



AGENDA

SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, November 27, 2017
5:45 p.m.

Conference Room 303 · 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, November 27, 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 Regular Meeting of October 9, 2017	<u>7a1-1</u>	
Approving Minutes of Special Meeting of November 6, 2017	<u>7a2-1</u>	
(b) Approving Expenses and Payroll as of November 10, 2017 in the Amount of \$1,576,075.90	<u>7b-1</u>	
(c) Authorizing the City Manager to Execute a Contract with LMN Architect in an Amount Not to Exceed \$429,821.93 for the 185 th Street Multimodal Corridor Strategy	<u>7c-1</u>	
(d) Authorizing the City Manager To Execute an Amendment to the Agreement with SCORE Jail	<u>7d-1</u>	

- (e) Authorizing the City Manager To Execute an Amendment to the Agreement with Yakima Jail 7e-1
- (f) Authorizing the City Manager To Execute an Interlocal Agreement with the Shoreline Fire Department for the Collection, Distribution, and Expenditure of Fire Impact Fees 7f-1
- (g) Authorizing the City Manager to Enter Into a Lease Agreement with the United States Postal Service for the 20031 Ballinger Way NE Site 7g-1

8. STUDY ITEMS

- (a) Sound Transit SR 522/SR 523 Bus Rapid Transit Project Update 8a-1 7:20
- (b) Discussing Ordinance No. 772 – Authorizing an Additional Vehicle License Fee of Twenty Dollars to Preserve, Maintain and Operate the Transportation Infrastructure of the City of Shoreline, Including Funding of Multi-Modal Improvements such as Curbs, Gutters and Sidewalks 8b-1 7:50
- (c) Discussing Ordinance No. 809 – Amending Shoreline Municipal Code Chapter 3.55 to Allow for Real Estate Broker Sale as a Method of Sale for Surplus Real Property 8c-1 8:20

9. ADJOURNMENT

8:35

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

CITY OF SHORELINE

SHORELINE CITY COUNCIL SUMMARY MINUTES OF REGULAR MEETING

Monday, October 9, 2017
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: None.

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

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

3. REPORT OF CITY MANAGER

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

4. COUNCIL REPORTS

Deputy Mayor Winstead reported attending the 54th Annual International Making Cities Livable Conference in Santé Fe, New Mexico. She shared that over the last eight years the City of Shoreline has implemented best practices to make Shoreline a more livable city, including the Light Rail Station Subarea Planning. She commented on the importance of being visionaries to keep citizens healthy and talked about the conference sessions she attended. She said Shoreline was nominated for A Livable Cities Award and received the 1st Runner-up and an Honorable mention by the Selection Committee.

Councilmember McGlashan reported attending a SeaShore Transportation Forum and said renewing the Interlocal Agreement with King County to continue the Forum took up the majority of the meeting, and ultimately passed. He said Washington State Transportation Representatives presented the Washington Transportation and Freight Plan.

Mayor Roberts reported that the Sound Cities Association is having the first reading of their Legislative Agenda on Wednesday, and it includes adjusting the 1% property tax cap; investing in public health services; and addressing housing and homeless issues. He reported that Shoreline

School District Boardmembers attended tonight's Council Dinner Meeting and discussed projects, potential partnership opportunities, and how to address the opioid crises.

5. PUBLIC COMMENT

Councilmember McConnell moved to allow the twenty-six people signed up for public comment to speak for two minutes. The motion was seconded by Councilmember McGlashan and passed unanimously, 7-0.

Gina Paulsen, Shoreline resident, announced that today is Indigenous People Day and asked the Council to honor them by not cutting down the trees in Hamlin Park. She commented on the many species that live there and why it is important to maintain the land and respect the planet.

Janet Way, Shoreline Preservation Society, said the Society represents 400 supporters. She said Hamlin Park is not a Public Works facility and belongs to the people. She presented a book to Council regarding the historical development and future of Hamlin Park. She listed agencies that the City would be in violation with if a maintenance facility was put in Hamlin Park.

Malynda Read, Shoreline resident, commented that Hamlin Park is a park, a living forest, and a habitat to wildlife. She pointed out that the Parks, Recreation, and Open Space (PROS) Plan identified eleven strategic initiatives, and expanding the opportunity to interact with nature is one of them. She questioned how the City would replace four acres of park land. She said you cannot rebuild a forest and provided an example of a fire that decimated a forest in Eastern Washington that will take 50 years to regrow. She asked that Hamlin Park be removed from consideration as a location for a maintenance facility.

Denis Streeter, Shoreline resident, questioned why the City proposed cutting the forest in Hamlin Park to build a maintenance facility. He spoke about the peacefulness and habitat present there. He asked that Hamlin Park be removed from consideration as a location for a maintenance facility.

Rim Miksys, Seattle resident, talked about the value of Hamlin Park amenities as a grandfather, and said he does not understand why it is being considered as potential site for a maintenance facility.

Mark Cooper, Seattle resident, read a quote from Joni Mitchell. He talked about a maintenance facility's developmental impacts on a park, asked for the Department of Ecology's Report, and pointed out that Washington State has groundwater protection regulatory codes for urban developments. He said Senator Marilyn Chase and Shoreline residents are protesting the Hamlin Park Maintenance Facility Plan and asked the Council to listen to Dr. Seuss' voice of the Lorax and vote for trees and not trucks.

Deborah DeMoss, Shoreline resident, said she is a warrior for Shoreline and wants to leave a legacy for her children and grandchildren. She talked about the importance of the trees and the forest for the animals and asked Council to take this into consideration.

Richard Middleton, Seattle resident, said he was surprised and alarmed to hear about the proposal of Hamlin Park as a site for a maintenance facility. He said his family uses the Park and he strongly opposes the plan. He talked about its mature forest, its uniqueness, and said it makes the city worth living in. He said Hamlin Park benefits thousands of people and asked Council to preserve it and find a better site for the maintenance facility.

Normajean Bowen, Shoreline resident, shared that she uses Hamlin Park all the time and it makes the city livable and appealing. She noted the City's goal to expand the park system and questioned the recommendation to pave over a park. She asked that the proposal be dropped.

Michael Cook, Edmonds resident, said he is a former Shoreline resident and commented on the fond memories he had as a child at Hamlin Park and its importance to the area. He said he takes his family there and that it would be a mistake to give up park land for other purposes. He said Hamlin Park is the central park to this City and asked the Council to preserve it for future generations.

Dawn Merydith, Shoreline resident, commented that she is new to Shoreline and chose her home based on its proximity to Hamlin Park. She expressed her frustration that the City is considering cutting down trees in the Park.

Wendy DiPeso, Shoreline resident, encouraged the Council to follow Theodore Roosevelt's words about conservation, and shared a quotation. She noted that the real support for conservation comes from the local level. She asked Council to take action to preserve the integrity of Hamlin Park and to add parks to the system to make Shoreline a great place for everyone.

Bill Gresham, Shoreline resident, shared that he has hiked through Hamlin Park several times and said it is unlike other places in Shoreline. He said he never felt like it was too large and that he needed a smaller park.

Marsha Gresham, Shoreline resident, said she speaks for the trees and that they cannot be uprooted and placed elsewhere. She said she is surprised this issue has come up. She said a maintenance yard should be dispersed throughout the City for better response in the event of an emergency.

Lindsay Hanna, Shoreline resident, spoke about the value of Hamlin Park and the barred owl that lives in the forest. She said the Park serves as a gathering place and people from neighboring cities also use it. She questioned how the City will find additional acreage recommended in the PROS Plan if a maintenance facility is located at the Park. She provided an example of the City of Bothell attempting to convert a golf course back into a park because of limited space.

Debby Miller, Shoreline resident, commented that she voted to raise taxes to protect parks. She explained why Hamlin Park is important and said she did not vote yes to take away parks. She asked the Council to listen to the public regarding the Park. She said parks will be needed as density increases in Shoreline.

Ginny Scantlebury, Shoreline resident, said she is opposed to putting a utility yard in Hamlin Park. She talked about Council's goal to increase density in Shoreline and the implementation of the PROS Plan to preserve, enhance, maintain and acquire built and natural facilities to ensure quality opportunities. She questioned why the Parks, Recreation and Cultural Services/Tree Board and the Planning Commission were not consulted about this proposal. She said the maintenance facilities can be located at another site, like the North City Water District, and asked the Council to talk to them about sharing a facility.

Elaine Phelps, Shoreline resident, said it makes no sense to consider having a maintenance facility center in any park, and then read Shoreline's vision and mission statements. She said a utility yard is incompatible with the site and that the Park Bond did not mention the replacement of a park at that site. She urged the Council to not let it happen.

Jin-Ah Kim, Shoreline resident, said she echoes what Councilmember Salomon said in the July 31, 2017 Council Meeting Minutes regarding the placement of a maintenance facility at Hamlin Yard just to resolve logistical problems. She said the topic of the placement of the maintenance facility could have been resolved sooner and expressed her love for Hamlin Park.

Heather Murphy Secrist, Shoreline resident, shared she used Hamlin Park to de-stress from her job and said it is magical, an oasis, a vacation, and an escape. She said she would be heartbroken if the trees were removed and pleaded with the Council to not do this.

Cory Secrist, Shoreline resident, said Hamlin Park is beautiful and asked the Council to not destroy it. He said he loves Hamlin Park and talked about experiences he has had in the Park. He said the park adds value to Shoreline and that you cannot bring it back once it is gone. He said the size of the space is important to accommodate the wildlife there and it is important to the residents and the City, and it will also be enjoyed as the City's density increases.

Paige Garberding, Shoreline resident, shared what Hamlin Park has meant to her family, and said it is a Shoreline institution. She said it is a mature forest and serves as a habitat for animals. She said when these animals are squeezed out of the Park they go into the neighborhoods, like the coyotes that are currently killing cats in this community.

David Pyle, Lake Forest Park resident, shared that he took part in writing Vision 2029 and said he does not think taking a park away was the direction the City would be going in. He said he understands the obligation to serve the community with utilities, but locating industrial operations in a gem of a regional park is opposite of Vision 2029's intent. He said the City has a moral obligation to preserve the park and should work hard on maintaining it.

Dagne Ruede, Shoreline resident, said Hamlin Park is her backyard and her family uses the park daily. She asked the Council to please not destroy the park.

Steve Zemke, Seattle resident, expressed concern about the trees in Hamlin Park and said it would be a terrible example for Council to set by removing the large trees, as it would communicate they are not worth saving. He said it would be a disgrace to remove existing park land and asked the Council to look towards the future and set a good example.

Councilmember McConnell moved to extend public comment to allow two additional speakers two minutes to address Council. The motion was seconded by Mayor Roberts and passed unanimously, 7-0.

Boni Biery, Shoreline resident, acknowledged that there are hundreds of reasons why Hamlin Park should not have its healthy habitat destroyed. She suggested that when a site for the new maintenance facility is selected, that the City tear down Hamlin Yard and replant the site with healthy habitat.

Rachael Lin, Shoreline resident, commented on the rise of childhood obesity, and stated more communities are needed that provide opportunities for children to play outside. She noted Hamlin Park allows for them to do so, which benefits public health.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

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

(a) Approving Minutes of Regular Meeting of August 14, 2017

(b) Approving Expenses and Payroll as of September 22, 2017 in the Amount of \$3,033,176.81

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
8/27/17-9/9/17	9/15/2017	74175-74413	15218-15244	68137-68142	\$570,302.77
					<u>\$570,302.77</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
9/12/2017	67962	67963	\$2,281.75
9/12/2017	67917	67917	(\$1,183.05)
9/13/2017	67964	67964	\$24,113.35
9/14/2017	67965	67982	\$178,140.36
9/14/2017	67983	67997	\$606,042.06
9/14/2017	67998	68019	\$1,022,100.54
9/14/2017	68020	68041	\$39,863.11
9/14/2017	68042	68056	\$958.82
9/14/2017	68057	68061	\$842.21

9/20/2017	68062	68063	\$90,003.77
9/21/2017	68064	68079	\$150,151.28
9/21/2017	68080	68096	\$97,730.22
9/21/2017	68097	68118	\$57,950.76
9/21/2017	68119	68136	\$193,878.86
			<u>\$2,462,874.04</u>

(c) Adopting Ordinance No. 798 – Authorizing the Extension of the Puget Sound Energy Franchise

(d) Authorizing the City Manager to Execute an Interlocal Agreement with Seattle Public Utilities for Coordination of Services on the Echo Lake Safe Routes to School Project

(e) Authorizing the City Manager to Execute a Professional Services Contract with Contract Land Staff

(f) Authorizing the City Manager to Obligate \$300,000 in King County Flood Control District Flood Reduction Grant Funding for the Hidden Lake Dam Removal Project

8. STUDY ITEMS

Councilmember Scully moved to allow Councilmember Salomon to have the floor to make a motion preceding the discussion of any other agenda items. The motion was seconded by Councilmember Salomon and passed unanimously, 7-0.

Councilmember Salomon moved to remove Hamlin Park from the list of alternatives being considered for a unified City maintenance facility. The motioned was seconded by Councilmember Scully.

Councilmember Salomon expressed appreciation for the public speakers and their desire to maintain the integrity of Hamlin Park, and for addressing a deeper need to connect with the environment and something outside of themselves. He recalled the Council’s vote to add density to the Ridgecrest Neighborhood for regional environmental reasons and he still believes in that decision. He shared he also believes that the amount of park space in that area needs to be increased to make it livable and to provide a refuge from a dense environment. He said removing four acres of forested land is counterintuitive to the goal to increase the park system by 20 acres. He shared that he does not believe in taking away something that is valued by the Community. He explained why he thinks Brightwater, Ronald Wastewater, and the North Maintenance Facilities are better sites to locate a combined maintenance facility, and said he is not willing to compromise Hamlin Park to house the maintenance facility.

Councilmember Hall moved to amend the motion to also suspend Council Rule of Procedure 5.3.A, allowing action on the motion to take place outside of Council’s normal order of business. The motion was seconded by Councilmember McConnell, and passed unanimously, 7-0.

Deputy Mayor Winstead, Councilmembers Hall, McGlashan, Scully, and McConnell, stated their support to remove Hamlin Park from consideration as a site for a unified maintenance facility, and thanked the audience for their participation and letting the Council know how important Hamlin Park is to them.

Deputy Mayor Winstead shared that a unified maintenance facility is a real need of the City, and explained that it is Council's responsibility to review all viable site locations while simultaneously being conscientious about expending citizens' tax dollars, and making Shoreline a livable city. She talked about her work on the Park Bond Committee and stressed that parks are dear to her heart.

Councilmember McGlashan said he never would have supported a plan for a unified maintenance facility at Hamlin Park and appreciates the citizens' outreach to the Council.

Councilmember Scully said he appreciated hearing the personal stories about Hamlin Park and shared what the park personally means to him. He explained the Council's discussion about the need for a unified maintenance facility, his sadness at seeing Hamlin Park listed as an alternative site location, and said public participation influenced the discourse of this issue.

Councilmember McConnell shared that the Council has received a lot of email opposing the use of Hamlin Park as a unified maintenance facility. She complimented the staff for their efforts in providing alternative locations, and stated that she has heard the community about the importance of leaving Hamlin Park intact.

Councilmember Salomon asked that the City perform outreach to constituents to let them know Hamlin Park is no longer being considered as a site for a unified maintenance facility. Ms. Tarry confirmed that staff will follow-up with the constituents.

Mayor Roberts stated that city services and facilities have improved since Shoreline incorporated as a city, and explained the diligence Council has undertaken to provide adequate work space and facilities for maintenance workers, and for the protection of the City's assets. He said he is still not convinced that a unified utility yard is necessary and the City needs to continue to study if it makes sense given space restrictions, as well as, identify other viable locations, and look into sharing a facility with another agency. He talked about the City's larger goal of adding more park space and urban forest.

The main motion, as amended, passed unanimously, 7-0.

At 8:24 p.m., Mayor Roberts called for a three minute recess and reconvened the meeting at 8:29 p.m.

- (a) Discussing Ordinance No. 801 – Amending the Shoreline Municipal Code 3.35.010 to Increase the Appropriation to the Petty Cash and Change Fund

Sara Lane, Administrative Services Director, said Ordinance. No. 801 amends Shoreline Municipal Code Chapter 3.35.010 to set the amount of Petty Cash and Change from \$1,500 to

\$2,000 to accommodate the needs of the Wastewater Utility, Planning, and Community Development, and Administrative Services.

There was agreement among Councilmembers to put this item on Consent.

(b) Presentation of the 2018 Proposed Budget and the 2018-2023 Capital Improvement Plan

Debbie Tarry, City Manager, explained that the Budget sets the context for the work performed by the City and is guided by City Council Goals and the City's Workplan to meet the needs of the Community. She said Council's adopted strategies and plans have been incorporated in the budget and funding and staffing resources have been allocated for the delivery of public services, and to accomplish organizational goals. She said the 2018 Proposed Budget is just under \$80 Million, with the Operating Budget making up \$48,878 Million of that. She said the Revenue Stabilization Fund is \$5.1 Million, the General Fund is \$8.6 Million, and reserves are in excess of the minimum required. She shared that the City has an AA+ Bond Rating, 22 years of Unmodified Financial Statement Audit Options, and is an 18-year recipient of the Government Finance Officers Association Budget Award.

Ms. Tarry explained that the Proposed 2018 Budget maintains current services; increases Human Services funding; adds a K9 Deputy Officer; implements a Proactive Management Strategy for the Surface Water Utility; and addresses priority capital needs. She said it does not address: the \$15-20 Million needed for sidewalks; long-term facility needs; funding for full implementation of the PROS Plan; or all the new FTE requests for the growing workload. She noted there are still funding needs to be met. She said 2009-2017 Regular FTE Staffing Levels were reviewed, particularly in light of the addition of the Ronald Wastewater Staff, and there is no excess staff capacity. She then reviewed the new FTE positions she is recommending to support internal operations to deliver external services.

Ms. Tarry introduced Sara Lane, Administrative Services Director, and Rick Kirkwood, Budget Supervisor, to continue the presentation, and thanked them and all the staff for their work on the Budget. Ms. Lane reviewed where the money comes from and said the breakdown of revenue sources include Taxes; Utility Taxes, Franchise Fees and Contract Payments; Fees and Permits; State and Federal Funding; Grants; Transfers Between Funds; Use of Beginning Fund Balance; and other sources. She said the \$85.1 Million Revenue sources shows a decrease of 14% from 2017 and is primarily due to going from a full assumption of the Ronald Wastewater District to contracted wastewater services. She said 2018 Expenditures total \$79.9 Million and will go towards City Services; Facilities, Parks and Transportation Capital (CIP); Surface Water Utility; Wastewater; and other funds. She said the Operating Budget Resources total \$49.1 Million and are from Property Tax; Sales Tax; Utility Tax/Franchise Fee/Contract Payments; Fees & Permits; Fund Balance; Gambling Tax; and other sources. She said the 2018 Property Tax Regular Levy Budget is \$12.7 Million, 26% of the Operation Budget Resources, and the anticipated levy rate is \$1.31.

Councilmember Hall requested information about the impact of the levy rate reduction in comparison to the changes for school funding that will come from recent state legislation.

Councilmember Scully requested data on property assessed values to see if there will be an increased burden on households.

Ms. Lane presented the Operating Budget Expenditure by Function totals \$49 Million and includes the departments of Public Safety; Support Services; Parks, Recreation and Cultural Services; City-wide, Transfers, and Contingencies; Public Works, Planning & Community Development; and Community Services. She said Public Safety represents 31% of the Operating Budget expenditures. She reviewed 2018 Personnel Cost changes represent a 6.7% increase resulting from new positions, the City's Compensation Policy, and the State Retirement System mandated employer contribution. She reviewed 2017 City Staff Levels for comparable cities and said Shoreline is at the median.

Ms. Lane presented the Ten Year Financial Sustainability Operating Budget ten year forecast and said the financial gaps occurs in 2020, but one-time revenue expected in 2017 and 2018 pushes the gap out to 2021. She explained that with the City's practice of budgeting conservatively she anticipates 101% in Revenues and 98% in Expenditures which pushes the financial gap out to 2023.

Ms. Lane reviewed the 2018 Capital Improvement Plan is just shy of \$16.5 Million for Transportation, Facilities and Parks, and Facilities and Major Maintenance, and noted major projects include Turf and Lighting Replacement, the Police Station at City Hall, and a City Maintenance Facility Analysis.

Ms. Lane recalled that the Council selected the Proactive Management Strategy for the Surface Water Utility Plan and explained that staffing and other resources are needed to support this strategy. She said the operation costs for the Wastewater Utility are also included in the Proposed 2018 Budget. She concluded by reviewing the Budget Workshop Schedule and announced that the Budget is available on the City's website, at Shoreline and Richmond Beach Libraries, and at City Hall.

Mayor Roberts asked about the hotel/motel tax, what it can be used for, and why cities would adopt this tax. He asked for information of the use of the Customer Response Team Division, how close they are to reaching capacity, and when a new staff member would be needed. He asked about the implementation of a Bi-annual Budget and said if it is approved by Council that this would be the last annual budget. Ms. Lane responded that a Bi-annual Budget is scheduled for Council's discussion in 2018 and said she will be recommending that the City moves towards one, noting that a mid-biannual check in would be provided.

9. ADJOURNMENT

At 9:02 p.m., Mayor Roberts declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

DRAFT

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF SPECIAL MEETING

Monday, November 6, 2017
5:45 p.m.

Conference Room 303 - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: Councilmember Salomon

STAFF: Debbie Tarry, City Manager; John Norris, Assistant City Manager; Scott MacColl, Intergovernmental Program Manager; and Bonita Roznos, Deputy City Clerk

GUESTS: Kenmore City Council: Mayor David Baker, Councilmembers Milton Curtis, Stacey Denuski, Nigel Herbig, Brent Smith; and City Manager Rob Karlinsey and Assistant City Manager Nancy Ousley

Lake Forest Park City Council: Mayor Jeff Johnson, Deputy Mayor Catherine Stanford, Councilmembers Semra Riddle, John Wright, Phillipa Kassover, Mark Phillips; and Lake Forest Park City Administrator Peter Rose

At 5:46 p.m., the meeting was called to order by Mayor Roberts.

Cities Update

Kenmore City Manager Rob Karlinsey shared about the City's Downtown Development Project. He explained that the project includes mixed-use buildings with commercial, restaurants, and the Hangar Community Building with the goal of creating a walkable downtown. He talked about the need for buildings to go vertical to accommodate more density. He shared that the Lodge at Saint Edwards is being restored to its full value to preserve the historic integrity of the building and expressed excitement about the 50 acre Lakepointe Development Project on Lake Washington where Sammamish River enters the lake.

Lake Forest Park Mayor Jeff Johnson shared that the City incorporated in 1961 and is a bedroom community situated in a forest like environment, and stated the residents prefer to keep it as such. He shared the City's major projects include studies for creeks and culverts, a Safe Highway, and Safer Streets. He commented on the City's efforts to ensure State Routes 104 and 522 are safe, can accommodate more transit, and are walkable and bikeable. He shared that they are developing a Central Subarea Plan to accommodate growth and upgrade the Town Center, and a Park, Recreation and Open Space and Trails Plan. He stressed the importance of developing partnerships with neighboring cities.

Shoreline City Manager Debbie Tarry shared that the City adopted a Parks, Recreation, and Open Space Plan that includes a plan for a future Community and Aquatics Center, adding park space in the Light Rail Station Subareas, and requires a \$100 Million investment in the first six years. She shared that the Surface Water Master Plan has been updated and a proactive approach will be implemented to reduce flooding and improve water quality. She shared that the City's new customer focused website debuted last week and includes integrated features for persons with disabilities. She shared about the City's ongoing Diversity and Inclusion efforts, including cultural shares, support for the LGBTQ community, and internal training for staff. She talked about the upcoming Shoreline School District Development projects and Shoreline Community College's on-campus housing project.

Sound Transit 2 & 3

Scott MacColl, Shoreline Intergovernmental Program Manager, referenced an article from Sunday's paper about Sound Transit's efforts to reduce costs and still ensure that the Lynnwood Link Extension Project is viable. He shared that the opening of the future Light Rail Stations has moved to 2024.

Deputy Mayor Stanford stressed the importance of working together to prevent cuts to ST3 and said she is glad Shoreline has the ST2 Project. She commented on the need for transit connections to the 185th Street Station and said there is still work to do and that citizens' concerns about cut through traffic need to be addressed. She said the City is also working to provide non-motorized access to the Town Center and corridor connections to get people to and from the ST3 Station at Town Center and safely across SR 522.

Councilmember Kassover shared about Lake Forest Park's Open House for the Safe Highway and Street Studies. She said residents expressed concerned with Bus Rapid Transit because of the bottleneck at the 145th Street and Interstate 5 (I-5) Interchange. She suggested hosting a joint open house to discuss the 522 Corridor and plans for the 145th Street Interchange. She pointed out that there are already traffic problems on State Route 104 and Ballinger Way and that traffic will probably increase with the opening of the 185th Street Light Rail Station.

Councilmember Riddle suggested using technology to combat cut through traffic, like contacting Google Maps to have streets removed as alternative routes from map directions, and creating a separate drop off area for autonomous cars and Uber drivers. She commented on Lake Forest Park's priority to make it safe for pedestrian and bicyclist to cross SR 522. Councilmember Wright commented on the importance of also having bus and motorized connections to Lake Forest Park's Town Center. He said transit access and feeder lines need to be preserved and talked about capitalizing on investments in cities to address park and rides, safety and corridor improvements, solve problems, and spur economic development within Town Center. He pointed out the need to focus less on property taxes to fund local government.

Councilmember Curtis pointed out that 145th Street is owned by multiple jurisdictions and asked how that communication process is going. Mr. Norris responded that Shoreline City Staff is working with Sound Transit and Washington State Department of Transportation Staff on the Interchange, and that more conversations are starting as the corridor planning process begins. Ms. Tarry noted that 145th Street and Lake City Way is a key intersection to address, and

communicated that it has been a challenge to have the City of Seattle in the room for these discussions. Mr. Norris added that the proposed change of the 185th Street Light Rail Station parking garage to the eastside of I-5 has significantly reduced costs, and said he does not believe that Lake Forest Park will be effected by additional cut through traffic.

Deputy Mayor Stanford recommended a joint approach to engage the City of Seattle to ensure that the 145th Street will work. Councilmember Herbig commented on the importance of the City of Seattle being at the table for discussions, and stated as Light Rail moves north, the potential for traffic passing to Shoreline increases. He recommended creating a voice of one and communicating these issues as a regional problem. Councilmember McConnell and Mr. MacColl recommended using the SeaShore Transportation Forum to have these discussions and encouraged outreaching to the members. Councilmember McConnell said the importance of connectivity to the Stations is being communicated to Metro and Community Transit for new and better extended routes, and suggested participating in a joint meeting with the City of Seattle following the election.

Mr. Rose stated that a corridor consultant is looking at the 145th Street/Bothell Way intersection and Shoreline's plan for better phasing and timing, and stressed the importance of ensuring bus stops are located in the right locations. Mayor Baker expressed concerned that buses will be full to capacity, questioned the frequency of service that will be provided, and said plans need to ensure that residents can get to and from the Light Rail Stations.

Mayor Roberts stated that Shoreline staff members are working with Community Transit and Metro for a seamless transition, talked about plans for pedestrian/bike improvements at and around the Stations in ST2, but said he is not certain about plans to deal with cut through traffic to the 185th Street Station.

Efforts to Address Sheltering

Mayor Roberts shared Shoreline's efforts to assist with homelessness include providing funding support to Compass Housing, Mary's Place, and Vision House. He shared that the City devoted a property for an affordable housing development and is currently working with King County Housing and Community Development on this project.

Councilmember Riddle commented that Lake Forest Park partners with service providers like the Center for Human Services, Mary's Place, and other private non-profits to help address these issues. She discussed the dangers facing elderly single women and noted that the homeless and disadvantaged in the City are a hidden and transient population.

Councilmember Kassover shared about her work on the North Urban Human Services Alliance Board that advocates for and provide human services to the homeless, and encouraged Councilmembers to join. She commented on the need to communicate as one voice to the County and the State that poverty is also a suburban problem.

Councilmember Herbig shared that Mary's Place, with 80 beds, recently opened in Kenmore and that the City partners with other human services partners to provide services and shelter. He agreed that homelessness is a regional issue.

Mayor Johnson shared about his work with the Union Gospel Mission and the services the Mission provides to homeless and drug addicted youth, figuring out real solutions to make their lives better, and encouraged Councilmembers to volunteer.

Councilmember Hall commented on the need for the Association of Washington Cities and Sound Cities Association to understand that all poor people do not reside in South King County and that poverty is not only a South King County problem.

Accommodating Seniors

Mayor Baker pointed out that 35% of the homeless population on the street are Seniors, and said they are being squeezed out of housing and required to choose between eating or purchasing medicine. He questioned how more housing can be provided to seniors and suggested the development of a Regional County Task Force on Housing. He talked about the difficulties Seniors facing homeless have, and said the younger generation of homeless can be retrained, but this is not the case with the Senior homeless population.

Mayor Roberts shared that the Shoreline City Council increased funding to the Senior Center, and are very proud to support it. He said the Center serves one-third of Shoreline residents, one-third Lake Forest Park residents, and one-third of residents from Seattle and other neighboring cities.

Councilmembers confirmed the need for the Cities to partner together on these issues and provide a united front and a regional voice.

At 6:46 p.m. the meeting was adjourned.

Bonita Roznos, Deputy City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Expenses and Payroll as of November 10, 2017
DEPARTMENT: Administrative Services
PRESENTED BY: Sara S. Lane, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$1,576,075.90 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
10/8/17-10/21/17	10/27/2017	74865-75090	15280-15298	68410-68417	\$750,823.76
	9/2/2016		14561		(\$168.12)
	9/16/2016		14585		(\$91.19)
					\$750,564.45

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
11/1/2017	1127	\$1,935.16
		\$1,935.16

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
7/27/2017*	67508	67508	\$43,000.48
10/30/2017	68408	68408	\$66,134.93
10/31/2017	68409	68409	\$500.00
11/1/2017	58907	58907	(\$255.75)
11/1/2017	58972	58972	(\$1,202.90)

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
11/1/2017	60633	60633	(\$33.00)
11/1/2017	60733	60734	(\$3.00)
11/1/2017	60741	60741	(\$7.25)
11/1/2017	60749	60749	(\$5.00)
11/1/2017	60765	60765	(\$7.60)
11/1/2017	61707	61707	(\$6.50)
11/1/2017	61775	61775	(\$5.00)
11/1/2017	61966	61966	(\$10.00)
11/1/2017	62176	62176	(\$2.00)
11/1/2017	62180	62180	(\$78.00)
11/1/2017	65183	62183	(\$19.50)
11/1/2017	62190	62191	(\$34.85)
11/1/2017	62196	62196	(\$5.50)
11/2/2017	68418	68434	\$127,575.77
11/2/2017	68435	68452	\$120,112.68
11/2/2017	68453	68468	\$485.64
11/2/2017	68469	68493	\$48,864.79
11/2/2017	68494	68518	\$121,894.75
11/3/2017	68519	68525	\$1,293.64
11/8/2017	68526	68552	\$238,964.45
11/8/2017	68553	68563	\$5,001.01
11/9/2017	68564	68572	\$51,424.00
			<u>\$823,576.29</u>

* Correcting entry

Approved By: City Manager _____ City Attorney_____

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Contract with LMN Architects in an Amount Not to Exceed \$429,821.93 for the 185 th Street Multimodal Corridor Strategy
DEPARTMENT:	Public Works
PRESENTED BY:	Nora Daley-Peng, Senior Transportation Planner
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:

In March 2015, the City Council adopted the [185th Street Station Subarea Plan](#) surrounding the 185th Street corridor to enable transformation of the current, primarily single-family community to a denser mixed-use community. To support the implementation of the Subarea Plan, development of the 185th Street Multimodal Corridor Strategy (MCS) will create a master plan for the corridor that addresses the areas transportation needs for capacity, safety, access management, and accommodations for multiple travel modes (vehicles, buses, walking, cycling, and freight). The MCS will take into consideration the future location of the Sound Transit light rail station in the vicinity of NE 185th Street and Interstate 5 (I-5), and the additional transportation demands created as a result, as well as new demands based on anticipated population growth from the rezoning.

In order to advance the MCS, staff is proposing to contract with a consultant team to provide preliminary design, engineering, and stakeholder/public outreach services. Staff has completed consultant selection and contract negotiations with LMN Architects (LMN) for this work as defined in Attachment A to this staff report. Tonight, staff is requesting that Council authorize the City Manager to execute the contract with LMN in the amount of \$429,821.93 for the development of the 185th Street MCS.

RESOURCE/FINANCIAL IMPACT:

The City has \$533,275 available from the Roads Capital Fund for this preliminary work. The project cost and budget summary is as follows:

EXPENDITURES

City Staff	\$ 50,000.00
Direct Expenses	\$ 3,453.07
Consultant Base Contract	\$ 429,821.93
Contingency	\$ 50,000.00
Total Expenditures	\$ 533,275.00

REVENUE

Roads Capital Fund	\$ 533,275.00
Total Revenue	\$ 533,275.00

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a contract with LMN for design, engineering, and stakeholder/public outreach services for the 185th Street MCS in an amount not to exceed \$429,821.93.

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

BACKGROUND

In 2015, the City Council adopted the [185th Street Station Subarea Plan](#) surrounding the 185th Street corridor that will transform the current, primarily single-family community to a denser, mixed-use community. The purpose of the 185th Street MCS is to create a master plan for the corridor that addresses the areas transportation needs for capacity, safety, access management, and accommodations for multiple travel modes (vehicles, buses, walking, cycling, and freight). The MCS will take into consideration the future location of the Sound Transit light rail station in the vicinity of NE 185th Street and I-5, and the additional transportation demands created as a result, as well as new demands based on anticipated population growth from the rezoning.

The MCS study area encompasses NE 185th Street from Fremont Avenue N to 10th Avenue NE, 10th Avenue NE between NE 185th and 180th Streets, NE 180th Street between 10th and 15th Avenues NE, and adjacent properties. The MCS will also consider multimodal connections to the light rail station from the surrounding local street network.

The MCS project team will engage stakeholders and the public for feedback throughout the process. One of the key project tasks is the development and evaluation of several options for accommodating multimodal travel along the corridor, including the option identified in the 185th Street Station Subarea Plan, as well as a minimum of two additional improvement options. The options are likely to include sidewalk improvements along the length of the corridor, options for bicycle facilities (e.g. bicycle lanes, protected bike lanes, and shared-use paths) and features that can improve transit speed and reliability. Once the options are developed, they will be analyzed for support of the project goals and evaluation criteria, in order to help identify a preferred alternative for City staff to recommend to Council for adoption.

By creating the MCS, the community, affected jurisdictions, transit agencies, developers, and potential funding partners will have a picture of the City's vision for the corridor. The MCS will help position the City to be more successful in pursuing outside funding, as grant applications or funding requests include specific details about the project and cost estimates. In addition, the MCS will guide the future of development of the corridor in a cohesive way so that different segments of the corridor can be implemented over multiple phases and still contribute to the ultimate vision of the corridor.

DISCUSSION

In order to advance the MCS, staff is proposing to contract with a consultant team to provide preliminary design, engineering, and stakeholder/public outreach services. On July 3, 2017 the City issued a Request for Qualifications (RFQ) for development of the 185th Street MCS. An informational meeting for potential consultants was advertised with the RFQ and held on July 11, 2017. The RFQ period closed on July 31, 2017.

Five Statements of Qualifications (SOQs) were received. The following consultants submitted SOQs in response to the RFQ:

- KPG
- LMN Architects
- MAKERS Architecture & Urban Design
- MIG/SvR
- Parametrix

City staff reviewed the submittals and, based upon the evaluation criteria contained within the RFQ, selected three consultant firms for interviews. The evaluation criteria included:

- Project Approach
- Related Experience of Project Team
- Expertise of Key Staff
- Statement of Qualifications Presentation

The City held interviews with the following three firms: LMN, MAKERS, and Parametrix. The interview panel included City staff from the Public Works (Transportation and Engineering Divisions) and the Planning and Community Development Departments. The interview panel selected LMN as the most qualified consultant and entered into contract negotiations. Staff negotiated a cost for the project with LMN based upon the available budget. The base contract amount for the 185th Street MCS is \$429,821.93.

The scope of work for this contract involves Project Management, Project Goals and Evaluation Criteria, Existing Conditions Analysis and Data Collection, Future Projections, Mapping and Right-of-Way, Public Outreach, Alternatives Development, Preferred Alternative, Preliminary SEPA Compliance, Multimodal Corridor Strategy Report, and Additional Services. Staff has also identified optional tasks that it might be beneficial to have the consultant perform to support the success of the project. These tasks may include pedestrian and bicycle volumes analysis, virtual reality visualization, tactical installation, bicycle intercept surveys, additional public outreach and technical support; and physical models.

The current project budget has adequate funds for the contract and possible optional tasks. The contingency would only be spent any of the optional tasks were deemed critical for the successful completion of the project.

The project is anticipated to start in late December 2017 and is anticipated to be complete by mid-year 2019.

RESOURCE/FINANCIAL IMPACT

This project is funded for design in the 2017-2022 Capital Improvement Plan. The City has \$533,275 available from the Roads Capital Fund for this preliminary work, the project cost and budget summary is as follows:

EXPENDITURES

City Staff	\$ 50,000.00
Direct Expenses	\$ 3,453.07
Consultant Base Contract	\$ 429,821.93
Contingency	\$ 50,000.00
Total Expenditures	\$ 533,275.00

REVENUE

Roads Capital Fund	\$ 533,275.00
Total Revenue	\$ 533,275.00

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a contract with LMN for design, engineering, and stakeholder/public outreach services for the 185th Street MCS in an amount not to exceed \$429,821.93.

ATTACHMENTS

Attachment A: LMN – 185th Street Multimodal Corridor Strategy Scope of Work

City of Shoreline

185TH Street Multimodal Corridor Strategy
SCOPE OF WORK – Agreement No. 8647

During the term of this agreement, LMN Architects (CONSULTANT) and team will perform professional services in connection with the 185th Street Multimodal Corridor Strategy (MCS) as described in the following scope of work. This agreement will commence with the issuance of a Notice to Proceed by the City of Shoreline (CITY).

Project Description

Background

Sound Transit plans call for light rail facilities that include a station, transit loop, and parking garage to be located at approximately NE 185th Street and Interstate 5. Through adoption of the 185th Street Station Subarea Plan in March 2015, the City of Shoreline (CITY) enabled future transformation of the current, primarily single-family community to a denser, mixed-use community. In order to process development permit applications and prioritize future capital projects, the CITY requires a Multimodal Corridor Strategy (MCS) to obtain additional information and set the vision of the NE 185th Street corridor that supports the planned development.

Project Overview

The 185th Street MCS will evaluate the needs for capacity, safety, access management, and accommodations for multiple travel modes (vehicles, buses, walking, cycling, and freight). The MCS study area encompasses NE 185th Street from Fremont Avenue N to 10th Avenue NE, 10th Avenue NE between NE 185th and 180th Streets, NE 180th Street between 10th and 15th Avenues NE, and adjacent properties. Other roads that will provide multimodal connections to the light rail station including Perkins Way, will also be considered, but most will be examined through a concurrent update to the Master Street Plan, which is a separate project.

The MCS will take into consideration the future location of the Sound Transit light rail station area at NE 185th Street on the east side of Interstate 5 and related amenities, and the additional transportation demands created as a result, as well as new demands based on anticipated population growth from the rezoning.

The MCS process will evaluate several options for accommodating multimodal travel along the corridor. It will consider the option identified through the 185th Street Station Subarea Plan process, as well as a minimum of two additional alternatives for analysis. The options are likely to include sidewalk improvements along the length of the corridor, options for bicycle facilities (e.g. bicycle lanes, protected bike lanes, and shared use paths) and features that can improve transit speed and reliability. Once the options are developed, they will be analyzed for consistency with the project goals and evaluation criteria in order to help the community and Council identify and adopt a preferred alternative.

By creating the MCS, the community, affected jurisdictions, transit agencies, developers, and funding partners will have a picture of the CITY's vision for the corridor. The MCS will help position the CITY to be more successful in pursuing outside funding, as grant applications or funding requests include specific details about the project and cost estimates. Because the MCS establishes the vision for the entire roadway, the CITY can proceed with various phases in different segments, as they have already been evaluated as features that will improve the entire corridor.

This Scope of Work involves Project Management, Project Goals and Evaluation Criteria, Existing

Conditions Analysis and Data Collection, Future Projections, Mapping and Right-of-Way, Public Outreach, Alternatives Development, Preferred Alternative, Preliminary SEPA Compliance, Multimodal Corridor Strategy Report, and Additional Services.

General Scope Assumptions:

The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

CITY will provide to CONSULTANT data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

Scope of Work:

The Scope of Work is expected to include, but not be limited to, the following tasks:

1. PROJECT MANAGEMENT

The project team will be led by the CITY project manager and will include the CONSULTANT team project manager, CONSULTANT team members, and other CITY staff. This team is anticipated to meet biweekly to review project progress, discuss key issues, and allow for input from all project participants. Additionally, there may be subject-specific meetings to review and discuss key issues.

The CONSULTANT project manager will manage all technical aspects of the project, including quality assurance and quality control, monthly reports (12) of the status of project budget, work effort progress, possible delays and significant issues, and schedule. The CONSULTANT project manager will be responsible for coordinating all aspects of the work plan with the CITY's project manager and team. The consultant project manager will be responsible for producing high quality products and meeting the agreed schedule and budget. The consultant project manager will work closely with the CITY's project manager and staff to ensure the CITY is included in all aspects of the MCS.

CITY will consider requests for staff rate escalations only once a year for the CONSULTANT and their subconsultants. The CITY's approval of staff rate escalations will not change the contract's overall Grand Total fee.

CONSULTANT should expect that all major work products/deliverables will go through at least two review stages by the CITY.

The CONSULTANT will perform the following management tasks:

1.1 The CONSULTANT will prepare and maintain a project management plan that includes a project schedule, identification of the project team, scope of services, communication processes, and quality control and assurance processes.

1.2 Schedule, scope, and budget management. The CONSULTANT will be responsible for the development of a project schedule to include the phases of project development and implementation. The project schedule will be updated monthly by the CONSULTANT to monitor project progress. Administration of work, and preparation of monthly status reports. Monthly summary reports will briefly describe the previous month's activities and the planned activities for the next month in bulleted format, identify issues and/or concerns that may affect the project scope, schedule and/or budget, and compare work accomplished to the planned schedule. Budget status reporting will include tracking of percent spent and percent complete of the project tasks and estimates to complete the project scope.

1.3 Project management team meetings. The CONSULTANT will conduct project management meetings with the CITY project manager(s) and appropriate members of the team to discuss progress of the project and resolve issues. Meeting agendas and summaries will be prepared by the CONSULTANT. For budgeting purposes, it is assumed that meetings will be mostly bi-weekly (30), may be conducted over the phone or coincided with other project meetings such as storefront studio, team kick-off, etc., and will be attended by the CONSULTANT project manager. Team debrief meetings after public events will be held at earliest convenience following the event.

1.4 Management of all sub-consultants. The CONSULTANT will set up of subcontracts, coordinate and supervise to provide integration of the work. The CONSULTANT will be responsible for monitoring sub-consultant work for adherence to scope, schedule, budget, and quality of work.

1.5 Kick-off Meeting. The CONSULTANT team and CITY staff will hold a kick-off meeting to communicate roles and responsibilities to get the team in alignment. The meeting will also include development of project goals and evaluation criteria. These goals and evaluation criteria will serve as the guidelines through which alternatives will be evaluated and a preferred alternative selected.

CONSULTANT team members will attend along with CITY staff and then prepare the draft and final documentation of this task.

1.6 CONSULTANT Team Meetings. The CONSULTANT will plan and lead twelve (12) monthly team meetings to coordinate work between the team members. CITY staff involvement is encouraged.

Task 1 CONSULTANT Deliverables:

- Project management plan
- Prepare agendas and summary notes for all Task 1 meetings;
- Presentation materials as needed for internal and external briefings;
- Invoices accompanied by monthly progress reports recapping previous work performed during the billing cycle, budget tracking, percent complete for each task, schedule, emerging and unresolved issues, actions log and upcoming work to be completed
- Incorporate of final Project Goals and Evaluation Criteria into Multimodal Corridor Strategy Report (see Task 11 below for additional details).

Task 1 CITY Responsibilities:

- Secure meeting venues for kick-off meeting and any in-person project management team meetings
- Attend kick-off meeting and project management team meetings
- Review of draft and final materials including agendas, documents, invoices, and sub-consultant reports; and Development of work plan and project schedule with the CONSULTANT.

2. EXISTING CONDITIONS ANALYSIS AND DATA COLLECTION

The consultant will prepare an existing conditions report for the study area. Existing conditions

collection and analysis activities will utilize existing City and transit provider plans and policies listed below.

2.1 Review Existing Plans. The CONSULTANT will provide the CITY with a request for information memo, listing the technical and policy information the team will need to develop and evaluate alternatives. The CONSULTANT shall review documentation gathered, prepared, and provided by the CITY from the following relevant and plans and analysis:

- Sound Transit Lynnwood Link Final Environmental Impact Statement (EIS), including City comments on the Draft EIS
- Puget Sound Regional Council Transportation 2040
- King County Metro Connects: Long Range Plan
- King County Parking Study
- Community Transit 2011 Long Range Plan
- City of Shoreline 2012 Comprehensive Plan
- City of Shoreline 2011 Transportation Master Plan, as amended
- City of Shoreline 185th Street Station Subarea Plan Final EIS
- City of Shoreline 185th Street Station Subarea Plan
- City of Shoreline Climate Action Plan
- City of Shoreline Art Plan 2017-2022
- City of Shoreline 2017-2023 Parks, Recreation, and Open Space Plan
- City of Shoreline Engineering and Utilities Development Standards, Shoreline Municipal Code Chapter 20.70, including sections pertaining to the Master Street Plan, surface water facilities, dedications, required improvements, and utility standards
- Relevant information from Sound Transit 60% Design (or more recent iteration) materials for station site and proposed improvements
- Sound Transit Special Use Permit Application and Multimodal Access Assessment and Mitigation Plan (to be provided by the CITY when available)

2.2 Traffic Analysis. The CONSULTANT will prepare a transportation analysis report for the study area. Existing conditions data collection and analysis activities will utilize existing CITY, PSRC, and transit provider plans and policies. The transportation analysis will include an inventory of current traffic volumes; evaluation of accidents, their locations, types and causes; evaluation of existing and proposed transit services; review of transportation levels of service per the City's Subarea Plan analysis and Transportation Master Plan; and inventory of the locations and types of utilities.

This task will include an inventory of current traffic volumes and traffic operations analysis.

The CITY will provide the CONSULTANT with the following materials developed as a part of the 185th Street Subarea Plan:

- Existing and future condition Synchro files
- Existing turning movement counts on 185th Street, 10th Avenue, and 180th Street

- Inventory of existing pedestrian and bicycle facilities within proximity of the NE 185th Street proposed light rail station
- Memorandum documenting methodology for forecasted traffic volumes on 185th Street, including output assumptions from previous study evaluation of walk/bike capture rates, available
- Forecasted future (2035) pedestrian and bike volumes near the proposed light rail station

Additional materials relevant from the Lynnwood Link Extension DEIS/FEIS with respect to the proposed station at NE 185th Street/I-5, will also be provided by the CITY.

The CONSULTANT will review traffic volumes developed as part of the 185th Street Station Subarea Plan to determine if they are adequate for purposes of this study. For this scope, it is assumed that the volumes previously forecasted were adequate.

2.3 Safety Analysis. The CONSULTANT shall conduct a review of the collision data obtained and summarize the type, location, and severity of accidents along the 185th Street corridor. It is envisioned that this information will be used to assist in development of recommendations for transit, vehicle, pedestrian, bicycle enhancements.

2.4 Transit Service. The existing transit service on the corridor will be inventoried and summarized by the CONSULTANT. The CONSULTANT shall coordinate with King County Metro to obtain recent ridership information for a key representative route currently operating on the 185th Street corridor. On board survey and on-time performance data will not be collected. Ridership data shall be summarized at bus stop locations along the 185th Street.

2.5 Pedestrian and Bike Facilities. The 185th Street Station Subarea Plan shall be the basis for the pedestrian and bike facilities assessment. The CONSULTANT will draw on the inventory data and findings of the 185th Street Station Subarea Plan and Sound Transit's Lynnwood Link Final Environmental Impact Statement and all relevant documents. The CONSULTANT will conduct one site visit and one follow-up visit to supplement findings and to verify existing conditions of key pedestrian and bicycle nodes and barriers. The CITY will provide the bicycle related goals and policies of the 2011 Transportation Master Plan and the City's 185th Street Station Subarea Plan analysis and the Implementation Strategy for Trails.

The CONSULTANT will prepare two maps: one ½-mile radius walkshed and one 3-mile radius bikeshed map. Each map will include 1) barriers and opportunities in existing conditions and 2) planned future improvements.

This task will include a two (2) hour coordination meeting for the CITY to transmit previously prepared material and pertinent data from aforementioned transportation plans to the CONSULTANT team and for the CONSULTANT and CITY to confirm the specific approach to accomplish the deliverables for this task. The meeting will be attended by two CONSULTANT staff. Review and revision of the walkshed and bikeshed maps will consist of a draft review and final review before final deliverable submission.

In addition, CONSULTANT will create pedestrian and bike facilities information board with content provided by the CITY.

2.6 Stormwater. The location and type of existing drainage will be inventoried using GIS data and described in a brief summary memo with map diagram.

2.7 Environmental Issues. The CONSULTANT will conduct a summary analysis to evaluate environmental constraints and features in the project area. Available water table information will be provided by the CITY.

2.8 Land Use, Neighborhoods and Urban Analysis. The CONSULTANT will review the existing land use, development patterns, and neighborhood context in the project area to identify key nodes, connections, historic setting, community centers, parks and public spaces, and distinct character districts along the corridor and how they are currently being utilized. The consultant will create a series of urban analysis diagrams that demonstrate the opportunities and constraints as they relate to urban design concerns, including placemaking and connectivity.

2.9 Parking Coordination- Coordination and summary of applicable current and existing parking analysis (Subarea, Station, Park and Ride, etc.) as they relate to the corridor improvements and understanding the tradeoff between on-street parking and other facilities in the right-of-way.

2.10 Summary Documentation. CONSULTANT will summarize existing conditions (Task 2 subtasks) in a concise technical memorandum with supporting diagrams. The CITY will provide the planning context summary from relevant Task 2.1 documents for inclusion in the CONSULTANT'S Task 2 technical memorandum.

Task 2 CONSULTANT Deliverables:

- Information request memoranda summarizing data and technical information the team needs to proceed with their work.
- *Walkshed and bikeshed maps*
- *Pedestrian and bike facilities information board*
- Draft and final technical memoranda summarizing existing conditions.

Task 2 CITY responsibilities:

- Provide any applicable available information relating to existing conditions data collection, including native files from projects above, GIS, Aerial, and CAD.
- Provide planning context summary of relevant Existing Plans and Policies from Task 2.1

3. FUTURE PROJECTIONS

FUTURE PROJECTIONS AND PLANS

3.1 Traffic Operations and Level-of-Service. The CONSULTANT shall summarize the 185th Street Station Subarea Plan's future year (2035) PM peak hour forecasted traffic volumes for the signalized and unsignalized intersections on NE 185th Street from Fremont Avenue N to 10th Avenue NE, 10th Avenue NE between NE 185th and 180th Streets, NE 180th Street between 10th and 15th Avenues NE.

The CONSULTANT shall describe the approach used by previous efforts in developing projections using resources from the subarea plan and Sound Transit's travel demand model for the Lynnwood Link Extension. The intent of this review would be to propose how the mode-split analysis could be affected through proposed project improvements (as part of Task 8). It is

assumed that no new travel demand analysis would be conducted. It is also assumed that the City's rezoning is accurately reflected in the sub area plan.

The CONSULTANT will review the adequacy of the 2035 No-Build conditions Synchro model. It is assumed that this model will be sufficient for use to evaluate alternatives. A LOS summary shall be prepared contrasting existing traffic operations to the 2035 No-Build operations.

3.2 Transit Demands. Planned programs and projects that affect transit demand and mobility for future conditions will be identified along the study corridor. This task will summarize transit projects included in Shoreline Transportation Master Plan, Metro Connects, Community Transit, and Sound Transit's long-range plan. No demand model or transit service needs analysis will be performed. This task includes coordination with King County Metro, Community Transit, and Sound Transit to identify and develop potential future plans. CITY will provide relevant information about Transit agencies' planned service headways, as available.

3.3 Pedestrian Volumes and Bike Assessment. The CITY will provide pedestrian and bicycle projection numbers from Sound Transit ridership and other planning projections in the area to be used by the Consultant as a base to assess how to accommodate and grow the demand for bicycle and pedestrian facilities from today to future densities.

3.4 Utility Plans. Local agency and utility provider programs and projects will be reviewed with respect to future utility conditions along the study corridor.

3.5 Summary Documentation. Task 3 will be summarized and documented in a Future Conditions technical memorandum.

Task 3 CONSULTANT Deliverables:

- Draft and final technical memoranda summarizing future conditions, as described in Task 3.

Task 3 CITY Responsibilities:

- Provide any applicable information relating to future conditions and projections.
- Provide review and comment for draft submitted materials.

4. MAPPING AND RIGHT-OF-WAY

The CONSULTANT will provide topographical base mapping and right-of-way mapping of the project area to support the community dialogue and agency coordination, corridor strategy development and concept plans, and future acquisition needs. The CONSULTANT will produce a CAD file detailing existing right-of-way conditions, and deliver a geo-referenced aerial image and corresponding Digital Terrain Model (DTM) produced from available LIDAR data.

Assumptions:

- Wetland delineations are not included in scope and may be added by amendment.
- The CONSULTANT will not calculate individual parcel lines as part of this task. Individual parcel lines included in the CAD file for properties along the project corridor, will be shown for informational purposes only, and will use the data from Task 4.2.

4.1 Preliminary Design Mapping. The CONSULTANT will obtain available High Resolution Ortho Imagery, which will be geo-referenced to the project coordinate system, and used to develop the preliminary design. The CONSULTANT will also obtain available LIDAR data which will be used to develop a preliminary surface and contours at two-foot intervals to help with

preliminary design. Utility mapping will be developed from available GIS layers provided by the City. Underground utilities will include water, wastewater, surface water, natural gas, electricity, street lights, and telecommunications. Mapping will include critical areas including steep slopes, wetlands, and streams (including open channel and those enclosed in underground pipes or culverts).

4.2 Right-of-Way Mapping. The CONSULTANT will obtain CITY provided GIS files for the purpose of preliminary right of way delineation. The CONSULTANT will geo-reference and survey check the information to the project coordinate system. Existing right of way boundaries and parcel lines to the depth of at least ½ block to the north and south of the primary corridors will be provided.

Task 4 CONSULTANT Deliverables:

- Geo-referenced ortho-imagery for preliminary design mapping
- Right of way lines geo-referenced to the project coordinate system
- Maps on an aerial base in electronic (GIS and AutoCAD) and paper formats (PDF)

TASK 4 CITY Responsibilities:

- Provide GIS files for existing right of way lines

5. PUBLIC OUTREACH

5.1 Public Involvement Plan. The CONSULTANT will develop a public involvement plan outlining a process to collaborate with the local and at-large community for the Corridor Strategy. The plan will include goals for public involvement, identification of affected stakeholders, neighborhoods and groups, discussion of the proposed involvement timeline for the three strategy technical milestones: goal and criteria definition and visioning, alternatives development and evaluation, and preferred alternative recommendation that will be presented to Council for discussion and adoption, project area demographics and recommended translation needs, and initial project messages. The plan will also include high-level social media integration strategy that leverages the established City social media platforms, including identification of a hashtag. The plan will be a living document that can be updated to include additional or new audiences or outreach strategies identified during the future phases. The plan will also include specific strategies to engage historically underrepresented populations in the corridor visioning process.

5.2 Public Outreach Materials. The CONSULTANT will work with the CITY to develop project materials with graphics to communicate the project purpose and schedule and relay key technical information as well as opportunities for public involvement to support and inform project milestones.

5.2.1 Project Look-and-feel. The CONSULTANT will develop project look-and-feel, including a logo, tagline, branding, and document templates, including PowerPoint presentation (white PPT background is preferred).

5.2.2 Project Fact Sheet. The CONSULTANT will develop content and graphics layout for one project fact sheet and updates to the fact sheet content throughout the project. . Fact sheet template will be color, double-sided 8.5x11” pieces that provide a clear overview of key project information.

5.2.3 Project Display Boards. The CONSULTANT will develop content and graphics layout for display boards and storefront studio drop-in sessions (See 6.4.2) to relay key technical information such as the project area and parameters of the strategy, projected corridor travel volumes, development process and review, environmental impacts and potential corridor alternatives and tradeoffs.

5.2.4 Project Notifications. The CONSULTANT will develop content and graphics layout for two postcard mailings to build project awareness and provide notification of upcoming opportunities to engage, such as online open houses, staffed studio drop-in sessions and/or local events. Notification content will also be used to create display advertisements, social media posts for the CITY to post in local publications, and/or post on existing social media platforms to advertise upcoming events.

5.2.5 Conceptual Renderings.

During the alternative evaluation phase of the study, the CONSULTANT will create up to six (6) vignette sketch renderings to demonstrate the design alternatives.

For the final storefront studio series, the CONSULTANT will develop up to three (3) vignette renderings demonstrating the preferred alternative.

5.2.6 Aerial Photography.

The CONSULTANT will capture 3-5 aerial photographs from up to two sites along the corridor to be used as “existing” condition illustrations as well as underlays for the conceptual renderings.

Assumptions:

- The CITY will maintain a stakeholder email list (via the CITY's Shoreline Alert system) of interested parties, and send any electronic communications about the project directly to interested parties.
- The CONSULTANT will coordinate with CITY-approved mail house to confirm mailing list and coordinate mailing schedule and final PDF for printing.
- The CITY will be billed directly for all printing, advertisements, translation vendor, and/or mailing costs.
- The CITY will post project updates on the CITY's project website, coordinate and place display ads and post any social media updates.

5.3 Agency and Stakeholder Outreach. The CONSULTANT will work with the CITY to engage agency and/or community stakeholder groups at key project milestones (goal and criteria definition and visioning, alternatives development and evaluation, and preferred alternative).

Key groups to proactively reach out to include:

- Major property owners (i.e. Sound Transit, Seattle City Light, Shoreline School District, WSDOT etc.)
- Utility providers (i.e. Seattle Public Utilities, Seattle City Light, Ronald Wastewater District/City of Shoreline, North City Water District, Puget Sound Energy, Comcast/Xfinity, Frontier, etc.) Transit providers (i.e. Sound Transit, King County Metro, and Community Transit)
- Community and key stakeholder group leadership (immediately affected neighborhoods, interested neighborhoods, environmental organizations, bike and pedestrian advocacy groups, etc.)

Initial outreach to agency and/or community stakeholder groups will include one-on-one

outreach (in-person or via phone) led by CITY staff to determine the best or requested method to engage agency representatives and groups throughout the project and corridor strategy development. Follow-up support from the CONSULTANT team and outreach will include preparation for, attendance, and facilitation of in-person meetings with key groups and/or organizations.

Assumptions:

- The CITY will collaborate with the CONSULTANT team to develop a contact list for agency and/or community stakeholder groups and leadership
- The CITY will lead initial outreach to agency contacts and/or community groups and leadership with the CONSULTANT team's support
- The CITY will attend all meetings with agency and/or community stakeholder groups and
- The CONSULTANT team will attend and summarize any CITY-scheduled follow-up meetings with agencies and/or stakeholder groups, as requested by the CITY, with agency representatives and/or key groups and/or organizations

5.4 Public Outreach Events and Support. The CONSULTANT will work with the CITY to provide public engagement opportunities through public events, community briefings and events, open houses, and storefront studio drop-in series.

5.4.1 Community Briefings and Events. The CONSULTANT will support the CITY to prepare for community and neighborhood briefings, at local events or fairs and festivals (i.e. Bike Everywhere Day, Richmond Beach Strawberry Festival, Shoreline Arts Festival, and Celebrate Shoreline). These briefings and events can also be used to strategically reach and solicit input from historically underrepresented populations (i.e. seniors, limited English-speaking populations, etc.).

5.4.2 Storefront Studio. The CONSULTANT will support the planning, implementation, notification, materials development, staffing and summary of input received during two (2) rounds of a three-day staffed storefront studio. The studio drop-in "office hours" will be held during diverse days of the week and time of day (weekend and weekday, afternoon and evening) to maximize the team's ability to reach corridor users and passersby. The drop-in hours can also be used to schedule one-on-one or stakeholder group conversations (i.e. with affected property owners, student groups, developers, etc.) in a work space along the corridor to collect information, feedback and input on the project.

Assumptions:

- The CITY will lead scheduling, planning, implementation and staffing, and documentation of community briefings and events with CONSULTANT support to prepare materials for these events
- The CITY will independently staff any community briefings and local events, and document input received to inform the final outreach summary (See 5.6)
- The CITY will schedule and secure locations for the storefront studio space, help set-up, and help staff and facilitate events and drop-in sessions
- The CITY and CONSULTANT team will provide formatted (to match the project look-and-feel) and public-friendly maps and data to incorporate into meeting materials and displays for the storefront studio.

- The CITY will be billed directly for all venue costs, materials translations, and printing costs pre-approved by the CITY.

5.5 Walk and Bike Tours. The CONSULTANT will support CITY staff's lead on organizing and conducting up to one (2) two-hour walk tour and one (2) two-hour bike tour with local stakeholders along the corridor in key locations. These events may also be held in tandem with the storefront studio drop-in hours. CITY will provide summaries of walk and bike tour events. The CONSULTANT will help create an itinerary map for the walk and bike tours.

5.6 Outreach Report. The CONSULTANT will prepare an outreach report at the conclusion of the corridor strategy outreach process. The report will include an overview of the outreach approach, how input was solicited and used to inform the corridor vision and strategy, what was heard from the community, and an evaluation of the outreach process.

Task 5 CONSULTANT Deliverables:

Sub-Task 5.1 CONSULTANT Deliverables:

- Public involvement plan (1 draft and 1 final)

Sub-Task 5.2 CONSULTANT Deliverables:

- Look-and-feel for logo, tagline, handouts, display boards, and PPT presentation (1 draft and 1 final)
- Six (6) display ads (1 draft and 1 final each)
- Project fact sheet (including up to 2 updates)
- Sixteen (16) total display boards (including conceptual renderings with aerial photography backgrounds) to support two rounds of storefront studio displays, including graphics (1 draft and 1 final of each)
- Project mailer(s) (up to 2)
- Email notification and social media content (up to 2 rounds)
- Project presentation (initial and up to 2 updates) to be used at a range of outreach events, including at open houses and briefings (up to 10 presentations)
- Social media plan (1 draft and 1 final)

Sub-Task 5.3 CONSULTANT Deliverables:

- Support for initial round of one-on-one outreach to agency and/or community stakeholder groups
- Support for and attendance at up to twelve (12) in-person follow-up meetings with key groups and/or organizations (3 rounds of up to 4 meetings each round with identified key groups)
- High-level summary of key takeaways from agency and stakeholder meetings

Sub-Task 5.4 CONSULTANT Deliverables:

- Preparation for up to ten (10) community briefings and/or events (i.e. neighborhood briefings, local festivals, demonstration engagement), including:
 - Materials support and preparation only, no staffing
 - Development of a feedback survey tool to use at events
- Two (2) series of three (3) half-day staffed storefront studios including:
 - Two (2) series plans (1 draft and 1 final)

- One (1) outreach staff and one (1) technical team staff for up to six (6) total four-hour storefront studio drop-in sessions (3 days for each of 2 storefront studio series)
- Two (2) series summaries (1 draft and 1 final)

Sub-Task 5.5 CONSULTANT Deliverables:

- Provide materials and attendance for community outreach events, including any notes taken during the events.

Sub-Task 5.6 CONSULTANT Deliverables:

- One (1) Outreach report (1 draft and 1 final)

Task 5 CITY Responsibilities:

- Provide review and comment for draft submitted materials.
- Also see Sub-Tasks for Assumptions and Responsibilities.

6. ALTERNATIVES DEVELOPMENT

6.1 Develop Alternatives. The CONSULTANT will develop a set of at least three (one identified in the Subarea Plan and two new) distinct alternatives that are based upon CITY and stakeholder input, public outreach, and overall consistency with the project goals. The focus of each scenario will be on the 185th Street/10th Avenue/180th Street corridor, but alternatives should consider the broader subarea street network, including side-street cross-sections and the potential to create alleys or other means to break up super-blocks and provide better connectivity to be determined through the concurrent update to the Master Street Plan.

Alternatives include, but are not limited to, many of the following components:

- Intersection improvements needed to maintain transportation levels of service along the corridor, improve safety, and/or reduce accidents;
- Physical infrastructure improvements, technology, and/or other transit supportive treatments to improve transit speed, reliability, and facilities. Transit supportive treatments can include but are not limited to queue jumps, bus lanes, and transit signal priority (TSP);
- Sidewalks, curb ramps, pedestrian related traffic control devices and other pedestrian features;
- On- or off-street bicycle facilities;
- Intersection improvements needed to facilitate freight mobility;
- Roadway channelization & cross-sections;
- 185th Street Bridge I-5 crossing improvements;
- Access management;
- Locations for utility poles and luminaires (undergrounding of utilities must be included in at least one alternative and above-ground utilities must be included in at least one alternative);
- Utility upgrades, including possible installation of district energy infrastructure (the CITY will be studying feasibility of district energy for the 185th Street Station Subarea in the

first half of 2017);

- Potential connection between NE 185th Street and 15th Avenue NE;
- Surface water management methods and facilities, focusing on bio-swales, raingardens, and other “green infrastructure” within the amenity zone;
- Critical area impact mitigation, if applicable; and
- Urban design
- Placemaking/context sensitive design elements.
- Public Art

Task 6 CONSULTANT Deliverables:

- Three (3) concept alternative as outlined in Task 6.

7.0 EVALUATION OF ALTERNATIVES

Using the evaluation criteria developed, the CONSULTANT will provide input on project alternatives to aide in the evaluation of alternatives.

Alternatives evaluation will include the following areas:

7.1 Traffic Analysis Using Synchro. THE CONSULTANT will test traffic operations using SYNCHRO for up to three (3) alternatives (using the 2035 No-Build PM model). The Synchro models will be modified in terms of potential channelization and signalization changes. Intersection LOS will be summarized for each of the alternatives.

It is assumed that one (1) of the alternatives will represent the level of mitigation proposed as part of the subarea plan. This will provide an evaluation of achieving the current level of service (LOS) D standards for the City. Subsequent alternatives will represent the conditions of the proposed configuration with no attempt to modify to meet the LOS D standard.

It is assumed that a revised 2035 demand model run will not be conducted (typically used to evaluate diversion or mode-split change resulting from significantly different roadway configurations).

7.2 Environmental Evaluation. The CONSULTANT will develop a comparative analysis of the alternatives with respect to environmental benefits and impacts. CONSULTANT will work with staff to coordinate this effort with Task 9 – Preliminary SEPA Compliance.

7.3 Safety Assessment. The CONSULTANT will provide a qualitative comparative analysis of the alternatives with respect to the multimodal analysis. The subsequent Transit, Bicycle and Pedestrian Assessments evaluation are assumed to incorporate safe travel as part of their evaluation measures and are not addressed by this task.

7.4 Transit Assessment. The CONSULTANT will develop a comparative analysis of the alternatives with respect to transit service and accommodations. The CONSULTANT will conduct a qualitative analysis of how transit service would be impacted by the proposed alternative in terms of reliability and travel time. Proposed transit enhancement features of the three (3) alternatives will also be described. Access to bus stops is assumed to be addressed

in the Pedestrian Accessibility task.

7.5 Bicycle Assessment. The CONSULTANT will develop a bicycle level of stress analysis to evaluate the proposed alternatives. It is envisioned that this will consider the type of bicycle facility (such as separation from automobiles), directness of travel, adjacent roadway PM Peak volumes, grade, lighting, and roadway speed.

7.6 Pedestrian Accessibility Assessment. The CONSULTANT will develop a pedestrian level of traffic stress analysis to evaluate the proposed alternatives. It is envisioned that this will consider the type of pedestrian facility (width and separation such as plantings and street trees), directness of travel, adjacent roadway PM Peak volumes, grade, roadway speed, and lighting. It is assumed that signal warrant analyses will not be performed.

A portion of the study may include an analysis of parallel pedestrian and bicycle facilities as recommended in the 185th Station Subarea Plan and provide location-specific recommendations on bicycle and pedestrian improvements to inform crossing treatments, bicycle facility type selection, wayfinding, and transit stop connectivity.

7.7 Freight Benefits Assessment. The CONSULTANT will develop a comparative analysis of the alternatives with respect to freight mobility.

7.8 Property Impacts. The CONSULTANT will develop a minimal comparative analysis of the alternatives with respect to property impacts that considers property acquisition and impacts to structures/buildings.

7.9 Partner Agency Standards. The CONSULTANT will consider implications of partner agency standards, such as Washington DOT, Community Transit, King County Metro, etc., on design alternatives.

7.10 Cost Comparison. The CONSULTANT will develop order of magnitude cost estimates for the alternatives and a comparative analysis of the implementation costs for the alternatives.

7.11 Street Cross Section. The CONSULTANT will develop a comparative analysis of the alternatives with respect to street cross section & lane widths.

7.12 Intersections. The CONSULTANT will develop a comparative analysis of the alternatives with respect to intersection level of service, transit considerations, and multimodal accommodation.

7.13 Placemaking. The CONSULTANT will develop a comparative analysis of the alternatives with respect to the quality of the street for people including programming opportunities, street furniture, landscaping, public art and legibility.

7.14 Street Grid Reestablishment. The CONSULTANT will develop a comparative analysis of the alternatives with respect to the continuity of a permeable street grid that improves ease of access.

7.15 Urban Design. The CONSULTANT will develop a comparative analysis of the alternatives with respect to the interface of building facades and other private/public opportunities with adjacent properties.

7.16 Utilities. The CONSULTANT will develop a comparative analysis of the alternatives with respect to the impact to utilities and integration of utilities into the streetscape alternative.

7.17 Surface Water Management. The CONSULTANT will develop a comparative analysis of the alternatives with respect to the opportunity for natural drainage or other sustainable surface water management practices.

7.18 Critical Area Impact Mitigation. The CONSULTANT will develop a comparative analysis of the alternatives with respect to the impact or opportunity to mitigate impacts to critical or sensitive areas.

7.19 Impact to On-Street Parking Assessment. Assessment of impact of installation of bike facilities and/or other improvements that could impact available on-street parking. CONSULTANT will utilize available data from the City of Shoreline's, Sound Transit's, King County Metro's parking studies that encompass the project area.

Task 7 CONSULTANT Deliverables:

- Draft and final technical memoranda describing identification and screening of initial alternatives;
- Draft and final technical memoranda describing analysis and screening of preferred alternative advanced for more detailed evaluation from Task 7

Task 7 CITY responsibilities:

- Provide review and comment for draft submitted materials.

8. PREFERRED ALTERNATIVE

Following public review and meetings, a preferred alternative (PA), CITY staff will recommend a Preferred Alternative for City Council discussion and adoption. The consultant will further develop the PA to specify the alignment, cross-sections, intersection improvements, 185th St. Bridge I-5 crossing modifications, transit infrastructure improvements, bicycle and pedestrian facilities, streetscape improvements, and utility relocation and/or upgrades.

A primary objective of this task will be to ensure that the PA is specific enough to present to elected officials, key stakeholders, affected communities, and grant funding agencies and be detailed enough to enable all parties to understand the requirements for its implementation. This includes resources to discuss potential property acquisition with homeowners. Some of the construction of the PA will take place through redevelopment, and as such the City will need to develop mechanisms to require this, including modifying Development Code regulations and Master Street Plan standards to articulate frontage improvements and setbacks.

8.1 Concept Design. The CONSULTANT will develop a concept design for the PA.

8.2 Cost Estimating. The CONSULTANT will develop planning level cost estimates for the PA by phase and segment, including costs for future phases required for its implementation (design, environmental review, right-of-way acquisition, construction). The cost estimates will include a high level risk assessment.

8.3 Preliminary ROW Needs Analysis. The CONSULTANT will prepare an analysis of preliminary right-of-way requirements based on existing property lines, required takes, and

changes to current access. Review ownership information for each parcel. 70 parcels are assumed for this work. Final parcel calculations will not be performed.

8.4 Design Guidelines. The CONSULTANT will provide design guidelines for streetscape elements such as street furniture and landscaping in a typical cross-section and brief discussion. The cross-section will illustrate the preferred dimensions of the three sidewalk zones: curb zone, travel zone and building frontage zone. Adjacent parking and bicycle facilities will be included if relevant. The guidelines will include recommendations for sidewalk dimensions and amenities such as street furniture and landscaping. A brief accompanying discussion and list with example images will be drafted.

8.5 Summary Documentation. Subtasks will be summarized in a concise memoranda. The CONSULTANT will also develop visualization materials including final cross sections (up to 5) and up to 3 renderings of the preferred concept.

Task 8 CONSULTANT Deliverables:

- Draft and final alternative analysis; including an alternatives matrix graphic
- Identify catalytic projects that should be considered for capital project funding in the future; and
- Up to 10% design plans including channelization, bicycle and pedestrian facilities, parking, traffic signals, transit speed, reliability and facility improvements, pedestrian crossings, utility modifications, relocations and/or upgrades, major structures (such as retaining walls), surface water facilities, illumination, and urban design/placemaking/context sensitive design for the PA.
- Preliminary Cost Estimate of PA
- Preliminary ROW Needs Analysis
- Design Guidelines
- Task 8 Summary documentation

Task 8 CITY Responsibilities:

- Provide review and comment for draft submitted materials.

9. PRELIMINARY SEPA COMPLIANCE

CITY staff will develop a high level environmental analysis document (assume SEPA non-project checklist) that outlines the evaluation process and PA. The CITY will analyze the PA based on criteria including air quality and greenhouse gas reduction, noise, vibrations, critical areas, storm-water management, social/economic impacts (particularly during construction), energy consumption, environmental justice, cultural and historic resources, land use, both motorized and non-motorized transportation safety, mobility, and parking.

The CONSULTANT will provide up to twelve (12) hours of coordination for the environment analysis document.

Task 9 CONSULTANT Deliverables:

- No defined deliverables for the CONSULTANT in Task 9, only CONSULTANT support for up to twelve (12) hours.

Task 9 CITY Responsibilities:

- Lead the preparation of environmental analysis document as described in Task 9.

10. PROJECT DEVELOPMENT STRATEGY AND FUNDING ASSISTANCE In consultation with the CITY Project Manager, the CONSULTANT will develop a strategy to maintain momentum developed during the MCS to advance the project into the next phases of design, environmental review, and funding procurement.

- The CONSULTANT will work with CITY staff to identify leveraging opportunities within the existing city project roster and budget, identify low hanging fruit or pilot projects to kick-off corridor improvements and outline strategies to integrate project priorities into future opportunities.
- The CONSULTANT will identify external funding sources available to the CITY.
- The CONSULTANT will provide a bulleted list of issues for final environmental clearance.
- The CONSULTANT will be available to attend up to two (2) City Council meetings.

Task 10 CONSULTANT Deliverables:

- Assumes attendance of two (2) strategy meetings.
- Assumes attendance of two (2) City Council meetings.
- Draft and final memoranda that outline a strategy to advance the project into the design and environmental review phases and funding procurement.

Task 10 CITY Responsibilities:

- Coordinate and attend all meetings associated with Task 10.
- Provide review and comment for draft submitted materials.

11. MULTIMODAL CORRIDOR STRATEGY REPORT

The CONSULTANT will prepare a final report incorporating the analyses and documentations prepared for Tasks 1-10. The primary objective of this task will be to provide a synthesis of the MCS process, describe the PA, and serve as a guide to enable all stakeholders to understand the requirements for future steps associated with improvements to the 185th Street Corridor.

Task 11 CONSULTANT Deliverables:

- Draft and final Multimodal Corridor Strategy reports in electronic and paper formats.

Task 11 CITY Responsibilities:

- Provide review and comment for draft submitted materials.

12. ADDITIONAL SERVICES (OUT OF SCOPE)

The CONSULTANT may be retained to develop additional analysis, engagement and communication tools, including but not limited to the following:

12.1 Existing and Future Pedestrian and Bike Volumes.

Based on existing demand and PSRC future employment and population forecasts, the CONSULTANT will produce maps and future activity estimates for pedestrians and bikes. The CONSULTANT will compare the existing and future scenarios to understand the intensity of required bicycle and pedestrian treatments.

12.2 Virtual Reality Visualization.

The CONSULTANT will develop 3D sketch visualizations in 360 degree Virtual Reality (VR) environment this will include three (3) locations for each of the three (3) alternatives for a total of nine (9) views.

12.3 Tactical Installation.

During the alternative evaluation phase of the study, the CONSULTANT will create a mockup of a sidewalk section alternatives to be used as a conversation tool for public input and engagement.

12.4 Bicycle Intercept Surveys.

The CONSULTANT will develop survey to collect public input on cyclist perspectives on corridor improvement.

12.5 Additional Public Outreach and Technical Support.

The CITY may request CONSULTANT support for additional public outreach and technical support as needed and defined by the CITY within the limits of the contingency budget.

12.6 Physical Model.

During the alternative evaluation phase of the study, the CONSULTANT will create up to three (3) vignette sketch/foam physical models of the corridor to demonstrate the design alternatives.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Amendment to the Agreement with SCORE for Jail Services
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Alex Herzog, CMO 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 currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition that are not eligible for work release. Inmates being held post-disposition with sentences longer than three days are transferred to Yakima County Jail. Finally, King County Jail in downtown Seattle is used as needed. As an example, King County Jail is utilized when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

The proposed amendment to the City's existing agreement with SCORE would authorize an extension to cover 2018. The agreement requires that SCORE provide the City an estimate of daily rates for the upcoming year by July 1 each year.

Tonight, staff are also bringing forward a proposed extension to the City's agreement with Yakima County Jail, covering 2018, for Council consideration.

RESOURCE/FINANCIAL IMPACT:

The entire adopted 2017 criminal justice budget, which also funds Court costs and public defense services is \$3.068 million. The 10-Year Financial Sustainability Model presented to the City Council as part of the 2016 Budget process reflected the ability to reduce annual jail costs by \$200,000 by 2017 as a result of implementing the proposed agreement with Yakima County. This has been accomplished with activity and costs on target to meet the 2017 budget of \$2 million.

The City's proposed 2018 criminal justice budget of \$3.13 million represents 6.74% of the City's General Fund appropriations. Of that amount 63.8%, or \$2.0 million, is allocated toward jail services.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to amend the agreement with SCORE to cover 2018 as the City's primary booking facility.

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

BACKGROUND

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. This requirement only relates to adults who commit offenses as those committed by defendants less than 18 years of age and all felony offenses are the responsibility of King County. As the City of Shoreline does not own its own jail facility, the City has contracted with multiple jail providers to house its inmates since incorporation.

On July 28, 2014, Council approved execution of an agreement with SCORE for jail services. Materials from the July 28, 2014 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2014/staffreport072814-8a.pdf>.

On November 30, 2015, the Council discussed the City's jails services contracts and the possibility of transferring a portion of the City's sentenced inmate population to Yakima County Jail. Materials from the November 30, 2015 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport113015-8b.pdf>.

DISCUSSION

Proposed Agreement with SCORE

The proposed extension to the agreement with SCORE is attached to this staff report as Attachment A.

SCORE states that 2018 daily rates are based upon actual expenses from April 2016 – March 2017. Rates have risen primarily because of the increased need for medical and mental health services, and the national opioid crisis. Almost 70% of inmates booked at SCORE are under the influence of drugs; 80% of which have opiates, heroin, and benzodiazepines in their systems. This epidemic has required SCORE to implement a specific detox unit to safely withdrawal these inmates from drugs and a mental health professional specializing in chemical dependency has been added to staff.

Comparing the City's three contracted jail providers, Yakima and SCORE continue to be the City's best options with regard to cost:

Jail Daily Rates	2015	2016	2017	2018
King County Jail	\$146.65	\$151.99	\$186.79	\$189.11
SCORE Jail Guaranteed Bed	\$97	\$105	\$108.78	\$120
SCORE Jail Non-Guaranteed Bed	\$135	\$157	\$162.65	\$175
Yakima County Jail	\$54.75	\$54.75	\$57.20	\$59.85

Staff propose maintaining the number of guaranteed beds (20 per day) allocated at the Guaranteed Bed rate. The City will also have access to another 20 additional beds at the guaranteed rate should they be needed.

Yakima County Jail Contract

An extension of the agreement with Yakima County Jail is also proposed tonight. Amending the agreement with Yakima County itself does not require amending the City's current contract with SCORE. However, if Council does not authorize the extension to the agreement with Yakima County for jail services for 2018, inmates will be housed at SCORE at a much higher daily rate and the City would have to increase its number of guaranteed beds.

FINANCIAL IMPACT

The entire adopted 2017 criminal justice budget, which also funds Court costs and public defense services is \$3.068 million. The 10-Year Financial Sustainability Model presented to the City Council as part of the 2016 Budget process reflected the ability to reduce annual jail costs by \$200,000 by 2017 as a result of implementing the proposed agreement with Yakima County. This has been accomplished with activity and costs on target to meet the 2017 budget of \$2 million.

The City's proposed 2018 criminal justice budget of \$3.13 million represents 6.74% of the City's General Fund appropriations. Of that amount 63.8%, or \$2.0 million, is allocated toward jail services.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to amend the agreement with SCORE to cover 2018 as the City's primary booking facility.

ATTACHMENTS

Attachment A: Draft Extension to the Agreement with SCORE for Jail Services

AMENDMENT #2 TO ORIGINAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of _____, 2017 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the City of Shoreline (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Agreement for Inmate Housing between the Parties dated _____, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

1. **2018 Bed Rates.** Section 27 (Bed Rate) of the Original Agreement is hereby replaced in its entirety to say:

In consideration of SCORE's commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

- A. Guaranteed Bed Rate: \$120 20 guaranteed beds
- B. Non-guaranteed Bed Rate: \$175

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility.

The City's use of guaranteed beds is averaged on a monthly basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services, and pharmaceuticals, except for medications for HIV, hepatitis, and biologics. In the event a City Inmate requires out-of-facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the City's Inmates.

Should the City exceed their usage of the guaranteed beds by more than 100%, or 40 beds, the rate for those beds in excess of that amount will be charged at the Non-Guaranteed Rate.

The City will have an opportunity to adjust the guaranteed bed quantity prior to July 1, of the preceding year for the next calendar year.

2. **Effective Date; Execution.** The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective **January 1, 2018**. This Amendment to Original Agreement may be executed in any number of counterparts.
3. **Ratification and Confirmation.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

Agency Name:

South Correctional Entity (SCORE)

By: _____

By: _____

Name:
Title:

Name: Penny Bartley
Title: Executive Director

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Amendment to the Agreement with Yakima County for Jail Services
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Alex Herzog, CMO 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 currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition that are not eligible for work release. Inmates being held post-disposition with sentences longer than three days are transferred to Yakima County Jail. Finally, the King County Jail in downtown Seattle is used as needed. As an example, King County Jail is utilized when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

In 2015, in order to curb jail costs, primarily due to increased jail usage and daily rates at the SCORE and King County jails, Council approved execution of an agreement with Yakima County for jail housing services. The initial contract term was one year (covering 2016), and a year later, Council authorized an extension for another year to cover 2017.

The proposed amendment for tonight's meeting would authorize an extension to the agreement to cover 2018. The proposed amendment also includes provisions to automatically extend the agreement annually for up to four more years (to potentially cover the City through December 31, 2022) if an increase to the daily bed rate does not exceed five percent from the current year's daily rate. Under this structure, if an upcoming year's proposed daily rate were to increase above five percent from the current contract year's rate, Council approval to amend the agreement accordingly would be sought. The agreement requires that Yakima County notify the City of any rate change by October 1 each year.

Tonight, staff are also bringing forward a proposed extension to the City's agreement with SCORE Jail, covering 2018, for Council consideration.

RESOURCE/FINANCIAL IMPACT:

The entire adopted 2017 criminal justice budget, which also funds court costs and public defense services, is \$3.068 million. The 10-Year Financial Sustainability Model presented to the City Council as part of the 2016 Budget process reflected the ability to reduce annual jail costs by \$200,000 by 2017 as a result of implementing the proposed agreement with Yakima County. This has been accomplished with activity and costs on target to meet the 2017 budget of \$2 million. The City's proposed 2018 criminal justice budget of \$3.13 million represents 6.74% of the City's General Fund appropriations. Of that amount 63.8%, or \$2.0 million, is allocated toward jail services.

From January 1, through September 30, 2017, the City has saved \$323,561 by utilizing Yakima County Jail to house sentenced inmates instead of SCORE; an average savings of over \$35,000 per month.

If Council were to approve the extension to the agreement with Yakima County for 2018, considering current trends, staff expect a rate of savings similar to 2017. However, exact savings for 2018 cannot be calculated as costs may be affected by a number of factors. For example, arrest rates may affect the number of cases filed by the City's prosecutor and ultimately the frequency and number of jail sentences per year. And, a judge ultimately determines the type of sentence (i.e. work release, electronic home monitoring, jail, etc.) and length of the sentence.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to extend the agreement with Yakima County to transfer most of the City's sentenced inmates from SCORE to the Yakima County Jail. If approved, the proposed agreement for jail services would cover the City through 2018 and automatically extend the agreement annually for up to four more years (to potentially cover the City through December 31, 2022) if an increase to the daily bed rate does not exceed five percent from the current year's daily rate to continue.

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

BACKGROUND

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. This requirement only relates to adults who commit offenses as those committed by defendants less than 18 years of age and all felony offenses are the responsibility of King County. As the City of Shoreline does not g its own jail facility, the City has contracted with multiple jail providers to house its inmates since incorporation.

On November 30, 2015, the Council discussed the City's jails services contracts and the possibility of transferring a portion of the City's sentenced inmate population to Yakima County Jail. Materials from the November 30, 2015 discussion can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport113015-8b.pdf>.

On December 14, 2015, Council approved execution of an agreement with Yakima County for jail housing services. This initial contract term was one year, and expired on December 31, 2016. Materials from the December 14, 2015 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport121415-8b.pdf>.

On November 14, 2016, Council approved an extension to the agreement with Yakima County for jail housing services which will expire on December 31, 2017. Materials from the November 14, 2016 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport111416-7c.pdf>.

DISCUSSION

Proposed Agreement with Yakima County

The proposed extension to the agreement with Yakima County Jail is attached to this staff report as Attachment A. New key provisions of the proposed amendment include automatically extending the agreement annually to potentially cover the City through December 31, 2022 if an increase to the daily bed rate does not exceed five percent from the current year's daily rate. Under this structure, if an upcoming year's proposed daily rate were to increase above five percent from the current contract year's rate, Council approval to amend the agreement accordingly would be sought.

Daily rates are structured with a tiered scale and the daily rate decreases as the number of inmates jailed increases. The 2018 daily rate at Yakima County Jail, at its most expensive, is \$59.85. This is the rate the City is most likely to pay as the City has averaged a use of 13.1 beds per day from January 1 through September 1, 2017. 2018 daily rates for Yakima County Jail are as follows:

Monthly Average Daily Population	Daily Rate Per Inmate
151 - above	\$53.85
126-150	\$54.85
101-125	\$55.85
76-100	\$56.85
51-75	\$57.85
26-50	\$58.85
0-25	\$59.85

Transportation of inmates and in-house medical costs are included in the daily rate.

Comparing the City's three contracted jail providers, Yakima and SCORE continue to be the City's best options with regard to cost:

Jail Daily Rates	2015	2016	2017	2018
King County Jail	\$146.65	\$151.99	\$186.79	\$189.11
SCORE Jail Guaranteed Bed	\$97	\$105	\$108.78	\$120
SCORE Jail Non-Guaranteed Bed	\$135	\$157	\$162.65	\$175
Yakima County Jail	\$54.75	\$54.75	\$57.20	\$59.85

SCORE Contract

Extension of the agreement with Yakima County Jail would not require amending the City's current contract with SCORE. However, if Council does not authorize the extension to the agreement with Yakima County for jail services for 2018, inmates will be housed at SCORE at a much higher daily rate and the City would have to increase its number of guaranteed beds.

FINANCIAL IMPACT

The entire adopted 2017 criminal justice budget, which also funds Court costs and public defense services is \$3.068 million. The 10-Year Financial Sustainability Model presented to the City Council as part of the 2016 Budget process reflected the ability to reduce annual jail costs by \$200,000 by 2017 as a result of implementing the proposed agreement with Yakima County. This has been accomplished with activity and costs on target to meet the 2017 budget of \$2 million. The City's proposed 2018 criminal justice budget of \$3.13 million represents 6.74% of the City's General Fund appropriations. Of that amount 63.8%, or \$2.0 million, is allocated toward jail services.

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RECOMMENDATION

Staff recommends that Council authorize the City Manager to extend the agreement with Yakima County to transfer most of the City's sentenced inmates from SCORE to the Yakima County Jail. If approved, the proposed agreement for jail services would cover the City through 2018 and automatically extend the agreement annually for up to four more years (to potentially cover the City through December 31, 2022) if an increase to the daily bed rate does not exceed five percent from the current year's daily rate to continue.

ATTACHMENTS

Attachment A: Draft Amendment to the Agreement with Yakima County for Jail Services

AGREEMENT FOR INMATE HOUSING 2018

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and **the City of Shoreline** (hereinafter the "City").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for inmate housing, and

WHEREAS, the City desires to transfer custody of certain of its inmates to the County to be housed in the County's corrections facilities during those inmates' confinement, and to compensate the County for housing such inmates, and

WHEREAS, the County desires to house inmates who would be otherwise in the City's custody on the terms agreed herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** The purpose and intent of this Agreement is to establish the terms under which the County will house City inmates.

2. **Definitions.**

Business day means Monday through Friday excluding Yakima County standard holidays.

Committing Court means the court that issued the order or sentence that established the City's custody of a City Inmate.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate means a person subject to City custody who is transferred to County custody under this Agreement

3. **General Provisions.** The County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

The County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. **Right to Refuse or Return City Inmate.** To the greatest extent permitted by law, the County shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City, if the City Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability**. The County shall provide notice to the City at least one business day prior to transport.

5. **City Inmate Transport.**

A. County Transported: The County shall transport City Inmates to and from the County's corrections facilities except when weather or other conditions beyond the County's control prevent transport. **City Inmate transport dates will be determined by the amount of City Inmates the City has housed with the County.**

The County will pick up and drop off City Inmates at a mutually agreed upon destination. In the event the City wishes the County to pick up and/or drop off a City Inmate at another detention or correction facility, the City shall notify the County of the location of the City Inmate for pick up and/or drop off.

The City shall provide a written inmate transport list to the County the business day prior to transport. At the time of scheduling transport if possible, but no later than transport pickup, the City shall provide to the County the warrant or court order detaining or committing the City Inmate, as well as any order that specifies the City Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each City Inmate's records in its possession to the County prior to transferring custody of the City Inmate to the County. The County will not assume custody of any City Inmate without a warrant or court order that commits the City Inmate to confinement.

- B. **City Transported:** The City will provide the County a written transport list to the County the business day prior to delivery. At the time of delivery, the City shall provide the County the warrant or court order detaining or committing the City Inmate as well as any order that specifies the City Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each City Inmate's records in its possession to the County prior to transferring custody of the City Inmate to the County. The County will not assume custody of any City Inmate without a warrant or court order that commits the City Inmate to confinement.

- 6. City Inmate Records.** The City shall provide all medical records in its possession to the County's transport officers prior to the City Inmate's departure from the City's detention or designated detention facility. In the event the City Inmate is transported by the City, the City shall provide all medical records in its possession to the County's booking officer. In the event additional information is requested by the County regarding a particular City Inmate, the County and City will mutually cooperate to provide the additional information needed.

- 7. City Inmate Property.** The County shall accept and transport City Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for City Inmate property actually delivered into County possession. The County shall hold and handle each City Inmate's personal property in the same manner it holds and handles property of other County inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to dispose of the City Inmate's property not delivered and accepted into County possession. When returning City Inmates to the City, the County shall transport City Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of the County to dispose of any of the City Inmate's property not transported with the City Inmate.

- 8. Booking.** City Inmates shall be booked pursuant to the County's booking policies and procedures. City Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to City.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the City Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

The County and City will attempt to develop a process at City detention facilities for pre-booking City Inmates who are being transferred to the custody of the County.

9. Classification. City Inmates shall be classified pursuant to the County's classification policies and procedures, and within the sole discretion and judgment of the County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

10. Housing. City Inmates shall be assigned to housing pursuant to the County's policies and procedures, and within the sole discretion and judgment of the County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the City Inmate shall be housed in the Yakima County Corrections Center. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) City Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to City Inmates housed in the Main Jail or Annex; 4) City Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. City Inmate Work Programs. The County may assign City Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

12. Health Care. The County shall provide in-facility medical care commonly associated with county corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

City Inmates shall be responsible for co-payment for health services according to County policy. The City shall not be responsible to the County for City Inmate co-payments. No City Inmate shall be denied necessary health care because of an inability to pay for health services.

The County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify the County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for the City's Inmates outside YCDOC facilities. Except, the County shall bear the expense of any such medical care necessitated by improper conduct of the County, or of its officers or agents.

The County shall notify the City as soon as reasonably possible before the City Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on the County.

Outside medical expenses for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. City Inmate Discipline. The County shall discipline City Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from County Facilities. Except for work programs or health care, and during emergencies, City Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the City Inmate's emergency removal, the County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any City Inmate without written authorization by the committing court.

15. Visitation. The County shall provide scheduled visitation for attorneys, spouses, family and friends of City Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

16. City Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their attorneys.

17. City Inmate Accounts. The County shall establish and maintain an account for each City Inmate. The County shall ensure family members and others have a reasonable process to add funds to a City Inmate's account,

Upon returning custody of a City Inmate to the City, the County shall transfer the balance of that City Inmate's account that is not subject to charges, to the City Inmate or to the City in the form of a check or a debit card in the name of the City Inmate.

In the event the County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefee or JPAY) the City may allow the County (or County's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits for such a system.

18. Detainers. City Inmates in a "Detainer" status shall be handled according to **Attachment E – Detainers**.

19. Releases. The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. City Inmates will be released in accordance with **Attachment F – City Inmate Release**.

The County shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Escape. If a City Inmate escapes County custody, the County shall notify the City as soon as reasonably possible. The County shall use all reasonable efforts to pursue and regain custody of escaped City Inmates, and shall assume all costs connected with the recapture of the City Inmate.

21. Death. If a City Inmate dies in County custody, the County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide the County with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and shipment of the body. The City may request in writing that the County arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associate with this request. Except, the County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

22. Reporting Requirements. Ordinarily on business days, the County will deliver the following reports to the JAG, which will disseminate them to the City:

Here Now Report - a report detailing City Inmates in YCDOC custody.

Housing Report – a report detailing which City Inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies City Inmates who are in special housing assignments.

23. City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where City Inmates are housed at reasonable times. During such inspections, the City may interview its City Inmates and review its City Inmates' records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records, unless it is properly authorized to do so by the inmate or the other jurisdiction.

24. Technology. The County and City may each permit the other continuous access to its computer database regarding all City Inmates housed by the County. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of the County.

By separate mutual agreement, the County and City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments and other court and conferencing needs.

25. Daily Bed Rate.

A. In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County a daily per bed rate (Daily Rate) based on the Monthly Average Daily Population (MADP) sliding scale:

<i>Monthly Average Daily Population (MADP)</i>	<i>2018 Daily Rate Per City Inmate</i>
151 – above	\$53.85
126-150	\$54.85
101-125	\$55.85
76-100	\$56.85

51-75	\$57.85
26-50	\$58.85
0-25	\$59.85

- B. Each calendar year, the County may increase the Daily Rate by no more than five percent (5%) from the current year's Daily Rate. Written notification of any change in the Daily Rate shall be sent to the City as provided in Section 39 no later than October 1 of the current calendar year in order to have the new Daily Rate effective in the following calendar year. Failure of the County to properly notify the City may result in the Daily Rate not becoming effective for the next Agreement term.
- C. The Daily Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.
- D. The County shall not charge a booking fee in connection with housing the City's Inmates.
- E. The City may purchase additional beds, as available, at the then- existing Daily Rate; however, the County shall have the right to refuse to accept custody of or house City Inmates in excess of the City's minimum bed commitment.
- F. The Daily Rate for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

26. Billing and Payment. The County shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the County and date and time released from the County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

The County shall provide said statement for each month on or about the 10th day of the following month. Payment shall be due to the County within (30) days from the billing date. The County may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

27. Duration of Agreement.

This Agreement shall automatically renew annually for no more than five (5) years unless there is written notification from one party to the other that it wishes to terminate this Agreement at the end of the current calendar year. Written notification shall be sent as provided in Section 39 to the receiving party no later than October 1 of the current year in order to terminate this Agreement by December 31 of that year.

28. Independent Contractor. In providing services under this Agreement, the County is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an

employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

29. Hold Harmless, Defense, and Indemnification. The County shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify the County, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and the County in connection with or incidental to the performance or non-performance of the City's and or County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and County shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

The County and City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

30. Insurance. The County and City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

The County and City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

31. Termination.

A. **Mutual Agreement:** This Agreement may be terminated by mutual written consent between the County and City with ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. **Imperiling Conditions:** The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to the City's Inmates [Imperiling Conditions]; 2) the City has sent County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) the County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after the County receives the City's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, the County has not cured the Imperiling Condition(s); and 2) the City has removed its City Inmates; and 3) the City has given the County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. **Material Breach:** Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon and the City shall have no further financial obligations under this Agreement from the date of removal of its City Inmates from the Yakima Facility or County's receipt of final notice that City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

32. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

33. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

34. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of County stated herein.

35. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

36. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

37. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County

38. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

39. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2018, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and the County under which the County houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

The County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event the County or City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

40. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Shawn Ledford, Police Chief
Shoreline Police Department
1206 North 185th Street
Shoreline, WA 98133

TO COUNTY: Ed Campbell, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**YAKIMA COUNTY DEPARTMENT OF
CORRECTIONS**

By: _____
Ed Campbell, Director

CITY OF SHORELINE, WASHINGTON

By: _____
City Mayor/Manager

Date: _____

Attest:
By: _____
City Clerk

Approved as to form:
By: _____
City Attorney

ATTACHMENT A
MEDICAL ACCEPTABILITY

The County shall determine the medical and mental acceptability of City Inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. City Inmates unable to stand and walk under their own power.
6. Wheel chair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. Persons with Alzheimer's, dementia or other psychological conditions to the point where the City Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
20. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
21. Female City Inmates more than 5 months pregnant. Or any female City Inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
 - a) Heart disease
 - b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) Asthma
 - f) Psychosis
 - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons with suicidal ideations or gestures within the past 72 hours.
28. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
29. Persons who have attempted suicide within the last 30 days.
30. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
31. Persons displaying current psychotic episode.
32. Persons requiring CPAP machines as prescribed must be transported with the machine.

ATTACHMENT B
PROPERTY

County transport personnel will only accept City Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the City Inmate's property bag.
3. Checks and documents (court, warrants, etc) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocketknives).
 - d) Liquids.
 - e) Any items that will not fit into the property bag.
 - f) Material deemed to be contraband.

Yakima County will limit property returned with the City Inmate to the City according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply the County with the following Classification related information, if it known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

**ATTACHMENT D
BORROWING**

One contracting city may "borrow" another contracting city's inmate as follows:

1. If a City requests the transport of another contracting City's Inmate from the County the requesting City must notify each agency with rights to custody of the inmate, and if each agency with rights to custody of the inmate notifies the County in writing (e-mail) of its approval, the County shall provide the requested transport. The County will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting City to determine whether the City Inmate shall be returned to the custody of the County, and if so, the requesting City shall make all necessary and proper arrangements with the County and any agency with rights to custody of the City Inmate, for the City Inmate's return according to the terms of this agreement.
3. The County will not track the City Inmate once he or she has left the County's facility.
4. If the City Inmate is returned to the custody of the County, the requesting City shall provide the County with sentencing/charge information. The City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the City Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow a City Inmate is not in the "Contracting Agency," the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the City of jurisdiction.
6. The County will transport the City Inmate only to a King County city that also contracts with the County for inmate housing.
7. City Inmates transported by the City, cannot be borrowed out of YCDOC.

ATTACHMENT E

This attachment only applies to City Inmates transported by the YCDOC.

WARRANTS/OTHER COURT ORDERS/DETAINERS

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a City Inmate, the Transport Officers shall review all paperwork provided by the City for all grounds to hold the City Inmate and ensure that this information is entered into the County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, the County shall check the NCIC and WACIC systems to determine if the City Inmate is subject to any valid warrants or other detainers.
 - a) If the City Inmate is subject to a warrant that is limited to King County, YCDOC will, upon receiving written permission (e mail) from the City, transport the City Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, YCDOC will release the City Inmate at the location determined by written (e mail) agreement of the YCDOC and the City under Section 5 of this Agreement.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the City Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to the City, the City Inmate is subject to a warrant that provides for statewide extradition, YCDOC will either transport the City Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the City Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be returned to the City, unless the County and City agree in writing (email) to some other course of action.

ATTACHMENT F

CITY INMATE RELEASE

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released City Inmate.
4. The County does not transport on Mondays.
5. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to City by the regularly scheduled transport, or to be released to a family member or friend, or to the streets of Yakima.
6. City Inmates transported by City must be picked up at least 12-(twelve) hours prior to the City Inmate's scheduled release date and time. If the City Inmate is not picked up before the scheduled release time, the City Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served, on the next available transport to the City.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorization for City Manager to Execute an Interlocal Agreement with the Shoreline Fire Department for the Collection, Distribution, and Expenditure of Fire Impact Fees
DEPARTMENT:	Shoreline Fire Department in Coordination with the City Manager's Office and City Attorney's Office
PRESENTED BY:	Julie Ainsworth-Taylor, Assistant City Attorney
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

ISSUE STATEMENT:

The Fire Department has requested that the City of Shoreline implement a fire impact fee program on its behalf.

The first step to implementing the fire impact fee was the preparation of a capital facilities plan by the Fire Department and incorporation of that plan into the City's Comprehensive Plan. This was accomplished when the Department's Capital Facilities and Equipment Plan and a Mitigation and Level of Service Policy were incorporated into the City's Comprehensive Plan Capital Facilities Element as part of the 2017 Docket for Comprehensive Plan Amendments on November 13, 2017 via Ordinance No. 802. The staff report for this Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport111317-7c.pdf>.

The second step in implementing the fire impact fee requested by the Fire Department was the adoption of regulations to administer the program. This was accomplished by the establishment of a new chapter, SMC 3.75, within SMC Title 3 Revenue and Finance and a new section to SMC 3.01 Fee Schedules on November 20, 2017 via Ordinance No. 791. The staff report for this Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport112017-8c.pdf>.

The final step in implementing the fire impact fee is the execution of an Interlocal Agreement that will set forth the roles and responsibilities of the Fire Department and the City in regards to the fire impact fee program (Attachment A). The Interlocal Agreement not only sets forth the roles and responsibilities of the parties but includes provisions related to annual reporting, audits, indemnification, and dispute resolution.

Pursuant to RCW 39.34, the Interlocal Cooperation Act, the governing bodies must authorize the Interlocal Agreement. The City Attorney's office drafted the Interlocal Agreement contained in Attachment A and has provided it to the Fire Department for its review and for authorization from the Board of Fire Commissioners for its execution.

No fire impact fees may be collected by the City on behalf of the Fire Department until the Interlocal Agreement is fully executed. The Shoreline Fire Department has reviewed the Interlocal Agreement and does not have any concerns with the proposed agreement.

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

City Staff requests authorization from the City Council for execution of an Interlocal Agreement with the Shoreline Fire Department for the collection, distribution, and expenditure of fire impact fees in substantially the same form as set forth in Attachment A.

ATTACHMENTS:

Attachment A – Draft Interlocal Agreement Between the City of Shoreline and the Shoreline Fire Department for the Collection, Distribution, and Expenditure of Fire Impact Fees

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

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SHORELINE AND THE SHORELINE FIRE DEPARTMENT
FOR THE COLLECTION, DISTRIBUTION, AND EXPENDITURE OF FIRE IMPACT FEES**

This INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the City of Shoreline (“City”), a Washington municipal corporation organized pursuant to RCW Title 35A, and the Shoreline Fire Department (“Fire Department”), a Washington fire protection district organized pursuant to RCW Title 52.

WHEREAS, the City is required to plan under the Growth Management Act, chapter 36.70A RCW (“GMA”); and

WHEREAS, RCW 82.02.050 gives the City 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, including fire protection facilities; and

WHEREAS, the Fire Department requires that the City, on behalf of the Fire Department, implement an impact fee program; and

WHEREAS, the Fire Department prepared a Capital Facilities & Equipment Plan (“CEFP”) and a Mitigation and Level of Service Policy (“LOS Policy”) to document needed capital improvements and the impacts of new development on fire protection facilities; and

WHEREAS, RCW 82.02.050 permits the collection of impact fees only for public facilities which are addressed by a capital facilities element of a GMA comprehensive land use plan and the City incorporated the CEFP and LOS Policy within its comprehensive plan with the adoption of Ordinance No. 802; and

WHEREAS, the City has adopted Ordinance No. 791 establishing Shoreline Municipal Code (SMC) Chapter 3.75 Impact Fees for Fire Protection Facilities which sets forth regulations to administer the impact fee program and require the execution of an interlocal agreement prior to collection of any fees; and

WHEREAS, the City and the Fire Department enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, chapter 39.34 RCW, for the purpose of administering the impact fee program and setting forth duties and responsibilities of the parties;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTAL PROMISES HEREIN, IT IS AGREED AS FOLLOWS:

I. AGREEMENT

The purpose of this Agreement is to set forth the roles and responsibilities of the City and the Fire Department (collectively, the “Parties”) with respect to the fire impact fee program established by SMC chapter 3.75. The Parties agree to comply with the terms and conditions of this Agreement which governs the collection, distribution, and expenditure of fire impact fees.

II. RESPONSIBILITIES OF THE PARTIES

A. Shoreline Fire Department Responsibilities:

1. At all times, the Fire Department shall fully comply with the requirements of RCW Chapter 82.02 related to impact fees for fire protection facilities and SMC Chapter 3.75. The Department shall expend, encumber, and refund impact fee funds and any interest earned solely as authorized by law.
2. The Fire Department authorizes the City to collect impact fees on behalf of the Department, to remit such fees to the Department, and to collect and retain for the City an administrative fee for the administration of the fire impact fee program.
3. The Fire Department shall be solely responsible for all costs incurred by the Department related to the administration of the fire impact fee program included, but not limited to, the Fire Department Staff time in reviewing impact fee applications, requests for credits and refunds, and independent fee calculations.
4. No later than January 31 of each year, the Fire Department shall submit to the Shoreline City Council a report on fire impact fees for the previous year as required by RCW 82.02.070(1), as amended. 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. If, as provided in RCW 82.02.070(3), as amended, the Fire Department has extraordinary and compelling reasons for encumbering or expending impact fees beyond the statutorily-authorized time period, the Department shall identify such findings in writing to the City Council in the annual report.
5. 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 as required by SMC 3.75.030.
6. No later than September 1 of each year, the Fire Department shall submit to the City's Administrative Services Department any proposed modification to the impact fee rates as required by SMC 3.75.030.
7. The Fire Department shall establish a separate impact fee account into which all fire impact fees distributed to it shall be deposited and from which funds will be expended or encumbered for eligible fire protection facilities pursuant to RCW Chapter 82.02.
8. The Fire Department shall maintain accounts and records necessary to ensure property accounting for all impact fee funds in compliance with this Agreement, RCW Chapter 82.02, and SMC Chapter 3.75.

B. City of Shoreline Responsibilities:

1. The City shall provide to building permit applicants all necessary documents to administer the collection of fire impact fees on behalf of the Fire Department, including a Fire Impact Fee Estimation Form.

2. The City shall, upon submittal of a building permit application, determine whether an application is exempt from the payment of fire impact fees. If an application is not exempt, the City will transmit the Fire Impact Fee Estimation Form that has been completed by the applicant to the Fire Department.
3. The Fire Department and/or applicant shall return the complete Fire Impact Fee Estimation Form to the City denoting the total fee that should be collected by the City. If an independent fee calculation has been done pursuant to SMC 3.75.060, the Fire Department shall provide, in writing, the amount that shall be collected by the City. In both situations, the City will charge an administrative fee based on the rate set forth in SMC 3.01.017. The City is under no obligation to verify the calculation of the total impact fee due.
4. The City shall collect the impact fee from an applicant prior to building permit issuance except for those building permit applications eligible for deferral pursuant to SMC 3.75.060(F).
5. The City shall establish a separate impact fee account into which all fire impact fees collected on behalf of the Fire Department shall be deposited.
6. The City shall remit to the Fire Department, on a quarterly basis, all fire impact fees collected on behalf of the Fire Department, and any interest earned, accompanied by a report of the impact fee paid by date, amount, application, and development location. Administrative fees shall be retained by the City.
7. The City shall review the Fire Department's capital facilities and equipment plan for possible adoption in conjunction with the City's comprehensive plan docket. The City shall have no obligation to review the plan if not received by the deadline established in this Agreement and SMC 3.75.030.
8. The City shall review any proposed modifications to the impact fee rates submitted by the Fire Department in conjunction with the City's budget. The City shall have no obligation to review rate modifications if not received by the deadline established in this Agreement and SMC 3.75.030.
9. The City shall in no event be responsible for the payment of any funds to the Fire Department except for impact fees collected on behalf of the Fire Department pursuant to SMC Chapter 3.75 Impacts Fees for Fire Protection Facilities.

III. AUDIT

- A. The Fire Department's records and documents with respect to all matter covered by this Agreement shall be subject to inspection, review, or audit by the City or an appropriate state agency.
- B. The Fire Department shall fully cooperate in any such inspection, review, and/or audit. The Fire Department further agrees to fully cooperate with any monitoring or evaluation activities conducted by the City that pertain to the subject of this Agreement.
- C. The Fire Department shall fully cooperate with any monitoring or evaluation activities conducted by the City that pertain to the subject of the Agreement. The Fire Department will allow the City, or appropriate state agencies and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours, all of the Fire Department's records with respect to all matters covered by this Agreement. The City and or any of its employees, agents, or representatives shall be

permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, material, payrolls, and records of matters covered by the Agreement. The City will give fourteen days advance notice to the Fire Department of fiscal audits to be conducted.

IV. HOLD HARMLESS AND INDEMNIFICATION

- A. The Fire Department shall, at its own cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees, agents, and representatives from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the acts, errors, or omissions of the Fire Department, its officers, employees, agents, or representatives relating in any way to the fire impact fee program, performance of the Fire Department's responsibilities set forth in this Agreement, failure for any reason to comply with the terms of this Agreement, any liability arising from an audit of the Fire Department's impact fee account, or compliance with the terms of SMC Chapter 3.75 or RCW Chapter 82.02, both as amended from time to time.

- B. The Fire Department further agrees that it shall, at its own cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees, agents, and representatives from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the Fire Department's failure to comply with RCW Chapter 82.02, as amended. This indemnification by the Fire Department shall include, but not be limited to:
 - 1. The Fire Department's responsibility to refund any impact fees, with interest, which are determined to have been improperly paid, regardless of whether the City erroneously required the impact fee prior to permit issuance;
 - 2. The Fire Department's responsibility to refund any impact fees with interest pursuant to the procedures set forth in RCW 82.02.080, as amended, which have not been expended or encumbered within any time period established by RCW Chapter 82.02, as amended, or if the impact fee program has been terminated, in whole or in part.
 - 3. The Fire Department's responsibility to refund any impact fees, with interest, when an applicant does not proceed with the development activity and no impact has resulted, or when a development activity was not completed and impact fee funds were expended or encumbered by the Fire Department, regardless of whether the Fire Department's determination was made in good faith.

- C. Except as provided in Paragraphs A and B of this section, the City shall, at its own cost and expense, protect, defend, indemnify, and hold harmless the Fire Department, its officers, employees, agents, and representatives from that portion of any costs, claims, judgments, or awards of damages that exceed the amount of impact fees the City has collected on behalf of the Fire Department resulting from the City, its officers, employees, agents, or representatives negligent acts or omissions; intentional acts or omissions; or failure for any reason to comply with the terms of this Agreement, Chapter 82.02, or the terms of SMC Chapter 3.75 Shoreline Municipal Code, all as may be amended from time to time. It is the intent of this Section (C) that any liability created

by the City's performance of its duties under this Agreement be satisfied first out of any impact fees attributable to the activity out of which the liability arises that have been collected by the City on behalf of the Fire Department for the particular development activity at issue, and only in the event that such impact fees collected for the particular development activity at issue are insufficient, shall the City be liable to satisfy the liability.

- D. The Fire Department's duties to the City and the City's duties to the Fire Department shall not be diminished or extinguished by the termination of this Agreement pursuant to Section VI Term.

V. NONDISCRIMINATION

There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin.

VI. TERM

- A. The term of this Agreement shall commence upon the Effective Date.
- B. This Agreement may be terminated by the mutual consent of both Parties.
- C. The City's obligation to collect impact fees under this Agreement may be terminated with or without cause by the City, at any time.
- D. Upon termination of this Agreement, all other obligations under this Agreement shall remain in effect so long as the City or the Fire Department retain unexpended, unencumbered, or unrefunded funds.
- E. Upon termination of this Agreement, the Party holding any impact fees collected under this Agreement shall ensure that any remaining impact fees and interest earned thereon are either properly expended or refunded pursuant to chapter 82.02 RCW, as amended.
- F. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or by law that either Party may have in the event that the obligations, terms, and/or conditions set forth in this Agreement are breached by the other party. The obligations under.

VII. ADMINISTRATION AND NOTICES

- A. This Agreement will be administered by the representatives named below:

The Shoreline Fire Department's representative is:

Fire Chief
17525 Aurora Avenue N.
Shoreline, WA 98133-4905
206-533-6510

The City of Shoreline's representative is:

Administrative Services Director
17500 Midvale Avenue N.
Shoreline, WA 98133-4905
206-801-2301

- B. Any notice required by this Agreement shall be in writing and addressed to the appropriate designated representative at the address which appears above (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 electronic mail; or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

VIII. DISPUTE RESOLUTION

The Parties agree to use their best efforts to resolve any disputes arising out of or related to this Agreement using good faith negotiations. The City's Administrative Services Director, or designee, and the Fire Department's Fire Chief, or designee, will attempt to mutually resolve any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement. If the disputes or questions are not resolved by these individuals, then the Parties agree that they are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. However, at all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has an obligation to agree to refer the dispute to mediation or other form of dispute resolution.

IX. GENERAL PROVISIONS

- A. **Public Records.** Both Parties acknowledge that they are a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced in connection with this Agreement may be deemed a public record as defined in the Public Records Act and that if either Party receives a public record request, unless a statute exempts disclosure, the Party must disclose the record to the requestor.
- B. **Assignment and Third Party Beneficiaries.** This Agreement is specific to the Parties and no Party shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the written consent of the other. The Parties do not intend to create any third-party beneficiaries to this Agreement and no other person will have any right of action based upon any provision of This Agreement.
- C. **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 this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

- D. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Any reference to the RCW and/or SMC shall mean those laws as amended from time to time. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.
- E. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, 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.
- F. **Headings and Construction.** Section headings are intended as information only, and shall not be construed with the substance of the section they caption. In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- G. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- H. **Effective Date.** This Agreement shall be effective when fully executed by both Parties.
- I. **No separate entity.** No separate legal or administrative entity is created under this Agreement.

Each person whose signature appears below represents, warrants, and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party for which he/she is signing this Agreement.

City of Shoreline

Shoreline Fire Department

By: _____
Debbie Tarry, City Manager

By: _____
Matt Cowan, Fire Chief

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

City Attorney, City of Shoreline

Attorney, Shoreline Fire Department

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Enter Into a Lease Agreement with the United States Postal Service for the 20031 Ballinger Way NE Site
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Dan Eernisse, Economic Development Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input type="checkbox"/> Discussion

PROBLEM/ISSUE STATEMENT:

The United States Postal Service (USPS) lost its lease of its North City location and will be vacating the premises by December 31, 2017. USPS representatives contacted City staff to aid with locating temporary, immediately available space for its retail operation, sorting operation, and vehicle parking. Staff directed them to a number of locations and one City-owned property is the preferred location for vehicle parking: the property recently acquired from King County adjacent to its Brightwater utility portal. This City-owned property is located at 20031 Ballinger Way NE (Tax parcel #7417700290). A site map of the property is attached to this staff report as Attachment A.

USPS desires to enter into a lease agreement for the 26,567 square foot property for up to four (4) six-month terms (total of two years). The initial lease term would start December 1, 2017, and would run until May 31, 2018. The three following terms, if optioned by the USPS, would run in six month increments and would conclude on November 30, 2019.

While the 20031 Ballinger Way NE site may factor into long-term Public Works, Parks, or utility use, no immediate use has been identified. Staff involved with long-term maintenance site planning indicated that planning and design for the Ballinger Way NE site will likely take at least two years.

RESOURCE/FINANCIAL IMPACT:

USPS will pay the City \$2,400 per month, or \$57,600 if all four lease terms are utilized. Staff does not anticipate significant expense related to the lease, as USPS is responsible for making any as-needed alterations to the site.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a ground lease agreement with the United States Postal Service for up to two years for the 20031 Ballinger Way NE site.

ATTACHMENTS:

Attachment A - 20031 Ballinger Way NE Site Map

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

Exhibit A



CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Sound Transit SR 522/SR523 Bus Rapid Transit Project Update
DEPARTMENT:	Public Works, Transportation Division
PRESENTED BY:	Nytasha Sowers, Transportation Services Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The Sound Transit 3 (ST3) Plan includes a bus rapid transit (BRT) line on State Route 522/State Route 523 (NE 145th Street) from Shoreline to Woodinville, to open in 2024, and funding for multi-modal access improvements to transit stations. The ST3 Plan includes a “representative alignment” for SR 522/523 BRT, which is a conceptual scope of work and estimated costs for the project for the purpose of generating preliminary cost and planning data. Tonight, staff from Sound Transit, including Kamuron Gurol, HCT Corridor Development Director, will present an overview of the ST3 Plan and then focus on the SR 522/523 BRT project. The presentation will highlight the 145th Street (SR 523) segment of the project and next steps to implement the project.

RESOURCE/FINANCIAL IMPACT:

Staff will work with Sound Transit to further the design of the SR 522/523 BRT project along the 145th Street corridor (SR 523). As the ultimate design of Sound Transit’s project may not include all of the elements of the City’s adopted 145th Street Multi-modal Corridor Study Preferred Design Concept, the City may need to acquire funding to ensure all of the elements of the 145th Street Preferred Concept are realized (or “built”).

RECOMMENDATION

There is no action required with this agenda item as this report is for discussion purposes only. Council is encouraged to ask questions of Sound Transit staff regarding the ST3 Plan and SR 522/523 BRT project.

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

BACKGROUND

On April 11, 2016, the City Council adopted Resolution No. 393 which stated the Council's formal support for the ST3 ballot measure. ST3 includes creating a BRT line on SR 522/SR 523 from Woodinville to Shoreline, to open in 2024, and funding for multi-modal access improvements to transit stations. On November 8, 2016 the ST3 ballot measure was approved by over 54 percent of voters in the Puget Sound region.

The SR 522/523 BRT project will be developed along the SR 522 and SR 523 corridors, with a western terminus at the future Shoreline South/145th Link Light Rail station (serving the SR 523/I-5 interchange). The project will continue along SR 523 to the intersection with SR 522 (Bothell Way NE) and further continue along SR 522, 98th Avenue NE, NE 185th Street and Beardslee Blvd. to the University of Washington (UW) Bothell campus. BRT service, with limited capital improvements, will be provided from UW Bothell to Woodinville.

The ST3 Plan includes a "representative alignment" for SR 522/523 BRT, which is a conceptual scope of work and estimated costs for the project for the purpose of generating preliminary cost and planning data. The project will use general purpose lanes, queue jumps, and existing and new Business Access and Transit (BAT) lanes and bus only lanes as well as operational improvements. There are nine bus station pairs, three 300-stall parking garages, and a transit center planned at UW Bothell/Cascadia College as part of the project. See Attachment A to this staff report for the proposed project alignment.

As noted above, the project is scheduled to begin revenue service along the corridor by the end of 2024. An 18-month look ahead schedule for the project is included as Attachment B. As project development proceeds, updated schedules will be developed by Sound Transit and shared with project partners for review and input.

City of Shoreline 145th Street Multi-modal Corridor Study

On April 11, 2016 the City Council adopted the Preferred Design Concept for the 145th Street Multi-modal Corridor Study, which coincides with the SR 523 portion of the SR 522/523 BRT project. The staff report for this item is available at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport041116-8c.pdf>.

The 145th Street Multi-modal Corridor Study, although slightly different than the Sound Transit representative alignment for the SR 522/523 BRT project, assumes and strongly supports the operation of bus rapid transit service and improves safety, mobility and multi-modal access to the corridor for vehicles, bikes and pedestrians.

DISCUSSION

Sound Transit's BRT program development will involve coordinated planning, design, and implementation of BRT elements, including routes, stations, a bus operations and maintenance facility, vehicle fleet, rider information/technology integration, and branding, with service beginning in 2024. To meet the challenges of delivering the ST3

projects, Sound Transit has streamlined its project delivery model, and developed new approaches for working with project partners, stakeholders, and local jurisdictions.

In support of this streamlined project delivery approach, Sound Transit has drafted a project partners' Concurrence Document for the project. The Concurrence Document is a non-binding document to be signed by applicable city managers that is intended to broadly describe roles, responsibilities, goals, and expectations for the public agencies participating in the project. Sound Transit has stated that this document and subsequent agreements will help the project partners cooperate effectively, so that revenue service begins on schedule by the end of 2024. Shoreline signed onto the Concurrence Document in early November of this year.

Tonight, staff from Sound Transit, including Kamuron Gurol, HCT Corridor Development Director, will present an overview of the ST3 Program and then focus on the SR 522/523 BRT project. The presentation will highlight the 145th Street (SR 523) segment of the project and next steps to implement the project.

COMMUNITY ENGAGEMENT

Sound Transit has stated that they will consult with their project partners to develop a Community Engagement and Communications Plan for the project that describes the process for convening and managing three community engagement groups - an Elected Leadership Group, a Stakeholder Group, and an Interagency Group – as well as engaging with the public and the media.

RESOURCE/FINANCIAL IMPACT

Staff will work with Sound Transit to further the design of the SR 522/523 BRT project along the 145th Street corridor (SR 523). As the ultimate design of Sound Transit's project may not include all of the elements of the City's adopted 145th Street Multi-modal Corridor Study Preferred Design Concept, the City may need to acquire funding to ensure all of the elements of the 145th Street Preferred Concept are realized (or "built").

COUNCIL GOALS ADDRESSED

This project addresses the following City Council Goals:

- Council Goal 2: Improve Shoreline's infrastructure to continue the delivery of highly-valued public service.
- Council Goal 3: Continue preparation for regional mass transit in Shoreline.

RECOMMENDATION

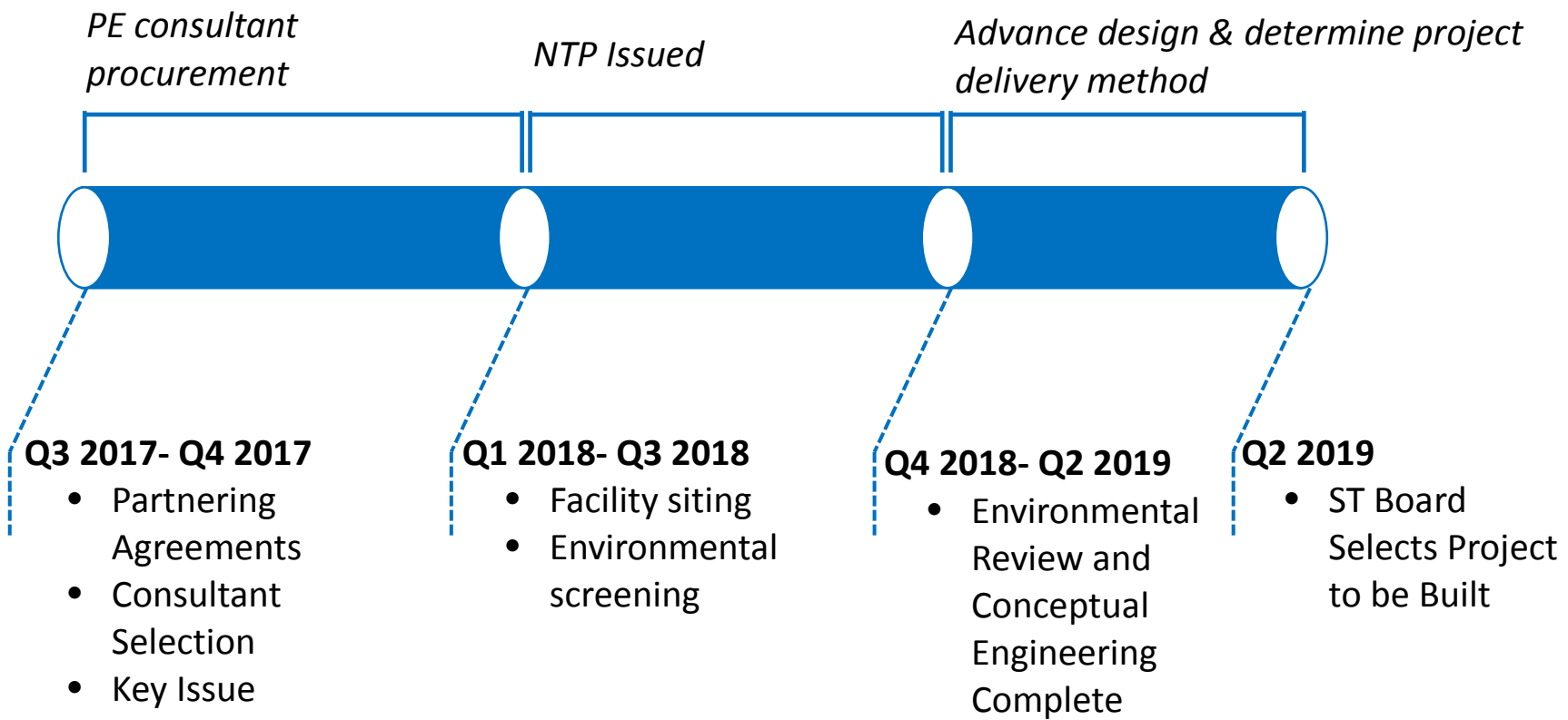
There is no action required with this agenda item as this report is for discussion purposes only. Council is encouraged to ask questions of Sound Transit staff regarding the ST3 Plan and SR 522/523 BRT project.

ATTACHMENTS

Attachment A – SR 522/SR 523 BRT Project Alignment

Attachment B – SR 522/SR 523 BRT Project Schedule 18 month Look-ahead

Attachment B: ST3 SR 522/SR 523 BRT Project Schedule, 18 month Look-ahead



CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ordinance No. 772 – Authorizing an Additional Vehicle License Fee of Twenty Dollars to Preserve, Maintain and Operate the Transportation Infrastructure of the City of Shoreline, Including Funding for Sidewalk Repairs and Retrofits
DEPARTMENT:	Public Works Administrative Services
PRESENTED BY:	Tricia Juhnke, City Engineer Sara Lane, Administrative Services Director
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:

There are approximately 75 miles of existing sidewalks throughout the City. These sidewalks were built at different times under different standards and are in need of repairs and retrofits. As a precursor to the development of the City’s American with Disabilities Act (ADA) Transition plan, sidewalks throughout the City have been inspected for compliance with ADA standards. Preliminary review and analysis of the inspections indicate over \$110 million is needed for repairs, including replacement and retrofitting existing sidewalks and curb ramps to meet ADA standards. Current funding for sidewalk repair and maintenance is very limited. Historically, \$152,000 from the general fund has been used for this annual program and recent six- year Capital Improvement Plans have increased the funding to approximately \$200,000 per year starting in 2020.

At the City Council meeting on November 20, 2017 where the Council discussed the ADA Transition Plan and associated sidewalk repair needs of the City, staff was asked to develop an ordinance for Council consideration that would increase the vehicle license fee (VLF) to provide a stable funding source to start to address this need. Proposed Ordinance No. 772 meets this request by imposing an increase to the VLF by \$20 to provide revenue to support the repair of existing sidewalks and address Strategy 5 of the 10 Year Financial Sustainability Plan by providing a funding source to replace general fund contributions to the Roads Capital Fund.

Tonight, Council will discuss proposed Ordinance No. 772. This ordinance is scheduled to be brought to Council for adoption on December 11, 2017.

FINANCIAL IMPACT:

The City’s current funding levels do not meet the need for repair and replacement of existing sidewalks. After evaluation of alternative revenue sources, increasing the VLF by \$20 has been recommended to provide a stable funding source. The increase in

VLF would generate approximately \$780,000 in annual revenue based on the number of vehicles currently registered in Shoreline. This revenue could also be used to implement a key strategy of the 10 Year Financial Sustainability Plan by eliminating the General Fund contribution to the Roads Capital Fund, allowing approximately \$680,000 to be directed to repair existing sidewalks annually.

RECOMMENDATION

No action is required tonight. Staff recommends that Council discuss proposed Ordinance No. 772 to impose a twenty dollar increase to the vehicle license fee to provide revenue to support the repair of existing sidewalks. Proposed Ordinance No. 772 is scheduled for Council adoption on December 11, 2017.

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

INTRODUCTION

The need for additional funding for maintenance of existing sidewalks has been identified for several years. The City Council discussed options for increasing funding for sidewalk maintenance and repair during their 2016 Annual Strategic Planning Workshop and again during their 2017 Annual Strategic Planning Workshop along with a discussion on construction of new sidewalk and expanding the pedestrian system plan.

Currently, annual sidewalk repair and replacement is primarily funded through a General Fund contribution and supplemented with Roads Capital funding. The Capital Improvement Plan has identified this program as being underfunded.

BACKGROUND

Council most recently discussed the City's ADA Transition Plan, associated sidewalk repair needs and alternatives for funding these needs on November 20, 2017. The staff report from this Council discussion can be found at the following link: (<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport112017-9a.pdf>).

As identified at the November 20th Council meeting, the need for funding for repair of existing sidewalks is significant with a preliminary cost estimate in excess of \$110 million dollars. An increase to the vehicle license fee (VLF) has been recommended as a revenue source to support this work effort. Adoption of a \$20 VLF would generate approximately \$780,000, and provide a total of approximately \$680,000 per year that could be used repair of existing sidewalks.

Work is also underway for prioritization of new sidewalk improvements with Council discussion anticipated in the spring of 2018. This discussion will include additional revenue sources to construct new sidewalk and potentially accelerate the repair program.

At the City Council meeting on November 20th, staff was asked to develop an ordinance for Council consideration that would increase the VLF to provide a stable funding source to start to address this need. Proposed Ordinance No. 772 meets this request by imposing an increase to the VLF by \$20 to provide revenue to support the repair of existing sidewalks and address Strategy 5 of the 10 Year Financial Sustainability Plan by providing a funding source to replace general fund contributions to the Roads Capital Fund.

ALTERNATIVES ANALYSIS

The following alternatives exists regarding proposed Ordinance No. 772:

1. **Do Nothing** – This alternative does not provide a new revenue source for repair and replacement of existing sidewalks. Funding would continue to come through the General Fund and the Roads Capital Fund. This is not recommended because it does not provide sufficient funding based on the needs of the City. Increasing

funding through the Roads Capital Fund would require eliminating or reducing other priority transportation projects.

2. **Implement the \$20 VLF Effective January 1, 2018 (*Recommended*)** - This alternative will generate approximately \$780,000 annually in revenue of which approximately \$680,000 would be programmed towards the repair, replacement and retrofit of existing sidewalk. If implemented January 1, 2018, fees would not begin being collected until July 1, 2018 and would be programmed beginning in 2019. Council could also delay the collection date of the VLF until January 1, 2019.
3. **Delay Implementation of VLF Until a Comprehensive Discussion of Funding for New Sidewalks is Held** - This is not recommended because there is a known need for funding of the sidewalk repair, retrofit, and maintenance program. State law provides limited funding mechanisms to address the City's transportation needs and one of those mechanisms is the vehicle license fee, of which the City Council has been granted authority through state law to legislatively implement up to a \$50 vehicle license fee. Delaying implementation of a VLF will delay the timeframe to program funding and begin making improvements and delays the maintenance of assets that are already the responsibility of the City.

COUNCIL GOALS ADDRESSED

This item addresses the following City Council Goals:

- Goal 1: Strengthen Shoreline's economic base to maintain the public services that the community expects; Action Step 3 – Implement the 10-year Financial Sustainability Plan to achieve sufficient fiscal capacity to fund and maintain priority public services, facilities, and infrastructure.
- Goal 2: Improve Shoreline's utility, transportation, and environmental infrastructure; Action Step 1 – Identify funding strategies, including grant opportunities, to implement the City's Transportation Master Plan including construction of non-motorized improvements.

RESOURCE/FINANCIAL IMPACT

The City's current funding levels do not meet the need for repair and replacement of existing sidewalks. After evaluation of alternative revenue sources, increasing the VLF by \$20 has been recommended to provide a stable funding source. The increase in VLF would generate approximately \$780,000 in revenue based on the number of vehicles currently registered in Shoreline. This revenue could also be used to implement a key strategy of the 10 Year Financial Sustainability Plan by eliminating the General Fund contribution to the Roads Capital Fund, allowing approximately \$680,000 to be directed to repair existing sidewalks annually.

RECOMMENDATION

No action is required tonight. Staff recommends that Council discuss proposed Ordinance No. 772 to impose a twenty dollar increase to the vehicle license fee to

provide revenue to support the repair of existing sidewalks. Proposed Ordinance No. 772 is scheduled for Council adoption on December 11, 2017.

ATTACHMENTS

Attachment A – Proposed Ordinance No. 772

ORDINANCE NO. 772

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AUTHORIZING AN ADDITIONAL VEHICLE LICENSE FEE OF TWENTY DOLLARS, FOR A TOTAL ANNUAL VEHICLE LICENSE FEE OF FORTY DOLLARS.

WHEREAS, as provided in RCW 36.73, the Shoreline City Council formed a city-wide transportation benefit district known as the Shoreline Transportation Benefit District (“TBD”) in 2009; and

WHEREAS, in October 2015, via Ordinance No. 726, the Shoreline City Council assumed the rights, powers, functions, immunities, and obligations of the TBD and the Council became the governing board; and

WHEREAS, RCW 36.73.065(4) and SMC 3.60.030(A) authorizes the TBD, by majority vote of the governing board and without a public vote, to impose a vehicle license fee of up to \$40.00 provided a vehicle fee of \$20.00 has been imposed for a least 24 months; and

WHEREAS, in July 2009, as authorized by RCW 36.73.065, the TBD imposed a vehicle license fee of \$20.00; and

WHEREAS, the City Council, as the governing board, now finds it is in the best interest of the citizens of Shoreline to increase the annual vehicle license fee to \$40.00 for the purpose of preserving, maintaining, and operating the transportation infrastructure of the City of Shoreline, specifically to assist in the funding of multi-model improvements such as curbs, gutters, and sidewalks; and

WHEREAS, RCW 82.80.140(4) mandates that no fee may be collected until six (6) months after approval under RCW 36.73.065;

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

Section 1. Increased Annual Vehicle License Fee. The annual vehicle license fee of \$20.00 shall be increased to an annual fee of \$40.00, consistent with RCW 36.73.065 and SMC 3.60.030, and is to be collected by the Washington State Department of Licensing on qualifying vehicles as set forth in RCW 82.80.140 and chapters 36.73 and 46.16 RCW.

Section 2. Effective Date of Fee Collection. The increase vehicle license fee will not be collected sooner than six months after approval of this Ordinance as provided in RCW 82.80.140(4). The existing annual vehicle license fee of \$20.00 established in 2009 shall remain in effect and be collected by the Washington State Department of Licensing until the effective date of the increase vehicle license fee established by this Ordinance.

Section 3. Revenues. The revenues received by the \$20.00 increase shall be used only for transportation improvement projects contained in the Curb, Ramp, Sidewalk Repair and Maintenance Program of the City's Transportation Plan.

Section 4. Directions to City Clerk. The City Council directs the City Clerk to notify the Washington State Department of Licensing of the vehicle fee established in Section 1 of this Ordinance and to request that the Department of Licensing take all steps necessary to implement collection of this fee in accordance with RCW 82.80.140.

Section 5. 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 6. 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 7. 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 January 1, 2018, PROVIDED THAT, the increased vehicle license fee shall not become effective until six months after approval of this Ordinance.

PASSED BY THE CITY COUNCIL ON DECEMBER 11, 2017.

Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney

Date of Publication:

Effective Date: January 1, 2018

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ordinance No. 809 – Amending Shoreline Municipal Code Chapter 3.55 to Allow for Real Estate Broker Sale as a Method of Sale for Surplus Real Property
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:

Shoreline Municipal Code (SMC) Chapter 3.55 sets forth the procedures for the disposition of surplus real property owned by the City. When declaring property to be surplus, the City Council is required to determine which method the property is to be sold by – sealed bid, auction, or negotiated sale (when aggregating abutting properties). Allowing for the use of a licensed real estate broker will provide the City Council with another option for the disposition of surplus real property.

Proposed Ordinance No. 809 (Attachment A) provides for this code amendment. Tonight, Council is scheduled to discuss this proposed ordinance. Proposed Ordinance No. 809 is scheduled for Council adoption on December 11, 2017.

CITY RESOURCE/FINANCIAL IMPACT:

There is no immediate financial impact for the adoption of Proposed Ordinance No. 809. If the City Council elects this method for disposition of surplus property, the commission charged will be negotiated at that time.

RECOMMENDATION

No action is required by the City Council at this time. This is a discussion item only and staff is requesting any direction and/or changes that the City Council would like at this time. Proposed Ordinance No. 809 will return to the City Council on December 11, 2017 for final adoption.

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

BACKGROUND and DISCUSSION

Adopted in 2012 in response to property remnants acquired as part of the Aurora Corridor Project, the City Council adopted Ordinance No. 626 which Shoreline Municipal Code (SMC) Chapter 3.55 sets forth the procedures for the disposition of surplus real property owned by the City. The staff report for adoption of this ordinance can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/Council/Staffreports/2012/Staffreport012312-7c.pdf>

When declaring property to be surplus, the City Council is required to determine which method the property is to be sold by – sealed bid, auction, or negotiated sale (when aggregating abutting properties). Allowing for the use of a licensed real estate broker will provide the City Council with another option for the disposition of surplus real property that could facilitate and realize a greater value through the use of the services of a licensed real estate broker.

For example, via Resolution No. 411, the City Council determined the Shoreline Police Station (N 185th Street) to be surplus and authorized its sale via sealed bid for a minimum price of US \$2.1 million. Given the current real estate market, utilizing a broker to list and market this property may realize a higher sales price than by sealed bid.

Many other governmental agencies in Washington permit surplus property to be sold via a real estate broker. The Washington State Department of Transportation and Washington School Districts may sell surplus real property via a broker (RCW 47.12; RCW 28A.335). Many cities utilize real estate brokers at times for disposing of property including the cities of Bellevue, Fife, Seattle, and Renton.

Proposed Ordinance No. 809 (Attachment A) would provide for this code amendment to allow surplus property to be sold via a real estate broker. In addition to allowing this method of sale, the proposed code would also set forth the following procedures that would need to be followed if this method of sale were to be used:

- The real estate broker shall be licensed in the State of Washington;
- The property shall be listed for no less than the appraised fair market value or the price set by the Council;
- The property must be advertised on the open market for a minimum of two weeks by the use of newspapers, real estate multiple listing services, or other commercially reasonable methods; and
- The broker's commission rate will be no more than that otherwise charged in the Shoreline area for such services.

RESOURCE/FINANCIAL IMPACT

There is no immediate financial impact for the adoption of Proposed Ordinance No. 809. If the City Council elects this method for disposition of surplus property, the commission charged will be negotiated at that time.

RECOMMENDATION

No action is required by the City Council at this time. This is a discussion item only and staff is requesting any direction and/or changes that the City Council would like at this time. Proposed Ordinance No. 809 will return to the City Council on December 11, 2017 for final adoption.

ATTACHMENTS

Attachment A – Proposed Ordinance No. 809

ORDINANCE NO. 809

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING SHORELINE MUNICIPAL CODE CHAPTER 3.55 TO ADD REAL ESTATE BROKER SALE AS A METHOD OF SALE FOR SURPLUS REAL PROPERTY.

WHEREAS, on January 23, 2012, the City of Shoreline, by Ordinance No. 626, established Shoreline Municipal Code (SMC) Chapter 3.55 setting forth procedures for the disposition of surplus real property; and

WHEREAS, SMC 3.55.011(B) requires the City Council to determine by which of three methods real property is to be sold by sealed bid, at auction, or through negotiated sale; and

WHEREAS, SMC 3.55.012(C) limits the use of negotiated sale to situations dealing the with aggregation of abutting properties; and

WHEREAS, allowing for the sale of surplus real property by a licensed real estate broker will provide an additional option for facilitating and realizing a greater value through the use of the services of a broker.;

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

Section 1. Amendment to SMC Section 3.55.011 Surplus property declaration. SMC 3.55.011 is amended as follow:

A. Real property owned by the city may be declared surplus by the city council after the following procedures have been completed:

1. The city manager shall include the following information in the staff report to council for each parcel under consideration:
 - a. Description of the subject parcel's size, general location, and legal description;
 - b. Description of the circumstances under which the subject parcel was obtained;
 - c. Description of what funds were used to initially acquire the subject parcel;
 - d. Recommendation as to which fund the proceeds from its sale should be credited;
 - e. History of municipal use, if any, or uses for which it might be held;
 - f. Value of the subject parcel and whether further appraisal before sale is recommended and the type of appraisal required (see SMC 3.55.012(A)(2));
 - g. Whether the subject parcel is only usable by abutting owners or is marketable;

- h. Whether special consideration ought to be given to some other public agency that has a use for the subject parcel;
 - i. Whether the subject parcel should be sold at auction, by sealed bid, by a licensed real estate broker, or by negotiation;
 - j. Recommendation as to whether any special covenants or restrictions should be imposed in conjunction with sale of the subject parcel;
 - k. For land acquired for public utility purposes, whether the land is no longer required to provide continued public utility service.
2. A public hearing shall be held to consider the surplus declaration for the subject parcel. Notice of said hearing shall be published in the city's official newspaper and mailed to all property owners within 500 feet of the subject parcel not less than 10 days nor more than 25 days prior to the hearing.

B. Following the public hearing, the council shall determine whether the subject parcel shall be declared surplus. Any declaration of surplus property shall be made by resolution. The resolution shall also make the following determinations:

- 1. Whether the subject parcel should be sold by sealed bid, at auction, by a licensed real estate broker, or through negotiated sale;
- 2. Whether special covenants or restrictions should be imposed as a condition of the sale; and
- 3. The minimum acceptable price, in accordance with SMC 3.55.010(B) and 3.55.012.

Section 2. Amendment to SMC Section 3.55.012 Sale procedure. SMC 3.55.012 is amended as follows:

The following procedures and requirements shall apply to the sale of surplus property:

A. Determination of Value/Minimum Acceptable Price.

- 1. If the city has a sufficient and acceptable appraisal of the subject property, no additional appraisal shall be required.
- 2. If an acceptable appraisal is not available, the city manager shall obtain:
 - a. Limited opinion of value for properties under \$25,000;
 - b. Short form appraisal report for properties under \$50,000; or
 - c. Full narrative appraisal report.

B. Sale by Bid or Auction. In the event the subject parcel is to be disposed of by sealed bid or by auction, the following notification procedures shall be followed:

- 1. A notice of the city's intent to dispose of the subject parcel shall be conspicuously posted on the property no less than two weeks prior to the date set for the close of bids or the date set for the auction.

2. Notice shall be published in the city's official newspaper at least once each week for three consecutive weeks preceding the deadline for the submittal of sealed bids or the public auction. All notices shall include a description of the subject parcel, the procedure by which the subject parcel is to be disposed of, any earnest money deposits which must be made and the minimum price that will be accepted.

C. Negotiated Sale. If the subject parcel can only be put to its highest and best use when aggregated with an abutter's property because of its size, shape, topography, or other restriction, the subject parcel may be negotiated for sale to the abutter, provided:

1. The abutter is willing to purchase for the fair market value of the subject parcel as determined under subsection A of this section;

2. If more than one qualifying abutter expresses interest in purchasing the subject parcel, the city council may solicit sealed bids from all; and

3. A person shall not be deemed to be an abutter if a right-of-way separates his property from the subject parcel unless purchase will allow a higher and better use of the abutter's property.

D. Real estate broker sale. In the event the subject parcel is to be disposed of by real estate broker sale, the following procedures shall be follows:

1. The real estate broker shall be licensed in the State of Washington;

2. The property shall be listed for no less than the appraised fair market value or the price set by the council;

3. The property must be advertised on the open market for a minimum of two (2) weeks by the use of newspapers, real estate multiple listing services, or other commercially reasonable methods; and

4. The broker's commission rate will be no more than that otherwise charged in the Shoreline area for such services.

E. Earnest Money/Time to Closing.

1. Disposition by Sealed Bid or Auction. Where a subject parcel is sold by sealed bids or auction, any and all bids submitted must be accompanied by a bid deposit in the form of a cashier's check payable to the city of Shoreline in the amount of five percent of the bid or \$5,000, whichever is greater. Such deposit accompanying the successful bid shall be deposited into an administrative trust account until closing on the purchase of the parcel and payment of the remaining amount of the purchase price shall be made within 30 days. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become nonrefundable as liquidated damages; provided, however, that the purchaser may deposit an additional \$5,000 extension fee, in which case the time to make full payment shall be extended for an additional 30 days. In the event full payment is not made by the conclusion of the additional period, all deposits shall be retained as liquidated damages for lost time and

expense. The city council reserves the right to waive any irregularities in the bid process.

2. Disposition by Broker Sale or Negotiated Sale. Where property is sold by real estate broker sale or negotiated sale, the purchaser shall deposit earnest money into escrow in the amount of \$5,000 or five percent, whichever is greater, within three business days of execution of a purchase and sale agreement for the purchase of the subject parcel. Earnest money forfeitures and sale extensions under subsection ~~(D)~~(1) of this section shall apply.

E F. Form of Conveyance. All conveyances shall be made by quitclaim deed.

F G. Closing Costs. All closing costs, exclusive of deed preparation, shall be borne by the purchaser including, but not limited to, survey work, title insurance if desired, recording costs, and escrow fees if applicable

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

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

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

PASSED BY THE CITY COUNCIL ON DECEMBER 11, 2017.

Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney

Date of Publication:

Effective Date: