



AGENDA

SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, October 30, 2017
5:45 p.m.

Conference Room 104 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: EXECUTIVE SESSION: Personnel – RCW 42.30.110(1)(g)

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

SHORELINE CITY COUNCIL REGULAR MEETING

Monday, October 30, 2017
7:00 p.m.

Council Chamber · Shoreline City Hall
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
6. APPROVAL OF THE AGENDA		7:20
7. CONSENT CALENDAR		7:20
(a) Approving Minutes of Special Meeting of October 9, 2017	<u>7a-1</u>	
(b) Authorizing the City Manager to Execute a Contract with PAWS in an Amount Not to Exceed \$175,000 for Animal Sheltering Services for 2018-2022	<u>7b-1</u>	
(c) Authorizing the City Manager to Execute Contracts with Superion LLC in an Amount up to \$700,000 for the Licensing and Professional Services of the Financial and Human Resource Software System Implementation	<u>7c-1</u>	

8. STUDY ITEMS

- | | | | |
|-----|--|-------------|------|
| (a) | Discussing Ordinance No. 791 – Amending the SMC Chapter 3.75, Implementing a Fire Impact Fee | <u>8a-1</u> | 7:20 |
| (b) | Discussing Ordinance No. 803 – Amendments to SMC Chapter 10.05 Model Traffic Ordinance Adding Parking Restriction for Bicycle, Transit and Turn Only Lanes | <u>8b-1</u> | 8:00 |
| (c) | Discussing an Update on Implementation of the City’s Climate Action Plan and Selecting 2018-2021 Priority Recommendations | <u>8c-1</u> | 8:20 |
| (d) | Discussing Ordinance No. 792 – Repealing in its Entirety Chapter 12.40 Impact Fees for Transportation and Adding a New Chapter to Title 3 Revenue and Finance, Chapter 3.80 Impact Fees for Transportation to the Shoreline Municipal Code | <u>8d-1</u> | 8:50 |

9. ADJOURNMENT 9:00

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

CITY OF SHORELINE

SHORELINE CITY COUNCIL SUMMARY MINUTES OF SPECIAL MEETING

Monday, October 9, 2017
5:30 p.m.

Conference Room 303 - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: None

STAFF: Debbie Tarry, City Manager; John Norris, Assistant City Manager; Eric Friedli, Parks, Recreation, and Cultural Services Director; Shawn Ledford, Police Chief; Jessica Simulcik Smith, City Clerk

GUESTS: Shoreline School District Board: President Debi Ehrlichman; Vice President David Wilson; Boardmembers Mike Jacobs, Dick Nicholson, Dick Potter; Shorecrest Student Representative Christopher King; Shorewood Student Representative Luel Mitiku; and Shoreline School District Staff Rebecca Miner, Superintendent, and Marla Miller, Deputy Superintendent

At 5:38 p.m., the meeting was called to order by Mayor Roberts.

Ms. Miner provided information on Shoreline School District enrollment levels, program updates, and awards received over the past year. Councilmember McConnell inquired about the dual language program at Briarcrest Elementary and whether it would eventually be implemented in other schools. Deputy Mayor Winstead asked if the program is to help ESL students, or to teach Spanish to non-speaking students. Ms. Miner replied that the program achieves both. She also said at least half of the students need to speak a native language for the dual language program to be implemented in a school. Ms. Miner then reviewed the facility projects underway as part of the 2017 Bond proposition to rebuild schools and build an Early Learning Center.

Ms. Tarry highlighted public and private development activity currently permitted or under construction in Shoreline. Boardmember Potter asked how many units will likely house families with school-aged children. Ms. Tarry replied that she can find out. Ms. Tarry shared that the Parks, Recreation, and Open Space Master Plan was recently updated, and highlighted upcoming turf replacement projects, future park acquisition opportunities, and planning efforts for a new aquatic and community center.

City of Shoreline Councilmembers and Staff and the School District Board and Staff discussed how the McCleary Decision, the Legislature's adopted Budget, and local School District Levies would all impact the Shoreline School District's 2018 budget.

Councilmember Scully suggested that the City and School District work together to support each other's levy and bond propositions, and Mayor Roberts touched on legislative priorities of mutual interest. Ms. Tarry shared the City's legislative priorities are addressing the 1% levy lid; mental health funding; and the Capital Budget. Ms. Minor shared the School District's legislative priorities are teacher's salaries and eliminating any new mandates. Councilmember Salomon asked what mandates are challenging for the District to comply with. Ms. Minor replied that absence and truancy reporting and testing requirements have been burdensome.

Ms. Tarry spoke about the City's Equity and Inclusion Program, and reviewed the City's afterschool and summer programming. She thanked the School District for the use of their facilities to run these successful programs that the community has come to rely on.

Chief Ledford then talked about the City and School District's joint efforts on developing opioid education and response. He announced there will be a workshop in January geared towards parents of high schoolers that will focus on the signs to look out for. Councilmember Salomon emphasized the importance of programs that target the youth and that educates them on the real life consequences of drug use.

Ms. Miller shared information on implementing later school start times.

Mayor Roberts thanked everyone for a productive meeting. He said since the Council and School District Board's constituents are the same, it is important that they continue to work together.

At 6:37 p.m. the meeting was adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Contract with PAWS in an Amount Not to Exceed \$175,000 for Animal Sheltering Services for 2018-2022
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Alex Herzog, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City's current agreement with Progressive Animal Welfare Society (PAWS) for animal sheltering services (Attachment A), which covered the years 2013 through 2015, was extended in 2015 to provide coverage from 2016 through 2017 (Attachment B). The proposed scope of work for the new contract (Attachments C) would cover the City for animal sheltering services from 2018 through 2022. The proposed contract's initial term is two years with three automatic one-year extensions for a total possible contract life of five years.

If approved, the proposed contract with PAWS would align with the first term of the recently-executed agreement with Regional Animal Services of King County (RASKC) which provides animal services (licensing, animal control, and back-up shelter services) for the City as well as 24 other contract cities and unincorporated King County. The total life of that agreement is 15 years. Council authorized its execution on May 22, 2017.

RESOURCE/FINANCIAL IMPACT:

The proposed contract includes a not-to-exceed amount of \$175,000. Based on historical data over the last five years, this amount should cover costs for the life of the contract.

The cost structure of the proposed contract is based on usage. The City receives a monthly invoice for animals that are taken in within the City's limits. From 2012-2016, PAWS has taken in an average of 15 dogs and cats per month, or an average of 180 annually. During the first year of the contract (2018), the City will be billed \$186 per intake. For each subsequent contract year, that rate will increased by either 2.5% or the June-to-June Seattle-Bellevue-Tacoma CPI-U, whichever is greater. If a 3.00% CPI-U inflator is used for 2019, the intake fee rate would be \$192 per animal. The intake fee will not exceed \$225 for the life of the agreement.

For reference, the historical intake fees and the proposed rate for 2018 are below:

PAWS Intake Fees					
	2014	2015	2016	2017	2018
Fee per animal intake	\$165	\$170	\$175	\$180	\$186

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute the proposed 2018-2022 Animal Sheltering Services contract with PAWS in an amount not to exceed \$175,000.

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

BACKGROUND

Shoreline has contracted with PAWS for animal sheltering services beginning 2010 and executed several similar contracts since then. The initial contract that the City signed with PAWS was for eight months beginning May 1, 2010 and ending December 31, 2010. The City then entered into a two year contract extension with PAWS, which expired at the end of 2012. A three year contract, covering 2013-2015 was executed, then extended for two additional years to cover 2016 and 2017.

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

If the City executes the proposed contract with PAWS for animal shelter services, the City's current agreement with RASKC would not be affected. The proposed contract with PAWS would align with the first term of the recently-executed agreement with RASKC. The staff report and materials for the May 22, 2016 Council meeting during which execution of the RASKC agreement was authorized can be found on the City's website, here:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport052217-7c.pdf>.

DISCUSSION

Although the City's purchasing rules require that contractual services typically go out to bid if the cumulative cost of a contract exceeds \$50,000, a Request for Proposals (RFP) was not issued for this service contract. Staff requested that the RFP process be waived for this contract given that PAWS is the only local animal shelter service provider that can meet both the City's sheltering needs and is in close proximity to the City. Given these considerations, the City Manager approved this waiver.

Staff has negotiated a service contract with PAWS that is very similar to previous contracts. The proposed contract's initial term is two years with three automatic one-year extensions for a total possible contract life of five years. The proposed Scope of Work of this contract is attached to this staff report as Attachment C.

The key terms of the proposed contract with PAWS are:

- **Term**: First term of two years, covering 2018-2019, with three automatic one-year extensions for a total possible contract life of five years, potentially providing coverage through 2022.
- **Insurance**: Standard insurance provisions are included in this section, including \$1,000,000 per claim and \$1,000,000 policy aggregate of Professional Liability, Errors, or Omissions coverage; no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate of Commercial General Liability; not less than

\$1,000,000 of Automobile Liability; and no less \$1,000,000 each occurrence and \$1,000,000 aggregate of Umbrella Liability.

- Exhibit A (Scope of Work) to the Proposed Contract:
 - PAWS will provide the same animal sheltering services as are provided today, including sheltering of dogs and cats, veterinary services and termination.
 - PAWS will notify owners when possible.
 - Animal owners will be solely responsible for paying any and all reasonable fees and costs charged by PAWS for its care and sheltering of the animal. However, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee amount will be billed to the City. The City will be billed for services on a monthly basis.
 - The City and PAWS may collaborate to promote responsible guardianship and attempt to reduce future sheltering and animal control costs.

RESOURCE/FINANCIAL IMPACT

The proposed contract includes a not-to-exceed amount of \$175,000. Based on historical data over the last five years, this amount should cover costs for the life of the contract.

The cost structure of the proposed contract is based on usage. The City receives a monthly invoice for animals that are taken in within the City's limits. From 2012-2016, PAWS has taken in an average of 15 dogs and cats per month, or an average of 180 annually. During the first year of the contract (2018), the City will be billed \$186 per intake. For each subsequent contract year, that rate will increased by either 2.5% or the June-to-June Seattle-Bellevue-Tacoma CPI-U, whichever is greater. If a 3.00% CPI-U inflator is used for 2019, the intake fee rate would be \$192 per animal. The intake fee will not exceed \$225 for the life of the agreement.

For reference, the historical intake fees and the proposed rate for 2018 are below:

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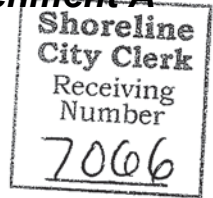
RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute the proposed 2018-2022 Animal Sheltering Services contract with PAWS in an amount not to exceed \$175,000.

ATTACHMENTS

- Attachment A: Contract with PAWS for Animal Sheltering Services (Covering January 1, 2013 through December 31, 2015)
- Attachment B: Extension to Contract with PAWS for Animal Sheltering Services (Covering January 1, 2016 through December 31, 2017)

Attachment C: Proposed Scope of Work for 2018-20222 Contract with PAWS for Animal
Sheltering Services



Contract No. 7066
Brief Description: Animal Sheltering

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and the Progressive Animal Welfare Society, Inc., hereinafter referred to as the "PAWS."

WHEREAS, the City desires to retain the services of a vendor for Animal Shelter services, and

WHEREAS, the City has established by ordinance regulations regarding animals within the City limits, and

WHEREAS, the City has contracted with PAWS from May 2010 through the end of 2012 for Animal Shelter services, and

WHEREAS, the City has entered into a new three year contract with Regional Animal Services of King County, and in that contract, the City has agreed to continue to contract with PAWS to help alleviate capacity concerns at the King County Pet Adoption Center (animal shelter), and

WHEREAS, the City has selected PAWS to continue to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by PAWS.

PAWS shall perform the services outlined in Exhibit A. In performing these services, PAWS shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$120,000, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay PAWS for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. PAWS shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. PAWS shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

- A. The term of this Agreement shall commence January 1, 2013 and end at midnight on the 31st day of December, 2015.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving sixty (60) days notice to PAWS in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by PAWS pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, PAWS shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due PAWS. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. PAWS reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If, upon written notice from PAWS that PAWS is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Management of Documents.

- A. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- B. PAWS shall preserve the confidentiality of all City documents and data accessed for use in PAWS' work product.
- C. PAWS agrees to provide the City with all Shoreline-related documents responsive to public records requests received by the City.

6. Independent Contractor Relationship.

- A. PAWS is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between PAWS and the City during the period of the services shall be that of an independent contractor, not employee. PAWS, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, PAWS shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and PAWS shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by PAWS is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PAWS or any employee of PAWS.

7. Hold Harmless.

PAWS shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of PAWS, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence or intentional acts of the City.

The City shall defend, indemnify, and hold PAWS, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the City, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence or intentional acts of the PAWS.

8. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, PAWS shall not give a gift of any kind to City employees or officials.

9. Insurance.

PAWS shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) PAWS' insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of PAWS' insurance (except for professional liability insurance); and 2) PAWS' insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves PAWS use of motor vehicles.

10. Delays.

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

11. Successors and Assigns.

Neither the City nor PAWS shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

12. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, gender identity or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or 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, sexual orientation, gender identity or the presence of any sensory, mental or physical handicap.

13. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as 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 of Shoreline:

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

PAWS:

Director of Companion Animal Services
Progressive Animal Welfare Society, Inc.
PO Box 1037
Lynnwood, WA 98046
(425) 412-4029

14. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Any dispute arising out of any alleged breach of this Agreement shall first be submitted to non-binding mediation for resolution. If the dispute is not resolved in mediation, the dispute shall be subject to mandatory and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Venue of any such proceeding shall be in King County, Washington.

15. General Administration and Management.

The City's contract manager shall be: John Norris, CMO Management Analyst.

16. 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 PAWS, 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.

17. Entire Agreement.

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

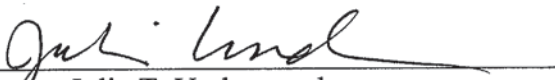
This agreement is executed by

CITY OF SHORELINE

PAWS

By:

By:

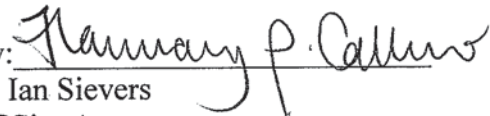

Name: Julie T. Underwood
Title: City Manager


Name: Annette Laico
Title: Executive Director

Date: 12/18/12

Date: 12/11/12

Approved as to form:

By: 
for Ian Sievers
City Attorney

Attachments: Exhibits A, B, W-9 (Request for Taxpayer Identification Number and Certification)

EXHIBIT A

SCOPE OF WORK

1. Services Provided

PAWS shall independently provide the following services to the City:

- A. PAWS shall furnish animal shelter services to the City. Animal shelter services shall include sheltering and holding of dogs and cats at facilities operated by PAWS, releasing animals to owners, and disposing of animals that are not claimed by owners after the period prescribed by City ordinance, in a responsible and lawful manner (including adoption or destruction).
- B. PAWS shall provide veterinary care at the discretion of PAWS' Director of Companion Animal Services or, in his or her absence, his or her designated representative (collectively "Shelter Manager"). If agreed upon by the Shelter Manager and a licensed veterinarian, ill or injured stray animals, whether licensed or not, whose owners cannot be notified, because the animal has no identification that is traceable or the owner can not be reached by a single phone call, may be euthanized if the animal is in pain that cannot be relieved by such care as the shelter staff can reasonably provide. PAWS shall have a policy and procedure to follow to euthanize the animal and to reach the owner. When reasonably possible, PAWS shall recover costs from the owner of the animal for such veterinary treatment prior to release of the animal or euthanasia procedure.
- C. PAWS agrees to abide by and strictly follow any and all procedures of Title 6 of the Shoreline Municipal Code, as now or hereafter amended, regulating animals, particularly the provisions of Title 6 related to the duration of impoundment, before disposing of any animals. PAWS and the City agree that Title 6, as now or hereafter amended, is incorporated by reference and shall be part of this Agreement as if set forth in full herein. The City shall provide PAWS with current copies of all applicable policies, procedures, and City ordinances upon execution of this Agreement and shall provide PAWS at least thirty (30) days notice prior to the proposed adoption of any amendments to such policies, procedures or ordinances affecting PAWS' performance under this Agreement.
- D. If any animal is brought to PAWS by a City official or a Shoreline Animal Control Officer and then claimed by its owner during the applicable holding period, the owner will be solely responsible for paying any and all reasonable fees and costs charged by PAWS for its care and sheltering of the animal. PAWS may choose not to release any sheltered animal to any person until PAWS is reasonably satisfied that the person has paid all applicable, shelter and other fees related to housing and caring for any animal and has evidence of the ownership of said animal.
- E. PAWS will hold unlicensed stray dogs and cats for a period of seventy two (72) hours from time of delivery, except as provided herein. Stray dogs and cats bearing a current license issued within the State of Washington or positively identified by a City official or a Shoreline Animal Control Officer or by a traceable microchip shall be held for a period of ten (10) days. PAWS shall be responsible for delivering notification to owners that their licensed dog or cat has been impounded, unless notification has already been done by a City official or a Shoreline Animal Control Officer, and PAWS has been provided evidence of such notification. Such notice may be based on information provided by the

City in accordance with the City's Animal Control policies and procedures. PAWS shall release animals to owners within the applicable holding period prescribed herein in accordance with the procedures outlined in Section 1.D of this Scope of Work.

- F. PAWS shall dispose of animals not claimed by an owner once the applicable holding period prescribed herein has expired, either by release for adoption, euthanasia, or transfer to another agency in accordance with applicable laws and terms of this Agreement. PAWS shall not sell any animals to research institutes or licensed dealers for research purposes. Animals held under RCW 16.52.085 will be held for fifteen (15) business days before any disposition of the animal by PAWS.

Any animal not redeemed by its owner during the prescribed holding period or which, in the opinion of a licensed veterinarian or the Shelter Manager, is suffering from serious injury or disease, may be humanely destroyed, or in the discretion of the Shelter Manager may be held for a longer period and redeemed by any person upon payment of reasonable medical and holding costs. Animals deemed dangerous by the City, where such notice has been provided by the City to PAWS, shall not be released to their owners without a court order.

- G. If not claimed by an owner during the applicable holding period, an animal immediately becomes the property of PAWS. Disposition of the animal is then at PAWS' discretion, provided however, that PAWS shall not dispose of an animal while any legal proceedings of which it has notice and relating to the disposition of that animal are pending or in contravention of any court order of which it has notice.
- H. PAWS reserves the right to refuse all animals other than dogs or cats, where, in PAWS' opinion, it does not have the facilities appropriate or available to accommodate the needs of such animal. PAWS further reserves the right to refuse any animal if the animal shelter is at its maximum capacity. The Shelter Manager shall have the authority to make such determinations.
- I. The Shelter Manager can decline owned animals that need to be placed on "bite quarantine" if a City Official or a Shoreline Animal Control Officer approves that the animal can remain at the owner's house or be housed at a boarding facility, such as a veterinary office, at the owner's expense.

2. Compensation

In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$165.00 for each animal brought to PAWS from the City's jurisdiction for the years 2013 and 2014. For the year 2015, the \$165.00 intake fee rate will be increased by either 2.5% or the June to June Seattle-Bellevue-Tacoma CPI-U, whichever is greater. The intake fee dollar amount will be rounded up to the nearest dollar.

For animals that are brought to PAWS by City officials or Shoreline Animal Control Officers and released to their owners prior to the applicable holding period expiring pursuant to Section 1.E of this Scope of Work, PAWS will attempt to recover the intake fee from the animal's owner. However, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee amount will be billed to the City. This includes licensed or unlicensed stray animals found within the City limits of Shoreline and brought to PAWS by a City Official or a Shoreline Animal Control Officer.

PAWS may also charge the City a per day fee of Fifteen Dollars (\$15.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.E. of this Scope of Work. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.

The above mentioned payment shall be the sole compensation for work performed and/or services rendered by PAWS, and for supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the services required by this Agreement.

Each month, PAWS shall submit a properly executed invoice to the City to request payment pursuant to Section 1 of this Scope of Work. Said invoices shall indicate the total number of animals handled during the month for the City. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made to PAWS shall be refunded to the City within 30 days of notification. PAWS shall maintain adequate records to support billings. Said records shall be maintained for a period of at least three (3) years after completion of this Agreement by PAWS.

PAWS will retain any adoption fees collected for animals that were not claimed during the applicable holding period and became the property of PAWS pursuant to Section 1.G.

3. Representations

PAWS represents and warrants that it has the requisite training, skill and experience necessary to provide the services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

4. Property and Confidential Information

PAWS shall not, without the prior written consent of the City, disclose to third parties information it obtains from the City that is not otherwise subject to public disclosure unless:

- The information is in the public domain at the time of disclosure by PAWS;
- The information is also received by PAWS from a third party who does not have an obligation to keep the same confidential; or
- The information is subject to court order or lawfully issued subpoena.

5. Collaboration

The City and PAWS may collaborate to promote responsible guardianship and attempt to reduce future sheltering and animal control costs. The City may continue to support the community's movement to a safer and more humane environment by participating with PAWS as follows:

- The City may continue to ensure that information on lost/found pets and licensing information is presented on the City website, including appropriate links to PAWS and animal control providers.
- The City may work with PAWS to be visible in the community through appropriate and available city events and educational information.
- The City may sponsor an annual "license and microchip day" event. If conducted, PAWS would be responsible for performing the microchipping of cats and dogs at this event at their shelter facility under the supervision of a licensed veterinarian. The City would bear

the costs of the microchips for City residents. The City would promote the event encouraging pet owners to get their pet licensed and microchipped on the same day.

- The City may sponsor an annual low-cost “spay and neuter” day at PAWS which focuses on the prevention of litters and reduces free-roaming cat populations. As a sponsor of this event the City would promote the event encouraging low-income pet owners to get their pet spayed/neutered.

EXHIBIT B

CITY OF SHORELINE
BILLING VOUCHER

17500 Midvale AVE N, Shoreline, WA 98133-4905 v (206) 801-2700 v Fax (206) 546-7870

Contract No. 7066

Firm Name: Progressive Animal Welfare Society, Inc.
Mailing Address: PO Box 1037, Lynnwood WA 98047

Invoice No.: _____	Invoice Date: _____
Amount of Invoice: \$ _____	

Contract Expiration Date: December 31, 2015 Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount (including amendments)	\$ _____
Previously Billed	\$ _____
Current Invoice Request	\$ _____
Total Payments Requested to date	\$ _____
Contract Balance Remaining	\$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

<i>For Department Use Only</i>	
Approved for Payment:	
_____	Date: _____
City of Shoreline	

Request for Services Waiver RFP Process

Project: Animal Sheltering
Services to be Rendered: Animal Sheltering
Anticipated Cost of Services: \$150,000
Desired Consultant: Progressive Animal Welfare Society (PAWS)

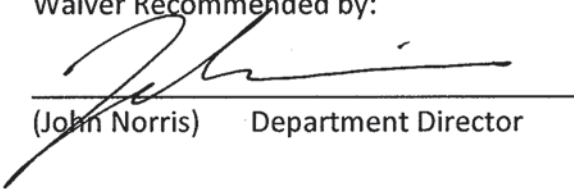
All service contracts that have an estimated cost in excess of \$50,000 must use a formal Request for Proposal (RFP) process. The SMC 2.60.070 Services, Section D.2.b allows the City Manager to waive the formal RFP process when one or more of the following criteria are met:

- Costs of delay in using an RFP process are likely to outweigh savings and higher quality performance expected from the RFP process.
- It can be demonstrated that specialized expertise, experience or skill is needed for a successful outcome and outweighs potentially lower price proposals.
- The selected consultant has previously provided satisfactory service to the City related to this specific project, and has the qualifications to perform the Scope of Work.

Check the appropriate criteria and **provide a brief explanation** for the request and how the criteria has been met. If appropriate, provide examples of previous consultant work, etc.

Explanation:
See attached memo

Waiver Recommended by:



(John Norris) Department Director

11-19-12
Date

Waiver Approved by:



City Manager

12/18/12
Date

NOTE: This waiver is for the selection process only; all contracts in excess of \$50,000 require City Council approval.



Memorandum

DATE: September 18, 2012

TO: Janet Bulman, Acting Purchasing Officer

FROM: John Norris, Management Analyst

CC: Robert Hartwig, Finance Director
Patti Rader, Finance Administrator

RE: Animal Sheltering Procurement

Problem/Issue Statement

On April 20, the City of Shoreline entered into an eight month contract with the Progressive Animal Welfare Society (PAWS) for animal sheltering services, which expired December 31, 2010. This includes the sheltering of dogs and cats at facilities operated by PAWS, releasing animals to their owners, and disposing of animals that are not claimed by owners after the period prescribed by City Ordinance, in a responsible and lawful manner (including adoption and destruction). Subsequent to contract expiration, the Council extended the contract with PAWS for two additional years until December 31, 2012. In order to move forward with this contract extension, staff received an exemption from the City's RFP process.

Given that the City is interested in entering into a new three year contract with PAWS for the years 2013 through 2015, staff will recommend a service contract for Council's consideration and approval with a \$120,000 do not exceed amount. As in 2010, staff is again requesting that the RFP process be exempted for this service contract, as PAWS is the only appropriate contractor to provide animal sheltering services for the City. The following memo outlines the reasons why this is the case.

Background

Since incorporation, the City of Shoreline has received animal control services through an interlocal agreement with the Regional Animal Services of King County (RASKC). In June 2012, the City entered into a new interlocal agreement with RASKC for continuation of this service for the years 2013 through 2015. As part of the RASKC interlocal agreement, cities in north King County (Shoreline, Lake Forest Park, Kenmore, and Woodinville) were asked to continue to contract with PAWS for animal shelter services. This request was made by the County to continue to help

manage capacity issues at the RASKC Animal Shelter in Kent. This stipulation that north King County cities would utilize the PAWS shelter is stated directly in the new RASKC Interlocal Agreement.¹

PAWS, which is about a 20 minute drive north of Shoreline in Lynnwood, is a non-profit community shelter partner that shelters homeless animals, rehabilitates injured and orphaned wildlife, and provides community education and legislative action on animal welfare and care issues. PAWS was founded in 1967 and has a vision of being the leading voice for animals in Washington State and a recognized leader in the nation for their progressive outreach and education programs, legislative work, and premier wildlife rehabilitation and companion animal services.

Through staff investigation of the shelter providers in the area, PAWS seems to have achieved their vision and has consistently ranked as a model service provider and organization. PAWS has an excellent reputation in the animal control and animal welfare communities, and also has experience contracting with municipalities for shelter services. Additionally, PAWS has provided us preliminary rate information for use of their shelter, which although not final, are extremely competitive with the other providers.

RFP Waiver Criteria

As is noted on the Request for Services Waiver-RFP Process form, SMC 2.60.070, Section D.2.b, allows the City Manager to waive the formal RFP process when certain criteria are met. The following criteria apply to animal sheltering services contract with PAWS:

- It can be demonstrated that specialized expertise, experience or skill is needed for a successful outcome and outweighs potentially lower price proposals.
- The selected consultant has previously provided satisfactory service to the City related to this specific project, and has the qualifications to perform the Scope of Work.

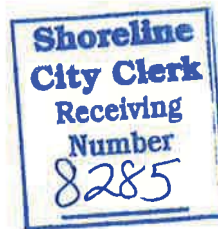
Given that north King County cities were asked to continue to contract with PAWS for animal shelter services as part of the RASKC interlocal agreement, the north King County cities and the County agreed that PAWS provides specialized expertise and experience in providing animal shelter services. As well, PAWS has provided this service for north King County cities under the terms of a RASKC interlocal agreement for over two years. PAWS has provided more than satisfactory service and has the qualifications to perform the Scope of Work of a future service contract.

Additionally, there are very few animal shelter providers in the Puget Sound region. Currently, there are six full service animal shelters in existence – PAWS, the RASKC Animal Shelter, the Seattle Animal Shelter, the Seattle Humane Society Shelter in Bellevue, the Humane Society for Tacoma and Pierce County, and the Everett Animal Shelter. Of these six providers, only the RASKC, Everett and PAWS animal shelters are available for use by the City of Shoreline. Although the City of Shoreline was approached by the Everett Animal Shelter about potential contract possibilities, it was quickly determined this was not a feasible solution, given that RASKC animal control officers were not willing to drive to Everett to drop off stray animals that were picked up in Shoreline.

¹ Exhibit A, Part II, Section 3 of the RASKC Interlocal Agreement; City Clerk Receiving #6921.

Conclusion

Based on this information, it is staff's recommendation to exempt the 2013-2015 PAWS contract from the City's RFP process. Animal sheltering is a type of service only offered by a handful of providers in the region. Furthermore, RASKC requested that Shoreline and other north King County cities contracting with them continue to contract with PAWS so that the systemic animal sheltering capacity can be expanded. This stipulation was written into the current RASKC interlocal agreement in order to memorialize this added capacity.



**FIRST AMENDMENT TO CONTRACT FOR SERVICES
(ORIGINAL CONTRACT NUMBER: 7066)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, and the Progressive Animal Welfare Society, Inc. (PAWS) on December 11, 2012; and

Whereas the parties desire to amend said agreement once again in order to reflect a change of circumstances, to wit: amending the term to include an extension covering 2016 and 2017 and establishing an 'Apprehension Fee Mitigation Fund'; amending the compensation section of the agreement's scope of work;

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Existing Agreement Amended:** The City and Progressive Animal Welfare Society, Inc. (PAWS) entered into an agreement on December 11, 2012 identified as: Shoreline City Clerk's Receiving No.7066. The parties hereby amend that agreement.
2. **Amendment to Existing Agreement:** The agreement is amended in the following respect(s):

Term: The term of this contract is extended from January 1, 2016 to December 31, 2017; and

'Apprehension Fee Mitigation Fund':

City of Shoreline Staff will include in the City's Proposed 2016 and 2017 annual budgets \$1,500, totaling \$3,000, be allocated toward reducing or fully covering the pet owner's cost of the intake fee as established in the agreement for animals brought to PAWS by City officials or Animal Control Officers. PAWS will continue to attempt to recover the intake fee from the animal's owner, however, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee may be covered by funds in the Apprehension Fee Mitigation Fund. PAWS may, at its discretion and in good faith, allocate a maximum of the full cost of the intake fee considering the following requirements:

1. Funds from the Apprehension Fee Mitigation Fund will only be allocated to offset costs of the intake fee for animals brought to PAWS by City officials or Animal Control Officers. PAWS may allocate a maximum of \$1,500 toward this cause for 2016 and 2017 each, not to exceed a total of \$3,000. The City will remit payments for a maximum of \$1,500 for 2016 and 2017 each.
2. Once a pet-owner has been allocated any amount of funds to offset the costs of the intake fee for animals brought to PAWS by City officials or Animal Control Officers, they may not receive any additional funds for this purpose for the remainder of the calendar year.
3. PAWS will submit, with each monthly bill, an invoice for any funds allocated toward offsetting intake fee for animals brought to PAWS by City officials or Animal Control Officers, the animal ID number, animal name, primary breed, intake type, time and date of intake, and the owner's name and address.

Attachment B

4. PAWS shall not bill the City for costs for reducing or fully covering the pet owner's cost of the intake fee if funding for such is not included in the City's Adopted 2016 and 2017 Budgets.

Compensation:

For 2016, the intake fee will be \$175. For 2017, the intake fee rate will be increased by either 2.5% or the June 2015 to June 2016 Seattle-Bellevue-Tacoma CPI-U, whichever is greater. The intake fee dollar amount will be rounded up to the nearest dollar.

3. **Terms and Conditions of Existing Agreement Remain the Same:** The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

EXECUTED, this the 7th day of October, 2015.

CITY OF SHORELINE

Debbie Tarry
Name: Debbie Tarry
Title: City Manager

CONSULTANT - PAWS

Kay Joubert
Name: KAY JOUBERT - PAWS
Title: Director of Companion
Animal Services

Approved as to form:
[Signature]
Shoreline City Attorney

**2018-2022 PAWS Animal Shelter Services Contract
SCOPE OF WORK**

1. Services Provided

PAWS shall independently provide the following services to the City:

- A. PAWS shall furnish animal shelter services to the City. Animal shelter services shall include sheltering and holding of dogs and cats at facilities operated by PAWS, releasing animals to owners, and disposing of animals that are not claimed by owners after the period prescribed by City ordinance, in a responsible and lawful manner (including adoption or destruction). PAWS may, at its discretion, decline to provide disposal services for residents of the City when the deceased animal in question is owned by the resident or his/her immediate family, and/or has been euthanized by a private veterinarian.
- B. PAWS shall provide veterinary care at the discretion of PAWS' Director of Companion Animal Services or, in his or her absence, his or her designated representative (collectively "Shelter Manager"). If agreed upon by the Shelter Manager and a licensed veterinarian, ill or injured stray animals, whether licensed or not, whose owners cannot be notified, because the animal has no identification that is traceable or the owner cannot be reached by a single phone call, may be euthanized if the animal is in pain that cannot be relieved by such care as the shelter staff can reasonably provide. PAWS shall have a policy and procedure to follow to euthanize the animal and to reach the owner. When reasonably possible, PAWS shall recover costs from the owner of the animal for such veterinary treatment prior to release of the animal or euthanasia procedure.
- C. PAWS agrees to abide by and strictly follow any and all procedures of Title 6 of the Shoreline Municipal Code, as now or hereafter amended, regulating animals, particularly the provisions of Title 6 related to the duration of impoundment, before disposing of any animals. PAWS and the City agree that Title 6, as now or hereafter amended, is incorporated by reference and shall be part of this Agreement as if set forth in full herein. The City shall provide PAWS with current copies of all applicable policies, procedures, and City ordinances upon request and shall provide PAWS at least thirty (30) days' notice prior to the proposed adoption of any amendments to such policies, procedures or ordinances affecting PAWS' performance under this Agreement.
- D. If any animal is brought to PAWS by a City official or a Shoreline Animal Control Officer and then claimed by its owner during the applicable holding period, the owner will be solely responsible for paying any and all reasonable fees and costs charged by PAWS for its care and sheltering of the animal. PAWS may choose not to release any sheltered animal to any person until PAWS is reasonably satisfied that the person has paid all applicable, shelter, and other fees related to housing and caring for any animal and has evidence of the ownership of said animal.
- E. PAWS will hold unlicensed stray dogs and cats for a period of seventy-two (72) hours from time of delivery, except as provided herein. Stray dogs and cats bearing a current license issued within the State of Washington or positively identified by a City official or a Shoreline Animal Control Officer or by a traceable microchip shall be held for a period of ten (10) days. PAWS shall be responsible for delivering notification to owners that their licensed dog or cat has been impounded, unless notification has already been done by a City official or a Shoreline Animal Control Officer, and PAWS has been provided evidence of such notification. Attempts of notification shall be made either by telephone and/or US mail, using

the information provided on the pet's licensing record or as otherwise provided by the City or King County Animal Control in accordance with the City's Animal Control policies and procedures.

PAWS shall release animals to owners within the applicable holding period prescribed herein in accordance with the procedures outlined in Section 1.D of this Scope of Work.

- F. PAWS shall dispose of animals not claimed by an owner once the applicable holding period prescribed herein has expired, either by release for adoption, euthanasia, or transfer to another agency in accordance with applicable laws and terms of this Agreement. PAWS shall not sell any animals to research institutes or licensed dealers for research purposes. Animals held under RCW 16.52.085 will be held for fifteen (15) business days before any disposition of the animal by PAWS.

Any animal not claimed by its owner during the prescribed holding period or which, in the opinion of a licensed veterinarian or the Shelter Manager, is suffering from serious injury or disease, may be humanely destroyed, or in the discretion of the Shelter Manager may be held for a longer period and claimed by any person upon payment of reasonable medical and holding costs. Animals deemed dangerous by the City, where such notice has been provided by the City to PAWS, shall not be released to their owners without a court order.

- G. If not claimed by an owner during the applicable holding period, an animal immediately becomes the property of PAWS. Disposition of the animal is then at PAWS' discretion, provided however, that PAWS shall not dispose of an animal while any legal proceedings of which it has notice and relating to the disposition of that animal are pending or in contravention of any court order of which it has notice.
- H. Persons adopting animals brought to PAWS and otherwise subject to the provisions of this Agreement will be solely responsible for paying all reasonable fees and costs charged by PAWS for its care and sheltering of the animal, in addition to applicable licensing fees, microchipping charges or other fees that PAWS, in its discretion may charge.
- I. PAWS reserves the right to refuse all animals other than dogs or cats, where, in PAWS' opinion, it does not have the facilities appropriate or available to accommodate the needs of such animal. PAWS further reserves the right to refuse any animal if the animal shelter is at its maximum capacity. The Shelter Manager shall have the authority to make such determinations.
- J. The Shelter Manager can decline owned animals that need to be placed on "bite quarantine" if a City Official or a Shoreline Animal Control Officer approves that the animal can remain at the owner's house or be housed at a boarding facility, such as a veterinary office, at the owner's expense.

2. Compensation

- A. In consideration of PAWS performing the services contemplated by this Agreement, the City agrees to pay an intake fee of \$186.00 for each animal brought to PAWS from the City's jurisdiction for 2018. For the year 2019, the \$186.00 intake fee rate will be increased by either 2.5% or the June-to-June Seattle-Bellevue-Tacoma CPI-U, whichever is greater. The intake fee dollar amount will be rounded up to the nearest dollar.

If the Agreement is renewed beyond December 31, 2019 as stated in Section 3 Term, the compensation shall be adjusted for each Renewal Term based on the Seattle-Tacoma-Bremerton Consumer Price Index (CPI) for Urban Wage Earners. Adjustments shall be based on the twelve (12) month period ending June 30th of the previous year to the Renewal Term. In the event that the CPI index decreases, the compensation shall remain unchanged and any successive Renewal Term's adjustment shall be based on the most recent June 30th CPI index value which yielded a positive adjustment. In the event the CPI index increases over five percent (5%), for any given Renewal Term, the adjustment shall be limited to five percent (5%). The intake fee will not exceed \$225 for the life of the agreement.

For animals that are brought to PAWS by City officials or Shoreline Animal Control Officers and released to their owners prior to the applicable holding period expiring pursuant to Section 1.F of this Scope of Work, PAWS will attempt to recover the intake fee from the animal's owner. However, if PAWS is not successful in recovering either the entire intake fee or a portion of the fee, the balance of this intake fee amount will be billed to the City. This includes licensed or unlicensed stray animals found within the City limits of Shoreline and brought to PAWS by a City Official or a Shoreline Animal Control Officer.

PAWS may also charge the City a per day fee of twenty dollars (\$20.00) per animal for animals held, at the City's written request, beyond the time periods specified in Section 1.F. of this Scope of Work. In the event of legal proceedings or court order, the City will provide PAWS with prompt written notice of the same and direct that the animal shall be held until further notice.

The above mentioned payment shall be the sole compensation for work performed and/or services rendered by PAWS, and for supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the services required by this Agreement.

Each month, PAWS shall submit a properly executed invoice to the City to request payment pursuant to Section 1 of this Scope of Work. Said invoices shall indicate the total number of animals handled during the month for the City. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made to PAWS shall be refunded to the City within 30 days of notification. PAWS shall maintain adequate records to support billings. Said records shall be maintained for a period of at least three (3) years after completion of this Agreement by PAWS.

PAWS will retain any adoption fees collected for animals that were not claimed during the applicable holding period and became the property of PAWS pursuant to Section 1 .G.

The City agrees to monitor submitted invoices so that when PAWS is within \$5,000 of the maximum compensation amount of this agreement, the City shall notify PAWS in writing so that the parties may have time to amend the agreement if so desired.

3. Representations

PAWS represents and warrants that it has the requisite training, skill, and experience necessary to provide the services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

4. Property and Confidential Information

PAWS shall not, without the prior written consent of the City, disclose to third parties information it obtains from the City that is not otherwise subject to public disclosure unless:

- The information is in the public domain at the time of disclosure by PAWS;
- The information is also received by PAWS from a third party who does not have an obligation to keep the same confidential; or
- The information is subject to court order or lawfully issued subpoena.

5. Collaboration

The City and PAWS may collaborate to promote responsible guardianship and attempt to reduce future sheltering and animal control costs. The City may continue to support the community's movement to a safer and more humane environment by participating with PAWS as follows:

- The City may continue to ensure that information on lost/found pets and licensing information is presented on the City website, including appropriate links to PAWS and animal control providers.
- The City may work with PAWS to be visible in the community through appropriate and available City events and educational information.
- The City may sponsor an annual "license and microchip day" event. If conducted, PAWS would be responsible for performing the microchipping of cats and dogs at this event at their shelter facility under the supervision of a licensed veterinarian. The City would bear the costs of the microchips for City residents. The City would promote the event encouraging pet owners to get their pet licensed and microchipped on the same day.
- The City may sponsor an annual low-cost "spay and neuter" day at PAWS which focuses on the prevention of litters and reduces free-roaming cat populations. As a sponsor of this event the City would promote the event encouraging low-income pet owners to get their pet spayed/neutered.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute Contracts with Superior LLC in an Amount up to \$700,000 for the Licensing and Professional Services of the Financial and Human Resource Software System Implementation
DEPARTMENT:	Administrative Services Division
PRESENTED BY:	John Frey, IT Project Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City's current financial and human resources software system is aging and needs to be upgraded. The system is currently built on legacy technology, and vendor support for the system will be discontinued in the future. The need to maintain this system and integrate it with other City systems, including the recreation, permit, asset management, and utility billing software systems, is critical, which requires that a new system be implemented. This project was planned as the final major system implementation as part of the City's Strategic Technology Plan.

This year, the City selected the Superior ONESolution software package through a rigorous RFP process to replace the current system. Tonight's authorization would allow the City Manager to enter into contracts with Superior to move this software implementation project forward.

RESOURCE/FINANCIAL IMPACT:

Estimates for the licensing and scope of work for the professional services does not exceed \$700,000. The funding for this contract was appropriated in the 2017 budget as part of the Finance and Human Resources System Replacement project.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute contracts with Superior LLC in an amount not to exceed \$700,000 for licensing and professional services of the Financial and Human Resource Software System Implementation.

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

BACKGROUND

The City's current Financial and Human Resources System is aging and the risks associated with the continued operation of the system is increasing. The system is currently built on legacy technology, and vendor support for the system will be discontinued in the future. The need to maintain this system and integrate it with other City systems, including the recreation, permit, asset management, and utility billing software systems, is critical, which requires that a new system be implemented. The replacement of the Financial and Human Resources System was identified as a critical priority in the City's Strategic Technology Plan and was funded in the 2017 Budget.

DISCUSSION

In 2016, the City selected Superior ONESolution through a rigorous RFP process facilitated by consultant Berry Dunn and Associates. Superior ONESolution provides enhancements and new features that will lead to significant process improvements, including workflow automation, contract management, grant management, online timecards, procurement card transaction processing, fixed assets, position control, personnel action forms, improved user interface, advanced reporting, and data analytics.

The City has selected Superior ONESolution for several reason, including:

- ONESolution includes new modules and features that will be leveraged for increased efficiencies and improved data analysis;
- The familiarity with the platform will allow staff to focus their efforts on workflow automation and other process improvements rather than on configuration and training on a completely new system;
- All financial transaction history will be migrated;
- Of the two viable options evaluated, Superior ONESolution was the most cost effective at nearly half the price of the other option; and
- Cost estimates for implementing Superior ONESolution are within the budget appropriation approved by Council.

Superior is the developer of ONESolution and is experienced at implementing their system. Superior also has extensive experience in Washington State, including with Department of Retirement Services reporting requirements.

Superior ONESolution Contract Model

The implementation of Superior ONESolution will involve at least two contracts: a licensing and maintenance contract and a professional services contract that are estimated to total approximately \$500,000.

The licensing contract includes the new modules for contract management, procurement cards, and personnel action forms. The professional services contract includes training and consulting services to implement workflow automation and advanced reporting, in addition to the installation and configuration of the system. The Scope of Work for the Superior Contract is attached to this staff report as Attachment A.

Staff anticipates that desired process improvements may require additional modules or third party licensing and professional services that will be more fully defined during the implementation. The balance of contractual authority approved by Council would be reserved for this purpose.

ALTERNATIVES ANALYSIS

Alternative 1: Approve the execution of contracts with Superior LLC (Recommended)

Council could authorize the City Manager to execute contracts with Superior LLC not to exceed the amount of \$700,000. If this alternative is selected, the following is noted:

- The system will be implemented in 2018.
- The total cost of the licensing and implementation will be less than the amount appropriated in the 2017 budget.
- Workflow automation will reduce manual and paper processes significantly, gaining efficiencies.
- Improved reporting and data analysis tools will increase the efficiency of the annual financial statement and budget report.
- A modern system will provide increased stability and reduced vulnerability to critical failures and security risks.

Alternative 2: Implement with a different integration partner

Council could engage a third party integration partner to assist with the software implementation project. If this alternative is selected, the following is noted:

- The implementation schedule will be delayed.
- The cost of the professional services of approximately \$375,000 may or may not decrease.
- The cost of software licensing of approximately \$125,000 will remain the same.

Alternative 3: Continue with the current system

Council could do nothing and continue with the current system. If this alternative is selected, the following is noted:

- The version of the current software is nearing the end of its lifecycle and the vendor will eventually discontinue support for it.
- Anticipated process improvements will be delayed or abandoned.
- The aging infrastructure will become increasingly fragile and the risk of a critical system failure will increase.
- Underlying infrastructure, such as the operating system and database, will not be able to be updated. Eventually the infrastructure vendors will stop support and security patches.
- The cost for this project can be re-allocated to another project.

RESOURCE/FINANCIAL IMPACT:

Estimates for the licensing and scope of work for the professional services does not exceed \$700,000. The funding for this contract was appropriated in the 2017 budget as part of the Finance and Human Resources System Replacement project.

RECOMMENDATION

Staff recommends that the City Council pre-authorize the City Manager to execute contracts with Superior LLC in an amount not to exceed \$700,000 for licensing and professional services of the Financial/Human Resource Software System Implementation.

ATTACHMENTS

Attachment A: Superior Scope of Work

17. SCOPE OF WORK

Scope of Work

Introduction: This document is the Scope of Work (SOW) for the implementation of Services only with respect to the Solution software expressly identified in the Order (the “Agreement”). This SOW is incorporated into the Agreement. The SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

Timeline Superion has included the following high level timeline estimates. The full project plan and schedule will be developed in the first 45 days of the project and these timelines and estimates may be adjusted.

Key Task/Milestone	Assumptions/Description:	Date
Project Kick Off	Kick off and Planning Meeting	Nov/Dec 2017
Project Work Plan/Schedule	Build project schedule in first 45 days	Dec 2017 -Jan 2018
Initial Installation and Data Migration	Initial install of ONESolution and Migration of IFAS Data	Dec 2017 -Jan 2018
Upgrade to latest software - HTML 5 Version	This is a planned upgrade to latest release of ONESolution which will be a purely responsive design user interface	Dec 2017/ January 2018
ONESolution Upgrade & New Module Consulting/Configuration	Consulting, Config, Set up and Initial testing	Feb/March 2018
Implement BPR Recommendations	Superion and Customer to implement any BPR recommendations the City chooses to enact	Feb-April 2018
Power/Core User Training	Training on all new features and modules for core users.	April/May 2018
Initial Testing	Superion and Customer Core users to do initial testing	May/June 2018
WorkFlow and Report Development	Development of Workflow and Reporting - This will be ongoing tasks over multiple months	April-Sept 2018
Mock Data Migration	Second Data Migration- Step to bring over updated IFAS production data	June/July 2018
Continued Consulting, Training	Consulting, Training, and Final Testing to take place	Aug/Sept 2018
Final User Testing	Final user verification testing	Sept 2018
Final Cutover Go Live plan	This plan defines all the tasks, resources, and dates for final cutover and go live on ONESolution	Aug/Sept 2018
Train End Users	End User Training takes place	Sept 2018
Final Data Migration and Go live	Move over final data and go live	Oct 2018
Post Live Support	Superion support in first 30/60 days after go live	Oct/Nov 2018

Assumptions: 1) These are estimates only 2) Full detailed plan/schedule to be developed early in the project

The following includes a summary of the hours included in the Professional Service Fees to move the Customer from IFAS 7.9 to ONESolution.

Service	Hours	Description
Installation of ONESolution and Data Migration		
Installation and Initial Data Migration	40	Initial Installation and Data Migration is to a pre-production environment
Post Install Tech Assistance	40	Post Install Tech Assistance is testing of initial install by a Superior technician
SA/DBA Training	8	Training for Administrator
Mock Data Roll	24	Test Data Migration
Final Data Roll	24	Final Go live
Go Live Weekend Uplift	10	Weekend Go Live
Test Account Creation	24	Superion will create 1 Test account agreement.
Cognos Install	20	Install of Cognos in 2 environments
PAF Install	4	PAF Install
INSTALL TOTAL	194	
NEW MODULES		
New Modules Development – Contract Management, Personnel Action Form, P-Cards, Cash Receipts	34	Superion has included Development Services which can be used for Workflow and/or Reporting for the new modules purchased by Customer up to the hours included in the agreement.
New Modules Training – Contract Management, Personnel Action Form, P-Cards, Cash Receipts	76	Superion has included Training Services to implement the new modules purchased by Customer up to the hours included in the agreement. 20 Hours for Contract Management, 8 Hours for Personnel Action Forms and 8 Hours for Cash Receipts.
NEW MODULES TOTAL	110	
IFAS TO ONESOLUTION SERVICES		
Project Management/BPR Consulting	576	Superion will provide a Project Manager who will work with the Customer Project Manager to oversee all aspects of the project and provide consulting related to process improvement. The project is expected to take 12 months.
ONESolution Consulting/Training	315	Superion has included the following hours to work with the Customer and to provide consulting, training, configuration, and testing for all existing modules and processes including the new Security, Navigation, and Desktop. Hours to be used on all new features and processes the Customer would like to improve based on best practices and use of ONESolution.
Workflow Development	112	Superion has included hours to assist the Customer with any Workflow development required by the upgrade to ONESolution. Superion will provide Workflow assistance up to the hours included in this agreement.

Report Development	80	Superion has included hours to assist the Customer with report development required by the upgrade to ONESolution and eliminate and/or convert CDD reports to Cognos. Superion will provide report development up to the hours included in this agreement.
Superion Analytics (Cognos Business Intelligence BI)	40	Superion has included hours for training on Cognos BI. Superion will provide training to the hours in this agreement.
WorkFlow Training	64	Superion has included hours to train customer on WorkFlow development and maintenance.
Upgrade Adhoc Development	64	Development services to cover EO, Forms, or integration services
CAFR Constructor	128	See Appendix 1 for description of CAFR services
IFAS TO ONESOLUTION SERVICES TOTAL	1379	

Assumptions:

1. All travel will be paid for outside this agreement.
2. Customer will train end users
3. Recommendations from the Business Process Reviews will be considered out of the scope of the current project and will be subject to a separately executed agreement.

Below describes the services in more detail and the Customer and Superion roles on the project.

Scope Definition	Scope Description	Customer Deliverables/Actions	Superion Deliverables/Actions
Installation Services Scope			
Installation and Initial Data Migration	Initial Installation and Data Migration is the installation of the ONESolution file system and the migration of data from the existing production environment to a pre-production environment.	<ul style="list-style-type: none"> • Hardware Set Up • Completed Pre-Install Checklist • Attend Discovery Call • Review and Signoff on Completed SOW 	<ul style="list-style-type: none"> • Pre-Install Checklist • Discovery Call • Statement of Work • Post Action Report

Post Installation Verification	<p>Post Install Verification is an in depth validation of the system post install. Customer specific set up, configuration and data validation is the customer responsibility for testing and validation. The intent of the verification is to ensure system readiness for customer and consulting activities.</p>	<ul style="list-style-type: none"> • Upon System Turnover and Completed Test Plans, Customer to Test and Validate System 	<ul style="list-style-type: none"> • Completed Test Plans
SA/DBA Training	<p>SA/DBA Training is ONESolution system administration training. These sessions will be handled via remote distance learning.</p>	<ul style="list-style-type: none"> • Attend Training 	<ul style="list-style-type: none"> • Agendas – One week prior to session. • Distance Learning Log – Within 1 week of session.
Mock Data Roll	<p>Mock Data Roll is a ‘dress rehearsal’ of the Go-Live Cutover process. Fully scripted with all tasks, resources and people identified and participating.</p>	<ul style="list-style-type: none"> • Attend Discovery Call • Review and Signoff on Completed SOW • Provide Installer with Items, Setup, or Configuration to be Preserved for Mock Migration • Test and Validate System 	<ul style="list-style-type: none"> • Discovery Call • Statement of Work
Final Data Roll	<p>Final Data Roll is the Go-Live Cutover where pre-production becomes the live production environment. The Final Data Roll typically starts on a Thursday afternoon/evening and runs through the weekend with the live ONESolution production the following Monday.</p>	<ul style="list-style-type: none"> • Attend Discovery Call • Review and Signoff on Completed SOW • Provide Installer with Items, Setup, or Configuration to be Preserved for Final Migration 	<ul style="list-style-type: none"> • Discovery Call • Statement of Work
Test Account Creation	<p>Test Account Creation is the creation of the test account which is cloned from the new production environment.</p>	<ul style="list-style-type: none"> • Validate Account 	<ul style="list-style-type: none"> • Discovery Call • Statement of Work
Weekend Uplift	<p>Weekend Uplift covers the weekend go-live activities.</p>		

Installation Scope Requirements and Notes:

- Superion will perform one initial migration, one mock migration and one final migration as part of the Agreement. Superion will create one Production Account and one Test Account as part of the Agreement. Additional accounts will require additional hours added to the Agreement by mutual written agreement at Superion’s prevailing rates.

Development Services Scope

<p>Workflow and Report Development Assistance</p>	<p>Workflow, and Cognos Report Development Assistance is to aid with any workflow or report development that may be required by the upgrade to ONESolution. Superion will migrate all existing workflow models (if applicable) and reports to ONESolution from the organization’s production environment as part of our migration process. We expect the workflow models and reports to achieve the same business functions in ONESolution. The organization’s workflow models and reports must be tested and may require updating due to software, schematic or table changes in the updated version of ONESolution. Customer will test all required reports and workflow models and Superion will update the workflow models and reports as necessary up to the hours included in this SOW.</p>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> • Identify Workflow or Report Changes • Complete Work Request Form – Details change requested • Discovery Call(s) • Task Specification(s) 	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> • Discovery Call(s) • Task Specification(s)
<p>Cognos Analytics Development</p>	<p>Superion has included services to move a selection of current IFAS reports into Cognos reports if desired. Superion will develop existing IFAS reports in Cognos as part of our migration process. We expect the Cognos reports to perform the same</p>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> • Identify IFAS reports that need to be created in Cognos Analytics 	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> • Discovery Call(s) • Task Specification(s)

business functions in ONESolution. Customer will test all Cognos reports developed for the organization. Superion will create Cognos reports up to the hours included in this SOW. Each report will be reviewed in the Discovery Call and will be placed in one of the follow three categories:

- **Simple** – list report with basic calculations and formatting. Report templates can be utilized for the majority of development. Typically one query handles the report information. Can be prompted and filtered. *Est 8 hours*
- **Medium** – report containing more advanced calculations and formatting. May need more than one report query to retrieve the data, master-detail relationships may be needed. Typically includes several prompts. *Est 16 hours*
- **Complex** – highly formatted report which may contain more than one list or report object and multiple developed pages, contains complex calculations such as running balance, may have conditional formatting and multiple levels of summarization. Financial Statements typically fall under this category. *Est 32 hours*

- **Complete Work Request Form** – Details change requested
- **Discovery Call(s)**
- **Task Specification(s)**

Development Scope Requirements and Notes:

- Customer will have 30 days upon delivery to test and validate functionality unless otherwise stated. Upon the 30 day delivery date the task will be considered complete and any additional requests for engagement will be handled under a new task and will be scheduled based on next availability of the Superior resource.

Consultant Services Scope

<p>Consulting/Training</p>	<p>Consulting/Training is a combination of consultative efforts guiding and advising of best practice set up and configuration based on how the system is used, while enhancing the core teams’ knowledge on current functions and features as well as the differences between the current live version and the ONESolution version.</p> <p>Consulting/Training consists of:</p> <ul style="list-style-type: none"> ○ Navigation/Desktop Overviews ○ Module and Functional Overviews ○ Training on the New Security Model ○ Training on new Features/Changes ○ Tools Analysis ○ Go Live Preparation and Testing Support ○ Go Live and Post Go Live Support 	<ul style="list-style-type: none"> • Attend Training • Complete Homework (if applicable) • Review and Sign Trip/Distance Learning Log • Review Milestone Tracking • Training and End User Guides 	<ul style="list-style-type: none"> • Agendas – One week prior to scheduled session. • Trip/Distance Learning Log – Within one week of session. • Milestone Tracking
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Consulting/Training Scope Requirements and Notes:

- This project takes a train the trainer approach. Superior will train the Customer core users and the core users will train end users (if applicable) prior to cutting over and going live. This includes creating Customer specific manuals if necessary. If Customer requests End User Training Services, additional hours will be required and will be added to the Agreement by mutual written agreement at Superior’s prevailing rates.
- Customer is responsible for testing all aspects of ONESolution. This includes but is not limited to the following:
 - All business processes including payroll
 - Reports and Workflow

- Security
- Interfaces

Project Management Services Scope

<p>Project Management</p>	<p>Superion will provide a Project Manager (PM). Throughout the project, the PM will keep the project organized from the Superion perspective, on schedule and on budget. A series of project tools are provided to assist your organization’s Project Manager in leading the project effort as well. It is estimated the Superion PM will work an average of 6 days a month with the Customer</p>	<ul style="list-style-type: none"> ● Review and Sign Charter ● Attend Project Kickoff ● Provide Organization Schedule Timely for SG PM to complete Project Plan ● Participate in Weekly Call with SG PM ● Test and Validate the System Timely to Provide Feedback in Weekly Calls ● Complete Go Live Checklist 	<ul style="list-style-type: none"> ● Project Charter ● Project Kickoff ● Project Plan ● Open Items Log ● Weekly Status Call with Agenda ● Monthly Stakeholder Report ● Go Live Checklist ● Coordinate and schedule Superion consultants
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Project Management Scope Requirements and Notes:

- Both Superion and Customer will assign Project Manager’s with the requisite skills and leadership authority within the organization to effectively accomplish the goals and complete the scope of the services in this SOW. Superion has allocated hours to cover a 12-month project. The Superion Project Manager is expected to work with the Customer on average 13 hours per month remotely. If the project runs over the allotted PM hours the Customer may contract for additional hours.
- Customer will participate in weekly project team calls with Superion’s Project Manager.
- Customer is responsible for completing the Go-Live Checklist no less than 30 days before go live to ensure full testing has occurred and the customer organization is ready for go live.

Project Governance and Requirements

Customer

Project Sponsor

The project sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. The project sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities. The project sponsor will empower the steering committee to make critical business decisions for the organization.

Executive Committee

The Executive Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Committee oversees the project team and the project as a whole. Through participation in regular meetings the Executive Committee will remain updated on all project progress, project decisions, and achievement of project milestones. The Executive Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department directors in the organization. The Executive Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues.

- Provide staff and facilities to the implementation effort as described herein.
- Make final decisions on policy changes as necessary.
- Communicate to governing body as necessary.
- Final escalation point for project issues.
- Meet bi-weekly or more frequently as needed to review progress.
- Approve material changes in the project plan.
- Advise Project Managers on resolution of project issues.
- Immediately resolve any delay in decision-making that could affect the project timeline.

Project Manager

The customer project manager will coordinate project team members, subject matter experts, and the overall implementation schedule. The Project

Manager will be responsible for reporting to the Executive Committee and providing the majority of the organizations change management communications and coaching. The Project Manager will also be the primary point of contact for the project and will coordinate all activities with the Superior Project Manager.

- Fulfill Go Live dates established in the project plan.
- Monitor and report overall implementation progress (duties of both the Customer and Superior).
- Monitor and report progress on the Customer's responsibilities.
- Immediately notify Superior Project Manager and Executive Committee of any issue that could delay the project
- Supervise the Customer Project Team.
- Fulfill all the Customer project deliverables.
- Provide availability to the infrastructure and facilities as per the project schedule.
- Provide Staff according to the project plan.
- Ensure change management, training and communication are effective (and adjusted accordingly if goals are not met).
- Coordinate, direct, and define pre-Go Live testing by the staff.
- Review and approve staffing changes.
- Foster a learning environment.

Project Functional Team Leads

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

- Team Leads should include individuals from all major functional areas.
- Coordinate with the project manager in communications and issue resolution.
- Make recommendations to the Project Manager concerning any policy or implementation issues.
- Participate in pre-Go Live testing.
- Assist Superior with configuration of ONESolution.
- Assist with the resolution of issues.
- Identify end users to attend training. Create end-user training documentation. Deliver End-User Training Classes.
- Provide support to the user community in the post production timeframe.
- Define specifications for Development of Interfaces, Workflow, Reports, Forms, and Conversions as necessary.
- Test Interfaces, Workflow, Reports, Forms, Conversions and software functionality as necessary.
- Validate Data.
- Set up security profiles.

Superion

Project Manager

- The Superion Project Manager will:
- Manage and monitor go live dates.
- Support Customer Project Manager in monitoring and reporting overall implementation progress.
- Immediately notify Customer Project Manager and Project Sponsor of any issue that could delay the project.
- Fulfill all Superion project deliverables outlined in the SOW.
- Ensure a completed software installation as per the project schedule.
- Provide Superion Staff according to the project plan.
- Facilitate coordination between all Superion departments.
- Monitor the work plan and schedule and make course corrections as necessary.
- Serve as the point person for all project issues (First escalation point).
- Prepare weekly status along with weekly project call.
- Provide issue resolution status, tracking, and procedures.

Functional Leads (Consultants, Developers, and Technical resources)

- Work with Customer SMEs to design and configure the functional components of the ONESolution system for optimal long-term use.
- Participate in ONESolution software configuration with assistance from the Customer's Functional Leads.
- Check that Software operates after configuration as per its documentation.
- Assist with the resolution of issues.
- Trains the Customer core group during the configuration of software.
- Provide agenda and trip/distance learning reports for each session.

Escalation Procedures

The Customer and Superion should anticipate challenging issues to arise throughout the implementation process due to the complexity of this project. In order for challenging issues to be remedied in a timely fashion, the Customer and Superion will utilize the following Escalation Procedure:

All communication regarding the project should be directed to Superion and the Customer's Project Managers in order to maintain consistent communication between the parties. Scheduled weekly meetings will be maintained between the Superion Project Manager and the County's Project Team (including the County's Project Manager).

All issues or concerns will be discussed actively and openly between Superion's Project Manager and the County's Project Manager. If issues begin to

interfere with the progression of the implementation project, the Customer and/or Superior Project Managers should escalate challenges to Superior and the Customer management in the sequence below, as needed:

Michele Leaf – Manager, Professional Services	530.879.5126	michele.leaf@Superionps.com
Paul Tovey – Director, Professional Services for Public Administration	530.879.5139	paul.tovey@Superionps.com
Tom Amburgey – VP, Public Administration	407.304.3022	tom.amburgey@Superionps.com

Appendix 1

CAFR Constructor

Superion will assist the Customer in producing the following schedules. Superion consultants will assist with the development of 2-3 mutually agreed upon sections of the Customer’s CAFR during the training as proof of concept. The Customer will then be responsible for generating the remaining sections of the CAFR with Superion providing technical support. Superion will train the Customer’s staff on adding the narrative sections and the Customer is wholly responsible for the content of the narrative sections.

Content and Services by Section:

1. Cover page, table of contents and general layout
 - a. Superion (SPS) will provide training for:
 - i. Generating the table of contents
 - ii. Applying general formatting in the document
2. Introductory section
 - a. SPS will provide training for:
 - i. Setting up and maintaining items within this section
3. Report of the independent auditor
 - a. SPS will provide training for:
 - i. Setting up and maintaining items within this section
4. Management’s discussion and analysis (MD&A)
 - a. Layout and content for the cover will be provided by the Customer, preferably in Microsoft Word or Adobe PDF format
 - b. SPS will provide training for:
 - i. Setting up and maintaining items within this section

- ii. NOTE: Much of the content in the MD&A relies heavily on information in other portions of the document; it is highly advised to complete the remainder of the document before completing the MD&A

5. Government-wide financial statements

- a. SPS will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
- b. SPS will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements
- c. The Customer will assist SPS in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements
- d. SPS, using the provided information, will produce the following statements:
 - i. Government-wide state of net position
 - ii. Government-wide statement of activities

6. Governmental fund financial statements

- a. SPS will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
- b. SPS will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements
- c. The Customer will assist SPS in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements
- d. SPS, using the provided information, will produce the following statements:
 - i. Balance sheet – governmental funds
 - ii. Statement of revenues, expenditures, and changes in fund balance governmental funds
 - iii. Statement of cash flows (may require additional Customer involvement)
 - iv. Statement of fiduciary net position
 - v. Statement of revenues, expenditures, and changes in fund balance – budget to actual – General Fund and major special revenue funds

7. Proprietary fund financial statements

- a. SPS will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
- b. SPS will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements
- c. The Customer will assist SPS in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements
- d. SPS, using the provided information, will produce the following statements:
 - i. Statement of fund net position/ balance sheet – proprietary funds.
 - ii. Statement of revenues, expenditures, and changes in fund balance/ equity – proprietary funds.
 - iii. Statement of cash flows – proprietary funds.

8. Fiduciary fund financial statements

- a. SPS will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
 - b. SPS will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements
 - c. The Customer will assist SPS in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements
 - d. SPS, using the provided information, will produce the following statements:
 - i. Statement of fiduciary net position
 - ii. Statement of changes in fiduciary net position
9. Notes to the Financial statements
- a. SPS will provide training and assistance to complete up to 2 notes. The Customer will be responsible for adding any additional notes.
10. Summary of significant accounting policies (SSAP)
11. Note disclosure (other than the SSAP and pension-related disclosures)
12. Pension and other postemployment benefit related note disclosures
13. Required supplementary information (RSI)
14. Combining and individual fund information and other supplementary information
15. Statistical section
16. Other considerations

Assumptions:

- a) Layout and content will be provided by the Customer for all sections
- b) CAFR creation requires data sources to be pulled into CDM through use of Cognos BI, Click Drag, and Drill (CDD), or ODBC connections. Superior will make recommendations as to how to best extract data into CDM and the Customer is responsible for doing the data extraction and creating the data sources to produce the CAFR.
- c) Superior is responsible for training the Customer on the tools necessary to product the CAFR.
- d) Customer is responsible for producing the data and creating the narrative component for their CAFR.
- e) Customer is responsible for validating both the data and narrative components of the CAFR. Superior will support the Customer in this effort.

Cognos Disclosure Management Configuration and Training

The following training is outlined for Cognos Disclosure Management project.

- Training will be provided onsite or remote based on your organization's needs. Travel is not included in the agreement.
- The timing and order for the training will be agreed upon by Superior and your organization and outlined in the project plan.

- Superior consultants will assist with the development of 2-3 mutually agreed upon sections of the Client CAFR during the training as a proof of concept. Client will then be responsible for generating the remaining sections of the CAFR with Superior providing technical support.
- Superior will train Client staff on adding the narrative sections and the Client is wholly responsible for the content of the narrative sections.
- The following CDM specific training is included

Description	Hours
General Ledger review and configuration	32
Cognos Disclosure Management Administrative Training	32
Cognos Disclosure Management Development Training	32
Integrating Data Sources	32
Total	128

- As part of the implementation, Superior will analyze your current general ledger configuration and recommend changes to streamline and automate the creation of your CAFR. Your organization will be responsible for completing the recommended configuration before creation of your CAFR can begin.
- The Administrative Training includes all of the CDM ‘management’ responsibilities including User configuration, Security Groups, Application permissions settings, Report permissions settings, configuration file changes (if and as needed), creating Data Sources and queries against them, creating default workflows for reports, setting up report groups, and creating reports for user to work with.
- Development Training is the ‘How do I work with reports?’ area. This involves creating sections, adding report objects, working with CDM variables in narrative sections, creating Excel documents to retrieve data using data source queries, creating data variables, variable ranges etc. linking data to report objects, working with object properties, global report objects, etc.

Requirements and Notes:

- a) Superior’s role is to train customer staff on the technical components of using CDM to create the CAFR. Client staff are responsible for the actual creation of the CAFR.
- b) Customer CDM users attending training should have intermediate to advanced Excel skills if they intend to be a CAFR developer.
- c) Customer attendee’s must have subject matter expertise on Client COA and understand the structure including background parts.
- d) Customer attendee’s must have knowledge of General Ledger Chart of Accounts (COA) and reporting.
- e) Customer attendee’s must have subject matter expertise on the CAFR requirements and the data sources which make up the individual components.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ordinance No. 791 – Adoption of Fire Impact Mitigation Fees
DEPARTMENT:	Shoreline Fire Department in Coordination with the City Manager's Office and City Attorney's Office
PRESENTED BY:	Matt Cowan, Fire Chief, Shoreline Fire Department
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Chapter 82.02 RCW gives a city planning under the Growth Management Act, chapter 36.70A RCW, the authority to adopt impact fees so that new growth and development will pay a proportionate share of the costs of new public facilities needed to serve new growth and development within the City. Fire protection facilities are one type of public facility that an impact fee may be utilized to fund.

The Shoreline Fire Department is a fire protection district organized pursuant to Title 52 RCW. Chapter 82.02 RCW does not give the Fire Department the authority to directly impose fire impact fees. The Fire Department has completed a Capital Facilities & Equipment Plan and a Mitigation and Level of Service Policy to document the impacts of new development on fire protection facilities and the methodology for establishing impact fees. The Fire Department's Board of Commissioners accepted these documents in July 2017. Since that time, modifications to the documents have been made and, therefore, draft documents are provided as Attachment A and Attachment B to this staff report.

Since the Fire Department does not have authority to directly impose fire impact fees, the Fire Department has requested that the City adopt a fire impact fee to mitigate the impacts new development has on their ability to provide services. The Fire Department requests that the fire impact fee become effective January 1, 2018.

Proposed Ordinance No. 791 provides for this fire impact fee. Tonight, Council is scheduled to discuss this proposed ordinance with the Shoreline Fire Department's Fire Chief. City staff will also be presented to assist in this discussion. Proposed Ordinance No. 791 is currently scheduled for Council adoption on November 20, 2017.

CITY RESOURCE/FINANCIAL IMPACT:

The implementation of a fire impact fee will not require significant resources from the City of Shoreline. There would likely be a very slight increase in time needed to process a permit application and for staff to administer the necessary accounting functions to

manage the transfer of funds. However, there would be some revenue generated by the program based on an administrative fee charged by the City against an applicant.

RECOMMENDATION

No action is required at this time. This item is for City Council discussion with the Shoreline Fire Department presenting information to support its request. Proposed Ordinance No. 791 is anticipated to be presented to the City Council for adoption on November 20, 2017.

Approved By: City Manager _____ City Attorney JA-T

BACKGROUND

Chapter 82.02 RCW gives a city that plans under the Growth Management Act, chapter 36.70A RCW, the authority to adopt impact fees so that new growth and development will pay a proportionate share of the costs of new public facilities needed to serve new growth and development within the City. Fire protection facilities are one type of public facility that an impact fee may be utilized to fund.

The Shoreline Fire Department is a fire protection district organized pursuant to Title 52 RCW. Chapter 82.02 RCW does not give the Fire Department the authority to directly impose fire impact fees. Since the Fire Department does not have authority to directly impose fire impact fees, the Fire Department has requested that the City adopt a fire impact fee to mitigate the impacts new development has on their ability to provide services. The Fire Department requests that the fire impact fee become effective January 1, 2018.

DISCUSSION

The first step to implementing the fire impact fee is the preparation of a capital facilities plan by the Fire Department. The Fire Department, with the assistance of Deployment Dynamics Groups LLC, has prepared its Capital Facilities & Equipment Plan (“CEFP” - Attachment A) and a Mitigation and Level of Service Policy (“LOS Policy” - Attachment B) to document needed capital improvements and the impacts of new development on fire protection facilities along with the methodology for establishing impact fees. The Fire Department’s Board of Commissioners accepted these documents in July 2017. Implementation of the fire impact fee requires, at a minimum, the incorporation of the Fire Department’s CFEP into the City’s Comprehensive Plan Capital Facilities Element. The incorporation of the July 2017 CFEP was included in the 2017 Docket for Comprehensive Plan Amendments, has been presented to the Planning Commission, and, along with the Fire Department’s LOS Policy, was discussed with the City Council on October 23, 2017 as part of Proposed Ordinance No. 802 which will adopt the 2017 Docket. The staff report for the October 23 Council meeting can be reviewed here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport102317-8b.pdf>.

Since that time, based on further review by the Fire Department in conjunction with the City and the City’s consultant, modifications to the documents have been made and, therefore, the update drafts of these documents are provided in Attachment A and Attachment B to this staff report and will also be included in the upcoming comprehensive plan docket packet.

The second step in implementing the fire impact fee requested by the Fire Department is the adoption of regulations to administer the program. Proposed Ordinance No. 791 (Attachment C) will establish a new chapter, SMC 3.75, within SMC Title 3 Revenue and Finance (Attachment C, Exhibit 1) and will add a new section to SMC 3.01 Fee Schedules (Attachment C, Exhibit 2). These regulations are patterned off of the City’s current transportation and park impact fee regulations so that there is uniformity for staff in processing applications. However, the regulations are customized to reflect the fact that it is the Fire Department, not the City, which is ultimately responsible for complying

with the impact fee statute, RCW 82.02, and any specific requirements applicable to fire protection facilities set forth in the statute (sprinkler credit).

The final step in implementing the fire impact fee is the execution of an Interlocal Agreement pursuant to RCW 39.34 that will establish the terms, conditions, and responsibilities between the City and the Fire Department in relationship to the administration of the fire impact fee program. The Interlocal Agreement must be in place prior to the City collecting any fees on behalf of the Fire Department. The Interlocal Agreement will come before the Council later this year for its authorization. This is currently scheduled for Council adoption on November 20, 2017.

City Staff and the Fire Department have met to review the Fire Department's CEFP and LOS Policy. The City retained Community Attributes (CAI), the same consultant utilized by the City for its recently adopted park impact fee, to perform a due diligence review of the Fire Department's documents. CAI has experience with fire impact fees as it recently assisted the City of Bothell in developing its fire impact fee which was adopted in 2016. The result of this meeting were changes to both the CEFP and the LOS Policy, specifically the methodology for calculating the impact fees. In conjunction with Bothell's review, CAI prepared a fire impact fee comparison chart which is contained in Attachment D. This comparison chart has been updated to include the proposed Shoreline Fire Department fire impact fees.

To support its request of the Council, the Shoreline Fire Department has provided the following information:

The primary responsibility of the Fire Department is the delivery of fire and rescue services. The delivery of these services ideally originates from properly staffed and equipped fire stations located throughout the City. To provide effective service, firefighters must respond in a minimal amount of time after the incident has been reported and with sufficient resources to initiate meaningful fire, rescue, or emergency medical services.

It is the policy of the Fire Department to participate in the orderly growth of the City and to maintain concurrency of fire and life safety services (collectively, "fire services") as the community grows. Concurrency describes the ideal that the fire services capacity of the Fire Department shall grow with or stay concurrent with the impacts of development occurring within the City of Shoreline. This is the first time that the Fire Department has requested the City to implement a fire impact fee so as to maintain fire service concurrency within the Fire Department's emergency response area.

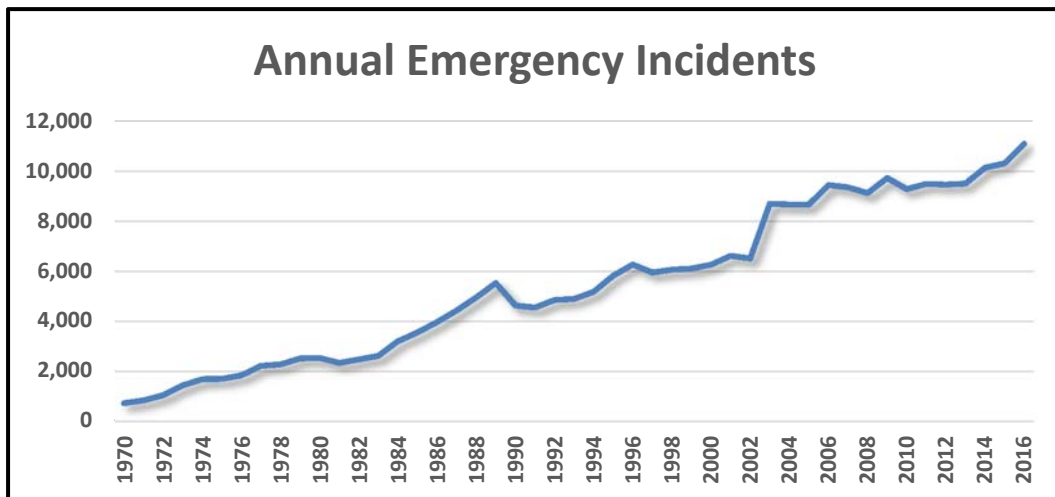
As the City Council knows, the City is already experiencing growth as the City emerges from the recession, which is expected to increase significantly in the near future. Generally, the entire King County region is seeing rapid development, but in Shoreline this will be augmented by the two light rail stations to be constructed over the next four years. As a result it is expected that there will be aggressive redevelopment that will result in higher density commercial and multi-family residential

development, which will include larger and taller structures that integrate mixed uses. These types of developments will require additional resources and specialized equipment for the delivery of adequate fire and rescue services.

The Fire Department is proposing the establishment of a fire impact fee due to the significant and forecasted growth in the City. Accompanying this growth will be an increased need for emergency services and capital infrastructure. The impacts of area growth over the past 27 years has significantly affected the Fire Department's ability to deliver services. The service area population in 1990 was approximately 49,287 generating just over 4,637 emergency incidents. However, while the population of the City of Shoreline was fairly stable until about 2010, growth started to increase to nearly one percent annually in 2015 and 2016, with an estimated population in 2016 of 54,990. While growth in 2017 was only 0.12%, the growth rate is expected to increase to a range of 1.5 to 2.5 percent in focused growth areas with over 5,000 additional housing units over the next 20 years. This equates to an increase of 13,920 additional population at a rate of 2.4 people per household, bringing the total to an estimated 67,525 by 2035. Of course this could be dramatically influenced by regional demand and other factors.

In 2016, the service area population has increased to 53,605 with 9,290 emergency incidents. This equates to a population increase of 7.5%, while incidents have increased by over 100% since 1990. An estimated 20% of this increase can be attributed to the expansion of the medic program service area, but that is still a significant increase in the need for emergency services.

The following graph shows the increases in emergency incident call volumes since 1970:



The rate of annual increase in incidents, if averaged annually over the past 46 years is just over 6.5%. However, due to forecasted population growth, the City will likely see even higher call volume increases in the near future. Community growth and call volume increases generate the need for additional capital resources to support the greater demand for service. Current capital facilities are not capable of supporting adopted levels of service across the Fire Department's service area.

To develop the fire impact fee, the Fire Department prepared a CFEP (Attachment A) that focuses on achieving the "benchmark" goals of the CEFP by utilizing a "concurrency" philosophy to service delivery; meaning fire and emergency service capacity must grow concurrently with development. To determine future resource needs, the Fire Department utilized the 20 year growth predictions found in the City of Shoreline Comprehensive Plan, King County Comprehensive Plan, and the Fire Department Station Location Analysis conducted in 2016. For purposes of the CEFP, capital improvements are defined as real estate, structures, or collective equipment purchases with an anticipated cost of over \$20,000 and an expected useful life of at least five years. To support the fee, the Fire Department also prepared a Mitigation and Level of Service Policy (Attachment B) in order to provide a basis for impact and level of service contribution fees derived from the revenues needed to maintain the CEFP.

The assessment of impact fees on new developments will be an integral part of an overall solution to attain the necessary revenues for the CEFP, but it is not the sole source of funding. Impact fees are targeted for approximately 35% of the total Fire Department revenues, with the remaining funds obtained from bonds, operating revenue transfers, and the sale of existing property.

Full funding of the capital plan depends on maintenance of the Fire Department annual levy, fire benefit charge, use of existing bond capacity, impact and level of service fees, and additional capital bond measures of \$5 million in 2018 and \$10.65 million in 2028.

Impact and level of service fees to be assessed on new development have been estimated depending on the level of risk. These fee amounts and the types of land use and structures that the fees apply to are shown in two tables in Attachment E. These tables can also be found in Appendix A to the Mitigation and Level of Service Policy (Attachment B).

All fire impact fees are designed to raise approximately 80% of the \$21.4 million of the \$41.2 million attributable to new growth required to fund the 20-year plan. The following chart shows the calculation of new ground needs:

20 Year Capital Needs From New Development																					
Costs in thousands based on 2017 dollars																					
Expense	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Station Construction	\$4,824	\$3,833	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$5,753	\$2,577	\$688	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,713
Preserv & Fixtures	\$14	\$1	\$1	\$1	\$1	\$1	\$1	\$4	\$3	\$1	\$8	\$0	\$0	\$1	\$0	\$8	\$0	\$0	\$0	\$0	\$48
Equip	\$246	\$16	\$36	\$2	\$16	\$26	\$10	\$25	\$42	\$2	\$22	\$42	\$27	\$2	\$0	\$204	\$24	\$28	\$69	\$6	\$1,011
Apparatus	\$8	\$28	\$8	\$38	\$8	\$8	\$38	\$20	\$25	\$0	\$7	\$204	\$0	\$777	\$128	\$20	\$7	\$0	\$266	\$8	\$3,578
Annual Total	\$4,174	\$1,341	\$88	\$83	\$117	\$87	\$200	\$102	\$453	\$55	\$788	\$1,823	\$686	\$782	\$1385	\$18	\$0	\$75	\$426	\$8	\$21,264
Notes on Adjustments to 20 Year Capital Needs																					
Station Construction	56% of new station 63 (increase in size over staffed station 63) including LTGO interest, and 100% of new station 62 (currently not staffed or functional station).																				
Preserv & Fixtures	36% of fixtures specific to expansion of facilities and staffing requirements such as Training AV, physical fitness equipment, and some appliances.																				
Equipment	33% of equipment needs due to resource expansion and staffing requirements.																				
Apparatus	A 30% decrease of life cycle for EMS vehicles, 17% decreased life cycle for suppression vehicles. Addition of staff car, aid car, fire engine, and ladder truck.																				

Attachment A, Table 17.

However, it should also be noted that the amount of the impact fees decreases as the Fire Department attains compliance with the level of service measures as identified in the LOS Policy. The following are the designed credits that apply to the assessed impact fees, including the statutory required 30% credit for single-family residential fire sprinklers:

Single Family Residential Fee Reduction Factors:*	
Historical data shows first in station response area meets LOS	= 15%
Historical data shows F-Box of development meets first in LOS	= 10%
First in station reliability data meets peak hour standard	= 15%
If fire flow is ≥ 1,500 GPM or spacing between structures is > 15 feet	= 15%
Historical data shows full first alarm reliability meets peak call volume standard	= 15%
Automatic sprinkler system installed (single-family only)	= 30%
Historical data shows full first alarm ERF meets LOS standard to F-Box	= 40%
Multi-Family and Commercial/Industrial Reduction Factors:	
Historical data shows first in station response area meets LOS	= 15%
Historical data shows F-Box of development meets first in LOS	= 10%
First in station reliability data meets peak hour standard	= 10%
Historical data shows full first alarm reliability meets peak call volume standard	= 15%
Historical data shows full first alarm ERF meets LOS standard to F-Box	= 50%

*Accumulated discounts for single-family cannot exceed the LOS contribution amount and cumulative discounts cannot be used as credits to be transferred.

Essentially, as the impact of a new development lessens due to a higher compliance rate with level of services concurrency, then the impact fees are either decreased or removed entirely. The Fire Department will be required to calculate these amounts prior to the City collecting fire impact fees from an applicant.

The typical opposition to a program such as this is if this will create a barrier to new development. If there are impact fees then the cost for a new development will increase. However, many fire departments, both municipal and fire districts, have implemented these programs and have

not reported any detrimental impacts. This data is relatively anecdotal because it would be very difficult to track whether a developer decided to not move forward with a project due to impact fees. Developers choose the location of their project due to the demand in that area and if it is attractive to the customers. Impact fees have little effect in that process unless there was a similar site without the fees, or other taxes, that would generate the same demand for the project. Furthermore, for a multi-family project a developer will compare an initial, one-time, capital cost versus the long-term, ongoing return on investment, which again is dependent on location.

The GMA, in RCW 36.70A.070(3)(e), contains a requirement to reassess the land use element of applicable Comprehensive Plans if probable funding falls short of meeting existing needs. This requirement applies to the City, not directly to the Fire Department. The City has responsibility for its Comprehensive Land Use Plan that apply to the Fire Department's response area. Currently all of the urban growth area within the Fire Department is contained within the corporate boundaries of the City of Shoreline. The Fire Department's policy is to annually assess probable funding for consistency with this Plan. When funding is likely to fall short, the Fire Department may make adjustments to; levels of service performance standards, timelines for implementation of the Plan, sources of revenue, mitigation measures, or a combination of the previous to achieve a balance between available revenue, needed capital facilities and adequate levels of service. In addition, Fire Department will provide annual updates to the City of Shoreline that address The Fire Department's ability to fund this Plan.

The Shoreline Fire Department is asking for support of this program to help fund needed capital infrastructure to maintain an expected and adopted level of service. The funds generated from the fire impact fee will be part of a financial package to fund the necessary capital projects. These fees will be consistent with the needs of the Fire Department and will decrease or be eliminated as the impact of new development lessens. This program also addresses the numerous concerns that the Fire Department has received from citizens regarding how the Department is going to mitigate current and future growth.

CITY RESOURCE/FINANCIAL IMPACT

The implementation of a fire impact fee will not require significant resources from the City of Shoreline. There would likely be a very slight increase in time needed to process a permit application and for staff to administer the necessary accounting functions to manage the transfer of funds. However, there would be some revenue generated by the program based on an administrative fee charged by the City against an applicant.

RECOMMENDATION

No action is required at this time. This item is for City Council discussion with the Shoreline Fire Department presenting information to support its request. Proposed Ordinance No. 791 is anticipated to be presented to the City Council for adoption on November 20, 2017.

ATTACHMENTS

Attachment A – Shoreline Fire Dept. Capital Facilities & Equipment Plan 2018-3027

Attachment B – Shoreline Fire Dept. Mitigation and Level of Service Policy 2018

Attachment C – Proposed Ordinance No. 791

Exhibit 1 – SMC Chapter 3.75 Fire Impact Fee Program

Exhibit 2 – SMC 3.01.017 Fire Impact Fees

Attachment D – Fire Impact Fee Comparison Dec 2016

Attachment E – Level of Service Policy Formula Calculation Table and Land Use Types and Structures Table

2018 - 2037

Capital Improvement Plan



Shoreline Fire Department

Capital Facilities & Equipment Plan

DRAFT - PROPOSED ADOPTION NOVEMBER 2017

DRAFT

Shoreline Fire Department Capital Facilities & Equipment Plan

Prepared By:

**Fire Chief Matthew Cowan
Shoreline Fire Department
And
Larry Rabel
Deployment Dynamics Group LLC**

November 2017

This document reflects the need to prepare long-term capital project plans to appropriately identify future needs and the financial means to support those projects. The recession virtually eliminated any reserved capital funds and brings into sharp contrast the benefits of looking at the life cycles of all our needs and developing revenue sources for them. The likely solution is that not any one source will provided the funds necessary to sustain these projects, but rather that it will be a combination of sources. The original goal of this document was to establish a plan toward replacing the aged and dysfunctional Station 63 and then to look long-term at our needs of building a functional Station 62. This plan has been approved by the Board of Commissioners and will be evaluated on an annual basis. The following pages of this plan reflect a strategic, responsible, and cost conscious compromise reflective of current and future needs.

Table of Contents

1. Capital Facilities & Equipment Plan.....	1
1.1. Introduction & Purpose:	1
1.2. Background & Organizational Overview:.....	2
1.2.1. Yesterday	2
1.2.2. Today	3
Exhibit 1: Shoreline Fire Department Boundaries and Station Locations	4
1.2.3. Tomorrow’s Growth	4
Table 1: Future population of SFD.....	5
Exhibit 2: City of Shoreline Zoning Map	6
2. Inventory of Current Capital Assets.....	7
2.1. Fire Stations	7
Table 2: Existing Fire Station Descriptions	8
Exhibit 3: Map of Station Locations with Response Performance Rings for Stations 63, 64, and 65.....	9
Exhibit 4: Map of Station Locations with Call Concentrations for Stations 63, 64, and 65	10
2.2. Apparatus.....	10

Table 3: Apparatus Inventory.....	11
2.3. Equipment.....	11
Table 4: Existing Special Equipment Inventory	12
Table 5: Existing Operational Equipment.....	13
3. Needed Resources.....	14
3.1. Impacts of the Growth Management Act	14
Exhibit 5: Graph of Emergency Incident Call Volumes from 1970 to 2016.....	15
3.2. Indicators of Future Capital Facility Needs	16
3.2.1. Level of Service Measures.....	16
3.3. Shoreline Fire Department Levels of Service.....	19
Table 5: Turnout Time Performance Objectives	19
Table 6: Travel Time Performance Objectives	19
Table 7: Reliability Objective.....	19
3.4. Current Response Time Performance.....	20
Table 8: Drive Time Performance Comparison to Benchmark Standards 2015, 2015, and 2016	20
Table 9: Current Response Reliability 2014, 2015, and 2016	21
3.4.1. Conclusion of Need for Capital Resources.....	22
3.5. Capital Projects and Purchases	23

3.5.1.	Revenue Limitations Effect Build Out of Fire Stations	24
3.5.2.	Cost of New Fire Stations	24
	Exhibit 6: Map of Response Rings from New Stations 62 and 63, and Stations 64 and 65.....	24
3.5.3.	New Station 63.....	25
	Table 10: Cost of New Station 63	25
3.5.4.	New Station 62.....	26
	Exhibit 7: Map of Response Ring for Station.....	26
	Table 11: Cost of New Station 62	27
3.5.5.	Capital Improvement Necessary to Preserve Existing Assets, 2018 through 2037	27
	Table 12: Schedule of Capital Preservation and Fixture Replacement Projects, 2018-2037	28
3.5.6.	Cost of Firefighting Equipment Required, 2018 through 2037.....	29
	Table 13: Summary of Equipment Costs, 2018 – 2037	29
3.5.7.	Apparatus Replacement.....	29
	Table 14: Apparatus Replacement Summary.....	30
4.	20 Year Capital Cost Summary	31
	Table 15: 20 Year Cost of Capital Resources Needed to Preserve Level of Service, 2018 – 2037.....	32
5.	Capital Resource Costs, 2018 – 2037.....	33
	Table 16: Six (6) Year Capital Needs.....	33

6.	Financing Plan.....	33
	Table 17: 20 Year Capital Needs From New Developments.....	36
	Table 18: Six (6) Year Capital Needs From New Developments.....	35
	Table 19: 20 Year Cost/Funding Plan	36
6.1.	Financial Feasibility of Capital Facilities Plan	36
6.2.	GMA Policy.....	37
	Appendix A	38
	Exhibit 8: Facility Replacement Schedules and Costs in 2017 Dollars	38
	Appendix B	40
	Exhibit 9: Apparatus Replacement Schedule	40
	Appendix C	43
	Exhibit 10: 20 Year Equipment Costs & Replacement Schedule.....	43

1. Capital Facilities & Equipment Plan

1.1. Introduction & Purpose:

The purpose of this document is to identify the capital resources necessary for the Shoreline Fire Department (SFD), to appropriately address current and future service delivery model needs for our urban community. SFD's intent is to sustain adequate levels of service consistent with their adopted service standards and the Land Use elements of the Shoreline Comprehensive Plan. The goal of this plan is to forecast the next 20 years of capital facilities needs and establish an achievable six year funding plan that incrementally provides the resources necessary to maintain adequate service delivery prior to or concurrently with the impacts of development.

The Capital Facilities Plan for Shoreline Fire Department contains all elements required by Washington Law to comply with the Washington State Growth Management Act (GMA) as set forth in RCW 36.70A.070(3):

“(3) A capital facilities plan element consisting of: (a) An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities; (b) a forecast of the future needs for such capital facilities; (c) the proposed locations and capacities of expanded or new capital facilities; (d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.”

The underlying premise of this document is that as the community continues to grow, additional resources will be required to adequately meet the growing demand for services. It is assumed that a direct relationship exists between population and demand for services which directly links to a need for resources. This plan focuses on achieving the “Benchmark” goals of Shoreline Fire Department's 20 year planning documents by utilizing a “concurrency” philosophy to service delivery; meaning fire and emergency service capacity must grow concurrently with development. To determine future resource needs, this document utilizes the 20 year growth predictions found in the City of Shoreline, King County Comprehensive Plans, and the SFD Station Location Analysis conducted in 2016. For purposes of this plan, capital improvements are defined as real estate, structures or collective equipment purchases with an anticipated cost of over \$20,000 and an expected useful life of at least five years.

1.2. Background & Organizational Overview:

1.2.1. Yesterday

Shoreline boasts a unique history and character derived from original settlements dating back to the late 1800s. The quality that drew early settlers to the area remains dominant to this day: location. The City of Shoreline offers classic Puget Sound beauty with the convenience of easy access to areas such as the City of Seattle.

As railroad fever gripped the Northwest in the 1880s, speculators planned towns in anticipation of the transcontinental railroad route. Among these was Richmond Beach, platted in 1890. The arrival of the Great Northern Railroad in Richmond Beach in 1891 spurred the growth of the small town and increased the pace of development in the wooded uplands.

Construction of the Seattle-Everett Interurban line through Shoreline in 1906, and the paving of the North Trunk Road with bricks in 1913, made travel to and from Shoreline easier, which increased suburban growth. People could live on a large lot, raise much of their own food and still be able to take the Interurban, train or, beginning in 1914, the bus, to work or high school in Seattle.

During the early twentieth century, Shoreline attracted large developments drawn by its rural yet accessible location. Car travel had broadened the settlement pattern considerably by the mid-1920s. Although large tracts of land had been divided into smaller lots in the 1910s in anticipation of future development, houses were still scattered.

The Great Depression and World War II slowed the pace of housing development. During the Depression, many Shoreline families eked out a living on land they had purchased in better times. By the late 1930s, commercial development concentrated along Aurora which saw steadily increasing use as part of the region's primary north-south travel route - U.S. Highway 99. Traffic on 99 swelled, particularly after the closing of the Interurban in 1939.

The late 1940s saw large housing developments spring up seemingly overnight. Schools ran on double shifts as families with young children moved into the new homes. In the late 1940s, business leaders and residents began to see Shoreline as a unified region rather than scattered settlements concentrated at Interurban stops and railroad accesses.

In 1944, the name "Shoreline" was used for the first time to describe the school district. Coined by a student at the Lake City Elementary School, it defined a community which went from city line to county line and from the shore of Puget Sound to the shore of Lake Washington.¹

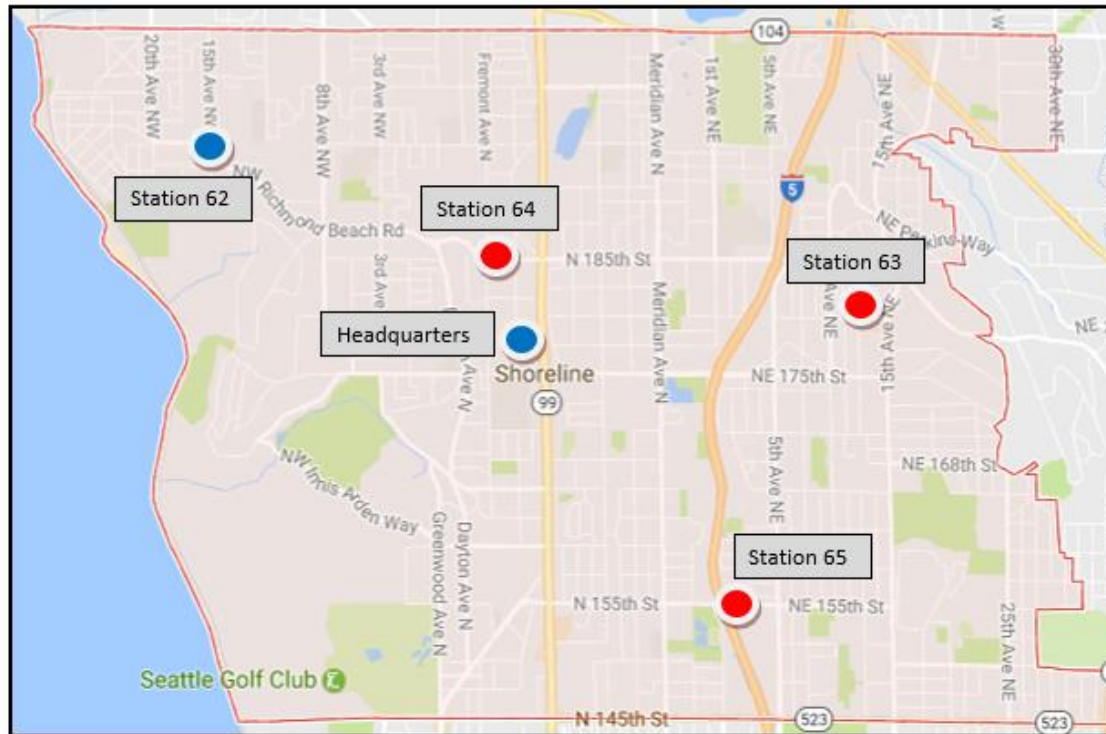
Originally formed as King County Fire District No. 4, Shoreline Fire Department has served the community since 1939. In 1995 Shoreline officially became a city being incorporated by King County and annexed into KCFD #4. The Department then changed its name officially to the Shoreline Fire Department in 1998.

1.2.2. Today

SFD is an independent special purpose district that provides fire and rescue services to the District's 13 square miles of predominantly urban areas. Services provided are delivered through a career type of fire service, meaning that only paid personnel are utilized to deliver services which include; fire protection, fire prevention and code enforcement, basic life support (BLS) emergency medical service (EMS), advanced life support (ALS) EMS in cooperation with King County EMS, public education in fire prevention and life safety, and technical rescue including high/low angle, confined space, and trench rescue. The urban boundary set in 1992 remains essentially the same in Shoreline. The current service area includes all of the City of Shoreline as well as the Town of Woodway and the Point Wells area, under service contracts. Furthermore, SFD provides ALS service to the Cities of Lake Forest Park, Kenmore, Bothell, and parts of Woodinville. Today with over 55,000 residents, Shoreline is Washington's 20th largest city.

¹ Information from City of Shoreline website <http://www.shorelinewa.gov/community/about-shoreline/shoreline-history>

Exhibit 1: Shoreline Fire Department Boundaries and Station Locations²



Red circles identify career station locations, blue circles represent other facilities.

1.2.3. Tomorrow's Growth

The City of Shoreline is already experiencing growth as the area emerges from the recession, which is expected to increase significantly in the near future. Generally, the entire King County region is seeing rapid development, but in Shoreline this will be augmented by the two light rail stations to be constructed over the next four years. As a result it is expected that there will be

² Internal SFD map

aggressive redevelopment of lower density properties to higher and better use. The result will be higher density commercial and multi-family residential development, which will include larger and taller structures that integrate mixed uses. These types of developments will require additional resources and specialized equipment for the delivery of adequate fire and rescue services. Due to the already built-out nature of Shoreline, the King County defined urban areas of today will likely remain much the same in the future, with growth occurring mainly within the city limits of Shoreline as described below.

1.2.3.1. City of Shoreline

The population of the City of Shoreline was fairly stable until about 2010 when growth started to increase at about one percent annually, with an estimated population in 2016 of 53,605.³ The growth rate is expected to increase to a range of 1.5 to 2.5 percent in focused growth areas with over 5,000 additional housing units over the next 20 years.⁴ This equates to an increase of 13,920 additional population at a rate of 2.4 people per household, bringing the total to an estimated 67,525 by 2035. Of course this could be dramatically influenced by regional demand and other factors.

Table 1: Future population of SFD

City of Shoreline	2010	2016	2035
Population	53,007 ³	53,605 ³	67,525
Population Growth Rate	flat (2000-2011)	1.14% (2011-2016)	1.5-2.5% (2016-2035)

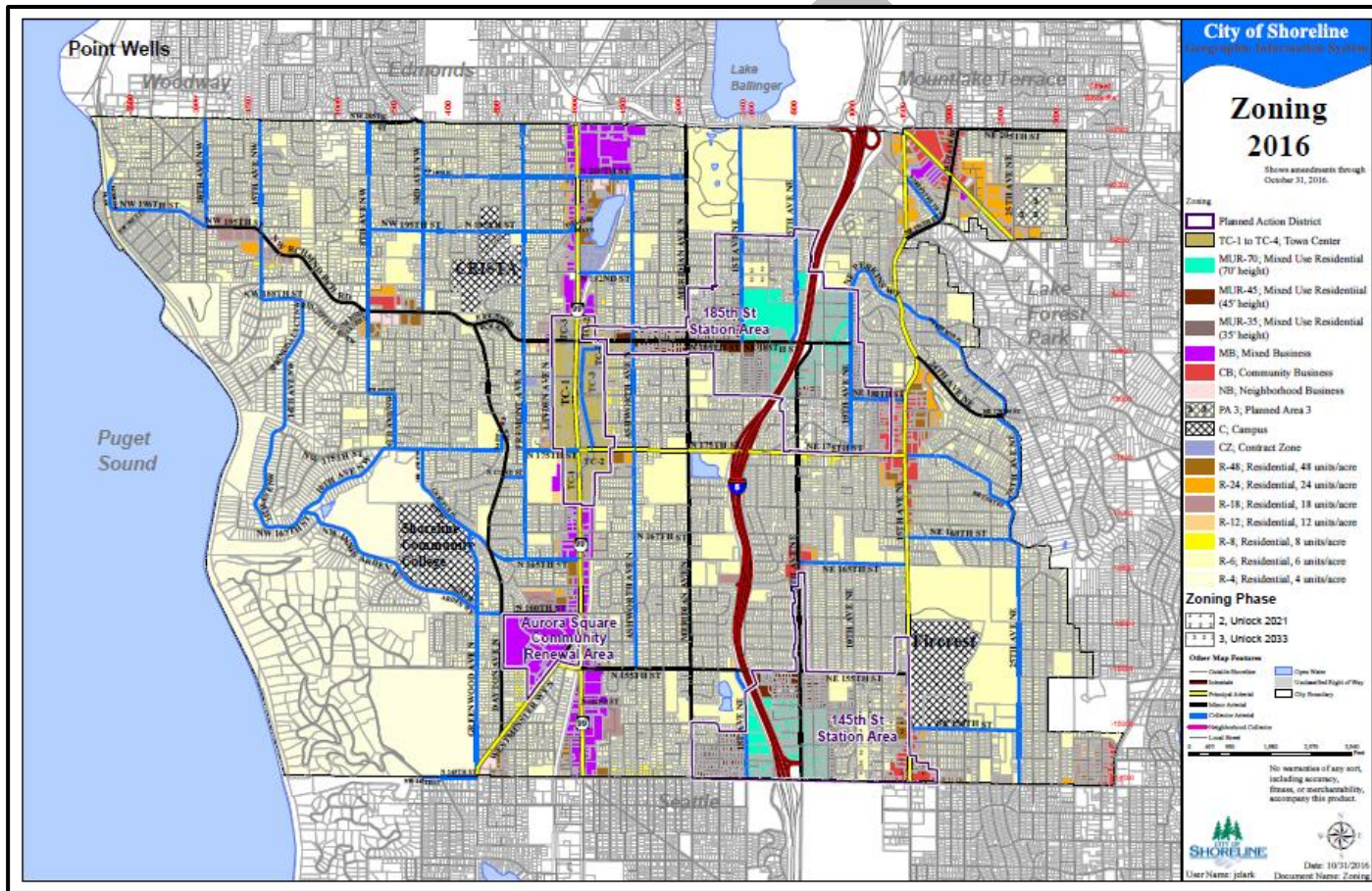
The following map shows the zoning classifications around the City including the light rail station subareas.

³ City of Shoreline Population Demographics <http://www.cityofshoreline.com/home/showdocument?id=9737>

⁴ City of Shoreline Sub-Area and FEIS <http://www.cityofshoreline.com/Home/ShowDocument?id=20061>

The following map shows the zoning classifications around the City, including the light rail station subareas:

Exhibit 2: City of Shoreline Zoning Map⁵



⁵ From City of Shoreline <https://s3.amazonaws.com/CityMaps/Zoning.pdf>

2. Inventory of Current Capital Assets

Capital resources for SFD consist of fire stations, fire apparatus (vehicles used for fire and rescue work), staff vehicles and the related equipment, tools, and associated personal protection equipment needed to safely and legally provide fire and rescue services. Current inventories of these resources are listed below.

2.1. Fire Stations

Emergency services are provided from three career fire stations located throughout the City of Shoreline, as identified in Table 2 and shown on the map in Exhibit 1. Two additional ALS units operate out of the neighboring Northshore and Bothell Fire Departments under regional service agreements. On average, the existing facilities in operation are nearly 34 years old, with Station 62 as the oldest at 69 years, and Headquarters as the newest at 16 years old.

DRAFT

Table 2: Existing Fire Station Descriptions

Facility	Location	Size	Built	Capacity	Condition	Dorm Rooms
Career Stations						
Station 63	1410 NE 180 th St	7,310	1970	3 Bays <i>No Drive Thru</i>	Fair	7
Station 64	719 N 185 th St	12,082	1999	3 Deep Bays <i>2 Drive Thru</i>	Good	8
Station 65	145 NE 155 th St	11,441	1999	3 Deep Bays <i>1 Drive Thru</i>	Good	7
Sub-total		30,833		9 Bays		22
Other Facilities						
Headquarters	17525 Aurora Ave N (Includes Fleet Bays)	20,370	2001	2 Deep Bays <i>2 Drive Thru</i>	Good	0
Station 62	1851 NW 195 th St (Future Career Station)	1,560	1948	2 Bays <i>No Drive Thru</i>	Poor	0
Sub-Total		21,930		4 Bays		0
Total		52,763		13 Bays		22

One critical factor in proper station location is ensuring an efficient response to all geographical areas of the Department, especially to areas of emergency incident concentrations. In the following two exhibits the response performance and incident concentrations are mapped with the City of Shoreline boundaries shown by a black line.

Exhibit 3: Map of Station Locations with Response Performance Rings for Stations 63, 64, and 65

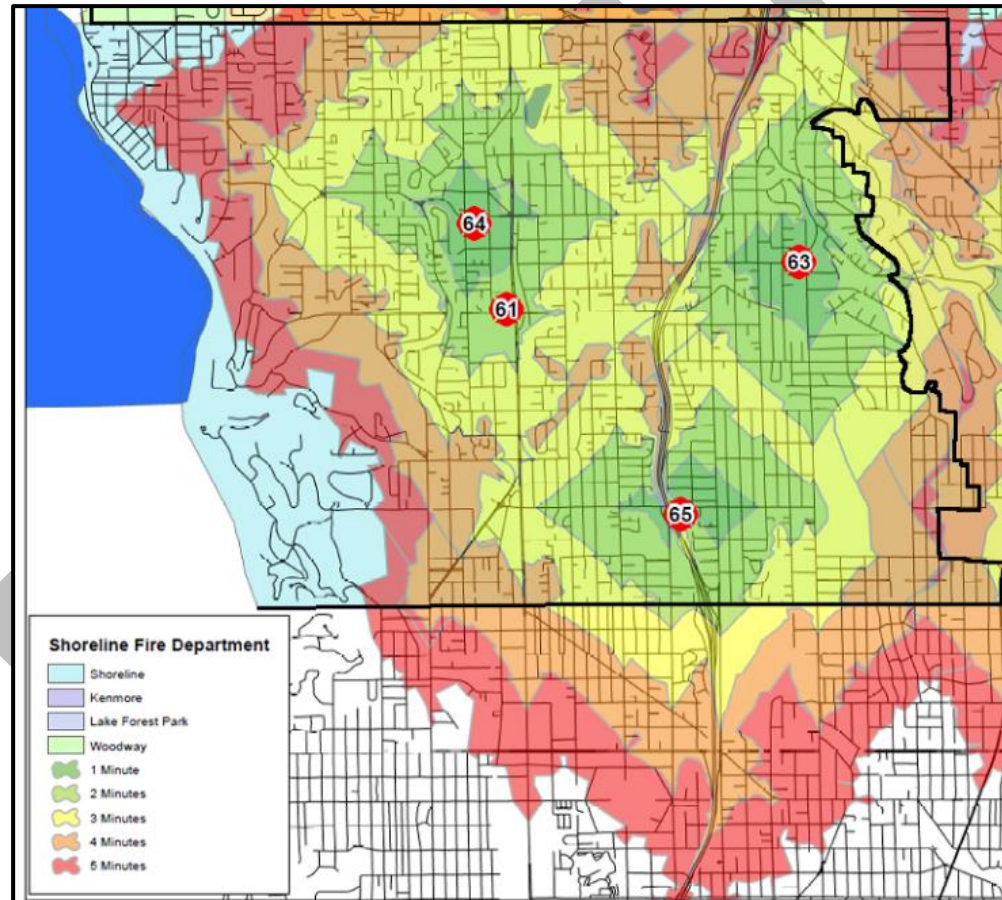
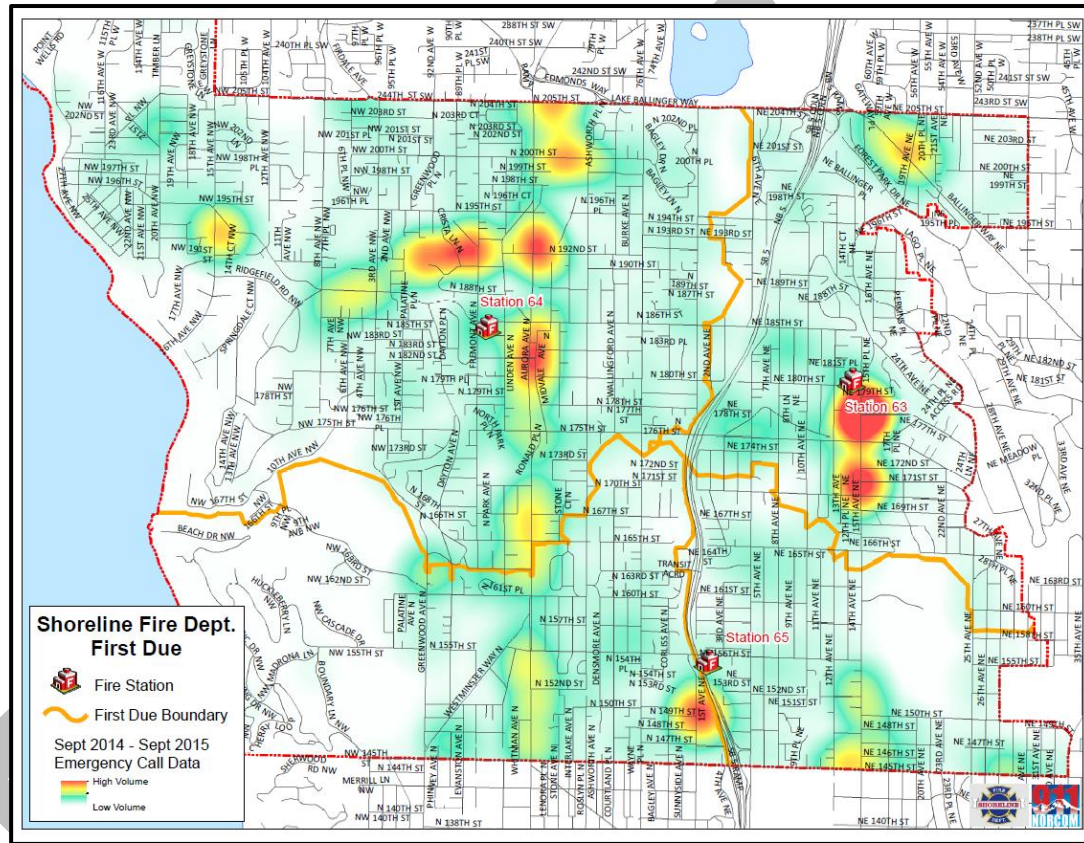


Exhibit 4: Map of Station Locations with Call Concentrations for Stations 63, 64, and 65



2.2. Apparatus

SFD’s current fleet of emergency response vehicles is well maintained, but our ability to replace front line suppression apparatus has been restricted financially. For example, the ladder truck is currently 23 years old and should have been replaced at 15 years. Fortunately,

the Department was successful in passing a capital bond in 2015 to address some of the capital needs, but it will not be enough for all critical needs and only addresses the current rotation of apparatus. For example, the bond includes replacement of two of the aid cars, which was just recently completed. Another aid car was recently replaced due to an accident. SFD has designed a life cycle replacement of all response apparatus for front line service; aid cars (seven years), fire engines (ten years), and the ladder truck (fifteen years). After front line service they are rotated to reserve status for the same length of years, except for the ladder truck that is declared surplus. In the future, if there is space available, keeping a reserve ladder truck will be considered. In all of these examples and discussions, the ALS units are not discussed because they are supported financially by the KCEMS levy and therefore have a different funding mechanism. Table 3 provides a detailed listing of existing front line and reserve response apparatus, not including ALS units, staff vehicles, etc., at different locations with current age in years.

Table 3: Apparatus Inventory

Station	Aid Car	Fire Engine	Truck	Rescue	Command	Other
Station 63	A63(2)	E63(9)				
Station 64	A64(2)	E64(9),E62(18)			B61(4)	
Station 65	A65(1)	E65(9)	L61(23)	R61(18)		
Headquarters	A61(10)	E61(18)			B62(13)	
Station 62						ATV62(1)
Total (Avg Age)	4 Aid(9)	5 Engines(13)	1 Truck(23)	1 Resc(18)	2 BC(9)	1 ATV(1)

2.3. Equipment

A significant portion of fire station costs lie in the fixtures and equipment in the structure, such as vehicle exhaust systems. Some of these fixtures are integral to the structural integrity and intrinsic to the facility, such as the roof covering. Contrary to a single family residence these facilities also require more fixtures than similar structures, such as four refrigerators instead of one. The fixtures and equipment listed in Table 4 are not all inclusive, but includes the higher priced items.

Table 4: Existing Special Equipment Inventory

Station Fixtures and Equipment Inventory	
Fixture or Equipment	Life Cycle
HVAC Systems	25 Years
Vehicle Exhaust Systems	25
Emergency Generators	25
Above Ground Fuel Tanks	30
Roof Coverings	25
Refrigerators	10
Cooking Ranges/Ovens	15
Clothes Washers/Dryers	7
Dishwashers	7
Water Heaters	10
Bunker Gear Extractor	15
Oil Separators	15
Vehicle Hoists	25
Apparatus Bay Doors	20
Floor Coverings	15
LCD Projectors	10
Televisions	10
Fitness Equipment	5

A full complement of equipment is necessary for the delivery of fire and rescue services. This equipment is carried on aid cars, fire engines, the ladder truck, other apparatus, or at the station, allowing firefighters to safely and effectively deliver services. Table 5 provides a listing of operational capital equipment maintained by SFD.

Table 5: Existing Operational Equipment

Operational Equipment	
Equipment	Life Cycle
Fire Hose	10 Years
Fire Hose Nozzles	15
Water Appliances	20
Rescue Tools	15
SCBA	15
SCBA Air Compressor	15
IT & Office Equipment	variable
Mobile Radios	15
Portable Radios	7
Personal Protective Gear	10
Patient Gurneys	15
Defibrillators	10
Thermal Imaging Cameras	10
Positive Pressure Fans	20
Special Operations Equipment	10

3. Needed Resources

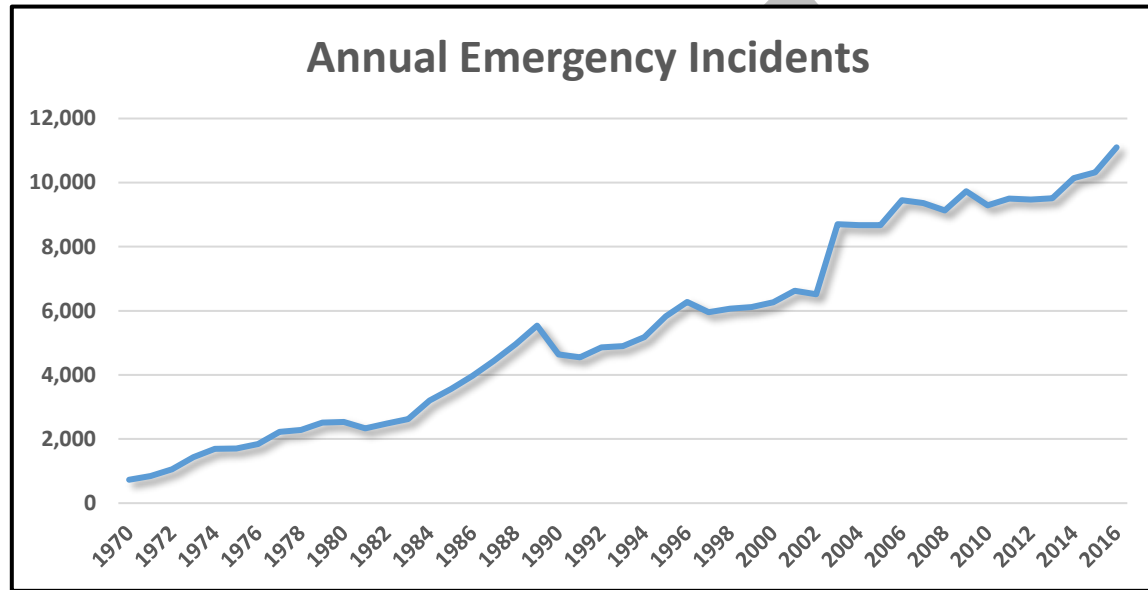
3.1. Impacts of the Growth Management Act

The Washington State Growth Management Act (GMA) was enacted to provide local oversight of community growth with the intent for local agencies such as counties, cities and towns, to monitor and mitigate the impacts of growth. Concurrency for transportation infrastructure is mandated by the Act and local agencies were given the authority to establish concurrency guidelines for other public needs such as water, sewer and fire services.

Fire districts such as SFD were originally created to provide rural fire protection. At the time the GMA was enacted in King County, more than 30 independent rural fire districts existed; all were independent municipal corporations without reporting requirements to the King County planners who were charged with developing Comprehensive Plans and implementing codes to comply with the GMA. As a result, fire officials for the most part were unaware of the looming impacts that the GMA (and its mandate to establish urban growth boundaries) would have on their ability to deliver services into the future.

The impacts of area growth spurred by the GMA over the past 27 years has significantly affected SFD's ability to deliver service. The service area population in 1990 was approximately 49,287 generating just over 4,637 emergency incidents. In 2016 the service area population has increased to 53,605 with 9,290 emergency incidents. This equates to a population increase of 7.5%, while incidents have increased by over 100%. An estimated 20% of this increase can be attributed to the expansion of the medic program service area, but that is still a significant increase in the need for emergency services. The following graph shows the increases in emergency incident call volumes since 1970:

Exhibit 5: Graph of Emergency Incident Call Volumes from 1970 to 2016



The rate of incidents, if averaged annually over the past 46 years is just over 6.5%. However, due to forecasted population growth the Shoreline area could also see even higher call volume increases in the near future.

Community growth and call volume increases generate the need for additional capital resources to support the greater demand for service. Current capital facilities are not capable of supporting adopted levels of service across the SFD service area.

3.2. Indicators of Future Capital Facility Needs

3.2.1. Level of Service Measures

3.2.1.1. Response Effectiveness

Response time is a critical component of any fire service system and is measured against two major benchmarks; time to brain death in a non-breathing patient and time to the occurrence of flashover⁶ in a structure fire.

Response effectiveness is defined as the ability for a fire department to assemble enough equipment and personnel to prevent brain death, and control the fire prior to flashover. Brain death begins to occur at 4 to 6 minutes⁷ in a non-breathing patient and flashover can occur anywhere from 3 to 20 minutes depending on the availability of oxygen and fuel in a fire. Most fire engineers and the National Fire Protection Association (NFPA) estimate flashover to occur most commonly between seven (7) to twelve (12) minutes.⁸

3.2.1.2. Level of Service Components and Measures

Washington State Law in Chapter 52.33 RCW requires career fire departments to adopt level of service standards and report performance of those standards annually. Time to the onset of brain death in a non-breathing patient and time to flashover in a structure fire are two required elements to be considered by the State when setting performance standards. The statute further recognizes the National Fire Protection Association (NFPA), the International Fire Chief's Association (IFCA) and International City/County Management Association (ICMA) for their work on establishing performance measures for fire and rescue services.

⁶ Flashover refers to the point in a structure fire when everything in a room has heated to its ignition point, which causes everything within the room to instantaneously burst into flames. Survival is no longer possible in a room that has flashed-over. Flashover is a significant killer of firefighters even with all of their protective gear.

⁷ The American Heart Association states; Brain death and permanent death start to occur in just four to six minutes after someone experiences cardiac arrest. Cardiac arrest is reversible in most victims if it's treated within a few minutes with an electric shock to the heart to restore a normal heartbeat. This process is called defibrillation. A victim's chances of survival are reduced by 7 to 10 percent with every minute that passes without CPR and defibrillation.

⁸ Source: Time Verses Products of Combustion, NFPA handbook, 19 Edition

Chapter 52.33 RCW requires reporting of “fractile” performance at the 90th percentile. In simple terms, this would be the response performance of the 90th emergency response out of 100 if the response data of these incidents were stacked in order of response time from fastest to slowest. Response time performance of the 90th incident in the stack would be the agency’s performance at the 90th fractile or percentile. To measure emergency response performance and identify system deficiencies, SFD has adopted response time standards based upon the concepts described in this section and performance is evaluated against the following four performance factors.

3.2.1.3. Turnout Time:

Turnout time refers to the elapsed time from when firefighters have received notification of an emergency until they are able to cease their current task, walk to the apparatus bay, don personal protective equipment, board the appropriate response vehicle, securely seatbelt themselves and begin driving away from their assigned fire station toward the dispatched emergency scene.

3.2.1.4. First Unit Travel Time:

First unit travel time refers to the drive time required for the first emergency response unit to travel from a fire station to the address of the emergency it was dispatched to. The fire industry often refers to first unit travel time as “Distribution Time,” which references the best practice of distributing fire stations and adequate resources across a fire department’s service area, so that all areas of the jurisdiction can be reached within the adopted time standard for the first unit to arrive on location of an emergency event. This time measure is sometimes referred to as the speed of attack or response.

The National Fire Protection Association establishes a four minute time standard for distribution or first unit travel time. This standard is to be performed 90% of the time in urban areas. The Center for Public Safety Excellence also establishes a first unit travel time of four minutes in urban areas to be performed 90% of the time.

3.2.1.5. Full First Alarm Travel Time:

Full first alarm travel time refers to the elapsed drive time required for the last of all emergency units dispatched to an emergency to arrive at the dispatched address. The fire industry often refers to full first alarm travel time as “Concentration Time,” which references the best practice of concentrating enough resources within distributed fire stations so that an adequate number of firefighting personnel and resources can arrive in time to stop the escalation of property and life loss. Concentration differs by response type, for instance a structure fire requires more resources than a response to a sudden cardiac arrest. Concentration of resources is often referred to as the force of attack or response.

The National Fire Protection Association establishes a standard for concentration or full first alarm travel time of eight minutes to be performed 90% of the time in urban areas. The Center for Public Safety Excellence also establishes a full first alarm travel time in urban areas at 8 minutes to be performed 90% of the time.

3.2.1.6. Resource Reliability:

Reliability refers to the probability that the required amount of resources will be available when a fire or other emergency call is received. If all response resources are available at their assigned station every time an emergency call is received, they would have a reliability of 100%. If a fire station's emergency response unit is assigned to an emergency response when a second request for emergency response is received in that fire station's service area, a substitute response unit from a fire station farther away will need to respond causing longer response times than if the original unit were able to respond. These simultaneous emergency calls are tracked to measure the effectiveness or reliability of fire station resources; as the number of emergencies in a given fire station's service area increases, the probability of that station's emergency response unit(s) being available decreases. A decrease in unit availability or "Reliability" leads to increased response times, therefore it is imperative that response units remain available or reliable at least as often as they are expected to perform their defined level of service. To achieve 90% performance, response units must be available to respond 90% of the time.

3.2.1.7. Levels of Service by Community Type:

Turnout time, first unit travel time, full first alarm travel time and reliability are then applied to categories of community densities. The fire service defines community types by urban, suburban and rural. SFD uses the following community type definitions of the Center for Public Safety Excellence:

3.2.1.7.1. Urban Service Area:

A geographically defined land area having a population density greater than 2,000 or more people per square mile.

3.2.1.7.2. Suburban Service Area:

A geographically defined land area having a population density of 1,000 to 2,000 people per square mile.

3.2.1.7.3. Rural Service Area:

A geographically defined land area defined as having a population density of less than 1,000 per square mile.

3.3. Shoreline Fire Department Levels of Service

By definition SFD is an urban community and has established benchmark performance measures following the guidelines established by the Center for Public Safety Excellence (CPSE) published in their Commission on Fire Accreditation International (CFAI) Self-Assessment Manual. Benchmark performance represents industry best practices capable of limiting the loss of life and property. Performance below these standards can make an agency ineligible for accreditation by the CFAI and may contribute to unnecessary property and life loss.

Table 5: Turnout Time Performance Objectives

Benchmark Turnout Time Objectives		
Performance Type	Urban	Performance Factor
Daytime to all alarm types	2 min, 00 sec	90% of the time
Nighttime to all alarm types	2 min, 30 sec	90% of the time

Table 6: Travel Time Performance Objectives

Benchmark Travel Time Objectives		
Performance Type	Urban	Performance Factor
First in - "Distribution"- Benchmark	4 min, 00 sec	90% of the time
Effective Response Force - "Concentration" - Benchmark	8 min, 00 sec	90% of the time

Table 7: Reliability Objective

Minimum Reliability Objectives	
Performance Type	Urban
Minimum Peak Hour Unit Reliability	90%

3.5. Current Response Time Performance

Analysis of SFD’s historical response data reveals sub-standard performance compared to benchmark expectations and are generally getting worse. Several factors contribute to this current sub-standard performance. First, performance cannot be met during peak hours where unit reliability is below the expected performance standard of 90%. Second, some areas of SFD simply cannot be reached within the adopted time standards because of the distance from a fire station and finally, some stations are within timely reach of substandard service areas but the lack of full time staffing on all apparatus at these stations impacts their unit reliability. Emergency response rates for the preceding three (3) years are identified in **Table 8, Drive Time Performance Comparison to Benchmark and Baseline Standards**. Historical performance is identified in a stop-light, (green, yellow, red) approach. Green indicates the standard was met, yellow indicates performance was within 10 seconds of the standard and red indicates performance was more than the standard. The information is separated into two tables. The first shows the drive time averages for the staffed apparatus and the second describes drive time averages by station. Data for this analysis was obtained from emergency response records of SFD.

Table 8: Drive Time Performance Comparison to Benchmark Standards 2014, 2015, and 2016⁹

Staff Dedicated Apparatus				
		2014	2015	2016
Unit	Urban	Drive Time	Drive Time	Drive Time
A64	4:00	3:50	4:06	4:01
E64	4:00	3:58	4:21	4:15
A65	4:00	4:11	4:16	4:11
E65/L61	4:00	4:21	4:22	4:35
E63/A63	4:00	3:59	4:03	4:24
<i>If Unit is over 4:00 minutes then considered Red, between 3:50 and 4:00 then Yellow, if less than 3:50 then Green.</i>				

⁹ Performance is displayed in a stop-light approach, red equals failure, yellow is above failure but within 10 seconds of failure, green signifies that the performance expectation is being met.

Station				
		2014	2015	2016
Station	Urban	Drive Time	Drive Time	Drive Time
63	4:00	3:59	4:03	4:24
64	4:00	3:53	4:11	4:05
65	4:00	4:16	4:19	4:21

If Station is over 4:00 minutes then considered Red, between 3:50 and 4:00 then Yellow, if less than 3:50 then Green.

The next three tables indicate the reliability of staffed apparatus for the preceding three years. These statistics identify the amount of time that a specific unit is available in their assigned station to respond on an emergency incident. If a unit is not available due to incident concurrency, then drive time and overall response performance is decreased. The “time on task” column in the tables refers to the minutes that the specific unit(s) are on an emergency incident annually. This time also includes incidents to which the unit is responding, but then cancelled prior to arriving on location. The total time is for responses only and not for other activities. The “reliability” column references the annual percentage of time that the apparatus is in the assigned station and available for a response.

Table 9: Current Response Reliability 2014, 2015, and 2016¹⁰

Staff Dedicated Apparatus (2014)				
Unit	Incidents	Time on Task	Reliability	Condition
A64	2877	111,076.67	78.87%	Red
E64	1561	32,500.68	93.82%	Yellow
A65	1598	58,482.83	88.87%	Red
E65/L61	1716	34,787.75	93.38%	Yellow
E63/A63	2218	59,875.85	88.61%	Red

If Unit is under 90% reliability then considered Red, between 90 and 95% then Yellow, if greater than 95% then Green.

¹⁰ Performance is displayed in a stop-light approach, red equals failure to the standard, yellow is above failure but within 5 percent of the standard and green signifies that the performance expectation is being met

Staff Dedicated Apparatus (2015)				
Unit	Incidents	Time on Task	Reliability	Condition
A64	2958	118,428.42	77.47%	Red
E64	1655	35,369.02	93.27%	Yellow
A65	1476	56,860.62	89.18%	Red
E65/L61	1856	35,871.70	93.18%	Yellow
E63/A63	2002	58,125.20	88.94%	Red
<i>If Unit is under 90% reliability then considered Red, between 90 and 95% then Yellow, if greater than 95% then Green.</i>				

Staff Dedicated Apparatus (2016)				
Unit	Incidents	Time on Task	Reliability	Condition
A64	3048	118,791.75	77.40%	Red
E64	1748	36,930.43	92.97%	Yellow
A65	1765	64,282.97	87.77%	Red
E65/L61	1057	33,482.12	93.63%	Yellow
E63/A63	1279	52,932.80	89.93%	Red
<i>If Unit is under 90% reliability then considered Red, between 90 and 95% then Yellow, if greater than 95% then Green.</i>				

3.5.1. Conclusion of Need for Capital Resources

SFD uses multiple indicators in determining the need for additional resources that will achieve and maintain their level of service standards. SFD conducted a fire station location analysis in 2016. This study and the Capital Facilities Plan have evaluated multiple variables of both SFD’s service delivery model and their service area demographics to develop a rationale for the need of future resources. The variables considered regarding the SFD service area include:

- The nature of fire and life safety risks
- Types of incidents occurring (fire, rescue, emergency medical services, etc.)
- The magnitude of incident types and their need for resources
- Types and sizes of properties and their specific risks (existing and future)
- The ability of existing resources to match demand of incident types and property risks
- Historic and predicted population and geographic growth
- Historic and predicted land development
- Emergency call growth (historic and predicted)
- Travel times from fire stations to emergency scenes (historic and predicted)
- Availability of fire resources to demand for service (work load related, capacity of fire resources is limited)
- Responding unit types (career or volunteer staffing)
- Transportation networks (existing and future), and their influence on emergency response
- Geographic Information System (GIS) modeling of fire station coverage areas (provides for best placement of resources)
- Historic and predicted response times (current and future deployment)

3.4.1.1. Level of Service Adopted

In consideration of the numerous variables listed above the Board of Fire Commissioners for SFD have adopted the level of service standards and future fire station deployment model of this Plan. This Plan works toward implementing the level of service standards identified herein and the long-range four fire station model which has been adopted by the SFD Board.

3.6. Capital Projects and Purchases

Implementation of the adopted fire station deployment model is expected over the next 20 plus years to meet the demands of population growth identified in Table 1 on page 5 of this document. In total, SFD needs two new fire stations and several capital improvement projects to preserve current station capacity and prepare for future needs. In addition to station construction, all of the associated resources, special equipment and tools needed to deliver fire and rescue services from these sites are also required.

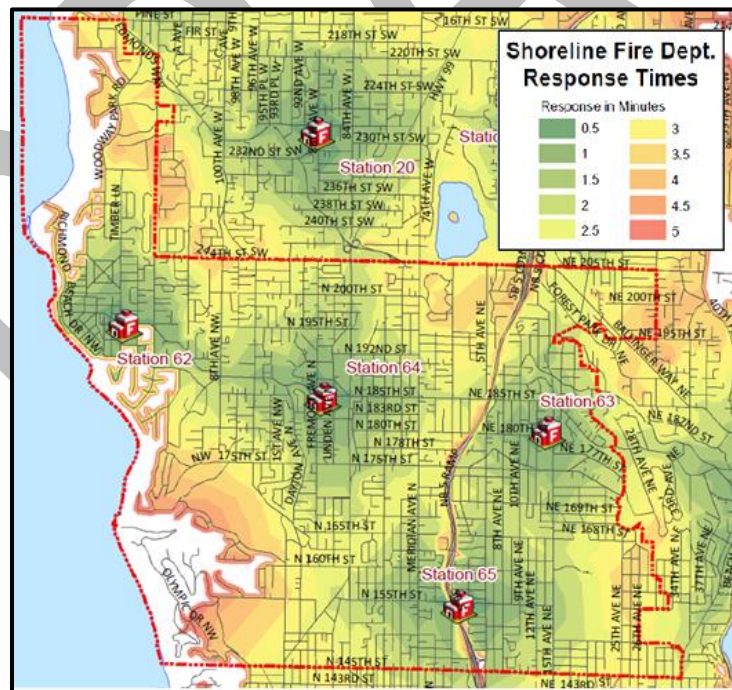
3.6.1. Revenue Limitations Effect Build Out of Fire Stations

Current funding limitations associated with the economic recession that began in 2008 will restrict SFD from implementing the full fire station model within the 20 year timeframe of this plan. The following description of capital projects and purchases reflects the current priorities for SFD over the next 20 years and includes implementing proposed stations “New Station 63” and “New Station 62,” as shown in Exhibit 6 below.

3.6.2. Cost of New Fire Stations

The following costs are based on the General Services Administration’s estimates for size requirements of fire stations capable of meeting the National Fire Protections Association and Washington State standards for safe and effective fire stations. Cost of construction is based upon recent costs of fire station construction. Land costs are based upon recent land acquisition experience in the Shoreline area. Current market trends for housing/land costs are increasing dramatically, so estimating future values and cost beyond the next two years is challenging. The map below illustrates the improved response time rings within the City, especially in the northwest corner.

Exhibit 6: Map of Response Rings from New Stations 62 and 63, and Stations 64 and 65



3.6.3. New Station 63

The current Station 63 shown in Exhibit 6 is located at 1410 NE 180th St, a location that can provide service to the North City area including the north east corner of the City. After reviewing over 20 different potential relocation sites and evaluating response time mapping, it was felt that the best option was to rebuild the station at the current location.

However, current and future operational needs coupled with new building and construction requirements have resulted in the new, two-story station growing significantly in size to an estimated 16,650 sq ft and requiring about 1½ acres of land. The larger station and the need to have drive through apparatus bays, forced SFD to buy adjacent properties to build the new station. SFD is currently working through a property acquisition process and it is anticipated that in late 2017 the needed properties will have been purchased. The Department is also in the process of designing the new station with a contracted architectural firm. Construction will likely begin in 2018 with final finishing and project acceptance scheduled for early 2019.

Table 10: Cost of New Station 63¹¹

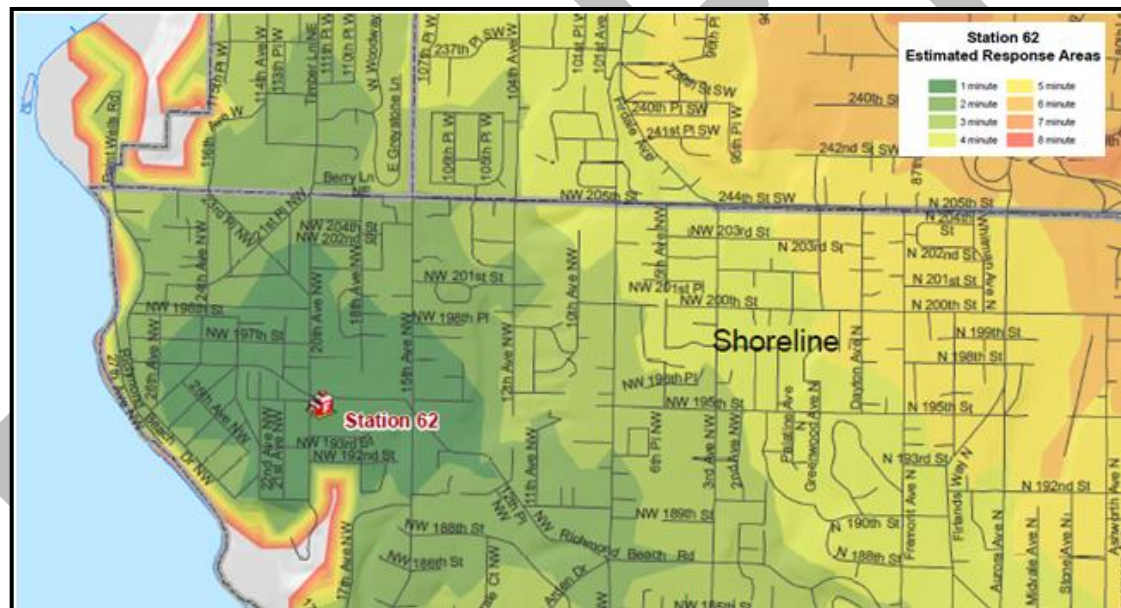
Land and Construction Costs	
Land (including legal fees)	\$1,850,000
New Construction (includes site work, Phase 1 building and temporary quarters)	\$9,000,323
Subtotal Land and Construction Costs	
\$10,850,323	
Project Soft Costs	
Furnishing and Equipment	\$215,941
Architect and Engineering Fees	\$946,603
Permits/Fees/Inspections	\$180,006
Printing/Reimbursables	\$144,650
Contingency Funds	\$315,011
Washington Sales Tax (some taxes built into phase 1)	\$922,533
Subtotal Soft Costs	
\$2,724,744	
Total New Station 63 Project Costs (2017 Dollars)	
\$13,575,067	

¹¹ Cost estimates provided by The Robinson Company.

3.6.4. New Station 62

The current station 62, located at 1851 NW 195th St, is utilized as a children education center where tours and public education are held. The station was one of the original fire stations for Shoreline and was built in 1948. It has never had career staffing and it would be cost prohibitive to remodel the station. Again, similar to the location of the current station 63, the current station 62 is in a very good location to address response time challenges to that area. Below is a map showing a projected response time map if station 62 was staffed at the current location.

Exhibit 7: Map of Response Ring for Station



However, before land is purchased for this rebuild a more thorough analysis of multiple sites would need to be performed similar to the analysis for the new station 63.

The new station 62 would be constructed as what is considered a “satellite station”. This station would likely be constructed in a three, deep-bay configuration with, one or two drive-through bays, and space for five dorms. It is estimated that with this concept the size of this station would be approximately 11,000 sq ft.

The first step would be to determine a range of area that would support efficient operations, analyze possible locations within that area, purchase the land, and then design and construct the fire station. Due to financial constraints it is estimated that the purchasing of the land would not be possible until approximately 2028. Therefore, the costs of construction in the table below will change dramatically by the time this project is initiated.

Table 11: Cost of New Station 62

Land and Construction Costs	
Land (including legal fees)	\$1,850,000
New Construction (includes site work)	\$5,080,476
Subtotal Land and Construction Costs	
\$6,930,476	
Project Soft Costs	
Furnishing and Equipment	\$132,414
Architect and Engineering Fees	\$409,599
Permits/Fees/Inspections	\$106,413
Printing/Reimbursables	\$75,743
Contingency funds	\$153,093
Washington Sales Tax	\$780,774
Subtotal Soft Costs	
\$1,658,036	
Total New Station 62 Project Costs (2017 Dollars)	
\$8,588,512	

3.6.5. Capital Improvement Necessary to Preserve Existing Assets, 2018 through 2037

While Shoreline Fire Department has adopted a four station future deployment plan, those existing stations that will be used as part of that model or those planned to be replaced in the future, must be preserved to maintain the existing assets until they can be

replaced. [Table 12: Schedule of Asset Preservation Projects](#), identifies the larger cost asset preservation projects necessary to maintain these assets in a state of emergency response readiness.

Table 12: Schedule of Capital Preservation and Fixture Replacement Projects, 2018-2037

Asset Preservation and Fixture Replacement Projects in 2017 Dollars			
Station(s)	Project Description	Project Year(s)	Total Cost
61,64,65	HVAC System Overhaul or Replacement	2024, 2026	\$1,150,000
61,64,65	Vehicle Exhaust System Replacement	2019, 2022	\$220,000
61,64,65	Emergency Generator Replacement	2025, 2026	\$130,000
61	Above Ground Fuel Tank and Controller Replacement	2018, 2031	\$20,000
61,64,65	Roof Replacement	2024, 2026	\$130,000
61,63,64,65	Appliances Replacement (refrigerators, ranges, dryers, washers, dishwashers, water heaters, bunker gear extractors)	2018-2037	\$212,745
61	Oil Separator Replacement	2021	\$36,000
61	Vehicle Hoists Replacement	2026	\$70,000
61,62,64,65	Apparatus Bay Doors Replacement	2018, 2026	\$235,000
61,62,63,64,65	Floor Covering Replacement	2016,2018,2031,2033	\$219,000
61,63,64,65	LCD Projector and TV Replacements for Training Purposes	2018,2022,2023,2028,2034	\$67,800
61,63,64,65	Physical Fitness Equipment	2018-2037	\$160,000
Total Cost of Asset Preservation and Fixture Replacement			\$2,680,545

3.6.6. Cost of Firefighting Equipment Required, 2018 through 2037

Table 13, Summary of Firefighting Equipment Costs, 2018 – 2037, identifies total revenue needed between 2018 and 2037 to fund SFD’s equipment purchase and replacement plan.

Table 13: Summary of Equipment Costs, 2018 – 2037

Firefighting Equipment Cost in 2017 Dollars		
Description	Cycles in Plan	Subtotal
Fire Hoses	6	\$206,000
Fire Nozzles and Appliances	2	\$120,000
Rescue Tools	2	\$80,000
Self-Contained Breathing Apparatus and Air Compressor	2	\$1,170,000
IT/Office Equipment	20	\$60,000
Mobile Radios	2	\$78,000
Portable Radios	2	\$456,000
Bunker Gear	2	\$406,800
Gurneys	1	\$120,000
Defibrillators and Batteries	8	\$105,000
Thermal Imaging Cameras	2	\$136,000
Positive Pressure Fans	2	\$16,000
Maintenance Tools	4	\$20,000
Special Operations Equipment	2	\$136,000
TOTAL		\$3,109,800

3.6.7. Apparatus Replacement

Table 14: Apparatus Replacement Summary, identifies the life cycle of apparatus and the total revenue needed between 2018 and 2037 to fund SFD’s apparatus purchase and replacement plan.

Table 14: Apparatus Replacement Summary

Apparatus Replacement Schedule in 2017 Dollars									
Year	Aid Car	Fire Engine	Ladder Truck	Rescue	BC	Fire Prev	Fleet/Maint	Staff	Estimated Cost
2018									\$0
2019		2			1				\$1,359,000
2020									\$0
2021						1			\$38,000
2022	1								\$225,000
2023									\$0
2024	2								\$450,000
2025					1	1	1	1	\$179,000
2026		2		1					\$1,500,000
2027									\$0
2028								1	\$40,000
2029	2					1			\$488,000
2030									\$0
2031		2			1			1	\$1,399,000
2032	2		1						\$1,650,000
2033						1	2		\$118,000
2034								1	\$40,000
2035									\$0
2036	2	2							\$1,750,000
2037					1	1		1	\$97,000
Total 20 Year Apparatus Costs									\$9,377,000

4. 20 Year Capital Cost Summary

The 20 year capital costs listed in [Table 15: 20 Year Cost of Capital Resource Needed to Preserve LOS, 2018 – 2037](#), provide the first steps toward achieving the adopted station deployment model. The full station deployment model will be capable of providing the resources necessary to maintain concurrency with future development. Completion of this model could potentially be completed in the next 20 years, but depending on funding options may extend beyond the scope of this plan.

The cost of resources itemized in [Table 15](#), are based upon an interim plan to achieve and maintain fire service concurrency over the next 20 years. Capital needs include the construction of two new fire stations, and all of the apparatus (fire engines, ladders etc.), and equipment required to deliver fire and life safety services.

Timing of fire station construction and other capital purchases is consistent with the capital projects detailed in section 3.5 found on pages 22 through 29 of this document. Fire station construction costs are typically spread out over four years for each new station project. Generally the three year plan follows a first year of land acquisition, and if needed, design and engineering. A second year of design approval, permitting, site infrastructure improvements and start of hard construction costs. The third year ends with the completion of construction, acceptance by SFD from the contractor and installation of final furnishings and firefighting equipment.

Phasing of construction and corresponding expenditures is equal to 30 percent of the projects estimated costs in the first year. Second year expenses are estimated at 60 percent of the overall project cost and 10 percent is budgeted in the third and final year of the construction process.

Table 15: 20 Year Cost of Capital Resource Needed to Preserve Level of Service, 2018 – 2037

20 Year Capital Needs																					
Costs in thousands based on 2017 dollars																					
Expense	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Station Constr	\$8,145	\$5,430	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,153	\$2,577	\$859	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,164
Preserv & Fixtures	\$315	\$170	\$10	\$60	\$76	\$27	\$230	\$80	\$1,315	\$12	\$59	\$8	\$12	\$36	\$18	\$190	\$13	\$10	\$8	\$10	\$2,659
Equip	\$746	\$47	\$108	\$5	\$48	\$80	\$40	\$45	\$431	\$5	\$68	\$128	\$113	\$10	\$48	\$861	\$74	\$45	\$208	\$0	\$3,110
Apparatus	\$0	\$1,359	\$0	\$38	\$225	\$0	\$450	\$179	\$1,500	\$0	\$40	\$488	\$0	\$1,399	\$1,650	\$118	\$40	\$0	\$1,750	\$97	\$9,377
Annual Total	\$9,167	\$7,132	\$133	\$117	\$420	\$135	\$930	\$409	\$4,466	\$23	\$3,129	\$6,751	\$1,165	\$2,495	\$3,086	\$2,147	\$249	\$108	\$4,141	\$324	\$37,310

5. Capital Resource Costs, 2018 – 2037

The following table breaks down the 20 year capital needs into the next six years.

Table 16: Six (6) Year Capital Needs

Six (6) Year Capital Needs							
All Costs in thousands based on 2017 dollars							
	2018	2019	2020	2021	2022	2023	6 Year Total
Station Construction	\$8,145	\$5,430	\$0	\$0	\$0	\$0	\$13,575
Asset Preservation & Fixtures	\$315	\$170	\$10	\$60	\$76	\$27	\$658
Equipment	\$746	\$47	\$108	\$5	\$48	\$80	\$1,034
Apparatus	\$0	\$1,359	\$0	\$38	\$225	\$0	\$1,622
Total	\$9,206	\$7,006	\$118	\$103	\$349	\$107	\$16,889

6. Financing Plan

Table 17 includes four revenue sources; annual general funds, capital bonds, sale of surplus property, and impact/level of service fees. Full funding of this capital plan depends on maintenance of the SFD annual levy, fire benefit charge, use of existing bond capacity, impact and level of service fees, and an additional capital bond measure of \$5 million in 2018 and a \$10.65 million in 2028. Through annual operating funds and bonds, the tax payers of SFD will fund approximately 65% of the 20 year capital needs, with impact and level of service fees estimated to provide about 35 percent of the funding required. Impact and level of service fees to be assessed on new development is identified in the Mitigation and Level of Service Policy. All impact and level of service fees are designed to raise the funds to complete necessary capital projects as mitigation of the impacts of new development. These fees will not be used on capital projects to maintain

status quo or capacity expansion required to fix existing deficiencies, but rather to address additional capabilities, capacity or expansion that is required to provide the expected level of service.

The following table is similar to Table 15 except that it is modified to reflect only those costs, per category, that can be attributed to the impact of new development.

Table 17: 20 Year Capital Needs from New Development

20 Year Capital Needs From New Development																					
Costs in thousands based on 2017 dollars																					
Expense	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Station Constr	\$4,614	\$3,093	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$52	\$5,153	\$2,577	\$859	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,715
Preserv & Fixtures	\$14	\$1	\$1	\$1	\$1	\$6	\$1	\$4	\$3	\$1	\$6	\$0	\$0	\$1	\$0	\$8	\$0	\$0	\$0	\$0	\$48
Equip	\$246	\$16	\$36	\$2	\$16	\$26	\$13	\$15	\$142	\$2	\$22	\$42	\$37	\$3	\$0	\$284	\$24	\$15	\$69	\$0	\$1,011
Apparatus	\$0	\$231	\$0	\$38	\$68	\$0	\$135	\$30	\$255	\$0	\$7	\$304	\$0	\$777	\$1,335	\$20	\$7	\$0	\$356	\$16	\$3,579
Annual Total	\$4,874	\$3,341	\$89	\$93	\$137	\$85	\$202	\$102	\$453	\$55	\$5,188	\$2,923	\$896	\$782	\$1,335	\$312	\$31	\$15	\$425	\$16	\$21,354
Notes on Adjustments to 20 Year Capital Needs																					
Station Construction	56% of new station 63 (increase in size over staffed station 63) including LTGO interest, and 100% of new station 62 (currently not staffed or functional station).																				
Preserv & Fixtures	36% of fixtures specific to expansion of facilities and staffing requirements such as Training AV, physical fitness equipment, and some appliances.																				
Equipment	33% of equipment needs due to resource expansion and staffing requirements.																				
Apparatus	A 30% decrease of life cycle for EMS vehicles, 17% decreased life cycle for suppression vehicles. Addition of staff car, aid car, fire engine, and ladder truck.																				

Which is then broken down into the Six Year Capital Needs from New Development.

Table 18: Six (6) Year Capital Needs from New Development

Six (6) Year Capital Needs From New Development							
All Costs in thousands based on 2017 dollars							
	2018	2019	2020	2021	2022	2023	6 Year Total
Station Construction	\$4,614	\$3,093	\$52	\$52	\$52	\$52	\$7,915
Asset Preservation & Fixtures	\$14	\$1	\$1	\$1	\$1	\$6	\$24
Equipment	\$246	\$16	\$36	\$2	\$16	\$26	\$342
Apparatus	\$0	\$231	\$0	\$38	\$68	\$0	\$337
Total	\$4,874	\$3,341	\$89	\$93	\$137	\$84	\$8,618

The expenses identified in Table 17 and Table 18 will be used to calculate the impact fee. This formula and calculation are defined in the Department's Mitigation and Level of Service Policy.

Table 19: 20 Year Cost/Funding Plan

20 Year Cost/Funding Sources for Capital Needs									
Costs in thousands based on 2017 dollars									
Cost/Funding Source	2018	2019	2020	2021	2022	2023	6 Year Total	2024 +	20 Year Total
Expense Sources									
Station Construction & Land Purchase	\$8,145	\$5,430	\$0	\$0	\$0	\$0	\$13,575	\$8,589	\$22,164
Asset Preservation & Fixtures	\$315	\$170	\$10	\$60	\$76	\$27	\$658	\$2,001	\$2,659
Equipment	\$746	\$47	\$108	\$5	\$48	\$80	\$1,034	\$2,096	\$3,130
Apparatus	\$0	\$1,359	\$0	\$38	\$225	\$0	\$1,622	\$7,755	\$9,377
Debt Interest	\$97	\$97	\$97	\$97	\$97	\$97	\$582	\$3,305	\$3,887
Revenue Sources									
SFD-Annual Operational Revenue to Capital	\$1,870	\$500	\$0	\$0	\$50	\$0	\$2,420	\$1,350	\$3,770
SFD-Taxpayer Bond Funds	\$7,233	\$6,303	\$0	\$0	\$0	\$0	\$13,536	\$10,411	\$23,947
SFD-Sale of Surplus Property	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000
Developer-Impact/LOS Fees (residential)	\$100	\$150	\$115	\$100	\$200	\$104	\$769	\$6,400	\$7,169
Developer-Impact/LOS Fees (commercial)	\$100	\$150	\$100	\$100	\$196	\$100	\$746	\$6,400	\$7,146
Summary of Revenues less Expenses									
Expense	\$9,303	\$7,103	\$215	\$200	\$446	\$204	\$17,471	\$23,746	\$41,217
Revenue	\$9,303	\$7,103	\$215	\$200	\$446	\$204	\$17,471	\$25,561	\$43,032
Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,815	\$1,815
Ending Taxpayer Bond Fund Balance									
Taxpayer Bond fund balance	\$6,303	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

6.1. Financial Feasibility of Capital Facilities Plan

The revenue resources identified in Table 17, “20 Year Cost/Funding Sources for Capital Needs, indicates that it is financially feasible to implement a portion of the four (4) station deployment model and long range plans adopted by SFD’s Board of Commissioners. Final implementation of the station deployment model should be accomplished in the 20 year Capital Plan with the full station model likely to

be deployed by 2037. Key to the financial feasibility of this plan is the implementation of impact and level of service fees on new development. Within the financial plan, impact fees account for approximately 35% in the 20 year funding plan.

6.2. GMA Policy

Washington's Growth Management Act in RCW 36.70A.070 (3) (e) contains a requirement to reassess the land use element of applicable Comprehensive Plans if probable funding falls short of meeting existing needs. This requirement applies to the City of Shoreline, not directly to SFD. The City of Shoreline has responsibility for Comprehensive Land Use Plans that apply to SFD's response area. Currently all of the urban growth area within SFD is contained within the corporate boundaries of the City of Shoreline. SFD's policy is to annually assess probable funding for consistency with this Plan. When funding is likely to fall short, SFD may make adjustments to; levels of service performance standards, timelines for implementation of the Plan, sources of revenue, mitigation measures, or a combination of the previous to achieve a balance between available revenue, needed capital facilities and adequate levels of service. In addition, SFD will provide annual updates to the City of Shoreline that address SFD's ability to fund this Plan. This policy constitutes SFD's response to RCW 36.70A.070 (3) (e).

Appendix A

Exhibit 8: Facility Replacement Schedules and Costs in 2017 Dollars

FACILITIES					
<i>Assumption that fire stations have a life cycle of 40 years and a 2017 construction cost of \$700 (includes all costs such as site work, construction, soft costs, taxes, and contingencies) and remodel cost of \$300 per square foot.</i>					
<u>Building</u>	<u>Description</u>	<u>Sq Feet</u>	<u>Replacement Year (Age)</u>	<u>2017 Cost</u>	<u>Replacement Cost</u>
Sta 61	Headquarters: Built in 2001, shop with 4 bays (currently 20,370 sq ft)	23,000	2041	\$7,952,000	\$16,164,779
Sta 61	Training Tower: Built in 1985???, (50 year life cycle, currently 4,000 sq ft)	6,000	2041	\$1,200,000	\$2,439,353
Sta 61	Carport: Built in 1999	800	2039	\$60,000	\$114,966
Sta 62	Built in 1948, 2 bays, no dorm rooms, (currently 1,560 sq ft)	11,000	2028	\$8,588,512	\$11,888,509
Sta 63	Built in 1970, remodelled in 2002, 3 bays, 7 dorms (currently 7,310 sq ft)	16,650	2018	\$13,575,067	\$13,575,067
Sta 64	Built in 1999, 3 bays double deep, 2 drive through, 8 dorms	12,286	2039	\$3,685,800	\$7,062,374
Sta 65	Built in 1999, 3 bays double deep, 1 drive through, 7 dorms	11,768	2039	\$3,530,400	\$6,764,611
Average cost annually for facilities replacement for the 40 year period is \$1,450,241			Total (modified)	\$22,163,579	
<i>* The facilities replacement plan is averaged over a 40 year period due to longer life cycles.</i>					

Facility Fixtures Purchases Plan												
<i>Assumption that items will have different life cycles.</i>												
Description	Life Cycle (years)	2017		1st Purchase		2nd Purchase		3rd Purchase		4th Purchase		
		Age	Cost	Year	Cost	Year	Cost	Year	Cost	Year	Cost	
HVAC System	25				\$1,489,254		\$0		\$0		\$0	
Vehicle Exhaust System	25				\$239,300		\$0		\$0		\$0	
Generators	25				\$182,466		\$0		\$0		\$0	
Above Ground Tank	2001	30	16	\$10,000	2031	\$15,126		\$0		\$0	\$0	
Fuel Pump Controller	1995	20	22	\$10,000	2018	\$10,300		\$0		\$0	\$0	
Roof	25				\$164,378		\$0		\$0		\$0	
Refrigerator (oldest)	10				\$30,418		\$0		\$0		\$0	
Range	15				\$48,271		\$28,082		\$0		\$0	
Clothes Washer	7				\$6,279		\$7,722		\$6,815		\$0	
Clothes Dryer (oldest)	7				\$7,060		\$8,682		\$8,762		\$0	
Dishwasher (oldest)	7				\$4,330		\$5,325		\$2,773		\$1,702	
Water Heater (oldest)	10				\$26,754		\$26,653		\$12,668		\$0	
Bunker Gear Extractor	15				\$21,988		\$34,257		\$0		\$0	
Oil Separator (61)	2001	20	16	\$36,000	2021	\$40,518		\$0		\$0	\$0	
Vehicle Hoists	2001	25	16	\$70,000	2026	\$91,334						
Apparatus Bay Doors		20			\$232,447		\$0		\$0		\$0	
Floor Covering		15			\$131,191		\$160,471		\$0		\$0	
LCD Proj 61 Classroom	2013	10	4	\$15,000	2023	\$17,911	2033	\$24,071		\$0	\$0	
TV		10			\$43,050		\$41,341		\$0		\$0	
Fitness Equipment	5 year total	5	annually	\$40,000	2022	\$46,371	2027	\$53,757	2032	\$62,319	2037	\$72,244
Average cost per year for 20 year fixtures replacement is \$170,320				Subtotal	\$2,848,746	Subtotal	\$390,361	Subtotal	\$93,336	Subtotal	\$73,947	
<i>Of note that the construction of station 63 & 62 will reset fixtures to a purchase date of 2018 or 2028, which is reflected in the long-range financial plan.</i>				Total \$3,406,390								
<i>If a cell is blank for the purchase year then it is beyond 2037, the limit of the plan starting in 2018.</i>												

Appendix B

Exhibit 9: Apparatus Replacement Schedule

APPARATUS: Aid Car Purchases Plan							
<i>Assumption that current aid cars have a projected life cycle of 7 years in front line position.</i>							
<i>The 2017 replacement cost is estimated at \$225,000</i>							
Location	Current Description	1st Purchase		2nd Purchase		3rd Purchase	
		Year	Cost	Year	Cost	Year	Cost
A63	1151: 2015 Ford	2022	\$273,747	2029	\$360,232	2036	\$474,041
A64	1152: 2015 International	2024	\$296,085	2029	\$360,232	2036	\$474,041
A65	1172: 2017 Ford	2024	\$296,085	2032	\$405,212		\$0
A62	future staffed aid car			2032	\$405,212		\$0
A61	1101: 2010 Ford (reserve)	trickle down replacement					
EMS61	1083: 2008 Ford (training)	trickle down replacement					
<p>Vehicles will be balanced to equalize mileage, wear and tear. Current style of aid car might be replaced with a heavier duty chassis, which may equate to a longer life cycle of 9 years. Grouping aid car purchases will allow greater economies of scale, but would limit flexibility in rotating aid cars to reserve status.</p>							
Average cost per year for aid car replacement over the 20 year period is \$167,244							

APPARATUS: Structural (Fire Engines, Ladder Truck, Rescue) Purchases Plan

Assumption that projected life cycles are 10, 15, and 20 years respectively in front line position.
 Engine estimate \$650,000 Ladder truck estimate \$1,200,000 Rescue vehicle refurbish estimate \$200,000

Location	Current Description	1st Purchase		2nd Purchase		3rd Purchase	
		Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost
E63	2081:2008 Fire Engine		\$0	2031	\$1,125,590	2036	\$1,369,452
E64	2082:2008 Fire Engine	2019	\$703,040	2026	\$925,153		
E65	2083:2008 Fire Engine	2019	\$703,040	2026	\$925,153	2036	\$1,369,452
E62	2991:1999 Fire Engine (reserve/future)		\$0	2031	\$1,125,590		
L61	2941:1994 LTI Ladder Truck		\$0	2032	\$2,161,132		
R61	2992:1999 H&W Pumper		\$0	2026	\$284,662		
E61	2993:1999 Fire Engine (reserve)	trickle down replacement					
L62	future reserve Ladder Truck	trickle down replacement					

Vehicles will be balanced to equalize mileage, wear and tear. Grouping purchases will allow greater economies of scale and will keep uniformity, but would limit flexibility in rotating vehicles to reserve status.

Avg cost per year for Fire Engine replacement over the 20 year period is \$412,323
Avg cost per year for Truck replacement over the 20 year period is \$108,057
Avg cost per year for Rescue replacement over the 20 year period is \$14,233

APPARATUS: Battalion Chief Vehicle Purchase Plan

Staff vehicles have different life cycles and usage, but will be rotated out of front line use at around 6 years or 60,000 miles.

2017 Cost for a Suburban \$59,000

Use	Type	Transition Plan	1st Purchase		2nd Purchase		3rd Purchase		4th Purchase	
			Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost
BC	Suburban	6 yrs/60k miles	2019	\$63,814	2025	\$80,746	2031	\$102,169	2037	\$129,276

Vehicles will be "trickled" down from primary use to secondary use.

Average cost per year for BC replacement over the 20 year period is \$18,800

APPARATUS: Fire Prevention Vehicles Purchase Plan													
<i>Staff vehicles have different life cycles and usage, but will typically be sold around 150,000 miles.</i>													
2017 Cost for a 1/2 Ton Pickup \$38,000													
Use	Type	Transition Plan	1st Purchase		2nd Purchase		3rd Purchase		4th Purchase		5th Purchase		
			Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost	
FP Staff	Pickup 1/2 ton	150k miles	2021	\$44,455	2025	\$52,006	2029	\$60,839	2033	\$71,173	2037	\$83,263	
Vehicles will be "trickled" down from primary use to secondary use.													
Average cost per year for FP replacement over the 20 year period is \$15,587													

APPARATUS: Fleet/Facilities Vehicles Purchase Plan													
<i>Staff vehicles have different life cycles and usage, but will typically be sold around 150,000 miles.</i>													
2017 Cost for a 3/4 Ton Pickup \$42,000													
Use	Type	Transition Plan	1st Purchase		2nd Purchase		3rd Purchase		4th Purchase		5th Purchase		
			Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost	
Fleet/Fac.	Pickup 3/4 ton	150k miles	2025	\$57,480	2033	\$78,665	2033	\$78,665		\$0		\$0	
Vehicles will be "trickled" down from primary use to secondary use.													
Average cost per year for FF replacement over the 20 year period is \$10,741													

APPARATUS: General Staff Vehicles Purchase Plan													
<i>Staff vehicles have different life cycles and usage, but will typically be sold around 150,000 miles.</i>													
2017 Cost for a Medium SUV \$40,000													
Use	Type	Transition Plan	1st Purchase		2nd Purchase		3rd Purchase		4th Purchase		5th Purchase		
			Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost	Year (Age)	Cost	
Admin	Medium SUV	150k miles	2025	\$54,743	2028	\$64,657	2031	\$72,730	2034	\$81,812	2037	\$92,027	
Vehicles will be "trickled" down from primary use to secondary use.													
Average cost per year for Staff replacement over the 20 year period is \$18,298													

Appendix C

Exhibit 10: 20 Year Equipment Costs & Replacement Schedule

Equipment Purchases Plan																	
<i>Assumption that equipment will have different life cycles.</i>																	
Description	Life Cycle (years)	2017		1st Purchase		2nd Purchase		3rd Purchase		4th Purchase		5th Purchase		6th Purchase		7th Purchase	
		Age	Cost	Year	Cost	Year	Cost	Year	Cost	Year	Cost	Year	Cost	Year	Cost	Year	Cost
Hose: 2 1/2"	10	2	\$20,000		\$0	2025	\$27,371	2035	\$40,516		\$0		\$0		\$0		\$0
1 3/4"	10	7	\$35,000	2020	\$39,370	2030	\$58,278		\$0		\$0		\$0		\$0		\$0
5" LDH	10	5	\$48,000	2022	\$58,399	2032	\$86,445		\$0		\$0		\$0		\$0		\$0
Nozzle	15	16	\$37,500	2018	\$39,000	2033	\$70,237		\$0		\$0		\$0		\$0		\$0
Water Appliances	20	21	\$45,000	2018	\$46,800		\$0		\$0		\$0		\$0		\$0		\$0
Rescue Tool	15	17	\$40,000	2018	\$41,600	2033	\$74,919		\$0		\$0		\$0		\$0		\$0
SCBA	15	14	\$550,000	2018	\$572,000	2033	\$1,030,140		\$0		\$0		\$0		\$0		\$0
SCBA Air Compressor	15	9	\$70,000	2023	\$88,572		\$0		\$0		\$0		\$0		\$0		\$0
Information Technology	10		\$20,000	2025	\$27,371	2035	\$40,516		\$0		\$0		\$0		\$0		\$0
Copier	8	11	\$10,000	2023	\$12,653	2031	\$17,317		\$0		\$0		\$0		\$0		\$0
Mobile Radio	15	10	\$39,000	2019	\$42,182	2034	\$75,968		\$0		\$0		\$0		\$0		\$0
Portable Radio	7	11	\$228,000	2026	\$324,515	2033	\$427,040		\$0		\$0		\$0		\$0		\$0
Bunker Gear	10	varies	\$203,400	2026	\$289,502	2036	\$428,533		\$0		\$0		\$0		\$0		\$0
Gurney	15	new	\$120,000	2029	\$192,124		\$0		\$0		\$0		\$0		\$0		\$0
Defibrillator	10	new	\$35,000	2024	\$46,058	2034	\$68,177		\$0		\$0		\$0		\$0		\$0
Defibrillator Battery	3	new	\$5,000	2018	\$5,200	2021	\$5,849	2024	\$6,580	2027	\$7,401	2030	\$8,325	2033	\$9,365	2036	\$10,534
Thermal Imaging Cam	10	9	\$68,000	2018	\$70,720	2028	\$104,683		\$0		\$0		\$0		\$0		\$0
Positive Pressure Fan	10	18	\$8,000	2019	\$8,653	2029	\$12,808		\$0		\$0		\$0		\$0		\$0
Maintenance Tool	5		\$5,000	2020	\$5,624	2025	\$6,843	2030	\$8,325	2035	\$10,129		\$0		\$0		\$0
Spec Ops Equipment	10	8	\$68,000	2020	\$76,491	2030	\$113,225		\$0		\$0		\$0		\$0		\$0
Average cost per year for equipment replacement over the 20 year period is \$236,818																	

Mitigation & Level of Service Policy



**SHORELINE FIRE
DEPARTMENT**

Mitigation and Level of Service
Policy for Fire Service Concurrency

DRAFT - Proposed Adoption November, 2017

DRAFT

Shoreline Fire Department Mitigation and Level of Service Policy

Prepared By:
Fire Chief Matthew Cowan
Shoreline Fire Department
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Larry Rabel
Deployment Dynamics Group LLC

November 2017

This policy has been designed with two distinct purposes in mind, first to inform the lay reader regarding issues critical to maintaining fire service concurrency and second, to provide guidance to Shoreline Fire Department's staff in implementing appropriate mitigations that are necessary for maintaining fire service concurrency within the Shoreline Fire Department service area. The basis for impact and level of service contribution fees is derived from the revenues needed to maintain Shoreline Fire Department's 2018–2037 Capital Improvement Plan.

DRAFT

Table of Contents

1.	Acronyms	4
2.	Definitions.....	4
3.	Concurrency Policy Statement.....	6
4.	Purpose Statement.....	7
5.	Consistency with other Plans and Policies:	7
6.	Introduction:.....	8
7.	The Importance of Time and Fire Service Measures.....	8
	Figure 1: Photo of a Witnessed Flashover	10
	Figure 2: Time vs. Products of Combustion	11
	Figure 3: Cardiac Survival Rate.....	13
	Figure 4: Cardiac Survival with CPR and Defibrillation.....	13
8.	National Fire Service Standards for Performance:	13
	Figure 5: Community Definitions and Performance Expectations	16
9.	State and Local Standards.....	18
	Figure 6: SFD Turnout Time Performance Objectives.....	19
	Figure 7: SFD Drive Time Performance Objectives.....	19
	Figure 8: SFD Reliability Objectives.....	19
10.	Local Restriction on Level of Service	19
11.	Need for Mitigation of Development Impacts	20
12.	Determining Development Impacts	20
13.	Developer Agreements Required.....	24
14.	Mitigation Methodology and Fee Application:.....	26
15.	Assurance of Adequate Provisions for Public Safety:	30
16.	Policy Review and Adjustment:.....	30
	Appendix A.....	31
	Appendix B.....	34

1. Acronyms

ALS:	Advanced Life Support
BLS:	Basic Life Support
C&E:	Capital and Equipment
CFAI:	Commission on Fire Accreditation International
CPSE:	Center for Public Safety Excellence
EMS:	Emergency Medical Services
ERF:	Effective Response Force
IAFC:	International Association of Fire Chiefs
ICMA:	International City/County Management Association
ISO:	Insurance Services Office
SFD:	Shoreline Fire Department
NFPA:	National Fire Protection Association
SOC:	Standard of Cover

2. Definitions

- 2.1. **Call Stacking:** Refers to the occurrence of simultaneous emergency calls. Call stacking occurs when more than one request for emergency assistance occurs within the same fire station **service** area. When this occurs, the primary response unit cannot answer the second emergency and a second fire unit from the same station must respond or a fire unit from a fire station much farther away responds.
- 2.2. **Concentration:** Refers to the deployment of multiple fire and rescue resources from within a fire service jurisdiction so that the proper number of resources needed for all types of emergency incidents can be assembled at the scene of an emergency within the defined level of service time.
- 2.3. **Concurrency:** Concurrency refers to the twelfth goal of the Washington State Growth Management Act¹ which requires public facilities and services necessary for public safety to be adequate to serve new development without decreasing current service levels below locally established minimum standards.
- 2.4. **Distribution:** The deployment or “distribution” of fire stations and resources across a fire service jurisdiction so that the adopted first-in drive time standard for fire and rescue resources can be achieved.

¹ Source: RCW 36.70A.020

- 2.5. **Drive Time:** The elapsed time needed for an emergency vehicle to travel to a dispatched address. Drive time begins when the wheels of a fire apparatus begin to roll in response to a dispatch and ends when the apparatus is parked at the scene of the dispatched address.
- 2.6. **Effective Response Force:** Refers to the number of resources and personnel needed to effectively provide fire or emergency medical services. The number of resources making up an effective response force varies by type of emergency.
- 2.7. **F-Box or Fire Box:** A geographic area usually a quarter section of land (1/4 mile square) that is used to define the types, numbers and locations of fire and rescue resources to be dispatched to an emergency.
- 2.8. **Fire Impact Fee:** A fee authorized under Chapter 82.02 RCW that is assessed on new development to pay a proportionate share of the costs associated with maintaining fire service concurrency inside of a jurisdiction that has adopted fire impact fees. Fire Impact fees must be adopted and authorized by the local land use authority (City of Shoreline).
- 2.9. **Fire Level of Service Fee:** A fee that is used to mitigate the direct impacts new development has upon fire services inside of a jurisdiction that has not adopted fire impact fees. Fire Level of Service Fees are consistent with the Growth Management Act and applied through the SEPA process or in cooperation with the authority having permitting jurisdiction under RCW 54.18.110.
- 2.10. **Fire Service Concurrency:** See Concurrency
- 2.11. **First-in:** Refers to the first fire and rescue resource to arrive at the scene of an emergency. Distribution performance is a measure of first-in drive time.
- 2.12. **Fractile Performance:** Refers to the percentage of time a specified performance expectation is achieved. If an emergency response drive time of five minutes is achieved on 82 of 100 responses, the fractile performance would be 82%.
- 2.13. **Full First Alarm:** Refers to the number of fire resources and personnel assigned to a specific alarm type that is capable of assembling an effective response force.
- 2.14. **Reliability:** Refers to the use of fire resource capacity. For a resource to be reliable, it must be available to answer emergency calls as least as often as the service expectation placed upon that resource. For instance, if a fire resource is expected to deliver service

at the adopted standard 90% of the time, then that resource should be available to respond to an emergency incident from its assigned fire station at least 90% of the time. Reliability levels below the adopted performance expectation indicate resource exhaustion.

- 2.15. **Resource Exhaustion:** Resource exhaustion occurs when the demand for service placed upon a fire service resource is so great, that its fractile reliability begins to fall below the adopted level of service for that resource resulting in the need for resources from fire stations farther away to respond in place of the resource experiencing exhaustion. A fire station service area experiencing regular resource exhaustion will result in longer and longer response times unless additional resources are added to the fire station serving that area to create more capacity.
- 2.16. **Response:** Response refers to the movement of firefighters and fire apparatus to the scene of an emergency request for fire or emergency medical services. The request for response is generally issued through North East King County Regional Public Safety Communication Agency (NORCOM), the 9-1-1 answering point for SFD.
- 2.17. **Standard of Cover:** Refers to the in-depth process developed by the Center for Public Safety Excellence in their accreditation process for the strategic planning of fire station and fire resource deployment. Standard of Cover is the “**Standard**” to which the fire department will deliver service based upon community descriptions and the risks within those community types.

3. Concurrency Policy Statement

- 3.1. It is the policy of the Shoreline Fire Department (SFD) to participate in the orderly growth of the community and to maintain concurrency of fire and life safety services as the community grows. Concurrency describes the ideal that service capacity of SFD shall grow with or stay concurrent with the impacts of development occurring within the service area. SFD recognizes that regional economic vitality depends upon orderly growth and supports community growth through development and is not opposed to new development.
- 3.2. However, new development and the population increase that comes with new development, has a direct impact on the ability of SFD to maintain adopted levels of service that assures adequate public safety and concurrency with development. Consequently, SFD opposes the negative impacts development imposes upon level of service performance and directs the Fire Chief to utilize the mitigation strategies found

within this document to mitigate any and all negative impacts of development that threaten concurrency by reducing service capacity below the benchmark level of service standards adopted herein.

- 3.3. The Fire Chief shall cause the evaluation of each development proposed to occur within the service area. The Chief's evaluation shall identify any adverse impacts that may affect SFD's ability to maintain adopted benchmark levels of service and the mitigation strategies necessary to maintain concurrency with development. It is the intent of SFD to recognize when adequate service capacity exists and to only impose mitigations that are rational and relational to the impacts of new development upon service capacity.

4. Purpose Statement

- 4.1. The purpose of this policy is to establish guidelines for the implementation of monetary and non-monetary mitigations appropriate to maintaining fire service concurrency within SFD's emergency response area. It is the intent to utilize the guidelines herein to mitigate the direct impacts of new development upon SFD's ability to deliver fire and life safety services in accordance with its adopted level of service standards. Further, this policy shall constitute Impact Fee, State Environmental Protection Act (SEPA) and land subdivision policy, as adopted by the Board of Commissioners of Shoreline Fire Department.

5. Consistency with other Plans and Policies:

- 5.1. To ensure that Shoreline Fire Department (SFD) will be able to meet the increasing demand for fire protection services resulting from future development and population growth, this policy utilizes the findings and conclusions of a number of plans and policies including but not limited to; Shoreline and King County Comprehensive Plans, SFD's Capital Facilities Plan, Station Location Analysis, and annual reports required by Chapter 52.33 RCW.

6. Introduction:

- 6.1. The primary responsibility of SFD is the delivery of fire and rescue services. The delivery of these services ideally originates from fire stations located throughout the service area. To provide effective service, firefighters must respond in a minimal amount of time after the incident has been reported and with sufficient resources to initiate meaningful fire, rescue, or emergency medical services.

7. The Importance of Time and Fire Service Measures

- 7.1. Time is the critical issue when an emergency is reported. Fire can expand at a rate of many times its volume per minute and as a result, quick response is critical for the rescue of occupants and the application of extinguishing agents to minimize loss. The time segment between fire ignition and the start of fire suppression activities has a direct relationship to fire loss.
- 7.2. The delivery of emergency medical services are also time critical. Survival rates for some types of medical emergencies are dependent upon rapid intervention by trained emergency medical personnel. In most cases, the sooner that trained fire or emergency medical rescue personnel arrive, the greater the chance for survival and conservation of property. The importance of time and the critical factors affected by time are discussed below in 7.3.

7.3. Fire Department Total Reflex Time Sequence

- 7.3.1. There are five components of the fire department total reflex time sequence. Each of these components is defined below:

7.3.1.1. **Dispatch time:** Amount of time that it takes to receive and process an emergency call. This includes (1) receiving the call, (2) determining what the nature of the emergency is, (3) verifying where the emergency is located, (4) determining what resources and fire department units are required to handle the call, and (5) notifying the fire department units that are to respond.

7.3.1.2. **Turnout time:** The time from when fire department units are first notified of an emergency to the beginning point of response time. This includes discontinuing and securing the activity they were involved in at time of

dispatch, traveling by foot to their apparatus, donning appropriate protective clothing and taking a seat-belted position on the apparatus.

- 7.3.1.3. **Response/Drive time:** The time that begins when the wheels of a response unit begin to roll en route to an emergency incident and ends when wheels of the response unit stop rolling upon arrival at the address of the emergency scene.
- 7.3.1.4. **Access time:** Amount of time required for the crew to move from where the apparatus stops at the address of an emergency incident to where the actual emergency exists. This can include moving to the interior or upper stories of a large building and dealing with any barriers such as locked gates, doors or other restrictions that may slow access to the area of the emergency.
- 7.3.1.5. **Setup time:** The amount of time required for fire department units to set up, connect hose lines, position ladders, and prepare to extinguish the fire. Setup time includes disembarking the fire apparatus, pulling and placing hose lines, charging hose lines, donning self-contained breathing apparatus, making access or entry into the building, and applying water. The opportunity for saving time during setup is minimal.
 - 7.3.1.5.1. Setup time also includes the time required for firefighters to deploy lifesaving equipment such as defibrillators, oxygen masks, and other rescue tools such as the jaws-of- life.

7.4. Fire Department Total Reflex Time Sequence

- 7.4.1. The term flashover refers to the most dangerous time in fire growth. As a fire grows within a room, its radiant heat is absorbed by the contents of the room heating up the combustible gases and furnishings to their ignition point until finally the entire room bursts into flame.

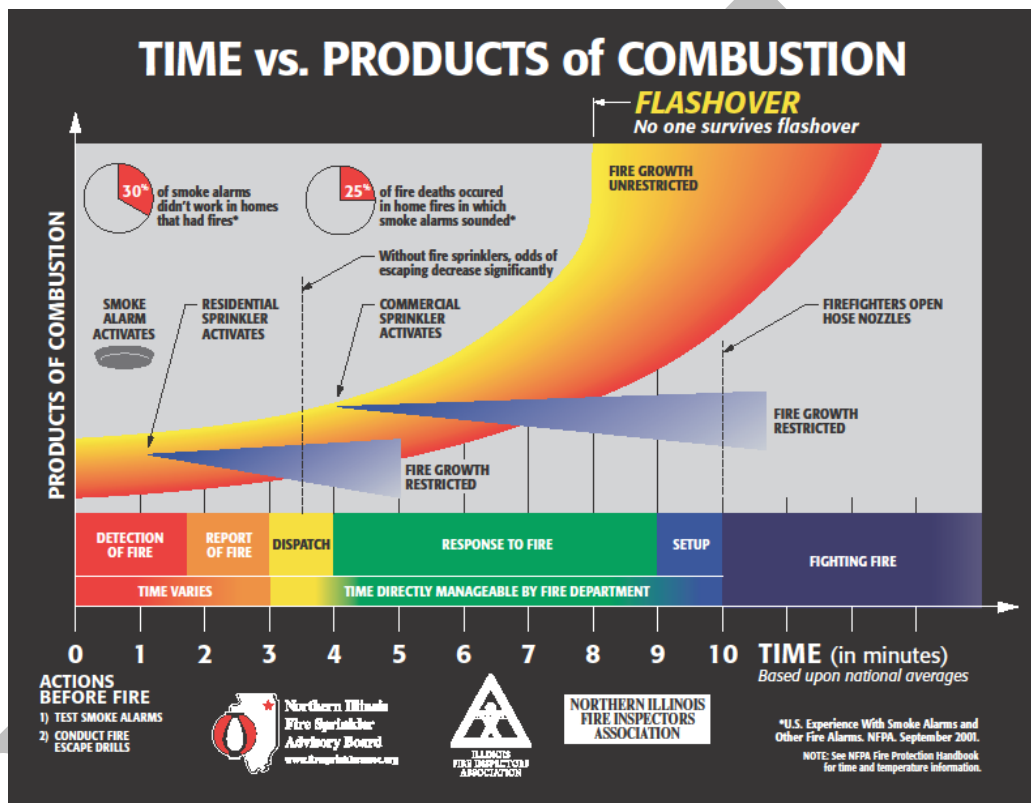
Figure 1: Photo of a Witnessed Flashover



- 7.4.2. Measuring the time to flashover is a function of time and temperature. Fire growth occurs exponentially; that is, fire doubles itself every minute of free burn that is allowed.
- 7.4.3. There are a number of factors that determine when flashover may occur. These include the type of fuel, the arrangement of the fuels in the room, room size, and so on. Because these factors vary, the exact time to flashover cannot be predicted, making quick response and rapid fire attack the best way to control fire, protect life and reduce fire loss.
- 7.4.4. Over the past 50 years, fire engineers agree that the replacement of wood and other natural products with plastics and synthetic materials for interior furnishings has resulted in increased fuel loads, higher fire temperatures and decreasing time to flashover, making quick response more important than ever. Flashover can typically occur from less than four (4) to beyond 10 minutes after free burning starts, depending upon the air or oxygen supply available to the fire.
- 7.4.5. Figure 2: Time vs. Products of Combustion, shows the progression of fire and how some time frames can be managed by the fire department and some cannot. The elapsed time from fire ignition to fire reporting varies but can be indirectly

managed through the use of remotely monitored fire alarm and suppression systems to help mitigate the growth of fire. These systems can automatically report the presence of a fire to a public safety answering point (PSAP) or 9-1-1 center. In a perfect world, all structures would be equipped with a monitored fire alarm and automatic fire sprinkler system to help reduce dispatch time and speed the arrival of fire department resources allowing firefighters to arrive at the scene when fires are smaller and more controllable.

Figure 2: Time vs. Products of Combustion



This diagram illustrates fire growth over time and the sequence of events that may occur from ignition to suppression. Depending on the size of room, contents of the room and available oxygen, flashover can occur in less than 2 or more than 10 minutes. Flashover occurs most frequently between 4 and 10 minutes.

- 7.4.6. It is important to note the significance of automatic fire sprinklers, as the above exhibit illustrates. Fire sprinklers in both residential and commercial occupancies will activate to help control a fire long before the arrival of firefighting resources. Automatic fire sprinklers control fire and buy firefighters significant time toward saving lives and minimizing loss from fire. In SFD's case, there are often too few resources available to supply a full first alarm and the effective response force resources required for a structure fire. As a result, it is typical for structure fire responses to be supplemented with mutual aid companies from other jurisdictions

that take much longer to arrive, limiting SFD's overall ability to control larger fires.

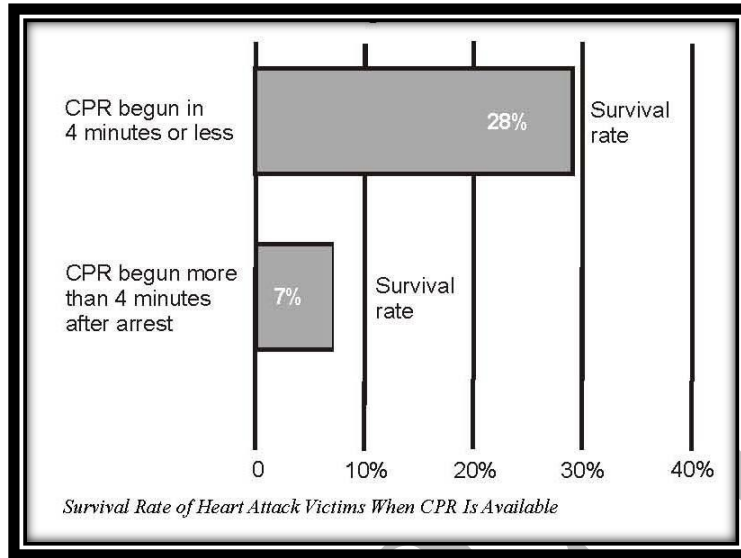
7.5. Consequences of Flashover

- 7.5.1. Once flashover occurs, it is no longer possible for survival in the room of flashover. Not even firefighters in complete protective gear can survive the intense heat of flashover. A post-flashover fire burns hotter and moves faster, compounding the search and rescue problems in the remainder of the structure at the same time that more firefighters are needed to deal with the much larger fire problem.
- 7.5.2. Because of the dramatic change in fire conditions post flashover, all fire based performance standards attempt to place fire resources on scene of a fire prior to flashover.

7.6. Brain Death in a Non-Breathing Patient

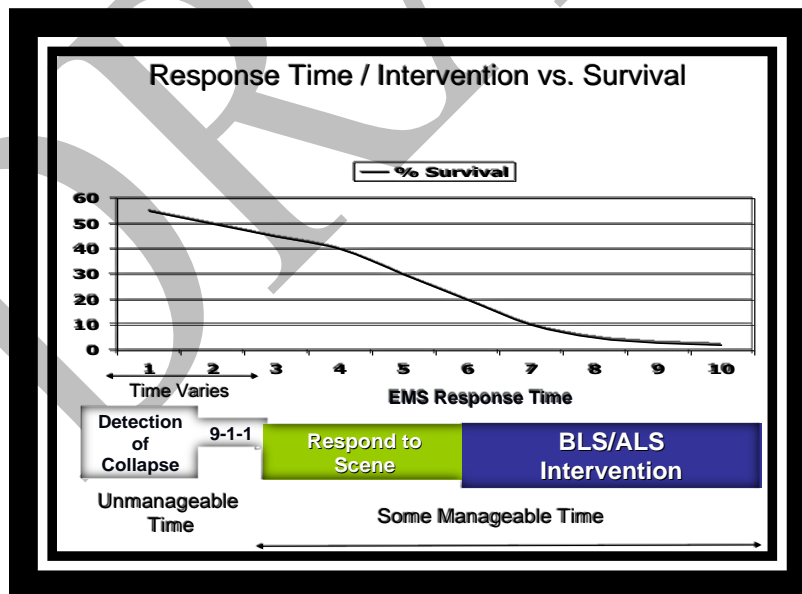
- 7.6.1. The delivery of emergency medical services (EMS) by first responders is also time critical for many types of injuries and events. If a person has a heart attack and cardiopulmonary resuscitation (CPR) is started within four minutes, that person's chances of leaving the hospital alive are almost four times greater than if they did not receive CPR until after four minutes. Exhibit 3 shows the survival rate for heart attack victims when CPR is available.

Figure 3: Cardiac Survival Rate²



7.6.2. Chances of survival are increased with the intervention of a cardiac defibrillator. All SFD units carry defibrillators. Exhibit 4 shows the survival rate of a heart attack victim with CPR and defibrillation.

Figure 4: Cardiac Survival with CPR and Defibrillation³



8. National Fire Service Standards for Performance:

² Source: National Fire Protection Association Handbook Volume 19

³ Data Source: King County Emergency Medical Services

8.1. National Fire Protection Association (NFPA) Standard 1710

8.1.1. NFPA 1710 establishes Standards for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments and contains the following time objectives:

8.1.1.1. Turnout time:

- Fire based response: 1 minute 20 seconds (80 seconds)
- Medical based response: 1 minute 00 seconds (60 seconds)

8.1.1.2. **Fire response/drive time:** Four minutes (240 seconds) or less for the arrival of the first arriving engine company and at least four (4) firefighters at a fire suppression incident and/or eight minutes (480 seconds) or less for the deployment of a full first alarm assignment of at least 14 firefighters at a fire suppression incident in a 2,000 square foot, single family residence.

8.1.1.3. First responder or higher emergency medical response/drive time:

Four minutes (240 seconds) or less for the arrival of a unit with first responder or higher-level capability and an automatic electronic defibrillator (AED) at an emergency medical incident

8.1.1.4. **Advanced life support response/drive time:** Eight minutes (480 seconds) or less for the arrival of an advanced life support unit at an emergency medical incident, where the service is provided by the fire department

8.1.1.5. The NFPA Standard 1710, states that the fire department shall establish a performance objective of not less than 90 percent for the achievement of each response time objective. NFPA 1710 also contains a time objective for dispatch time by requiring that "All communications facilities, equipment, staffing, and operating procedures shall comply with NFPA 1221." NFPA 1221 sets the performance standard for dispatch time at one (1) minute (60 seconds), 90 percent of the time.

8.1.1.6. Adding the three separate time segments together, the NFPA expects the following temporal benchmarks to be performed at least 9 out of every 10 times from receipt of a 9-1-1 call to the arrival of fire and EMS resources;

- Fire call
 - First-in Dispatch = 1:00 + Turnout = 1:20 + Drive = 4:00 = 6:20

- Full alarm Dispatch = 1:00 + Turnout = 1:20 + Drive = 8:00 = 10:20
- EMS – Basic Life Support (BLS)
 - First-in Dispatch = 1:00 + Turnout = 1:00 + Drive = 4:00 = 6:00
 - Full Alarm Dispatch = 1:00 + Turnout = 1:00 + Drive = 8:00 = 10:00
- EMS – Advanced Life Support (ALS)
 - First-in Dispatch = 1:00 + Turnout = 1:00 + Drive = 4:00 = 6:00
 - Full alarm Dispatch = 1:00 + Turnout = 1:00 + Drive = 8:00 = 10:00

8.2. Center for Public Safety Excellence Standards of Response Coverage

8.2.1. The Center of Public Safety Excellence is a consortium of the International Association of Fire Chiefs (IAFC), the International Association of Fire Fighters (IAFF), the International City/County Management Association (ICMA), the National Fire Protection Association (NFPA), the Department of Defense (DOD), and the Insurance Services Office (ISO). Together this group has established the Commission on Fire Accreditation International (CFAI) and criteria for fire departments to achieve Accredited Agency Status. Critical to achieving Accredited Agency Status is an assessment of the fire department's ability to effectively deliver service. To make this assessment, the CFAI has established a methodology for; determining the fire service risk of a community, assessing the fire department's capability compared to risk, measurement of resource capacity, and guidelines for performance standards to assess overall capabilities of a fire department. The CFAI publishes this methodology in its Standards of Cover manual.

8.2.2. The term standard of cover refers to the “standard(s)” to which a fire department runs daily operations in order to “cover” the service area of the fire department. The CFAI process for establishing a Standard of Cover has nine parts that are described below with relevant information to SFD:

- 8.2.2.1. **Existing deployment assessment:** Identifies current inventory of fire stations, apparatus and staffing. SFD's stations apparatus and staffing are found in the Capital Improvement Plan in Section 2, Inventory of Current Capital Assets.
- 8.2.2.2. **Review of Community outcome expectations:** Ultimately, level of service standards are driven by the community. SFD's standards have been adopted herein and by the City of Shoreline in their Comprehensive Plan which has undergone a public review and hearing process.
- 8.2.2.3. **Community risk assessment:** The CFAI identifies the service area definitions, and benchmarks for performance in Figure 5: Community

Definitions and Performance Expectations on the next page. SFD provides fire and life safety services to approximately 13 square miles and serves an urban community. Suburban and Rural benchmarks are also included in the following tables for comparison only.

Figure 5: Community Definitions and Performance Expectations

Urban -an incorporated or un-incorporated area with a population of over 30,000 people and/or a population density of 2,000 people per square mile				
	1st Unit	2nd Unit	Balance of 1st Alarm	Performance
Benchmark	4 minutes	8 minutes	8 minutes	90%
Suburban -an incorporated or un-incorporated area with a population of 10,000-29,999 and/or any area with a population density of 1,000 to 2,000 people per square mile.				
	1st Unit	2nd Unit	Balance of 1st Alarm	Performance
Benchmark	5 minutes	8 minutes	10 minutes	90%
Rural –an incorporated or un-incorporated area with a population less than 10,000 people, or with a population density of less than 1,000 people per square mile.				
	1st Unit	2nd Unit	Balance of 1st Alarm	Performance
Benchmark	10 minutes	14 minutes	14 minutes	90%

8.2.2.4. **Distribution of Resources:** Fire stations should be distributed so that resources deployed from them can provide coverage to the response area within the level of service (LOS) standard established for first-in fire and rescue units.

8.2.2.5. **Concentration of Resources:** Fire resources should be concentrated near high demand areas and in large enough numbers of equipment and personnel to provide an effective response force with the full first alarm assignment. Because of a lack of resources, SFD often relies on resources from neighboring fire departments to assemble an effective response force.

- 8.2.2.6. **Capacity Analysis/Reliability:** To achieve an adopted performance standard, resources must be available or “reliable” at least as often as their adopted performance expectation. Historic reliability below the adopted performance standard places the service area in “Resource Exhaustion” and creates call stacking and simultaneous calls within a specific service area. SFD is currently experiencing resource exhaustion at all three staffed stations.
- 8.2.2.7. **Historical response effectiveness studies:** The percentage of compliance the existing response system delivers based on current LOS. The 2014-2016 SFD “Benchmark” performance; Table 8 in the SFD Capital Improvement Plan, identifies historical sub-standard performance.
- 8.2.2.8. **Prevention and mitigation:** Prevention and mitigation directly impacts the level of safety for responding firefighters and the public. Using analysis of risk and looking at what strategic mitigations can be implemented may not only prevent the incident from occurring but may also minimize the severity when and if the incident ever occurs.
- 8.2.2.8.1. SFD works closely with the City of Shoreline to reduce risk by providing enforcement of the International Fire Code. This policy will provide the additional mitigations necessary to maintain fire service concurrency.
- 8.2.2.9. **Overall evaluation:** In 90 percent of all incidents, the first-due unit shall arrive within 4 minutes travel or 6 minutes 20 seconds of total reflex time which includes; dispatch, turnout and response times. The first-due unit shall be capable of advancing the first hose line for fire control, starting rescue procedures or providing basic life support for medical incidents. In a moderate risk area, an initial effective response force shall arrive within 8 minutes travel or 10 minutes 20 seconds of total reflex time, 90 percent of the time, and be able to provide a fire flow capable of matching community risk for firefighting, or be able to handle a five-patient emergency medical incident.

9. State and Local Standards

9.1. Washington State Law

9.1.1. Chapter 52.33 RCW requires fire departments with paid staff to establish Level of Service (LOS) policies and performance objectives based on the arrival of first responders with defibrillation equipment prior to brain death and the arrival of adequate fire suppression resources prior to flashover. This law recognizes the NFPA's Standard 1710 and the Commission on Fire Accreditation International's (CFAI) Standard of Cover as bases for this statute and requires a 90% performance expectation of the established LOS.

9.2. King County Standards

9.2.1. The King County Comprehensive Plan and Countywide Planning Policies are based on the concept of concurrency and require that adequate facilities and services be available or be made available to serve development as it occurs. The County Comprehensive Plan recognizes the validity of using a response time analysis in determining appropriate service levels and recognizes the central role of fire protection districts in providing those services. The King Countywide Planning Policies further state that capital facility investment decisions place a high priority on public health and safety.

9.3. City of Shoreline Response Standards

9.3.1. The Shoreline Comprehensive Plan has adopted the following fire service response standards:

9.3.1.1. Urban areas: Seven (7) minutes from time of 911 call until curbside arrival of emergency response personnel.

9.4. Level of Service (LOS) Standard

9.4.1. SFD has established benchmark performance measures following the guidelines established by the Center for Public Safety Excellence (CPSE) as published in their 9th edition of the Commission on Fire Accreditation (CFAI) Self-Assessment Manual. Benchmark performance represents industry best practices and performance below those standards can contribute to unnecessary property and life loss.

Figure 6: SFD Turnout Time Performance Objectives

Turnout Time Objectives				
Performance Type	Urban	Suburban	Rural	Performance Factor
Daytime: all alarms	2 min, 00 sec	2 min, 00 sec	2 min, 00 sec	90% of the time
Nighttime: all alarms	2 min, 30 sec	2 min, 30 sec	2 min, 30 sec	90% of the time

Figure 7: SFD Drive Time Performance Objectives

SFD Drive Time Objectives				
Performance Type	Urban	Suburban	Rural	Performance Expectation
Distribution - Benchmark	4 min, 00 sec	5 min, 00 sec	8 min, 00 sec	90% of the time
Concentration - Benchmark	8 min, 00 sec	10 min, 00 sec	14 min, 00 sec	90% of the time

Figure 8: SFD Reliability Objectives

Minimum Reliability Objectives			
Performance Type	Urban	Suburban	Rural
Minimum Peak Hour Unit Reliability	90%	90%	90%

10. Local Restriction on Level of Service

10.1. SFD has assessed its ability to deliver service in compliance with established national standards finding that current deployment will not allow the department to meet recognized standards. As a result of the level of service analysis, SFD has completed a fire station analysis with a focus on determining the optimum station location and resource deployment necessary to achieve effective response times. This study has considered the National Fire Protection Association's Standard 1710, the Center for Public Safety Excellence's (CPSE) Standard of Coverage recommendations and Chapter 52.33 RCW in establishing standards for emergency response.

11. Need for Mitigation of Development Impacts

- 11.1. SFD current fire system performance falls far short of national standards and would be considered in response failure compared to the CFAI standards. Any additional impacts posed by new development will further erode SFD's ability to deliver service at adopted standards.
- 11.2. As a result of the economic recession that began in 2009, tax revenues available to SFD were reduced because of the reduction in assessed property values. SFD is dependent upon property tax revenues generated from a levy of \$1.00 per thousand dollars of assessed real and personal property value and a recently approved Fire Benefit Charge. The declining property values, and resulting declining revenues, caused staffing reductions, delays in equipment replacements, and significant depletion of capital funds. Traditional funding of capital replacement programs has been shifted to meet operating expenses which is largely made up of salary and benefits for firefighters and other staff leaving the capital plan under-funded. A recent capital bond was passed, but it is inadequate to address current and future capital needs.
- 11.3. Unless new development can mitigate their impacts to the SFD system in accordance with this policy, SFD must oppose each and every development occurring within the SFD service area.

12. Determining Development Impacts

12.1. Concepts of Fire Service Capacity and Cascading Failure:

- 12.1.1. The deployment of fire and life safety resources such as fire engines and emergency medical vehicles is geographically based through planned selection of fire station locations. Fire station locations must be carefully chosen to allow the resource(s) deployed from these locations to reach all portions of the fire stations assigned service area within a time frame capable of providing successful outcomes for critically injured or non-breathing patients and to prevent flashover and minimize life and property loss during a structure fire.
- 12.1.2. This type of geographic deployment depends on the availability of the resources assigned to that fire station location. System failure begins to occur when the demand for these resources is increased to a point where simultaneous requests for a resource begins to commonly occur as a result of exceeding the capacity of that resource. When service demand exceeds a fire station's capacity, a resource from a fire station further away must respond in its place. The result of this situation is often referred to as cascading failure. The failure of one resource to be

available to answer emergency calls cascades to the next closest fire station resource, leaving two service areas unprotected when the covering resource vacates its assigned area to make up for lack of capacity of the failing resource. This effect continues to cascade out with a ripple effect to yet other fire stations and jurisdictions.

12.1.3. Cascading failure causes longer drive times to reach emergency scenes and as a result, it is less likely that those resources can positively affect the negative outcomes of flashover and brain death.

12.1.4. The solution to cascading failure is the addition of service capacity through the deployment of additional response resources to the fire station that is experiencing substandard reliability. The deployment of additional fire resources results in considerable expense to a community, therefore a delicate balance must be maintained to use but not exceed the service capacity of resources.

12.1.5. The Center for Public Safety Excellence refers to a fire resource's capacity in their Commission on Fire Accreditation International Standards of Cover guidelines, in terms of level of "reliability" of a fire resource. If a resource is available at least as often as the expected performance measurement, it is considered reliable.

12.1.6. SFD's ability to meet its response time standards is directly affected by resource reliability.

12.2. Components of Response:

12.2.1. SFD measures the direct impact of an individual development on system performance by determining the development's impact on service capacity and fire department response times. Fire department response times have two primary measures. First is the arrival time of the initial arriving "first-in" or distribution resource. Second is the arrival of all resources needed to effectively mitigate the incident which is referred to as the "Effective Response Force" (ERF) or concentration of resources. The ERF is also commonly referred to as the full first-alarm assignment. An initial arriving resource can begin to render aid or perform other necessary tasks as a component of the ERF but cannot resolve the incident alone. An ERF for a life threatening medical call requires two or more fire resources and a structure fire requires five or more fire resources. The additional resources of the ERF must respond from greater distances than the first-in resource therefore the first-in and ERF have two separate performance expectations.

12.3. Effect of Development on Fire System Performance:

- 12.3.1. Each additional development impacts service capacity affecting the reliability and the temporal performance of fire service resources. Where service capacity exists to accommodate the impacts of new development, mitigations should be reduced accordingly to allow new development credit for the existing capacity. However, service capacity or resource reliability must be carefully measured to assess the reliability and response performance of both first-in and full first alarm ERF resources.
- 12.3.2. It is important to understand whether a new development is placed nearer to or farther from a fire station, its use of service capacity will have a negative effect on the fire service systems performance.
- 12.3.3. Mitigations necessary to maintain fire service concurrency is not dependent on geographical location within a fire station's service area, but on the fact that each development consumes service capacity. This negatively affects reliability and response performance. Those developing property close to an existing fire station directly impact the system by reducing resource reliability for those developments that are more distant.

12.4. Mitigation Actions Required:

- 12.4.1. SFD's limited capital funding and resources has caused the need to adopt standards that establish levels of service below nationally recognized benchmark standards and as a result, all new development has a direct impact on the SFD's service capacity.
- 12.4.2. When system inadequacies exist, the impact of each new development will have an unacceptable direct impact on SFD's ability to provide service. Each new development shall be reviewed to determine whether it will further impact the following identified service deficiencies. Mitigation shall be required if any one or more of the following performance deficiencies listed below exist within the service area of the proposed development:
 - 12.4.2.1. Historical performance data shows arrival time for first-in unit response times exceed the adopted Level of Service standard.
 - 12.4.2.2. Historical performance data shows arrival time of full first alarm units exceed the adopted Level of Service standard.

- 12.4.2.3. Historical performance data shows fractile reliability of first in units is equal to or less than 5% more than the adopted Level of Service on a 24 hour basis, or equal to or less than the adopted standard during peak demand hours.
- 12.4.2.4. Historical performance data shows fractile reliability of Full First Alarm resources is equal to or less than 5% more than the adopted Level of Service during peak demand hours.
- 12.4.2.5. Historical data shows evidence that more than one mutual-aid company has been consistently relied upon to provide an Effective Response Force to the area of proposed development.
- 12.4.2.6. Less than 1,500 gallons of fire flow is available when any residential structure to structure spacing is less than 15 feet from any part of another structure.

12.5. Mitigation Options:

12.5.1. Selected mitigation measures should be relational to the risk imposed by the development. Time is the critical issue in the delivery of fire and emergency medical services. Mitigation measures should be appropriate and adequate to achieve a level of public safety that would be equivalent to SFD's achievement of response time standards.

12.5.1.1. SFD staff may utilize, but not be limited to the options listed below and/or any State or locally adopted building code set, and any NFPA or other recognized standard to mitigate the impacts of new development upon the ability of SFD to deliver service.

12.5.1.2. Installation of automatic fire sprinkler systems to provide onsite fire control until SFD response units can arrive on scene.

12.5.1.2.1. All automatic fire sprinkler systems shall comply with NFPA 13.

12.5.1.2.1.1. Flow through or "Multi-Purpose" systems may be allowed in one and two family structures upon approval of the Fire Marshal representing Shoreline or the authority having jurisdiction.

- 12.5.1.3. Installation of monitored alarm and alerting systems to provide early alerting to SFD.
- 12.5.1.4. Installation of fire walls or other building separations to reduce fire flow and/or firefighting resource requirements.
- 12.5.1.5. Use of alternate construction materials to reduce chance of fire spread between structures.
- 12.5.1.6. Installation of intercom systems in multi-family housing to assist evacuation and sheltering in place.
- 12.5.1.7. Addition of access enhancements such as secondary access points, fire lanes, ambulance parking spaces etc.
- 12.5.1.8. Installation of incident reduction features such as grab bars in senior and disabled housing units.
- 12.5.1.9. Installation of monitored medical alarms.
- 12.5.1.10. Installation of alarm monitored defibrillators in public areas of multi-family housing, places of assembly, and public buildings.
- 12.5.1.11. Impact Fees.
- 12.5.1.12. Level of Service Fees.

13. Developer Agreements Required

13.1. Developer agreements are required for all developments occurring within the SFD service area. SFD and the development applicant shall enter into a mitigation agreement that clearly identifies all mitigation required to maintain fire service concurrency.

13.1.1. Exceptions:

- 13.1.1.1. Where the development occurs within the City of Shoreline and impact fees are the only mitigation required an agreement may not be necessary when utilizing the City of Shoreline's policies will ensure collection of impact fees necessary to maintaining fire service concurrency.

- 13.1.1.2. When all mitigation requirements are included as plat notes into the approved and permitted land use plans, a mitigation agreement may not be required.

13.2. **Basis for Calculating Impact and Level of Service Fees:**

- 13.2.1. **Boundaries:** As a point of reference, SFD boundaries at time of adoption of this policy shall be used as a determinant or benchmark as to the extent of capacity of service according to SFD's adopted response time standards. This policy may be applied to all or administratively defined areas of SFD.
- 13.2.2. **Property Categories:** Properties are grouped by two basic categories, residential, and commercial. Residential properties shall include both single-family and multifamily units. Commercial property shall be those property uses that would otherwise be classified as industrial, business, retail sales and services, wholesale sales, storage, assisted care facilities and hospital and medical facilities.
- 13.2.3. **Capital Improvements (C&E):** SFDs Capital Improvement Plan identifies the resources and revenue needed to provide adequate service and maintain public health and safety over a 20 year planning cycle. Each year an updated Six Year Capital Improvement Plan shall be adopted to serve as the basis for updating construction and equipment costs and impact and level of service fees. The C&E costs identified in Appendix A for the impact fee computation reflects only projects that can be attributed to the impact of new development.
- 13.2.4. **Fire Department Service Demand:** Past demand for fire department services to property categories identified above, shall be used to predict future service level demand to those property types. The percentage of service use by new development and its impact on SFD Service Levels shall be used to determine appropriate and relational contributions for each property type (see Appendix A, Res/Com Split). Needed expenditures for improvements identified in the SFD Capital Improvement Plan will be the basis for determining the construction and equipment costs (C&E) which are used in calculating impact fees and level of service contributions.
- 13.2.5. **Usage Factor:** The specific use of fire services by land use category. Use factors are based on actual call rates. (see Appendix B)
- 13.2.6. **ERF (Effective Response Force) Factor:** The minimum amount of staffing and equipment that must reach a specific emergency location within the maximum

adopted level of service time capable of fire suppression, EMS and/or other incident mitigation.

- 13.2.7. **Projected Development:** The 20 year development capacity analysis found in SFD's Capital Improvement Plan will be the basis for SFD calculations of future dwelling units and future square-footage of commercially developed properties.

14. Mitigation Methodology and Fee Application:

14.1. New Development Assessment:

14.1.1. Impact Fees & Mitigations

- 14.1.1.1. In areas where fire service impact fees have been adopted in support of SFD by the authority having jurisdiction to permit building and land uses, each new proposed development will have a capacity analysis completed to determine the system wide impacts the proposed development will have on fire concurrency within the SFD service area.
- 14.1.1.2. System impacts will be assessed utilizing SFDs Mitigation Assessment Worksheet. (See Appendix B)
- 14.1.1.3. Impact fees will be calculated and determined by applying the appropriate formula found in Appendix A.
- 14.1.1.4. SFD staff will determine appropriate non-fee mitigations that will provide adequate protection necessary to provide fire service concurrency to the proposed development.
- 14.1.1.5. SFD staff shall consider developer submitted alternate mitigations and fee amounts presented in a study that provides acceptable alternatives to the mitigations found in this policy.
- 14.1.1.6. If a developer builds a residential structure in the Residential 1 classification and installs a sprinkler system, then the reduction in the impact fee will be commensurate with at least the equivalent amount paid for the fire suppression portion of the impact fee.

14.1.2. Impact & Level of Service Fees & Mitigations

- 14.1.2.1. In areas where fire service impact fees have not been adopted in support of SFD by the authority having jurisdiction to permit building and land uses, each new development when proposed, and upon notice of application, shall have their direct impacts assessed and their appropriate mitigation options determined.
 - 14.1.2.2. SFD shall pursue all appropriate mitigations necessary to maintain public safety and fire service concurrency through the provisions provided by the Growth Management Act (GMA), State Environmental Protection Act (SEPA), Washington State subdivision codes, and the adopted land use regulations in the authority having jurisdiction.
 - 14.1.2.3. Direct impacts will be assessed utilizing SFDs Mitigation Assessment Worksheet. (See Appendix B)
 - 14.1.2.4. Appropriate Level of Service Contribution fees will be calculated and determined by applying the formula found in Appendix A
 - 14.1.2.5. SFD staff will determine appropriate non-fee mitigations that will provide adequate protection necessary to provide fire service concurrency to the proposed development.
- 14.1.3. Impact and Level of Service Fee Reduction:
- 14.1.3.1. Where automatic fire sprinklers are voluntarily installed in single-family residential occupancies, a reduction equal to 30% of the impact or level of service fee shall serve to mitigate the costs of needed EMS and rescue resources. If the sprinklers are required as part of code requirements or law, the reduction does not apply. Additional reductions shall be applied as identified on the SFD Service Capacity Analysis worksheet in Appendix B.
- 14.1.4. Fee Payment Policy:
- 14.1.4.1. Payment of impact fees within the City of Shoreline will be collected by the City of Shoreline at time of permitting or as defined by a required development agreement. Impact or level of service fees shall be based on the most recently adopted formula and fees. Any fees paid later than required shall be subject to interest at a rate of one (1) percent per month.

- 14.1.4.2. All impact fees and level of service contributions collected shall be held by SFD in a reserve account used to fund SFD's Capital Improvement Plan. If impact fees are not utilized within ten years of receipt or five years of receipt for level of service fees, a refund will be issued to the developer with interest.
- 14.1.4.3. In all cases, it is SFD's intent to collect impact and level of service fees in a manner consistent with this section. However, in an interest to work with developers in as fair and equitable fashion as possible, SFD staff shall use the following guidelines for negotiating payment schedules.
- 14.1.4.3.1. Residential fee payment:
- 14.1.4.3.1.1. Collection of all residential impact and level of service fees shall be collected at the time of building permit issuance and level of service fee payments should occur at the time of final platting or prior to the start of construction. In extenuating circumstances the following payment option may be exercised. Any fees received late from any payment option will be subject to interest penalties of one (1) percent per month.
- 14.1.4.3.1.2. Fire impact and level of service fees can be deferred to be paid within three business days of the issuance of a certificate of occupancy for the structure that the fee was to be paid for. The consideration of this option will be at the discretion of the SFD Board of Commissioners.
- 14.1.4.3.1.3. In jurisdictions where fire impact fees have been implemented, fees shall be collected in compliance with the jurisdiction's municipal code.
- 14.1.4.3.2. Commercial fee payment:
- 14.1.4.3.2.1. Collection of all commercial impact and level of service fees shall be collected at the time of building permit issuance by the authority having jurisdiction and level of service fee amounts should occur at time of final platting or prior to the start of construction.
- 14.1.4.3.2.2. In jurisdictions where fire impact fees have been implemented, fees shall be collected in compliance with the jurisdiction's municipal code.

- 14.1.4.3.3. Fee Exempt Properties:
- 14.1.4.3.4. Existing structures retained and incorporated into a new subdivision of land.
- 14.1.4.3.5. Square footage of the same type of new construction equal to the percentage of square footage of existing structures to be redeveloped.
- 14.1.4.3.6. Agreements:
- 14.1.4.3.7. All mitigation agreements between SFD and developers shall be recorded as a lien against the property of the proposed development unless the developer agrees to include all mitigation requirements specified in the agreement in the approved plat notes. Upon receipt of payment, SFD shall promptly notify the appropriate authority having jurisdiction and remove any encumbrances recorded against the appropriate property.
- 14.1.4.3.8. SFD Funding Participation: There is currently an identified need for additional fire and life safety facilities and equipment in SFD. SFD will share in the expense of needed resources as outlined in Table 16, 20 Year Cost/Funding Plan, found in Section 6 of the SFD Capital Improvement Plan, and in the following manner:
 - 14.1.4.3.8.1. SFD will be directly responsible for the percentage of construction and equipment costs beyond the growth share determined for new developments.
 - 14.1.4.3.8.2. SFD will contribute shortages as a result of loss of, or default on collections of impact and level of service fees.
 - 14.1.4.3.8.3. Estimated revenues are never fully realized from development and SFD will need to supplement shortages.
 - 14.1.4.3.8.4. SFD will contribute the actual construction and other costs exceeding original estimates.
 - 14.1.4.3.8.5. Payment of unanticipated costs associated with implementing the SFD Capital Improvement Plan.

14.1.4.3.8.6. Advancing funds for the project before total collection of impact fee or level of service contributions.

14.1.4.3.8.7. Management of this policy, and the Capital Improvement Plan.

15. Assurance of Adequate Provisions for Public Safety:

15.1. The safety and welfare of current and future residents of SFD is of paramount concern to SFD. It is recognized that this policy may have limitations and may not provide definitive guidance for effective mitigation of direct development impacts on SFD's service capacity in all cases.

15.2. It is not the intent of this policy to limit SFD's staff in making decisions outside of this policy where those decisions and mitigation options serve the intent of maintaining concurrency with development and protecting SFD's service capacity, making rational and relational mitigation requests appropriate to the level of risk, and protecting the safety of the public and firefighters in a fair and consistent manner.

16. Policy Review and Adjustment:

16.1. At least annually, this Policy will be reviewed and amended as necessary. Amendments shall be made consistent with the annual revision of the six (6) year Capital Improvement Plan and shall be approved through a resolution of SFD's Board of Fire Commissioners.

Appendix A

APPLICATIONS OF LEVEL OF SERVICE FORMULAS

LOS Formula Calculation

Land Use Type	System-Wide C&E	New Dev C&E	Res/Com Share	Res/Com Split	Projected Development 2018 - 2037	Cost Per Unit	Measure of Impact by Development	Adjustment	Impact & LOS Contribution Fee Amount
Residential									
Residential 1 (Low Risk)	\$41,217,424	\$21,354,000	64%	\$13,666,560	5,000 units	\$2,733.31	100%	20%	\$2,187 per dwelling unit
Residential 2 (High Risk)	\$41,217,424	\$21,354,000	64%	\$13,666,560	5,000 units	\$2,733.31	87%	20%	\$1,895 per dwelling unit
Commercial									
Commercial 1 (Low Risk)	\$41,217,424	\$21,354,000	36%	\$7,687,440	1,500,000 sq ft	\$5.12	66%	20%	\$2.69 per sq ft
Commercial 2 (Medium Risk)	\$41,217,424	\$21,354,000	36%	\$7,687,440	1,500,000 sq ft	\$5.12	42%	20%	\$1.73 per sq ft
Commercial 3 (High Risk)	\$41,217,424	\$21,354,000	36%	\$7,687,440	1,500,000 sq ft	\$5.12	132%	20%	\$5.42 per sq ft

LOS Formula Definitions

- **Land Use Type:**
Defines the land use types and structure uses upon which Impact and Level of Service Fees are assessed. For a complete breakdown of what types of structures are in each group refer to Table A-1.
- **System-Wide C&E:**
The construction and equipment costs for the 20 year time span of SFD's Capital Improvement Plan
- **New Dev C&E:**
The construction and equipment costs for the 20 year time span of SFD's Capital Improvement Plan specific to the impacts of new development.
- **Res/Com Share:**
Percentage of annual emergency responses by property type; Residential = 64%, Commercial = 36%
- **Res/Com Split:**
The corresponding amount of the New Development Construction and Equipment to the Residential/Commercial share.
- **Projected Development:**
Defines the number of new units or square feet projected to be constructed within the SFD service area between 2018 and 2037.

- **Cost Per Unit:**
Is the cost per dwelling unit or square footage associated with residential or commercial land use.
- **Measure of Impact By Development:**
Index to compare emergency response shares, usage factor, and effective response force requirements for each type of development, using Residential 1 as the reference point. This variable accounts for the proportionate impact each type of development has on the system.
- **Adjustment:**
Adjustment to account for the fact that you cannot rely solely on impact fees for the cost of development
- **Impact and LOS Contribution Fee Amount:**
This amount represents the maximum fee to be paid by new development for each specific property type. This fee might be reduced if existing fire service capacity is adequate to serve the new development.

Table A-1

Land Use Category/Description	ERF	Land Use Category/Description	ERF
Residential 1	1.0	Commerical 2	2.5
Single family house (includes townhouse and duplex)		Movie theater	
Mobile home park		Warehouse	
Residential 2	1.3	Health/fitness club	
Apartment (includes accessory dwelling unit)		School (public or private)	
Condominium		Junior/community college	
Hotel/Motel		Church	
Commerical 1	2.0	Day care center	
Light industrial		Library	
Manufacturing		Medical office	
Mini-warehouse		Commerical 3	3.0
General office		Senior housing	
State motor vehicles dept		Continuing care retirement	
United States post office		Hospital	
General retail & personal services (includes shopping center)		Industrial	
Car sales			
Supermarket			
Convenience market-24 hr			
Discount supermarket			
Pharmacy/drugstore			
Bank			
Restaurant			
Fast food restaurant			
Coffee/donut shop			
Quick lube shop			
Gas station			
Automated car wash			

Service Capacity Credit Criteria

Single Family Residential Fee Reduction Factors:*

Historical data shows first in station response area meets LOS	= 15%
Historical data shows F-Box of development meets first in LOS	= 10%
First in station reliability data meets peak hour standard	= 15%
If fire flow is $\geq 1,500$ GPM or spacing between structures is > 15 feet	= 15%
Historical data shows full first alarm reliability meets peak call volume standard	= 15%
Automatic sprinkler system installed (single-family only)	= 30%
Historical data shows full first alarm ERF meets LOS standard to F-Box	= 40%

*Accumulated discounts cannot exceed the LOS contribution amount and cumulative discounts cannot be used as credits to be transferred.

Multi-Family and Commercial/Industrial Reduction Factors:

Historical data shows first in station response area meets LOS	= 15%
Historical data shows F-Box of development meets first in LOS	= 10%
First in station reliability data meets peak hour standard	= 10%
Historical data shows full first alarm reliability meets peak call volume standard	= 15%
Historical data shows full first alarm ERF meets LOS standard to F-Box	= 50%



Appendix B

Service Capacity Analysis for New Single-Family Residential Development

Date of Analysis: _____ Project Permit # _____

Project Address: _____ Land Parcel # _____

Fire Box Location: _____ Fire Box Performance: 1st In _____% ERF _____%

1st in Station _____ Peak Hour Reliability _____% 1st in Area Performance _____%

Fire ERF Required _____ ERF Pick List _____, _____, _____, _____, _____

ERF Reliability _____% _____% _____% _____% _____% _____%

Capacity Allowance Calculator:

1 st in response area meets LOS	_____ = 15%	_____%
F-Box development meets first in LOS	_____ = 10%	_____%
1 st in reliability meets peak hour standard	_____ = 15%	_____%
Fire flow ≥1,500 GPM or structure spacing > 15 feet	_____ = 15%	_____%
1st alarm reliability meets peak hour standard	_____ = 15%	_____%
Sprinklers installed	_____ = 30%	_____%
1st alarm ERF meets LOS standard to F-Box	_____ = 40%	_____%
Total Capacity Allowance		_____%

Total Fee Calculation:

Full SFR Impact Fee Rate = _____
 SFR units in development _____ x _____
 Total impact fee amount _____

Impact fee to be assessed:

Total impact fee _____ x capacity allowance _____ = \$_____

Service Capacity Analysis for New, Non Single-Family Residential Development



Date of Analysis: _____ Project Permit # _____

Project Address: _____ Land Parcel # _____

Fire Box Location: _____ Fire Box Performance: 1st In _____% ERF _____%

1st in Station _____ Peak Hour Reliability _____% 1st in Area Performance _____%

Fire ERF Required _____ ERF Pick List _____, _____, _____, _____, _____, _____, _____,

ERF Reliability _____% _____% _____% _____% _____% _____% _____%

Capacity Allowance Calculator:

1 st in response area meets LOS	_____ = 15%	_____
F-Box development meets first in LOS	_____ = 10%	_____
1 st in reliability meets peak hour standard	_____ = 10%	_____
1st alarm reliability meets peak hour standard	_____ = 15%	_____
1st alarm ERF meets LOS standard to F-Box	_____ = 50%	_____
Total Capacity Allowance		_____

Impact fee category and rate:

Multi Family _____	Impact fee rate per square foot _____
Commercial/Industrial _____	Impact fee rate per square foot _____
Hospital/Medical/Civic _____	Impact fee rate per square foot _____
Assisted Care _____	Impact fee rate per square foot _____

Total fee calculation:

Full impact fee rate	=	_____
Square footage of development	x	_____
Total impact/LOS amount	\$	_____

Impact fee to be assessed:

Total impact/LOS amount _____ x capacity allowance _____ = \$ _____

ORDINANCE NO. 791

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON
ADDING A NEW CHAPTER TO TITLE 3 REVENUE AND FINANCE,
CHAPTER 3.75 IMPACT FEES FOR FIRE, AND ADDING A NEW
SECTION 3.01.017 FIRE IMPACT FEES TO CHAPTER 3.01 FEE
SCHEDULES OF THE SHORELINE MUNICIPAL CODE.**

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

WHEREAS, fire protection services within the City of Shoreline are provided by the Shoreline Fire Department, a fire protection district organized under RCW Title 52; and

WHEREAS, pursuant to RCW 82.02.050, a proportionate share of the cost of system improvements for fire protection facilities may be assessed on new growth and development through an impact fees for such system improvements; and

WHEREAS, with the adoption of Ordinance No. 802, the City has amended the Capital Facilities Element of the Comprehensive Plan to incorporate by reference the Shoreline Fire District's *Capital Facilities and Equipment Plan 2018-2037* so as to support the imposition of fire impact fees as authorized by RCW 82.02; and.

WHEREAS, the Shoreline Fire Department has prepared the *Mitigation and Level of Service Policy for Fire Service Concurrency 2018* which utilizes methodologies for calculating the maximum allowable impact fees that are consistent with the requirements of RCW 82.02.060(1); and

WHEREAS, the Shoreline Fire Department has requested that the Shoreline City Councils adopt a fire impact fee program to address the additional demand and need created by new residential and commercial growth and development in the City of Shoreline on fire protection facilities; and

WHEREAS, the City Council finds that building permits issued by the City are the specific development approval of a development activity in the City that can create additional demand and need fire protection facilities; and

WHEREAS, the City Council finds that new residential and commercial growth and development should pay a proportionate share of the cost of the system improvements for fire protection facilities needed to serve such new growth and development and, therefore, desires to provide funding for fire protection facilities through the imposition of fire impact fees; and

WHEREAS, the City Council finds that it is in the public interest and consistent with the intent and purposes of the Growth Management Act, chapter 36.70A RCW,

and the relevant provisions of chapter 82.02 RCW, for the City to adopt fire impact fees which are uniform to the greatest extent practicable; and

WHEREAS, the purpose and intent of this new section is to authorize the collection of impact fees for fire protection facilities; and

WHEREAS, the City Council has considered the entire public record, public comments, written and oral, and considered the proposed amendments at its regularly scheduled meetings on October 30, 2017 and November 20, 2017;

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

Section 1. Amendment to Title 3 Revenue and Finance. A new chapter, Chapter 3.75 *Impact Fees for Fire*, is added to Title 3 as set forth in Exhibit 1 to this Ordinance.

Section 2. Amendment to Title 3 Fee Schedules. A new section, SMC 3.01.017 *Fire Impact Fees*, is added to chapter SMC 3.01 Fee Schedules as set forth in Exhibit 2 to this Ordinance.

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

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

Section 5. Publication and Effective Date. A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect on January 1, 2018.

PASSED BY THE CITY COUNCIL ON NOVEMBER 20, 2017

Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Margaret King
City Attorney

Date of Publication: , 2017
Effective Date: , 2017

Chapter 3.75

IMPACT FEES FOR FIRE PROTECTION FACILITIES

Sections:

- 3.75.010 Purpose and Authority.
- 3.75.020 Interlocal Agreement.
- 3.75.030 Capital Improvement Plan and Annual Report.
- 3.75.040 Definitions.
- 3.75.050 Establishment of service area.
- 3.75.060 Collection of impact fees.
- 3.75.070 Independent fee calculations.
- 3.75.080 Exemptions.
- 3.75.090 Credits.
- 3.75.100 Impact fee accounts - Administration
- 3.75.110 Use of impact fees.
- 3.75.120 Appeals.
- 3.75.130 Existing authority unimpaired.

3.75.010 Purpose and Authority.

The purpose of this chapter is to ensure that adequate fire protection facilities are available to serve new growth and development within the city; that such growth and development pay a proportionate share of the costs for those facilities; and that this chapter is administered consistently and fairly. This chapter is authorized pursuant to chapter 36.70A RCW and chapter 82.02 RCW, as those chapters now exist or are amended.

3.75.020 Interlocal agreement.

As a condition of the city's authority to adopt fire impact fees pursuant to chapter 36.70A RCW and chapter 82.02 RCW, the city and the Shoreline Fire Department shall enter into an interlocal agreement governing the administration of the fire impact fee program. The interlocal agreement shall describe the relationship and liabilities of the parties and shall speak to the process for the collection, distribution, expenditure, and reporting of fire impact fees. No impact fee shall be collected by the city until an interlocal agreement has been approved and fully executed by the city and the Fire Department.

3.75.030 Capital Improvement Plan, Rate Schedule, and Annual Report.

A. Capital Improvement Plan. No later than March 31 of each year, the Fire Department shall submit to the city's Planning and Community Development Department an updated capital

facilities and equipment plan satisfying the requirements of RCW 36.70A.070(3) and containing a six-year financing plan for needed fire protection facilities. The city shall review the plan for possible adoption in conjunction with the city’s comprehensive plan docket for that year or amendment of the city’s budget.

B. Rate Schedule. No later than September 1 of each year, the Fire Department shall submit to the city’s Administrative Services Department any modification to the impact fee rate from the prior year. The city shall review the proposed rates for possible adoption in conjunction with the city’s budget.

C. Annual Report. No later than January 31 of each year, the Fire Department shall submit to the City Council a report on fire impact fees for the previous year. The report shall detail, at a minimum, the amount of impact fees collected, the source of those impacts fees, the capital improvements which were financed, in whole or in part, by the impact fees, credits awarded, and any refunds issued.

3.75.040 Definitions.

For purposes of this chapter, if not defined below, the definitions of words and phrases set forth in SMC 1.05.050, Chapter 20.20 SMC, and RCW 82.02.090 shall apply to this chapter or they shall be given their usual and customary meaning.

“Applicant” is any person, collection of persons, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation obtaining a building permit. “Applicant” includes an applicant for an impact fee credit.

“Building permit” means written permission issued by the city empowering the holder thereof to construct, erect, alter, enlarge, convert, reconstruct, remodel, rehabilitate, repair, or change the use of all or portions of a structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

“Capital facilities and equipment plan” means the most current Shoreline Fire Department’s capital improvement plan adopted by the Board of Fire Commissioners that contains all of the elements required by RCW 36.70A.070(3) and incorporated by reference in the city’s comprehensive plan.

“Capital facilities plan” means the capital facilities element of the city’s comprehensive plan adopted pursuant to Chapter 36.70A RCW, and such plan as amended.

“Encumbered” means impact fees identified by the Shoreline Fire Department as being committed as part of the funding for a fire protection facility for which the publicly funded share has been assured or building permits sought or constructions contracts let.

“Fire Chief” means the Shoreline Fire Department’s duly authorized by Department’s Board of Fire Commissioners as the administrative head of the Fire Department.

“Fire protection facilities” means fully equipped fire stations, administrative offices, training facilities, maintenance facilities, and other specialized facilities necessary for the timely arrival of fire and emergency medical services, fire suppression equipment, and the staff necessary to delivery emergency response services within the city.

“Impact fee” means a payment of money imposed upon development as a condition of development approval to pay for fire protection facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for fire protection facilities, that is a proportionate share of the cost of such facilities, and that is used for such facilities that reasonably benefit the new development. An impact fee does not include a reasonable permit fee or application fee. An impact fee does not include the administrative fee for collecting and handling impact fees, for impact fee estimates, for reviewing independent fee calculations, or for impact fee deferrals.

“Impact fee account” means a separate accounting structure within the City’s or the Fire Department’s established accounts which identify separately earmarked funds and which shall be established solely for the fire impact fees that are collected. The accounts shall be established pursuant to SMC 3.75.100, and shall comply with the requirements of RCW 82.02.070, as it now exists or as amended.

“Independent fee calculation” means the impact fee calculation, studies and data submitted by an applicant to support the assessment of a fire impact fee other than by the use of the rates published in SMC 3.01.017(A), or the calculations prepared by the Fire Chief where none of the fee categories or fee amounts in SMC 3.01.017(A) accurately describe or capture the impacts on fire protection facilities of the development authorized by the building permit.

“Interlocal Agreement” means the agreement between the City and the Shoreline Fire Department governing the operation of the fire impact fee program and describing the relationship, duties, and liabilities of the parties.

“Level of Service” means the qualitative measure adopted by the Shoreline Fire Department’s Board of Fire Commissioners to analyze the delivery for fire protections services based on acceptable performance measures and standards as set forth in the Fire Department’s Mitigation and Level of Service Policy.

“Mitigation and Level of Service Policy” means the policy adopted by the Shoreline Fire Department Board of Fire Commissioner’s establishing guidelines for the implementation of mitigations appropriate to maintaining fire service concurrency within the Fire Department’s service area.

“Owner” means the owner of record of real property, although when real property is being purchased under a real estate contract, the purchaser shall be considered the owner of the real property if the contract is recorded.

“Project improvements” means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan adopted by the Fire Department’s Board of Fire Commissioners shall be considered a project improvement.

“Shoreline Fire Department” means the Shoreline Fire Department, a fire protection district organized and operating pursuant to RCW Title 52 and providing fire protection to the City of Shoreline.

“System improvements” means fire protection facilities that are included in the Shoreline Fire Department’s *Capital Facilities and Equipment Plan* and are designed to provide service to the community at large, in contrast to project improvements.

3.75.050 Establishment of service area.

The city hereby establishes, as the service area for fire impact fees, the city of Shoreline, including all property located within the corporate city limits. The service area is hereby found to be reasonable and established on the basis of sound planning for fire protection facilities and consistent with RCW 82.02.060.

3.75.060 Collection of impact fees.

A. The city shall collect impact fees for fire protection facilities, based on the rates provided by the Fire Department and adopted in SMC 3.01.017, from any applicant seeking a building permit unless specifically exempted in SMC 3.75.070. The city shall also collect an administrative fee from the applicant as provided in SMC 3.01.017(B).

B. When an impact fee applies to a building permit for a change of use of an existing building, the impact fee shall be the applicable impact fee for the land use category of the new use, less any impact fee paid for the immediately preceding use. The preceding use shall be determined by the most recent legally established use based on a locally owned business license and development permit documents.

1. For purposes of this provision, a change of use should be reviewed based on the land use category that best captures the broader use or development activity of the property under development or being changed. Changes of use and minor changes in tenancies that are consistent with the general character of the building or building aggregations (i.e., “industrial park,” or “specialty retail”), or the previous use, shall not be considered a change of use that is subject to an impact fee.

2. If no impact fee was paid for the immediately preceding use, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the immediately preceding use.

ATTACHMENT C – Exhibit 1

Ordinance 791 – Exhibit 1

Shoreline Municipal Code Chapter 3.75 IMPACT FEES FOR FIRE PROTECTION FACILITIES

3. If the calculated impact fee is a negative amount, the applicant will not be required to pay impact fees nor will the applicant be compensated by the city for a negative impact fee.

C. For mixed use developments, impact fees shall be imposed for the proportionate share of each land use, based on the applicable measurement in the impact fee rates in SMC 3.01.017(A).

D. Impact fees shall be estimated at the time the complete application for a building permit is submitted using the impact fee rates then in effect. Except as provided in Section 3.75.050(F), impact fees shall be due and payable before the building permit is issued by the city.

E. Applicants allowed credits pursuant to SMC 3.75.080 shall submit documentation from the Fire Department setting forth the credits allowed prior to building permit issuance. Credits shall be applied at the time of impact fee collection unless otherwise authorized by the Fire Department.

F. Single-Family Residential Deferral Program. An applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment until final inspection or 18 months from the date of original building permit issuance, whichever occurs first. Deferral of impact fees are considered under the following conditions:

1. An applicant for deferral must request the deferral no later than the time of application for a building permit. Any request not so made shall be deemed waived.

2. For the purposes of this deferral program, the following definitions apply:

a. “Applicant” includes an entity that controls the applicant, is controlled by the applicant, or is under common control with the applicant.

b. “Single-family residence” means a permit for a single-family dwelling unit, attached or detached, as defined in SMC 20.20.016.

3. To receive a deferral, an applicant must:

a. Submit a deferred impact fee application and acknowledgment form for each single-family attached or detached residence for which the applicant wishes to defer payment of the impact fees;

b. Pay the applicable administrative fee;

c. Grant and record at the applicant’s expense a deferred impact fee lien in a form approved by the city against the property in favor of the city in the amount of the deferred impact fee that:

i. Includes the legal description, tax account number, and address of the property;

ii. Requires payment of the impact fees to the city prior to final inspection or 18 months from the date of original building permit issuance, whichever occurs first;

- iii. Is signed by all owners of the property, with all signatures acknowledged as required for a deed and recorded in King County;
 - iv. Binds all successors in title after the recordation; and
 - v. Is junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.
4. The amount of impact fees deferred shall be determined by the fees in effect at the time the applicant applies for a deferral.
5. Prior to final inspection or 18 months from the date of original building permit issuance, the applicant may pay the deferred amount in installments, with no penalty for early payment.
6. The city shall withhold final inspection until the impact fees have been paid in full. Upon receipt of final payment of impact fees deferred under this subsection, the city shall execute a release of deferred impact fee lien for each single-family attached or detached residence for which the impact fees have been received. The applicant, or property owner at the time of release, shall be responsible for recording the lien release at his or her expense.
7. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection.
8. If impact fees are not paid in accordance with the deferral and in accordance with the term provisions established herein, the city may institute foreclosure proceedings in accordance with Chapter 61.12 RCW.
9. Each applicant for a single-family attached or detached residential building permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals under this section for the first 21 single-family residential construction building permits.
10. The city shall collect an administrative fee from the applicant seeking to defer the payment of impact fees under this section as provided in SMC 3.01.017(B).

3.75.060 Independent fee calculations.

A. If, in the judgment of the Fire Chief, none of the fee categories set forth in SMC 3.01.017(A) accurately describes or captures the impacts of a new development on fire protection facilities, the Fire Chief may conduct an independent fee calculation and the Fire Chief may impose alternative fees on a specific development based on those calculations. The alternative fees and the calculations shall be set forth in writing and shall be provided to the applicant and to the City prior to building permit issuance.

B. An applicant may opt not to have the impact fees determined according to the fee structure in SMC 3.01.017, in which case the applicant shall prepare and submit to the Fire Chief an independent fee calculation for the development for which a building permit is being sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. An independent fee calculation shall use the same methodology used to establish impact fees adopted pursuant to SMC 3.01.017.

The Fire Chief shall consider the documentation and any other additional documentation requested in order to analyze the independent fee calculation. The Fire Chief is authorized to adjust the impact fees on a case-by-case basis based on the independent fee calculation, the specific characteristics of the development, and/or principles of fairness. The fees or alternative fees and the calculations therefor shall be set forth in writing and shall be provided to the applicant and to the City prior to building permit issuance. The city shall collect an administrative fee from the applicant seeking to an independent fee calculation under this section as provided in SMC 3.01.017(B).

3.75.070 Exemptions.

The following shall be exempted from the payment of all fire impact fees:

1. Alteration or replacement of an existing residential structure that does not create an additional dwelling unit or change the type of dwelling unit.
2. Miscellaneous improvements which do not generate increased need for fire protection facilities, including, but not limited to, fences, walls, residential swimming pools, and signs.
3. Demolition or moving of a structure.
4. Properties that have undergone prior State Environmental Policy Act (SEPA), chapter 43.21C RCW, review and received a final decision that includes mitigation requirements on the condition that the SEPA mitigation obligation has or will be fulfilled by the time the impact fees, if applicable, would be due.
5. Any development that creates insignificant and/or temporary additional impacts on any fire protection facility.
6. Any city capital improvement projects.

3.75.080 Credits.

A. Upon determination of a complete building permit application, the city shall forward the application to the Fire Department which will assess any credits that are to be given as provided in this section, or any other section or applicable law. The Fire Chief shall forward his/her written determination to the City prior to building permit issuance.

1. An Applicant installing a residential fire sprinkler system in a single-family residence shall be entitled to a thirty percent (30%) credit for impact fees as provided in RCW 82.02.100(2).

2. An Applicant may be entitled to a credit or credits based on service capacity criteria developed by the Fire Department as set forth in the Mitigation and LOS Policy. If the calculated credit results in the impact fee being a negative amount, the Applicant will not be required to pay impact fee nor will the Applicant be compensated by the city of the Fire Department for a negative impact fee. Total credits are based on an individual building permit application and may not be transferred to another application.

B. An Applicant may request that a credit or credits for impact fees be awarded to that Applicant for the total value of system improvements, including dedications of land and improvements, past payments for system improvements, and/or construction provided by the applicant. The application for credits shall be presented by the Applicant on forms to be provided by the City and shall include the content designated in such forms. The Fire Chief shall review the request and notify the Applicant and the City in writing prior to building permit issued if any impact fee credit will be awarded.

D. Any claim for a credit under this provision must be received by the City prior to issuance of the building permit. The failure to timely file such a claim shall constitute an absolute bar to later request any such credit.

3.75.100 Impact fee accounts – Administration

A. The city shall establish a separate impact fee account for the fire impact fees collected on behalf of the Fire Department pursuant to this chapter. Funds along with any interest earned shall be distributed to the Fire Department from this account in accordance with the Interlocal Agreement.

B. The Fire Department shall establish a separate impact fee account for the fire impact fees collected on its behalf and distributed to it by the City. The Fire Department shall be solely responsible for expending or encumbering distributed fire impact fees in accordance with the applicable provisions of chapter 82.02 RCW, as it now exists or is amended, and in refunding impact fees that have not been expended or encumbered and any interest earned. The Fire Department shall establish procedures for refunds consistent with RCW 82.02.080, as it now exists or is amended.

3.75.110 Use of impact fees.

A. Impact fees collected by the city on behalf of the Fire Department:

1. Shall be used for fire protection facilities system improvements that will reasonably benefit the new development authorized by the building permit;
2. Shall not be imposed to make up for deficiencies in fire protection facilities; and
3. Shall not be used for maintenance, asset preservation, or operation.

B. The Fire Department shall be solely responsible for ensuring that the fire impact fees collected by the City on its behalf are administered pursuant to the applicable provisions of chapter RCW 82.02 RCW, as it now exists or is amended.

3.75.120 Appeals.

Unless the Fire Department establishes an appeal process, determinations and decisions by the Fire Department and/or Fire Chief made in regards to this chapter may be appealed by an applicant pursuant to the procedures for a Type B administrative decision as set forth in Chapter 20.30 SMC, Subchapter 4. The Fire Department shall be solely responsible for defending an appeal and all costs related to such an appeal.

3.75.130 Existing authority unimpaired.

Nothing in this chapter shall preclude the city, on behalf of the Fire Department, from requiring the applicant or the proponent of a development authorized by a building permit to mitigate adverse environmental impacts of a specific development pursuant to the SEPA, Chapter 43.21C RCW, based on the environmental documents accompanying the building permit process, and/or Chapter 58.17 RCW, governing plats and subdivisions. Such mitigation shall not duplicate the impact fees charged under this chapter.

ORDINANCE NO. 791

Attachment C - Exhibit 2

ADDING A NEW SECTION 3.01.017 FIRE IMPACT FEES TO SMC CHAPTER 3.01 FEE SCHEDULES

SMC 3.01.017 Fire Impact Fees

A. Rate Table	
Use Category	Impact Fee
Residential	
Single-Family Residential	\$2,187.00 per dwelling unit
Multi-Family Residential	\$1,895.00 per dwelling unit
Commercial	
Commercial 1	\$2.69 per square foot
Commercial 2	\$1.73 per square foot
Commercial 3	\$5.42 per square foot

B. Administrative Fees	
1. Administrative Fee – All applicable projects	Hourly rate, 1 hour minimum \$193.00
2. Administrative fee – Impact fee estimate/preliminary determination	Hourly rate, 1 hour minimum \$193.00
3. Administrative fee – Independent calculation	Hourly rate, 1 hour minimum \$193.00
4. Administrative fee – Deferral program	Hourly rate, 1 hour minimum \$193.00
<p>All administrative fees are nonrefundable. Administrative fees shall not be credited against the impact fee. Administrative fees applicable to all projects shall be paid at the time of building permit issuance. Administrative fees for impact fee estimates or preliminary determination shall be paid at the time the request is submitted to the city. Administrative fees for independent fee calculation shall be paid prior to issuance of the Fire Department's determination.</p>	

Fire Protection Impact Fee Comparisons by Selected Cities

City	Fee	Unit Type	Source
Residential Impact Fees			
Enumclaw	2,383.13	SFDU	City Fee Schedule Table
Enumclaw	2,383.13	MFDU	City Fee Schedule TABLE
Shoreline	2,187.00	SFDU	SFD 2017 Mitigation & LOS Policy
Shoreline	1,895.00	MFDU	SFD 2017 Mitigation & LOS Policy
Kent	1,741.29	SFDU	2015 ordinance
Kent	1,639.21	MFDU	2015 ordinance
Maple Valley	1,593.34	SFDU	2017 Fee Schedule
Woodland	1,530.00	SFDU	2005 ordinance
Woodland	1,426.00	MFDU	2005 ordinance
Tukwila	1,200.00	MFDU	2012 ordinance
Maple Valley	1,150.75	MFDU	2017 Fee Schedule
Issaquah	1,055.26	MFDU	2006 ordinance
DuPont	940.87	DU	2004 ordinance
Tukwila	922.00	SFDU	2012 ordinance
Issaquah	769.41	SFDU	2006 ordinance
Renton	718.56	DU	2016 ordinance
Sedro Woolley	644.00	SFDU**	2016 ordinance
Pacific	493.00	SFDU	2006 ordinance
Camas	460.00	SFDU**	1992 ordinance
Zillah	368.00	SFDU**	2016 ordinance
Mill Creek	365.00	EDU *	2009 ordinance
Lynden	360.00	SFDU	2008 ordinance
Auburn	306.47	MFDU	2016 fee schedule
Auburn	290.13	SFDU	2016 fee schedule
Burlington	253.73	DU	2015 ordinance
Lynden	212.00	MFDU	2008 ordinance
Stanwood	200.00	SFDU	2016 fee schedule
Bothell	196.86	DU	BMC 21.16.130
Redmond	195.76	MFDU	2016 ordinance
Mount Vernon	152.00	DU	2013 ordinance
Stanwood	150.00	MFDU	2016 fee schedule
Battle Ground	147.00	MFDU	2005 ordinance
Battle Ground	145.00	SFDU	2005 ordinance
Redmond	138.43	Mobile Homes	2016 ordinance
Redmond	115.90	SFDU	2016 ordinance
Redmond	97.88	Residential Suites	2016 ordinance
Bellingham	0.00	not applicable	No Fire Impact Fee
Burien	0.00	not applicable	No Fire Impact Fee
Edmonds	0.00	not applicable	No Fire Impact Fee
Kenmore	0.00	not applicable	No Fire Impact Fee
Kirkland	0.00	not applicable	No Fire Impact Fee
Lacey	0.00	not applicable	No Fire Impact Fee
Lakewood	0.00	not applicable	No Fire Impact Fee
Lynnwood	0.00	not applicable	No Fire Impact Fee
Olympia	0.00	not applicable	No Fire Impact Fee
Puyallup	0.00	not applicable	No Fire Impact Fee
Sammamish	0.00	not applicable	No Fire Impact Fee
Woodinville	0.00	not applicable	No Fire Impact Fee

Non-Residential Impact Fees			
Auburn	\$0.09 - 17.59	Sq Ft Non-Res	2016 fee schedule
Issaquah	\$0.25 - 11.88	Sq Ft Non-Res	2006 ordinance
Shoreline	\$1.73 - 5.42	Sq Ft Non-Res	SFD 2017 Mitigation & LOS Policy
Bothell	\$0.02 - 3.49	Sq Ft Non-Res	BMC 21.16.130
Renton	\$0.12 - 8.04	Sq Ft Non-Res	2016 ordinance
Tukwila	\$0.13 - 1.62	Sq Ft Non-Res	2012 ordinance
Kent	\$0.81 - 1.61	Sq Ft Non-Res	2015 ordinance
Maple Valley	\$0.61 - 1.72	Sq Ft Non-Res	2017 Fee Schedule
Redmond	\$0.02 - 0.19	Sq Ft Non-Res	2015 ordinance
Anacortes	1.00	Sq Ft Non-Res	City Fee Schedule
Woodland	0.51	Sq Ft Non-Res	2005 ordinance
Battle Ground	0.50	Sq Ft Non-Res	2005 ordinance
Pacific	0.50	Sq Ft Non-Res	2006 ordinance
Camas	0.40	Sq Ft Non-Res	1992 ordinance
Enumclaw	0.35	Sq Ft Non-Res	City Fee Schedule Table
Sedro Woolley	0.28	Sq Ft Non-Res	2016 ordinance
Stanwood	0.25	Sq Ft Non-Res	2016 fee schedule
Burlington	0.22	Sq Ft Non-Res	2015 ordinance
Mount Vernon	0.22	Sq Ft Non-Res	2013 ordinance
Lynden	0.20	Sq Ft Non-Res	2008 ordinance
Zillah	0.16	Sq Ft Non-Res	2016 ordinance
DuPont	0.06	Sq Ft Non-Res	2004 ordinance
Bellingham	0.00	not applicable	No Fire Impact Fee
Burien	0.00	not applicable	No Fire Impact Fee
Edmonds	0.00	not applicable	No Fire Impact Fee
Kenmore	0.00	not applicable	No Fire Impact Fee
Kirkland	0.00	not applicable	No Fire Impact Fee
Lacey	0.00	not applicable	No Fire Impact Fee
Lakewood	0.00	not applicable	No Fire Impact Fee
Lynnwood	0.00	not applicable	No Fire Impact Fee
Olympia	0.00	not applicable	No Fire Impact Fee
Puyallup	0.00	not applicable	No Fire Impact Fee
Sammamish	0.00	not applicable	No Fire Impact Fee
Woodinville	0.00	not applicable	No Fire Impact Fee

* Equivalent Dwelling Unit

Legend:

Shoreline Fire Department - Recommendation

October 26, 2017

Fire Impact Fees
Attachment E

Level of Service Policy Formula Calculation and Fee Amounts

Land Use Type	System-Wide C&E	New Dev C&E	Res/Com Share	Res/Com Split	Projected Development 2018 - 2037	Cost Per Unit	Measure of Impact by Development	Adjustment	Impact & LOS Contribution Fee Amount
Residential									
Residential 1 (Low Risk)	\$41,217,424	\$21,354,000	64%	\$13,666,560	5,000 units	\$2,733.31	100%	20%	\$2,187 per dwelling unit
Residential 2 (High Risk)	\$41,217,424	\$21,354,000	64%	\$13,666,560	5,000 units	\$2,733.31	87%	20%	\$1,895 per dwelling unit
Commercial									
Commercial 1 (Low Risk)	\$41,217,424	\$21,354,000	36%	\$7,687,440	1,500,000 sq ft	\$5.12	66%	20%	\$2.69 per sq ft
Commercial 2 (Medium Risk)	\$41,217,424	\$21,354,000	36%	\$7,687,440	1,500,000 sq ft	\$5.12	42%	20%	\$1.73 per sq ft
Commercial 3 (High Risk)	\$41,217,424	\$21,354,000	36%	\$7,687,440	1,500,000 sq ft	\$5.12	132%	20%	\$5.42 per sq ft

Land Use Types and Structures that are Applicable to Impact and Level of Service Fees

Land Use Category/Description	ERF
Residential 1	1.0
Single family house (includes townhouse and duplex)	
Mobile home park	
Residential 2	1.3
Apartment (includes accessory dwelling unit)	
Condominium	
Hotel/Motel	
Commercial 1	2.0
Light industrial	
Manufacturing	
Mini-warehouse	
General office	
State motor vehicles dept	
United States post office	
General retail & personal services (includes shopping center)	
Car sales	
Supermarket	
Convenience market-24 hr	
Discount supermarket	
Pharmacy/drugstore	
Bank	
Restaurant	
Fast food restaurant	
Coffee/donut shop	
Quick lube shop	
Gas station	
Automated car wash	

Land Use Category/Description	ERF
Commercial 2	2.5
Movie theater	
Warehouse	
Health/fitness club	
School (public or private)	
Junior/community college	
Church	
Day care center	
Library	
Medical office	
Commercial 3	3.0
Senior housing	
Continuing care retirement	
Hospital	
Industrial	

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ordinance No. 803 – Amendments to the Model Traffic Ordinance		
DEPARTMENT:	Public Works		
PRESENTED BY:	Kendra Dedinsky, City Traffic Engineer		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

The City of Shoreline, by Ordinance No. 27, adopted by reference the Washington Model Traffic Ordinance, chapter 308-330 WAC, thereby establishing non-criminal traffic infraction provisions. These provisions were subsequently codified as [Chapter 10.05](#) of the Shoreline Municipal Code (SMC) Model Traffic Ordinance.

The existing Model Traffic Ordinance does not explicitly prohibit parking within dedicated bus, bike, or turn lanes. New dedicated bike lanes have recently been established on multiple roadways throughout the City as part of the Bike Plan Implementation Project. In addition, the Aurora Improvement Project established a continuous bus and turn lane along the Aurora Avenue corridor. The completion of these projects has highlighted the need for amendments to the Model Traffic Ordinance to support enforceability of necessary parking restrictions along these new facilities.

The existing ordinance also lacks specific definition of the maximum allowable time that a vehicle can remain parked within City Right of Way. Staff recommends setting a 72 hour time limit for which cars can remain parked before moving. This time limit is consistent with most other jurisdictions in the region and will therefore maintain consistency with driver expectation. Some jurisdictions include in their regulations how far a vehicle must move in order to restart the 72 hour limit. At this time, staff is not recommending setting a specific distance that a vehicle must move. If Council feels that a 'move distance', such as "vehicles must move to a different block", should be included in the regulations, additional language can be included in the proposed ordinance.

Proposed Ordinance No. 803 (Attachment A) amends the Model Traffic Ordinance by providing clarity and an additional enforcement tool for regulating parking by explicitly prohibiting parking within designated bike, bus, and/or turn lanes. In addition, the proposed amendment specifically defines the maximum amount of time a vehicle can remain parked within City Right of Way. Tonight, Council will discuss proposed Ordinance No. 803, which is schedule to be brought back to Council for adoption on October 30, 2017.

RESOURCE/FINANCIAL IMPACT:

The proposed amendment has no direct financial impact to the City.

RECOMMENDATION

No Council action is required at this time. Staff recommends that Council discuss the proposed amendments and determine if additional information is needed for consideration. Proposed Ordinance No. 803 is scheduled to be brought back to Council for adoption on November 13, 2017.

ATTACHMENT:

Attachment A: Proposed Ordinance No. 803

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

ORDINANCE NO. 803

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING SHORELINE MUNICIPAL CODE 10.05 MODEL TRAFFIC CODE TO PROHIBIT PARKING IN BICYCLE LANES, TRANSIT LANES, AND DEDICATED TURN LANES AND TO LIMIT THE PERIOD OF TIME A VEHICLE MAY BE PARKED ON A STREET OR MUNICIPAL PROPERTY.

WHEREAS, on July 10, 1995, the City of Shoreline, by Ordinance No. 27, adopted by reference Washington's Model Traffic Ordinance, chapter 308-330 WAC, thereby establishing non-criminal traffic infraction provisions; and

WHEREAS, these provisions were subsequently codified as chapter 10.05 SMC Model Traffic Ordinance; and

WHEREAS, SMC 10.05.030(B) amends WAC 308-330-462 which pertains to vehicle stopping, standing, and parking to reflect local preferences; and

WHEREAS, RCW 46.61.570(2), which is adopted by referenced in WAC 308-330-462, authorizes the City to impose a time limit or parking restrictions upon roadways under the City's jurisdiction; and

WHEREAS, given the addition of bicycle lanes, transit (bus) lanes, and dedicated turn lanes through public works projects that have altered existing parking along the public right-of-way, SMC 10.05.030(B) needs to be amended to prohibit parking within these areas; and

WHEREAS, the parking of vehicles on a street or municipal property for an extended period of time is contrary to the public interest as it can result in negative effects in the surrounding community;

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

Section 1. Amendment. Shoreline Municipal Code 10.05.030(B) is amended as follows:

B. WAC 308-330-462 is amended to read as follows:

WAC 308-330-462 RCW sections adopted – Stopping, standing, and parking. The following sections of the Revised Code of Washington (RCW) pertaining to vehicle stopping, standing, and parking as now or hereafter amended are hereby adopted by reference as a part of this chapter in all respects as though such sections were set forth herein in full: RCW 46.08.185, 46.61.560, 46.61.575, 46.61.581, 46.61.582, 46.61.583, 46.61.585, 46.61.587, and 46.61.590.

1. RCW 46.61.570 is adopted with the following amendments:

(1) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

(a) Stop, stand, or park a vehicle:

(i) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;

(ii) On a sidewalk or street planting strip;

(iii) Within an intersection;

(iv) On a crosswalk;

(v) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;

(vi) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;

(vii) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;

(viii) On any railroad tracks;

(ix) In the area between roadways of a divided highway including crossovers;

(x) At any place where official signs prohibit stopping or parking;

(xi) On public right-of-way unless said vehicle displays current and valid registration tabs properly mounted in accordance with RCW 46.16.010(1);

(xii) Within the same block to avoid a time limit regulation specified in that particular area, except as provided in RCW 46.61.582 and 46.61.583;

(xiii) Park a commercial vehicle which is more than 80 inches wide overall on any arterial, street or alley in residentially zoned areas as defined in SMC 20.40, Subchapter 1 or on streets or arterials abutting residentially zoned areas between the hours of midnight and six a.m.;

(xiv) Directly adjacent to a curbside, next to clearly visible residential mail boxes between 10:00 a.m. and 3:00 p.m. on any day of scheduled mail delivery by the United States Postal Service; ~~and~~

(xv) In public locations under circumstances which constitute an unauthorized vehicle;

(xvi) Within a bicycle lane, which is that portion of the paved section of the roadway designated by official signs or markings by the city for the movement of bicycles on the roadway;

(xvii) Within a transit priority lane designated by official signs or markings by the city as a bus only lane except to execute a right turn or to yield to emergency vehicles;

(xviii) Within a dedicated turn lane, which is that portion of the paved section of the roadway designated by official signs or markings by the city for the purpose of making a right or left turn at an intersection or to a side road; and

(xiv) On any street or other municipal property for a period of time longer than seventy-two (72) hours, unless an official posted sign provides a shorter period of time, or unless otherwise provided by law.

(5) It shall be unlawful to use a vehicle for human habitation on or in any public right-of-way or parking area. "Human habitation" means the use of a vehicle for sleeping, setting up housekeeping or cooking.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

Section 3. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any person or situation.

Section 4. Publication and Effective Date. A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON NOVEMBER 13, 2017.

Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney

Date of Publication:

Effective Date:

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Update on Implementation of Climate Action Plan and Selecting 2018-2020 Priority Recommendations		
DEPARTMENT:	Planning & Community Development		
PRESENTED BY:	Miranda Redinger, AICP; Senior Planner, P&CD		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

Council adopted the Climate Action Plan (CAP) in September 2013, thereby committing to reducing greenhouse gas (GHG) emissions 25% by 2020, 50% by 2030, and 80% by 2050 (below 2007 levels). Appendix A of the CAP contained 45 recommendations for how to meet these reduction targets. One purpose of this staff report is to update Council on progress of implementing these recommendations.

In September 2015, Council discussed Priority Recommendations to implement the CAP and determined that staff would pursue the following initiatives during the 2016-2019 timeframe:

- Adoption of Living Building Challenge Ordinance and other incentives for “net zero” development (this became the Deep Green Incentive Program);
- Examining feasibility of District Energy or Combined Heat and Power in areas that are likely to undergo redevelopment, including the light rail station subareas, Aurora Square, and Town Center; and
- Conducting a Solarize campaign, including streamlining permitting for solar panels, exploring adoption of Solar-Ready regulations, and building on partnerships with local educational, professional, and non-profit organizations dedicated to increasing solar power generation in Shoreline.

All of these initiatives are on track to be completed (along with an update to the City’s “forevergreen” website) by the end of 2017. Therefore, another purpose of this discussion is to get Council direction about the next set of priority recommendations to implement in the 2018-2020 timeframe.

RESOURCE/FINANCIAL IMPACT:

Implementation of priority recommendations will have implications for annual budgets and staff work plans. The City Manager’s Proposed 2018 Budget includes \$80,000 to support Shoreline’s certification as the first Salmon Safe City in Washington State.

RECOMMENDATION

Staff recommends the following 2018-2020 projects:

- Achieve citywide Salmon Safe certification (2018);
- Explore expanding green building regulations to commercial zoning (2018);
- Encourage retrofits of existing buildings to use water and energy more efficiently, and to fuel-switch from heating oil and natural gas to electric heat pump or other less carbon-intensive technologies (2019); and
- Implement recommendations from the District Energy Feasibility Study (2020).

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

BACKGROUND

Sustainability and Climate Action

Since the 2008 adoption of the City's [Environmental Sustainability Strategy](#), Shoreline has positioned itself to be a regional and national leader on how local governments can work to reduce the potential severity of climate change. Other City initiatives that have focused on environmental sustainability and climate action include:

- Analysis of City and Community Carbon Footprints ([2009](#) and [2012](#));
- Launching of the [forevergreen](#) indicator tracking website (2012);
- Adoption of the [Climate Action Plan](#) (2013);
- Adoption of [King County-City Climate Collaboration \(K4C\) Joint Letter of Commitments](#) (2014);
- Development of [Carbon Wedge Analysis](#) and Strategies (2015);
- Completion of significant capital projects with a variety of climate and other benefits, such as the construction of a LEED Gold certified City Hall (2010) and the Aurora Avenue Corridor project (completed in 2016);
- Promoting transit-oriented development and multi-modal transportation systems through subarea planning for light rail stations (2013-2016);
- Adoption of a [Deep Green Incentive Program](#) to encourage development of green buildings that meet the most stringent certification standards available (2017); and
- Adoption of [Resolution No. 418](#)- Joining the Puget Sound Regional Climate Preparedness Collaborative (2017).

Council Goals and Priority Recommendations

On September 14, 2015 Council moved from authorizing new stand-alone strategies and plans that outlined how to create an environmentally sustainable community and reduce greenhouse gas emissions to prioritizing recommendations for implementation over multi-year periods. The [staff report](#) from that meeting describes the aforementioned 2016-2019 Priority Recommendations.

Council also received additional information about District Energy and Solarize campaigns at their [February 1, 2016 meeting](#).

At their March 3, 2017 retreat, Council amended Goal #2 to state:
Improve Shoreline's infrastructure to continue the delivery of highly-valued public services:

- *Action Step #5- Implement the 2016-2019 Priority Environmental Strategies, including adoption of incentives for environmentally sustainable buildings, exploration of district energy, update of the City's "forevergreen" website, and continued focus on effective storm-water management practices including restoration of salmon habitat.*

DISCUSSION

Implementation of Climate Action Plan Recommendations

Council received an update on the 2016-2019 Priority Recommendations as part of the larger July 24, 2017 update on [implementation of light rail station subarea plans](#). That evening, they also received more detailed information about the draft [District Energy Feasibility Study](#). The final feasibility study is slated for Council discussion on December 11, 2017.

Council has not previously received an update on the rest of the CAP recommendations. A full list, short description, and implementation status for each of these recommendations is included in Attachment A.

In order to be able to quantify progress, the status of implementation has been categorized as follows:

Complete- The recommendation has been implemented.

In Process- The recommendation is currently underway and will be completed.

On-Going- The recommendation is currently underway, but is a continuous process of improvement.

No Progress- No work has been done.

The number and percentage of all recommendations by category is:

Complete- 11 recommendations; 24% of total.

In Process- 3 recommendations; 7% of total.

On-Going- 21 recommendations; 47% of total.

No Progress- 10 recommendations; 22% of total.

Overall, this means that **78%** of the recommendations are either complete, in process, or on-going.

Priority Recommendations for 2018-2020

In order to continue the momentum for implementing the CAP; reducing greenhouse gas emissions; and supporting environmental, social, and economic sustainability, staff is recommending the following projects for 2018-2020:

- Achieve citywide Salmon Safe certification (2018);
- Explore expanding green building regulations to commercial zoning (2018);
- Encourage retrofits of existing buildings to use water and energy more efficiently, and to fuel-switch from heating oil and natural gas to electric heat pump or other less carbon-intensive technologies (2019); and
- Implement recommendations from the District Energy Feasibility Study (2020).

Citywide Salmon Safe Certification

[Salmon Safe](#) became part of the discussion during development of the Deep Green Incentive Program (DGIP). Salmon Safe offers a series of peer-reviewed certification and accreditation programs linking site development land management practices with the protection of agricultural and urban watersheds. Through the DGIP, it was adopted as a companion certification for the International Living Future Institute's Net Zero

Energy Building program. This dual certification would require a project to consider both energy and storm-water solutions that would make it equivalent to other Tier 3 DGIP certification options.

As part of the DGIP discussion, Ellen Southard gave a [presentation](#) to the Planning Commission during their March 2, 2017 meeting and also gave a [Speakers Series presentation](#) to the public on June 8, 2017. These presentations included information about how the City of Portland certified their entire park system and other municipal operations to become the first Salmon Safe City.

The Planning Commission was particularly intrigued by this option and recommended that Shoreline consider citywide certification. Staff from Planning, Public Works, and Parks met with Salmon Safe staff to learn more about what certification would entail with regard to the City's parks system, trail projects, the removal of the Hidden Lake dam, and other options. Salmon Safe outlined options for certification of individual projects, certification of the parks system, or citywide certification. Staff forwarded the citywide certification option to be considered for the 2018 budget.

Green Building Requirements for Commercial Zones

Another topic that arose out of the DGIP discussion, and the conversation about lifting the moratorium on public storage facilities, was whether the City should consider mandating a level of green building in commercial projects. Through adoption of standards for the Mixed-Use Residential zoning designations in the light rail station subareas, the City required a mandatory Built Green 4-Star level of certification.

When the City lifted the moratorium on public storage, Council required that these projects be Leadership in Energy and Environmental Design (LEED) certified. During the [December 12, 2016](#) meeting where this was decided, Councilmember Salomon cited the City's carbon reduction goals as the reason for this recommendation. Mayor Roberts suggested that all buildings in the city should potentially achieve LEED certification. Councilmember McGlashan inquired about what this would entail and Director Markle said that additional research and cost analysis would need to be completed. Deputy Mayor Winstead said that she supported adding an analysis of LEED Certification requirements for new buildings to the City's Work Plan.

During the DGIP discussions, one certification program that was considered, but not included in the final incentive package, was [Passive House](#). Zack Semke, an architect and Passive House Institute U.S. Board member, gave a [presentation](#) to the Planning Commission at their March 16, 2017 meeting. The Commission was very interested in this option, but determined that it was not as "deep green" as the other certification programs being considered under the incentive package.

When the DGIP was being discussed at Council, Councilmember Scully commented that while he appreciated that the City was offering incentives for the most stringent certification systems available, given the pace and scale at which Shoreline's building stock needs to become more energy efficient in order to meet GHG reduction commitments, he hoped that the City could also support programs that may be more easily attainable. One opportunity to do that could be to participate in the recently

issued "[20 by 2020 Challenge](#)", the goal of which is to have 20 Passive House projects of 20,000 square feet or larger, under construction in King County by 2020.

Based on these Council conversations and regional opportunities, staff proposes adding consideration of expanding green building mandates beyond the light rail station subareas into commercial zoning, and also adding certification program options that would be equivalent to Built Green 4-Star. Staff's initial thoughts are that this would include adding Passive House and LEED Gold (in addition to Built Green 4-Star) to certification options in MUR zones, and to also require one of these certifications in commercial zones.

At this point, the 2018 budget does not include a request for funding to study financial impacts to projects based on a potential green building mandate in commercial zones, but it is anticipated that staff could answer most questions by talking with other jurisdictions and certification agencies. If Council would like detailed cost analysis for a theoretical project, money would need to be allocated for this task.

Retrofit Program for Existing Buildings

Providing incentives and mandates for new building energy efficiency is a critical step in reducing the carbon-intensity of local building stock, but only a small percent of this stock is new construction. Most of Shoreline's buildings were constructed prior to 1970 and could benefit from retrofits like new windows, more insulation, more efficient appliances, and other upgrades. Unfortunately, there are not a lot of agencies or businesses that offer testing and retrofit packages in the region, but there are opportunities to work with the Shoreline Community College, utility providers, homeowners, and partner agencies to support a retrofit program.

As mentioned in the draft District Energy Feasibility Study, Oil Free Washington (www.oilfreewashington.enhabit.org/), recently convened a focused, short-term coalition of city planners, policy makers, utility partners, and carbon analysts to support Enhabit's efforts to eliminate residential heating oil in Washington State. The City of Shoreline was represented in the coalition during the initial phase, which worked to develop:

- A model policy and 2-5 year implementation plan to successfully transition residences off of home heating oil.
- Agreement on a regional baseline for carbon impacts of residential oil-heating and lower carbon alternatives.
- Inform and develop an assistance program from the Carbon Reduction Incentive Fund (CRIF).
- Create an incentive plan for King County cities, with the goal to ultimately promote the program throughout the state.

The main focus of the project was to encourage property owners to convert from oil furnace heating, which Shoreline has a higher percentage of than most King County cities, to more sustainable options like electric heat pumps. Yet it is possible that the results of this work could create meaningful incentives and public education materials to promote heat pumps as an attractive alternative to both heating oil and natural gas.

Potential components of a retrofit and/or fuel-switching program could include:

- Partnering with Oil Free Washington or Spark Northwest (formerly NW SEED) to offer a Solarize-type campaign for switching out oil furnaces to electric heat pumps;
- Partnering with Seattle City Light and/or Puget Sound Energy to promote their incentive programs related to energy efficiency;
- Partnering with the Shoreline Community College [Clean Energy Technology](#) program to develop a local energy efficiency audit program; and
- Promoting available options at the Shoreline Planning & Community Development department's annual Home Improvement Workshops.

District Energy Feasibility

The draft District Energy Feasibility study presented to Council at the July 24, 2017 meeting contained five actions steps that could facilitate future viability of DE:

1. No Use of Combustion or Natural Gas Heating in New Buildings
2. Increased Energy Efficiency in New Buildings
3. Retrofit Existing Buildings for Greater Energy Efficiency and to Fuel-Switch from Combustion/Natural Gas Heating
4. Utilize Onsite Renewable Energy
5. Develop District Energy and Combined Heat and Power Systems

While some of these actions are related to the previous priority recommendations, the final feasibility study that will be presented to Council on December 11, 2017 will include more "fleshed-out" proposals. Staff recommends that the City begin implementation of some of these items in 2020, including the potential create incentives for sewer heat recovery in larger-scale development projects.

RESOURCE/FINANCIAL IMPACT

Implementation of priority recommendations will have implications for annual budgets and staff work plans. The City Manager's Proposed 2018 Budget includes \$80,000 to support Shoreline's certification as the first Salmon Safe City in Washington State.

RECOMMENDATION

Staff recommends the following 2018-2020 projects:

- Achieve citywide Salmon Safe certification (2018);
- Explore expanding green building regulations to commercial zoning (2018);
- Encourage retrofits of existing buildings to use water and energy more efficiently, and to fuel-switch from heating oil and natural gas to electric heat pump or other less carbon-intensive technologies (2019); and
- Implement recommendations from the District Energy Feasibility Study (2020).

ATTACHMENTS

Attachment A: Implementation Status of Recommendations from Climate Action Plan

Climate Action Plan Objectives and Recommendations

Greenhouse Gas Emissions Reduction Goals

- Reduce communitywide greenhouse gas emissions by at least 25% below 2007 levels by 2020, 50% by 2030, and 80% by 2050.
- Achieve zero net greenhouse gas emissions from government operations by 2030.

The status of implementation of the following recommendations has been categorized as follows:

Complete- The recommendation has been implemented

In Process- The recommendation is currently underway and will be completed

On-Going- The recommendation is currently underway, but is a continuous process of improvement

No Progress- No work has been done

Energy and Water

Objective 1- Reduce energy consumption

Rec. 1-A: Work with Seattle City Light to continue converting streetlights to LEDs.

- **Complete.** New LED streetlights are twice as efficient as those they replaced, so the conversion resulted in a 6.8% decrease in kWh from 2009 to 2016, even though the number of fixtures in Shoreline increased during that time.

Rec. 1-B: Make efficiency upgrades to Shoreline Pool facility to reduce energy use and lower operating costs as funding allows.

- **On-Going.** In last few years, have replaced all light fixtures and boiler. Additional improvements will be incorporated into design of new facility.

Rec. 1-C: Incorporate energy efficiency into upgrades of City facilities to meet ENERGY STAR building performance standards for similar building types. *(Modified from Environmental Sustainability Strategy [ESS] Rec-12)*

- **On-Going.** Currently converting all light fixtures (interior and exterior) in City Hall and multiple parks to LED.

Rec. 1-D: Incorporate energy efficiency best practices into new City buildings and consider seeking green building certifications such as LEED or ENERGY STAR for new construction projects. *(Modified from ESS Rec-10)*

- **On-Going.** City Hall remodel on track for LEED- Commercial Interior certification. A new aquatic center could provide additional opportunities.

Rec. 1-E: Expand the City's Environmentally Preferable Purchasing Guidelines (EPPG) to include additional products that increase energy efficiency. *(Modified from ESS Rec-13)*

- **No Progress.** Staff have not updated the EPPG since January 2012.

Rec. 1-F: Promote the use of Seattle City Light and Puget Sound Energy (PSE) incentives for energy conservation. *(Modified from ESS Rec-17)*

- **On-Going.** At annual Earth Day Events, Environmental Services staff continue to offer a variety of energy conservation products, such as LED light bulbs, and advertise Seattle City Light incentives, when available.

Rec. 1-G: Promote high-performance building and energy efficiency in private construction and remodeling through education and code development. *(Modified from ESS Rec-22)*

- **Complete.** The City adopted the Deep Green Incentive Program (DGIP) on April 17, 2017 through Ordinance No. 760. More information about the DGIP is available at <http://cityofshoreline.com/Home/ShowDocument?id=31411>

Objective 2- Increase renewable energy production and use

Rec. 2-A: Increase City green power purchases through Seattle City Light’s Green Up program. *(Modified from ESS Rec-14)*

- **Complete.** The City chose to purchase green power Renewable Energy Credits for two years as part of the LEED Gold certification process. After the solar power facility was completed on the City Hall garage, the solar facility became a qualifying renewable energy facility, producing electricity for Seattle City Light to increase their Renewable Energy Credits (RCEs) which customers could purchase through the Green Up program.

Rec. 2-B: Streamline permitting for solar photovoltaic (PV) installations.

- **Complete.** More information is available at <http://www.shorelinewa.gov/home/showdocument?id=21976>

Rec. 2-C: Through Environmental Services outreach and technical assistance, promote installation of renewable energy systems, and continue to support programs such as the Shoreline Solar Project.

- **On-Going.** Environmental Services supports and promotes installation of renewable energy systems through the Environmental Services Mini-Grant process, which provides annual funds to a variety of applicants, including Shoreline Solar Project to coordinate the regional SolarFest event.

Rec. 2-D: Explore the feasibility of launching a “Solarize Shoreline” bulk-purchasing program of solar PV systems in coordination with NW SEED.

- **Complete.** This was one of Council’s 2016-2019 Priority Recommendations and the program was completed in early 2017. Results are summarized in the table below.

Total Installations	Total kW installed	Estimated annual kWh production	Lbs. Carbon Avoided	Total investment	Total Educated	Volunteers Engaged
16	117	117,100	114,758	\$394,000	203	11

Rec. 2-E: Investigate the feasibility of development of district energy system(s) within the city.

- **In Process.** This was one of Council's 2016-2019 Priority Recommendations. Puttman Infrastructure presented the draft Feasibility Study to Council on July 24, 2017 and to the public at a [Speaker's Series](#) event on July 25.

Objective 3- Reduce water consumption

Rec. 3-A: Assess potential replacement of fixtures and equipment in high-use operations in all City facilities with high-efficiency options. *(Modified from ESS Rec-41)*

- **No Progress.** Given the history of vandalism at these facilities, this may not be an appropriate investment of City resources.

Rec. 3-B: Investigate the opportunities for rainwater harvesting and greywater reuse at existing and new City facilities and open spaces. *(Modified from ESS Rec-43)*

- **No Progress.** This could be an option for next set of Priority Recommendations to implement.

Rec. 3-C: Through the new water utility, consider rate structures or incentives for customers to encourage water conservation.

- **No Progress.** This recommendation is no longer applicable since it is unlikely that the City will acquire Seattle Public Utility water infrastructure.

Rec. 3-D: Promote water conservation through outreach and communications to Shoreline residents and businesses.

- **On-Going.** During Earth Day events and in Environmental Services brochures to residents and businesses, water conservation promotions are included, when they are offered by the Saving Water Partnership or Seattle Public Utilities.

Materials and Waste

Objective 4- Increase recycling and reuse to reduce solid waste sent to the landfill

Rec. 4-A: Continue to expand recycling and organics collection services at City facilities and open spaces. *(ESS Rec-37)*

- **On-Going.** As City facilities grow in size and number, organics collection will continue to be highly recommended and evaluated during the facility planning process.

Rec. 4-B: Establish space with large containers to collect and recycle yard debris from Public Works and Parks operations at Hamlin Yard and Brugger's Bog.

- **On-Going.** Hamlin Maintenance Yard and other City properties are currently under review for expansion, which will include an assessment of space for large composting collection containers.

Rec. 4-C: Implement construction and demolition (C&D) waste reduction outreach and incentives through the permitting process. *(ESS Rec-40)*

- **Complete.** More information about the City's mandatory waste diversion program is available at <http://www.shorelinewa.gov/home/showdocument?id=19147>

Rec. 4-D: Promote and encourage food scraps and yard debris recycling by residents and businesses through current education programs and the development of a new rate structure in the solid waste contract.

- **On-Going.** Businesses pay a fee to receive compost collection. Residents who have subscribed for garbage service receive a green cart for food scraps/yard debris collection as an embedded part of their garbage service. To maximize use of the cart and help the City reach its 70% recycling goal, composting outreach to residents and businesses will continue.

Rec. 4-E: Consider shifting to every-other-week garbage collection and weekly organics collection.

- **Complete.** Shifting collection weeks at the same time that new solid waste services were being introduced was considered to be potentially confusing to residents and could increase contamination in the carts. The alternative is still an option in the 2017-2027 contract for future consideration.

Rec. 4-F: Consider establishing a recycling store that offers reusable items and products made from recycled materials.

- **Complete.** The Shoreline Recology Store opened in April 2017, in order to provide recycling, interactive education, retail products made from recycled materials, and customer service for residents and businesses that want to change their service level, pay their bill, etc.

Rec. 4-G: Intensify collaboration and outreach with second-hand stores and King County to promote textile collection and recycling.

- **On-Going.** The City's *Where To Take It* brochure was updated in 2017 and includes information about local second-hand stores.

Rec. 4-H: Support and promote efforts to extend the useful life of products through repair and reuse.

- **On-Going.** The City will continue to partner with King County, as it did in 2017 to conduct a repair workshop for residents that brought lamps, clothing, radios, etc.

Rec. 4-I: Encourage the use of recyclable products for take-out food containers and utensils in food-service businesses.

- **In Progress.** The City Manager has requested staff to develop a white paper on this as related to mandatory garbage collection for commercial businesses with embedded recycling and embedded compostables.

Objective 5- Reduce GHG emissions embodied in materials and food consumed

Rec. 5-A: Increase percentage of recycled content in paper to 100% for color copies when possible.

- **Complete.** As of 2015, all City copiers and printers use 100% recycled paper.

Rec. 5-B: Select new electronics that meet Electronic Product Environmental Assessment Tool (EPEAT) standards and consider becoming an EPEAT purchasing partner when possible.

- **No Progress.** IT has not specifically examined EPEAT standards, but has made multiple efficiency upgrades.

Rec. 5-C: Investigate the use of recycled asphalt shingles (RAS) or other recycled products in asphalt used for City paving projects.

- **On-Going.** Public Works currently uses WSDOT approved materials. According to WSDOT Standard Specifications, use of Reclaimed Asphalt Shingles or Recycled Asphalt Pavement is allowed in the production of Hot Mix Asphalt. The

City has not used these materials in projects to date, but has been investigating options, including a Hot-in-Place Recycling paving strategy.

Rec. 5-D: Consider seeking grant funds to launch a “Food: Too Good to Waste” campaign (supported by EPA) to encourage food waste reduction by residents.

- **No Progress.** EPA funds no longer support this program. Other west coast teams are in the process of creating a new program.

Rec. 5-E: Promote the use of the City’s mini-grant programs to support “collaborative consumption” community projects like tool libraries and repair cafes.

- **On-Going.** Tool libraries were found to be too expensive to set-up and to staff. In 2017, the City partnered with King County to offer a Repair Café, and more cafes are planned in the future.

Transportation, Land Use, and Mobility

Objective 6- Reduce fossil fuel consumption by vehicles

Rec. 6-A: Continue investing in more efficient fleet vehicles.

- **On-Going.** The City has recently purchased two Toyota Prius, two Ford Escapes, and one Nissan Leaf.

Rec. 6-B: Support community installation of electric charging stations.

- **On-Going.** City Hall currently has six available parking stalls (five for the public, one reserved for fleet vehicles) with EV charging stations.

Rec. 6-C: As part of the new water utility, consider installation of “smart” water meters to reduce the vehicle miles required for utility staff to read meters.

- **No Progress.** This recommendation is no longer applicable since it is unlikely that the City will acquire Seattle Public Utility water infrastructure.

Rec. 6-D: Consider participation in the Evergreen Fleets program to reduce the use of petroleum and support clean air.

- **No Progress.** Staff have not looked into this program specifically.

Objective 7- Reduce use of single occupancy vehicles

Rec. 7-A: Expand the Commute Trip Reduction program and support services to include medium size employers. (*ESS Rec-35*)

- **No Progress.** City has not expanded this program.

Rec. 7-B: Continue to encourage a decrease in Single Occupancy Vehicle commuting by City employees.

- **On-Going.** Staff participates in an annual Bike Everywhere Challenge, sponsored by Group Health. In May of 2017, 18 employees rode a total of 5,796 miles, which saved the equivalent of 2,573 pounds of CO2 emissions for commutes.

Rec. 7-C: Consider establishing a car sharing program, such as Zipcar, at City Hall for use by City employees and Shoreline residents.

- **No Progress.** Zipcar’s service area does not currently extend north of 145th Street.

Objective 8- Increase convenience and safety of alternative transportation

Rec. 8-A: Use environmental mini-grants, City communications, and other tools to encourage community efforts to shift to alternative modes of transportation.

- **In Progress.** Efforts to encourage residents to use alternative modes of transportation include subarea planning around future light rail stations, designing a robust non-motorized network, and coordinating with transit service providers. Environmental mini-grants continue to be offered, but no applications have been received that relate to alternative modes of transportation.

Objective 9- Concentrate new growth in proximity of services and transit

Rec. 9-A: Utilize zoning and permitting methods to concentrate new growth in proximity of services and transit. (*ESS Obj-8*)

- **Complete.** The City adopted new zoning and development regulations through the 185th and 145th Street Station Subarea Plans in 2015 and 2016, respectively.

Urban Trees, Parks, and Open Spaces

Objective 10- Prevent tree canopy loss and improve tree health

Rec. 10-A: Maintain the health of trees planted in public parks, open spaces, and street right-of-ways.

- **On-Going.** This is a Strategic Action Initiative in the 2017 PROS Plan update.

Rec. 10-B: Seek funds to hire an Urban Forester and tree maintenance staff to oversee public forest stewardship and coordinate community volunteers.

- **Complete.** PRCS reclassified a Parks Maintenance Worker to focus on Urban Forestry Management.

Rec. 10-C: Continue collaboration with our community partners to prioritize tree preservation and replacement citywide.

- **On-Going.** Planning and PRSC staff have given presentations to Neighborhood Associations and other interested parties about tree regulations.

Rec. 10-D: Provide education to residents on importance of tree preservation, planting, and care, and the removal of invasive species.

- **On-Going.** The update of the City's website (currently underway) provides an opportunity to centralize information about trees and invasives across various departments.

Objective 11- Maintain and improve parks and open spaces

Rec. 11-A: Identify opportunities for habitat improvements to reduce the urban heat island effect and support carbon sequestration in City open spaces.

- **On-Going.** PSRC has partnered with the King County Conservation District.

Rec. 11-B: Continue to provide environmental mini-grants that support community efforts to establish or enhance natural habitat on private land.

- **On-Going.** Environmental mini-grants are not provided for enhancements on private land; however Surface Water Management continues to offer funds and guidance to construct low impact development rain garden projects on private land.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ordinance No. 792 – Transportation Impact Fees - Repeal of Shoreline Municipal Code Chapter 12.40 and Adoption of a New Chapter, Shoreline Municipal Code Chapter 3.80
DEPARTMENT:	City Attorney’s Office
PRESENTED BY:	Julie Ainsworth-Taylor, Assistant City Attorney
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In 2014, the City Council adopted a transportation impact fee program and codified that program in Shoreline Municipal Code (SMC) Chapter 12.40, a chapter in SMC Title 12, which is related to Roads. Since 2014, the City has adopted a park impact fee program and is considering the adoption of a fire impact fee program.

Given the fact that impact fee programs are types of revenues, having all impact fees within one title of the SMC promotes ease and efficiency for both constituents looking for these programs and City staff administering the programs. Thus, when the City was considering the addition of a park impact fee and the Shoreline Fire Department approached the City in regards to a fire impact fee, it was determined that all impact fee programs should be codified in SMC Title 3 - Revenue and Finance.

Thus, when Ordinance No. 786 adopted the park impact fee program, that program was codified at SMC Chapter 3.70. And, it is intended for the fire impact fee program to be codified at SMC Chapter 3.75. Therefore, the transportation fee impact program, which is now codified at SMC Chapter 12.40, needs to be moved so as to align with the other impact fee programs within the revenue title of the SMC.

Proposed Ordinance No. 792 (Attachment A) is the housekeeping amendment that will allow this to occur. Proposed Ordinance No. 792 repeals SMC Chapter 12.40 and codifies the transportation impact fee program, in its entirety, with no modifications, in SMC Chapter 3.80. Proposed Ordinance No. 792 is scheduled to be brought back to Council for adoption on November 20, 2017.

FINANCIAL IMPACT:

There is no financial impact of Proposed Ordinance No. 792.

RECOMMENDATION

There is no action required by the City Council tonight. This item is for discussion purposes only. Proposed Ordinance No. 792 is anticipated to be returned for adoption by the City Council on November 20, 2017.

ATTACHMENTS:

Attachment A: Proposed Ordinance No.792

Attachment A, Exhibit A: SMC 3.80 Transportation Impact Fees

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

ORDINANCE NO. 792

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON REPEALING IN ITS ENTIRETY CHAPTER 12.40 IMPACT FEES FOR TRANSPORTATION AND ADDING A NEW CHAPTER TO TITLE 3 REVENUE AND FINANCE, CHAPTER 3.80 IMPACT FEES FOR TRANSPORTATION TO THE SHORELINE MUNICIPAL CODE.

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

WHEREAS, on July 21, 2014, the Shoreline City Council adopted Ordinance No. 690 establishing Shoreline Municipal Code Chapter 12.40 Impact Fees for Transportation within Title 12 Streets, Sidewalks and Public Places; and

WHEREAS, on July 31, 2017, the Shoreline City Council adopted Ordinance No. 786 establishing Shoreline Municipal Code Chapter 3.70 Impact Fees for Parks within Title 3 Revenue and Finance; and

WHEREAS, the Shoreline Fire Department has requested that the City implement a fire impact fee which, if adopted, would be established in Shoreline Municipal Code Chapter 3.75 Impact Fees for Fire within Title 3 Revenue and Finance; and

WHEREAS, Impact Fees for Transportation should be moved to Title 3 Revenue and Finance to ensure all impact fees are contained within a single location of the Shoreline Municipal Code; and

WHEREAS, the City Council has considered the entire public record, public comments, written and oral, and considered the proposed amendments at its regularly scheduled meetings on October 30, 2017;

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

Section 1. Repeal for SMC Chapter 12.40 Impact Fees for Transportation. Shoreline Municipal Code 12.40 Impact Fees for Transportation is REPEALED in its entirety.

Section 2. Amendment to Title 3 Revenue and Finance. A new chapter, Chapter 3.80 *Impact Fees for Transportation*, is added to Title 3 as set forth in Exhibit A to this Ordinance.

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

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

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

PASSED BY THE CITY COUNCIL ON NOVEMBER 20, 2017

Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Margaret King
City Attorney

Date of Publication: , 2017

Effective Date: , 2017

Chapter 3.80

IMPACT FEES FOR TRANSPORTATION

Sections:

- 3.80.010 Authority and incorporation by reference.
- 3.80.020 Definitions.
- 3.80.030 Establishment of service area.
- 3.80.040 Impact fees methodology and applicability.
- 3.80.050 Collection of impact fees.
- 3.80.060 Independent fee calculations.
- 3.80.070 Exemptions.
- 3.80.080 Credits for dedications, construction of improvements, and past tax payments.
- 3.80.090 Adjustments for future tax payments and other revenue sources.
- 3.80.100 Establishment of impact fee accounts.
- 3.80.110 Refunds and offsets.
- 3.80.120 Use of impact fees.
- 3.80.130 Review and adjustment of rates.
- 3.80.140 Appeals.
- 3.80.150 Existing authority unimpaired.

3.80.010 Authority and incorporation by reference.

A. Pursuant to RCW 82.02.050 through 82.02.100, the city adopts impact fees for transportation.

B. The rate study “Rate Study for Impact Fees for Transportation,” City of Shoreline, dated April 24, 2014 (“rate study”) documents the extensive research concerning the procedures for measuring the impact of new developments on public transportation facilities. The rate study, city clerk’s Recording Number 7688, is fully incorporated by reference.

C. The council adopts this chapter to assess impact fees for transportation. The provisions of this chapter shall be liberally construed in order to carry out the purposes of the council in providing for the assessment of impact fees.

3.80.020 Definitions.

For purposes of this chapter, if not defined below, the definitions of words and phrases set forth in SMC 1.05.050, Chapter 20.20 SMC, and RCW 82.02.090 shall apply to this chapter or they shall be given their usual and customary meaning.

“Applicant” is any person, collection of persons, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation obtaining a building permit. “Applicant” includes an applicant for an impact fee credit.

“Building permit” means written permission issued by the city empowering the holder thereof to construct, erect, alter, enlarge, convert, reconstruct, remodel, rehabilitate, repair, or change the use of all or portions of a structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

“Capital facilities plan” means the capital facilities element of the city’s comprehensive plan adopted pursuant to Chapter 36.70A RCW and such plan as amended.

“Director” means the director or designee of the department of public works.

“Encumbered” means to reserve, set aside, or otherwise earmark impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for system improvements.

“Impact fee” means a payment of money imposed upon development as a condition of development approval to pay for transportation facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for transportation facilities, that is a proportionate share of the cost of the transportation facilities, and that is used for facilities that reasonably benefit the new development. An impact fee does not include a reasonable permit fee or application fee. An impact fee does not include the administrative fee for collecting and handling impact fees or the fee for reviewing independent fee calculations.

“Impact fee account” means the separate accounting structure within the city’s established accounts which shall identify separately earmarked funds and which shall be established for the impact fees that are collected. The account shall be established pursuant to SMC 3.80.110, and shall comply with the requirements of RCW 82.02.070.

“Independent fee calculation” means the impact fee calculation, studies and data submitted by an applicant to support the assessment of a transportation impact fee other than by the use of the rates published in SMC 3.01.015(A), or the calculations prepared by the director where none of the fee categories or fee amounts in SMC 3.01.015 accurately describe or capture the impacts on transportation facilities of the development authorized by the building permit.

“Owner” means the owner of record of real property, although when real property is being purchased under a real estate contract, the purchaser shall be considered the owner of the real property if the contract is recorded.

“Project improvements” means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan adopted by the council shall be considered a project improvement.

“Transportation facilities,” for purposes of this chapter, means the public streets and roads owned or operated by the city of Shoreline or other governmental entities.

“Rate study” means the “Rate Study for Impact Fees for Transportation,” City of Shoreline, dated April 24, 2014.

“Street or road” means a public right-of-way and all related appurtenances, such as curb, gutter, sidewalk, bicycle lanes and other components of complete streets, and required off-site mitigation, which enables motor vehicles, transit vehicles, bicycles, and pedestrians to travel between destinations.

“System improvements” means transportation facilities that are included in the city’s capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.

3.80.030 Establishment of service area.

A. The city hereby establishes, as the service area for impact fees, the city of Shoreline, including all property located within the corporate city limits.

B. The scope of the service area is hereby found to be reasonable and established on the basis of sound planning and engineering principles, and consistent with RCW 82.02.060, as described in the rate study.

3.80.040 Impact fees methodology and applicability.

The transportation impact fees in SMC 3.01.015 are generated from the formulae for calculating transportation impact fees set forth in the rate study. Except as otherwise provided for independent fee calculations in SMC 3.80.060, exemptions in SMC 3.80.070, and credits in SMC 3.80.080, all building permits issued by the city will be charged impact fees applicable to the type of development listed in the fee schedule adopted pursuant to SMC 3.01.015.

3.80.050 Collection of impact fees.

A. The city shall collect impact fees for transportation, based on the rates in SMC 3.01.015, from any applicant seeking a building permit from the city unless specifically exempted in SMC 3.80.070.

B. When an impact fee applies to a building permit for a change of use of an existing building, the impact fee shall be the applicable impact fee for the land use category of the new use, less any impact fee paid for the immediately preceding use. The preceding use shall be determined by the most recent legally established use based on a locally owned business license and development permit documents.

1. For purposes of this provision, a change of use should be reviewed based on the land use category provided in the rate study that best captures the broader use or development activity of the property under development or being changed. Changes of use and minor changes in tenancies that are consistent with the general character of the building or building aggregations (i.e., “industrial park,” or “specialty retail”), or the previous use, shall not be considered a change of use that is subject to an impact fee.

2. If no impact fee was paid for the immediately preceding use, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the immediately preceding use.

3. If the calculated impact fee is a negative amount, the applicant will not be required to pay impact fees nor will the applicant be compensated by the city for a negative impact fee.

C. For mixed use developments, impact fees shall be imposed for the proportionate share of each land use, based on the applicable measurement in the impact fee rates in SMC 3.01.015.

D. Impact fees shall be determined at the time the complete application for a building permit is submitted using the impact fees then in effect. Impact fees shall be due and payable before the building permit is issued by the city.

E. Applicants allowed credits prior to the submittal of the complete building permit application shall submit, along with the complete application, a copy of the letter prepared by the director setting forth the dollar amount of the credit allowed.

F. Single-Family Residential Deferral Program. An applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment until final inspection or 18 months from the date of original building permit issuance, whichever occurs first. Deferral of impact fees are considered under the following conditions:

1. An applicant for deferral must request the deferral no later than the time of application for a building permit. Any request not so made shall be deemed waived.

2. For the purposes of this deferral program, the following definitions apply:

a. "Applicant" includes an entity that controls the applicant, is controlled by the applicant, or is under common control with the applicant.

b. "Single-family residence" means a permit for a single-family house as set forth in SMC 3.01.015(A) ITE Code 210.

3. To receive a deferral, an applicant must:

a. Submit a deferred impact fee application and acknowledgment form for each single-family attached or detached residence for which the applicant wishes to defer payment of the impact fees;

b. Pay the applicable administrative fee;

c. Grant and record at the applicant's expense a deferred impact fee lien in a form approved by the city against the property in favor of the city in the amount of the deferred impact fee that:

i. Includes the legal description, tax account number, and address of the property;

- ii. Requires payment of the impact fees to the city prior to final inspection or 18 months from the date of original building permit issuance, whichever occurs first;
 - iii. Is signed by all owners of the property, with all signatures acknowledged as required for a deed and recorded in King County;
 - iv. Binds all successors in title after the recordation; and
 - v. Is junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.
4. The amount of impact fees deferred shall be determined by the fees in effect at the time the applicant applies for a deferral.
5. Prior to final inspection or 18 months from the date of original building permit issuance, the applicant may pay the deferred amount in installments, with no penalty for early payment.
6. The city shall withhold final inspection until the impact fees have been paid in full. Upon receipt of final payment of impact fees deferred under this subsection, the city shall execute a release of deferred impact fee lien for each single-family attached or detached residence for which the impact fees have been received. The applicant, or property owner at the time of release, shall be responsible for recording the lien release at his or her expense.
7. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection.
8. If impact fees are not paid in accordance with the deferral and in accordance with the term provisions established herein, the city may institute foreclosure proceedings in accordance with Chapter 61.12 RCW.
9. Each applicant for a single-family attached or detached residential construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals under this section for the first 21 single-family residential construction building permits.
10. The city shall collect an administrative fee from the applicant seeking to defer the payment of impact fees under this section as provided in SMC 3.01.015(B).

3.80.060 Independent fee calculations.

A. If, in the judgment of the director, none of the fee categories set forth in SMC 3.01.015 accurately describes or captures the impacts of a new development on transportation facilities, the director may conduct independent fee calculations and the director may impose alternative fees on a specific development based on those calculations. The alternative fees and the calculations shall be set forth in writing and shall be mailed to the applicant.

B. An applicant may opt not to have the impact fees determined according to the fee structure in SMC 3.01.015, in which case the applicant shall prepare and submit to the director an independent fee calculation for the development for which a building permit is being sought. The

documentation submitted shall show the basis upon which the independent fee calculation was made. An independent fee calculation shall use the same methodology used to establish impact fees adopted pursuant to SMC 3.01.015, shall be limited to adjustments in trip generation rates and lengths for transportation impact fees.

C. There is a rebuttable presumption that the calculations set forth in the rate study are valid. The director shall consider the documentation submitted by the applicant, but is not required to accept such documentation or analysis which the director reasonably deems to be inapplicable, inaccurate, incomplete, or unreliable. The director may require the applicant to submit additional or different documentation for consideration. The director is authorized to adjust the impact fees on a case-by-case basis based on the independent fee calculation, the specific characteristics of the development, and/or principles of fairness. The fees or alternative fees and the calculations therefor shall be set forth in writing and shall be mailed to the applicant.

3.80.070 Exemptions.

Except as provided for below, the following shall be exempted from the payment of all transportation impact fees:

A. Alteration or replacement of an existing residential structure that does not create an additional dwelling unit or change the type of dwelling unit.

B. Alteration or replacement of an existing nonresidential structure that does not expand the usable space or change the existing land use as defined in the land use categories as set forth in the impact fee analysis land use tables.

C. Miscellaneous improvements which do not generate increased need for transportation facilities, including, but not limited to, fences, walls, residential swimming pools, and signs.

D. Demolition or moving of a structure.

E. Properties that have undergone prior State Environmental Policy Act (SEPA), Chapter 43.21C RCW, review and received a final decision that includes mitigation requirements on the condition that the SEPA mitigation obligation has or will be fulfilled by the time the impact fees, if applicable, would be due.

F. Any development that creates insignificant and/or temporary additional impacts on any transportation facility, including, but not limited to:

1. Home occupations that do not generate any additional demand for transportation facilities;
2. Special events permits;
3. Temporary structures not exceeding a total of 30 days.

G. Low-income housing provided by a non-profit entity. "Low-income housing" means housing with a monthly housing expense that is no greater than 30 percent of 60 percent of the median family income adjusted for family size for the county where the project is located, as reported by the United States Department of Housing and Urban Development. As provided in RCW

82.02.060, a nonprofit entity, as defined in RCW 84.36.560(7)(f), as amended, shall be entitled to an exemption of impact fees under the following conditions:

1. The developer/applicant shall execute and record a covenant that prohibits using the property for any purpose other than for low-income housing except as provided within this subsection;
2. The covenant shall, at a minimum, address price restrictions and household income limits for the low-income housing;
3. The covenant shall run with the land and apply to subsequent owners and assigns;
4. The covenant must state that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in effect at the time of conversion;
5. Any claim for an exemption for low-income housing must be made no later than the time of application for a building permit;
6. Any claim for an exemption for low-income housing not made shall be deemed waived;
7. The developer/applicant or any subsequent property owner shall file a notarized declaration with the city manager as provided in SMC 3.27.080(A), as amended, within 30 days after the first anniversary of the date of issuance of the building permit and each year thereafter.

Covenants shall be recorded with the applicable county auditor or recording officer.

H. Community-Based Human Services Agencies. Development activities of community-based human services agencies which meet the human services needs of the community such as providing employment assistance, food, shelter, clothing, or health services for low- and moderate-income residents may be entitled to an exemption of impact fees under the following conditions:

1. An applicant for an exemption must request the exemption no later than the time of application for a building permit. Any request not so made shall be deemed waived.
2. To be eligible for an exemption, the applicant shall meet each of the following criteria:
 - a. The applicant must have secured federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.
 - b. The applicant must provide services and programs to those considered most vulnerable and/or at risk, such as youth, seniors, and those with financial needs, special needs and disabilities and be responsive to the variety of cultures and languages that exist in the city.
 - c. The applicant shall certify that no person shall be denied or subjected to discrimination in receipt of the benefit of services and programs provided by the applicant because of sex,

marital status, sexual orientation, race, creed, color, national origin, or the presence of any sensory, mental, or physical disability.

d. The applicant must provide direct human services at the premises for which the applicant is seeking exemption.

3. The city manager, or designee, shall review application for exemptions pursuant to the above criteria and shall advise the applicant, in writing, of the granting or denial of the application. The determination of the city manager shall be the final decision of the city with respect to the applicability of the community-based human services exemption.

4. Prior to issuance of building permit, the applicant shall execute and record a covenant with the King County recorder’s office at the applicant’s sole expense. The covenant shall prohibit using the property for any purpose other than community-based human services for a period of 10 years; shall run with the land and apply to subsequent owners and assigns; and must state that if the property is converted to a use other than human services, the applicant must pay the applicable impact fees in effect at the time of conversion.

5. The amount of impact fees not collected from human services agencies pursuant to this exemption shall be paid from public funds other than the impact fee account.

I. Businesses – Exemption. A business building permit applicant shall receive an exemption of impact fees under the following conditions:

1. To be eligible for an exemption, an applicant shall meet the following criteria:

a. Qualify as a “business” based on the following Institute of Transportation Engineers (ITE) code categories:

<u>ITE Code</u>	<u>Land Use Category/Description</u>
<u>110</u>	<u>Light industrial</u>
<u>140</u>	<u>Manufacturing</u>
<u>310</u>	<u>Hotel</u>
<u>320</u>	<u>Motel</u>
<u>444</u>	<u>Movie theater</u>
<u>492</u>	<u>Health/fitness club</u>
<u>565</u>	<u>Day care center</u>
<u>710</u>	<u>General office</u>
<u>720</u>	<u>Medical office</u>
<u>820</u>	<u>General retail and services</u>

<u>ITE Code</u>	<u>Land Use Category/Description</u>
	<u>(includes shopping center)</u>
<u>841</u>	<u>Car sales</u>
<u>850</u>	<u>Supermarket</u>
<u>851</u>	<u>Convenience market – 24 hour</u>
<u>854</u>	<u>Discount supermarket</u>
<u>880</u>	<u>Pharmacy/drugstore</u>
<u>912</u>	<u>Bank</u>
<u>932</u>	<u>Restaurant – sit down</u>
<u>934</u>	<u>Fast food</u>
<u>937</u>	<u>Coffee/donut shop</u>
<u>941</u>	<u>Quick lube shop</u>
<u>944</u>	<u>Gas station</u>
<u>948</u>	<u>Automated car wash</u>

b. If none of the ITE fee categories in subsection (I)(1)(a) of this section accurately describes or captures a new business, the director shall determine the applicable ITE fee category and whether that ITE category is the type of business intended to be eligible for exemption under this section.

2. The amount of impact fees not collected from businesses pursuant to this exemption shall be paid from public funds other than the impact fee account.

3.80.080 Credits for dedications, construction of improvements, and past tax payments.

A. An applicant may request that a credit or credits for impact fees be awarded to him/her for the total value of system improvements, including dedications of land and improvements, and/or construction provided by the applicant. The application for credits shall be presented by the applicant on forms to be provided by the director and shall include the content designated in such forms. Credits will be given only if the land, improvements, and/or the facility constructed are:

1. Included within the capital facilities plan;
2. Determined by the city to be at suitable sites and constructed at acceptable quality;
3. Serve to offset impacts of the development authorized by the applicant’s building permit;
and
4. Part of one or more of the projects listed in Table 1 of the rate study as the basis for calculating the transportation impact fee, however frontage improvements for those projects

are not eligible for credits unless the director determines that the frontage improvements will not be replaced or significantly changed when the project is constructed.

B. For credits for dedications of real property, the procedures of SMC 2.60.090 shall be followed if applicable. If the procedures of SMC 2.60.090 are not applicable, the following procedures shall be followed:

1. For each request for a credit or credits, the director shall select an appraiser or, in the alternative, the applicant may select an independent appraiser acceptable to the director.

2. Unless approved otherwise by the director, the appraiser must be a member of the American Institute of Appraisers and be licensed in good standing pursuant under Chapter 18.40 RCW et seq. in the category for the property to be appraised, and shall not have a fiduciary or personal interest in the property being appraised.

3. The applicant shall pay the actual costs for the appraisal and an independent review, if required.

4. After considering the appraisal the director shall provide the applicant with a written determination setting forth the dollar amount of any credit, the reason for the credit, a description of the real property dedicated, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such determination accepting the terms of the letter or certificate, and return such signed document to the director before the impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within 60 calendar days of the date of the determination shall nullify the credit. If credit is denied, the applicant shall be notified in a letter that includes the reasons for denial.

5. No credit shall be given for project improvements.

C. An applicant may request a credit for past tax for past payments made for the particular system improvements listed in the rate study as the basis for the impact fee. For each request for a credit for past payments the applicant shall submit receipts and a calculation of past payments earmarked for or proratable to the particular system improvement for which credit is requested. The director shall determine the amount of credits, if any, for past payments for system improvements.

D. Any claim for credit must be received by the city prior to issuance of the building permit. The failure to timely file such a claim shall constitute an absolute bar to later request any such credit.

3.80.090 Adjustments for future tax payments and other revenue sources.

Pursuant to and consistent with the requirements of RCW 82.02.060, the rate study has provided adjustments for future taxes to be paid by the development authorized by the building permit which are earmarked or proratable to the same new transportation facilities which will serve the new development. The impact fees in SMC 3.01.015 have been reasonably adjusted for taxes and other revenue sources which are anticipated to be available to fund transportation improvements.

3.80.100 Establishment of impact fee accounts.

A. The city shall establish a separate impact fee account for the transportation impact fees collected pursuant to this chapter. Funds appropriated or otherwise withdrawn from the impact fees received must be used in accordance with the provisions of this chapter and applicable state law. Interest earned on the fees shall be retained in the accounts and expended for the purposes for which the impact fees were collected.

B. On an annual basis, the director or designee shall provide a report to the council on the impact fee accounts showing the source and amount of all moneys collected, earned, or received, and the transportation improvements that were financed in whole or in part by impact fees.

C. Impact fees shall be expended or encumbered within 10 years of receipt, unless the council identifies in written findings extraordinary and compelling reasons for the city to hold the fees beyond the 10-year period, pursuant to RCW 82.02.070(3).

3.80.110 Refunds and offsets.

A. If the city fails to expend or encumber the impact fees within 10 years of the date the fees were paid, unless extraordinary or compelling reasons are established pursuant to this section, the current owner of the property on which impact fees have been paid may receive a refund of such fees. In determining whether impact fees have been expended or encumbered, impact fees shall be considered expended or encumbered on a first in, first out basis.

B. The city shall notify potential claimants of the refund by first-class mail deposited with the United States Postal Service at the last known address of such claimants. A potential claimant must be the current owner of record of the real property against which the impact fees were assessed.

C. Owners seeking a refund of impact fees must submit a written request for a refund of the fees to the director within one year of the date the right to claim the refund arises or the date that notice is given, whichever is later.

D. Any impact fees for which no application for a refund has been made within this one-year period shall be retained by the city and expended on the system improvements for which they were collected.

E. Refunds of impact fees under this section shall include any interest earned on the impact fees by the city.

F. When the city seeks to terminate any or all components of the impact fee program, all unexpended or unencumbered funds from any terminated component or components, including interest earned, shall be refunded pursuant to this chapter. Upon the finding that any or all fee requirements are to be terminated, the city shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first-class mail at the last known address of the claimants. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the city, but must be expended for the transportation facilities for which the impact fees were collected. This notice requirement shall not apply if there are no unexpended or unencumbered balances within the account or accounts being terminated.

G. The city shall also refund to the current owner of property for which impact fees have been paid all impact fees paid, including interest earned on the impact fees, if the development for which the impact fees were imposed did not occur; provided, however, that, if the city has expended or encumbered the impact fees in good faith prior to the application for a refund, the director may decline to provide the refund. If within a period of three years, the same or subsequent owner of the property proceeds with the same or substantially similar building permit, the owner can petition the director for an offset in the amount of the fee originally paid and not refunded. The petitioner must provide receipts of impact fees previously paid for a building permit of the same or substantially similar nature on the same real property or some portion thereof. The director’s determinations shall be in writing and shall be subject to the appeals procedures set forth in SMC 3.80.140.

3.80.120 Use of impact fees.

A. Pursuant to this chapter, impact fees:

- 1. Shall be used for system improvements that will reasonably benefit the new development authorized by the building permit;
- 2. Shall not be imposed to make up for deficiencies in transportation facilities; and
- 3. Shall not be used for maintenance or operation.

B. Impact fees may be spent for system improvements including, but not limited to, planning, land acquisition, right-of-way acquisition, site improvements, necessary off-site improvements, construction, engineering, architectural, permitting, financing, and administrative expenses, applicable impact fees or mitigation costs, and any other expenses which can be capitalized.

C. Impact fees may also be used to recoup system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements or incurred costs.

D. In the event that bonds or similar debt instruments are or have been issued for the advanced provision of system improvements for which impact fees may be expended, such impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this chapter.

3.80.130 Review and adjustment of rates.

A. The fees and rates set forth in the rate study may be reviewed and adjusted by the council as it deems necessary and appropriate in conjunction with the annual budget process so that adjustments, if any, will be effective at the first of the calendar year subsequent to budget period under review.

B. Annually, and prior to the first day of January, the director shall adjust the fees at a rate adjusted in accordance with the Washington Department of Transportation’s Construction Cost Indices (CCI). The city shall utilize a three-year CCI average, using the three most recent calendar years’ CCI available data, to determine adjustments to the impact fees.

3.80.140 Appeals.

Determinations and decisions by the director that are appealed by an applicant shall follow the procedures for a Type B administrative decision as set forth in Chapter 20.30 SMC, Subchapter 4.

3.80.150 Existing authority unimpaired.

Nothing in this chapter shall preclude the city from requiring the applicant or the proponent of a development authorized by a building permit to mitigate adverse environmental impacts of a specific development pursuant to the SEPA, Chapter 43.21C RCW, based on the environmental documents accompanying the building permit process, and/or Chapter 58.17 RCW, governing plats and subdivisions. Compliance with this chapter or payment of fees under this chapter shall not constitute evidence of a determination of transportation concurrency. Such mitigation shall not duplicate the impact fees charged under this chapter.