c) – developer mitigation					\$1,340,000	\$1,340,000	\$ 2,680,000
NW Richmond Beach Road at 15 <sup>th</sup> Ave NW (d) – developer mitigation					\$2,210,000	\$2,210,000	\$ 4,420,000
Richmond Beach Dr NW – NW 196 <sup>th</sup> St to NW 205 <sup>th</sup> St: (e) – developer mitigation					\$18,250,000	\$18,250,000	\$ 36,500,000
NW Richmond Beach Rd at 8 <sup>th</sup> Ave NW: (f) – developer mitigation					\$2,140,000	\$2,140,000	\$ 4,280,000
NW/N Richmond Beach Rd - Richmond Beach Dr NW to Fremont Ave N (g) – developer mitigation					\$4,000,000	\$4,000,000	\$ 8,000,000
Off-Corridor Sidewalk/Pedestrian Safety Improvements (h) – developer mitigation					\$15,050,000	\$15,050,000	\$ 30,100,000
Traffic Calming and Bicycle Improvements (i) - developer mitigation					\$700,000	\$700,000	\$ 1,400,000
<b>PROJECT TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ 45,490,000	\$ 45,490,000	<b>\$ 90,980,000</b>

Continued on next page

## Funding Outlook

Many of these projects will be funded and constructed by private developers as mitigation for the Point Wells development. It is unknown at this time when projects will be constructed.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                            |
| <input checked="" type="checkbox"/> System Preservation              | <input checked="" type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input checked="" type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input checked="" type="checkbox"/> Corridor Study                   |



## Project # and Name

### 19. Major Pavement Rehabilitation Projects

#### Scope / Narrative

Replacement of the roadway pavement is called for when regular maintenance has been deferred for an extended period and the pavement structure becomes sufficiently worn or damaged that the overlay or bituminous surface treatment preservation techniques employed in the City's Annual Road Surface Maintenance program (Project # 3) are ineffective. Timing is important: The cost of reconstructing a roadway is dramatically higher than the cost of preventive maintenance over the same time period. Several road segments in Shoreline require replacement of all or most the roadway pavement:

- N/NE 155th St: Aurora Ave N to 15th Ave NE
- N/NE 185th St: Midvale Ave N to 10th Ave NE (costs included with Project #18)
- NW/N Richmond Beach Rd: Richmond Beach Dr. NW to Fremont Ave N  
(Costs included with Project #17)
- Fremont Ave N: N 175th St to N 185th St (costs included with Project #15)
- Westminster Way N: N 145th St to N 155th St
- N/NW 200th St: 3rd Ave NW to Aurora Ave N
- N/NW 195th St: 3rd Ave NW to Aurora Ave N
- Linden Ave N: N 175th St to N 185th St
- 8th Ave NW: NW Richmond Beach Rd to NW 180th St
- NW 201st St: 23rd Pl. NW to 24th Ave. NW
- 23rd Pl NW: 23rd Ave NW to 20th Ave NW
- 21st Pl NW: 21st Ave NW to 23rd Pl NW
- 24th Ave NW: NW 196th St to NW 201st St
- Ashworth Ave. N: N 183rd St. to N 185th St
- 20th Ave NW: NW 197th St to 23rd Pl NW
- N 183rd St: Ashworth Ave N to Meridian Ave N

On roadways where both capital projects and preservation work are identified in this TIP, the preservation work may occur in advance of those projects in order to maintain them until funding is available for the larger capital projects. The costs for these projects are identified on the individual project pages.

#### Funding

FUNDING SOURCE	UNFUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Unknown	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 12,000,000

*Continued on next page*

## Funding Outlook

The City will pursue federal grant funding for overlay work. Grant funding would be pursued for the projects that are most highly qualified. The annual funding identified for 2017-2022 will not be adequate to perform overlay work for all of the roadways identified.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Non-motorized         | <input type="checkbox"/> Major Structures                 |
| <input checked="" type="checkbox"/> System Preservation   | <input type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                | <input type="checkbox"/> Corridor Study                   |

## Project # and Name

**20. Meridian Avenue N – N 145th Street to N 205th Street**

## Scope / Narrative

This project incorporates a series of improvements along this corridor to improve safety and capacity including:

- Rechannelization of the roadway to add a center two-way left-turn lane and bicycle lanes (requires removal of on-street parking)
- Installation of traffic calming measures
- Repair of damaged sidewalks, curbs and gutters and installation of new sidewalks where missing
- Installation of curb ramps to improve ADA accessibility
- Roadway overlay work
- Possible undergrounding of utilities.

Right-of-way may need to be acquired in order to meet ADA requirements around trees. This project has been identified in the City's Transportation Master Plan as necessary to accommodate growth and allow the City to maintain its adopted Levels of Service. These projects may be funded in part by transportation impact fees. Overlay from N 190th Street - N 205th Street scheduled to occur in conjunction with Project #3. Rechannelization scheduled to occur in conjunction with Project #8.

As part of improvements to this corridor, the City may choose to incorporate additional projects identified in this TIP, such as intersection improvements at N 175th St (Project #16) or N/NE 185th St (Project #18).

## Funding

	UNFUNDED						
FUNDING SOURCE	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2018-2023 Total
Unknown					\$6,590,000	\$6,590,000	\$ 13,180,000
Roads Capital							\$ -
Federal - STP							\$ -
Impact Fee					\$2,527,000	\$2,527,000	\$ 5,054,000
<b>PROJECT TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ 9,117,000	\$ 9,117,000	<b>\$ 18,234,000</b>

*Continued on next page*

## Funding Outlook

Projects identified in the City's Transportation Master Plan as necessary to accommodate growth and allow the City to maintain its adopted Levels of Service may be funded in part by transportation impact fees. 2016 estimates include awarded grant funds for overlay work from N 190th Street - N 205th Street.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                            |
| <input checked="" type="checkbox"/> System Preservation              | <input checked="" type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input checked="" type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                              |

## Project # and Name

**21. NE Perkins Way Improvements – 10th Avenue NE to 15th Avenue NE**

## Scope / Narrative

Construct bicycle and pedestrian improvements on NE Perkins Way from 10th Ave NE to 15th Ave NE. This roadway segment currently includes two travel lanes and a pedestrian walking on the north side separated from the travel lanes by jersey barriers. No bicycle facilities are present. This segment is part of the Northern Connector route from the Interurban Trail in Shoreline to the Burke-Gilman Trail in Lake Forest Park. Upon completion of the separated trail at NE 195th Street from 1st Ave NE to 5th Ave NE and installation of signage along the remainder of the route, this segment will be the remaining gap within the connector route. A study is needed to determine the appropriate scope of improvements and costs for this project.

## Funding

FUNDING SOURCE	UNFUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Unknown			\$ 3,681,540				\$ 3,681,540

## Funding Outlook

The funding identified for this project is to identify and design the appropriate improvements for the roadway and develop cost estimates. Because construction costs are unknown at this time, a placeholder for them is identified in 2019-2020. More refined construction costs and a timeline for completion will be updated in future TIPs. This project is likely to be competitive for grant funding.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Non-motorized         | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                | <input checked="" type="checkbox"/> Corridor Study        |

## Project # and Name

**22. N 165th Street and Carlyle Hall Road N Sidewalk and Intersection Safety**

## Scope / Narrative

This project will improve an odd-shaped intersection to improve visibility and safety, as well as providing pedestrian safety features. The design has not been completed and one of the first steps will be to scope out alternatives.

## Funding

	UNFUNDED						
FUNDING SOURCE	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2018-2023 Total
Unknown					\$ 2,482,000	\$ 2,482,000	\$ 4,964,000

## Funding Outlook

The funding identified for this project is to identify and design the appropriate improvements for the roadway and develop cost estimates. Because construction costs are unknown at this time, a placeholder for them is identified in 2022. More refined construction costs and a timeline for completion will be updated in future TIPs.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation                         | <input type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                   |



## Project # and Name

**23. Ballinger Way - NE 205th St to 19th Ave NE Access Control  
Preliminary Design**

## Scope / Narrative

Access control improvements along this corridor are needed to address vehicular and pedestrian collisions as identified in the City's Annual Traffic Report. Preliminary design to determine the scope of access control and intersection improvements is needed as a first step. Scoping will also identify pedestrian safety improvement opportunities, specifically related to midblock crossings. Right-of-way may need to be acquired in order to provide U-turns at signals and/or at access points.

## Funding

FUNDING SOURCE	PARTIALLY FUNDED					UNFUNDED	2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimat	2023 Estimate	
Unknown		\$ 200,000				\$ 10,800,000	\$ 11,000,000

## Funding Outlook

This project is competitive for funding from the Citywide Safety Grant administered through WSDOT.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation                         | <input type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                   |

## Project # and Name

### 24. N 185th Street and Linden Avenue N Intersection Improvements

## Scope / Narrative

This project would rebuild the intersection of Linden Ave N and N 185th Street in order to revise signal phasing to address at-angle collisions as noted in the City's Annual Traffic Report. This project would also decrease intersection radii to lower vehicle turning speeds and reduce pedestrian crossing distances for increased pedestrian safety. Sidewalks, curb ramps and pedestrian signal systems for ADA compliance would also be addressed. The current signal infrastructure does not have capacity to provide these phase changes and pedestrian improvements unless the intersection is rebuilt.

## Funding

FUNDING SOURCE	PARTIALLY FUNDED					UNFUNDED	2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Unknown		\$ 530,100					\$ 530,100

## Funding Outlook

This project is competitive for funding from the Citywide Safety Grant administered through WSDOT.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                 |
| <input checked="" type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                   |



## Project # and Name

**25. 3rd Ave NW and NW Richmond Beach Rd Intersection Improvements**

## Scope / Narrative

This intersection has regularly been the highest ranked site for number of collisions in the City. This project would rebuild the intersection of 3rd Avenue NW and NW Richmond Beach Road in order to provide left turn pockets in the eastbound and westbound directions. This would allow for safer and more efficient signal phasing to address at-angle collisions as noted in the City's Annual Traffic Report. Sidewalks, curb ramps and pedestrian signal systems for ADA compliance would also be addressed. Additionally, the current signal infrastructure is located on a span wire which would be changed to signal pole structures. Interim phasing and signal improvements may be paired in conjunction with Project #29.

## Funding

FUNDING SOURCE	PARTIALLY FUNDED					UNFUNDED	2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Unknown						\$ 2,320,000	\$ 2,320,000

## Funding Outlook

This project is competitive for funding from the Citywide Safety Grant administered through WSDOT. There may also be a nexus for new development, such as Point Wells, to fund safety improvements at this intersection.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                 |
| <input checked="" type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                   |

## Project # and Name

**26. Westminster Way N (South). N 155th St to Fremont Ave NB Frontage Improvements**

## Scope / Narrative

Frontage and channelization improvements including widening sidewalks and/or a multi-use trail, installation of a planted median and ADA improvements at intersections.

## Funding

FUNDING SOURCE	PARTIALLY FUNDED					UNFUNDED	2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Unkown						\$ 5,000,000	\$ 5,000,000

## Funding Outlook

This projects will be constructed by private development as properties within the Aurora Square Community Renewal Area are redeveloped. The cost estimate does not include the funding needed for utility undergrounding.

## Project Status

This project helps to implement City Council Goal 1: Strengthen Shoreline's economic base and Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Non-motorized         | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input type="checkbox"/> Safety                           | <input type="checkbox"/> Corridor Study                   |

## Project # and Name

### 27. New Sidewalk Projects

## Scope / Narrative

The 2011 Transportation Master Plan (TMP) includes a Pedestrian System Plan, which identifies key pedestrian corridors in Shoreline that result in a comprehensive pedestrian network throughout the City. Over 100 projects are identified in order to complete the system. These projects are prioritized in the TMP.

The City's standard design for sidewalks includes construction of an amenity zone between the curb and the sidewalk. The amenity zone provides a buffer between pedestrians and traffic and is often vegetated. The amenity zone can be utilized as a stormwater management and treatment facility through the use of low impact development techniques such as rain gardens. It is the City's policy to maintain open stormwater channels whenever possible and these are often in the right-of-way where sidewalks would be constructed. In these circumstances, the City will need to implement flexibility in its design standards to maintain these channels as much as possible.

The primary focus of the sidewalk projects listed in this TIP is to complete sidewalks on one side of a street in order to create continuous walkways along a street or corridor. The sidewalk projects listed in this TIP include a combination of projects that fill in gaps between existing segments, projects that are well qualified for grant programs and those projects that will be required as mitigation for public projects.

## Funding

FUNDING SOURCE	UNFUNDED						2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Unknown	\$ 1,227,000	\$ 6,300,000	\$ 6,300,000	\$ 6,300,000	\$ 6,300,000	\$ 6,300,000	\$ 32,727,000

## Funding Outlook

In the past, the City has applied for grant funding for sidewalks from several state sources including the WSDOT Pedestrian and Bicycle Program, WSDOT Safe Routes to School and the Transportation Improvement Board as well as the federal Transportation Alternatives Program. Sidewalks have also been funded through federal Surface Transportation Program as part of larger roadway projects, such as the Aurora Corridor Improvement Project.

The City is starting a Sidewalk Prioritization process that will look at how to package and fund high and medium ranked projects from the City's current list. The rough order of magnitude estimate for improvements is \$127 million which if implemented evenly over 20 years would be ~\$6.3 million per year.

## Project Status

This project helps to implement City Council Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure.

## Purpose / Goals Achieved

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Non-motorized         | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation              | <input type="checkbox"/> Interjurisdictional Coordination |
| <input type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input checked="" type="checkbox"/> Safety                | <input type="checkbox"/> Corridor Study                   |

**TABLE A-1: PROJECT 27. PROPOSED SIDEWALK IMPROVEMENTS**

	<b>STREET</b>	<b>FROM</b>	<b>TO</b>	<b>PROJECT DESCRIPTION</b>	<b>FUNDING STRATEGY</b>	<b>COST</b>	<b>ESTIMATED PROJECT START YEAR</b>
1	20 <sup>th</sup> Ave NW	Saltwater Park entrance	NW 195 <sup>th</sup> St	Construct a separated path on the east side of the street.	Park/Trail Bond, TIB – Sidewalk Program	\$700,000	2019
2	1 <sup>st</sup> Ave NE	NE 192 <sup>nd</sup> St	NE 195 <sup>th</sup> St	Construct a sidewalks to fill in gaps on the west and east sides of the street.	TIB – Sidewalk Program, CIP, Voter Approved Bond, City, General Fund,	\$955,000	2019
3	Ashworth Ave N	N 195 <sup>th</sup> St	N 200 <sup>th</sup> St	Construct sidewalks on the west side of the street from N 195 <sup>th</sup> St to 200 <sup>th</sup> St, replace the asphalt walkway on the east side of the street in front of Echo Lake Elementary school and install curb ramps at the N 195 <sup>th</sup> St intersection. This project could be combined with Sidewalk Projects #9, 10 and/or 11.	Safe Routes to School, CIP, Voter Approved Bond, City General Fund	\$890,000	2019
4	NW/N 195 <sup>th</sup> St	3 <sup>rd</sup> Ave NW	Aurora Ave N	Construct sidewalks on the south side of the street. This project could be combined with Sidewalk Project #5.	Safe Routes to School, CIP, Voter Approved Bond, City General Fund	\$1,400,000	2021
5	3 <sup>rd</sup> Ave NW	NW 189 <sup>th</sup> St	NW 195 <sup>th</sup> St	Construct sidewalks to fill in gaps on the east side of the street. This project could be combined with Sidewalk Project #4.	TIB – Sidewalk Program, CIP, Voter Approved Bond, City, General Fund	\$380,000	2021
6	5 <sup>th</sup> Ave NE	NE 175 <sup>th</sup> St	NE 185 <sup>th</sup> St	Construct sidewalks on the west and east sides of the street.	Sound Transit mitigation, CIP, Voter Approved Bond, City General Fund	\$1,500,000	2020
7	Linden Ave N	N 175 <sup>th</sup> St	N 182 <sup>nd</sup> St	Construct sidewalks to fill in gaps on the east side of the street. Update scope and budget	Safe Routes to School, Private Development Mitigation, CIP, Voter Approved Bond, City General Fund	\$776,000	2019
8	19 <sup>th</sup> Ave NE	Ballinger Way NE/NE 195 <sup>th</sup> St	NE 205 <sup>th</sup> St	Construct sidewalks to fill in gaps on the northwest side of the street.	CIP, Voter Approved Bond, City General Fund	\$330,000	2019
9	N 195 <sup>th</sup> St*	Interurban Trail	Ashworth Ave N	Construct a sidewalk on the south side of the street. This project could be combined with Sidewalk Project #3.	Safe Routes to School, CIP, Voter Approved Bond, City General Fund	\$257,000	2019
10	N 192 <sup>nd</sup> St*	Stone Ave N	Ashworth Ave N	Construct sidewalks on the south side of the street from Stone Ave N to Ashworth Ave N; narrow the Interurban Trail crossing at N 192 <sup>nd</sup> St. This project could be combined with Sidewalk Project #3.	Safe Routes to School, Parks and Recreation Bond	\$130,000	2020

\*Project would only be constructed if substantially funded by grants.

## Project # and Name

28. 145th Street, Aurora Ave N to 3rd Ave NW

## Scope / Narrative

The 145th Street Corridor Study identified future improvements to 145th Street between Aurora Avenue and 3rd Avenue. These improvements modify the roadway to a 3-lane section with on-street bike lanes where space allows.

## Funding

FUNDING SOURCE	PARTIALLY FUNDED					UNFUNDED	2018-2023 Total
	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
Unknown	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,700,000	\$ 9,700,000

## Funding Outlook

No funding has been identified for this project at this time. Design and construction of this segment of roadway is anticipated to begin in 2023 after completion of Project No. 6 (145th Street (SR 523) Corridor Improvements, Aurora Ave N to I-5) and Project No. 7 (SR 523 (N/NE 145th Street) & I-5 Interchange Improvements).

## Project Status

This project is scheduled to be completed after the 145th interchange and segment from I-5 to Aurora.

## Purpose / Goals Achieved

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-motorized                    | <input type="checkbox"/> Major Structures                 |
| <input type="checkbox"/> System Preservation                         | <input type="checkbox"/> Interjurisdictional Coordination |
| <input checked="" type="checkbox"/> Improves Efficiency & Operations | <input type="checkbox"/> Growth Management                |
| <input type="checkbox"/> Safety                                      | <input type="checkbox"/> Corridor Study                   |

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

<b>AGENDA TITLE:</b>	Public Hearing and Discussion of Ordinance No. 781 Granting a Non-Exclusive Franchise to MCIMetro Access Transmission Services Corp., dba Verizon Access Transmission Services, to Construct, Operate, and Maintain a Telecommunications Fiber Optic System Within City Rights-of-Way
<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 checked="" type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City has received an application for a new right-of-way franchise from MCIMetro Access Transmission Services Corp., doing business as (dba) Verizon Access Transmission Services, for a telecommunication (fiber optic) system in Shoreline. Verizon will provide competitive local exchange (voice and data) services, internet access, private line services, and cell network front- and backhaul services to an existing cell phone tower. Verizon may also make available dark fiber or other facilities to third parties, including conduit access and dark fiber. Verizon does not presently intend to provide cable television service and understands that a separate franchise may be required to provide cable services.

Verizon will be installing infrastructure and facilities in many of Shoreline's neighborhoods, including Richmond Beach, Hillwood, Echo Lake, Ballinger, Meridian Park, Ridgecrest, Parkwood, North City, and Highland Terrace. Services offered may vary in each neighborhood. Verizon intends to deploy fiber optic strands attached to already-existing utility poles wherever possible, unless underground construction is required.

Proposed Ordinance No. 781 would grant this non-exclusive right-of-way franchise to Verizon (Attachment A). Tonight, Council is scheduled to discuss proposed Ordinance No. 781 and hold a public hearing on this proposed franchise.

**RESOURCE/FINANCIAL IMPACT:**

The fiscal impact in adopting proposed Ordinance No. 781 is unknown, as Verizon has yet to market its telecommunication services to retail customers in Shoreline. As such, Verizon does not have the available information to determine what those revenues will be at this time.

Under State law, the City is precluded from imposing franchise fees upon a “telephone business” as defined in RCW 82.16.010, and “service providers”, as defined in RCW 35.99.010, for use of the right-of-way. Given that Verizon warrants that their operations are those of a telephone business company and service provider as defined in these statutes, the City is not able to collect franchise fees based on gross revenue generated in Shoreline by Verizon on these activities. This being said, Verizon will be subject to the City’s utility tax as set forth in Chapter 3.32 of the Shoreline Municipal Code. The City may also assess full administrative costs for processing the franchise application and right-of-way permits for new system improvements.

Generally speaking, a new franchisee for fiberoptic services in Shoreline promotes economic development by allowing utilization of unused capacity of an existing right-of-way by a new business. As well, adoption of this franchise makes telecommunication services more competitive for commercial properties in the City as the system is expanded.

### **RECOMMENDATION**

Staff recommends that Council hold the public hearing and discuss this item to determine if there is any additional information needed that staff may bring back for further discussion. The Council is scheduled to consider adoption of Ordinance No. 781 approving a franchise agreement for telecommunication services with Verizon Broadband, LLC, on May 22, 2017.

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



## **BACKGROUND**

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

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

Shoreline has regulations relating to franchises – SMC 12.15 and SMC 12.25. SMC 12.15 provides regulations for permitting the use of rights-of-way, including utilities (and will be applied if a franchise is not successfully negotiated). This chapter also includes expedited blanket and minor use permit processes for work in the right-of-way by franchisees in good standing, e.g. those in compliance with a long term franchise agreement.

SMC 12.25 *Right-of-Way Franchises* establishes the requirement for a franchise or other right-of-way agreement for use of the City's rights-of-way and application procedures. Verizon has complied with the application requirements of this chapter including providing a \$5,000 fee deposit. Grounds for revocation of a franchise are set forth in SMC 12.25.100, and these are incorporated by reference in the Proposed Ordinance No. 781.

Verizon initially plans to extend 'back-haul' fiber transport from its existing network access points to an active existing cell site and connect with existing network infrastructure as it enters and leaves Shoreline. Fiber optic communications lines will be placed both overhead on utility poles and underground (as necessary) within conduit. Verizon intends to use utility poles wherever possible and avoid underground construction except where required in some areas, such as Aurora Avenue N. Undergrounding of electric and communication facilities is regulated by SMC 13.20 *Electric and Communication Facilities*, and will be applicable to this franchisee.

## **DISCUSSION**

Verizon will provide competitive local exchange (voice and data) services, internet access, private line services, and cell network front- and backhaul services to an existing cell phone tower. Verizon may also make available dark fiber or other facilities to third parties, including conduit access and dark fiber. Verizon does not presently intend to provide cable television service and understands that a separate franchise may be required to provide cable services.



Verizon is a new entrant as a fiber telecommunications system operator in Shoreline, though the company briefly held a cable franchise with the City. This cable franchise was approved by Council on October 27, 2008, and transferred to Frontier Communications on September 14, 2009.

Verizon is a publicly owned company (trading under the symbol "VZ" on the New York Stock Exchange), and its ultimate parent company is MCI Communications Corporation. Verizon has not filed for relief under any provision of the bankruptcy laws of the United States, had an involuntary petition against them pursuant to the Bankruptcy Code, been the subject of any state law insolvency proceeding such as a transfer for the benefit of creditors, have had a franchise agreement revoked, have been found guilty by any federal, state, or municipal court or administrative agency in the United States, of a) violation of a security, or antitrust law; or b) felony or any other crime involving moral turpitude.

This being said, WorldCom filed for Chapter 11 bankruptcy protection in 2002. In 2003, WorldCom changed its name to MCI. MCI emerged from bankruptcy in 2004. Verizon acquired MCI in 2005. Staff does not consider Verizon's purchase of MCI to have negatively affected its business or hinder its ability to provide telecommunications services in Shoreline. Verizon has provided its Form 10-K for the year ending on December 31, 2016 as submitted to the US Securities and Exchange Commission. A Form 10-K is an annual report that gives a comprehensive summary of a company's financial performance.

Considering Verizon's application packet and conversations with its staff, Verizon has sufficiently met the requirements of the City's code in pursuit of a franchise agreement, including acquiring and submitting a performance bond in the amount of \$30,000 and submitting a deposit of \$5,000 for the costs associated with the City's evaluation of the application for franchise.

### **Verizon Franchise Sections**

The substantive portions of the proposed franchise are outlined below:

- **Section 3:** The term for this franchise is 15 years.
- **Section 5:** All construction, installation, maintenance, and restoration activities shall be conducted such that they conform to City's Engineering Development Manual and with Title 12 of the Shoreline Municipal Code, including sufficient financial guarantees for performance of work. Although new fiber installation will primarily make use of existing utility poles, any undergrounding work must comply with undergrounding requirements of SMC 13.20 when relocation is required by that chapter. As-built plans for new installations must be provided and installed facilities may not be abandoned without city consent. Prior to any new installations, a bond is required (and has been received by staff) in the amount of \$30,000.
- **Section 6:** Grounds of violation of the franchise set forth in SMC 12.25.100 are incorporated by reference. Procedures for compliance under emergencies are detailed.

- Section 7: Standard insurance provisions are included in this section, including \$2,000,000 of Commercial General Liability and \$1,000,000 of auto and pollution liability coverage.
- Section 9: Includes a City approval process for transfer of franchise rights.
- Section 10: Assesses administrative expenses for franchise administration under a representation by Verizon that it is exempt from franchise fees beyond those expenses under state law. Affirms that Verizon is subject to the 6% utility tax imposed by SMC 3.32 for telecommunication services provided to customers within Shoreline.
- Section 12: Verizon must employ reasonable and appropriate precautions in installing, maintaining, repairing and operating their system in the right-of-way, and provides indemnification and defense to the City for claims arising from the performance of the franchise by Verizon.

### **RESOURCE/FINANCIAL IMPACT**

The fiscal impact in adopting proposed Ordinance No. 781 is unknown, as Verizon has yet to market its telecommunication services to retail customers in Shoreline. As such, Verizon does not have the available information to determine what those revenues will be at this time.

Under State law, the City is precluded from imposing franchise fees upon “telephone business” as defined in RCW 82.16.010, and “service providers”, as defined in RCW 35.99.010, for use of the right-of-way. Given that Verizon warrants that their operations are those of a telephone business company and service provider as defined in these statutes, the City is not able to collect franchise fees based on gross revenue generated in Shoreline by Verizon on these activities. This being said, Verizon will be subject to the City’s utility tax as set forth in Chapter 3.32 of the Shoreline Municipal Code. The City may also assess full administrative costs for processing the franchise application and right-of-way permits for new system improvements.

Generally speaking, a new franchisee for fiberoptic services in Shoreline promotes economic development by allowing utilization of unused capacity of an existing right-of-way by a new business. As well, adoption of this franchise makes telecommunication services more competitive for commercial properties in the City as the system is expanded.

### **RECOMMENDATION**

Staff recommends that Council hold the public hearing and discuss this item to determine if there is any additional information needed that staff may bring back for further discussion. The Council is scheduled to consider adoption of Ordinance No. 781 approving a franchise agreement for telecommunication services with Verizon Broadband, LLC, on May 22, 2017.

## **ATTACHMENTS**

Attachment A: Proposed Ordinance No. 781, Franchise Agreement for Telecommunication Services with MCIMetro Access Transmission Services Corp., D/B/A Verizon Access Transmission Services

**ORDINANCE NO. 781**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES, LEGALLY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A TELECOMMUNICATIONS SYSTEM IN THE PUBLIC RIGHTS-OF-WAY IN THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES, herein after referred as “VERIZON,” is a telecommunications company that, among other things, provides voice, and data services to customers, including those in the Puget Sound Region; and

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

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

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

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

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

**Section 1. Non-exclusive Franchise Granted.**

- A.** The City hereby grants to VERIZON, subject to the conditions prescribed in this ordinance ("Franchise Agreement"), the franchise rights and authority to construct, install, replace, repair, monitor, maintain, use and operate the equipment and facilities necessary for a telecommunications system in, under, on, across over, and through, all City-owned rights-of-way, hereinafter referred to as the "Franchise Area." Facilities includes all wires, lines, cables, conduit, equipment, switches, and supporting

structures located in the City's right-of-way, utilized by VERIZON in the operation of activities authorized by this Franchise Agreement.

- B.** The foregoing franchise rights and authority ("Franchise") shall not be deemed to be exclusive to VERIZON and shall in no way prohibit or limit the City's ability to grant other franchises, permits, or rights along, over, or under the areas to which this Franchise has been granted to VERIZON; provided, that such other franchises do not unreasonably interfere with VERIZON's exercise of franchise rights granted herein as determined by the City. This Franchise shall in no way interfere with existing utilities or in any way limit, prohibit, or prevent, the City from using the Franchise Area or affect the City's jurisdiction over such area in any way consistent with applicable law.
- C.** This Franchise Agreement authorizes VERIZON to occupy and use the Franchise Area. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Franchise Area to VERIZON.

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

**Section 3. Franchise Term.** The franchise rights granted herein shall remain in full force and effect for a period of fifteen (15) years from the effective date of this ordinance. However, this Franchise Agreement shall not take effect and VERIZON shall have no rights under this Franchise Agreement unless a written acceptance with the City is received pursuant to Section 4 of this agreement.

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

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

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

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

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

**D. Relocation.**

1. Whenever the City causes a public improvement to be constructed within the Franchise Area, and such public improvement requires the relocation of VERIZON's facilities, the City shall provide VERIZON with written notice requesting such relocation along with plans for the public improvement that are sufficiently complete to allow for the initial evaluation, coordination and the development of a relocation plan. The City and VERIZON shall meet at a time and location determined by the City to discuss the project requirements including critical timelines, schedules, construction standards, utility conflicts, as-built requirements, and other pertinent relocation plan details.
2. To ensure timely execution of relocation requirements, VERIZON shall, upon written request from the City, provide at VERIZON's expense, base maps, current as-built information, detailed relocation plan (including detailed schedule of relocation activities, identification of critical path, identification of facilities, and relocation procedures), and other design, technical or operational requirements within the timeframe specified by the City.
3. VERIZON may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation within a reasonable time specified by the City. Such alternatives shall include the use and operation of temporary facilities in adjacent rights of way. The City shall evaluate such alternatives and advise VERIZON in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If requested by the City, VERIZON shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by VERIZON full and fair consideration. In the event the City ultimately determines that there is no other

reasonable alternative, VERIZON shall relocate its facilities as otherwise specified in Section 5.E.

4. Upon final approval of the relocation plan by the City, VERIZON shall at its own expense, except as provided in RCW 35.99.060, and at the timeframe specified by the City, temporarily or permanently remove, relocate, place underground, change or alter the position of any facilities or structures within the right-of-way whenever the City has determined that such removal, relocation, undergrounding, change or alteration is reasonably necessary for the construction, repair, maintenance, installation, or operation of any public improvement in or upon the rights-of-way, or for public safety.
5. If during the construction, repair, or maintenance of the City's public improvement project an unexpected conflict occurs with VERIZON's facilities, VERIZON shall upon notification from the City, respond within 36 hours to resolve the conflict.
6. VERIZON shall reimburse the City for the direct costs incurred by the City in planning, designing, constructing, installing, repairing or altering any City infrastructure, structure, or facility as the result of the actual or proposed presence in the Public Right-of-Way of VERIZON's Facilities. Such costs and expenses shall include, but not be limited to, the direct costs of City personnel and contractors utilized to oversee or engage in any work in the Public Right-of-Way as the result of the presence of VERIZON's Facilities in the Public Right-of-Way, and any time spent reviewing construction plans in order to either accomplish the relocation of VERIZON's Facilities or the routing or rerouting of any public utilities or Public Rights-of-Way so as not to interfere with VERIZON's Facilities. Upon request as a condition of payment by VERIZON, all billing will be itemized so as to specifically identify the direct costs for each project for which the City claims reimbursement.

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

**F. Bond.** Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise Agreement, VERIZON shall upon the request of the City, furnish a bond executed by VERIZON and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City as sufficient to ensure performance of VERIZON's obligations under this Franchise Agreement, provided, however, that such sum shall not exceed 100% of the project construction cost of the proposed telecommunications system work by VERIZON in the City

rights-of-way. At VERIZON's sole option, VERIZON may provide alternate security in the form of an assignment of funds or a letter of credit, in the same amount as the bond. All forms of security shall be in the form reasonably acceptable to the City. The bond shall be conditioned so that VERIZON shall observe all the covenants, terms, and conditions and shall faithfully perform all of the obligations of this Franchise Agreement, and to repair or replace any defective VERIZON work or materials discovered in the City's roads, streets, or property.

- G. "One-Call" Location & Liability.** VERIZON shall subscribe to and maintain membership in the regional "One-Call" utility location service and shall promptly locate all of its lines upon request. The City shall not be liable for any damages to VERIZON's system components or for interruptions in service to VERIZON customers which are a direct result of work performed for any City project for which VERIZON has failed to properly locate its lines and facilities within the prescribed time limits and guidelines established by One-Call. The City shall also not be liable for any damages to the VERIZON system components or for interruptions in service to VERIZON customers resulting from work performed under a permit issued by the City.
- H. As-Built Plans Required.** VERIZON shall maintain accurate engineering plans and details of all installed system facilities, within the City limits, and upon request by the City, shall provide such information in both paper form and electronic form using the most current Autocad version (or other mutually-agreeable format) prior to close-out of any permit issued by the City and any work undertaken by VERIZON pursuant to this Franchise Agreement. The City shall reasonably determine the acceptability of any as-built submittals provided under this Section.
- I. Recovery of Costs.** VERIZON shall be subject to all applicable permit fees associated with activities undertaken through the authority granted in this Franchise Agreement or under ordinances of the City.
- J. Vacation.** The City shall have the right to vacate any City road, right-of-way, or other City property which is subject to rights granted by this Franchise Agreement. The City may, if practicable, reserve an easement for VERIZON in its vacation ordinance. If VERIZON's facilities must be relocated due to the vacation, the City may, at its option and by giving 60 days written notice to VERIZON, terminate this Franchise Agreement with respect to such City road, right-of-way, or other City property so vacated. The City shall not be liable for any damages or loss to VERIZON by reason of such termination other than those provided for in RCW 35.99.



**Section 6. Franchise Compliance.**

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

**B. Emergency Actions.**

1. If any of VERIZON's actions, or any failure by VERIZON to act to correct a situation caused by VERIZON, is deemed by the City to create a threat to life or property, financial harm, or cause a delay of the construction, repair or maintenance of the public improvement, the City may order VERIZON to immediately correct said threat, financial harm, or delay or, at the City's discretion, the City may undertake measures to correct said threat, financial harm or delay itself; provided that, except in emergency situations, as determined solely by the City, the City shall notify VERIZON and give VERIZON an opportunity to correct the situation within a reasonable time as specified by the City, said threat, financial harm or delay before undertaking such corrective measures. VERIZON shall be liable for all reasonable costs, expenses, and damages attributed to the correction of such an emergency situation as undertaken by the City to the extent that such situation was caused by VERIZON and shall further be liable for all reasonable costs, expenses, and damages resulting to the City from such situation and any reimbursement of such costs to the City shall be made within 30 days of written notice of the completion of such action or determination of damages by the City. The failure by VERIZON to take appropriate action to correct a situation caused by VERIZON and identified by the City as a threat to public or private safety or property, financial harm, or delay of the construction, repair or maintenance of the public improvement shall be considered a violation of the terms of this Franchise Agreement.
2. If during construction or maintenance of VERIZON's facilities any damage occurs to an underground facility and the damage results in the release of natural gas or other hazardous substance or potentially endangers life, health, or property, VERIZON or its contractor shall immediately call 911 or other local emergency response number.

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

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

**Section 7. Insurance.**

- A. VERIZON shall maintain liability insurance written on a per occurrence basis during the full term of this Franchise Agreement for injuries and property damages. The policy or policies shall afford insurance covering all operations, vehicles, and employees with the following limits and provisions:
1. Commercial general liability insurance with limits of not less than \$2,000,000 each occurrence combined single limit for bodily injury and property damage, including contractual liability; personal and advertising injury; explosion hazard, collapse hazard, and underground property damage hazard; products; and completed operations.
  2. Commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, covering all owned, non-owned, leased, and hired auto coverage, as applicable.
  3. Pollution Liability insurance, on an occurrence form, with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims..
- B. Such insurance shall include as additional insured the City, its officers, and employees, shall apply as primary insurance, shall stipulate that no insurance affected by the City will be called on to contribute to a loss covered thereunder. Upon receipt of notice from its insurer(s), VERIZON shall use all commercially reasonable efforts to provide at least 30 days prior written notice of cancellation by US mail to the City. VERIZON may utilize primary and umbrella liability insurance policies to satisfy insurance policy limits required herein.
- C. If the City determines that circumstances warrant an increase in insurance coverage and liability limits to adequately cover the risks of the City, the City may require a commercially reasonable amount of additional insurance to be acquired. The City shall provide written notice should the City exercise its right to require additional insurance.

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

**Section 9. Transfer of Ownership.**

- A. The rights, privileges, benefits, title, or interest provided by this Franchise Agreement shall not be sold, transferred, assigned, or otherwise encumbered, without the prior written consent of the City, with such consent not being unreasonably withheld, unreasonably conditioned or unreasonably delayed. No such consent shall be

required, however, for a transfer in trust, by other hypothecation, or by assignment of any rights, title, or interest in VERIZON's telecommunications system in order to secure indebtedness. Approval shall not be required for mortgaging purposes provided that the collateral pledged for any mortgage shall not include the assets of this franchise. Approval shall not be required for any transfer from VERIZON to another person or entity controlling, controlled by, or under common control with VERIZON or if VERIZON adopts a new company name without a change in control. VERIZON may license fibers to other users operating a telephone business or service providers without the consent of the City provided that VERIZON remains solely responsible for the terms and conditions outlined in this Franchise Agreement and provides the City with written notice of licenses or leases for such purposes. The licensing or lease of fibers for other uses shall require a separate assignment, franchise or right of way agreement approved by the City.

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

**Section 10. Administrative Fees and Utility Tax.**

- A.** Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees for any "telephone business" as defined in RCW 82.16.010 or "service provider" as defined in RCW 35.99.010, except that fees may be collected for administrative expenses related to such franchise and a utility tax may be assessed. VERIZON does hereby warrant that its operations as authorized under this Franchise Agreement are those of a telephone business as defined in RCW 82.16.010 or of a service provider as defined in 35.99.010. Nothing in this Franchise Agreement is intended to alter, amend, modify or expand the taxes and fees that may lawfully be assessed on VERIZON's business activities under this Franchise under applicable law.
- B.** VERIZON shall be subject to an administrative fee for reimbursement of the actual costs associated with the preparation, processing, and approval of this Franchise Agreement, not to exceed \$5,000. These costs shall include but not be limited to wages, benefits, overhead expenses, equipment, and supplies associated with such tasks as plan review, site visits, meetings, negotiations, and other functions critical to proper management and oversight of City's right-of-way. Administrative fees exclude normal permit fees for permits issued under Chapter 12.15 of the Shoreline Municipal Code. The franchise application deposit shall be applied to final payment of the one-time administrative fee within 30 days after franchise approval.

- C.** In the event VERIZON submits a request for work beyond the scope of this Franchise Agreement, or submits a complex project that requires significant comprehensive plan review, or inspection, VERIZON shall reimburse City for amendments and reasonable expenses associated with the project. VERIZON shall pay such costs within 30 days of receipt of bill from the City.
- D.** Failure by VERIZON to make full payment of bills within the time specified shall be considered sufficient grounds for the termination of all rights and privileges existing under this ordinance utilizing the procedures specified in Section 6 of this ordinance.
- E.** If VERIZON provides services which are not regulated by the Washington Utilities and Transportation Commission, then such VERIZON services shall become subject to the City's utility tax as set forth in Chapter 3.32 of the Shoreline Municipal Code, as may be lawfully be assessed.

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

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

Verizon Access Transmission Services  
600 Hidden Ridge  
Irving, TX 75038  
Attn: Franchise Manager

With Copy to (except for invoices):

Verizon Business Services  
1320 N. Courthouse Road, Suite 900  
Arlington, VA, USA 22201  
Attn: Vice President and Deputy General Counsel

**Section 12. Indemnification.**

- A.** VERIZON shall use reasonable and appropriate precautions to avoid damage to persons or property in the construction, installation, repair, operation, and maintenance of its structures and facilities within the Franchise Area. VERIZON shall indemnify, defend and hold the City, its agents, officers or employees harmless from all third-party claims, actions or damages or expense of any nature, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any negligent or intentional act or omission of VERIZON, its officers, agents,

servants or employees, contractors, or subcontractors in the performance of the rights, benefits, and privileges granted to VERIZON by this Franchise. In the event any claim or demand is presented to or filed with the City which gives rise to VERIZON's obligation pursuant to this Section, the City shall within a reasonable time notify VERIZON thereof and VERIZON shall have a right, at its election, to settle or compromise such claim or demand. In the event any claim or action is commenced in which the City is named a party, and which suit or action is based on a third-party claim or demand which gives rise to VERIZON's obligation pursuant to this Section, the City shall promptly notify VERIZON thereof, and VERIZON shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, VERIZON may, at its election and at its sole cost and expense, settle or compromise such suit or action. This Section shall not be construed to require VERIZON to:

1. protect and save the City harmless from any claims, actions, or damages;
  2. settle or compromise any claim, demand, suit, or action;
  3. appear in or defend any suit or action; or,
  4. pay any judgment or reimburse the City's costs and expenses (including reasonable attorney's fees), to the extent such claim arises out of the sole negligence or intentional acts of the City, its employees, agents or independent contractors.
- B.** The City shall have the right at all times to participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this Franchise when the City determines that such participation is required to protect the interests of the City or the public. Such participation by the City shall be at the City's sole cost and expense.
- C.** Should a court of competent jurisdiction determine that this franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of VERIZON and the City, its officers, employees and agents, VERIZON's liability hereunder shall be only to the extent of VERIZON's negligence.
- D.** With respect to the performance of this Franchise and as to claims against the City, its officers, agents and employees, VERIZON expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its officers, agents and employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of VERIZON's officers, agents or employees. This waiver has been mutually negotiated by the parties.

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

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

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

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

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

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

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

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

**PASSED BY THE CITY COUNCIL ON MAY 22, 2017**

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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

Publication Date: \_\_\_\_\_, 2017

Effective Date: \_\_\_\_\_, 2017