



AGENDA

SHORELINE CITY COUNCIL WORKSHOP DINNER MEETING

Monday, June 24, 2019
5:45 p.m.

Conference Room 303 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: Parks, Recreation and Cultural Services/Tree Board

SHORELINE CITY COUNCIL REGULAR MEETING

Monday, June 24, 2019
7:00 p.m.

Council Chamber · Shoreline City Hall
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
(a) Proclaiming Parks, Recreation and Cultural Services Month	<u>2a-1</u>	
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
6. APPROVAL OF THE AGENDA		7:20
7. CONSENT CALENDAR		7:20
(a) Approving Minutes of Workshop Dinner Meeting of 6/10/2019	<u>7a1-1</u>	
Approving Minutes of Regular Meeting of 5/13/2019	<u>7a2-1</u>	
(b) Approving Expenses and Payroll as of June 7, 2019 in the Amount of \$1,683,303.02	<u>7b-1</u>	
(c) Authorizing the City Manager to Execute Amendment 1 to the Agreement with Herrera Environmental Consultants, Inc., for Additional Professional Services in Support of Phase 2 (Design) of the Hidden Lake Dam Removal Project	<u>7c-1</u>	
(d) Adopting Ordinance No. 860 - Granting a Non-Exclusive Franchise to Puget Sound Energy to Construct, Maintain, Operate, Replace, and Repair a Natural Gas Utility System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline	<u>7d-1</u>	

- (e) Authorizing the City Manager to Execute a Professional Services Agreement with KPPF Consulting Engineers in the Amount of \$897,854 for Preliminary Design of the 148th Street Non-Motorized Bridge Project 7e-1
- (f) Authorize the City Manager to Execute an Agreement with LKP, Inc., dba Innovative Vacuum Systems, for \$300,000 and the Option for an Additional \$150,000 for 2021 to Provide Professional Services of CCTV Inspections of City-owned and Operated Stormwater Drainage Pipes 7f-1
- (g) Authorizing the City Manager to Execute a Local Agency Agreement with the Washington State Department of Transportation for the 148th Street Non-Motorized Bridge Project 7g-1
- (h) Waiving Council Rule 2.4, A Through E, and Reappointing Erik Ertsgaard and Ivan Brown to the Shoreline Parks, Recreation & Cultural Services/Tree Board 7h-1
- (i) Authorizing the City Manager to Execute the Right of Entry Agreement, Temporary Construction Easement, Utilities Easement, Wall Maintenance Easement, and Subsurface Anchor Easement and Authorizing the City Manager to Finalize in a Format Acceptable to the City Attorney’s Office and Execute the Ridgecrest Park Memorandum of Possession and Use Agreement, Administrative Possession and Use Agreement, the Statutory Warranty Deed, and the Right-of-Way Dedication Deed with Sound Transit 7i-1

8. ACTION ITEMS

- (a) Adopting Ordinance No. 859 – Establishing a New Chapter, SMC Chapter 5.25 Filming Regulations and Amending SMC Chapter 3.01 8a-1 7:20

9. STUDY ITEMS

- (a) Discussing Ordinance No. 866 – Authorizing the Placement of a Ballot Measure on the 2019 General Election Ballot to Authorize a Property Tax Bond Measure for the Community and Aquatics Center and Priority Park Investments 9a-1 7:40
- (b) Discussing the 2018 Annual Traffic Report 9b-1 8:10

10. EXECUTIVE SESSION: Litigation – RCW 42.30.110(1)(i) 8:40

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.

11. ADJOURNMENT 9:10

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

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

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

ISSUE STATEMENT:

July is National Parks and Recreation Month. This is an opportunity to acknowledge the many parks, recreation and cultural services partners and programs that provide facilities, programs, and opportunities which enrich the lives of Shoreline residents.

Tonight, Erik Ertsgaard and Ivan Brown, both youth members of the Parks, Recreation and Cultural Services/Tree Board, will accept the Proclamation (Attachment A).

The Parks, Recreation and Cultural Services/Tree Board, or PRCS/Tree Board, advises the City Council and City staff on a variety of parks and recreation issues including plans and policies, park operation and design, recreation program activities, public art, property acquisition and development of rules and regulations.

The youth of our community are primary users of parks, trails, and recreational and cultural programs and their representation provides an important perspective on the Boards and Committees that study them; therefore, on April 1, 2007 the City Council amended the membership of the PRCS/Tree Board by adoption of Ordinance No. 458 to add two youth members. Erik Ertsgaard has served two one-year terms on the Board and has also participated on the Public Art Jury, and Ivan Brown is completing his first term on the Board. Both youth members have provided an insightful youth perspective on parks, recreation and cultural services topics.

Parks and Recreation Month provides an opportunity to celebrate the value of the youth perspective on the City's Boards and Commissions, and to acknowledge the good work of our community partners, including the Shoreline/Lake Forest Park Arts Council, King County Library System, Kruckeberg Botanic Garden Foundation, Shoreline Historical Museum, the Shoreline School District, the Dale Turner YMCA, and many others. All of these organizations plus several Shoreline businesses, working together, provide valuable recreation and cultural activities for Shoreline residents of all ages to gain knowledge, develop skills, and encourage healthier lifestyles.

The City of Shoreline would like to thank Erik Ertsgaard and Ivan Brown and all of these agencies and organizations for their continued efforts to make Shoreline a healthy, happy, and connected community.

RECOMMENDATION

The Mayor should read the proclamation declaring July as Parks, Recreation and Cultural Services Month in the City of Shoreline.

ATTACHMENTS:

Attachment A: 2019 Parks, Recreation and Cultural Services Month Proclamation

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



PROCLAMATION

WHEREAS parks, recreation and cultural programs are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all people, and contributing to the economic and environmental well-being of a community and region; and

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

WHEREAS recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and improve the mental and emotional health of all people; and

WHEREAS cultural services strengthen the community's identity, enhance the natural and built environment, and support Shoreline's commitment to diversity, inclusion, and the arts; and

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

NOW, THEREFORE, I, Will Hall, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim the month of July 2019 as

PARKS, RECREATION AND CULTURAL SERVICES MONTH

in the City of Shoreline.

Will Hall, Mayor

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF WORKSHOP DINNER MEETING

Monday, June 10, 2019
5:45 p.m.

Conference Room 303 - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: None

STAFF: Debbie Tarry, City Manager

GUESTS: Dick Cushing, Waldron and Company

At 5:45 p.m., the meeting was called to order by Mayor Hall. Councilmember Scully arrived at 5:57 p.m. and Councilmember Roberts arrived at 5:49 p.m.

At 5:50 p.m., Mayor Hall recessed into Executive Session for a period of 60 minutes as authorized by RCW 42.30.110(1)(g) to review the performance of a public employee and stated that the Council is not expected to take action following the Executive Session. Debbie Tarry; City Manager, attended the Executive Session. The Councilmembers and Ms. Tarry were joined by Dick Cushing of Waldron and Company.

The Executive Session ended at 6:50 p.m. and the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, May 13, 2019
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: None

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

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

(a) Proclaiming Armed Services Appreciation Day

Mayor Hall read a proclamation declaring May 18, 2019 as Armed Services Appreciation Day. The proclamation was accepted by Sergeant Ryan Benson, USMC, and several future Marines. Sergeant Benson said the City's acknowledgement of Armed Services Appreciation Day makes a big impact on active duty service members and the future Marines expressed gratitude for the recognition.

3. REPORT OF CITY MANAGER

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

4. COUNCIL REPORTS

Councilmember Scully reported that at a recent Continuum of Care Board Meeting it was established that by September there will be a detailed plan for a regional authority on homelessness. He said he also participated in presenting information on the Medic One/Emergency Medical Services Levy to the King County's Regional Policy Council. He said the response was favorable and that King County has voted to put the countywide Levy on the ballot.

Mayor Hall said that several Councilmembers attended the Richmond Beach Strawberry Festival and the Arts Council Gala over the weekend. He added that on Saturday he attended the Cities Climate Summit, at which the Climate and Sustainability Director for the City of Portland, Oregon shared information on how Portland has been able to decrease emissions while growing the population and jobs.

5. PUBLIC COMMENT

Tamarah Lee, Shoreline Hopelink Center Manager and representative of the North Urban Human Services Alliance (NUHSA), thanked the Council for proclaiming Affordable Housing Week and for the recognition of the urgent need for affordable homes in the community. She invited the Council to the NUHSA event on May 16, 2019.

Laethan Wene, Shoreline resident, thanked everyone who supported the Special Olympics in Shoreline over the weekend.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

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

(a) Approving Minutes of Regular Meeting of April 1, 2019

(b) Approving Expenses and Payroll as of April 26, 2019 in the Amount of \$3,082,777.50

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
3/10/19-3/23/19	3/29/2019	83852-84093	16198-16219	73650-73655	\$861,315.87
3/24/19-4/6/19	4/12/2019	84094-84350	16220-16248	73854-73859	\$737,601.45
					\$1,598,917.32

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
4/25/2019	1145	\$4,768.85
		\$4,768.85

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
4/8/2019	73649	73649	\$2,990.00
4/10/2019	73656	73691	\$255,903.68
4/10/2019	73692	73731	\$1,255.02
4/10/2019	73732	73740	\$8,675.08
4/10/2019	73741	73761	\$30,307.43
4/10/2019	73762	73773	\$6,768.59
4/17/2019	73774	73794	\$255,260.53
4/17/2019	73795	73816	\$141,642.18
4/17/2019	73817	73847	\$822.80
4/17/2019	73848	73850	\$91,760.46
4/17/2019	73851	73851	\$7,838.41
4/18/2019	73852	73853	\$61,425.24
4/24/2019	73860	73893	\$291,060.88
4/24/2019	73894	73931	\$1,174.49
4/24/2019	73932	73941	\$30,295.51
4/24/2019	73942	73961	\$65,095.53
4/24/2019	73962	73969	\$123,329.42
4/25/2019	73970	73970	\$103,486.08
			<u>\$1,479,091.33</u>

8. ACTION ITEMS

- (a) Public Hearing and Discussion on Resolution No. 437 - Approving Placement on the Ballot of a Countywide Levy Proposal for Funding the Medic One/Emergency Medical Services Levy for the Period from January 1, 2020 through December 31, 2025

Jim Hammond, Intergovernmental Program Manager, welcomed Michele Plorde, Director of the Emergency Medical Services (EMS) Division, Public Health – Seattle and King County, who delivered the presentation.

Ms. Plorde described the value of the Medic One/Emergency Medical Services program and explained the tiered EMS system of triaging, dispatch, and transport and the partnership with a variety of departments in King County. She described the data they collect to evaluate the effectiveness of the system and shared statistics. She displayed an image detailing the variability of population density in the areas they serve and said the goal is to provide the same levels of response throughout the diverse areas covered. She showed the locations of the dispatch centers and the EMT (Emergency Medical Technician) agencies, paramedic programs, and hospitals. She indicated the distribution of the medic units throughout the county and said they regularly reevaluate placements to assure best support for the community.

Ms. Plorde shared the guiding principles of the EMS system and stated that because they focus on patient care, they are not the cheapest alternative. She described the Levy planning process

and the EMS Advisory Task Force responsibilities and emphasized the priority of ensuring the integrity of the EMS system. She said the Levy planning began in 2017 and listed the steps in the process; which included identifying task force members and stakeholders, forming subcommittees, initiating a review process, reviewing subcommittee recommendations, and finalizing the EMS system and financial recommendations.

Ms. Plorde introduced the 2020-2025 EMS Levy Financial Proposal and reviewed the background information on how the proposal was formulated. She then displayed a comparison of the financial impact of the program if left at status quo and, alternatively, with the proposed changes. She showed a graph depicting the distribution of programmatic increases and assured the Council that even when calculating worst-case scenarios, the reserve levels are adequate.

She summarized that the proposal ensures that programmatic and financial needs are met, includes sufficient reserves, incorporates sound financial policies, and continues the practice of prudent use of funds. She said the proposal supports a six-year levy and suggested adding it to the November 2019 Ballot. She described the next steps and reviewed the requirements of the levy proposal as dictated by the Revised Code of Washington.

When asked for clarification, Ms. Plorde explained that the difference between EMT and Community Medical Technician (CMT) Units is that CMTs are not required to arrive within a certain amount of time and are able to spend more time with the patients, allowing an opportunity to connect patients to additional support services.

Mayor Hall opened the Public Hearing. There was no public comment. Mayor Hall closed the Public Hearing.

Councilmember Roberts moved to waive Council Rules to allow consideration of Resolution No. 437. The motion was seconded by Councilmember Scully and passed unanimously, 7-0.

Mayor Hall recessed the meeting at 7:44 p.m. for a period of two minutes and reconvened it at 7:46 p.m.

Councilmember Scully moved to adopt Resolution No. 437. The motion was seconded by Councilmember McConnell.

Councilmember Scully moved to amend Resolution No. 437 as proposed by staff to replace the levy rate of 27 cents with the rate of 26.5 cents and to authorize staff to make any other changes required for consistency with that change. The motion was seconded by Councilmember McGlashan.

When ask to elaborate on the placement of additional units, if necessary, Ms. Ploude explained that as units are added there is a careful analysis done to identify areas of stress on resources and to determine the best location for additional support.

The motion to amend Resolution No. 437 passed unanimously, 7-0.

Councilmember Scully recognized the work done to thoughtfully create the proposal and praised the flexibility and success rates of the Medic One/EMS teams. He encouraged the Council to support Resolution No. 437.

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

9. STUDY ITEMS

(a) 2018 Police Services Report

Shawn Ledford, Chief of Police, presented the report. He displayed the organizational chart and described the duties of some employees. He shared data on the dispatched calls for service and the self-initiated field activities by officers and explained that the results indicate that the department is proactive in their work. He listed the top categories of dispatched calls for service and mentioned the addition of a canine unit in 2018 and described how it is used. He shared images of the new station at City Hall and said the space is well suited for public access and integration and collaboration with City staff.

Chief Ledford addressed the work of the Police Department toward the Council Goals and shared ways the Department is promoting and enhancing the City's safe community and neighborhood programs and initiatives and focusing on equity and inclusion to enhance opportunities for community engagement.

While reviewing crime statistics, Chief Ledford defined the categories of robbery, larceny, car prowls, and auto theft, and shared that both violent crimes and burglaries decreased in 2018. He showed data by patrol district and said all neighborhoods have seen reduced burglary activity. He explained that the data was compiled from information gathered through the reporting system that is being sunsetted and that the next report will require an adjustment in interpretation to accurately calculate changes and trends.

Chief Ledford said that the Police Department held two Nurturing Trust workshops in 2018 and clarified that the program is designed to build relationships between officers and the community and said they have offered the workshop in Spanish, as well as in English.

Chief Ledford gave an update on the RADAR (Response Awareness De-escalation And Referral) Program and said he is waiting on results of a survey to determine if the uses of force have decreased since program implementation. He said that the Police currently have response plans in place for community members identified as high risk or impaired and said that if officers are forewarned when going into a situation that may involve a person with mental illness they are better prepared for de-escalation. He said the King County Council approved funding for 2019 for additional shared North Sound RADAR employees, including four Navigators, for the cities of Shoreline, Kirkland, Bothell, Lake Forest Park, and Kenmore to share additional resources and said the support has elevated the levels of management and training.

Councilmember Robertson thanked Chief Ledford for the outreach to sensitive members of the community. Chief Ledford added that the Department is working with the North East King County Regional Public Safety Communication Agency (NORCOM) to share the RADAR response plans with the Fire Department, since there is often an overlap of response to calls.

Councilmember Scully shared that the most common complaint he hears from community members are about needles and trash in parks. He said if a program similar to RADAR is developed that focuses on the homeless and substance abuse communities and is not enforcement-heavy, he would support it. Chief Ledford said the Department enforces rules when they witness them being violated but added that it is helpful for residents to report needles in parks, so the Police can clean them up.

Councilmember Scully said he appreciates that traffic officers in Shoreline focus on high-injury and high-accident areas. Mayor Hall said he appreciates when traffic rules are enforced and stated that he expects officers to enforce all laws. Chief Ledford said there are certain areas of the city which the Department has identified as potentially being at lower risk for injury, but higher for collisions.

Councilmember Roberts said he has not heard any negative feedback about Police conduct. He asked if the crime reduction trends in Shoreline compare to those in neighboring cities. Chief Ledford said Lake Forest Park is seeing similar successes and North Seattle is seeing an increase in property crimes, but that he would need to conduct further research to provide more information.

When asked what efforts the Department is making to recruit people of color, Chief Ledford said they are continuously looking for opportunities to diversity their workforce, but often have to look outside of the Seattle area to achieve this goal.

10. ADJOURNMENT

At 8:21 p.m., Mayor Hall declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of June 7, 2019
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 \$1,683,303.02 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
5/5/19-5/18/19	5/24/2019	84871-85134	16312-16345	74486-74493	\$922,937.19
					<u>\$922,937.19</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
3/25/2019	1146	\$39,561.18
		<u>\$39,561.18</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
5/29/2019	74413	74413	\$191,865.92
5/29/2019	74414	74414	\$3,234.00

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
5/30/2019	74415	74440	\$221,226.76
5/30/2019	74441	74471	\$2,203.39
5/30/2019	74472	74485	\$20,135.28
6/6/2019	74494	74521	\$219,568.60
6/6/2019	74522	74534	\$3,981.31
6/6/2019	74535	74543	\$12,506.44
6/6/2019	74544	74579	\$37,967.42
6/6/2019	74580	74588	\$8,115.53
			<u>\$720,804.65</u>

Approved By: City Manager _____ City Attorney _____

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute Amendment 1 to the Agreement with Herrera Environmental Consultants, Inc., for Additional Professional Services in Support of Phase 2 (Design) of the Hidden Lake Dam Removal Project
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
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:

On June 4, 2018, Council authorized Contract #8961 with Herrera Environmental Consultants, Inc., for Phase 2 (Design) of the Hidden Lake Dam Removal Project. Since then, three changes have occurred to the project scope: (1) trail and park user enhancements were added when Land and Water Conservation Funding (LWCF) was obtained; (2) the culvert design is more complex than assumed; and (3) new private property easements are required for construction and long-term maintenance. Amending the contract with Herrera Environmental Consultants, Inc. with Amendment 1 (#8961.01) is necessary to provide professional services to support these new project requirements. Amendment 1 will also extend the contract by one year, with a new end date of December 31, 2021, as needed to support construction scheduled for 2021.

RESOURCE/FINANCIAL IMPACT:

The estimated total cost for the increased scope under Amendment 1 is \$149,734.00. The original contract amount for Phase 2 of his project was \$722,347.00. The new contract total is \$872,081.00. Amendment 1 work is anticipated to occur over the next two years, with additional costs divided approximately as follows: \$58,433 in 2019; \$76,370 in 2020; \$14,931 in 2021.

Amendment 1 is partially funded by approximately \$24,071 of LWCF revenue. Sufficient revenue is available in the Surface Water Utility fund balance to cover the remainder of Amendment 1 costs. Surface Water Utility Capital Fund will be updated to reflect Amendment 1 increased costs as part of the 2019-2024 Capital Improvement Plan mid-biennium update.

Below is a breakdown of Phase 2 (Design) funding for the Hidden Lake Dam Removal project:

EXPENDITURES

Project Administration	\$1,101,800
<i>Project Administration – with Amendment 1</i>	<i>\$149,734</i>
Construction	\$3,359,500
<hr/>	
Total Cost	\$4,611,034

REVENUE

Land and Water Conservation Funding ¹	\$448,000
King County Flood Control District Flood Reduction Grant	\$300,000
Surface Water Capital Fund	\$3,737,371
<i>Surface Water Capital Fund – additional with Amendment 1</i>	<i>\$125,663</i>
<hr/>	
Total Revenue	\$4,611,034

¹ The LWCF grant provides partial revenue funding for Amendment 1, approximately \$24,071 for Tasks 1E, 10D, 10E, and 13D.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Amendment 1 to the agreement with Herrera Environmental Consultants, Inc., to add scope and increase the total contract amount from \$722,347.00 to a total contract amount of \$872,081.00 to provide additional needed professional services, and to extend the contract by one year.

Approved By: City Manager ***DT***

City Attorney ***MK***

BACKGROUND

Hidden Lake is a man-made pond located east of the intersection of NW Innis Arden Way and 10th Avenue NW, partially within Shoreview Park. The current dam and lake were constructed in 1995 by King County. Sediment deposition within the lake occurs at a high rate and as a result, the City's Surface Water Utility had been required to remove large volumes of sediment to maintain the lake as an open water feature.

On September 8, 2014, the City Council discussed this issue as presented in the Hidden Lake Management Plan Feasibility Study and authorized staff to cease dredging the lake and begin a phased approach to remove Hidden Lake Dam and re-establish Boeing Creek at Hidden Lake. The staff report for this discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2014/staffreport090814-8a.pdf>.

On May 23, 2016, City Council discussed the results of the alternatives analysis (done by Herrera) and authorized staff to further develop a design alternative to remove the dam, restore the channel within the lake bed, and investigate potential downstream improvements, including replacing the NW Innis Arden Way culverts. The staff report for this discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport052316-8a.pdf>.

On October 2, 2017, staff updated the City Council on continued project pre-design efforts, including a recommendation to discontinue development of Boeing Creek restoration concepts downstream of the NW Innis Arden Way culverts. The staff report for this discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport100217-8b.pdf>.

On June 4, 2018, Council authorized Contract #8961 with Herrera Environmental Consultants, Inc., for Phase 2 (Design) of the Hidden Lake Dam Removal Project. Scope of work for the original contract includes engineering design, permitting, and other support services to remove the earthen dam at Hidden Lake, replace the Boeing Creek culverts crossing NW Innis Arden Way, and restore the Boeing Creek stream channel throughout the existing lake, dam, and culvert area. The staff report for the motion to authorize this contract can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2018/staffreport060418-7c.pdf>.

On May 6, 2019, Council authorized an agreement for Federal Land and Water Conservation Funding (LWCF) for \$448,000 for the Project. The staff report, which noted that the LWCF grant would require amending the project scope and adding some new project expenditures, can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport050619-7b.pdf>.

The project is currently in the design phase, with 60% design expected in July 2019. Final design is expected to be completed by late 2020 and Hidden Lake Dam Removal construction scheduled for the summer of 2021.

DISCUSSION

The contract with Herrera Environmental Consultants, Inc. now needs to be amended to provide professional services to support three new project requirements. The three main changes that have occurred to the project scope since the original contract was executed are receipt of the LWCF, culvert design changes, and easements needs.

LWCF grant-driven changes to project scope are due to an increased amount of trail improvements and increased need for cultural resources assessments and will be funded by the grant. The grant increased project trail work from 300 linear feet to 750 linear feet. Amendment 1 Task 1E (Geotechnical Support Services for Trail Design), Task 10D (Critical Areas Report and Mitigation Plan Update for Trail Areas), Task 10E (Cultural Resources Analysis for Trail Improvements), and Task 13D (Increased Extent of Trail Improvements Design) provide additional scope as required by the LWCF grant and add \$24,071 to the Herrera contract amount.

Culvert design changes require additional scope and budget because the original scope of work assumed that the culvert would be precast and designed/detailed by the contractor. During Task 2 work under the current contract, additional culvert replacement alternatives analysis determined that a precast culvert would not be most cost-effective approach. This change in approach requires more effort from the structural subconsultant for designing and detailing the culvert. Amendment 1 Task 12 (Final Design for Culvert Replacement) and Task 14 (Project Management) provide additional scope as required by the culvert design change and add \$43,875 to the Herrera contract amount.

New private property easements were also confirmed as required for construction and long-term maintenance during development of the 30% design. The original contract scope did not provide for any easement support. Amendment 1 Task 16 (Property Easement Support Services Allowance) and Task 14 (Project Management) provide additional scope as required by the need for easements and add \$81,788 to the Herrera contract amount. The final number and content of the easements to be established is uncertain so this task work will be completed on an “as needed” basis and the Task 16 budget should be viewed as a conservatively-estimated “no to exceed” allowance amount.

The Herrera contract’s current end date is December 31, 2020. Amendment 1 will also extend the contract by one year, with a new end date of December 31, 2021, as needed to support construction scheduled for 2021.

COUNCIL GOAL ADDRESSED

This project addresses Council Goal #2, Improve Shoreline’s utility, transportation, and environmental infrastructure.

ALTERNATIVES ANALYSIS

The alternative approaches are possible:

1. Amend the Herrera contract for additional pre-design work – **recommended**
2. No action (do not authorize amendment)

The recommended alternative, to amend the Herrera contract, will allow for the project to continue. The no action alternative would leave the City poorly-equipped to satisfy LWCF grant requirements, design the culvert replacement, and obtain necessary easements and leave the project in serious risk of not being completed.

RESOURCE/FINANCIAL IMPACT

The estimated total cost for the increased scope under Amendment 1 is \$149,734.00. The original contract amount for Phase 2 of his project was \$722,347.00. The new contract total is \$872,081.00. Amendment 1 work is anticipated to occur over the next two years, with additional costs divided approximately as follows: \$58,433 in 2019; \$76,370 in 2020; \$14,931 in 2021.

Amendment 1 is partially funded by approximately \$24,071 of LWCF revenue. Sufficient revenue is available in the Surface Water Utility fund balance to cover the remainder of Amendment 1 costs. Surface Water Utility Capital Fund will be updated to reflect Amendment 1 increased costs as part of the 2019-2024 Capital Improvement Plan mid-biennium update.

Below is a breakdown of Phase 2 (Design) funding for the Hidden Lake Dam Removal project:

EXPENDITURES	
Project Administration	\$1,101,800
Project Administration – with Amendment 1	\$149,734
Construction	\$3,359,500
<hr/>	
Total Cost	\$4,611,034
 REVENUE	
Land and Water Conservation Funding ¹	\$448,000
King County Flood Control District Flood Reduction Grant	\$300,000
Surface Water Capital Fund	\$3,737,371
Surface Water Capital Fund – additional with Amendment 1	\$125,663
<hr/>	
Total Revenue	\$4,611,034

¹ The LWCF grant provides partial revenue funding for Amendment 1, approximately \$24,071 for Tasks 1E, 10D, 10E, and 13D.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Amendment 1 to the agreement with Herrera Environmental Consultants, Inc., to add scope and increase

the total contract amount from \$722,347.00 to a total contract amount of \$872,081.00 to provide additional needed professional services, and to extend the contract by one year.

ATTACHMENTS

Attachment A - Herrera Environmental Consultants - Hidden Lake Dam Removal Phase 2 (Design and Permitting) Amendment 1 Scope of Work and Cost Estimate

EXHIBIT A-1**CONTRACT 8961.01 AMENDMENT 1****SCOPE OF WORK****HIDDEN LAKE DAM REMOVAL PROJECT FINAL DESIGN AND PERMITTING**

The City of Shoreline (City) plans to remove an existing dam impounding Boeing Creek at Hidden Lake on the western edge of Shoreview Park, restore a free-flowing stream through the lake area, and replace the existing Boeing Creek culverts beneath NW Innis Arden Way, immediately downstream of the dam site, with a wider culvert. Herrera Environmental Consultants (Herrera) is leading a team of firms in assisting the City with final design, permitting, and related tasks for the project. This scope of work describes the activities, assumptions, and deliverables associated with additional work that was not included in the original contract, that the Herrera team will perform under the following tasks:

- Task 1 - Geotechnical Analysis
- Task 10 – Environmental Permits
- Task 12 - Final Design for Culvert Replacement
- Task 13 – Trail Improvements
- Task 14 - Project Management
- Task 16 – Property Easement Support Services

Herrera will lead and coordinate the work of all tasks, with subconsultants serving in the following roles for this amended scope of work: HWA GeoSciences (HWA) – geological and geotechnical investigations and analysis; Alta Planning + Design (Alta) for trail design; Jacobs – culvert structure, roadway improvements, and traffic control design; and Cultural Resource Consultants – cultural resources assessment to support project permitting. QA/QC review work by the team is incorporated in each task as applicable, and budgeted accordingly.

This scope distinguishes between work that is added in relation to a Washington State RCO Land and Water Conservation Fund grant that the City has received, and other work unrelated to that grant.

AMENDED SCOPE OF TASKS RELATED TO LAND AND WATER CONSERVATION FUND GRANT**Task 1. Geotechnical Analysis****Task 1E. Geotechnical Support Services for Trail Design**

HWA will evaluate geological conditions on the hillslope northeast of Hidden Lake where a new trail section(s) could need earth retaining structures (such as a low wooden wall) in steep terrain. This work will include a brief review of available information sources for soil and groundwater conditions on the hillslope east and northeast of Hidden Lake, a 2-hour site reconnaissance, and a summary of geotechnical considerations and associated cost implications to factor into assessment of a preferred trail alignment.

It is assumed that no memorandum or report will be necessary to document the geotechnical findings and recommendations provided in this subtask. Findings will be communicated via email.

Deliverables:

- Comments via email on trail improvement alignment option that would involve construction in steep terrain.

Task 10. Environmental Permits

Task 10D. Critical Areas Report and Mitigation Plan Update for Trail Areas

A Herrera biologist will coordinate supplemental base mapping work in the area of proposed trails northeast of the lake, and identify the species of significant trees (as defined by City code) within the area that could be affected by constructing new trail sections.

Assumptions:

- Herrera will add critical areas information associated with expanded extents of trail improvements to the draft report prepared and submitted to the City in January 2019, and submit a second draft of the report for City review.
- Herrera will respond to one set of consolidated comments from the City on the revised draft critical areas report.

Deliverables:

- Additional content for Second Draft Critical Areas Report and Mitigation Plan (Microsoft Word and Adobe PDF electronic file formats)

Task 10E. Cultural Resources Analysis for Trail Improvements

The Land and Water Conservation Grant funding requires analysis and documentation for compliance with Section 106 of the National Historic Preservation Act. Cultural Resource Consultants (CRC) will update the 2015 cultural resources assessment report prepared for the project with a current project description including the new trail improvements, results of field investigations, specific discussion of potential effects to historic properties with respect to current plans, and specific recommendations for any further work.

Assumptions:

- Deliverables will be provided electronically.
- CRC will conduct one site visit with two staff members.
- No more than one archaeological site and one historic structure will be found within the project area.

Deliverables:

- Draft cultural resources assessment report and site forms, if applicable.
- Final cultural resources assessment report and site forms, if applicable.

Task 13. Trail Improvements

Task 13D. Increased Extent of Trail Improvements Design

The LWCF grant increases the extents of trail improvements that the City can implement with this project. Specific additional work to be performed is summarized as follows:

Assumptions:

- Alta will conduct up to four site visits with up to 2 staff per visit.
- Herrera and Alta will have one additional collaborative design planning meeting prior to the preparation of the 60% design documents to provide coordinated integration of stream restoration and trail design.
- Geotechnical consultation is covered in Task 1E.
- The design is expected to include a boardwalk for at least one portion of the new trail
- Clearing for new trail sections will require re-vegetation of trailside areas, equating to one additional planting plan sheet and related construction specifications and construction cost estimate information to be prepared by Herrera for inclusion in the 60%, 90%, and final design submittals.

Deliverables:

The design drawings, specifications, and construction cost estimate input to be produced for the project will expand in complexity and geographic area to capture the increased extents of trail improvements. In addition to the deliverables set forth in the original contract scope of work for Tasks 13B and 13C, the following will be produced:

- Revised trail alignment/layout site assessment summary for the 30% design reflecting new trail alignments and confirming the character of construction materials and methods
- Additional drawing sheet details

AMENDED SCOPE OF TASKS NOT RELATED TO LAND AND WATER CONSERVATION FUND GRANT

Task 1A. Supplemental Geotechnical Explorations and Analysis

The geotechnical analyses needed to assist in design of soldier pile walls and headwalls associated with the new culvert structure are more intensive than originally scoped, due to increased height of proposed walls. This requires iterative analysis work as the wall dimensions are adjusted to optimize constructability and cost.

Deliverables:

- Additional analyses to be documented in the geotechnical analysis memorandum described in the original contract scope of work in this subtask.

Task 12. Final Design for Culvert Replacement

As described in Task 8 of the original contract scope of work, the new culvert was assumed to be a prefabricated structure that is performance-specified and designed by the City's construction contractor. Structures design was assumed to be limited to the culvert headwalls and retaining walls along stream channel edges upstream and/or downstream of the roadway embankment. The selected culvert alternative consists of soldier pile walls with a cast-in-place concrete lid that will require greater design

and detailing effort, and a greater level of coordination with the project team's geotechnical engineer. Jacobs will perform additional structures analysis to optimize the structure geometry and cost in coordination with Herrera, and prepare structural calculations in accordance with the AASHTO LRFD design manual.

In addition, Task 12 of the original contract scope of work assumed a total of 6 drawing sheets for structures specific to the culvert, headwalls, and retaining walls assuming a prefabricated culvert structure. For the preferred culvert alternative, the number of structures drawings increases to an estimated 13-14 sheets as listed below. Jacobs will prepare these additional sheets for inclusion in the 90% and 100% design submittals, write additional special provisions for construction as applicable for the structure components, and provide input for all structure-related elements for the construction cost estimate.

Updated list of structure drawing sheets:

1. Culvert Layout
2. Structural Notes
3. Culvert Profile and Typical Sections
4. Culvert Construction Sequence
5. East Retaining Wall Plan and Elevation
6. West Retaining Wall Plan and Elevation
7. Soldier Pile Wall Sections and Details
8. Soldier Pile Wall Sections and Details
9. Soldier Pile Wall Temporary Bracing Details
10. Soldier Pile Schedule
11. Culvert Lid Plan and Typical Section
12. Culvert North and South Headwall
13. Culvert Lid and Headwall Details
14. Culvert Miscellaneous Details (if necessary)

The added work in this task includes QA/QC checking of calculations, drawing sheet contents, construction special provisions, and construction cost estimate line items related to the culvert structure, side walls extending upstream and downstream of the culvert, and headwalls. Herrera will coordinate inclusion of the additional design drawing sheets in the 90% and final design submittals to the City.

Deliverables:

- Structures calculations, stamped and sealed
- Up to 14 total drawing sheets related to the replacement culvert for the 90% and 100% design submittals
- Additional content for construction special provisions and the construction cost estimate associated with soldier pile wall installation and forming a poured-in-place concrete top slab for the culvert roof.
- AutoCAD drawing files.

Task 14. Project Management

Herrera's level of effort to manage the project team expands commensurate with the added work in the tasks described above. Additionally, the original contract scope of work for Task 14 assumed that the project management effort would occur over a 24-month period beginning in July 2017. With the added

complexity of the project, the project management effort will extend for an additional 8 months to the end of winter 2020-2021.

Assumptions:

- Biweekly project management meetings will occur via telephone or other conference calling format through the end of winter 2020-2021, and average 45 minutes per meeting.
- Critical path schedule updates will be prepared as needed for the extended timeline to complete project design and permitting in Microsoft Project software.

Deliverables:

- Notes from project management meetings to guide ongoing work and document key decisions
- Monthly invoices and progress reports

Task 16. Property Easement Support Services Allowance

This task is for support of the City in its temporary and permanent easement work with private property owners. The final number and content of the easements to be established is uncertain and thus this task work will be completed on an “as needed” basis subject to the assumptions described below.

Task 16A. Property Easement Acquisition Support

RES Group NW (RESGNW) will provide necessary right-of-way real estate services for the private property rights needed for the project. All acquisition activities will follow Federal Highway Administration policies and procedures as well as all applicable federal, state and local laws, including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Police Act of 1970 and its amendments, 49CFR Part 24, and state Revised Guidelines and by reference the WSDOT Right of Way Manual.

RES Group NW will assist with Fee and/or Easement Acquisitions for a total of up to eight (8) parcels, as follows:

- Adjacent to Hidden Lake: King County Assessor parcel numbers 3586500905, 3586500900, 3586500895, 3586500890, and 3586500875
- Downstream of NW Innis Arden Way: parcel numbers 3586501130, 7785360070, and 7785360080

For each easement/parcel, RESGNW will complete a Project Funding Estimate (PFE) and Administrative Offer Summary (AOS) packet.

Assumptions:

- The PFE reports will utilize consistent comparable sales and valuation techniques. AOS will be written for those acquisitions valued under \$25,000 in the PFE. Should any appraisals be required, RESGNW will make a recommendation with cost estimates for appraisal consultants to the City. RESGNW will not be responsible for performing appraisals.
- Draft acquisition documents will make use of any City-approved forms, with edits as may be needed.
- The City will provide title reports for affected parcels. RESGNW will provide title memos identifying all potential encumbrances to the project team.
- Pacific Geomatic Services will provide the legal descriptions and exhibits pertaining to the acquisitions as described in Task 16B.
- Offers will be made in person whenever feasible and there will be a maximum of four (4) substantive contacts by RESGNW with each owner. A substantive contact will be considered:

- An in-person meeting with a landowner.
- A detailed phone or email conversation with a landowner, where a detailed phone call would be a telephone or e-mail discussion/correspondence directly with the landowner, regarding the ROW acquisition on their property.
- An exchange of written, non-electronic, correspondence.
- Negotiations will be deemed complete on a parcel if any of the following occur:
 - The offer is rescinded.
 - The parcel is forwarded to condemnation.
 - All applicable documents are signed and recorded, and all payments have been made.

Deliverables:

- Preliminary Funding Estimate and Administrative Offer Summaries Packet.
- Status Reports, Meeting Agendas and Notes
- Parcel Files
- Offer Packages
- Diary of Negotiation and supporting documents for each of up to 8 parcels
- Executed conveyance documents
- Administrative Settlement Justifications and/or Condemnation Memorandums
- Encumbrance Clearance Documents
- Final Action Meetings and Associated Support Work
- Title Clearance Recommendation Memorandums
- Payment Vouchers
- Conveyance Documents
- Transmittal Packages

Task 16B. Property Boundary Surveys and Easement Descriptions

Pacific Geomatic Services (PGS) will retrace the property boundaries of the following King County tax parcel ID numbers:

- Adjacent to Hidden Lake: 3586500905, 3586500900, 3586500895, 3586500890, and 3586500875
- Downstream of NW Innis Arden Way: 3586501130, 7785360070, and 7785360080

PGS will perform a boundary survey of the subject properties based on title reports provided by the City. PGS will perform additional King County records research for evidence of previous surveys, perform control measurements, and locate evidence of occupation near the boundary of the properties. Any property monuments found will be clearly marked and shown on any mapping prepared by PGS.

PGS will prepare for recording, legal descriptions and exhibit maps for one (1) Construction and Maintenance easement and up to eight (8) Temporary Construction easements located over the parcels listed above.

Assumptions:

- The City will provide right of entry for field survey work on all privately owned parcels.
- PGS will have reasonable access to all areas to be surveyed on these parcels.
- Survey work may require minor brush clearing with a machete.
- No property corners will be set as a part of this survey.

Deliverables:

- Completed boundary surveys.
- Signed PDF copies of easement legal descriptions and exhibit maps.

HERRERA ENVIRONMENTAL CONSULTANTS

**Cost Estimate for Hidden Lake Dam Removal Project Design and Permitting - Amendment 1 June 2019
Herrera Project No. 18-06771-000**

Hidden Lake Dam Removal Design and Permitting			Task 1A Supplemental Geotechnical Explorations and Analysis		Task 1E Geotechnical Support Services for Trail Design		Task 10D Critical Areas Report and Mitigation Plan Update for Trail Areas		Task 10E Cultural Resources Analysis for Trail Improvements		Task 12 Final Design for Culvert Replacement		Task 13D Increased Extent of Trail Improvements Design		Task 14 Project Management		Task 16 Property Easement Support Services Allowance		TOTAL															
			New Subtask for Culvert		New Subtask for LWCF work		New Subtask for LWCF work		New Subtask for LWCF work		Additional Budget for Existing Task for Culvert		New Subtask for LWCF work		Additional Budget for Existing Task		New Subtask																	
COST SUMMARY																																		
Labor			\$0		\$0		\$1,686		\$616		\$2,533		\$4,865		\$8,982		\$0		\$18,682															
Travel and per diem			\$0		\$0		\$35		\$0		\$0		\$0		\$0		\$0		\$35															
Other direct costs (ODCs)			\$0		\$0		\$20		\$0		\$0		\$0		\$0		\$0		\$20															
Subconsultants			\$2,725		\$694		\$0		\$8,272		\$34,127		\$7,883		\$0		\$77,297		\$130,998															
GRAND TOTAL			\$2,725		\$694		\$1,741		\$8,888		\$36,659		\$12,748		\$8,982		\$77,297		\$149,734															
COST ITEMIZATION																																		
Labor																																		
(2019 rates)																																		
Personnel		Rate/Hour	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost														
Ewbank, Mark	Vice President	\$240.57	0	\$0	0	\$0	0	\$0	1	\$241	4	\$962	0	\$0	36	\$8,661	0	\$0	41	\$9,863														
Merten, Christina	Scientist IV	\$178.84	0	\$0	0	\$0	2	\$358	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$358														
Spear, Eliza	Scientist II	\$93.86	0	\$0	0	\$0	12	\$1,126	4	\$375	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,502														
Forester, Kate	Landscape Architect III	\$140.44	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,247	0	\$0	0	\$0	16	\$2,247														
Marshall, Eric	CAD Technician III	\$130.88	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,571	20	\$2,618	0	\$0	0	\$0	32	\$4,188														
Geigel, Joseph	GIS Analyst I	\$90.68	0	\$0	0	\$0	1	\$91	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$91														
Rudnick, Tracy	Accounting Administrator III	\$107.15	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	3	\$321	0	\$0	3	\$321														
Jackowich, Pam	Administrative Coordinator IV	\$111.79	0	\$0	0	\$0	1	\$112	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$112														
SUBTOTAL LABOR (Burdened Labor)			0		\$0		16		\$1,686		5		\$616		16		\$2,533		36		\$4,865		39		\$8,982		0		\$0		112		\$18,682	
TRAVEL AND PER DIEM COSTS																																		
		Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost													
Auto Use		Mile	\$0.580	0	\$0.00	0	\$0.00	60	\$34.80	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	60	\$35													
SUBTOTAL TRAVEL AND PER DIEM			\$0		\$0		\$35		\$0		\$0		\$0		\$0		\$0		\$0		\$35													
OTHER DIRECT COSTS (ODCs)																																		
Field Equipment and Supplies																																		
Camera, digital		Day	\$10	0	\$0.00	0	\$0.00	1	\$10.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$10													
Hand soil auger		Day	\$10	0	\$0.00	0	\$0.00	1	\$10.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$10													
SUBTOTAL ODCs			\$0		\$0		\$20		\$0		\$0		\$0		\$0		\$0		\$0		\$20													
SUBCONSULTANT COSTS																																		
		Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost													
Cultural Resource Consultants			\$0.00		\$0.00		\$0.00		\$7,953.97		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$7,954													
Alta Planning + Design			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$7,580.00		\$0.00		\$0.00		\$0.00		\$7,580													
Pacific Geomatic Services			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$14,395.00		\$0.00		\$14,395													
HWA GeoSciences			\$2,620.00		\$667.40		\$0.00		\$0.00		\$2,620.00		\$0.00		\$0.00		\$0.00		\$0.00		\$5,907													
Jacobs			\$0.00		\$0.00		\$0.00		\$0.00		\$30,194.00		\$0.00		\$0.00		\$0.00		\$0.00		\$30,194													
RES Group Northwest			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$59,929.00		\$0.00		\$59,929													
Fee on Subconsultants @ 4%		4%			\$105		\$27		\$0		\$318		\$1,313		\$303		\$0		\$2,973		\$5,038													
SUBTOTAL SUBCONSULTANTS			\$2,725		\$694		\$0		\$8,272		\$34,127		\$7,883		\$0		\$77,297		\$130,998															
Expected years of expenditure																																		
2019		100%	\$ 2,724.80	100%	\$ 694.10	100%	\$ 1,741.27	100%	\$ 8,888.14	0%	\$ -	45%	\$ 5,736.53	0%	\$ -	50%	\$ 38,648.48	39%	\$ 58,433.31															
2020		0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	75%	\$ 27,494.55	45%	\$ 5,736.53	50%	\$ 4,490.99	50%	\$ 38,648.48	51%	\$ 76,370.54															
2021		0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	25%	\$ 9,164.85	10%	\$ 1,274.78	50%	\$ 4,490.99	0%	\$ -	10%	\$ 14,930.62															
																					149,734.47													
LWCF		0%	\$ -	100%	\$ 694.10	100%	\$ 1,741.27	100%	\$ 8,888.14	0%	\$ -	100%	\$ 12,747.84	0%	\$ -	0%	\$ -	16%	\$ 24,071.34															
Culvert		100%	\$ 2,724.80	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 36,659.40	0%	\$ -	50%	\$ 4,490.99	0%	\$ -	29%	\$ 43,875.19															
Easement		0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	50%	\$ 4,490.99	100%	\$ 77,296.96	55%	\$ 81,787.95															
																					149,734.47													

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adopting Ordinance No. 860 - Granting a Non-Exclusive Franchise to Puget Sound Energy to Construct, Maintain, Operate, Replace, and Repair a Natural Gas Utility System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Christina Arcidy, Management Analyst
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

As per Shoreline Municipal Code (SMC) Section 12.25.010, all utilities using the City's rights-of-way for operation and maintenance of their facilities are required to have a non-exclusive franchise with the City. The City's current franchise with Puget Sound Energy (PSE), which was granted by Shoreline Ordinance No. 798 and extended by Ordinance No. 840, expires on October 31, 2019. The City and PSE have been negotiating a renewal franchise agreement since 2017, which resulted in proposed Ordinance No. 860.

This agreement provides for a 15-year franchise allowing PSE to install, maintain, operate, replace, and repair a natural gas utility system over, along, under, and through designated public rights-of-way, with considerations for being allowed to do so. This staff report provides an overview of the proposed franchise and considerations Council must consider by code in granting this franchise to PSE.

Council discussed proposed Ordinance No. 860 at their June 10, 2019 meeting and directed staff to bring the proposed Ordinance back to Council tonight for adoption.

RESOURCE/FINANCIAL IMPACT:

There is no fiscal impact to adopting Ordinance No. 860. PSE is currently assessed a 6% utility tax in lieu of a franchise fee, which is continued in this franchise renewal. Therefore, there will not be a loss of City general fund revenue associated with franchise adoption.

RECOMMENDATION

Staff recommends that Council adopt proposed Ordinance No. 860.

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

BACKGROUND

SMC 12.25.010 requires all utilities using the City's rights-of-way for operation and maintenance of their facilities to have a non-exclusive franchise with the City. The City's current franchise with Puget Sound Energy (PSE), which was granted by Shoreline Ordinance No. 798 and extended by Ordinance No. 840, expires on October 31, 2019. PSE's current franchise with the City can be found at the following link: [Ordinance No. 798 – Granting a Non-Exclusive Franchise to Puget Sound Energy.](#)

The City and PSE have been negotiating a renewal franchise agreement since 2017, which resulted in proposed Ordinance No. 860 (Attachment A). This agreement provides for a 15-year franchise allowing PSE to install, maintain, operate, replace, and repair their natural gas utility system over, along, under, and through City of Shoreline rights-of-way, with considerations for being allowed to do so.

DISCUSSION

Council discussed proposed Ordinance No. 860 on at their June 10, 2019 meeting. The staff report for this Council discussion can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport061019-8b.pdf>.

Councilmembers had just a couple of questions about the proposed franchise during this initial Council discussion and directed staff to bring the proposed Ordinance back to Council tonight for adoption.

Franchise Application Considerations

As was discussed on June 10th, SMC section 12.25.070 identifies the considerations the City should review when granting a right-of-way franchise. For franchise renewals, they are:

1. The applicant's past service record in the city and in other communities.
2. The nature of the proposed facilities and services.
3. The proposed area of service.
4. The proposed rates (if applicable).
5. Whether the proposal would serve the public needs and the overall interests of the city residents.
6. That the applicant has substantially complied with the material terms of the existing franchise.
7. The quality of the applicant's service, response to consumer complaints, and billing practices.
8. That the applicant has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the application.
9. The applicant's proposal is reasonable to meet the future community needs and interests, taking into account the cost of meeting such needs and interests.

The following information provides some context and analysis for Council to consider regarding these considerations for franchise adoption.

Past Service Record

Each year PSE measures service-quality benchmarks established in cooperation with the Washington Utilities and Transportation Commission (WUTC), the Public Counsel Unit of the Attorney General's Office, and other parties to gauge how well PSE delivers services to customers. In reviewing PSE's past service record throughout their service territory, staff found PSE to provide very reliable natural gas service to the community. The City has found them to be extremely responsive regarding possible leak locations and emergency service requests, which is essential given the safety issues related to natural gas. PSE's posts its "Annual Service Quality Report Card" and "Natural Gas Energy Efficiency Report Card" on its website.

Nature and Location of Facilities and Services

The nature of PSE's facilities is defined in the definitions section of the proposed franchise. Facilities are defined as "all gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters, meter-reading devices, fixtures and communications systems; and all other equipment, appliances, facilities, attachment, and appurtenances utilized by PSE in the operation of activities authorized by this Franchise, whether the same be located over or under ground." These facilities are used by the utility to provide natural gas service to Shoreline residents and businesses. PSE's service area includes the entire City of Shoreline.

Serves the Needs and Interests of the City

As PSE is the only natural gas service provider in Shoreline, they serve the public needs and interests of the community by providing an essential utility service.

Proposed Rates

PSE has complied with RCW 80.28.060 and Chapter 480-80 WAC regarding rates and services, as well as the required notice of proposed rate changes.

Complied with the Material Terms of the Franchise

PSE has complied with the material terms of their current franchise with the City. Staff have reported that PSE staff is responsive to issues that occur in the right-of-way, pay permit fees on time, and are generally good actors in the City. Additionally, the City has never entered into enforcement action with the utility as identified in Section 15 of the current franchise nor entered into an alternate dispute resolution process with PSE.

Quality of Service

In reviewing PSE's quality of service, their response to consumer complaints, and billing practices, staff again has found PSE to provide quality service to the community. The number of complaints and concerns regarding PSE service quality the City received over the course of the current franchise term is really low. PSE credits customers \$50 if technicians miss an appointment to install new service, reconnect existing service, or inspect natural gas equipment.

Financial, Legal and Technical Ability

As PSE is a large utility provider, their financial ability to provide the service and facilities to carry out the terms of the franchise are supported by the large rate base that makes up the utility. They operate Washington's largest natural gas distribution system, serving nearly 800,000 gas customers in six counties. PSE introduced Washington territory to gas lighting in 1873. Their long history speaks to their legal and technical ability to provide the services, facilities, and equipment that make up natural gas service provision.

Meets Future Community Needs and Interests

To ensure they meet current and future community needs and interests, PSE is committed to reducing their carbon footprint by 50 percent by 2040. PSE's carbon reduction initiative includes a measurable action plan covering three major areas: transition from coal, new product and resource development, and cleaner transportation. PSE also has simple and concrete actions for customers to make a difference in their daily lives, including energy-efficient lighting and appliances to solar, carbon reduction and other green power programs. Staff believes these commitments compliment the Council goals, specifically "Goal 2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment," and therefore is working to effectively meet the future community needs and interests.

Franchise Application Conclusion

Based on this analysis, staff believes PSE's franchise renewal meets the criteria identified in SMC section 12.25.070 and their franchise should be granted.

RESOURCE/FINANCIAL IMPACT

There is no fiscal impact to adopting Ordinance No. 860. PSE is currently assessed a 6% utility tax in lieu of a franchise fee, which is continued in this franchise renewal. Therefore, there will not be a loss of City general fund revenue associated with franchise adoption.

RECOMMENDATION

Staff recommends that Council adopt proposed Ordinance No. 860.

ATTACHMENTS

Attachment A: Proposed Ordinance No. 860

ORDINANCE NO. 860

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A NATURAL GAS DISTRIBUTION SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON.

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City “to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for ... poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of...gas...”; and

WHEREAS, the Council finds that it is in the best interests of the health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to Puget Sound Energy, Inc., for the operation of a natural gas distribution system within the City right-of-way;

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

1. Definitions.

The following terms contained herein, unless otherwise indicated, shall be defined as follows:

- 1.1. City: The City of Shoreline, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this Ordinance and any other areas later added thereto by annexation or other means.
- 1.2. Days: Calendar days.
- 1.3. Director: The Director of the Public Works Department or designee.
- 1.4. Facilities: Natural gas distribution systems, including, but not limited to, all gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters, meter-reading devices, fixtures and communications systems; and all other equipment, appliances, facilities, attachments, and appurtenances utilized by PSE in the operation of activities authorized by this Franchise, whether the same be located over or under ground. The decommissioning by PSE of any Facilities as defined herein shall not act to remove the same from this definition.
- 1.5. Person: An entity or natural person.
- 1.6. Public Project: City initiated capital improvement project as listed in the City’s Capital Improvement Plan, including but not limited to, roadway improvement, pedestrian improvement projects, and City owned utility, that is undertaken by or on behalf of the

- City and is funded by the City (either directly with its own funds or with other public monies obtained by the City).
- 1.7. PSE: Means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.
 - 1.8. Right-of-way: As used herein shall refer to the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, utility easement, and/or unimproved right-of-way now or hereafter be laid out, platted, dedicated, acquired, or improved within the present or extended limits of the City.
 - 1.9. Tariff. As used herein is that term defined in WAC 480-80-030, as amended, or such similar definition describing rate schedules, rules and regulations relating to charges and services as may hereinafter be adopted by the regulatory authority with jurisdiction, under the laws of the State of Washington, over public service companies.
 - 1.10. Traffic: All forms of travel, both motorized and non-motorized, within the Right-of-way (e.g., vehicle, pedestrian, bicycle, equestrian, etc.).

2. Franchise Granted.

- 2.1. Pursuant to RCW 35A.47.040, the City hereby grants to PSE, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a franchise beginning on the effective date of this Ordinance (“Franchise”).
- 2.2. This Franchise shall grant PSE the right, privilege and authority, subject to the terms and conditions hereinafter set forth, to install, construct, operate, maintain, repair, replace, and use Facilities for a natural gas distribution system, in, under, on, across, over, through, along, or below the Right-of-way, as approved under City permits issued by the City pursuant to this Franchise and City ordinances.
- 2.3. This Franchise specifically does not authorize PSE to place Facilities or to otherwise utilize Facilities in the Right-of-way to provide telecommunications, cable television, point-to-point data communications, or similar services either via wire or wireless technologies regardless of whether these services are provided to any person outside PSE’s organization. This Section does not restrict PSE’s ability to utilize wires, wireless technology or telemetric devices to monitor and operate its natural gas distribution systems, to monitor and control the usage of natural gas, and/or to operate communications systems supporting its gas operations but which are not used by PSE to provide telecommunications services to the general public.
- 2.4. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any Right-of-way subject to Section 3 below. Such Franchise shall in no way prevent or prohibit the City from using any Right-of-way or other City property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of new Right-of-way or other public properties of every type and description.

- 2.5. This Franchise shall not govern or apply to Facilities located on and using PSE owned or leased properties or easements (whether inside or outside of the Right-of-way, whether granted by a private or public entity, and whether now existing or hereafter acquired) and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise or pursuant to other rights granted by the City.

3. Nonexclusive Franchise.

This Franchise is not and shall not be deemed to be an exclusive Franchise and shall not prohibit the City from granting other franchises upon, under, and across the Franchise Area which do not interfere with PSE's rights under this Franchise. PSE acknowledges that the City's grant of a non-exclusive franchise to another party providing electrical or natural gas services does not, in and of itself, constitute unreasonable interference so long as the terms of the other franchise do not purport to give the other party priority or preference rights, or any other rights that unreasonably interfere with PSE's rights under this Franchise. This Franchise in no way shall prevent or prohibit the City from using the Franchise area or affect the jurisdiction of the City over the same or any part thereof.

4. Franchise Term.

The term of the Franchise granted hereunder shall be for the period of fifteen (15) years counted from the last day of the calendar month in which this Ordinance becomes effective.

5. City Ordinances and Regulations.

- 5.1. Subject to Section 25 below, nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating PSE's exercise of its rights under this Franchise and PSE shall promptly conform with all such regulations, unless compliance would cause PSE to violate requirements of state or federal law.

6. Right-of-Way Management.

- 6.1. PSE's Facilities shall be constructed, installed, maintained, and repaired within the Right-of-way, and PSE's activities shall be undertaken in such a manner, so as not to unreasonably interfere with the safe and unobstructed passage of Traffic and the unobstructed access to property adjoining the Right-of-way.
- 6.2. Permitting And Notice Of Entry.
- 6.2.1. PSE shall at all times post and maintain proper barricades and comply with all applicable federal, state, and local safety regulations when performing applicable activities as provided under this Franchise or applicable City permit within the Right-of-way, including RCW 39.04.180, for the construction of trench safety systems.
- 6.2.2. Prior to performing any work in the City's Right-of-way for the purpose of installation, construction, repair, testing, maintenance, or relocation of its Facilities, PSE shall apply for and obtain from the City appropriate permit(s) in accordance with the City's ordinances and regulations requiring permits to operate in the Right-of-way. In no case shall any such work commence within any Right-of-way without a permit, except as otherwise provided in this Franchise. PSE shall provide the City with its proposed plans, and upon

request, maps and information showing the final location of any Facilities in accordance with Section 7.10 of this Franchise.

6.2.3. Minor Activities.

6.2.3.1.1. Minor Activities Defined. A Minor Activity is routine work performed by PSE that requires no hard surface cuts of the Right-of-way. Typical examples include but are not limited to: valve adjustment in pavement when in conjunction with a City or developer-generated project, valve maintenance, leak surveys, valve box maintenance in gravel shoulder, testing, cathodic testing, utility locates, and repair or replacement of services or mains involving the excavation of 25 square feet or less in a gravel shoulder.

6.2.3.1.2. Requirements for Minor Activities. Minor activities do not require a City permit, City notification, or payment of fees. The following Traffic passage requirements must be met for minor activities: no lane restrictions on arterials, street closures or Traffic detours at any time. Minor activities require Traffic control measures consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and Americans with Disabilities Act (ADA) requirements.

6.2.4. Blanket Activities.

6.2.4.1. Blanket Activities Defined. Blanket activities are any routine work performed by PSE on a non-arterial street that requires hard-surface excavation of 35 square feet or less in the Right-of-way as well as service installations that require no more than two (2) hard-surface excavations of 35 square feet or less in the right-of-way. Other typical examples of blanket activities for work performed on non-arterials include but are not limited to: leak repairs and cut and caps with a hard-surface excavation of 35 square feet or less, service or main repairs more than 25 square feet in a gravel shoulder, replacement or installation of valves in pavement, and transverse tie-ins on joint-trench jobs. Cut and caps of existing gas lines in arterials shall also be considered a blanket activity if they have no impact to travel lanes and occur in the soft surface shoulder of the street.

6.2.4.2. Requirements for Blanket Activities. PSE must obtain a Blanket Permit from the City for each Blanket Activity performed in the City's Right-of-way. Each Blanket Permit will be charged at a Right-of-way Use permit rate equal to two (2) hours of time as identified in the City's Fee Schedule and shall be paid on a monthly basis within 30 Days following the end of each month. Blanket Activities require Traffic control measures consistent with the MUTCD. Traffic passage requirements include no street closures or Traffic detours at any time. Alternating two-way Traffic consistent with MUTCD is permissible.

6.2.4.3. Notification of Blanket Activities. PSE shall notify the City in writing, at least twenty-four (24) hours in advance of performing any activity in

the Right-of-way, and submit a City Inspection Request Form, which shall include at a minimum the following information: Franchise ordinance number, street address nearest to the proposed work site, and description of work to be performed. PSE shall provide written notice of completion within twenty-four (24) hours after completing work.

6.2.5. Major Activities.

6.2.5.1. Major Activities. All activities not deemed Minor or Blanket Activities are Major Activities and require a Right-of-way Use permit. Fees will be assessed individually according to the City's Fee Schedule and paid on a monthly basis within 30 Days following the end of each month.

6.2.5.2. All permits shall be closed out prior to the expiration date. PSE shall request a final site inspection when all permit conditions have been met and work is complete. If the work cannot be completed prior to the expiration date a request to extend the permit must be submitted.

6.2.6. If none of the activities listed accurately describes or captures a proposed activity, PSE and the City shall meet to discuss the nature and scope of the proposed activity. Based upon the parties' discussions, the Director shall determine whether the proposed activity shall be categorized as a minor, blanket, or major activity.

6.2.7. Emergency Work, Permit Waiver. In the event of any emergency where immediate action is needed to protect the integrity of PSE's Facilities within the Franchise Area for which a permit from the City is required under this Franchise, PSE shall immediately take any necessary emergency measures to repair or remove its Facilities without first applying for and obtaining a permit as required by this Franchise. During normal work hours PSE shall verbally notify the Director as soon as possible after the event of the need to perform emergency repairs. This emergency provision shall not relieve PSE from later obtaining any necessary permits for the emergency work, with the exception of minor and blanket activities as described in 6.2.3 and 6.2.4. PSE shall apply for the required permits the next business day following the emergency work or as soon as practical.

6.2.8. Notice of construction in the right-of-way. At least five (5) calendar days prior to the anticipated start of construction activities within the right-of-way that qualify as Major Activities, except those activities exempted from permit requirements in accordance with Section 6.2.7, or that are expected to conclude in eight (8) hours or less, PSE shall inform the occupants of all immediately adjacent properties that a construction project will commence, provide the anticipated date range and nature of the project, and share a point of contact for seeking more information. Notification may be completed using one or more methods, including but not limited to: door hangers, mailed notices, emails, phone calls, onsite signage, coordination with property management companies, web content and onsite crew coordination.

- 6.2.9. Notice of construction activities impacting private property. At least twenty-four (24) hours prior to the start of construction, maintenance or repair activities directly impacting the use of a private property, except those activities exempted from permit requirements in accordance with Section 6.2.7, PSE shall inform impacted property occupants of the nature of the work. Notification may be completed using one or more notification tools, including but not limited to: door hangers, mailed notices, emails, phone calls, onsite signage, coordination with property management companies, web content, and onsite crew coordination. In some cases, the notice of construction in the right-of-way may be combined with the notice of construction activities impacting private property.
- 6.2.10. In the event PSE fails to comply with any conditions set forth in Section 6.2, the City shall provide PSE with written notice of the alleged noncompliance. PSE shall have thirty (30) calendar days from the date of the notice to cure the noncompliance, commence the cure in good faith if said cure will reasonably take longer than 30 days to complete under the circumstances, or enter into an agreement that establishes a schedule for curing the noncompliance with the City. If PSE fails to cure the noncompliance, commence the cure, or enter into an agreement that establishes a schedule for curing the noncompliance within that 30-day period, as outlined herein this Section, the parties shall enter into dispute resolution pursuant to Section 15 below, and the City may suspend all rights and privileges granted under Section 6.2 until such time as PSE cures the noncompliance, or enters into an agreement that establishes a cure for the noncompliance. This suspension does not preclude PSE from applying for permits as provided in SMC Chapter 12.15, as it currently exists or may hereafter be amended. Any non-compliance under this section shall not be deemed a default under section 14.2.

6.3. Decommissioned Facilities.

- 6.3.1. Above ground decommissioned facilities. PSE shall notify the City if PSE elects to permanently decommission any of its above-ground Facilities within the Right-of-way. Upon receipt of said notice, the City will have the right to require PSE to remove such decommissioned Facilities from the Right-of-way within the Franchise Area. If so required, PSE shall remove the decommissioned Facilities from the Right-of-way within 180 Days of the discontinuation of their active utilization, or in accordance with a written removal plan authorized by the City. All necessary permits must be obtained prior to such work.
- 6.3.2. Below ground decommissioned facilities. In the event PSE permanently ceases use of any of its underground Facilities within the Right-of-way, PSE may leave such underground Facilities in place subject to the conditions set forth in this Section. Any such underground Facilities to be left in place shall be made inert by purging all natural gas from such underground Facilities (including displacement of natural gas with an appropriate inert gas) and disconnecting and sealing such underground Facilities, all in compliance

with applicable regulation and industry standards. Such action by PSE shall not relieve PSE of the obligation and/or costs to subsequently remove or alter such underground Facilities in the event the City reasonably determines that such removal or alteration is reasonably necessary to accommodate a Public Project pursuant to Section 7 or to protect the health and safety of the public, in which case PSE shall perform such work at no cost to the City within a mutually agreed upon timeframe, but not less than one-hundred and twenty (120) Days. Decommissioned Facilities must be identified on as built plans, provided to the City upon request, and consistent with utility locate standards. The City and PSE shall work in good faith to avoid or minimize the need to remove any decommissioned underground Facilities within the Franchise Area. The obligations contained in this section shall survive the expiration, revocation and termination of this Franchise.

6.4. Restoration after Construction.

6.4.1. PSE shall, after any installation, construction, relocation, maintenance, or repair of its Facilities within the Right-of-way that disturbs the surface or subsurface of the Right-of-way, promptly restore the Right-of-way to at least the same condition it was in immediately prior to any such installation, construction, relocation, maintenance or repair and, to the extent reasonable in light of the scope and nature of PSE's work in the Right-of-way, in accordance with City standards at no cost to the City. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications.

6.4.2. If it is determined that PSE has failed to restore the Right-of-way in accordance with this Section, the City shall provide PSE with written notice including a description of actions the City believes necessary to restore the Right-of-way. If the Right-of-way is not restored in accordance with the City's notice within thirty (30) Days of that notice, the City, or its authorized agent, may restore the Right-of-way. PSE shall be responsible for all costs and expenses incurred by the City in restoring the Right-of-way in accordance with this Section. The remedy granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

6.5. Bonding Requirement: Before undertaking any of the work within the Right-of-way authorized by this Franchise, PSE shall furnish a bond executed by PSE and a corporate surety authorized to do a surety business in the State of Washington, in a sum to be set and approved by the City Manager as reasonably sufficient to ensure performance of PSE's obligations under this Franchise. The bond shall be conditioned so that PSE shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to restore or replace any defective work performed by or on behalf of PSE or materials discovered in the restoration of the Right-of-way within a period of two years from the final City inspection date of any such restoration. PSE may meet the obligations of this Section with one or more bonds acceptable to the City. In the event that a bond issued pursuant to this Section is canceled by the surety, after proper notice and pursuant to the terms of said bond, PSE shall, prior to the

expiration of said bond, procure a replacement bond which complies with the terms of this Section.

- 6.6. Recourse Against Bond: With respect to undertaking any of the work pursuant to section 6.5 of this Franchise, in the event PSE fails to perform its obligations in accordance with the terms and conditions of this Franchise and further fails to cure its deficiency within a reasonable period of time after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by PSE pursuant to Section 6.5 to cure such deficiency.
- 6.6.1. In the event the City makes use of such bond(s) furnished by PSE pursuant to Section 6.5, the City shall promptly provide written notice of same to PSE. Within thirty (30) Days of receipt of such notice, PSE shall replenish or replace such bond(s) pursuant to Section 6.5.
- 6.6.2. The rights reserved to the City by this Section are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of a right under this Section shall constitute an election or waiver of any rights or other remedies the City may have.
- 6.7. Safety. PSE, in accordance with applicable federal, state, and local safety rules and regulations, shall, at all times, employ ordinary care in the installation, maintenance, and repair utilizing methods and devices commonly accepted in the natural gas industry of operation.
- 6.8. Lateral Support Impairment. In the event that PSE's Facilities or operations within the Right-of-way directly and solely causes a condition that substantially impairs the lateral support of the Right-of-way, or public property adjacent thereto, the Director may direct PSE, at no charge or expense to the City, to take actions to resolve the impairment, with all necessary permits and authority granted by the City in an expeditious manner, provided that PSE is authorized to take any necessary emergency measures to repair or remove its Facilities pursuant to Section 6.2.6. In the event that PSE disputes that its Facilities or operation directly and solely caused the substantial impairment of lateral support, the Parties shall engage in dispute resolution pursuant to Section 14 below.

7. Relocation of Facilities.

- 7.1. PSE agrees to protect, support, temporarily disconnect, relocate or remove from any Right-of-way its Facilities without cost to the City, to the extent permitted by law and under this Franchise, when so required by the City for a Public Project. Relocations means PSE will move above grade Facilities to another above grade location (above ground to above ground relocation) and below grade Facilities to another below grade location (underground to underground relocation). PSE shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Right-of-way and upon approval by the City, any Facilities required to be temporarily disconnected or removed for a Public Project. It is understood that conditions including, but not limited to, scope and complexity of a project, and the ability to gain necessary easements and

- permits, will impact these projects and will be taken into consideration when establishing timelines for such projects.
- 7.2. If the City determines that a Public Project requires the Relocation of PSE's existing Facilities the City shall:
- 7.2.1. As soon as possible to the notice to proceed is given for a Public Project, but not less than one-hundred twenty (120) Days, provide PSE written notice requesting such relocation and the date by which relocation needs to be completed, provided that the relocation deadline will be extended as reasonably necessary if it would be impossible or impracticable for PSE to complete the relocation work by the original relocation deadline due to factors and circumstances beyond PSE's reasonable control, including but not limited to force majeure events, and events caused by a third party and which PSE does not control; and
 - 7.2.2. Provide PSE with copies of relevant portions of the City's plans and specifications for such public works improvement.
 - 7.2.3. Ensure that all necessary permits and easements are issued to PSE in an expeditious manner so PSE may maintain the timeline of a Public Project established under this Franchise or a separate agreement.
- 7.3. PSE may, after receipt of written notice by the City as specified in Subsection 7.2.1 requesting a relocation of its Facilities, submit to the City written alternatives to such Relocation that in PSE's judgment offer the least amount of interference to PSE's customers and operations, provide a more cost-effective alternative, or provide a more efficient or appropriate design or method for the Relocation for the Public Project. The City shall evaluate such alternatives and advise PSE in writing if any of the alternatives are suitable to accommodate the work that necessitates the Relocation of the Facilities. If so requested by the City, PSE shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by PSE full and fair consideration. In the event the City ultimately determines that the alternatives submitted by PSE are not amenable to the City, PSE shall relocate its Facilities as provided in this Section.
- 7.4. PSE will work cooperatively with the City on Public Projects to explore the most cost-effective means of coordinating the Relocation of Facilities for Public Projects. After receipt of such notice and such plans and specifications provided to PSE by the City as specified in Subsections 7.2.1 and 7.2.2 of this Agreement, PSE shall complete Relocation of its Facilities at least ten (10) Days prior to commencement of a Public Project, unless a different date is provided in a separate Public Project coordination agreement between the City and PSE.
- 7.5. If the City requires the subsequent relocation of Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section, then the City shall bear the entire cost of such subsequent relocation. The "date of relocation" shall be the date in which the physical relocation of the Facilities is completed.
- 7.6. Whenever (i) any public or private development within the Right-of-way, other than a Public Project, requires the relocation of PSE's Facilities within the Right-of-way to

- accommodate such development; or (ii) the City requires the relocation of PSE's Facilities within the Right-of-way for the benefit of any person or entity other than the City, then in such event, PSE shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities.
- 7.7. Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of PSE's Facilities shall be a required relocation for purposes of Section 7.5 (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).
- 7.8. If the City vacates any Right-of-way with PSE Facilities, the City shall reserve an easement in its vacation ordinance adequate for the repair, maintenance and replacement of the Facilities and sited along the location of the Facilities, provided that no easement shall be reserved if the vacation is for a Public Project and the Facilities are to be relocated under this Section. No easement shall be reserved if the vacation is conditioned upon a vacation petitioner's payment for the cost of relocating existing Facilities to another Right-of-way or private easement including necessary service reconnections caused by the relocation.
- 7.9. Nothing in this Section shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or other rights not derived from this Franchise, regardless of whether such easement or other rights are on public or private property and regardless of whether this Franchise co-exists with such easement or other rights.
- 7.10. PSE's Maps and Records. PSE agrees to provide the City, upon reasonable request and without charge, copies of available as-built plans, maps, and records, in use by PSE, that show the approximate horizontal location of its Facilities at specified locations within the Right-of-way. If available, such maps shall also be provided in a digital electronic format usable by the City. All such maps and records will be provided for informational purposes only. PSE does not warrant the accuracy of any map or other information provided under this Section, and to the extent the location of Facilities are shown, such locations are approximate.

8. Utility Location.

Nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility Facilities.

9. Planning Coordination.

- 9.1. Growth Management Act Comprehensive Planning. Pursuant to the Growth Management Act (GMA), chapter 36.70A RCW, the City is required to prepare and periodically update a comprehensive plan. RCW 36.70A.070 lists the mandatory elements that must be contained in the comprehensive plan, including a utilities element. PSE agrees to participate in a cooperative effort with the City in updates to

its utilities element to meet the GMA's requirements, to the extent such information can be provided consistent with applicable laws.

- 9.2. Coordination of Projects and Activities. PSE will assign a representative whose responsibility shall be to coordinate with the City on planning for City Capital Improvement Program projects. At a minimum, such coordination shall include the following:
- 9.2.1. By February 1st of each year, PSE shall provide the Director with a schedule of its planned capital improvements, which may affect the Right-of-way for that year;
 - 9.2.2. PSE shall meet with the City, other franchisees and users of the Right-of-way, according to a schedule to be determined by the City, to schedule and coordinate construction on specific projects; and
 - 9.2.3. All construction locations, activities, and schedules shall be coordinated, as required by the Director, to minimize public inconvenience, disruption, or damages.
 - 9.2.4. PSE will cooperate with the City to consider the extension of its natural gas distribution system into areas of the City that do not have natural gas service available in conjunction with City road improvement projects subject to applicable PSE tariffs on file with the Washington Utilities and Transportation Commission.
- 9.3. Development of Right-of-Way Standards. PSE herein agrees to provide the staff-support necessary to enable PSE to meaningfully participate in the City's revision of Right-of-way Standards. By way of illustration and not limitation, this participation shall include attendance at City planning meetings, review and comment of documents proposed for adoption, and any other activities that may be required in the formulation of Right-of-way Standards, as agreed by PSE and the City. Such participation shall be for informational purposes only and shall not obligate either party to undertake any specific improvements within the Franchise Area, nor shall such discussions or coordination be construed as a proposal to undertake any specific improvements within the Franchise Area.
- 9.4. Emergency Operations. The City and PSE agree to cooperate in the planning and implementation of emergency operations response procedures. PSE will be engaged in City emergency planning process at the request of the City, including participation in the City's Emergency Management Council. The City will provide current emergency contact information to PSE's Emergency Manager. Such participation shall be for informational purposes only and shall not obligate either party with respect to said participation.

10. Indemnification.

- 10.1. PSE hereby agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all third party claims, costs, judgments, awards or liability to the extent the same is caused by the negligent acts or

- omissions of PSE, its agents, servants, officers or employees in performing activities, including equipment installation, maintenance and operations, authorized by this Franchise. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, PSE shall satisfy the same to the extent it is based on a claim or demand which is covered by PSE's indemnification obligations hereunder. In the event any claim or demand presented to, or suit or action is commenced against, the City based upon any such claim or demand, the City shall promptly notify PSE thereof, and PSE may elect, at its sole cost and expense, to settle and compromise such suit or action, or defend the same with attorneys of its choice. If any such claim or demand is subject to RCW 4.24.115 and caused by or results from the concurrent negligence of (a) the City, its elected or appointed officials, or its agents or employees and (b) PSE, or PSE's agents or employees, then in such event the defense and indemnity provisions provided for in the preceding paragraph 9.1 shall be valid and enforceable only to the extent of PSE's negligence.
- 10.2. Solely to the extent required to enforce the indemnification provisions of this Section 9, PSE waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees. The foregoing waiver has been mutually negotiated by the parties hereto, and PSE acknowledges that the City would not enter into this Franchise without PSE waiver thereof.
- 10.3. Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance of PSE's indemnification obligations. Said indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation.

11. Insurance.

- 11.1. In lieu of the insurance requirements set forth below in this Section and with the concurrence of the City, PSE may utilize a combination of self-insurance and excess liability insurance to protect against such risks in such amounts as are consistent with good utility practice. To secure such concurrence, PSE and the City may, from time to time, review PSE's financial position and risk management program. Upon PSE's acceptance of this Franchise and upon reasonable request thereafter, PSE shall provide the City with reasonable written evidence that such protection is being maintained.
- 11.2. Except as otherwise provided in Section 11.1, PSE shall procure and maintain for the duration of the Franchise, during any period of time during which PSE is operating its Facilities without a franchise, or is engaged in the removal of its Facilities from the Franchise Area, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to PSE, its agents or employees. PSE's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of PSE to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. A combination of self-insurance and excess liability insurance may be utilized by PSE. Upon PSE's acceptance of this

Franchise, PSE shall provide to the City a certificate of insurance and/or evidence of self-insurance evidencing the following required coverages and limits:

- 11.2.1. Automobile Liability insurance or self-insurance for owned, non-owned and hired vehicles with limits no less than \$2,000,000 Combined Single Limit per accident for bodily injury and property damage; and
 - 11.2.2. Commercial General Liability insurance policy or self-insurance coverage providing no less than \$2,000,000 per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage.
 - 11.2.3. Excess liability insurance with limits not less than \$5,000,000 per occurrence excess of Commercial General Liability and automobile limits described above in items 11.2.1 and 11.2.2.
 - 11.2.4. Worker's compensation with statutory limits and employers liability insurance with limits of not less than \$1,000,000.
 - 11.2.5. If coverage is provided by self-insurance or a policy of insurance written on a claims made rather than occurrence basis, PSE agrees to maintain the same levels of self-insurance or claims made policy coverage, or to purchase endorsements providing additional reporting periods in which claims otherwise covered by the claims made policy or self-insurance may be reported, for a period of three (3) years following either the discontinuance of the claims made policy or self-insurance or the termination of this Franchise, whichever is earlier.
- 11.3. Payment of deductible or self-insured retention shall be the sole responsibility of PSE.
- 11.4. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. PSE's insurance shall be primary as applies to the indemnity obligations of this Franchise. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of PSE's insurance and shall not contribute with it. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) Days prior written notice has been given to the City.

12. Notice of Tariff Changes.

PSE shall when making application for any changes in Tariffs affecting the provisions of the franchise, notify the City in writing, that the application has been submitted to the Washington Utilities and Transportation Commission ("WUTC") within five (5) Days of filing with the WUTC and any approved Tariff by the Washington Utilities and Transportation Commission, or its successor, affecting the provisions of this Franchise. In the event of any conflict or

inconsistency between the provisions of this Franchise and such Tariff, the provisions of such Tariff shall control.

13. Utility Tax and Franchise Fee.

- 13.1. Utility Tax. PSE acknowledges that the City is authorized under RCW 35.21, as amended, to impose a utility tax on PSE. Nothing in this franchise shall exempt nor be construed to exempt PSE from payment of this utility tax in accordance with the City's Code.
- 13.2. Franchise Fee. The City acknowledges that it is precluded from imposing a franchise fee upon PSE pursuant to RCW 35.21.860, for use of the right-of-way except for administrative expenses, fees, taxes or charges authorized by RCW 35.21. As such, the City will not impose a franchise fee under the terms of this Franchise, other than as described herein or as authorized by law.

14. Enforcement.

- 14.1. A substantial violation or breach of this Franchise by PSE shall include, but shall not be limited to, the following:
 - 14.1.1. An uncured violation of any material provision of this Franchise;
 - 14.1.2. An intentional evasion or knowing attempt to evade any material provision of this Franchise or practice of any fraud or deceit upon the City;
 - 14.1.3. Misrepresentation of material fact during negotiations relating to this Franchise or the implementation thereof.
 - 14.1.4. An uncured failure to pay fees that may be associated with this Franchise, if any.
- 14.2. In the event either party shall fail to comply with the terms of this Franchise, the other party shall provide the non-complying party with detailed written notice of any alleged violation or breach. The party who is allegedly in non-compliance shall have a period of 60 Days following such written notice to cure the alleged violation or breach, demonstrate to the other's satisfaction that a violation or breach does not exist, or submit a plan satisfactory to the other to correct the violation or breach. If, at the end of said 60-Day period, the City or PSE reasonably believes that a substantial violation or material breach is continuing and the party in breach is not taking satisfactory corrective action, the other may declare that the party in breach is in default, which declaration must be in writing, and engage in Dispute Resolution pursuant to Section 15.2 below.
- 14.3. The City or PSE may, in its sole discretion, provide an extension of the 60 Day period provided for in Section 14.2 for the other party to remedy any violation or breach and come into compliance with this Franchise so as to avoid a declaration of default. The party granting the extension may not unreasonably withhold such an extension provided that the noncompliant party demonstrates prompt and diligent efforts to cure the violation or breach.

15. Dispute Resolution.

- 15.1 In the event of a dispute between City and PSE arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by City and PSE to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute.
- 15.2 In the event that the parties are unable to resolve the dispute under the procedures set forth in Sections 14 or 15.1, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Each party shall bear its own expenses related to the mediation and the parties shall share the cost of the mediator equally.
- 15.3 If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies, provided, that if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees and costs incurred in the judicial action.

16. Force Majeure.

Neither party will be subject to penalty for any non-compliance with this Franchise or delay in compliance of any of its obligations hereunder where such compliance is prevented or delayed by acts of God (except normal weather conditions for the Shoreline-Seattle area), fire, explosion, accident, flood, epidemic, war, riot, rebellion, interruption or rationing of fuel supply, or other unexpected and uncontrollable event ("force majeure events"). If a force majeure event occurs, this Section will only apply if the Party intending to seek the protections of this Section notifies the other Party in writing.

17. Survival.

All of the provisions, conditions and requirements of Sections 6.3 Decommissioned Facilities, 6.4 Restoration After Construction, 6.8 Lateral Support Impairment, 10. Indemnification, 11. Insurance, and other sections of this Franchise that may be reasonably construed to survive the termination or expiration of this Franchise shall survive such termination or expiration. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties hereto and all privileges, as well as all obligations and liabilities of each party shall inure to their respective heirs, successors and assigns.

18. Severability.

If any Section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause or phrase of this Franchise. The Parties may amend, repeal, add, replace, or modify any provision of this Franchise to preserve the intent of the parties as expressed herein prior to any finding of invalidity or unconstitutionality.

19. Assignment.

This Franchise shall not be assigned in whole or in part without the written approval of the City, which shall not be unreasonably withheld. Notwithstanding the foregoing, PSE shall be permitted, without the City's approval, to mortgage its rights, privileges and authority in and under this Franchise to the trustee under its mortgage indenture for the benefit of its bondholders.

20. Notice.

Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

Puget Sound Energy, Inc.
P.O. Box 97034
Bellevue, WA 98009-9734
Attn: Municipal Relations

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

21. Non-Waiver.

The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.

22. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

23. Amendment.

This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington.

If, during the term of this Franchise, there becomes effective any change in federal or state law that may require action by the City or PSE that conflicts or is inconsistent with any provision of this Franchise, either party may notify the other party in writing of such party's desire to commence negotiations to amend this Franchise. Such negotiations shall only encompass the specific term or condition affected by the change in federal or state law and no party shall be obligated to reopen negotiations on any other term or condition of this Franchise.

Without limiting the generality of the foregoing, this Franchise (including, without limitation the Sections addressing indemnification and insurance) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by PSE of any and all of its rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically: (i) references this Franchise, and (ii) states that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of

this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

24. Supremacy.

This Franchise represents the dominant agreement between the parties. In the event of any conflict between this Franchise and any City ordinance or permit, the terms of this Franchise shall control. In the event, however, of any conflict between the provisions of this Franchise and PSE's applicable tariff on file with the Washington Utilities and Transportation Commission or a successor state regulatory authority, the tariff shall control for the duration of that conflict, provided, that PSE shall provide the City written notice within five (5) Days of filing any proposed tariff or amended tariff which would affect the terms of this Franchise or any rights of the City hereunder.

25. No Third Party Beneficiary.

Nothing in this Franchise shall be construed to create any rights in or duties to any third party, nor any liability to or standard or are with reference to any third party. This Franchise shall not confer any right or remedy upon any person other than the parties. No action may be commenced or prosecuted against any party by any third party claiming as a third party beneficiary of the Franchise. This Franchise shall not release or discharge any obligation or liability of any third party to either party.

26. Captions.

The titles of sections or any other parts of this Franchise are for the convenience only and do not define or limit the contents.

27. Acceptance by PSE.

The City Clerk is hereby authorized and directed to forward certified copies of this Ordinance to PSE. PSE shall have sixty (60) Days from receipt of the certified copy of this Ordinance to unconditionally accept in writing the terms of the Franchise granted to PSE in this Ordinance and file such acceptance with the City Clerk.

28. Publication Costs.

In accordance with state law, a summary of this Ordinance consisting of its title shall be published in the official newspaper of the City in lieu of publishing the Ordinance in its entirety. PSE shall reimburse the City for the cost of publishing this Ordinance within thirty (30) days of receipt of any invoice from the City.

29. Reimbursement of Administrative Costs.

As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon PSE. However, as provided in RCW 35.21.860, PSE shall reimburse and pay the City's actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW.

30. Effective Date.

This Ordinance shall take effect and be in full force after publication and upon acceptance by PSE as provided in Section 27.

PASSED BY THE CITY COUNCIL ON JUNE 24, 2019.

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney

Date of Publication: June 27, 2019
Effective Date: _____, 2019

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Professional Services Agreement with KPFF Consulting Engineers in the Amount of \$897,854 for Preliminary Design of the 148 th Street Non-Motorized Bridge Project
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
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 2019-2024 Capital Improvement Plan includes the 148th Street Non-Motorized Bridge project. The principal goal of the project is to provide a non-motorized bridge to directly connect neighborhoods west of Interstate-5 with the future light rail station which will in turn connect users to centers of employment, commerce and educational opportunities. The initial work for this project is to develop a schematic design based on the preferred alignment previously approved by Council.

Consultant services are needed to develop the schematic design. KPFF Consulting Engineers has been selected as the most qualified firm to support this project through the construction phase. Staff have negotiated a contract for the preliminary design phase of the work, which includes development of the schematic design, community outreach and stakeholder engagement. Council authorization is needed to enter an agreement with KPFF Consulting Engineers.

RESOURCE/FINANCIAL IMPACT:

The adopted 2019-2024 Capital Improvement Program includes \$499,999 for the schematic design phase of this project, and the City was also recently awarded a \$2,055,000 FHWA STP grant. The budget shown below is for the preliminary design phase of the project only.

EXPENSES

Staff and Other Direct Expenses	\$100,000
<i>KPFF Consulting Engineers – Preliminary Design Contract</i>	\$897,854
Contingency	\$90,000
Total Project Cost	\$1,087,854

REVENUE

FHWA Surface Transportation Program (STP)	\$2,055,000
General Fund Contribution	\$349,999
Roads Capital Fund	\$150,000
Total Project Revenue	\$2,554,999

RECOMMENDATION

Staff recommends the Council authorize the City Manager to execute a professional services contract with KPFF Consulting Engineers in the amount of \$897,854 for the 148th Street Non-Motorized Bridge Project.

Approved By: City Manager _____ City Attorney _____

BACKGROUND

Interstate-5 (I-5) forms a barrier to direct access to the Sound Transit Shoreline South/145th Station from neighborhoods west of I-5. The 148th Street Non-Motorized Bridge project will design a ped/bike bridge spanning I-5 and connecting to the north-end station plaza. Improvements will include integration with the station plaza area (east side of I-5) including ramps and stairs. West side landing improvements will include ramps, stairs, safe pedestrian and bicycle connections to 1st Avenue NE and evaluate the need for a drop-off/pick-up area (“kiss-n-ride”).

In spring 2013, the City of Shoreline began community-based visioning and planning to address future land use, transportation, and neighborhood enhancements in the community’s light rail station subareas. The subarea plans for both station areas were shaped by extensive public and stakeholder engagement. The 145th Street Station Subarea Plan can be found at the following link:

<http://www.shorelinewa.gov/government/projects-initiatives/light-rail-station-area-planning/145th-street-station-subarea-plan-and-feis>.

One of the key concepts that helped to shape the 145th Street Station Subarea Plan was improved east-west connectivity for pedestrians and bicyclists. A key point raised was an east-west pedestrian and bicycle bridge spanning I-5. This bridge will be part of a larger network of bicycle facilities, making local connections as well as regional connections via the Interurban and Burke Gilman Trails.

A feasibility analysis of non-motorized crossing options to the Shoreline South/145th Station, conducted in 2016/2017, determined that such a link is feasible. With confirmation of a feasible crossing, the City identified the 148th Street Non-Motorized Bridge as a capital project and continued coordinating with Sound Transit and WSDOT. The staff report for this council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport022717-9b.pdf>.

The final feasibility study can be found at:

<http://www.shorelinewa.gov/home/showdocument?id=37025>.

While the funding for the schematic design was approved in the 2018-2023 CIP, the work was delayed pending results for a grant application for the design of the project. In 2018, staffing resources also limited the City’s ability to begin the project. Staff continues to pursue funding partners to move this project forward to design and ultimately construction.

DISCUSSION

On January 28, 2019, the City issued a Request for Qualifications (RFQ) for this project. Two firms submitted Statements of Qualifications (SOQ’s), which were reviewed by staff. One firm, KPFF, was subsequently interviewed and selected as best qualified for this project.

The scope of work was initially to take the project from feasibility to concept design. As a result of the pending award of the STP grant, the scope has been expanded through preliminary design. Authorization to enter into the Agreement for the STP grant is under separate Council action on tonight’s consent agenda.

The scope of work for KPFF Consulting Engineers is attached to this staff report as Attachment A. Work to be completed under this scope includes preliminary design of all improvements, environmental documentation and permitting, assistance in community outreach/stakeholder engagement, preliminary right of way acquisition and easement processes, and cost estimates for right of way and construction. Upon completion of this work, a contract amendment may be approved to authorize KPFF Consulting Engineers to proceed with final design.

The alternative to authorizing the award of this contract is to not award the contract, in which case the project would not proceed. This is not recommended.

COUNCIL GOAL(S) ADDRESSED

This project supports 2018-2020 City Council Goal 3: “Continue preparation for regional mass transit in Shoreline.”

RESOURCE/FINANCIAL IMPACT

The adopted 2019-2024 Capital Improvement Program includes \$499,999 for the schematic design phase of this project, and the City was also recently awarded a \$2,055,000 FHWA STP grant. The budget shown below is for the preliminary design phase of the project only.

EXPENSES

Staff and Other Direct Expenses	\$100,000
<i>KPFF Consulting Engineers – Preliminary Design Contract</i>	\$897,854
Contingency	\$90,000
Total Project Cost	\$1,087,854

REVENUE

FHWA Surface Transportation Program (STP)	\$2,055,000
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Total Project Revenue	\$2,554,999

RECOMMENDATION

Staff recommends the Council authorize the City Manager to execute a professional services contract with KPFF Consulting Engineers in the amount of \$897,854 for the 148th Street Non-Motorized Bridge Project.

ATTACHMENTS

Attachment A - KPFF Consulting Engineers Contract Scope of Services

Exhibit A
Scope of Work

***City of Shoreline N 148th Non-Motorized Bridge Project – Bridge and Trail Type,
Size & Location and 30% Design Development Services***

PROJECT DESCRIPTION

The City of Shoreline has conducted a feasibility analysis to evaluate and recommend a preferred alignment alternative for a new pedestrian and bicycle bridge crossing Interstate 5 (I-5) linking the west side of freeway to the planned Sound Transit Shoreline South/145th light rail station. The preferred trail and bridge alignment connects to 1st Ave NE along NE 148th where it crosses I-5 and lands at the northern plaza of the station.

This project is one of many that will improve the area serving the future Shoreline South/145th Station which is expected to open in 2024. Traffic in the 145th Street Station Subarea is projected to increase more than 25 percent over current conditions thereby creating a need for multimodal access improvements that provide safety and separation from vehicular traffic for pedestrians and bicyclists.

This phase of the project picks up where the feasibility study phase left off and provides a bridge and trail Type, Size and Location study and 30% design for the preferred bridge and trail alternative. Funding strategy and support services are also included. Future design phases and construction are dependent on the acquisition of grant funding and are not included at this time.

PROJECT OBJECTIVES

The primary objectives of this work are to:

1. Develop design for a non-motorized bridge that is consistent and supportive of the City of Shoreline's goals and policies.
2. Engage the public and stakeholders in the design process for coordination, permits and to generate support for the project.
3. Attain formal project permissions from the Washington State Department of Transportation (WSDOT) and the Federal Highway Administration (FHWA) with Sound Transit (ST) concurrence.
4. Obtain National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) environmental document approval.
5. Identify all right-of-way (ROW) needs.
6. Develop a project phasing and funding strategy for ROW and construction phases.
7. Maintain eligibility for future Federal funding.

Exhibit A – Scope of Work
City of Shoreline, N 148th Non-Motorized Bridge Project
 Page 2

PROJECT TEAM

The project team is made up of the following:

Owner	City of Shoreline
Prime Consultant	KPFF Consulting Engineers
Structural Engineering	KPFF Consulting Engineers
Civil Engineering	KPFF Consulting Engineers
<u>Subconsultants:</u>	
Bridge Architecture	LMN Architects
Urban Design	KPG Inc.
Landscape Architecture	KPG Inc.
Illumination & Electrical	KPG Inc.
Traffic Analysis	KPG Inc.
Public Outreach	Stepherson & Associates
Environmental Permitting	Landau Associates
Geotechnical Engineering	Landau Associates
Surveying	Lin & Associates
Constructability & Cost Estimating	Ott Sakai
Right-of-Way	RES Group NW

PROJECT SCHEDULE

This phase of the project is anticipated to last approximately 11 months following notice-to-proceed (NTP). Estimated deliverable dates are as follows:

- Geotechnical Explorations & Report Complete: 4 months after NTP
- Field Survey & Basemap Generation: 3 months after NTP
- Final Bridge and Landings Type, Size and Locations Memo: 7 months after NTP
- 30% Design: 10 months after NTP

A more detailed schedule will be agreed upon between the Design Team and the City following NTP.

SCOPE OF WORK

The following is a scope of work for the Bridge and Trail Type, Size and Location (TS&L) Memorandum and the 30% Design phase of the project. Future design phases may be included as an addendum to this project but are not scoped at this time.

TASK NO. 1.0 – PROJECT MANAGEMENT AND ADMINISTRATION

Task No. 1.01 Project Work Plan

Exhibit A – Scope of Work
City of Shoreline, N 148th Non-Motorized Bridge Project
Page 3

KPFF shall provide a work plan to the design team and the City outlining the project objectives, organization of the team, lines of communication, and deliverables.

Task No. 1.02 Project Schedule

KPFF shall create a project design schedule in Microsoft Project that spans from the notice-to-proceed to the completion of this phase of Work. The schedule will include all deliverable submittal dates and project milestones. The schedule shall be updated by KPFF on a monthly basis. Subconsultants and the City will review and provide input on the draft schedule.

Task No. 1.03 Subconsultant Agreements

KPFF shall prepare sub-consultant contracts for all team members.

Task No. 1.04 – Progress Reports & Invoices

A progress report form shall be provided to each Subconsultant. This form shall be filled out on a monthly basis and submitted with the invoice for the work described in the progress report. KPFF shall then compile the progress reports into a single document to be submitted to the City with the associated monthly invoice.

Subconsultants shall prepare monthly invoices for work completed. KPFF shall compile the invoices into a single document to be submitted to the City. The overall team monthly invoices will be formatted to provide the billing per project task and include percentage completion and billings to date.

Task No. 1.05 – Project Kickoff Meeting

KPFF and all Subconsultants shall prepare for and attend a two (2) hour long project kickoff meeting. KPFF, in conjunction with the City, shall coordinate the date, time and agenda items for this meeting.

Task No. 1.06 – Project Communication Meetings

KPFF and the Subconsultants shall prepare for and attend monthly project communication meetings with City staff to review the progress of the project and review technical and project management topics. The meetings will be attended by the KPFF Project Manager, key stakeholders, and key members of the design team as needed for discussion of the task items. For the basis of this scope of work the assumed number of monthly meetings attended by each design team member is as follows:

Exhibit A – Scope of Work
City of Shoreline, N 148th Non-Motorized Bridge Project
 Page 4

- KPFF: 16
- KPG: 9
- LMN: 9
- Landau Associates: 7
- Stepherson & Associates: 3
- Lin & Associates: 1
- Ott-Sakai Associates: 1
- RES NW: 1

Task No. 1.07 – Internal Team Meetings & Coordination

The design team shall meet to discuss project issues, schedule, progress, and general coordination of effort as needed.

Assumptions:

- Project kickoff meeting will take place at the City offices.
- Project communications meetings will take place at the City offices and will last approximately one (1) hour.
- Agenda will be provided by KPFF a minimum of two (2) working days prior to the date of the meeting.
- Meeting notes will be prepared and distributed by KPFF for review and comment by meeting attendees within two (2) working days of the date of the meeting.

Deliverables:

- Project work plan, Draft and Final (electronic copy)
- Project schedule with monthly updates (electronic copy)
- Monthly progress reports and invoices (Assume 12)
- Project kickoff meeting, agenda and meeting notes (electronic copies)
- Monthly project communication meetings including agenda and notes (electronic copies)

TASK 2.0 – DESIGN CRITERIA DOCUMENT, WSDOT AND SOUND TRANSIT KICKOFF MEETINGS

Task No. 2.01 – Design Criteria Document

KPFF shall prepare the design criteria document including contributions from KPG and LMN. Potential design criteria include, but are not limited to:

- Minimum bridge/trail/shoulder widths
- Horizontal geometry constraints (including minimum radii for curves) and allowable design speeds for bicycles
- Design Standards (e.g. City of Shoreline 2019 Engineering Development Manual, WSDOT Design Manual, AASHTO, NACTO, etc)
- Maximum allowable vertical grades and rates of curvature for both bridge structures and for access ramps
- I-5 vertical and horizontal clearance requirements

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- Sound Transit Shoreline South/145th Station clearance requirements
- Roadway clearance parameters
- Emergency access requirements
- ADA requirements
- Maintenance access requirements
- Minimum lighting requirements
- Requirements for stormwater detention and water quality
- Utility clearance requirements
- Structural loading conditions
- Allowable structural deflections and vibrations
- Jurisdictional standards and requirements for landscape and aesthetic treatments

Assumptions:

- The City will distribute the Draft Design Criteria Document for review and comment by City staff.
- All comments received on the Draft Design Criteria Document will be compiled into one document prior to sending to the KPFF and the Subconsultants for review and response.

Deliverables:

- Draft Design Criteria Document (3 hardcopies, electronic copy)
- Comment responses to Draft Design Criteria Document (electronic copy)
- Final Design Criteria Document (3 hardcopies, electronic copy)

Task No. 2.02 – WSDOT/FHWA & Sound Transit/FTA Kickoff Meetings

KPFF will prepare, attend and document one (1) kickoff meeting with WSDOT/FHWA, one (1) kickoff meeting with Sound Transit/FTA. The purpose of these meetings will be as follows:

- Reintroduce these key stakeholders to the project
- Gather information on stakeholder constraints and concerns
- Share Draft Design Criteria document and gather feedback

Feedback received on the Draft Design Criteria document from WSDOT, FHWA, Sound Transit and FTA will be incorporated into the final document. This document will be shared with WSDOT, FHWA, Sound Transit and FTA for their concurrence. It is likely that, the WSDOT and FHWA kickoff meeting may occur simultaneously. Similarly, the kickoff meetings with Sound Transit and FTA may occur simultaneously.

In addition to the kickoff meetings, an allowance for up to two (2) additional meetings with WSDOT/FHWA and Sound Transit/FTA is made for additional discussion of the project and to address any comments on deliverables.

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Assumptions:

- The City will make initial contact with WSDOT and Sound Transit to schedule and coordinate kickoff meeting and invite appropriate City staff.
- KPFF staff in attendance for meetings: Project Manager, Lead Civil, Lead Structural.
- Agenda will be provided by KPFF a minimum of two (2) working days prior to the date of the meeting.
- Meeting notes will be prepared and distributed by KPFF for review and comment by meeting attendees within two (2) working days of the date of the meeting.

Deliverables:

- Kickoff meetings with WSDOT and Sound Transit including agenda, meeting materials and notes.
- Kickoff meetings will be held at City offices and will last approximately two (2) hours each.

TASK 3.0 – TOPOGRAPHIC AND BOUNDARY SURVEY

Lin & Associates (L&A) will perform a field survey of the proposed bridge and trail using a combination of conventional/scanning and GPS survey techniques to obtain necessary ground information and supplemental mapping detail to support design. L&A will scan entire project limits and update the basemap as requested by the design team. This will save time and additional field visits as the point clouds can be data mined for additional data at any time. The approximate limits of the field survey are shown in Figure 1 which is included as an Appendix to this Scope of Work.

Office and field research will be performed to determine existing horizontal and vertical control for the area of the proposed bridge and trail. All apparent aboveground features will be located and shown as well as all existing improvements, including but not limited to: building corners, fences, existing utilities including inverts and pipe sizes where accessible, and spot elevations. The Horizontal datum that will be used will be Sound Transit Lynnwood Link project datum that is based upon NAD83 (2011). All elevations will be based upon NAVD 88 vertical datum, as specified. Contour interval will be 1 foot.

Title reports for the affected parcels will be secured to determine location of existing easements which may impact the route.

Specific property ownership and existing rights-of-way within the proposed route will be determined based upon deed and field research. For acquisition of right of way, descriptions/ALTA and parcel maps will be prepared based upon design needs will be scoped at a later phase if needed. Actual deeds of conveyance will be prepared during later phases and will be provided by other design team members.

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All pertinent acquired research and field data will be mapped as a base drawing for design purposes. Basemap will be prepared to a maximum scale of 1" = 40' and will include all field evidence, including property ownership.

Assumptions:

- Topographic and boundary survey information gathered by Lin & Associates for the Sound Transit Lynnwood Link project will be available for use by the project team to start from. No additional survey will be required at the eastern bridge landing location but survey data will be needed to cover project limits west of the east edge of I-5.
- The City will officially request Sound Transit's survey files from the Lynnwood Link Project. L&A will provide the names of these basemap files to the City for use in the request.
- Manholes over 25 feet deep or full of debris/water may not be as-built since they may require confined space entry to access the manhole in order to accurately measure the depth (if needed).
- Trees 4 inches and larger in diameter at breast height (DBH) will be surveyed. Trees will be labeled with trunk and dripline diameter and will only be classified as coniferous or deciduous as far as the tree species, unless directed otherwise.
- Lin & Associates will call one-call and pick-up utilities that are marked. Lin & Associates will coordinate with a private utility locator to verify accuracy and completeness of information obtained from free one-call service.
- Potholing and pipe probe tracing will not be completed in this phase, but can be scoped at a later date if needed.
- Right-of-entries for private properties and WSDOT ROW within the project limits will be obtained by the City.
- All utility purveyors will be contacted by KPFF regarding the location of underground utilities which may impact the proposed route.
- Utility records that the City and KPFF are able to furnish will be provided to L&A to be incorporated into basemap on record layers if L&A is not able to gather survey data upon them.
- Sound Transit CADD standards and layers in AutoCAD 2018 will be used for existing conditions basemap.
- KPFF to provide title block for topographic survey sheets.
- Title reports for private properties within project limits will be provided by the City

Deliverables:

- Update existing Sound Transit Base map (maximum scale of 1"=40')
 - 2D planimetric basemap (Existing utilities, building lines, etc)
 - 3D surface (DTM) basemap (Existing ground line)
- Topographic survey (Signed/sealed hard copies)
- ASCII file of field data points

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TASK 4.0 – GEOTECHNICAL ENGINEERING

Landau Associates, Inc. will provide geotechnical engineering services. The services will include reviewing in-house information, readily available geologic reports and maps, and completing a site-specific subsurface exploration and laboratory testing program as a basis for developing final geotechnical engineering recommendations.

Task No. 4.01 Geotechnical Investigation Program

Prior to beginning the subsurface exploration program described below, Landau Associates will review existing and readily available subsurface exploration data for the project alignment. This will include a review of information gathered as part of the Sound Transit Lynnwood Link project. The purpose of reviewing this data is to plan the exploration program and incorporate information from previous explorations into our design considerations. The data review will also include a review of readily available published geologic and topographic information for the project area.

To characterize subsurface soil and groundwater conditions at the west end of the project alignment, Landau Associates will subcontract a drilling contractor to advance one exploratory boring near the location of the proposed west bridge abutment. The exploratory boring will be advanced to a depth of about 100 ft below ground surface (bgs) using a truck-mounted drill rig. It is anticipated that sufficient geotechnical data for the eastern bridge abutment can be obtained from borings previously conducted for the nearby Sound Transit Lynnwood Link project.

A representative from Landau Associates will observe the advancement of the exploratory boring, obtain soil samples from the boring, and prepare field logs of conditions observed. Soil samples will be obtained from the exploratory boring on about a 2½- or 5-ft depth interval using the Standard Penetration Test (SPT) procedure. The soil samples will be delivered to our laboratory for further examination and classification. Soil samples obtained from the exploration will be held in our laboratory for 30 days after submittal of the final report. After that date, the soil samples will be disposed of unless arrangements are made to retain them. While a monitoring well is not planned for the proposed boring, groundwater occurrence will be noted on our summary boring log if encountered. Upon completion of sampling and logging, the boring will be decommissioned in accordance with the requirements of Chapter 173-160 of the Washington Administrative Code (WAC). Excess cuttings from the exploratory boring will be properly disposed of offsite. The pavement section at the borehole location will be patched using fast setting concrete.

Landau Associates will also subcontract an excavator and operator to conduct three small-scale pilot infiltration tests (PIT) investigations within

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stormwater management areas and excavate one exploratory test pit near the east bridge approach ramp. The PIT investigations will be conducted in general accordance with *2012 Stormwater Management Manual for Western Washington* (as amended in 2014). Landau Associates personnel will monitor the PIT investigations, record the observed infiltration rate(s), and prepare field logs of the conditions observed. Based on the results of the PIT investigations, Landau Associates will develop recommended design infiltration rates for the proposed infiltration facilities. Because of the upcoming construction for the Sound Transit Lynnwood Link project, it is anticipated that Landau Associates will not be able to access the proposed exploration locations on the east end of the project alignment until later in the design phase.

Landau Associates will arrange for underground utility location (“call before you dig”) prior to performing field activities. Landau Associates will also hire a private utility locating service to check for the presence of buried utilities at planned boring and test pit locations.

Landau Associates will complete a geotechnical laboratory testing program consisting of natural moisture content and grain size and/or Atterberg Limits determinations on selected soil samples to aid in classifying site soils. Laboratory testing will include up to 10 moisture content determinations, 4 grain size distributions or Atterberg limits determinations, and 4 combined grain size analyses (sieve and hydrometer).

Task No. 4.02 Geotechnical Analysis and Reporting

Landau Associates will evaluate the information collected as part of the data review and field investigation program in order to develop design-level geotechnical engineering conclusions and recommendations related to the design and construction of the proposed non-motorized bridge project.

Summary logs and a site plan showing the locations of the exploratory boring and test pit and pertinent site features will be included in the draft and final versions of the report.

Seismic design criteria will be provided in accordance with applicable AASHTO standards. KPFF shall provide the governing design standards prior to the evaluation. Liquefaction and lateral spread potential will be provided if warranted; however, Landau Associates’ estimated cost for the geotechnical services proposed herein assume that this task will not be required and if it is required, a budget amendment would be needed.

Recommendations for site preparation and fill placement will include the following: criteria for clearing, stripping and grubbing; an evaluation of the suitability of on-site soil for use as structural fill; gradation criteria for imported fill; guidance for preparation of subgrade soil, which will support

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the bridge approaches; and criteria for structural fill placement and compaction.

Recommendations for design and construction of conventional, shallow spread foundations will include the following: allowable soil bearing pressures, minimum width and depth requirements, friction coefficient, passive earth pressure values, and estimates of foundation settlement. If settlement appears to be an issue, recommendations for mitigating such settlement will be included. Criteria for removal and replacement of unsuitable material at foundation grade will be provided if warranted.

Recommendations shall be provided for the design of drilled, cast-in-place concrete shaft foundations for the bridge abutments. The recommendations will include the following: recommended tip elevation, axial resistance, downdrag loads and loss of side resistance during seismic loading, uplift resistance, lateral shaft analysis, and construction considerations.

Lateral earth pressure criteria for design of proposed bridge abutment walls and permanent retaining walls including equivalent fluid densities for the active, at-rest and passive states of stress will be provided as necessary.

A discussion will be provided related to the feasibility of infiltrating stormwater on-site based on the results of the explorations, laboratory testing and engineering analyses. Recommendations will be in general accordance with Division 3 (Surface Water) of the City of Shoreline's Engineering Development Manual.

A discussion will be provided related to the known or anticipated geotechnical issues that should be considered during design or that could influence construction. The discussion will include methods to mitigate such issues.

Deliverables will include a draft report containing geotechnical findings, conclusions and recommendations. A final report will be created that contains the results of mutually agreed upon comments from other team members and the City.

For estimating purposes, Landau Associates has assumed participation in up to three internal meetings for consultation during design, as requested by the City and KPFF.

Assumptions:

- The main span of the proposed bridge is a single-span structure.
- Landau Associates will not be responsible for coordinating right of entry to gain access to exploration locations. Rights-of-entry required for entry into private property will be obtained by the City.

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- The City will request and provide to Landau Associates the relevant geotechnical information gathered by others as part of the Sound Transit Lynnwood Link project.
- The geotechnical data provided by the City will be sufficient to develop design recommendations for the east abutment/foundations of the proposed non-motorized bridge.
- All of Landau Associates' subsurface explorations will be located beyond WSDOT right-of-way, and as such, a General Permit from WSDOT will not be required.
- Because none of the explorations will be accessed from I-5, coordination with WSDOT will not be required prior to site exploration activities.
- Landau Associates will not be responsible for damage to underground utilities that are mismarked or not located.
- The proposed exploration locations will be readily accessible (i.e., no down time) to a truck-mounted drill rig and a small tracked excavator.
- KPFF will provide Landau Associates a project base map in AutoCAD format.
- The subsurface investigation proposed herein can be completed in four days.
- All proposed PITs can be completed during daylight hours (i.e., no PITs will be left open overnight).
- Restoration of disturbed vegetation will not be required; however, Landau Associates will stabilize areas of disturbed ground with mulch or straw at the completion of the subsurface investigation.
- It will be acceptable to restore the pavement at the proposed boring location with a fast-setting concrete patch (i.e., a hot mix asphalt patch will not be required).
- The proposed test pit and PITs will be conducted in non-paved areas (i.e., no pavement restoration will be required).
- The proposed stormwater management area on the east side of Interstate-5 will not be accessible during construction of the Lynnwood Link Project.
- The soils at the project site will not be susceptible to liquefaction or lateral spreading during a design seismic event.
- Ground improvement design by Landau Associates will not be needed.
- A site-specific ground motion response analysis will not be required.
- Depending on the subsurface information that is available for the eastern bridge abutment, it may be necessary to advance additional boring(s) at the actual bridge foundation location(s) at a later time.
- Additional borings may be required if during the design process the locations of the bridge foundations change.
- Landau Associates will not need to provide foundation design recommendations for more than 3 different foundation options.

Deliverables:

- Draft Geotechnical Report (One electronic copy, PDF)
- Final Geotechnical Report (3 hardcopies, one electronic copy, PDF)

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TASK 5.0 —TRANSPORTATION & PARKING ANALYSIS STUDY

KPG will prepare an assessment of transportation and parking impacts associated with the trail from 1st Avenue NE, kiss-and-ride area and bridge approaches based on the preliminary bridge design and the context of the surrounding transportation network.

Task No. 5.01 – Transportation Impact Analysis

KPG will assess the multimodal transportation system, identify potential areas of impact, and recommend potential improvements based on the proposed bridge and trail design and the surrounding transportation network. This analysis will:

- Conduct hourly directional daily traffic counts (tube) for 1st Avenue NE, NE 149th Street, NE 148th Street, NE 147th Street, and 5th Avenue NE for a seven-day period.
- Collect vehicle, pedestrian and bicycle counts for the weekday AM and PM peak periods at the N 148th Street/1st Avenue NE, N 148th Street/Corliss Avenue NE, NE 148th Street/Meridian Avenue N, NE 149th Street/Meridian Avenue N, N 145th Street/1st Avenue NE and N 155th Street/1st Avenue NE and NE 148th Street/5th Avenue NE intersections.
- Conduct a detailed field visit to identify existing non-motorized facilities, areas of pedestrian and bicycle activity, barriers and opportunities, non-motorized destinations, and the potential of alternative and supporting pedestrian and bicycle routes.
- Review 5 years of crash data (to be obtained from WSDOT) for intersections and segments within the study area.
- Review the City's Transportation Master Plan, Subarea Plan, and 145th Street Multimodal Corridor Study to identify adopted bicycle and pedestrian network and planned improvements.
- Estimate potential non-motorized activity for the bridge, at the N 148th Street/1st Avenue NE intersection, and at the 148th Street/5th Avenue NE intersection. This will include a review of proposed bridge catchment areas for commuters to the light rail station, as well as potential school, recreational and other non-motorized trips within 15 minute walkshed of the proposed bridge landings.
- Use the NCHRP 562 methodology, NACTO, and FHWA (MUTCD) guidance to identify the appropriate level of pedestrian crossing treatments at the intersections of N 148th Street/1st Avenue NE, N 148th Street/Corliss Avenue NE, NE 148th Street/Meridian Avenue N, NE 149th Street/Meridian Avenue N and NE 148th Street/5th Avenue NE with the completion of the bridge and light rail station. Treatments will be selected based upon the expected level of non-motorized activity, vehicle travel speeds, and daily vehicle volumes.

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- Review supporting/alternative routes to connect between 1st Ave NE and the bridge, including NE 147th Street and/or access through other properties.

Assumptions:

- The analysis will be conducted for the weekday AM and PM peak hours for existing (2019), 2024 year of opening, and 2040 horizon year.
- City will provide traffic volume forecasts for 2024 (year of opening) and 2040 (horizon year) for study area roadways.
- The City will provide available Synchro files in the area.
- KPG will include a limited budget for additional traffic counts to supplement City data.
- The City shall make available station area planning documents and Sound Transit station area studies that document expected changes to traffic volumes, modal split, bicycle and pedestrian corridor improvements and other factors that may affect non-motorized vehicle demand in the vicinity of the bridge.

Task No. 5.02 – Parking Impact Analysis

KPG will conduct a parking impact analysis assessment to identify current on-street parking demand and supply in the immediate area of the bridge and the potential changes to the parking supply related to the proposed bridge design. The analysis will include:

- Supplement, as needed, the City-collected data for the weekday midday on-street parking demand within the study area defined as follows: N 147th Street, N 148th Street, N 149th Street and N150th Street, between Meridian Avenue NE and 1st Avenue NE; Corliss Ave N between N 150th Street and N 145th Street; and 1st Avenue NE between N 155th Street and N 145th Street.
- Assessment of impacts to on-street parking supply related to the bridge and planned non-motorized improvements within the study area.
- Documentation of potential parking impacts and suggestions for actions to better utilize available parking.

Task No. 5.03 – Kiss-and-Ride Analysis

Evaluation of traffic impacts to nearby local streets from potential kiss-and-ride activity, particularly at the west bridge approach. The analysis will include the following streets between 1st Ave NE and Corliss Ave NE using collected traffic data to understand the baseline 85th percentile speeds and traffic volumes:

- NE 149th St
- NE 148th St
- NE 147th St

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Based on the data collected and forecasted kiss-and-ride activity, strategies for traffic calming will be identified using the City's most recent traffic calming criteria.

Future year (2025 & 2040) traffic analysis, to include Kiss-and-ride traffic volumes will be performed for the intersections of 145th/1st Ave NE and 155th/1st Ave NE. Based on results, recommendations will be developed for mitigating excessive delay or to limit access to a preferred route.

Task No. 5.04 – Transportation and Parking Memorandum

KPG will summarize its analysis and findings from Tasks 5.01, 5.02 and 5.03 in a technical memorandum, using graphics and tables to illustrate the findings and conclusions of the analysis.

Deliverables:

- Draft Transportation and Parking Assessment Memorandum (electronic copy)
- Final Transportation and Parking Assessment Memorandum (3 hardcopies, electronic copy)

6.0 – PUBLIC OUTREACH & STAKEHOLDER ENGAGEMENT

Stepherson & Associates (Stepherson) will provide Public Outreach and Stakeholder Engagement services.

Task No. 6.01 – Public Outreach Communication Coordination Meetings

Stepherson will plan, facilitate and report on Public Outreach communication coordination meetings with City. The purpose of these meetings will be to plan and coordinate Public Outreach efforts with City staff. Stepherson will plan and meet regularly as a team to coordinate work.

Assumptions:

- Assumes up to twelve (12) meetings.
- These meetings will occur at City offices or over the phone.
- Meetings will last approximately one (1) hour.
- KPFF Project Manager and the Public Outreach Lead will participate in these meetings.

Deliverables:

- Agenda and pre-meeting materials
- Meeting minutes and action items

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Task No. 6.02 – Public Involvement Plan

Stepherson will develop a public involvement plan (PIP) that identifies approaches for effectively informing and involving all audiences and is equitable in its distribution of outreach resources to various communities. It will include key messaging, a stakeholder list, and outreach tools/methods and associated timeline. Plan will include targeted outreach to disadvantaged/Title VI populations. Stepherson will schedule, plan and attend a kickoff meeting with City staff prior to PIP development. The PIP will be developed in coordination with the City and early stakeholder interviews and a community demographic analysis will inform the plan.

Assumptions:

- Assumes one (1) PIP kick-off meeting that will last approximately 1.5 hours and occur at City offices. Up to three (3) Stepherson staff will attend. KPFF Project Manager will also attend this meeting.
- City will provide to Stepherson any existing stakeholders lists, summary of community commitments and other pertinent outreach document upon Notice to Proceed.

Deliverables:

- PIP kick-off meeting agenda, pre-meeting materials, meeting minutes and action items
- Plan, attend and report on up to six (6) stakeholder interviews. KPFF Project Manager will attend these interviews.
- Draft PIP (electronic copy)
- Final PIP (3 hardcopies and electronic copy)
- Key messages (up to 2 updates)

Task No. 6.03 – Communication Materials Development

Stepherson will coordinate with the City and the design team to facilitate preparation, production and distribution of all public-facing communication materials, including project fact sheet, brochure/folio, frequently asked questions (FAQ) and topic sheets (topic-specific sheets might describe elements of a bridge, right-of-way and/or trail connections) and web content. Materials could include translation in up to three (3) languages.

Assumptions:

- Stepherson will provide content updates, photos and graphics to City for City-hosted project website. Webpage updates will be submitted to City for review, approval and posting.
- The City will provide printing and mailing services.
- Stepherson will coordinate translation of materials.
- The City will pay for translation services.

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Deliverables:

- Project fact sheet: one (1) draft and one (1) final at early preliminary design as well as one (1) draft and one (1) final at 30% design (electronic copy)
- Project brochure/folio; two (2) drafts and one (1) final at early preliminary design as well as one (1) draft and one (1) final at 30% design (electronic copy)
- Project FAQ: one (1) draft and one (1) final for early preliminary design as well as one (1) draft and one (1) final at 30% design (electronic copy)
- Project topic sheets: one (1) draft and one (1) final, for up to 2 topic sheets (electronic copy)
- Website update content (up to 4)

Task No. 6.04 – Project Open House

Stepherson will plan, coordinate, promote and attend three (3), in-person open houses. The first open house will provide information and gather input on the alternatives developed in the TS&L phase. The second open house will provide information and gather input on the preferred concept alternative. The third open house will provide information and gather input on Draft 30% design. Stepherson will prepare a detailed event plan for the open house that identifies goals, team member roles, all supplies and materials and a work back schedule for meeting preparation. Stepherson will develop all supporting open house materials.

Assumptions:

- The City will host meetings by coordinating meeting space.
- The City will provide printing and mailing services for the open house announcements/invitations.
- The City will use their communication channels to actively promote the open house.
- Assumes a 3-hour event, plus 2 hours set up and clean up time.
- KPFF Project Manager, two (2) Stepherson staff, Lead Civil, Lead Urban Design and Lead Bridge Architect will attend the open house
- KPFF, LMN and KPG will provide graphics and content for open house materials.

Deliverables:

- Detailed event plan for three (3) open house events
- Meeting materials (sign-in sheet, comment form, directional signage) for three (3) open house events
- Mailer/postcard for three (3) open house events
- Up to ten (10) 24"x36" presentation quality display boards per open house event

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Task No 6.05 – Online Open House and Survey

Stepherson will plan, set up, draft content, promote and report on three (3) online open house and survey as companions to in-person open houses. The online open houses will have up to 10 pages, contain project and City branding elements, and include a survey.

Assumptions:

- Up to two (2) drafts, one final and maintenance of online open house site for up to three weeks.
- Will utilize Stepherson’s online open house platform infocommunity.org.
- The online open house will meet City branding standards and guidelines.

Deliverables:

- Survey questions
- Online open house and survey
- Review of up to 1500 (approx. 500/survey) survey responses
- Three (3) online open house activity and survey reports (1 draft, 1 final)

Task No. 6.06 – Briefings and Community Presentations

Stepherson will schedule, prepare for, staff and report on one-on-one meetings, stakeholder briefings and community presentations. This includes briefing support with each of the 3 churches (2 briefings/each) near the eastside bridge landing, the Parkwood community (2 briefings/each) and up to 12 briefings with Title VI populations and other stakeholders.

Assumptions:

- Assumes two (2) briefings with each of the three (3) churches, and the Parkwood community (8 total)
- City will provide existing property owner contact information
- City will participate in briefings (with 3 churches and any other property owners where right-of-way may be acquired)
- One (1) Stepherson staff and KPFF Project Manager will attend these briefings and presentations.
- Stepherson will coordinate interpretation services, if required.
- City will pay for interpretation services, if required

Deliverables:

- Draft and Final individual stakeholder briefing reports (up to 18) (electronic copy)

Task No. 6.07 – Correspondence

Stepherson will support City in the development of responses to public communications.

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Assumptions:

- Stepherson will draft responses. The City will review, finalize and distribute responses.

Deliverables

- Up to twenty five (25) draft communication responses (electronic copy)

TASK 7.0 – EASEMENT & PROPERTY ACQUISITION SUPPORT SERVICES

RES Group NW shall provide right-of-way (ROW), easement and property services.

Specific tasks include:

- Review Title Reports: RES Group NW shall review up to four (4) title reports and identify any problematic encumbrances and/or title issues and propose potential solutions.
- Perform Feasibility and Evaluation: RES Group NW shall perform a feasibility evaluation of the bridge and trail alternatives developed during the TS&L phase with respect to ROW impacts.
- Determine Preliminary ROW Costs: RES Group NW shall prepare preliminary cost estimates for any permanent easements, ROW acquisition and temporary construction easements for each trail and bridge alternative considered in the TS&L phase and for the 30% design. The preliminary ROW costs will be incorporated into the bridge TS&L Report and the 30% Design cost estimate.
- Determine ROW Impacts: RES Group NW shall develop a list of pros and cons for the ROW/property impacts for each trail alternative. These will be incorporated into the TS&L Report.
- Determine WSDOT airspace lease/easement requirements and estimated costs required for the pedestrian bridge crossing of I-5.
- Determine Sound Transit easement requirements and estimated costs for eastern bridge landing at Shoreline South/145th station.

Assumptions:

- Title reports for affected properties will be obtained by the City

Deliverables:

- Draft Technical Memo describing results of work/task described above (3 hardcopies, electronic copy)
- Final Technical Memo describing results of work/task described above (3 hardcopies, electronic copy)

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TASK 8.0 – ENVIRONMENTAL SERVICES

Landau Associates understands the City will be pursuing federal funding assistance for the project, likely from the Federal Highway Administration (FHWA) administered through the Washington State Department of Transportation (WSDOT).

This task covers consulting services to coordinate with regulatory agencies and to provide required permit applications and associated environmental documentation to obtain agency approvals for the proposed project.

Task No. 8.01 – Team, Agency, and Pre-Application Meetings

Landau Associates will assist in scheduling and participating in pre-application meeting, as needed, with the City and WSDOT Local Programs to coordinate permit conditions for the project.

This task includes participation in at least two scoping meetings with WSDOT Local Programs/FHWA and/or other potential state/federal funding agencies to coordinate environmental documentation requirements associated with project federal funding.

Assumptions:

- Four (4) agency meetings are included in this task. KPFF Project Manager will attend all meetings.
- All time budgeted for meetings and workshops include travel time and the deliverables mentioned in this task.
- Meetings will occur at City of Shoreline offices
- No additional studies will be required as part of the response to agency comments.

Deliverables:

- Meeting summaries will be provided in e-mail correspondence.
- Response to agency comments will be provided in e-mail correspondence

Task No. 8.02 – State Environmental Policy Act (SEPA) Checklist

Landau Associates will prepare the expanded SEPA Checklist for the project in conformance with WAC 197-11-960 and City standards. The expanded SEPA Checklist (Checklist) will briefly describe the project and address the project's effects on elements of the environment, as outlined in the Checklist. To prepare the Checklist, Landau Associates will use project design information and other available studies prepared for the project, such as the documentation prepared for the additional tasks/subtasks included in this proposal.

As necessary to complete the expanded SEPA Checklist, Landau Associates will review Sound Transit Lynnwood Link Extension (LLE) documents and City documents such as the comprehensive plan, zoning code, and other

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development regulations. This task includes Landau Associates staff efforts for preparation and participation in a public hearing should one be necessary.

Assumptions:

- Additional studies for impacts associated with traffic, air, noise, or housing are not included in this subtask.
- Figures to be included with the checklist will be limited to those prepared under other tasks in this scope of work.
- The project will not require preparation of a SEPA Environmental Impact Statement. Either a Determination of Non-Significance (DNS) or a mitigated DNS will be issued for the project.
- City of Shoreline staff will prepare and publish the DNS (or mitigated DNS).
- Information to prepare the SEPA Checklist will be gathered from interviews with agency/utility provider representatives, readily available public documents and documentation prepared for the additional tasks/subtasks included in this proposal; no additional field work or other primary investigations will be required.
- Landau Associates will provide a draft copy of the SEPA Checklist to the City and KPFF for review. KPFF will provide one set of consolidated comments to Landau Associates, and Landau Associates will prepare a final SEPA Checklist for publication by the City based on those comments. Should additional rounds of review and comment be requested by KPFF and/or City, a scope and budget amendment will be required.
- This proposal does not include time for Landau Associates to respond to any public or resource agency comments on the SEPA Checklist after the Checklist has been published for public comment. Should KPFF and/or the City request Landau Associates' involvement in responses or revisions to the SEPA Checklist based on public or agency comments, a scope and budget amendment will be required.

Deliverables:

- An electronic (MS Word) copy of the draft SEPA checklist.
- An electronic (Adobe PDF) and one paper copy of the final SEPA Checklist.

Task No. 8.03 - WSDOT Local Program National Environmental Policy Act Categorical Exclusion Form

Landau Associates will prepare a preliminary version of the WSDOT Local Programs National Environmental Policy Act (NEPA) Categorical Exclusion (CE) Form (formerly the Local Agency Environmental Classification Summary [ECS]). The purpose of the preliminary NEPA CE form is to facilitate discussion with WSDOT Local Programs to determine subsequent NEPA compliance needs.

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To complete the preliminary version of the CE form, we will compile and review environmental information from readily available public domain resources to gain a general understanding of relevant environmental resources along the project corridor.

Task 8.01 includes participation in scoping meetings with WSDOT Local Programs/FHWA regarding documentation requirements associated with federal funding. At a minimum, this scope of services assumes that the NEPA CE form will include a Hazardous Materials Linear Corridor Screening assessment (see Task 8.04), effect determination for species listed under the Endangered Species Act (ESA) and Essential Fish Habitat (EFH) evaluation (see Task 8.05), a determination of project impacts on cultural resources (see Task 8.06), Environmental Justice (Task 8.07), documentation of a wetland/waterway delineation and mitigation sequencing (see Task 8.08), and Section 4(f) Task 8.09). The NEPA CE form will also require a discussion of stormwater treatment and detention, which will be based on design and information provided by KPFF.

Assumptions:

- The proposed project will receive funding from FHWA administered through WSDOT Highways and Local Programs.
- The proposed project will be determined to be a Class II Documented Categorical Exclusion (DCE) and neither a NEPA Environmental Impact Statement nor an Environmental Assessment will be required.
- Air quality, noise, Section 6(f), sole source aquifer, and floodplain, analyses will be documented in the ECS. Individual discipline reports and modeling/impact evaluation efforts will not be required for these elements of the environment.
- Wetlands/waterways impacts will be avoided.

Deliverables:

- An electronic (Adobe PDF or MSWord) copy of the draft NEPA CE form.
- An electronic (Adobe PDF and MSWord) copy of the NEPA CE form.

Task No. 8.04 – Hazardous Materials Linear Corridor Screening

Landau Associates will conduct a screening-level assessment of sites along the project corridor for the potential presence of contamination. The screening-level assessment for the project corridor will include the following components:

- Reviewing available aerial photographs to assess past uses of the project corridor and adjacent properties from the present back to their first developed use, or back to 1940, whichever is earlier.
- Reviewing listings from a subcontracted database service (Environmental Data Resources Inc.) of confirmed and suspected contaminated sites within a 1-mile radius of the project corridor abstracted from US Environmental Protection Agency, tribal, and Ecology environmental databases.

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- Reviewing reports documenting previous environmental investigations completed at sites along the project corridor (if available from the City, Sound Transit, and/or WSDOT).
- Conducting a site reconnaissance of the project corridor to visually and physically observe current land use activities and environmental conditions.
- Based on a preliminary search of nearby cleanup sites using Ecology’s “What’s in my Neighborhood” application, there are no active cleanup sites within 1/4-mile of the project alignment. It is therefore unlikely that Landau Associates will need to visit Ecology’s Northwestern Regional office in Bellevue, Washington to review documents available from the agency files for sites of potential hazardous and problem waste concerns
- The data collected will be summarized in a technical memorandum.

Assumptions:

- A Hazardous Materials Discipline Report to address Hazardous and Problem Waste may be required by WSDOT based on its review of the preliminary NEPA CE form. Preparation of a Hazardous Materials Discipline Report is not included in this scope of services. The level of detail and report format for a Hazardous Materials Discipline Report is dependent on the project activities, and type and number of potential hazardous material impacts identified. A scope and cost estimate to complete a Hazardous Materials Discipline Report, if required by WSDOT, will be provided following receipt of review comments from WSDOT regarding the preliminary NEPA CE form.
- The hazardous materials corridor screening technical memorandum will not meet the requirements of a Phase I Environmental Site Assessment under ASTM E1527-13.
- Building interiors will not be accessed as part of the site reconnaissance.
- Conditions at immediately adjoining properties may not be observable from accessible from public access areas and, as a result, may not be identified during the site reconnaissance.

Deliverables:

- An electronic copy of the draft Screening-Level Hazardous Materials Linear Corridor technical memorandum in MS Word format.
- An electronic copy of the final Screening-Level Hazardous Materials Linear Corridor technical memorandum in Adobe PDF format.

*Task No. 8.05 – Biological Assessment (BA) Section 7 Endangered Species Act (ESA);
Magnuson-Stevens Act Essential Fish Habitat (EFH) Evaluation*

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Landau Associates will prepare a No Effect Determination for selected species federally listed as threatened or endangered in the action area under the ESA and EFH Evaluation for the proposed project. Landau Associates will obtain updated species lists from agency websites, request site-specific species and habitat information from the WDFW priority habitats and species database, and review information from the Washington Natural Heritage Program.

Evaluation of specific project details, such as construction techniques and equipment used, timing of construction, and best management practices (BMPs) will be based on information provided by KPFF.

The report will establish the project action area, which incorporates the furthest extent of both aquatic and terrestrial impacts. Appropriate environmental baseline information and species history will be summarized in the No Effect Determination. A determination of “no effect” (NE) is anticipated. The project is not expected to impact EFH.

Landau Associates will prepare a draft No Effect Determination and EFH for review and comment by KPFF and the City, and then a final document.

Assumptions:

- 30% level of design will be sufficient for preparation of the No Effect Determination and EFH Evaluation report.
- The project will have a NE determination on listed species or their designated critical habitat and a formal Biological Opinion will not be required. The project will have no adverse impact to EFH.
- In-water construction will not be required as part of the proposed project.
- This task does not include meetings with agency staff from the U.S. Fish and Wildlife Service (USFWS) or National Oceanic and Atmospheric Administration (NOAA) Fisheries.
- Design and construction details required for permit applications that are not directly related to a critical areas determination will be provided to the Landau Associates biologist. Such elements include, but are not limited to, stormwater drainage report; temporary sediment and erosion control plan; proposed construction timing, sequencing and duration; and primary types of construction equipment to be used.
- This task does not include efforts to perform a 6-month update review of species listings.
- The scope of work does not include monitoring of any federally listed or state listed species during construction activities. Should any monitoring of these species be required, an addendum to this scope and budget can be prepared.

Deliverables:

- An electronic (Adobe PDF) copy of the draft No Effect Determination and EFH Evaluation report.

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- An electronic (Adobe PDF) and three paper copies of the final No Effect Determination and EFH Evaluation report.

Task No. 8.06 – Cultural Resources Investigation

Landau Associates will obtain the services of Equinox Research and Consulting International Inc. (ERCI) to support the City in determining cultural resources in the project area in compliance with Section 106 of the Historic Preservation Act and the Governor’s Executive Order 05-05.

ERCI will perform the following activities:

- Assist the client in developing an Area of Potential Effects (APE).
- Prepare for and participate in project-related meetings as requested.
- Carry out background research on the project and study area including reviewing the research previously carried out by Landau Associates.
- Design and implement archaeological field testing for prehistoric and historic-period sites – Landau Associates estimate 40 or fewer shovel tests will be required to test the areas of the project that are not covered with asphalt or otherwise inaccessible.
- Fill out archaeological site/isolate inventory forms for all sites encountered during testing.
- Determine eligibility (National Register of Historic Places) on all sites encountered during testing.
- Analyze survey results and prepare recommendations in a report in compliance with tribal, federal, or/and state regulations.

Landau Associates will assist ERCI in identifying the Area of Potential Effects, provide coordination of field services, and provide report review for consistency with other project documents.

Assumptions:

- Human remains will not be found during field testing.
- A Memorandum of Agreement (federal process for disturbing an archaeological site) or State Permit Application for site disturbance is not included in this scope.
- Preparation of Historic Property Inventory Forms is not included in this scope.

Deliverables:

- Draft and final Cultural Resources Assessment report.

Task No. 8.07 – Environmental Justice

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Landau Associates shall prepare the WSDOT Environmental Justice – Decision Matrix to assist the project team in determining whether minority or low-income groups or individuals should be targeted during the project’s public involvement process. Based on available existing demographic information, we will inventory the population potentially impacted by the project to determine the extent of populations that conform to U.S. Department of Transportation (USDOT) definitions for “minority” and “low-income.” We will examine US Census block information for the project area and local school district attendance records, and we will compare demographic information of the people within the study area to the larger City/County populations to evaluate whether any minority or low-income populations reside within the project limits that exceed the characteristics of the City or the County as a whole.

Landau Associates shall also prepare a WSDOT Environmental Justice “letter to file” for the proposed project. The “letter to file” will be prepared consistent with Section 458 of the WSDOT Environmental Procedures Manual. This work will include the following:

- A summary of the City’s process for compliance with Title VI of the Civil Rights Act, public involvement that has occurred for the project and documentation of any issues related to minority and low-income populations that have arisen through the project’s public involvement process.
- A summary of the demographic information.
- Evaluation of any disproportionately high and adverse effects on minority or low-income populations as defined by the USDOT, which will include but not be limited to impacts associated with transportation, housing, community cohesion, and health and social services.
- A description of any measures that shall be taken to address disproportionately high and adverse effects on minority or low-income populations.

Landau Associates will prepare a draft Environmental Justice letter to file for review and comment by KPFF and the City, and then a final document.

Assumptions:

- The City will provide sufficient information on the project's public involvement for Landau Associates to summarize in the report.
- Landau Associates shall not conduct door-to-door surveys of impacted dwellings or businesses.

Deliverables:

- Decision matrix, and draft and final Environmental Justice letter to file.

Task No. 8.08 – Wetland/ Waterway Delineation and Critical Areas Report

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Landau Associates will conduct wetland delineations in accordance with the 2010 USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region. The ordinary high water mark (OHWM) of waterways, will be delineated using guidance provided in Ecology's Determining The Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State.

Landau Associates will compile and review environmental information from readily available public domain resources to gain a general understanding of potential wetland issues at the site. Public domain resources include, but are not limited to:

- Natural Resources Conservation Service Soil Survey data
- National Wetlands Inventory mapping
- Local Critical Areas mapping
- U.S. Geological Survey topographic mapping
- Recent aerial photography

The field investigation will include an examination of vegetation, soils, and hydrology within the project area. Flagging will be placed along the wetland/waterway boundaries and will be confined to the project area. Any wetland/waterway habitat that extends beyond the project area, and within 300 ft referred to as the study area, will be estimated both visually and using public domain resources to assess extent. Included in this task is time to provide the project surveyors with a hand-sketch of wetland/waterway boundaries to assist the surveyors to locate project flagging. We also included time to review the survey map and request any necessary changes to accurately represent existing wetland/waterway conditions.

If necessary, wetlands within the study area will be rated in accordance with Ecology's Washington State Wetland Rating System for Western Washington, and buffer widths will be determined in compliance with the City of Shoreline Critical Areas Regulations. Stream typing and buffer widths will be based on Chapter 20.80.280 of the City of Shoreline Municipal Code, and the water typing system presented in Chapter 222-15-131 of the Washington Administrative Code (WAC).

Landau Associates will prepare a draft Wetland and Waterway Critical Areas Report in a format acceptable to the City and other regulating agencies that will include:

- A summary of the methodology used
- The size and rating of each wetland and waterway; a characterization of wetland vegetation, soils, and hydrology; and field data sheets
- A scaled site map showing the locations of wetland/waterway boundaries and buffers, locations of wetland data plots, and site topography
- Summary of mitigation sequencing.

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- Supporting photographs

The draft report will be provided to KPFF and the City for review. Comments will be reviewed and incorporated into a Final Wetland and Waterway Delineation Report. The delineation report will be used in pre-application meetings for the purposes of discussing potential project impacts and determination of agency jurisdiction.

Assumptions:

- Flagging will be placed only within the project area boundaries where accessible. The ordinary high water line of Thornton Creek is not readily accessible and will be estimated based on best available data.
- A piped segment of Thornton Creek crosses the project limits, but the waterway or associated buffer will not require compensatory mitigation.
- This task includes rating for one wetland.
- KPFF will supply survey information in AutoCAD format to Landau Associates pertaining to the delineation and project plans.
- Impacts to wetlands and below the OHWM of waterways and associated buffers will be avoided.

Deliverables:

- An electronic (Adobe PDF) of the draft Critical Areas Report for Wetlands and Waterways.
- An electronic (Adobe PDF) of the Final Critical Areas Report for Wetlands and Waterways.

Task No. 8.09 – Section 4(f) Documentation

If requested, Landau Associates will prepare the WSDOT Section 4(f) De Minimis Impact Determination form. The form will provide summary of:

- Project description
- Description of Section 4f resource (i.e. park and/or historic sites) affected by the project and proposed impacts (including figure).
- Summary of public outreach efforts.

Landau Associates will prepare a draft form for review and comment by KPFF and the City, and then a final document.

Assumptions:

- Impacts to the Trail Along the Rail that may be associated with the project will meet the requirements of a Section 4(f) de minimis impact.
- Concurrence letter from the agency with jurisdiction over the Section 4f resource will be provided to Landau Associates by the City.

Deliverables:

- Draft and final Section 4f de minimis Impact Determination form.

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TASK 9.0 – PROJECT DESIGN WORKSHOPS

KPFF, KPG, LMN and Stepherson will prepare for and participate alongside the City in design workshops. The purpose of these workshops will be to work together to develop trail, bridge and landing alternatives in support of the TS&L memorandum. Six (6) design workshops are planned with an optional seventh workshop.

A. Workshop No. 1 – Internal Team Brainstorming

- Participants: KPFF, KPG and LMN

B. Workshop No. 2 – Internal Team Brainstorming

- Participants: KPFF, KPG and LMN
- Materials: Conceptual Sketches (LMN & KPG)

C. Workshop No. 3 – Kickoff Workshop with City

- Participants: City, KPFF, KPG and LMN
- Materials: Conceptual Sketches (LMN & KPG)

D. Workshop No. 4 – Alternative Refinement

- Participants: City, KPFF, KPG and LMN
- Materials: Conceptual 3D models for up to four (4) alternatives (LMN), conceptual sketches (LMN & KPG)

E. Workshop No. 5 – TS&L Alternatives Selection & Public Outreach

- Participants: City, KPFF, KPG, LMN and Stepherson
- Materials: Conceptual 3D models for up to three (3) alternatives (LMN), conceptual sketches (LMN & KPG)

F. Workshop No. 6 – Preferred Alternative Selection

- Participants: City, KPFF, KPG, LMN
- Materials: Conceptual 3D models for the preferred alternative (LMN), conceptual sketches (LMN & KPG)

G. Workshop No. 7 – Optional Agency Coordination/Public Outreach

The City reserves the right to supplement this scope of work to conduct an additional workshop that may include the Mayor, City Council or other stakeholders. This work will be scoped and additional fee estimated at the request of the City at a later date (if necessary).

Assumptions:

- Design workshops are assumed to last up to four (4) hours.

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- The internal brainstorming session workshops will be held at KPFF offices. All other workshops will be held at the City offices.
- The City will coordinate and invite appropriate City staff and other stakeholders needed to attend the workshops.
- KPFF Project Manager, Lead Civil, Lead Structural, Lead Urban Design and Lead Bridge Architect will attend all workshops. Lead Public Outreach will attend one (1) workshop. Other design team staff will attend as needed.

Deliverables:

- Conceptual drawings (plans and sections), 3D conceptual models
- Agenda, meeting notes and action items from workshops (KPFF)

TASK 10.0 – BRIDGE & TRAIL TYPE, SIZE AND LOCATION (TS&L) MEMORANDUM

The following tasks are anticipated for the Bridge and Trail TS&L memorandum:

Task No. 10.01 – Civil Engineering

KPFF shall perform the civil engineering work in support of the TS&L Memo.

The Civil portion of the TS&L report shall document the alternative and preferred concept alignments and shall include the following:

- Review topographic survey and geotechnical report for completeness.
- General plans and profiles, including site/street work associated with the trail and bridge, church properties, 1st Ave NE and the connection to the Shoreline South/145th St station.
- Support development of kiss-and-ride design concepts at 1st Ave NE.
- Concept utility relocations, as necessary.
- Surface water runoff collection and dispersion concepts.
- Identify affected property ownership.
- Identify wall locations and develop wall profiles.
- Preliminary construction quantities for civil items.

The above civil tasks will be developed at a concept level for the TS&L phase in support of the preferred alternative selection.

Assumptions:

- Up to four (4) trail and bridge landing alternatives will be evaluated

Deliverables:

- General plan and profile for each trail alternative (three combined plan/profile sheets to cover project footprint)

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- Preliminary civil construction quantities for each alternative considered

Task No. 10.02 – Structural Engineering

KPFF shall perform the structural engineering work in support of the TS&L memo.

Bridge alternatives shall be developed for trail and landings alternatives. The member types and sizes shall be determined for discussion in the workshops and inclusion in the TS&L report. Conceptual level structural analysis shall establish the member types and depth, railing types, bridge foundation types, wall types and other miscellaneous structures required. Program costs including administration, and design costs shall be estimated for the proposed structures.

Assumptions:

- Up to three (3) bridge structure types will be evaluated. This includes all walls and approach structures that may be required.

Deliverables:

- General bridge plan, profile and typical section for each bridge alternative considered
- Preliminary structural construction quantities for each bridge alternative considered

Task No. 10.03 – Urban/Trail Design and Bridge Architecture

KPG shall perform trail design work in support of the TS&L memo.

LMN shall perform bridge architecture design work in support of the TS&L memo.

KPG shall develop urban/trail concepts for the east and west bridge landing and connections, trail alignments, kiss-and-ride area, and east plaza area. This work includes the following tasks:

- Development of Bridge landing alternatives at east and west side of I-5.
- Trail connection alternatives to 1st Ave
- Development of kiss-and-ride design concepts at 1st Ave NE
- Develop presentation quality graphics for use in reports and open house materials
- Address adjacent mitigation issues (e.g. fencing) along private property
- Development of East Plaza area, connecting proposed TOD woonerf area and light rail entry plaza

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LMN shall develop architecture concepts for the bridge and landings which includes the following tasks:

- Bridge architectural concept design development alternatives in coordination with structural design
- One (1) physical study level model, scale to be determined
- 3D concept models for bridge alternatives

Assumptions:

- A preferred alignment has been determined from previous phases of the project and is the basis of the TS&L memorandum.
- Up to four (4) landing and trail alternatives will be evaluated.
- Up to three (3) bridge types will be evaluated.
- Trail design shall be per applicable AASHTO and NACTO guidelines and standards
- 3D conceptual modeling will be used to study bridge design alternatives. These models will be of massing quality and not rendered. The software format to be used will be at the discretion of LMN (Revit or Rhino).
- No architectural drawings will be produced, with the exception of the 3D views listed below.
- A physical model base will be produced at an appropriate scale for use in studying bridge alignment and structural options. Alternatives produced, including the Preferred Alternative, will be of “study model” quality.
- Topographical info will be provided to LMN to produce the digital model and the physical study model base.

Deliverables:

- Concept level urban design plans for trail alignment, bridge landing, kiss-and ride-area and connecting east plaza (KPG)
- Urban design presentation graphics, including sections, elevations and perspectives (watercolor renderings, Photosims, Sketchup models as appropriate) for trail connections, trail, bridge landings and plaza (KPG)
- Presentation quality graphics of preferred alternative for use in reports and open house materials (KPG)
- (6) Presentation-quality graphics of preferred alternative for use in reports and open house materials (LMN):
 - Overall aerial view
 - View from west approach
 - View from east approach
 - View from I-5 northbound
 - View from I-5 southbound
 - View on bridge looking east
- One (1) physical study level model of the preferred alternative, scale to be determined (LMN)
- 3D concept models for bridge alternatives (LMN)

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Task No. 10.04 – Landscape Architecture

KPG shall provide Landscape Architecture services in support of the TS&L memo.

Anticipated tasks include the following:

- Tree locations and conceptual landscape areas
- Develop plant and tree palette with photo examples
- Determine code and jurisdictional research for landscape and tree requirements
- Determine extents of property restoration

Assumptions:

- Conceptual design will review and consider current information and plans for the proposed light rail facility

Deliverables:

- Concept level landscaping plans for inclusion in the TS&L memorandum

Task No. 10.05 – Illumination and Electrical Design

KPG shall perform the illumination and electrical design services in support of the TS&L memo.

Anticipated tasks include the following:

- Develop conceptual sections and elevations for TS&L phase, including recommended lighting fixtures for trail, bridge approaches and bridge.

Assumptions:

- Conceptual Illumination Design will reflect bridge and trail alternatives.

Deliverables

- Conceptual elevations and cross sections of luminaire poles and luminaires
- Conceptual level illumination design of aesthetic fixtures for bridge and trail lighting for the TS&L memorandum

Task No. 10.06 – Constructability Review & Cost Estimating

Ott-Sakai will provide constructability review and cost estimating services in support of the TS&L memo. Anticipated tasks include:

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- Prepare for and attend brainstorming sessions with KPFF to discuss feasible bridge construction techniques in relation to construction over I-5 and immediately adjacent to Sound Transit’s Shoreline South/145th st light rail station
- Prepare concept level cost estimates and constructability narrative for each bridge and trail alternative considered for the Bridge TS&L report. This information will be included in the bridge alternatives analysis.

Assumptions:

- There will be two (2) brainstorming sessions with each lasting approximately two (2) hours.
- Concept level bridge design and trail alignments will be provided two (2) weeks prior to the delivery date of the Draft TS&L memo for cost estimating and constructability review.
- Quantities to be provided by the design team.

Deliverables:

- Concept level cost estimates and constructability narrative for up to four (4) bridge and trail alignments for inclusion in the TS&L memo
- Concept level construction schedules for up to four (4) bridge and trail alignments for inclusion in the TS&L report

Task 10.07 – Bridge and Trail Type, Size and Location (TS&L) Memo

The TS&L memo shall describe the project, the proposed structure, and give reasons why the bridge and trail type, size, and location were selected. KPFF shall produce the report based on input received from Subconsultants. The design of the trail, landings and bridge will be advanced to the following levels:

Environmental Review, Permitting & Documentation

- Agency coordination conducted
- Conceptual utility relocations identified
- Permits needed verified and submittal applications begun

Trail Geometry

- Typical trail section
- Deviations (if needed) identified and approved
- Horizontal and vertical constraints defined

Storm Water

- Preliminary storm water management options identified
- Conceptual drainage facilities identified

Trail & Bridge Illumination

- Design standards identified
- Preliminary illumination options identified

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Right-of-Way

- Preliminary right-of-way needs identified
- Title reports ordered

Landscaping

- Preliminary plant palette defined
- Conceptual planting plans

Structures

- Preliminary bridge plan and elevation
- Preliminary feasible construction method identified
- Foundation layout complete
- Typical structure sections complete
- Bridge drainage requirements determined
- Number and type of utilities to be located on the bridge identified

Public Outreach and Stakeholder Engagement:

- Open House for TS&L Alternatives completed
- Initial Stakeholder engagement completed

Utilities

- Preliminary utility conflicts identified
- Relocation alternatives and schedule constraints from utilities
- Franchise and permit process initiated
- Utility property rights identified

The above information will be distilled into a technical memorandum which will follow the general format listed below:

- Executive Summary
- Project Description
- Design Criteria
- Conceptual Studies
 - Aesthetics
 - Site constraints
 - Regulatory constraints
 - Construction requirements
 - Urban design
 - Structure types
 - Approach styles
 - Maintenance
- Project alternatives considered
- Alternatives Evaluation
- Cost estimates (PE, ROW, Inspection, Construction)
- Preferred Alternative Recommendation
- Appendices
 - Photographs

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- Conceptual plans
- Workshop Meeting Minutes
- Technical Memorandums & Reports

Assumptions:

- The City will distribute the Draft TS&L report for review and comment by City staff and stakeholders.
- All comments received on the Draft TS&L report will be compiled into one document prior to sending to KPFF and the Subconsultants for review and response.

Deliverables:

- Draft TS&L Memo (3 hardcopies, electronic copy)
- Comment responses to Draft TS&L Memo (electronic copy)
- Final TS&L Memo (3 hardcopies, electronic copy)

TASK 11.0 – BRIDGE & TRAIL 30% DESIGN

Following the selection of the preferred alternative from the TS&L phase, KPFF and the Subconsultants will perform the work necessary to complete the 30% design.

KPFF will compile and submit to the City all deliverables described below in one complete package.

The following tasks are anticipated for the 30% design:

Task No. 11.01 – Civil Engineering

KPFF shall perform the civil engineering work in support of the 30% design submittal.

The preferred alternative will be advanced to the 30% design level which includes the following civil design drawings:

- Cover Sheet
- Trail Plan, Profile, Paving, Grading (3 combined plan/profile sheets to cover project footprint)
- Typical Sections (1 sheet)
- Utilities and Storm Water plans (3 sheets)

KPFF shall prepare a Stormwater Technical Memorandum. The memorandum shall include the preliminary design and engineering calculations of stormwater flow control and water quality facilities for the project. The document will serve as the basis for completing a full Drainage Report during final design. The Memorandum will be complete to the level it satisfies the requirements for NEPA Water Quality Documentation.

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KPFF shall create a spreadsheet of potential utility conflicts and recommendations for resolving each utility conflict. KPFF shall work with the City to arrange a utility coordination meeting with all affected utilities to discuss utility conflicts and resolution.

KPFF shall provide 30% civil quantities and identify ROW needs necessary for cost estimating.

Assumptions:

- Stormwater will be managed in accordance with the City of Shoreline Engineering Design Manual 2019 and WSDOT Highway Runoff Manual.
- Stormwater water quality and flow control BMPs will be conceptually designed.

Deliverables:

- 30% design Civil Plans (1 hardcopies, electronic copy)
- Stormwater Technical Memorandum (3 hardcopies, electronic copy)
- Utility conflict matrix (electronic copy)

Task No. 11.02 – Structural Engineering

KPFF shall perform the structural engineering work in support of the 30% design submittal.

The preferred alternative will be advanced to the 30% design level which includes the following structural design drawings:

- General Structural Notes
- Bridge Plan & Elevation
- Bridge Foundation Plan
- Foundation Details (2 sheets)
- Bridge Typical Sections (2 sheets)
- Bridge Construction Sequence (2 sheets)
- Wall Plan & Profiles (2 sheets)
- Wall Details

KPFF shall provide 30% structural quantities necessary for cost estimating.

Deliverables:

- 30% design Structural Plans (1 hardcopies, electronic copy)

Task No. 11.03 – Urban/Trail Design and Bridge Architecture

KPG shall perform Urban/Trail Design work in support of the 30% design submittal.

Exhibit A – Scope of Work
City of Shoreline, N 148th Non-Motorized Bridge Project
 Page 37

The preferred alternative will be advanced to the 30% design level which includes the following urban/trail design drawings:

- Kiss and Ride Layout and 1st Avenue NE Trail Connection Plan
- Trail Layout Plan
- West and East Bridge Landing Plan
- East Plaza Plan
- Typical Trail Sections

KPG shall provide 30% urban/trail design quantities necessary for cost estimating. Cost estimating is excluded from KPG scope.

LMN shall perform bridge architecture work in support of the 30% design submittal.

The preferred alternative will be advanced to the 30% design level which includes the following bridge architecture design drawings:

- 3D View Images of Bridge Design (massing study quality) (4 Sheets)

Assumptions:

- Architectural design drawings will consist of 3D images depicting multiple views
- No Urban Design custom details will be produced for the 30% Design
- The physical study model will be revised to reflect the 30% Design Phase, but not be included to presentation level of completion
- Cost estimating and quantity take-offs are excluded from LMN scope

Deliverables:

- 30% Urban/Trail design drawings (1 hardcopies, electronic copy)
- Updated Physical Model
- 30% Architectural design drawings (1 hardcopies, electronic copy)

Task No. 11.04 – Landscape Architecture

KPG shall perform the Landscape Architecture and Irrigation Design work in support of the 30% design submittal.

The preferred alternative will be advanced to the 30% design level which includes the following landscape design drawings:

- Landscape Plans
- Landscape Schedule and Standard Details

KPG shall provide 30% landscape architecture design quantities necessary for cost estimating Landscape/Planting/Irrigation design. Cost estimating is excluded from KPG scope.

Exhibit A – Scope of Work
City of Shoreline, N 148th Non-Motorized Bridge Project
 Page 38

Deliverables:

- 30% Landscape Plans (1 hardcopies, electronic copy)

Task No. 11.05 – Illumination and Electrical Design

KPG shall perform the Illumination and Electrical Design work in support of the 30% design submittal.

The preferred alternative will be advanced to the 30% design level which includes the following:

- Evaluation of lighting performance throughout the project using the AGI illumination model.
- Illumination Plans for Trail Design, Bridge Landings and connecting Plaza areas
- Illumination pole and luminaire elevations and sections
- Coordination with local power company for proposed electrical power connection services

KPG shall provide 30% illumination design quantities and/or illumination element cut sheets necessary for cost estimating.

Assumptions:

- No electrical wiring design will be included in the 30% Design
- No illumination details will be included in the 30% Design.

Deliverables:

- Illumination Design Report (3 hardcopies, electronic copy)
- 30% Illumination Plans (1 hardcopies, electronic copy)

Task No. 11.06 – Constructability Review & Cost Estimating

Ott-Sakai will provide constructability review and cost estimating services in support of the 30% design submittal. Tasks include:

- Perform a constructability review of 30% design documents for general constructability of design concepts.
- Prepare a construction cost estimate for the 30% Design for each discipline. Where practical, the bid items shall be standard bid items described in the standard specifications and listed in the standard bid item list.
- Prepare a construction schedule showing estimated sequencing and durations of primary construction activities required to complete construction of the project based on the 30% Design plans.

Exhibit A – Scope of Work
City of Shoreline, N 148th Non-Motorized Bridge Project
 Page 39

Assumptions:

- Draft 30% design plans will be provided two (2) weeks prior to the delivery of the 30% design plans for cost estimating and constructability review.
- Quantities to be provided by the design team.

Deliverables:

- Constructability Review comments on 30% plan set (electronic copy)
- Itemized construction cost estimate for 30% Design (electronic copy)
- Construction Schedule (Microsoft Project Format)

Task No. 11.07 – 30% Deliverables Preparation & Submittal

KPFF will assemble all plan sheets and deliverables listed under Task 11 and compile them into a single deliverable for submittal to the City.

Deliverables:

- Compiled 30% deliverables (Plans, cost estimate, reports, memos, etc) (1 hardcopy, electronic copy)

TASK 12.0 – PROJECT FUNDING SUPPORT

Following the completion of the 30% design phase, KPFF will provide project funding support services. Tasks include:

- Research potential design and construction funding sources
- Identify all requirements and application information required for each funding source
- Confirm application timelines
- Conduct periodic check-ins with City staff, key stakeholders and other funding experts to determine if new funding sources have come into existence
- Provide application narrative writing assistance

The results of this work will be summarized in a Funding Opportunity Matrix. This matrix will summarize the aforementioned items in a clear and concise manner.

Assumptions:

- The City will prepare and file all funding applications. KPFF will support this effort as described above.
- 24 hours of funding support services (e.g. application narrative writing, application support materials, etc) are assumed for this task.

Exhibit A – Scope of Work
City of Shoreline, N 148th Non-Motorized Bridge Project
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Deliverables:

- Funding Opportunity Matrix (electronic copy)

DRAFT

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Agreement with LKP, Inc., dba Innovative Vacuum Systems, for \$300,000 and the Option for an Additional \$150,000 for 2021 to Provide Professional Services of Closed Circuit Television (CCTV) Inspections of City-owned and Operated Stormwater Drainage Pipes
DEPARTMENT:	Public Works
PRESENTED BY:	Lance Newkirk, Public Works Operations Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In 2012, the City of Shoreline started performing Closed Circuit Television (CCTV) inspection and condition assessment of the stormwater pipe drainage system in coordination with basin planning efforts. Although the City’s final basin plan was completed in 2016, more than half of the City’s stormwater pipes remain uninspected. The 2018 Surface Water Master Plan designated the Condition Assessment Program as an operational program to continue CCTV inspection and assessment of the City’s stormwater pipes. The program will help the Surface Water Utility meet the recommended 20-year inspection frequency cycle and inspect pipes that have yet to be completed.

To help perform this work, in April of this year, the City solicited vendors to provide proposals for stormwater pipe CCTV inspections. One submittal was received from LKP, Inc., dba Innovative Vacuum Services (Innovac). Staff reviewed Innovac’s submittal and along with an in-person interview, determined they met the requirements of the request for proposal. Tonight, Council is scheduled to authorize the City Manager to execute an agreement with Innovac for \$300,000, with the option for an additional \$150,000 for 2021, to provide the stormwater pipe CCTV inspections.

RESOURCE/FINANCIAL IMPACT

Funding for this program will come from the Surface Water Utility’s Operations budget. The total annual budget for the program is currently \$150,000. The Utility plans to use \$150,000 annually over the 2019-2020 budget cycle with an option to continue the contract for an additional year in 2021.

The cost of this contract will be paid based on the following schedule:

EXPENDITURES	2019	2020	2021*	Total
Contract	\$150,000	\$150,000	\$150,000	\$450,000
Total Project Cost	\$150,000	\$150,000	\$150,000	\$450,000
REVENUE	2019	2020	2021*	Total
Surface Water Operations Funds	\$150,000	\$150,000	\$150,000**	\$450,000
Funding Total	\$150,000	\$150,000	\$150,000**	\$450,000

*Optional
**Projected

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an agreement with LKP, Inc., dba Innovative Vacuum Systems, for \$300,000 and the option for an additional \$150,000 for 2021 to provide professional services of CCTV inspections of City-owned and operated stormwater drainage pipes.

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

BACKGROUND

The Surface Water Utility owns and maintains 134 miles of stormwater pipe throughout the City. As part of the Stormwater Master Plan Update in 2011, the City Council approved an asset management plan which included assessing the condition of stormwater pipes throughout the City. In 2012, the City of Shoreline started performing Closed Circuit Television (CCTV) inspections and condition assessments in coordination with drainage basin planning efforts. Funding was provided from the Utility's CIP budget. While the final basin plan was completed in 2016, more than half of the City's pipes have not been inspected. Of the remaining pipes to be inspected, approximately half are within the Thornton Creek drainage basin for which inspection and condition assessment were not performed during its basin planning in 2009. The other half remain where access, debris, and/or structural issues prevented the inspections from being completed.

The 2018 Surface Water Master Plan Update designated the Condition Assessment Program as an operational program to continue CCTV inspection and assessment of the City's stormwater pipes. In 2018, this program funded CCTV inspection and condition assessment in specific project areas of the Thornton Creek Drainage Basin.

In 2019 and subsequent years, the program will focus on stormwater pipes not yet inspected and continue to help the Utility meet the recommended 20-year inspection frequency cycle. The data received from the CCTV inspections will inform consultant and City staff condition assessment efforts which, subsequently, will address structural and maintenance issues within the drainage system.

DISCUSSION

In April of this year, the City solicited vendors to provide proposals for stormwater pipe CCTV inspections. One submittal was received from LKP, Inc. dba Innovative Vacuum Services (Innovac). Staff reviewed Innovac's submittal and along with an in-person interview, determined they met the requirements of the request for proposal. They have demonstrated appropriate levels of related project experience and the ability to meet the Utility's proposed schedule. The City has previously worked with Innovac on similar projects, and staff is confident that the City will continue to receive similar quality of service throughout this project.

The vendor's scope of work (Attachment A) consists of performing CCTV inspections and associated tasks to provide program deliverables.

COUNCIL GOAL(S) ADDRESSED

This project supports Council Goal #2 to improve Shoreline's infrastructure to continue the delivery of highly-valued public services. This project will meet this goal by assessing the stormwater pipe conveyance system, subsequently identifying structural and maintenance deficiencies, and informing programs for rehabilitation.

RESOURCE/FINANCIAL IMPACT

Funding for this program will come from the Surface Water Utility's Operations budget. The total annual budget for the program is currently \$150,000. The Utility plans to use \$150,000 annually over the 2019-2020 budget cycle with an option to continue the contract for an additional year in 2021.

The cost of this contract will be paid based on the following schedule:

EXPENDITURES	2019	2020	2021*	Total
<i>Contract</i>	<i>\$150,000</i>	<i>\$150,000</i>	<i>\$150,000</i>	<i>\$450,000</i>
Total Project Cost	\$150,000	\$150,000	\$150,000	\$450,000
REVENUE	2019	2020	2021*	Total
Surface Water Operations Funds	\$150,000	\$150,000	\$150,000**	\$450,000
Funding Total	\$150,000	\$150,000	\$150,000**	\$450,000

*Optional

**Projected

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an agreement with LKP, Inc., dba Innovative Vacuum Systems, for \$300,000 and the option for an additional \$150,000 for 2021 to provide professional services of CCTV inspections of City-owned and operated stormwater drainage pipes.

ATTACHMENTS

Attachment A: Contract Scope of Work for LKP, Inc. for Stormwater Pipe CCTV Inspections

Attachment A
Stormwater Pipe CCTV Inspection
Contract #9347
Scope of Work and Fee Schedule

CCTV Pipe Inspections

City operated stormwater drainage pipes will be assessed through a video (CCTV) inspection survey. This includes CCTV inspection of pipes or culverts eight inches in diameter and larger.

Innovac's tasks include:

1. Perform CCTV video inspections, according to National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) version 6.0.1 standards. Reference *Pipeline Assessment Certification Program Reference Manual 6.0.1 -November 2010* for guidelines and coding procedures.
2. Update Cityworks work orders electronically through the Cityworks AMS website.
3. Submit traffic control plans for inspections conducted in the Right-of-Way (ROW), where applicable.
4. Provide traffic control, according to *The Manual for Uniform Traffic Control Devices (MUTCD)* and/or *City of Shoreline Engineering Standard Plans for Traffic Control*, to maintain vehicle and pedestrian safety within the City Right-of Way (ROW).

Assumptions:

The City shall:

1. Provide access to the City of Shoreline's Cityworks AMS browser website and application (APP) to view and edit assigned work orders, and upload PACP reports.
2. Provide inspection work orders through the City's Cityworks AMS browser website or APP.
3. Provide access to the City of Shoreline's OneDrive server to allow the vendor to upload contract deliverables.
4. Provide acceptance of deliverables within 10 business days of being received by the vendor.
5. Make available, through Cityworks, maps of the stormwater drainage system, base layers, and other pertinent GIS layers necessary to complete the CCTV inspections.
6. Procure Right-of-Entry permission from private property owners, where necessary, to complete CCTV inspections.
7. Place "No Parking" signs in areas where vehicles continue to restrict access after the vendor has placed "No Parking" signs in advance of work.

The Vendor shall:

1. Perform CCTV inspections according to NASSCO PACP version 6.0.1 standards. Between 1,500 linear feet (LF) and 7,500 LF shall be completed on a weekly basis, with exception for inclement weather. The weekly linear footage may be adjusted by the City Project Manager during the term of the contract. Appendix A illustrates the PACP Header Form fields from the *Pipeline Assessment Certification Program Reference Manual 6.0.1 -November 2010* required by the City
 - a) PACP Header Form Fields 13-19 (Rim to invert/Grade to Invert/Rim to Grade measurements) shall have an accuracy of 1/10 of a foot and shall be in units of feet and provided to the nearest tenth.
2. Perform CCTV inspections using NASSCO PACP ver. 6.0.1 compliant software
3. Provide the completion date of the work, comments, custom field, and status updates on assigned work orders via Cityworks AMS browser website or APP. No paper or electronic maps will be provided to the

vendor, Cityworks AMS provides a map service for users showing assigned work orders and their locations. The vendor shall maintain live access to Cityworks AMS while performing field work associated with CCTV inspections.

4. The vendor is responsible for placing 'No Parking' signs in locations 72 hours in advance of work, where required. If vehicles continue to restrict access to the entry structure, the City shall place 'No Parking' signs in those locations.
5. Provide traffic control plans, where applicable, 10 business days in advance of scheduled work.
6. Provide all supervision, labor, equipment, materials, technical expertise, safety equipment, and service operation to complete the task.
7. Have proper identification with them at all times in the while on the work site. Should the inspection require the vendor to go onto private property, the vendor shall have a signed copy of a Right-of Entry permission letter on-hand and available. The vendor shall make an attempt to notify the residents at the time of entry onto private property.
8. Be responsible for retrieving their equipment should their equipment become immobilized in the City's drainage infrastructure. The City shall incur no costs associated with the retrieval of equipment.
9. Deliver weekly submittals from the City's "Notice to Proceed (NTP)" date until all work orders, assigned annually, are completed. A minimum of 1,500 LF up to maximum of 7,500 LF of inspection data shall be submitted on a weekly basis, with exceptions for inclement weather.
10. Responsible for compliance with all relevant federal, state, and local regulations and practices, including WA State Industrial Regulations, OSHA, WISHA, L&I worker safety, and confined space entry.
11. Complete all work orders, assigned annually, within 150 calendar days from the City's NTP

Innovac Deliverables:

1. A video MPEG4 file, compatible with Windows Media Player version 12 or greater, for each work order completed from the previous week's inspections, submitted by the close of business on Thursdays.
2. A PACP version 6.0.1 report in PDF format uploaded to the Cityworks AMS work order for the associated pipe asset number.
3. PACP version 6.0.1 database in a Microsoft Access database from the previous week's inspections, submitted by close of business on Thursday.
4. Provide invoices once a month which includes itemized quantities per attached Fee Schedule.

FEE SCHEDULE

Item No.	Item Description	Bid Quantity	Bid Unit	Unit Price (Figures)
1	CCTV Inspection	1	LF	\$2.50
2	Flaggers	1	HR	\$95.00
3	Traffic Plan Submittal	1	EA	\$195.00

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Local Agency Agreement with the Washington State Department of Transportation for the 148 th Street Non-Motorized Bridge Project
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
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 2019-2024 Capital Improvement Plan, adopted by Ordinance No. 841, includes the 148th Street Non-Motorized Bridge project. The project goal is to provide a non-motorized bridge to directly connect neighborhoods west of Interstate-5 with the future light rail station, which will in turn connect users to centers of employment, commerce and educational opportunities. The initial work for this project is to develop a preliminary design based on the preferred alignment previously approved by Council.

Staff is requesting that Council authorize the City Manager to execute a Local Agency Agreement with the Washington State Department of Transportation (WSDOT) to obligate \$2,055,000 of Federal Highway Administration (FHWA) Surface Transportation Program (STP) grant funding for use on the 148th Street Non-Motorized Bridge project.

RESOURCE/FINANCIAL IMPACT:

The adopted 2019-2024 Capital Improvement Program includes \$499,999 for the schematic design phase of this project. This \$2,055,000 FHWA STP grant allows the design to progress beyond schematic design and begin public outreach. The budget shown below is for the full design phase of the project which is not fully funded.

EXPENDITURES

Pre-design	
Approximate Staff and Other Direct Expenses through 6/6/19	\$ 13,000
Subtotal	\$ 13,000
30% Design	
Staff and Other Direct Expenses	\$ 100,000
A/E Consultant Cost	\$ 897,854
Contingency (10%)	\$ 90,000
Subtotal	\$1,087,854

30% to Final Design

Staff and Other Direct Expenses	\$ 250,000
A/E Consultant Cost	\$2,100,000
Contingency (15%)	\$ 315,000
Subtotal	\$2,665,000

Total Design Project Cost	\$3,765,854
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REVENUE

FHWA Surface Transportation Program (STP)	\$2,055,000
General Fund Contribution	\$ 349,999
Roads Capital Fund	\$ 150,000
Total Project Revenue	\$2,554,999

Project Budget Shortfall	(\$1,210,855)
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The project budget shortfall is the unsecured funding needed to complete design. The project is currently funded through 30% design and, potentially, through 60% design. This design budget is preliminary and will be re-assessed at the completion of preliminary design.

Staff is pursuing funding from multiple sources including the Sound Transit System Access Fund, King County Parks and Trails Levy, and the State Legislature. Additional revenue sources for future milestones may also be identified and pursued.

A budget amendment is not required at this time, as current expenditures remain within the authorized amount for the CIP. Staff anticipates presenting a budget amendment later this year to account for additional grant funding and other changes to the CIP.

If the Council elects not to authorize the execution of this Local Agency Agreement with WSDOT, the \$2,055,000 FHWA STP grant fund would be returned to the Federal Highway Administration resulting in the inability to design these improvements until other funding is received.

RECOMMENDATION

Staff recommends the Council authorize the City Manager to execute a Local Agency Agreement to obligate FHWA STP grant funds totaling \$2,055,000 for the 148th Street Non-Motorized Bridge project, including authorization of the Project Prospectus and any addendums or supplements required by the Washington State Department of Transportation.

Approved By: City Manager _____ City Attorney _____

BACKGROUND

Interstate-5 (I-5) forms a barrier to direct access to the Sound Transit Shoreline South/145th Station from neighborhoods west of I-5. The 148th Street Non-Motorized Bridge project will design a ped/bike bridge spanning I-5 and connecting to the north-end station plaza. Improvements will include integration with the station plaza area (east side of I-5) including ramps and stairs. West side landing improvements will include ramps and stairs, safe pedestrian and bicycle connections to 1st Ave NE, and evaluation of the need for a drop-off/pick-up area (“kiss-n-ride”).

In spring 2013, the City of Shoreline began community-based visioning and planning to address future land use, transportation, and neighborhood enhancements in the community’s light rail station subareas. The subarea plans for both station areas were shaped by extensive public and stakeholder engagement. The 145th Street Station Subarea Plan can be found at the following link:

<http://www.shorelinewa.gov/government/projects-initiatives/light-rail-station-area-planning/145th-street-station-subarea-plan-and-feis>.

One of the key concepts that helped to shape the 145th Street Station Subarea Plan is improved east-west connectivity for pedestrians and bicyclists. A key point raised was an east-west pedestrian and bicycle bridge spanning I-5. This bridge will be part of a larger network of bicycle facilities, making local connections as well as regional connections via the Interurban and Burke Gilman Trails.

A feasibility analysis of non-motorized crossing options to the Shoreline South/145th Station was conducted in 2016/2017 and determined that such a link is feasible. With confirmation of a viable crossing, the City identified the 148th Street Non-Motorized Bridge as a capital project and continued coordinating with Sound Transit. The staff report for this Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport022717-9b.pdf>.

The final feasibility study can be found at:

<http://www.shorelinewa.gov/home/showdocument?id=37025>.

While the funding for this schematic design was approved in the 2018-2023 CIP, the work was delayed while a grant application for the project design was processed. In 2018, staffing resources also limited the City’s ability to begin the project. This grant will allow the project to proceed with preliminary design. Staff is also continuing to pursue additional funding partners to move this project forward to design and ultimately construction.

DISCUSSION

On May 24, 2019, the Puget Sound Regional Council confirmed the award of \$2,055,000 in FHWA STP funding for the 148th Street Non-Motorized Bridge project, with the understanding that fund obligation must be completed by July 16th, 2019. Council’s approval of this Local Agency Agreement is the first step in meeting this requirement. This funding will be utilized for progressing the design of all

improvements, environmental documentation and permitting and assistance in community outreach/stakeholder engagement.

If the Council elects not to authorize the execution of this Local Agency Agreement with WSDOT, the \$2,055,000 awarded by the FHWA STP grant fund would be returned to the Federal Highway Administration. As the City does not currently have adequate funds available to complete the design work for this project without this and other additional funding sources, loss of this funding would result in the inability to perform the improvements at this location.

COUNCIL GOAL(S) ADDRESSED

This project supports 2018-2020 City Council Goal 3: “Continue preparation for regional mass transit in Shoreline.”

RESOURCE/FINANCIAL IMPACT

The adopted 2019-2024 Capital Improvement Program includes \$499,999 for the schematic design phase of this project. This \$2,055,000 FHWA STP grant allows the design to progress beyond schematic design as currently funded. The budget shown below is for the full design phase of the project.

EXPENDITURES

<i>Pre-design</i>	
Approximate Staff and Other Direct Expenses through 6/6/19	\$ 13,000
Subtotal	\$ 13,000
<i>30% Design</i>	
Staff and Other Direct Expenses	\$ 100,000
A/E Consultant Cost	\$ 897,854
Contingency (10%)	\$ 90,000
Subtotal	\$1,087,854
<i>30% to Final Design</i>	
Staff and Other Direct Expenses	\$250,000
A/E Consultant Cost	\$2,100,000
Contingency (15%)	\$315,000
Subtotal	\$2,665,000
 Total Design Project Cost	 \$3,765,854

REVENUE

FHWA Surface Transportation Program (STP)	\$2,055,000
General Fund Contribution	\$349,999
Roads Capital Fund	\$150,000
Total Project Revenue	\$2,554,999
 Project Budget Shortfall	 (\$1,210,855)

The project budget shortfall is the unsecured funding needed to complete design. The project is currently funded through 30% design and, potentially, through 60% design. This design budget is preliminary and will be re-assessed at the completion of preliminary design. The Staff is pursuing funding from multiple sources including Sound Transit System Access Fund, County Levy, and the State Legislature. Additional revenue sources for future milestones may also be identified and pursued.

A budget amendment is not required at this time, as current expenditures remain within the authorized amount for the CIP. Staff anticipates presenting a budget amendment for the CIP later this year to account for additional grant funding and other changes to the CIP.

If the Council elects not to authorize the execution of this Local Agency Agreement with WSDOT, the \$2,055,000 FHWA STP grant fund would be returned to the Federal Highway Administration resulting in the inability to design these improvements until other funding is received

RECOMMENDATION

Staff recommends the Council authorize the City Manager to execute a Local Agency Agreement to obligate FHWA STP grant funds totaling \$2,055,000 for the 148th Street Non-Motorized Bridge project, including authorization of the Project Prospectus and any addendums or supplements required by the Washington State Department of Transportation.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Waiving Council Rule 2.4, A Through E, and Reappointing Erik Ertsgaard and Ivan Brown to the Shoreline Parks, Recreation & Cultural Services/Tree Board
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Eric Friedli, Director
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 July 2013, the City Council approved Ordinance No. 666 amending the term of youth members of the City's Parks, Recreation and Cultural Services/Tree Board. According to this amendment, youth members shall serve one-year terms that follow the academic calendar and expire the thirtieth day of June each year. Youth Members are eligible for reappointment three times for a total of no more than four consecutive years.

Youth members Erik Ertsgaard and Ivan Brown from the PRCS/Tree Board are eligible for reappointment and have expressed the desire to continue to serve. Staff feel that both Eric and Ivan have been active participants on the PRCS/Tree Board and are members of the Board in good standing. To this end, staff recommended to the Mayor to see if Council is interested in waiving Council Rule 2.4, A through E, the Council Rule that requires a Council sub-committee to interview potential Board candidates, and just reappointing Erik and Ivan for another term without going through the application and interview process. The Mayor was supportive of this step as recommended by staff. Staff is therefore recommending not only the appointment of Erik Ertsgaard and Ivan Brown to the PRCS/Tree Board for another term beginning July 1, 2019 through June 30, 2020, but also that Council waive Council Rule 2.4, A through E, as part of the appointment process.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact as a result of this appointment.

RECOMMENDATION

Staff recommends that the Council move to waive Council Rule 2.4, A through E, and reappoint youth members Erik Ertsgaard and Ivan Brown to the Shoreline Parks, Recreation & Cultural Services/Tree Board effective July 1, 2019 through June 30, 2020.

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

BACKGROUND

The Parks, Recreation and Cultural Services (PRCS)/Tree Board advises the City Council and City staff on a variety of parks and recreation issues, including plans and policies, park operation and design, program activities, property acquisition, and the development of rules and regulations. The PRCS Board consists of nine members including two non-voting youth members.

The Tree Board was established by the City Council in 2012 as part of the requirement to become a Tree City USA. The members of the PRCS Board also serve as the Tree Board. This Board serves as an advisory board to City staff and the City Council on issues related to public tree maintenance and urban forestry.

In July 2013, the City Council approved Ordinance No. 666 amending the term of youth members to the PRCS/Tree Board. According to this amendment, youth members shall serve one-year terms that follow the academic calendar and expire the thirtieth day of June each year. Youth Members are eligible for reappointment three times for a total of no more than four consecutive years. The biographies of Ivan Brown and Erik Ertsgaard are attached to this report as Attachment A.

DISCUSSION

Erik Ertsgaard was appointed to the PRCS/Tree Board in 2017 as a youth and has will complete his second term on June 30, 2019. Ivan Brown was appointed to the PRCS/Tree Board in 2018 as a youth and will complete his first term on June 30. Both youth members are eligible for reappointment and have expressed the desire to continue to serve.

Staff feel that both Eric and Ivan have been active participants on the PRCS/Tree Board and are members of the Board in good standing. To this end, staff recommended to the Mayor to see if Council is interested in waiving Council Rule 2.4, A through E, the Council Rule that requires a Council sub-committee to interview potential Board candidates, and just reappointing Erik and Ivan for another term without going through the application and interview process. The Mayor was supportive of this step as recommended by staff. Staff is therefore recommending not only the appointment of Erik Ertsgaard and Ivan Brown to the PRCS/Tree Board for another term beginning July 1, 2019 through June 30, 2020, but also that Council waive Council Rule 2.4, A through E, as part of the appointment process.

RESOURCE/FINANCIAL IMPACT

There is no financial impact as a result of this appointment.

RECOMMENDATION

Staff recommends that the Council move to waive Council Rule 2.4, A through E, and reappoint youth members Erik Ertsgaard and Ivan Brown to the Shoreline Parks,

Recreation & Cultural Services/Tree Board effective July 1, 2019 through June 30, 2020.

ATTACHMENT

Attachment A: Biographies of PRCS/Tree Board Youth Member Nominees Ivan Brown and Erik Ertsgaard

Biographies of PRCS/Tree Board Youth Member Nominees

Ivan Brown

Ivan has lived in the Innis Arden neighborhood for eight years and is entering his junior year at Shorewood High School. Ivan is a US Double Gold figure skating medalist and is credentialed and qualified as a coach. He is a devoted water polo and Crossfit athlete who works to balance his athleticism with his musicianship as a pianist and member of the high school orchestra. Ivan is fluent in Russian and is actively engaged in the Russian community and invested in the Russian culture. At home he enjoys helping his family raise goats, chickens, bees and ducks and cares for the family orchard and garden.

Erik Ertsgaard

Erik Ertsgaard lives in the Richmond Beach neighborhood and will be a senior at Shorewood High School beginning fall 2019. He is active in concert band, marching band, youth group and Young Life, and he enjoys golf and tennis. Math and biology interest him most, fueling his desire to pursue a career in ecological science. Erik has been a faithful and active member of the Board and enjoys contributing to discussions about how to better the parks and ecosystems in the Shoreline community.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute the Right of Entry Agreement, Temporary Construction Easement, Utilities Easement, Wall Maintenance Easement, and Subsurface Anchor Easement and Authorizing the City Manager to Finalize in a Format Acceptable to the City Attorney’s Office and Execute the Ridgecrest Park Memorandum of Possession and Use Agreement, Administrative Possession and Use Agreement, the Statutory Warranty Deed, and the Right-of-Way Dedication Deed with Sound Transit
DEPARTMENT:	City Manager’s Office
PRESENTED BY:	Juniper Nammi, Sound Transit Project Manger
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 Sound Transit proposed Lynnwood Link Extension (LLE) light rail project will permanently impact Ridgecrest Park due to partial fee and easement acquisitions necessary for construction of the light rail guideway (tracks), a new cul-de-sac street end for NE 161st Street, and relocation of the sanitary sewer east into the park. Ridgecrest Park is protected by a King County Forward Thrust covenant that requires the site be maintained as a recreational park or open space in perpetuity, except that the City may trade the site or part of the site for property of equal or greater parks and recreational value or open space value.

City staff worked with Sound Transit to come to agreement on adequate compensation for these project impacts, as documented in the Ridgecrest Park Letter of Concurrence between Sound Transit and the City of Shoreline, dated March 8, 2018, (Attachment A). Compensation includes adjacent property acquisition to replace the property needed in fee for the project, upon which a new 20-stall parking lot will be constructed. This work needs to be completed before the property and park improvements can be conveyed to the City as compensation. Sound Transit is requesting an administrative Possession and Use Agreement (Attachments H and I) to keep the final conveyance of compensation open until the land and improvements can be completed and transferred to the City.

Tonight, Council is scheduled to authorize the City Manager to execute the following agreements and easements affecting Ridgecrest Park:

- Right of Entry Agreement (Attachment C)
- Temporary Construction Easement (Attachment D)

- Utilities Easement (Attachment E)
- Wall Maintenance Easement (Attachment F)
- Subsurface Anchors Easement (Attachment G)

Additionally, Council is being requested to authorize the City Manager to finalize four other agreements in a form acceptable to the City Attorney's Office and execute these agreements, as these agreements are still draft and not final yet. Sound Transit is still reviewing the City's requested revisions to these agreements, which should be finalized within the next week or so. These four agreements are the:

- Memorandum of Possession and Use Agreement - *DRAFT* (Attachment H)
- Administrative Possession and Use Agreement - *DRAFT* (Attachment I)
- Statutory Warranty Deed - *DRAFT* (Attachment J)
- Right-of-Way Dedication Deed – *DRAFT* (Attachment K)

RESOURCE/FINANCIAL IMPACT:

Sound Transit will be compensating the City for the necessary fee property acquisition and easements for this work within Ridgecrest Park in the form of property and improvement replacement as specified in the March 8, 2018, Concurrence Letter (Attachment A) and refined in the LLE Project final design (Attachment B).

Compensation cannot be transferred to the City until construction of the replacement improvements is completed. Exact value of the land and improvements has not been provided, however the market value of the temporary and permanent easements (excluding the land and improvement impacts) was determined to be \$354,400.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the Ridgecrest Park Right of Entry Agreement, Temporary Construction Easement, Sewer Utilities Easement, Wall Maintenance Easement, and Subsurface Anchor Easement as necessary for the Lynnwood Link Extension Project (Attachments C, D, E, F, and G). Additionally, staff recommends that City Council authorize the City Manager to finalize in a format acceptable to the City Attorney's Office and execute the Ridgecrest Park Memorandum of Possession and Use Agreement, Administrative Possession and Use Agreement, the Statutory Warranty Deed, and the Right-of-Way Dedication Deed (Attachments H, I, J, and K).

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

BACKGROUND

Sound Transit's Lynnwood Link Extension Light Rail Project (LLE Project) proposes to temporarily and permanently impact the western 15-50 feet of Ridgecrest Park for construction of the light rail system guideway, street improvements required by City codes, and relocation of a sewer main that would otherwise conflict with the proposed at-grade guideway.

Preliminary design of the LLE Project originally proposed to replace the acquired park property with property south of NE 161st Street that was not contiguous with the park and is significantly encumbered by geologic hazard areas. As design was advanced, project changes added a surface water detention facility on the original compensation property and the City determined it would not actually meet the intent of the Forward Thrust Covenant requirement that traded 'compensation' property must be "of equal or greater parks and recreational value or open space value" to the area of Ridgecrest Park being acquired by Sound Transit.

City staff in the Parks, Public Works, and Planning and Community Development Departments worked with the Sound Transit's team to explore design options that would address cost and design issues for the project, while also meeting both the Federal park protection regulations and the local property covenant protection. The final design necessitates both temporary construction and permanent fee and easement acquisitions for the scope of the project and adequately replaces the impacted property and improvements with equal or greater value improved park land.

DISCUSSION

The final alignment for the light rail guideway requires that Sound Transit fully acquire approximately the western 38 feet of Ridgecrest Park. This acquisition will impact the current sewer main location, existing parking lot, park identification sign, and park irrigation system. Impacts to 1st Avenue NE and NE 161st Street require frontage improvements that are modified to better fit with the City's Trail Along the Rail Project and to reduce the amount of new pollution-generating impervious surfaces so as to require less surface water detention and water quality treatment. Sound Transit will be constructing a new cul-de-sac street end for NE 161st Street with an amenity zone and eight-foot sidewalk along the front of the new parking lot and revegetated park property on the north side of NE 161st Street. The parking lot and street end improvements are illustrated in Attachment B to this staff report. These frontage improvements require Sound Transit acquisition of roughly the south 22 feet of the parking lot that will be dedicated with the new road and multi-use path facilities back to the City as Right-of-way.

The final design requires that approximately the western ten (10) feet of the remaining park will be encumbered by easements for the sewer utility, a noise and retaining wall maintenance easement, and a subsurface soil anchors easement in the north west corner of the park. These property impacts are due to the proposed construction of the light rail guideway, relocation of the existing sanitary sewer main, and a new noise and retaining wall along the west property line. They are compatible with potential City construction of the Trail Along the Rail through Ridgecrest Park up to NE 163rd Street.

The proposed design will also impact existing park infrastructure including the park identification sign, drinking fountain, parking lot lighting, irrigation system, and water and electrical service connections. Temporary impacts will close the parking lot for approximately one and half years and will restrict public access from the western portion of the park where construction activities will occur. The majority of the park will remain open utilizing on-street parking, while a replacement parking lot is constructed on adjacent parcels that will be conveyed to the City as replacement of the property and easement acquisitions required for the LLE Project. A port-a-potty will remain available to park users and will be relocated out of the construction area.

Utility relocations, including the sewer main work within Ridgecrest Park, are part of the LLE Project early work and Sound Transit's contractors are schedule to start work in this area as soon as the City grants access and permits to do so. Possession and use of the area are requested by Sound Transit so the work can start prior to construction of replacement improvements and conveyance of the compensation can be completed.

To allow for this LLE Project work to occur at Ridgecrest Park, Council is being requested to authorize the City Manager to execute the following finalized agreements and easements:

- Right of Entry Agreement (Attachment D)
- Temporary Construction Easement (Attachment E)
- Utilities Easement (Attachment F)
- Wall Maintenance Easement (Attachment G)
- Subsurface Anchors Easement (Attachment H)

Additional Agreements Finalization

Staff have worked with Sound Transit to finalize the language in the agreements noted above. These agreement documents are complete and in final form for authorization and execution. However, four (4) additional agreements that are required are not quite final. Sound Transit is still reviewing the City's requested revisions to the Memorandum of Possession and Use Agreement (Attachment H), Administrative Possession and Use Agreement (Attachment I), the Statutory Warranty Deed (Attachment J) and the Right-of-Way Dedication Deed (Attachment K). These revisions should be finalized within the next week or so.

The Memorandum of Possession and Use Agreement and the Administrative Possession and Use Agreement edits under review are related to the wording regarding compensation in the form of land and improvements, where the standard template indicates funds are to be held in escrow until final compensation terms are met. The Concurrence letter between the City and Sound Transit for Ridgecrest Park (Attachment A) already specifies the compensation agreed to, but it cannot be conveyed to the City until the required improvements are constructed.

Staff requested that Sound Transit pursue dedication of the required Right-of-Way concurrent with the Statutory Warranty Deed for the cul-de-sac street end improvements on NE 161st Street or combine them into one deed document. Sound Transit is still reviewing this request.

Sound Transit's contractors had planned to start work within Ridgecrest Park this spring and the delay in executing the needed easements, agreements, and deeds is impacting the light rail construction schedule. Staff conferred with Mayor Hall about bringing these draft agreements to Council tonight for authorization instead of rescheduling their approval to July 15, 2019. Staff is seeking Council authorization for the City Manager to finalize these agreements in a format acceptable to the City Attorney's Office along with authority to execute these agreements once they have been finalized with Sound Transit.

Public Outreach

The Final Environmental Impact Statement and Federal Transit Administration Record of Decision for the LLE Project identified project impacts to Ridgecrest Park and required that Sound Transit conduct outreach to the adjacent neighborhood to inform roadway and park design. Sound Transit met this requirement with a presentation of the project impacts and proposed mitigation for Ridgecrest Park and the nearby roadways at the May 9, 2017, Ridgecrest Neighborhood Association meeting and direct mail notice of the meeting to the adjacent neighborhood.

Sound Transit also presented the project design for Ridgecrest Park at the 60% Design Open House held on May 24, 2017. Subsequent revisions to the design were included in the 90% Design and Construction Open House events held in June 2018 and February 2019.

The Parks Recreation and Cultural Services Department incorporated the parking lot and street end improvements to be construction by Sound Transit into the Ridgecrest Park Master Plan Concept developed in 2018 as part of the department's Concept Design Project which also included public outreach and review by the Parks, Recreation and Cultural Services/Tree Board on multiple occasions.

COUNCIL GOAL(S) ADDRESSED

Authorization to execute these temporary and permanent agreements and easements would support the 2019-2021 Council Goal 3 – *Continued preparation for regional mass transit in Shoreline, Action Step 2. Work collaboratively with Sound Transit to permit the Lynnwood Link Extension Project and coordinate on project construction and work proactively with Sound Transit to develop plans to minimize, manage, and mitigate anticipated impacts to Shoreline neighborhoods from construction and operation of the Lynnwood Link Extension Project.*

The park mitigation and required frontage improvements facilitated by these agreements and easements also support Council Goal 2 - *Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.* The LLE project will provide an incremental step towards implementation of the PROS and Transportation Master Plans with construction of improvements that contribute to the Trail Along the Rail and the Ridgecrest Park Master Plan construction.

RESOURCE/FINANCIAL IMPACT

Sound Transit will be compensating the City for the necessary fee property acquisition and easements for this work within Ridgecrest Park in the form of property and improvement replacement as specified in the March 8, 2018, Concurrence Letter (Attachment A) and refined in the LLE Project final design (Attachment B). Compensation cannot be transferred to the City until construction of the replacement improvements is completed. Exact value of the land and improvements has not been provided, however the market value of the temporary and permanent easements (excluding the land and improvement impacts) was determined to be \$354,400.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the Ridgecrest Park Right of Entry Agreement, Temporary Construction Easement, Sewer Utilities Easement, Wall Maintenance Easement, and Subsurface Anchor Easement as necessary for the Lynnwood Link Extension Project (Attachments C, D, E, F, and G). Additionally, staff recommends that City Council authorize the City Manager to finalize in a format acceptable to the City Attorney's Office and execute the Ridgecrest Park Memorandum of Possession and Use Agreement, Administrative Possession and Use Agreement, the Statutory Warranty Deed, and the Right-of-Way Dedication Deed (Attachments H, I, J, and K).

ATTACHMENTS

- ATTACHMENT A - Ridgecrest Park Letter of Concurrence between City of Shoreline and Sound Transit dated March 8, 2018
- ATTACHMENT B - 100% Submittal Civil Pavement Marking Drawings for Ridgecrest Park and NE 161st Street
- ATTACHMENT C - Right of Entry Agreement
- ATTACHMENT D - Temporary Construction Easement
- ATTACHMENT E - Utilities Easement (Sewer)
- ATTACHMENT F - Wall Maintenance Easement
- ATTACHMENT G - Subsurface Anchors Easement
- ATTACHMENT H - Memorandum of Possession and Use Agreement (*DRAFT*)
- ATTACHMENT I - Administrative Possession and Use Agreement (*DRAFT*)
- ATTACHMENT J - Statutory Warranty Deed (*DRAFT*)
- ATTACHMENT K – Right-of-Way Dedication Deed (*DRAFT*)



March 8, 2018

Eric Friedli
Parks, Recreation, and Cultural Services Director
City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133

Subject: Ridgecrest Park

Dear Eric:

As part of the final design phase for the Lynnwood Link Extension (LLE), Sound Transit, in consultation with the City of Shoreline, has changed the mitigation approach to address project impacts to Ridgecrest Park. As you know, Ridgecrest Park is a Section 4(f) resource under the U.S. Department of Transportation Act. Due to this, the Federal Transit Administration (FTA) requests confirmation from the City about this change.

As the Official with Jurisdiction, the City of Shoreline has proposed two different parcels as mitigation for the impacts on Ridgecrest Park, and is therefore in concurrence with the overall mitigation approach for this impact. The two parcels are listed in Exhibit A, along with a map indicating the alternate replacement parcels. In addition to these two parcels, the City and Sound Transit have agreed to the following revised mitigation elements for all the proposed impacts to the park:

- Construction of a replacement parking lot (paved with 20 stalls) and ADA access to the park to be located on the proposed replacement properties to be completed within 1.5 years of the start of early construction work and completed consistent with applicable City standards for drainage, landscaping, and frontage improvements;
- Maintenance of public access to the the park throughout the construction of the LLE Project and use of the City right-of-way on NE 161st street for temporary public parking until the replacement parking lot is completed, as approximately illustrated in the attached Exhibit B illustrating draft construction areas and potential temporary parking; and
- Replacement of impacted infrastructure within the park such as the park sign, drinking fountain, and irrigation system.

A neighborhood meeting presentation regarding the proposed impacts to the park and this revised approach to mitigation was held May 9, 2017, to meet the outreach requirement in the FTA Record of Decision. This public meeting and the revised proposal is consistent with and fulfills the LLE's Record of Decision,

Central Puget Sound Regional Transit Authority • Union Station
401 S. Jackson St., Seattle, WA 98104-2826 • Reception: (206) 398-5000 • FAX: (206) 398-5499
www.soundtransit.org

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Snohomish County Executive

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of Transportation*

Paul Roberts
*Everett Council President/
Mayor Pro Tem*

Dave Uptegrove
King County Councilmember

Peter von Reichbauer
King County Councilmember

Victoria Woodards
Tacoma Mayor

CHIEF EXECUTIVE OFFICER

Peter M. Rogoff

Exhibit B - Draft Temporary Construction Area and Parking Plan



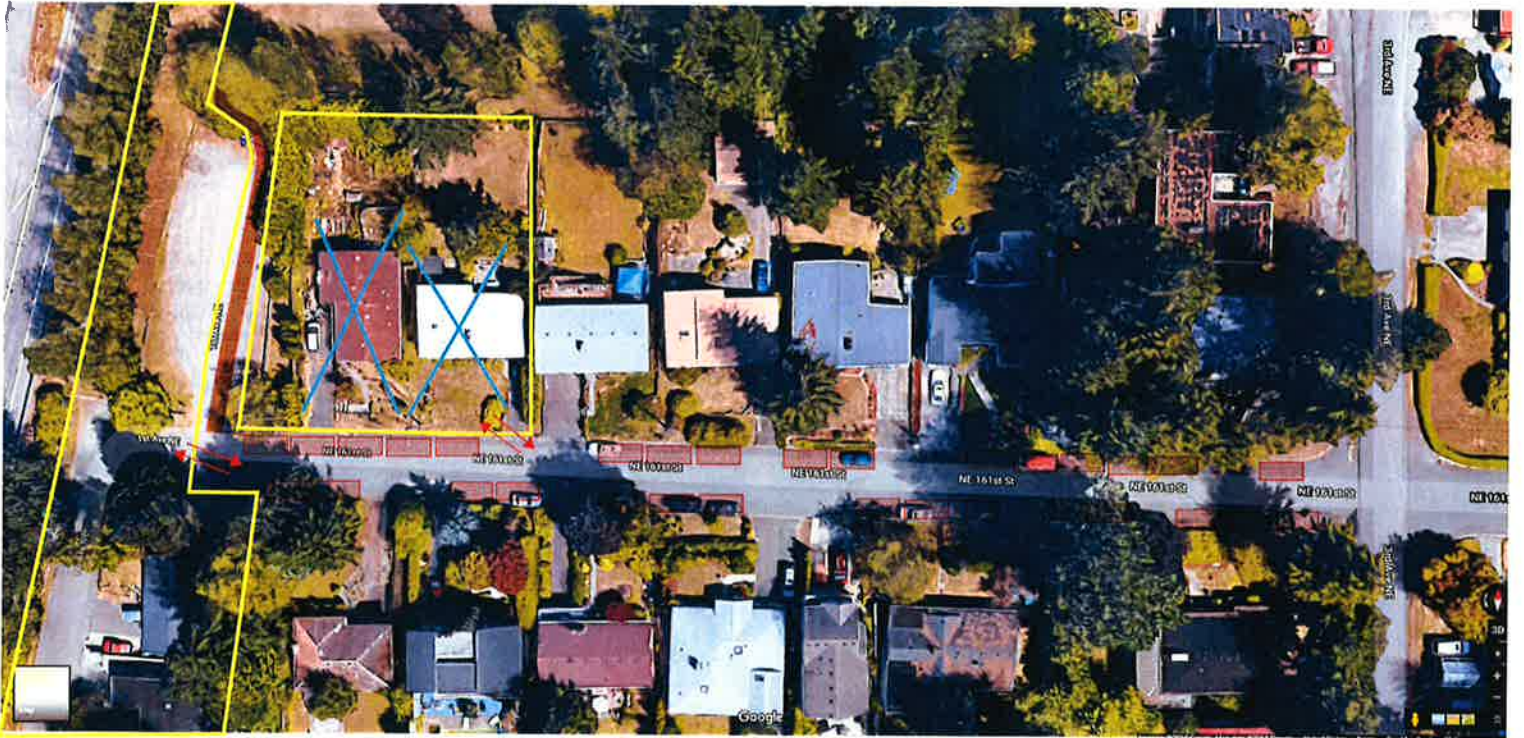
LEGEND

- X = House to be demolished
- = Sewer Line
- = Fence
- = Pedestrian Path
- = Temp On-Street Parking Spot (9 ft x 18 ft) - 20 each
- = Work area/laydown/access

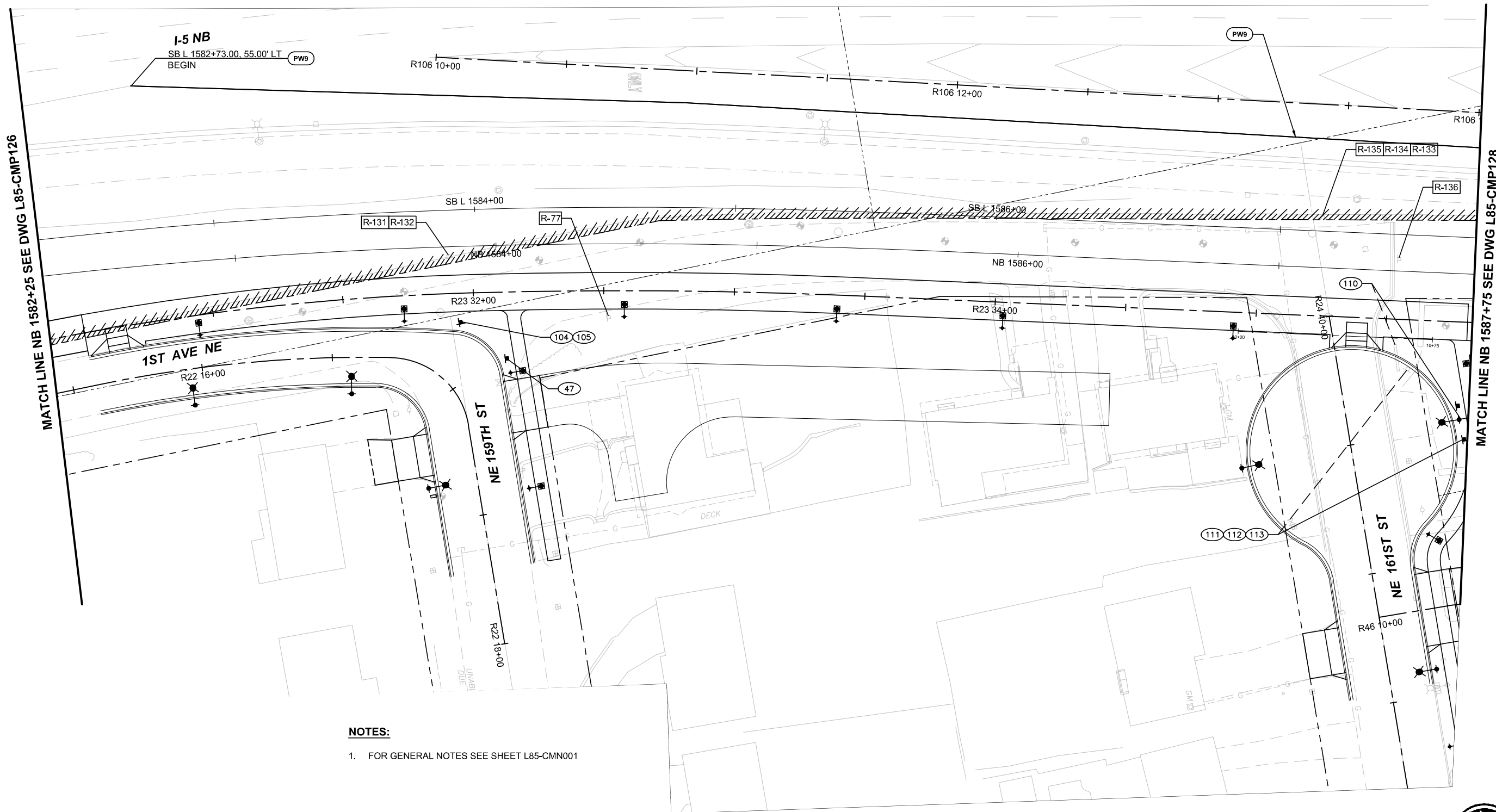
POTENTIAL TIMELINE

- Q1 2019 - Begin Sewer work and house demo. Parking Lot will be out of use to construct the sewer.
- Q3 2019 - NTP of Gulldeway Package which will include the replacement parking lot.
- Q4 2019 - Q1 2020 - Construct replacement parking lot
- Q2 - Open new Parking Lot

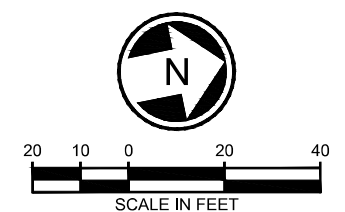
Exhibit B - Draft Temporary Construction Area and Parking Plan



Xrefs:
 xLLE-SHLN-VBP
 xLLE-SHLN-VRX
 xLLE-SEAT-VBP
 xLLE-SEAT-VRX
 xL200-L85-SEP100
 xL200-L85-SWP100
 xL200-L85-SZP100
 xL200-L85-KAP100
 xL200-L85-UCP100
 GB-SEAL-PCHU41790
 xL200-GBS-G2K003
 xL200-NXX-CLP100
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NOTES:
 1. FOR GENERAL NOTES SEE SHEET L85-CMN001

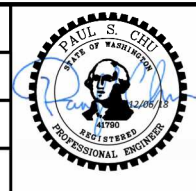


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100% SUBMITTAL
ISSUED FOR PERMIT ONLY

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:
T. HUA
 DRAWN BY:
R. GREENLEE
 CHECKED BY:
J. GOH
 APPROVED BY:
P. CHU



HNTB Jacobs trusted design partners

DATE: 12/10/2018
 SUBMITTED BY: K. COLLINS
 REVIEWED BY: F. CHIHAB

SOUNDTRANSIT

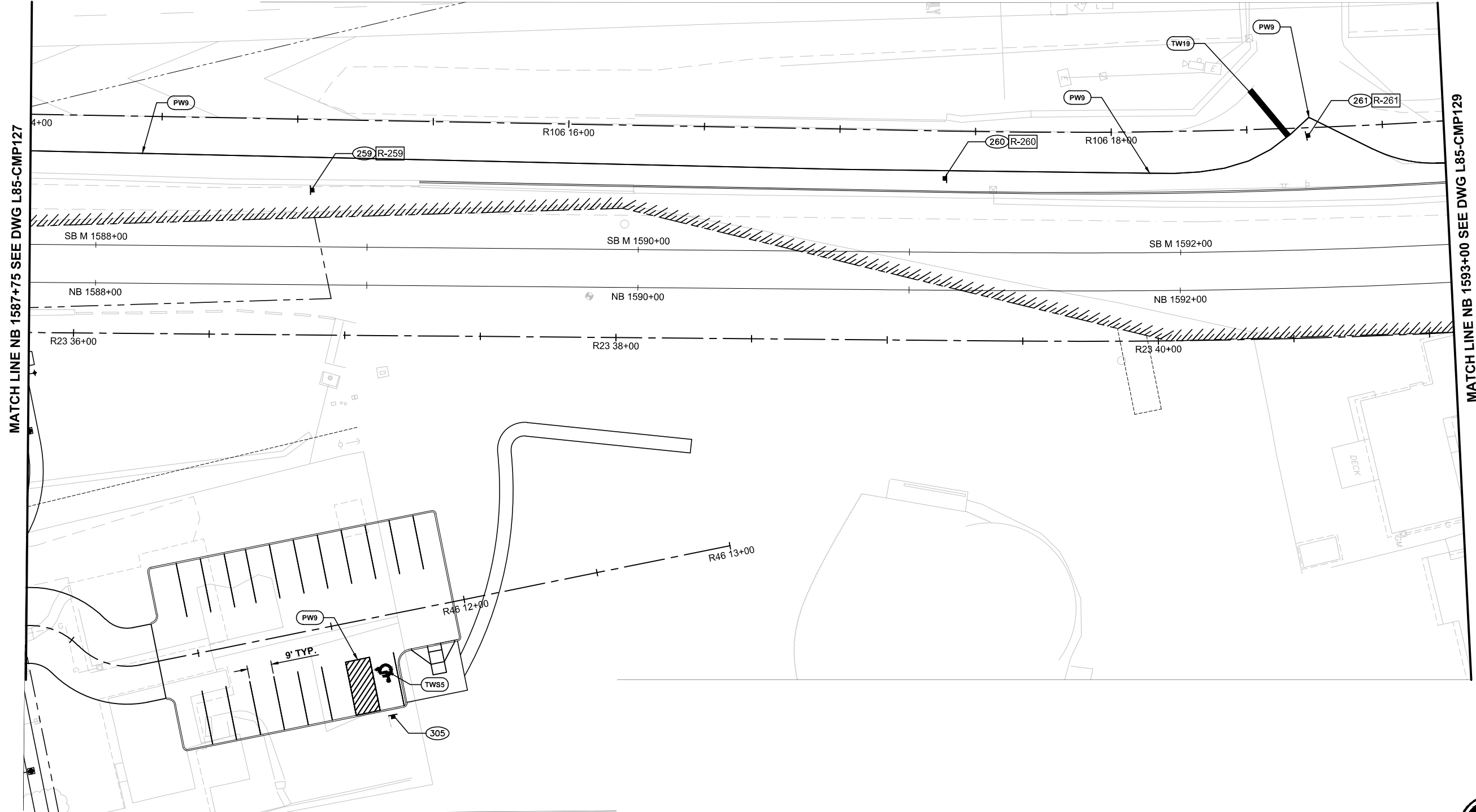
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 FILENAME: L200-L85-CMP127
 CONTRACT No.: RTA / CN 0079-15C
 DATE: 12/10/2018

LYNNWOOD LINK EXTENSION
CONTRACT L200
 NORTHGATE STATION TO NE 200TH STREET

CIVIL
 PAVEMENT MARKING & SIGNAGE DETAIL
 NB 1582+25 TO NB 1587+75

DRAWING No.: L85-CMP127
 LOCATION ID: N16
 SHEET No.: 303
 REV: 0

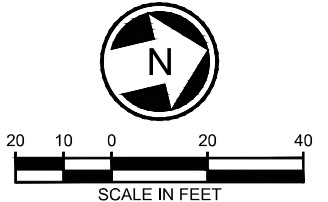
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 xLLE-SHLN-VRX
 xLLE-SEAT-VBP
 xLLE-SEAT-VRX
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 xL200-L85-KAP100
 xL200-L85-UCP100
 xL200-G85-GZK020
 GB-SEAL-PCHU41790
 xL200-NXX-CLP100
 xL200-NXX-CMP100
 xL200-NXX-CRP100
 xL200-N15-CRP100
 xL200-I85-ecop100
 xL200-GB-TB22x34



MATCH LINE NB 1587+75 SEE DWG L85-CMP127

MATCH LINE NB 1593+00 SEE DWG L85-CMP129

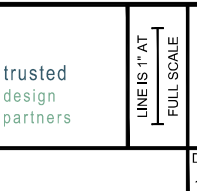
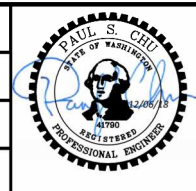
NOTES:
 1. FOR GENERAL NOTES SEE SHEET L85-CMN001



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100% SUBMITTAL
ISSUED FOR PERMIT ONLY

DESIGNED BY:
T. HUA
 DRAWN BY:
R. GREENLEE
 CHECKED BY:
J. GOH
 APPROVED BY:
P. CHU



SCALE:
1" = 20'
 FILENAME:
L200-L85-CMP128
 CONTRACT No.:
RTA / CN 0079-15C
 DATE:
12/10/2018

LYNNWOOD LINK EXTENSION
CONTRACT L200
 NORTHGATE STATION TO NE 200TH STREET
 CIVIL
 PAVEMENT MARKING & SIGNAGE DETAIL
 NB 1587+75 TO NB 1593+00

DRAWING No.:
L85-CMP128
 LOCATION ID:
N16
 SHEET No.:
304
 REV:
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No.	DATE	DSN	CHK	APP	REVISION

SUBMITTED BY:
K. COLLINS

DATE:
12/10/2018

REVIEWED BY:
F. CHIHAB

DATE:
12/10/2018

Lynnwood Link Extension
ENTRY AGREEMENT
 Form C

This Entry Agreement ("Agreement") is between the **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT")**, a regional transit authority of the State of Washington and **City of Shoreline** ("Owner" or "the City"). This Agreement is effective as of the date Owner signs below (the "Effective Date").

RECITALS

Owner owns certain real property ("Property") described below. Sound Transit wishes to gain access to the Property for the purpose(s) described below. Owner is willing to grant Sound Transit access to the Property on the terms and conditions of this Agreement. The Property is described as follows:

Parcel Address(es): 108 NE 161st Street, Shoreline, WA 98155

Parcel Number(s): 2111600046 & 2881700193

1. Grant of License.

A. The City hereby grants permission to Sound Transit and its authorized employees, agents, representatives, and contractors (collectively, "Sound Transit") to enter onto the Property for the limited purposes of conducting some or all of the activities listed below (the "Access Rights Activities"):

- Video Recording and/or Photographic Baseline Survey (Exterior only)
- Video Recording and/or Photographic Baseline Survey (Exterior and Interior)
- Structural Settlement Points
- Utility Locates
- Ambient Noise Monitoring
- Ambient Vibration Monitoring
- Construction Noise Monitoring
- Construction Vibration Monitoring
- Dewatering Wells
- Automatic Monitoring Total Station
- Optical Survey Points
- Time Lapse Camera
- Other (For internal use only)

(See Attachment A for detailed description of Access Rights Activities.)

B. Sound Transit will not permit any other party except Sound Transit's duly authorized representatives, employees, agents and independent contractors (collectively "Representatives") and, in the case of utility locates, third-party utility companies to enter or use the Property.

C. Sound Transit and its Representatives agree to exercise due care while performing any and all Access Rights Activities so as not to interfere with the City's or any other party's activities on the Property, and not to cause damage.

D. Sound Transit and its agents shall remove any equipment and personal property in connection with the Access Rights Activities and shall restore the Property at the end of its activities to a condition as good as or better than that which existed immediately prior to Sound Transit's or its Representatives' entry onto the Property.

E. Sound Transit agrees to comply with all local, state, and federal laws, and rules, ordinances applicable to the Access Rights Activities including obtaining any necessary permits.

F. Sound Transit shall provide the City with copies of any and all reports or analyses of all data collected from the Property, if any. The City may also choose to have a City representative present with Sound Transit during any data collection and/or may request that in addition to any data or reports that Sound Transit provide to the City all information related to the collection of the data upon request.

2. Contacts.

In the event Sound Transit and/or its designated Representatives cannot access some or all of the Property, the following representatives of the owner (the "Contact Person(s)") can arrange for access to the Property.

Property Access:

Name: Kirk Peterson

Title: Parks Superintendent

Telephone #: 206-801-2614 (desk) or 206-391-2398 (cell)

Email: kpeterson@shorelinewa.gov

3. Liability.

Sound Transit and its Representatives will be responsible for any damage done to the Property by Sound Transit or its Representatives. Sound Transit and its Representatives shall remove any equipment and personal property in connection with the Access Rights Activities and shall restore the Property at the end of its activities to a condition as good as or better than that which existed immediately prior to Sound Transit's or its Representatives' entry onto the Property. Sound Transit shall be responsible for any damages caused by the acts and/or omissions of Sound Transit while on the Property in connection with the Access Rights Activities, unless solely caused by the negligence or willful misconduct of City or any of its elected officials, officers, employees, agents, representatives, invitees, other licensees, or volunteers. Sound Transit and its agents shall indemnify and hold the City and its elected officials, officers, employees, agents, volunteers, successors, and assigns harmless from, and defend the City against, any and all losses, damages, costs, penalties, expenses, liabilities, judgments, liens, suits, claims, or demands relating to or arising out of the Access Rights Activities conducted on the Property pursuant to this Agreement, unless solely caused by the negligence or willful misconduct of City or any of its elected officials, officers, employees, agents, representatives, invitees, licensees, or volunteers. This obligation shall survive the termination of this Agreement.

4. Governing Law/Captions.

The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Washington and venue shall be in the King County Superior Court.

5. No Third Party Rights/Assignment.

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person other than the parties and their respective employees and representatives.

6. **Insurance.** Sound Transit and its Representatives shall procure and maintain the following insurance coverage for all employees or agents performing any Access Rights Activities on the Property:

A. **Commercial General Liability.** Sound Transit agrees that it will, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance will be provided by Sound Transit indicating that the City is included as an Additional Insured on the policy(ies) and Sound Transit shall provide thirty (30) days prior written notice to the City of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Sound Transit shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the City in the City's sole discretion.

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

7. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other party specifying its intention to terminate this Agreement and setting forth the termination date.

8. **License Agreement.**

This license does not constitute a real property interest and does not confer any rights upon Sound Transit other than the rights expressly granted herein. This license may be revoked by Owner at any time by providing notice to Sound Transit at 206-398-5300 or by email at lynnwoodlink@soundtransit.org.

CITY OF SHORELINE

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Margaret J. King, City Attorney
Julie Ainsworth-Taylor, Assistant City Attorney

Attachment A – Definitions of Work**Video Recording and/or Photographic Baseline Survey (Exterior only)**

Establishing a video recording and/or photographic baseline survey of property condition prior to the proposed construction and its related facilities. Survey activities shall entail Sound Transit and its Representatives documenting the general preconstruction condition of the Property by preparing a video recording and/or taking photographs of areas such as, but not limited to, existing driveways and parking areas, sidewalks, curbs, ditches, roadways, landscaping, trees, headwalls, equipment structures, pavements, manholes, handrails, surface improvements (e.g., walkways, stairs, retaining walls, etc.), foundations, building exteriors, and/or other features of the Property. Survey activities may typically be completed in one day. However, under certain circumstances, more than one day may be required.

Video Recording and/or Photographic Baseline Survey (Exterior and Interior)

Same as above and building interiors.

Structural Settlement Points

Installing, monitoring and removal of the structural settlement points or crack gauges to be placed on the foundation or walls of buildings and selected surface features located on the Property. Monitoring activity will occur primarily from city streets and alleys, but in some cases will be needed to be conducted from locations on the subject property. Before commencing any installation activities, Sound Transit will notify owners with door hangers and/or mailings that will have a description of the typical equipment to be installed, the frequency and duration of the testing and an estimated date of removal of the test equipment. If a monitoring point needs to be placed in a locked yard, or other secure area, Sound Transit, or their representative, will contact the Contact Person(s) identified in this Entry Agreement to develop a monitoring schedule.

Utility Locates

The utility companies that serve the Property, or have easements on the Property, will locate their utilities and mark their subsurface locations on the surface of the Property.

Ambient Noise Monitoring

This will include installing, establishing, monitoring and removing sound equipment to document existing ambient noise levels. The noise monitoring may be conducted in both indoor and outdoor areas and the monitoring duration will generally take one (1) day to complete. However, under certain circumstances, more than one day may be required.

Ambient Vibration Monitoring

This will include setting up vibration testing equipment, monitoring and removing equipment to document how vibration might travel from the proposed light rail tracks to nearby buildings. The vibration testing will be conducted in both indoor and outdoor areas and will generally take one (1) day to complete which includes set up, testing, and take down. However, under certain circumstances, more than one day may be required.

Construction Noise Monitoring

This will include installing, establishing, monitoring and removing sound equipment to monitor noise levels from construction activities. The noise monitoring may be conducted in both indoor and outdoor areas and the outdoor monitoring duration will generally range from several days to several weeks. In some cases, the monitoring may extend up to 5 years.

Construction Vibration Monitoring

This will include installing, establishing, monitoring and removing equipment to monitor vibration levels from construction activities. The vibration monitoring may be conducted in both indoor and outdoor areas and the outdoor monitoring duration will generally range from several days to several weeks. In some cases, the monitoring may extend up to 5 years.

Dewatering Well(s)

This will include drilling, installation and decommission of the dewatering well(s) and discharge piping. Prior to commencing work Sound Transit will provide the Owner with a detailed work plan, accompanied by a sketch of proposed well location(s) and site including truck parking where the work will take place. The dewatering well(s) will be decommissioned in accordance with state regulations.

Automatic Monitoring Total Station

This will be for placing, maintaining, and removing of an Automatic Monitoring Total Station (AMTS) for settlement monitoring on the roof of the building. The AMTS is free standing and will not require any penetrations into the building and weighs less than ___ pounds. Access to a standard 110 electrical outlet and minor electricity usage will be required. Sound Transit shall bear the cost of installing an electrical outlet, if one is not available. Sound Transit shall also bear the cost of electricity usage, if it is practical for Owner to allocate billing of such usage. Before installation of any monitoring equipment and at any time thereafter when access is required, Sound Transit or its representative will contact the Contact Person(s) identified in this Entry Agreement at least 48 hours in advance to coordinate entry onto the Property and into the building.

Optical Survey Points

This will include installing, monitoring and removal of the optical survey points (OSP) to be placed on the roof of the building. Installation of the OSP will be completed in less than one day. Installation of the OSP shall not penetrate any roof membrane and all installation shall be done in a weather-resistive manner. At the end of the project the OSP will be removed. Once installed, the monitoring activity will occur from off site. Before installation of any monitoring equipment and at any time thereafter when access is required, Sound Transit or their representative will contact the Contact Person(s) identified in this Entry Agreement at least 48 hours in advance to coordinate entry onto the Property and into the building.

Time Lapse Camera

Placing, maintaining, and removing a time-lapse camera on the roof of the building. The camera will automatically take periodic pictures of the adjacent station construction site and transmit the pictures via a cellular transmission. Camera will be free standing on a weighted base which will not require any penetrations into the building. Access to a standard 110 electrical outlet and minor electricity usage will be required. Sound Transit shall bear the cost of installing an electrical outlet, if one is not available. Sound Transit shall also bear the cost of electricity usage, if it is practical for Owner to allocate billing of such usage. Before installation of the camera and at any time thereafter, when access is required, Sound Transit or their representative will contact the Contact Person(s) identified in this Entry Agreement at least 48 hours in advance to coordinate entry onto the Property and into the building.

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

TEMPORARY CONSTRUCTION EASEMENT

(STAGING AND LONG-TERM GENERAL CONSTRUCTION)

Grantor(s): City of Shoreline
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.
Assessor's Tax Parcel No(s): 2111600046 & 2881700193
ROW No(s): LL180 & LL181

City of Shoreline, a Washington municipal corporation, ("Grantor"), is the owner of real property located in the City of Shoreline commonly known as 108 NE 161st Street, Shoreline, WA 98155, and more particularly described in the legal description attached as Exhibit "A" Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Lynnwood Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a temporary construction easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached Exhibit "B" and depicted in Exhibit "C" ("Easement Area").

2. **Purpose of Easement.** Grantee, its contractors, agents, and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for the purpose of staging and construction (which may include, but not be limited to: staging and construction of the guideways, station, drainage, garage, parking, signal house, retaining walls, crane foundation and tower; street connections, utilities, utility connections; to re-grade slopes and make cuts and fills to match new driveways, parking lot areas, street grade, sidewalks, retaining walls; and parking lot reconstruction) ("Grantee's Work"). When deemed necessary by Grantee for staging or construction, Grantee may fence all or a portion of the Easement Area from time to time during the performance of Grantee's Work described herein. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto. Grantee shall at all times ensure that the Easement does not unreasonably interfere with Grantor's access to the Property from the adjacent public right-of-way.

In the event Grantee's utility connection work requires access to portions of the Property in addition to that depicted in Exhibit C, Grantee may enter into such additional property

ROW #: LL180 & LL181

Temporary Construction Easement-Staging-Long Term
Form approved by Civil 10/06/17
Last saved by Tanya M. Johnson 6/14/19

for the purpose of reconnecting utilities that serve the Property and such entry will be governed by the terms of the Easement.

Grantee shall be entitled to apply to public authorities having jurisdiction for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. Restoration. Subject to Paragraph 4, below, in the event private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace such improvements or restore such improvements to a condition that is as good as or better than that which existed prior to the use, or as negotiated separately by the Grantee and Grantor; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2. In the event Grantee does not comply with the foregoing requirement, Grantor may, upon reasonable advance notice to Grantee, take the actions to restore the property at Grantee's sole cost and expense.

During the Term, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and sanitary condition.

4. Term of Easement. The term of the Easement (the "Term") shall commence upon mutual execution of this Easement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee's use of the Easement Area for the purposes described in Paragraph 2. Grantee will provide fourteen (14) calendar days written notice to Grantor before commencing Grantee's Work within the Easement Area. Grantee shall be entitled to use the Easement Area for the performance of Grantee's Work for a period of **FIFTY-SEVEN (57)** consecutive months (the "Construction Period"). During the Construction Period, Grantee's use of the Easement Area shall be exclusive. The Easement will remain in effect until **December 31, 2023** or until completion of restoration of the Easement Area, if any, as provided for in Section 3 of this Easement, whichever occurs first. Grantee may, at its option, extend the Term, including the exclusive Construction Period, for up to an additional **SIX (6) consecutive months**, upon thirty (30) calendar day's prior written notice to the Grantor.

5. Representations and Indemnifications. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The Grantee shall defend, indemnify and hold the Grantor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except to the extent such injuries and damages are caused by the sole negligence or intentional misconduct of the Grantor or its elected officials, officers, employees, agents, representatives, invitees, licensees, or volunteers. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Grantor, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Binding Effect. This Easement is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee may permit third parties to enter the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. This Easement, and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon Grantor and its successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a fee, leasehold, mortgage or other interest in any part of the Easement Area.

7. Insurance. During the Term, Grantee and its agents, contractors and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing any work on the Easement Area.

Commercial General Liability. Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

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

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

Other Insurance Provision. The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

8. Legal Proceedings. Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

9. Recording. Grantee will record at its sole cost and expense this Easement in the real property records of **King** County, Washington. Grantee shall file a release of this Easement at its sole cost and expense at the termination of this Easement.

EXHIBIT "A"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALY FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

Earl J. Bone 1/10/19

EXHIBIT "B"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

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Earl J. Bone 1/10/19

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.

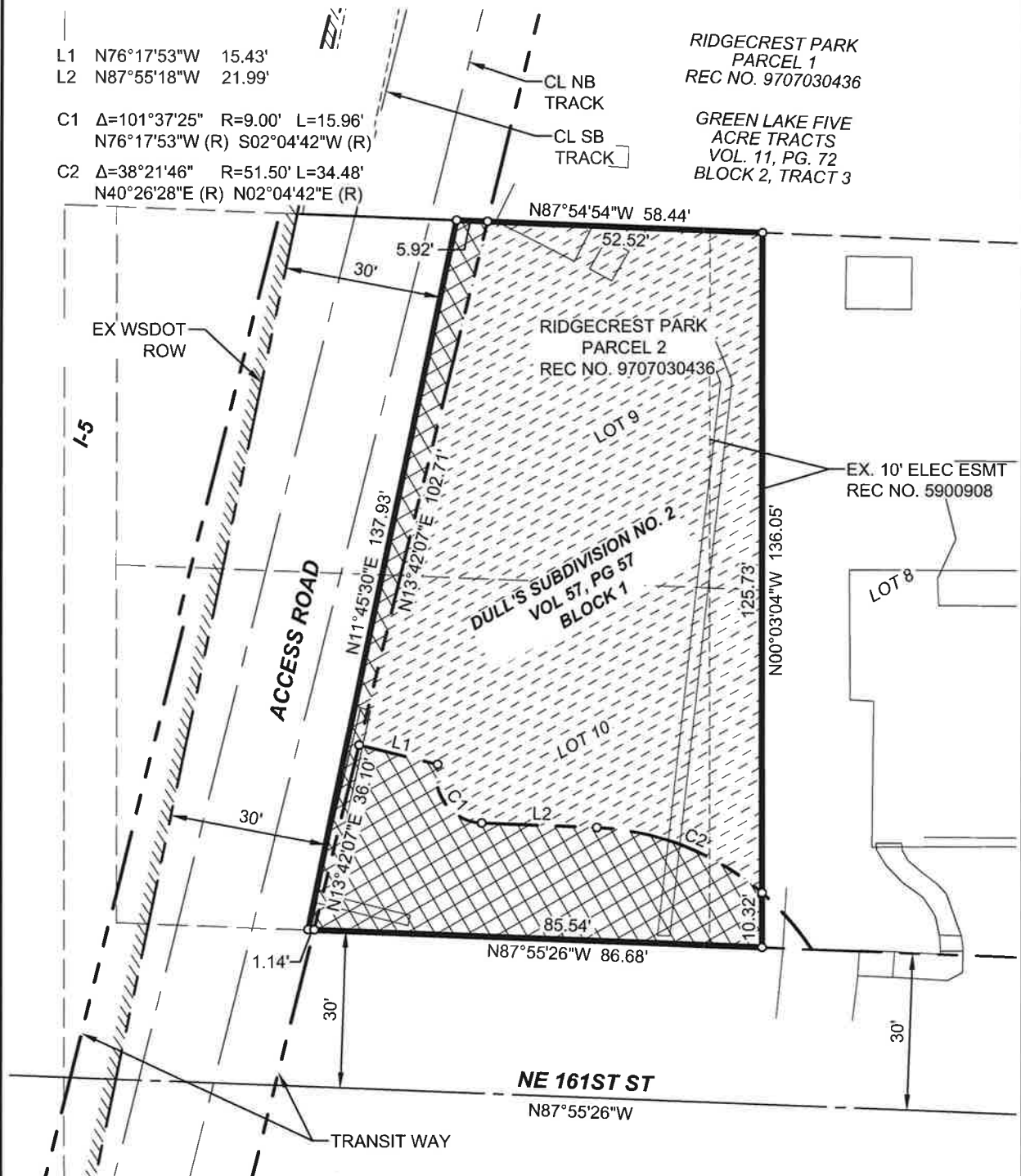
L1 N76°17'53"W 15.43'
L2 N87°55'18"W 21.99'

C1 Δ=101°37'25" R=9.00' L=15.96'
N76°17'53"W (R) S02°04'42"W (R)

C2 Δ=38°21'46" R=51.50' L=34.48'
N40°26'28"E (R) N02°04'42"E (R)

RIDGECREST PARK
PARCEL 1
REC NO. 9707030436

GREEN LAKE FIVE
ACRE TRACTS
VOL. 11, PG. 72
BLOCK 2, TRACT 3



LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



SHEET 1 OF 3

SOUNDTRANSIT

**HNTB
Jacobs**

LINK LIGHT RAIL TRANSIT SYSTEM

EARL J. BONE
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR
19429
5/7/19

PARCEL AREA:	9,866 SF	CONST ESMT:	7,496 SF
FEE TAKE AREA:	2,370 SF		
REMAINING AREA:	7,496 SF		
EXHIBIT "C"			
R/W NO. LL-180 PARCEL MAP			
ASSESSOR NO.:	2111600046	DATE:	5/7/2019
OWNER: CITY OF SHORELINE			
BLOCK NO.:	1	LOT NO.:	9 & 10
CITY OF SHORELINE		KING COUNTY, WA	

EXHIBIT "A"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

Earl J. Bone 1/10/19

EXHIBIT "B"

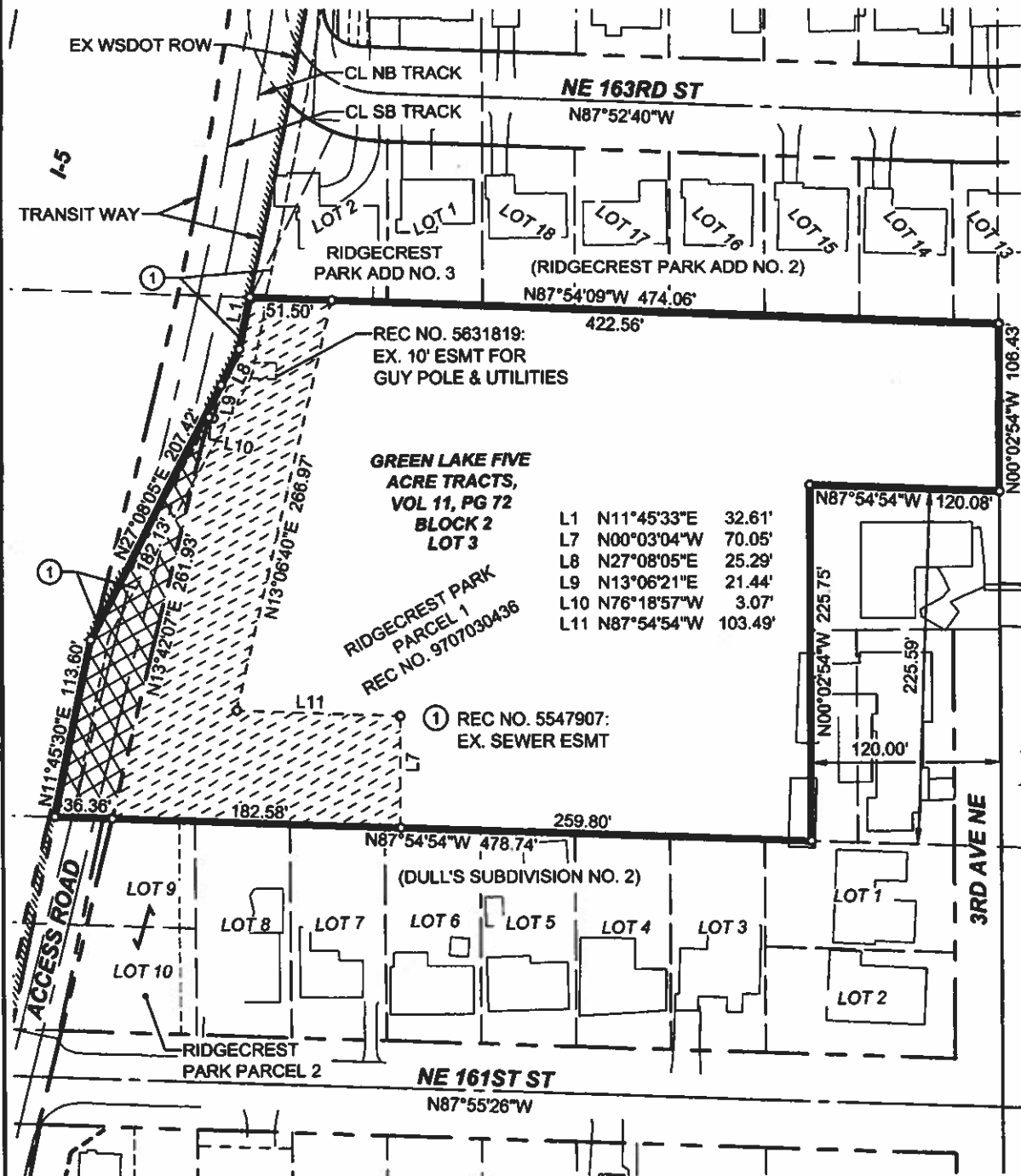
R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

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Earl J. Bone 1/10/19

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

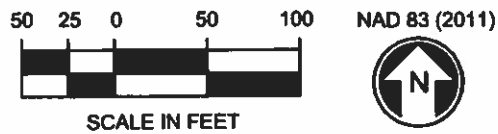
NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



**GREEN LAKE FIVE
ACRE TRACTS,
VOL 11, PG 72
BLOCK 2
LOT 3**

- L1 N11°45'33"E 32.61'
- L7 N00°03'04"W 70.05'
- L8 N27°08'05"E 25.29'
- L9 N13°06'21"E 21.44'
- L10 N76°18'57"W 3.07'
- L11 N87°54'54"W 103.49'

LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



SHEET 1 OF 4

SOUNDTRANSIT

HNTB Jacobs
Trusted design and build partners

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA:	153,238 SF	CONST ESMT:	27,621 SF
FEE TAKE AREA:	7,439 SF		
REMAINDER AREA:	145,799 SF		
EXHIBIT "C"			
R/W NO. LL-181 PARCEL MAP			
ASSESSOR NO.:	2881700193	DATE:	1/15/2019
OWNER:	CITY OF SHORELINE		
BLOCK NO.:	2	LOT NO.:	3
CITY OF SHORELINE		KING COUNTY, WA	

WHEN RECORDED RETURN TO:

Sound Transit
 Real Property Division
 401 S. Jackson Street
 Seattle, WA 98104-2826

UTILITIES EASEMENT

Grantor(s): City of Shoreline

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

Assessor's Tax Parcel No(s): 2111600046 & 2881700193

ROW No(s): LL180 & LL181

City of Shoreline, a municipal corporation ("Grantor") is the owner of real property located in the City of **Shoreline** commonly known as **Ridgecrest Park, 108 NE 161st Street, Shoreline, WA 98155**, and more particularly described in the legal description attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the **Lynnwood Link Extension** ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

AGREEMENT

1. Grant of Easement. Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a permanent utilities easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit "B"** and depicted in the attached **Exhibit "C"** ("Easement Area").

2. Purpose of Easement. Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for purposes including, but not limited to, the construction, operation, inspection, maintenance, replacement, improvement, removal, and use of utilities and associated appurtenances ("Grantee's Work"). Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. Restoration. If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

ROW #: LL180 & LL181

Utilities Easement
 Form approved by Civil 10/06/17
 Last saved by Tanya M. Johnson on 6/14/19

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

4. Grantor's Use of Easement Area. Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

5. Representations and Indemnifications. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

6. Binding Effect. This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

7. Insurance. During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

Commercial General Liability. Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

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

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

Other Insurance Provision. The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

8. **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

9. **Condemnation.** This Easement is granted under the threat of condemnation.

10. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

EXHIBIT "A"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALY FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

Earl J. Bone 1/10/19

EXHIBIT "B"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Sewer Easement Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")
DESCRIBED AS FOLLOWS:

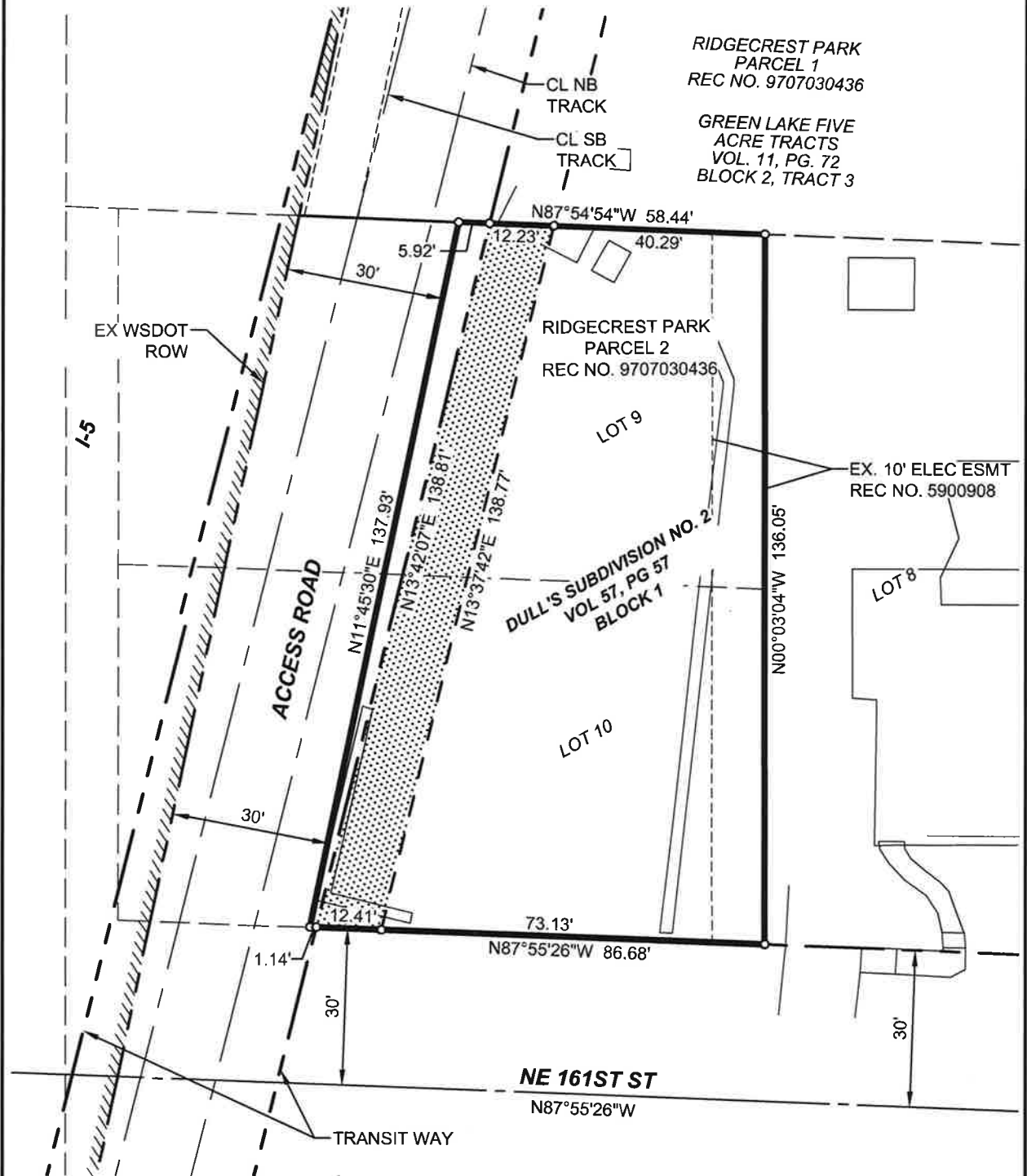
COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, A DISTANCE OF
73.13 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING N87°55'26"W ALONG SAID SOUTH LINE, A DISTANCE OF 12.41 FEET;
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S
PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH
LINE, FROM THE NORTHEAST CORNER THEREOF;
THENCE S87°54'54"E ALONG SAID NORTH LINE A DISTANCE OF 12.23 FEET;
THENCE S13°37'42"W A DISTANCE OF 138.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,675 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

SEWER EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



PERMANENT ESMT

SHEET 3 OF 3

SOUNDTRANSIT

HNTB Jacobs Trusted design partners

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

JIM ALBERT
STATE OF WASHINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
42683
1-15 2019

PARCEL AREA: 9,866 SF	SEWER ESMT: 1,675 SF
EXHIBIT "C"	
R/W NO. LL-180 PARCEL MAP	
ASSESSOR NO.: 2111600046	DATE: 1/15/2019
OWNER: CITY OF SHORELINE	
BLOCK NO.: 1	LOT NO.: 9 & 10
CITY OF SHORELINE KING COUNTY, WA	

EXHIBIT "A"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

Earl J. Bone 1/10/19

EXHIBIT "B"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Sewer Easement Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")
DESCRIBED AS FOLLOWS:

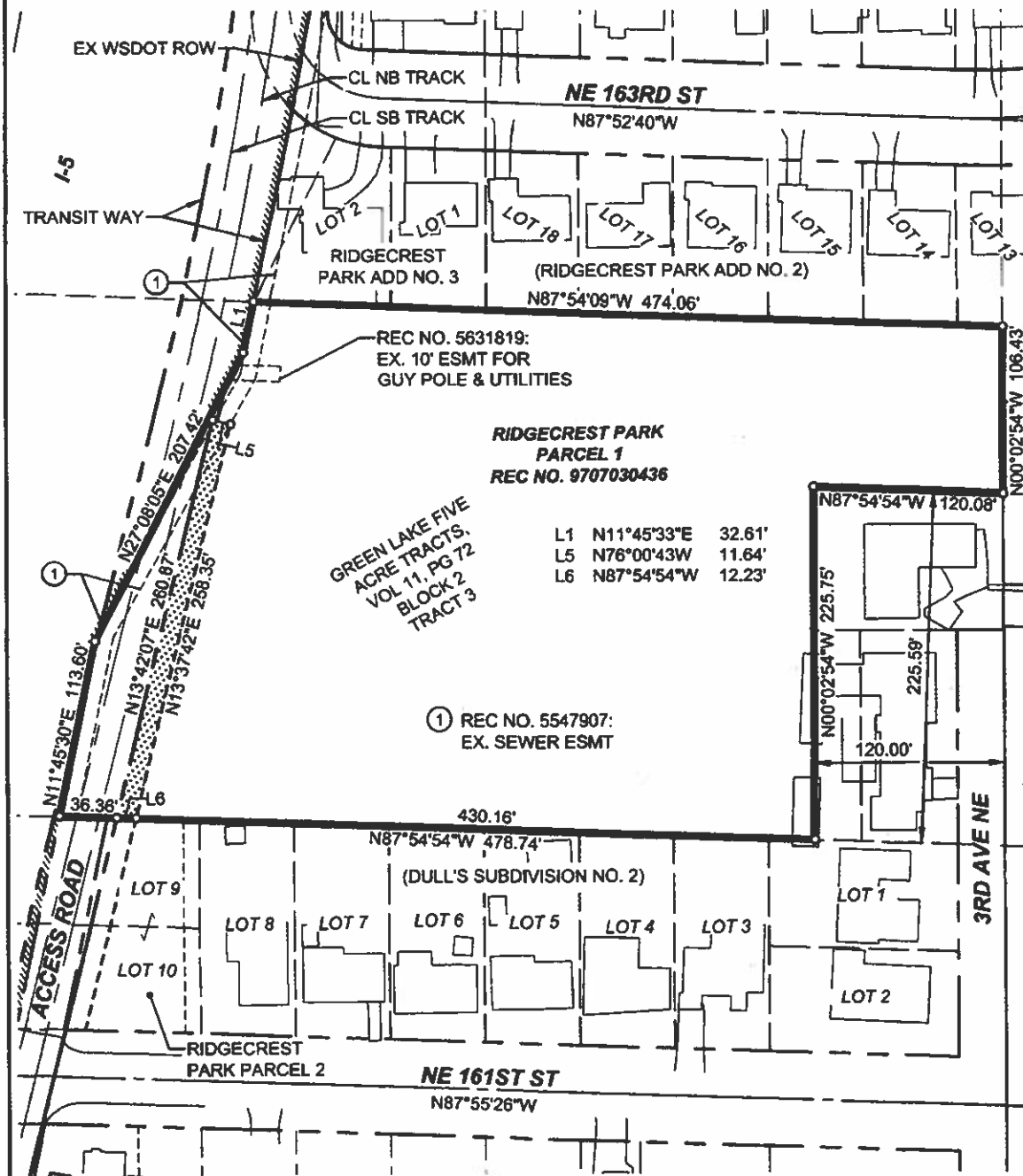
COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 430.15
FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING S87°54'54"E ALONG SAID LINE A DISTANCE OF 12.23 FEET;
THENCE N13°42'07"E A DISTANCE OF 260.87 FEET;
THENCE S76°00'43"E A DISTANCE OF 11.64 FEET TO THE EASTERLY LINE OF THE EXISTING
SEWER EASEMENT RECORDED UNDER RECORDING NUMBER 5547907;
THENCE S13°37'42"W A DISTANCE OF 258.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,067 SQUARE FEET, MORE OR LESS.

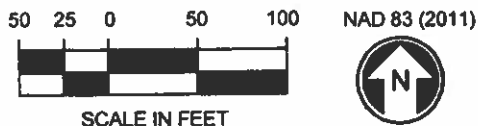
Earl J. Bone 1/10/19

SEWER EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



PERMANENT ESMT

SHEET 4 OF 4

SOUND TRANSIT

FINAL DESIGN PARTNERS.

LN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 153,238 SF
SEWER ESMT: 3,067 SF
EXHIBIT "C"
R/W NO. LL-181 PARCEL MAP
ASSESSOR NO.: 2881700193 DATE: 02/12/2018
OWNER: CITY OF SHORELINE
BLOCK NO.: N/A LOT NO.: PARCEL 1
CITY OF SHORELINE KING COUNTY, WA

WHEN RECORDED RETURN TO:

Sound Transit
 Real Property Division
 401 S. Jackson Street
 Seattle, WA 98104-2826

WALL MAINTENANCE EASEMENT

Grantor(s): City of Shoreline

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

Assessor's Tax Parcel No(s): 2111600046 & 2881700193

ROW No(s): LL180 & LL181

City of Shoreline, a municipal corporation ("Grantor"), is the owner of real property located in the City of Shoreline commonly known as **Ridgecrest Park, 108 NE 161st Street, Shoreline, WA 98155**, and more particularly described in the legal descriptions attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the East Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants to Grantee, its successors and/or assigns, a permanent Wall Maintenance Easement within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit "B"**, and depicted in the attached **Exhibit "C"** ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for purposes of inspection, maintenance, and repair of a wall system, which will include but not be limited to sub-surface drainage, located on Grantee's property ("Grantee's Work"). In the event, trees or vegetation located on Grantor's Property adversely impacts the wall system or the light rail system, the Grantee, after reasonable notification and approval by the Grantor, may trim such vegetation as necessary. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

ROW #: LL180 & LL181

Wall Footing and Maintenance Easement
 Form approved by Civil 3/13/2018
 Last saved by Tanya M. Johnson 6/14/2019

3. **Restoration.** If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

4. **Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

5. **Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.25.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

6. **Binding Effect.** . This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and insures to the benefit of Grantee, its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

7. **Insurance.** During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

Commercial General Liability. Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

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

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

Other Insurance Provision. The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

8. **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

9. **Condemnation.** This Easement is granted under the threat of condemnation.

10. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 201_____.

Grantor: **City of Shoreline**

By: Debbie Tarry

Its: City Manager

Approved as to Form:

By _____

Margaret J. King, City Attorney

Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that Debbie Tarry is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the City Manager of the City of Shoreline to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT "A"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

Earl J. Bone 1/10/19

EXHIBIT "B"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Wall & Maintenance Easement Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") BEING A STRIP OF LAND 10.00 FEET IN WIDTH, THE **WESTERLY** LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, A DISTANCE OF 85.54 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED **LINE**;
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE **END** OF THE HEREIN DESCRIBED **LINE**.

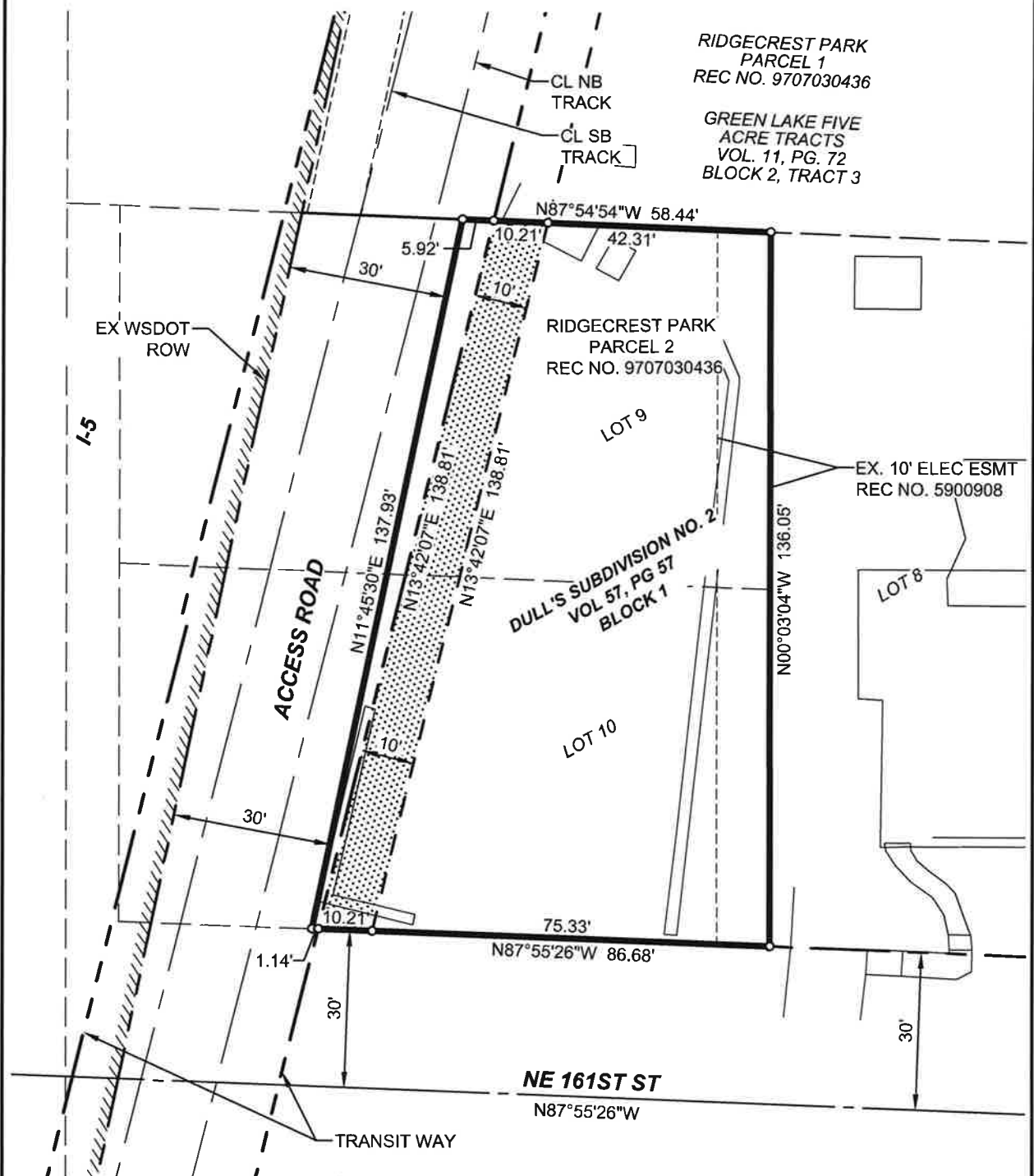
THE EASTERLY LINE OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE IN THE NORTH AND SOUTH LINES OF GRANTOR'S PARCEL.

CONTAINING 1,388 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

WALL & MAINTENANCE EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



PERMANENT ESMT

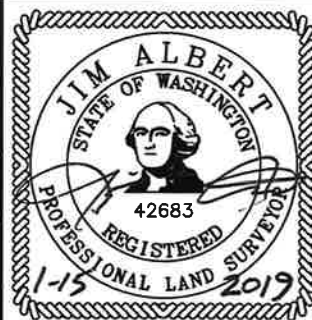
SHEET 2 OF 3

SOUNDTRANSIT

HNTB Jacobs trusted design partners

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 9,866 SF
WALL ESMT: 1,388 SF

EXHIBIT "C"
R/W NO. LL-180 PARCEL MAP

ASSESSOR NO.: 2111600046 DATE: 1/15/2019
OWNER: CITY OF SHORELINE
BLOCK NO.: 1 LOT NO.: 9 & 10
CITY OF SHORELINE KING COUNTY, WA

EXHIBIT "A"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

Earl J. Bone 4/10/19

EXHIBIT "B"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Wall & Maintenance Easement Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING BETWEEN THE FOLLOWING DESCRIBED LINES:

EAST SIDE LINE:

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 432.17 FEET
TO THE POINT OF BEGINNING;
THENCE N13°42'07"E A DISTANCE OF 259.87 FEET;
THENCE S76°18'57"E A DISTANCE OF 2.97 FEET;
THENCE N12°59'58"E A DISTANCE OF 79.53 FEET TO THE NORTH LINE OF GRANTOR'S
PARCEL, BEING THE END OF THE HEREIN DESCRIBED EAST SIDE LINE;

WEST SIDE LINE:

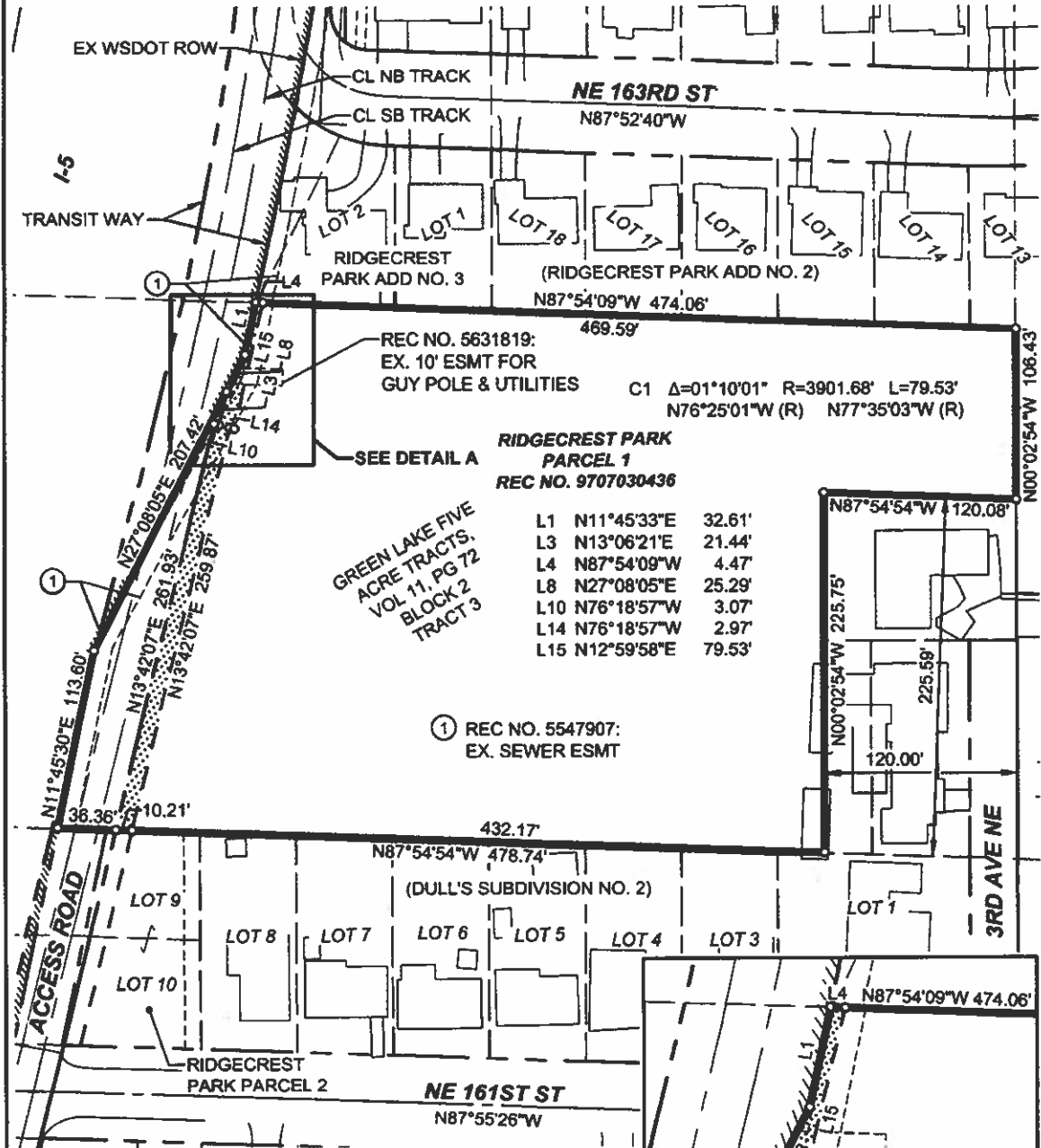
COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 442.38 FEET
TO THE POINT OF BEGINNING;
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF GRANTOR'S PARCEL,
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5;
THENCE NORTHERLY ALONG SAID WEST LINE AND MARGIN TO THE NORTHWEST CORNER
OF GRANTOR'S PARCEL, BEING THE END OF THE HEREIN DESCRIBED WEST SIDE LINE.

CONTAINING 3,121 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

WALL & MAINTENANCE EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



REC NO. 5631819:
EX. 10' ESMT FOR
GUY POLE & UTILITIES C1 Δ=01°10'01" R=3901.68' L=79.53'
N76°25'01"W (R) N77°35'03"W (R)

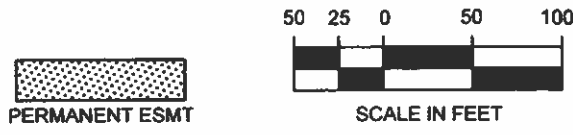
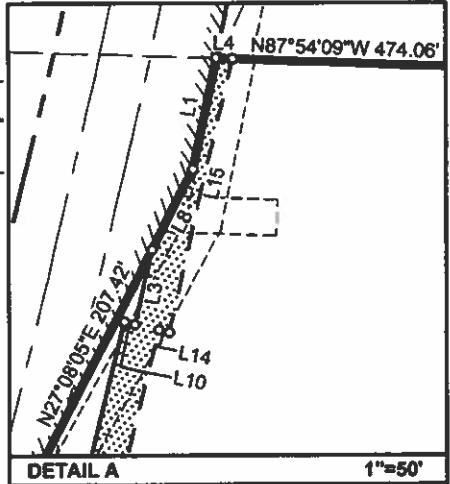
**RIDGECREST PARK
PARCEL 1
REC NO. 9707030436**

L1	N11°45'33"E	32.61'
L3	N13°06'21"E	21.44'
L4	N87°54'09"W	4.47'
L8	N27°08'05"E	25.29'
L10	N76°18'57"W	3.07'
L14	N76°18'57"W	2.97'
L15	N12°59'58"E	79.53'

SEE DETAIL A
**GREEN LAKE FIVE
ACRE TRACTS,
VOL 11, PG 72
BLOCK 2
TRACT 3**

① REC NO. 5547907:
EX. SEWER ESMT

LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



NAD 83 (2011)



SHEET 3 OF 4

 SOUNDTRANSIT	 EARL J. BONE STATE OF WASHINGTON REGISTERED 19429 PROFESSIONAL LAND SURVEYOR	PARCEL AREA: 153,238 SF WALL ESMT: 3,121 SF
 FINAL DESIGN PARTNERS.	EXHIBIT "C" R/W NO. LL-181 PARCEL MAP	
 L & A LIN & ASSOCIATES LINK LIGHT RAIL TRANSIT SYSTEM	ASSESSOR NO.: 2881700193 DATE: 02/12/2018 OWNER: CITY OF SHORELINE BLOCK NO.: N/A LOT NO.: PARCEL 1 CITY OF SHORELINE KING COUNTY, WA	

WHEN RECORDED RETURN TO:

Sound Transit
 Real Property Division
 401 S. Jackson Street
 Seattle, WA 98104-2826

SUBSURFACE ANCHORS EASEMENT

Grantor(s): City of Shoreline

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

Assessor's Tax Parcel No(s): 2881700193

ROW No(s): LL181

City of Shoreline, a municipal corporation ("Grantor") is the owner of real property located in the City of **Shoreline** commonly known as **Ridgecrest Park, 108 NE 161st Street, Shoreline, WA 98155**, and more particularly described in the legal description attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the **Lynnwood Link Extension** ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

AGREEMENT

1. Grant of Easement. Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a permanent subsurface anchors easement ("Easement") under the surface of and through the Property, more particularly described in the attached **Exhibit "B"** and depicted in the attached **Exhibit "C"** ("Easement Area").

2. Purpose of Easement. Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for the purpose of drilling and installation of subsurface anchors to be installed from adjacent property ("Grantee's Work"). Grantee shall have the right to install subsurface anchors within the Easement Area, as depicted in Exhibit "C". Grantee will assure that the drilling and installation of subsurface anchors will not interfere with utilities. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. Restoration. If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as

ROW #: LL181

Subsurface Anchors Easement
 Form approved by Civil 05/15/18
 Last saved by Tanya M. Johnson on 6/14/19

negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

4. Grantor's Use of Easement Area. Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

5. Representations and Indemnifications. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

6. Binding Effect. This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

7. Insurance. During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

Commercial General Liability. Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

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

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

Other Insurance Provision. The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage

maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

8. Legal Proceedings. Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

9. Condemnation. This Easement is granted under the threat of condemnation.

10. Recording. Grantee will record this Easement in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 201____.

Day

Month

Year

Grantor: **City of Shoreline, a municipal corporation**

By: _____

Debbie Tarry

Its: City Manager

Approved as to Form:

By _____

Margaret J. King, City Attorney

Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON

}

} SS.

COUNTY OF **KING**

}

I certify that I know or have satisfactory evidence that Debbie Tarry is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the _____ and _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

Dated and signed on this _____ day of _____, 201____.

Day

Month

Year

Grantee: Central Puget Sound Regional Transit Authority

By: _____

Its: _____

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized
to execute the instrument and acknowledged it as the
_____ of **CENTRAL PUGET
SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for the
uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT "A"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

Earl J. Bone 4/10/19

EXHIBIT "B"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Subsurface Anchor Easement Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")
DESCRIBED AS FOLLOWS:

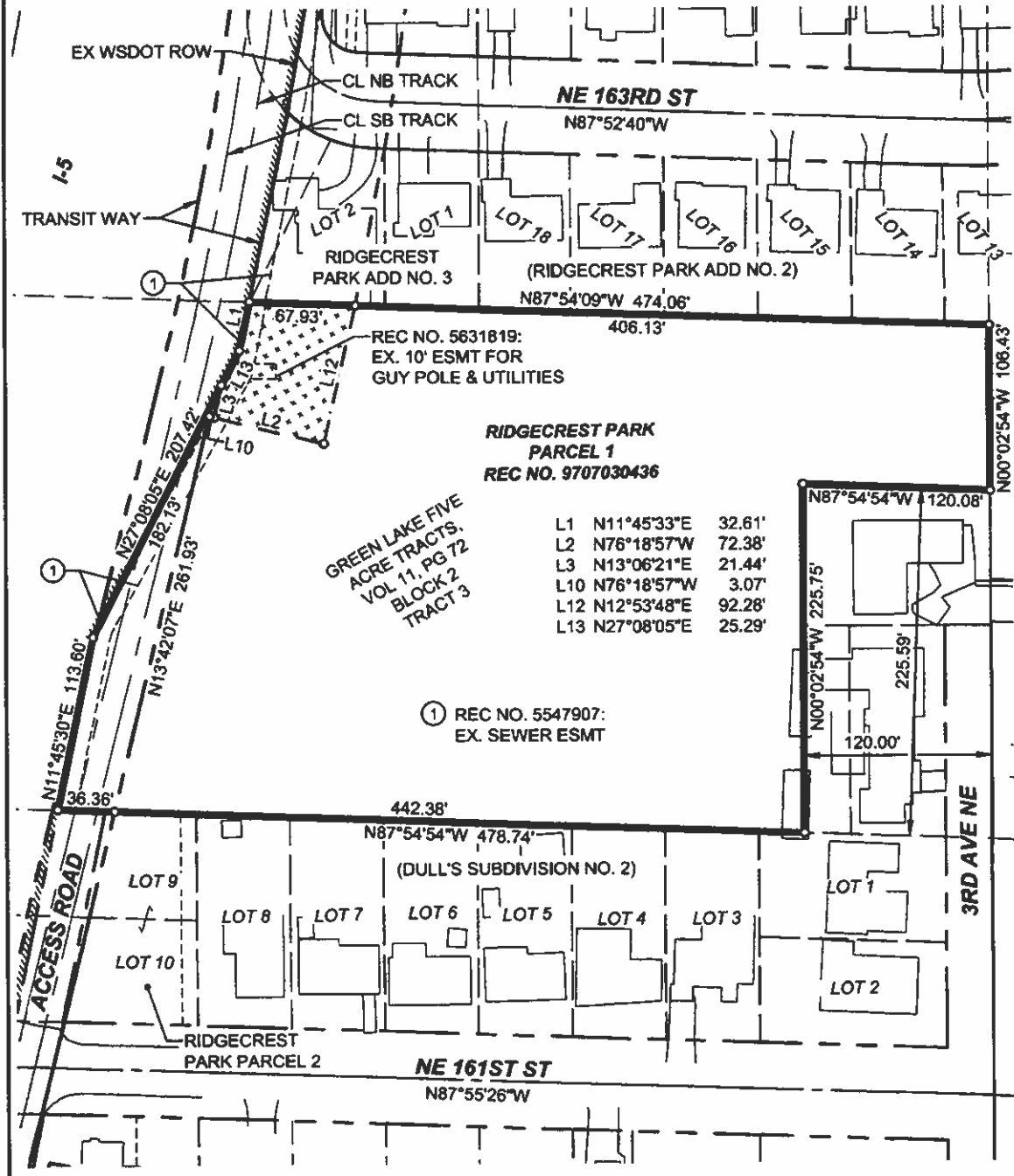
COMMENCING AT THE NORTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°54'09"W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 406.13
FEET TO THE **POINT OF BEGINNING**;
THENCE S12°53'48"W A DISTANCE OF 92.28 FEET;
THENCE N76°18'57"W A DISTANCE OF 72.38 FEET;
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5;
THENCE NORTHERLY ALONG SAID WEST LINE AND MARGIN TO THE NORTHWEST
CORNER OF GRANTOR'S PARCEL;
THENCE S87°54'09"E ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 67.93 FEET
TO THE **POINT OF BEGINNING**;

CONTAINING 5,873 SQUARE FEET, MORE OR LESS.

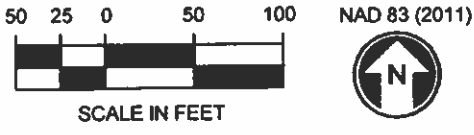
Earl J. Bone 1/10/19

SUBSURFACE ANCHOR EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



SUBSURFACE ESMT

SHEET 2 OF 4

SOUNDTRANSIT

FINAL DESIGN PARTNERS.

LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 153,238 SF
SUBSURFACE ESMT: 5,873 SF
EXHIBIT "C"
R/W NO. LL-181 PARCEL MAP
ASSESSOR NO.: 2881700193 DATE: 02/12/2018
OWNER: CITY OF SHORELINE
BLOCK NO.: N/A LOT NO.: PARCEL 1
CITY OF SHORELINE KING COUNTY, WA

WHEN RECORDED RETURN TO:

Sound Transit
 Real Property Division
 401 S. Jackson Street
 Seattle, WA 98104-2826

MEMORANDUM OF POSSESSION AND USE AGREEMENT

Grantor(s): City of Shoreline

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

Assessor's Tax Parcel No(s): 2111600046 & 2881700193

ROW No(s): LL180 & LL181

THIS MEMORANDUM OF POSSESSION AND USE AGREEMENT (this "Memorandum") is made and entered into effect as of the last date signed below by and between Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington ("Sound Transit"), and City of Shoreline, a Washington municipal corporation ("Owner").

1. Property. Owner is the owner of certain real property located in **Shoreline**, Washington, **King** County Tax Parcel No. 2111600046 & 2881700193, and having an address of 108 NE 161st Street, Shoreline, Washington 98155 (the "Property"). The Property is legally described in **Exhibit A** hereto.

2. Project. Sound Transit is authorized pursuant to Sound Transit Board Resolution No. **R2017-19** to acquire a portion of the Property for its Lynnwood Link light rail project and its related facilities (the "Project").

3. Possession and Use. Pursuant to that certain Administrative Possession and Use Agreement (the "Agreement") dated **Insert Date of Admin P&U** the Owner has granted to Sound Transit, for purposes of the Project, possession and use of a certain portion of the Property (the "Portion") as legally described in **Exhibit B** and depicted on **Exhibit C** hereto.

4. Term: The term of the Agreement shall run from the date the Agreement is last signed through to the date the title to the Portion transfers to Sound Transit whether by deed, or decree, or by court order of immediate possession and use.

5. Public Use and Necessity. Sound Transit and the Owner have agreed that the Portion is necessary for public use. If it becomes necessary for Sound Transit to institute condemnation proceedings, the Owner has waived any objection to the entry of an Order Adjudicating Public Use and Necessity and stipulated and acknowledges that the Agreement shall be treated as accorded the same effect as an Order for Immediate Possession and Use.

6. Purpose of Memorandum. This Memorandum is prepared for the purpose of recordation to give notice of the Agreement and certain rights thereunder, and shall not be construed to define, limit, amend or modify the Agreement. In the event of a conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall control. This Memorandum may be executed in counterparts.

(Signatures on following page)

Dated and signed on this _____ day of _____, 201____.

Day

Month

Year

Grantor: **City of Shoreline, a municipal corporation**

By: _____

Debbie Tarry

Its: _____

City Manager

Approved as to Form:

By _____

Margaret J. King, City Attorney

Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON

}
} SS.
}

COUNTY OF KING

I certify that I know or have satisfactory evidence that Debbie Tarry is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the City Manager of the City of Shoreline, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

DRAFT

EXHIBIT A

Legal Description of the Property

DRAFT

EXHIBIT "A"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

EXHIBIT "A"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

Earl J. Bone 4/10/19

EXHIBIT "B"

Legal Description of the Portion (Fee Take and Easement Areas)

DRAFT

EXHIBIT "B"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE END OF THE HEREIN DESCRIBED LINE.

CONTAINING 481 SQUARE FEET, MORE OR LESS

TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET;
THENCE N13°42'07"E A DISTANCE OF 36.10 FEET;
THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N76°17'53"W;
THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET;
THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.50 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'46", AN ARC DISTANCE OF 34.48 FEET TO THE EAST LINE OF GRANTOR'S PARCEL;
THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,889 SQUARE FEET, MORE OR LESS

ALL CONTAINING 2,370 SQUARE FEET, MORE OR LESS.

Earl J. Bone 5/7/19

EXHIBIT "B"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")
LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHERLY-MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL,
(BEING THE SOUTHWEST CORNER OF THE EAST 120 FEET OF THE SOUTH 225.59 FEET OF
LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING
TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY,
WASHINGTON);
THENCE N87°54'54"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF
442.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5, AND THE END OF THE
HEREIN DESCRIBED LINE.

CONTAINING 7,439 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

Exhibit C

Depitction of the Portion (Fee Take and Easement Areas)

DRAFT

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.

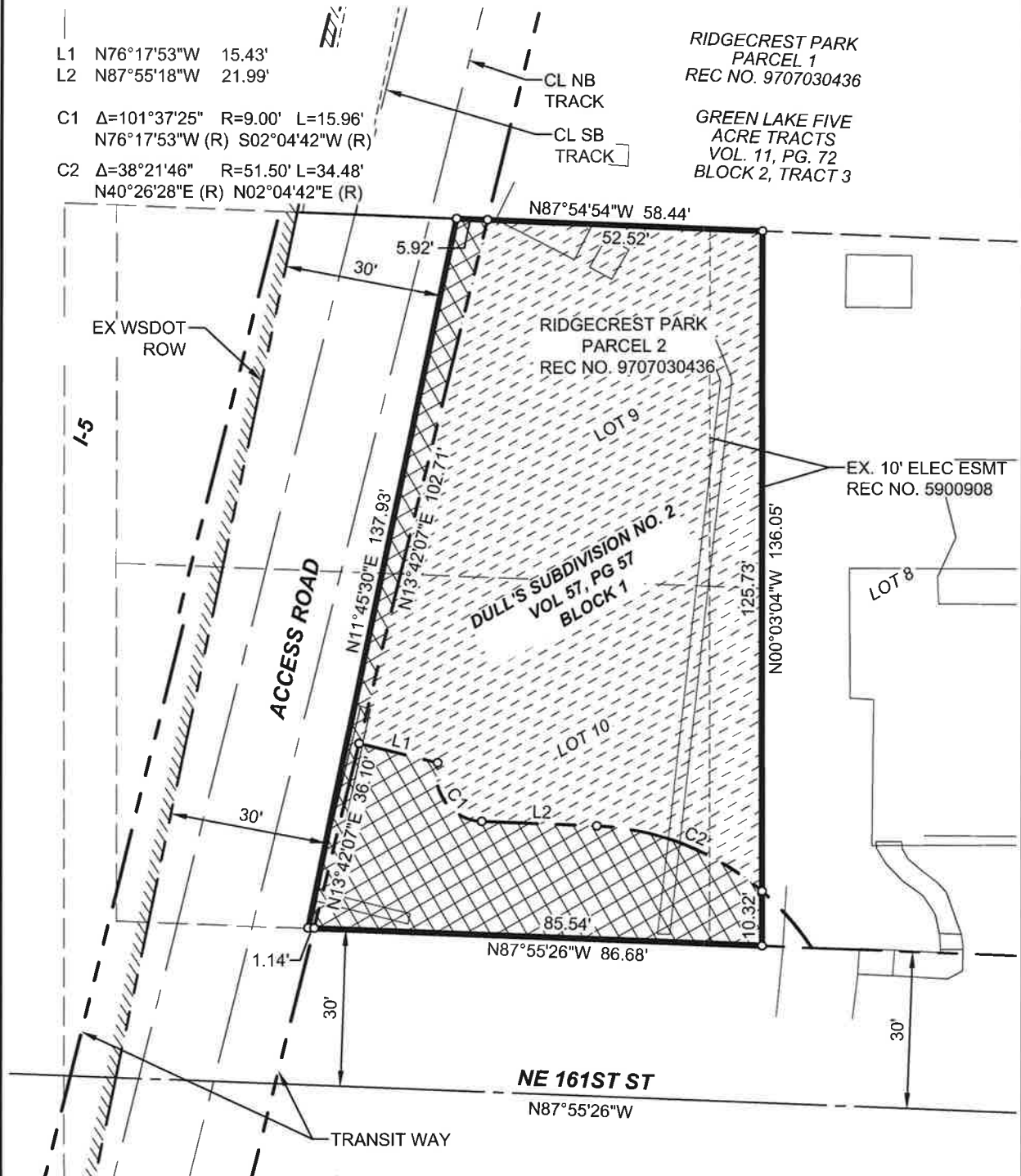
L1 N76°17'53"W 15.43'
L2 N87°55'18"W 21.99'

C1 Δ=101°37'25" R=9.00' L=15.96'
N76°17'53"W (R) S02°04'42"W (R)

C2 Δ=38°21'46" R=51.50' L=34.48'
N40°26'28"E (R) N02°04'42"E (R)

RIDGECREST PARK
PARCEL 1
REC NO. 9707030436

GREEN LAKE FIVE
ACRE TRACTS
VOL. 11, PG. 72
BLOCK 2, TRACT 3



LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



NAD 83 (2011)



TEMP CONST ESMT

FEE TAKE

SHEET 1 OF 3

SOUNDTRANSIT

HNTB Jacobs Trusted design partners

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 9,866 SF CONST ESMT: 7,496 SF
FEE TAKE AREA: 2,370 SF
REMAINING AREA: 7,496 SF

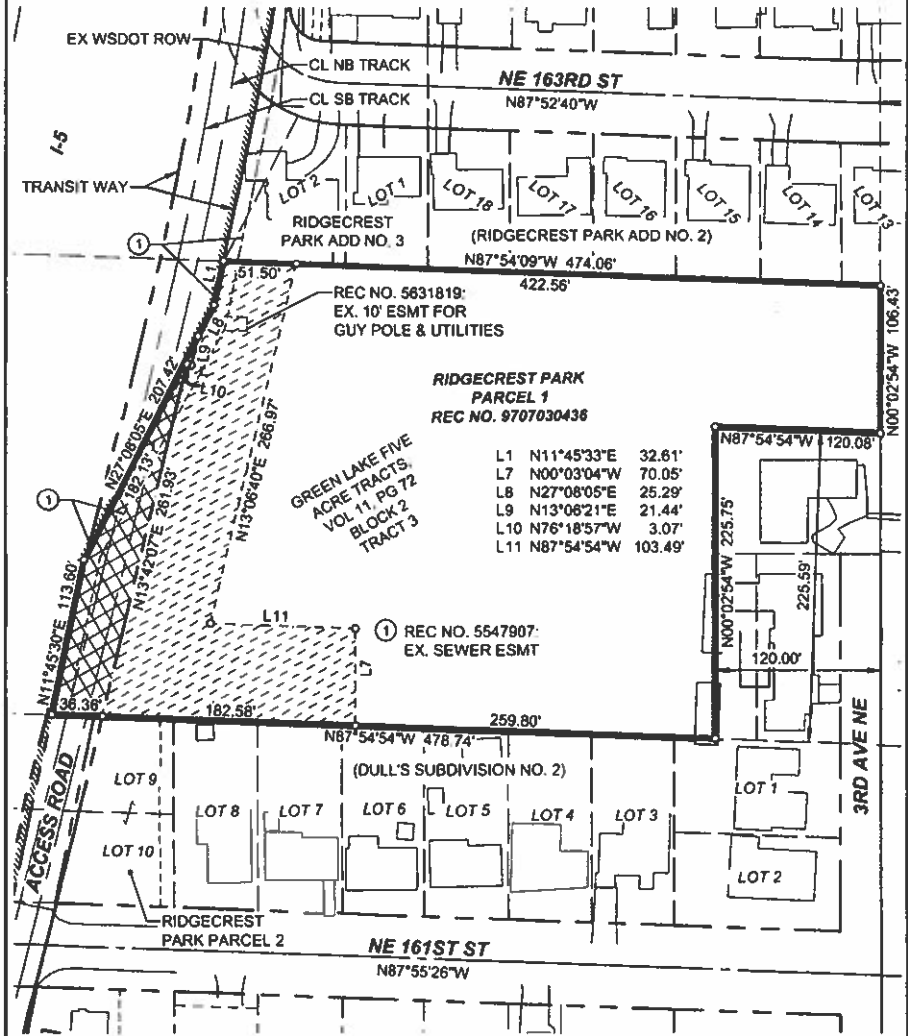
EXHIBIT "C"
R/W NO. LL-180 PARCEL MAP

ASSESSOR NO.: 2111600046 DATE: 5/7/2019
OWNER: CITY OF SHORELINE

BLOCK NO.: 1 LOT NO.: 9 & 10
CITY OF SHORELINE KING COUNTY, WA

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



REC NO. 5631819:
EX. 10' ESMT FOR
GUY POLE & UTILITIES

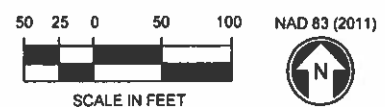
RIDGECREST PARK
PARCEL 1
REC NO. 9707030436

GREEN LAKE FIVE
ACRE TRACTS:
VOL 11, PG 72
BLOCK 2
TRACT 3

- L1 N11°45'33"E 32.81'
- L7 N00°03'04"W 70.05'
- L8 N27°08'05"E 25.29'
- L9 N13°08'21"E 21.44'
- L10 N76°18'57"W 3.07'
- L11 N87°54'54"W 103.49'

REC NO. 5547907:
EX. SEWER ESMT

LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



SHEET 1 OF 4

<p>SOUND TRANSIT</p> <p>FINAL DESIGN PARTNERS.</p> <p>L & A LIN & ASSOCIATES</p> <p>LINK LIGHT RAIL TRANSIT SYSTEM</p>		PARCEL AREA: 153,238 SF CONST ESMT: 27,621 SF FEE TAKE AREA: 7,439 SF REMAINDER AREA: 145,799 SF
		<p align="center">EXHIBIT "C" RAW NO. LL-181 PARCEL MAP</p> ASSESSOR NO.: 2881700193 DATE: 02/12/2018 OWNER: CITY OF SHORELINE BLOCK NO.: N/A LOT NO.: PARCEL 1 CITY OF SHORELINE KING COUNTY, WA

ADMINISTRATIVE POSSESSION AND USE AGREEMENT

This Administrative Possession and Use Agreement (this “Agreement”) is made and entered into by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority, and its successors and assigns (“Sound Transit”), and **City of Shoreline, a municipal corporation** (“Owner”). This Agreement is and shall be effective as of the date last signed below (“Effective Date”). Sound Transit and Owner may be referred to as “Party” or collectively as “Parties.”

RECITALS

- A. Owner is the owner of certain real property located in **Shoreline** Washington, identified as **King** County Tax Parcel No. **2111600046 & 2881700193** and having an address of 108 NE 161st Street, Shoreline, Washington 98155 (the “Property”). The Property is legally described in **Exhibit A** hereto.
- B. Sound Transit is authorized pursuant to Sound Transit Board Resolution No. **R2017-19** to acquire the Property for its **Lynnwood** Link light rail project and its related facilities (the “Project”).
- C. Sound Transit has offered to purchase a certain portion of the Property from Owner under threat of eminent domain (the “Portion”) as legally described in **Exhibit B** and depicted on **Exhibit C** hereto. **Compensation for the Portion shall be in the form of property replacement and improvements to the Property as stipulated in the March 8, 2018, Ridgecrest Park Letter of Concurrence Between the City of Shoreline and Sound Transit.**
- D. Sound Transit and Owner have not yet come to an agreement as to the final design of improvements and property replacement timing of the Compensation, but intend to continue negotiating to work toward a mutually agreeable resolution so as to ensure just compensation is provided to the Owner for the Portion.
- E. Pending such negotiations, the Parties have agreed that Owner will deliver immediate possession and use of the Portion to Sound Transit as provided for herein.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Compensation.** As soon as practicable after the Effective Date, but no later than December 31, 2022, Sound Transit shall compensate the Owner in the form of property replacement and improvements as stipulated in the March 8, 2018 Ridgecrest Park 4(f) Letter of Concurrence between the City of Shoreline and Sound Transit (**Exhibit D**) and consistent with Conditions of Approval E(1), E(2), and J(5) set forth in the May 31, 2019 approval of Special Use Permit SPL18-0140 (**Exhibit E**). The March 8 Letter and the Conditions of Approval are attached hereto and incorporated by reference.
2. **Use and Possession.** On the Effective Date, Sound Transit shall be deemed to have, and Owner shall be deemed to have surrendered and conveyed, immediate possession and use of the Portion. The Date of Value for the determination of just compensation to be paid for the

Portion shall be the Effective Date. Interest shall be awarded on the difference, if any, between the value on the Effective Date and the final award of just compensation for the Portion, as determined at trial by the court or jury, as the case may be. Interest, if any, shall be calculated at a rate of eight percent (8%) per annum from the Date of Value until the date of payment of the final award of just compensation for the Portion as determined at trial.

3. **No Waiver.** Execution of this Agreement shall not waive Owner's right to seek compensation for the Portion above and beyond the Compensation contemplated in Paragraph 1.

4. **Acquisition of the Property.** Owner and Sound Transit shall continue negotiations regarding the just compensation to which Owner is entitled for the Portion. If Owner and Sound Transit reach agreement in this regard, the Parties shall enter into a purchase and sale agreement and Owner shall convey the Portion to Sound Transit via statutory warranty deed. The parties shall cooperate in negotiating, executing, and delivering such documents, along with any and all additional documents and agreements that are reasonably necessary to accomplish the conveyance contemplated herein. Should Owner and Sound Transit be unable to reach agreement regarding the just compensation to which Owner is entitled for the Portion, Sound Transit may at any time, in its sole discretion, formally initiate eminent domain proceedings to determine the just compensation to be paid for the Portion and to obtain a judgment and decree of appropriation for the Portion.

5. **Public Use.** Owner acknowledges and agrees that the Project is for a public purpose, that there is public use and necessity for Sound Transit's acquisition of the Portion, and that Sound Transit is acquiring the Portion under threat of eminent domain pursuant to Washington state law. Owner hereby waives any objection to entry of an order and judgment adjudicating public use and necessity in the event Sound Transit commences formal eminent domain proceedings, and shall stipulate to entry of such order upon request by Sound Transit.

6. **Order of Immediate Possession and Use; Attorney Fees.** Owner hereby stipulates and agrees that, upon the commencement of formal eminent domain proceedings, Sound Transit may ask the Court to enter an agreed order for immediate possession and use of the Portion, and Sound Transit may file a copy of this Agreement as full and complete evidence of Owner's consent to entry of such agreed order. Owner shall join in the motion if requested. Sound Transit acknowledges and agrees that Owner's execution and delivery to Sound Transit of, and performance of its obligations under, this Agreement satisfies the statutory requirements of RCW 8.25.070(3) and that Owner may, if the other requirements of RCW 8.25.070 are met, be entitled to an award of fees and costs pursuant to that statute if this matter proceeds to trial.

7. **Indemnity.** Sound Transit shall defend, indemnify, and hold harmless Owner from any and all claims, injuries, damages, losses, suits, and expenses, including attorneys' fees, for loss or liability made against or incurred by Owner by any person or entity related to or arising from Sound Transit's possession and use of the Portion as provided in this Agreement, including without limitation those arising out of bodily injury, property damage, or any fine, assessment, or penalty.

8. **Notices.** All notices, demands, requests or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given if addressed to the party to receive same at its address set forth below, by certified mail, return receipt requested, by hand delivery, by reputable overnight courier service, or by

facsimile with receipt confirmed. Any party may, by notice given in accordance with this Section, designate a different address for notices, demands, requests and any other communications. Notices, demands, requests and other communications shall be deemed given as follows: (i) when duly tendered for receipt, if given by hand or by reputable overnight courier service; (ii) when received, if given by facsimile, or (iii) two (2) business days after same is deposited in the mail, if given by certified mail.

Owner: **City of Shoreline**
17500 Midvale Avenue N.
Shoreline, WA 98133

with a copy to:

Sound Transit: Real Property Division
401 S. Jackson
Seattle, WA 98104

w/ a copy to: Sound Transit Legal Department
401 S. Jackson
Seattle, WA 98104

9. **Miscellaneous.**

a. **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Washington. Venue shall be proper in the Superior Court of **King** County.

b. **Merger.** All understandings and agreements heretofore between the parties are merged into this Agreement and any attachments hereto, which alone fully and completely expresses their agreement.

c. **Amendment.** This Agreement may not be amended orally or in any manner other than by a written agreement executed by Owner and Sound Transit.

d. **Recording.** This Agreement shall be recorded in the real property records of King County.

e. **Successors and Assigns.** This Agreement shall run with the land and shall be binding upon the Parties and their respective successors and assigns.

f. **Authority.** Each Party represents and warrants that the individuals executing this Agreement are duly authorized to do so and to bind their respective Parties. In signing this Agreement, the Parties represent to each other that no other person, entity, or public agency is required to authorize that Party's signature before such signature is binding.

g. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment:.

GRANTOR:	GRANTEE:
City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133	Central Puget Sound Regional Transit Authority
By: Debbie Tarry Its: City Manager Date: _____	By: Its: Date: _____
Approved as to Form:	Approved as to Form
By: _____ Margaret J. King, City Attorney Julie Ainsworth-Taylor, Assistant City Attorney	By: _____ Sound Transit Legal Counsel

EXHIBIT "A"

Legal Description of the Property

EXHIBIT "A"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

EXHIBIT "A"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

Earl J. Bone 4/10/19

EXHIBIT "B"

Legal Description of the Portion (Fee Take and Easement Areas)

EXHIBIT "B"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE END OF THE HEREIN DESCRIBED LINE.

CONTAINING 481 SQUARE FEET, MORE OR LESS

TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET;
THENCE N13°42'07"E A DISTANCE OF 36.10 FEET;
THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N76°17'53"W;
THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET;
THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.50 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'46", AN ARC DISTANCE OF 34.48 FEET TO THE EAST LINE OF GRANTOR'S PARCEL;
THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,889 SQUARE FEET, MORE OR LESS

ALL CONTAINING 2,370 SQUARE FEET, MORE OR LESS.

Earl J. Bone 5/7/19

EXHIBIT "B"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")
LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHERLY-MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL,
(BEING THE SOUTHWEST CORNER OF THE EAST 120 FEET OF THE SOUTH 225.59 FEET OF
LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING
TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY,
WASHINGTON);
THENCE N87°54'54"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF
442.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5, AND THE END OF THE
HEREIN DESCRIBED LINE.

CONTAINING 7,439 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

Exhibit "C"

Depitction of the Portion (Fee Take and Easement Areas)

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.

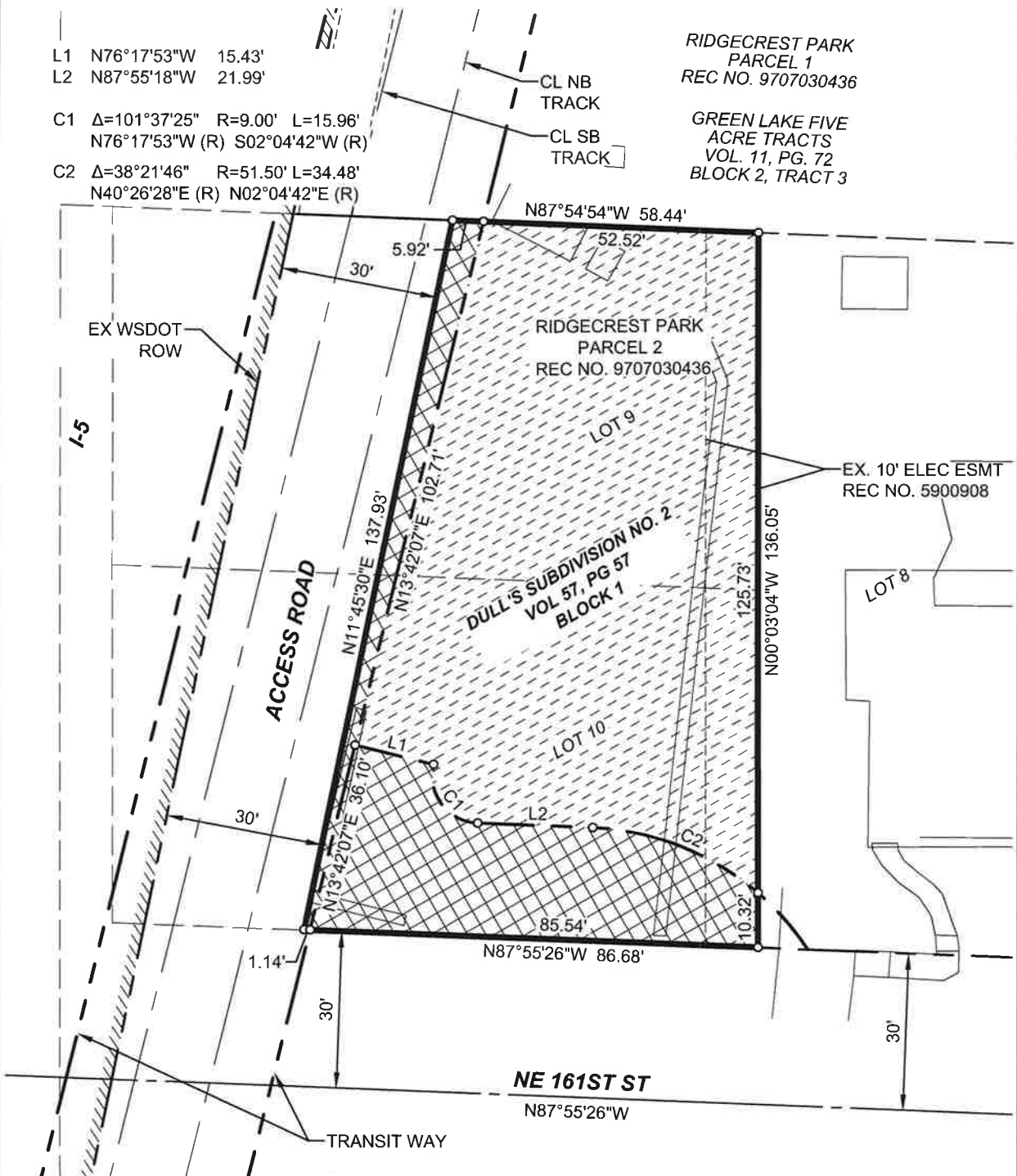
L1 N76°17'53"W 15.43'
L2 N87°55'18"W 21.99'

C1 Δ=101°37'25" R=9.00' L=15.96'
N76°17'53"W (R) S02°04'42"W (R)

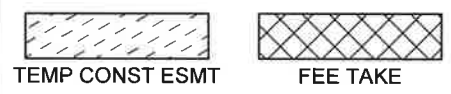
C2 Δ=38°21'46" R=51.50' L=34.48'
N40°26'28"E (R) N02°04'42"E (R)

RIDGECREST PARK
PARCEL 1
REC NO. 9707030436

GREEN LAKE FIVE
ACRE TRACTS
VOL. 11, PG. 72
BLOCK 2, TRACT 3



LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



SHEET 1 OF 3

SOUNDTRANSIT

**HNTB
Jacobs**

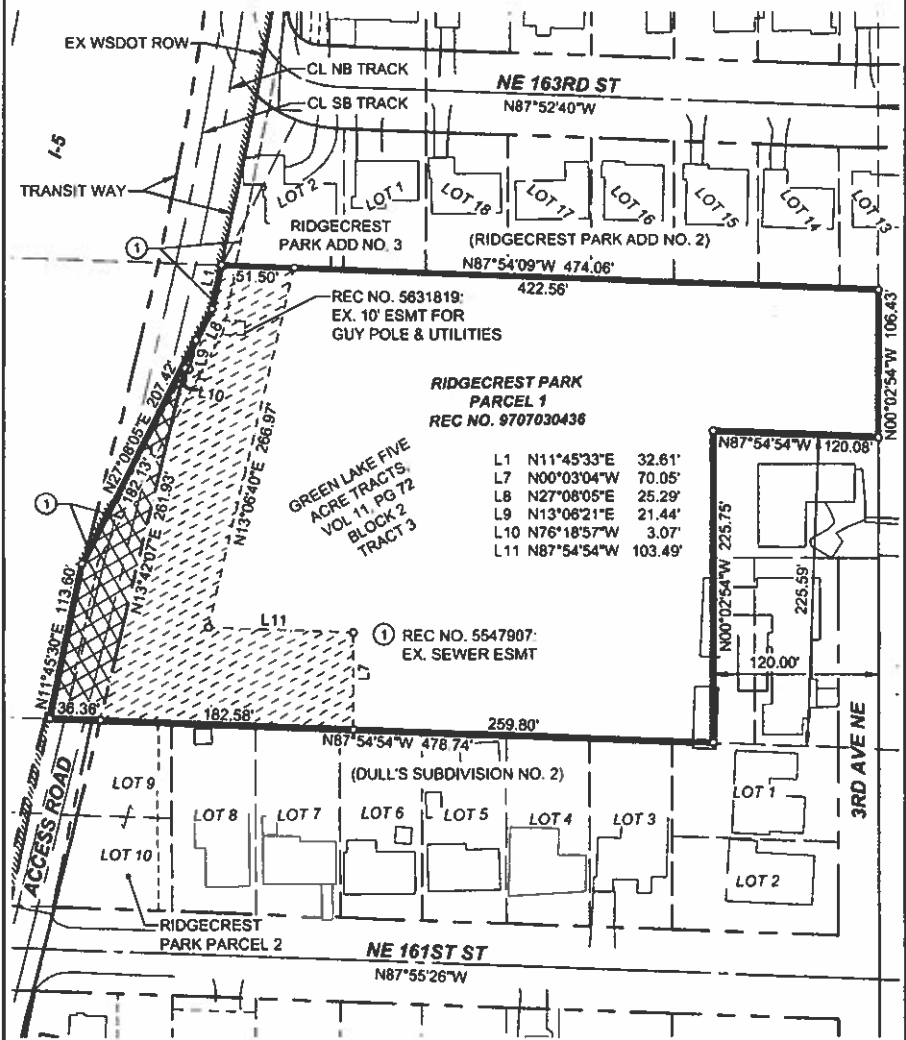
L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA:	9,866 SF	CONST ESMT:	7,496 SF
FEE TAKE AREA:	2,370 SF		
REMAINING AREA:	7,496 SF		
EXHIBIT "C"			
R/W NO. LL-180 PARCEL MAP			
ASSESSOR NO.:	2111600046	DATE:	5/7/2019
OWNER: CITY OF SHORELINE			
BLOCK NO.:	1	LOT NO.:	9 & 10
CITY OF SHORELINE		KING COUNTY, WA	

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

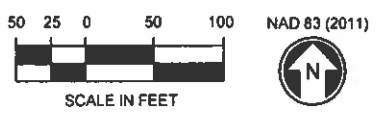
NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



- REC NO. 5631819:
EX. 10' ESMT FOR
GUY POLE & UTILITIES
- RIDGECREST PARK
PARCEL 1
REC NO. 9707030436
- GREEN LAKE FIVE
ACRE TRACTS:
VOL 11, PG 72
BLOCK 2
TRACT 3
- L1 N11°45'33"E 32.81'
 - L7 N00°03'04"W 70.05'
 - L8 N27°08'05"E 25.29'
 - L9 N13°08'21"E 21.44'
 - L10 N76°18'57"W 3.07'
 - L11 N87°54'54"W 103.49'

REC NO. 5547907:
EX. SEWER ESMT

LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



SHEET 1 OF 4

 SOUND TRANSIT FINAL DESIGN PARTNERS.		PARCEL AREA: 153,238 SF CONST ESMT: 27,621 SF FEE TAKE AREA: 7,439 SF REMAINDER AREA: 145,799 SF
		EXHIBIT "C" RAW NO. LL-181 PARCEL MAP ASSESSOR NO.: 2881700193 DATE: 02/12/2018 OWNER: CITY OF SHORELINE BLOCK NO.: N/A LOT NO.: PARCEL 1 CITY OF SHORELINE KING COUNTY, WA
 LIN & ASSOCIATES LINK LIGHT RAIL TRANSIT SYSTEM		

Exhibit "D"

Ridgecrest Park Letter of Concurrence



March 8, 2018

Eric Friedli
Parks, Recreation, and Cultural Services Director
City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133

Subject: Ridgecrest Park

Dear Eric:

As part of the final design phase for the Lynnwood Link Extension (LLE), Sound Transit, in consultation with the City of Shoreline, has changed the mitigation approach to address project impacts to Ridgecrest Park. As you know, Ridgecrest Park is a Section 4(f) resource under the U.S. Department of Transportation Act. Due to this, the Federal Transit Administration (FTA) requests confirmation from the City about this change.

As the Official with Jurisdiction, the City of Shoreline has proposed two different parcels as mitigation for the impacts on Ridgecrest Park, and is therefore in concurrence with the overall mitigation approach for this impact. The two parcels are listed in Exhibit A, along with a map indicating the alternate replacement parcels. In addition to these two parcels, the City and Sound Transit have agreed to the following revised mitigation elements for all the proposed impacts to the park:

- Construction of a replacement parking lot (paved with 20 stalls) and ADA access to the park to be located on the proposed replacement properties to be completed within 1.5 years of the start of early construction work and completed consistent with applicable City standards for drainage, landscaping, and frontage improvements;
- Maintenance of public access to the the park throughout the construction of the LLE Project and use of the City right-of-way on NE 161st street for temporary public parking until the replacement parking lot is completed, as approximately illustrated in the attached Exhibit B illustrating draft construction areas and potential temporary parking; and
- Replacement of impacted infrastructure within the park such as the park sign, drinking fountain, and irrigation system.

A neighborhood meeting presentation regarding the proposed impacts to the park and this revised approach to mitigation was held May 9, 2017, to meet the outreach requirement in the FTA Record of Decision. This public meeting and the revised proposal is consistent with and fulfills the LLE's Record of Decision,

CHAIR

Dave Somers
Snohomish County Executive

VICE CHAIRS

Ron Lucas
Steilacoom Mayor

John Marchione
Redmond Mayor

BOARD MEMBERS

Nancy Backus
Auburn Mayor

David Baker
Kenmore Mayor

Claudia Balducci
King County Councilmember

Dow Constantine
King County Executive

Bruce Dammeier
Pierce County Executive

Jenny Durkan
Seattle Mayor

Dave Earling
Edmonds Mayor

Rob Johnson
Seattle Councilmember

Kent Keel
University Place Mayor

Joe McDermott
King County Council Chair

Roger Millar
*Washington State Secretary
of Transportation*

Paul Roberts
*Everett Council President/
Mayor Pro Tem*

Dave Upthegrove
King County Councilmember

Peter von Reichbauer
King County Councilmember

Victoria Woodards
Tacoma Mayor

CHIEF EXECUTIVE OFFICER

Peter M. Rogoff

Exhibit A – Alternate Park Replacement Parcels

LL-180.1	2111600040	PYPER J BRUCE+TERESA K	114 NE 161ST ST	Shoreline
LL-180.2	2111600035	PEW DAVID A+KAITLYN A	122 NE 161ST ST	Shoreline



Exhibit B - Draft Temporary Construction Area and Parking Plan

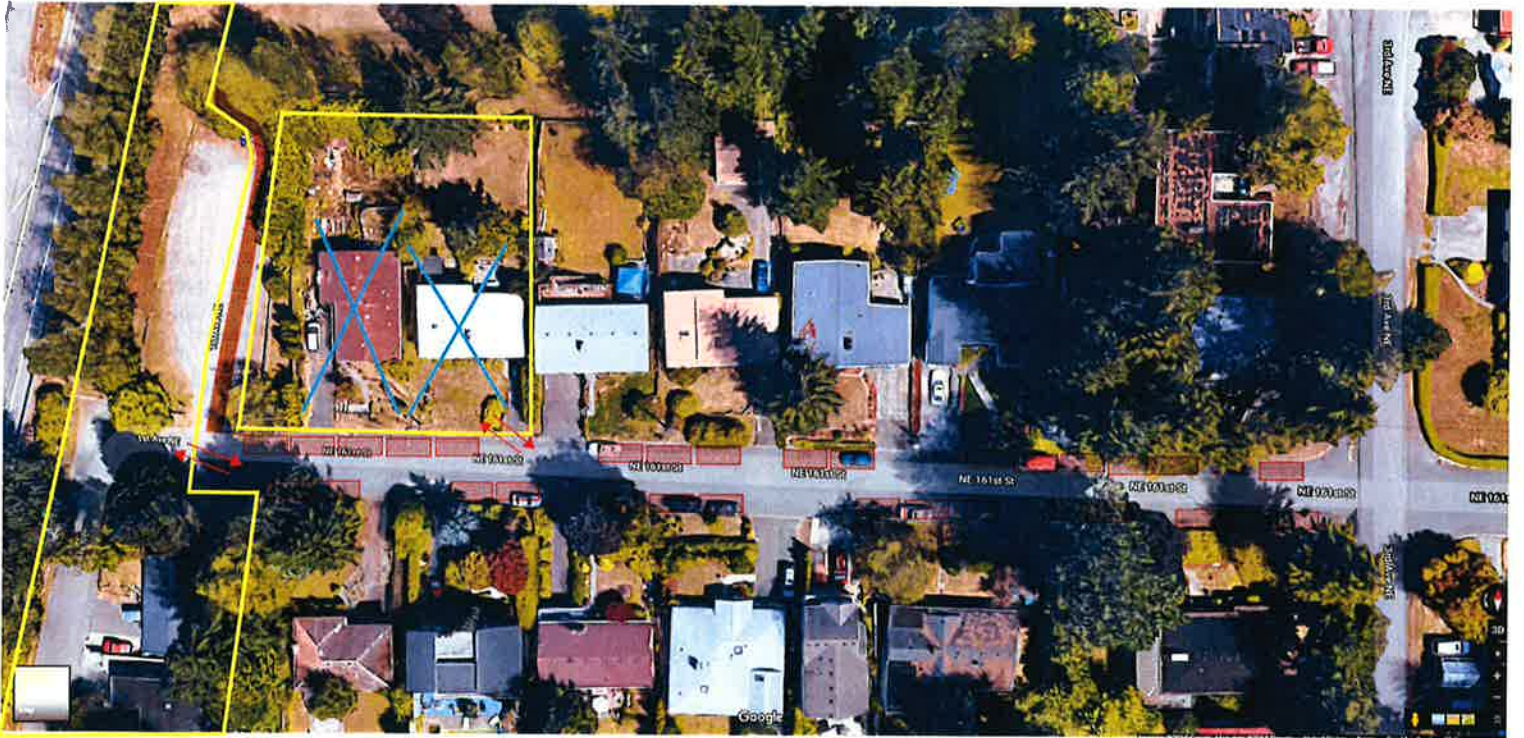


Exhibit “E”

Special Use Permit SPL18-0140 Decision

**BEFORE THE HEARING EXAMINER
FOR THE CITY OF SHORELINE**

In the Matter of the Application of)	No. SPL18-0140
)	
Karin Ertl, on behalf of Sound Transit)	Lynnwood Link Extension Project
)	
)	FINDINGS, CONCLUSIONS,
<u>For a Special Use Permit</u>)	AND DECISION

SUMMARY OF DECISION

The request for a special use permit, to construct approximately 3.2 miles of a regional light rail transit system, including two light rail stations, two parking garages, the light rail guideway, related systems equipment, and associated infrastructure relocations and improvements within the city of Shoreline, between NE 145th Street and NE 205th Street, is **APPROVED**. Conditions are necessary to address specific impacts of the proposed development.

SUMMARY OF RECORD

Hearing Date:

The Hearing Examiner held an open record hearing on the request on April 24, 2019. The record was left open until May 6, 2019, to receive additional exhibits. In addition, at the open record hearing, the parties agreed that the decision would be issued by May 31, 2019.

Testimony:

The following individuals presented testimony under oath at the open record hearing:

- Jennifer Wells, City Senior Planner
- Juniper Nammi, City of Shoreline Sound Transit Project Manager
- Taylor Carroll, Applicant Representative
- Rod Kempkes, Executive Project Director (Sound Transit)
- John Logan, Landscape Engineer (Sound Transit)
- Michael Cameron
- Diane Pottinger

Attorney Clayton Graham represented the Applicant at the hearing.
Attorney Julie Taylor represented the City of Shoreline at the hearing.

Exhibits:

Exhibits 1 through 67 were admitted into the record (see Attachment A).

The Hearing Examiner enters the following findings and conclusions based upon the testimony and exhibits admitted at the open record hearing:

*Findings, Conclusions, and Decision
City of Shoreline Hearing Examiner
Sound Transit Special Use Permit
No. SPL-18-0140*

FINDINGS

Background

1. For several years Central Puget Sound Regional Transit Authority (Sound Transit, or Applicant), has been working with other government agencies and local jurisdictions, including the Puget Sound Regional Council (PSRC), the Federal Transit Administration (FTA), the Federal Highway Administration (FHA), King County, and the City of Shoreline, to implement the “Lynnwood Link Extension” (LLE), a proposal to expand the light-rail system north from Seattle to Lynnwood. The proposal to extend light rail to Lynnwood, through the cities of Shoreline and Mountlake Terrace, would implement part of PSRC’s “VISION 2040 Plan” and Sound Transit’s “Long Range Plan,” both of which call for the eventual extension of mass transit service to Everett. Further, the LLE would implement one of the final stages of the “Sound Transit 2 Plan” (ST2), a funding plan approved by voters in 2008 to expand the mass transit system in the region. In 2024, following construction of the LLE, the expanded light-rail system would serve between 63,000 and 74,000 riders each weekday, providing connections from Lynnwood to Sea-Tac Airport through downtown Seattle and the University of Washington. *Exhibit 1, Staff Report, pages 1 through 5; Exhibit 2; Exhibit 3; Exhibit 45; Exhibit 46; Exhibit 54.*
2. The LLE would begin at Northgate in Seattle and run north for approximately 8.5 miles, generally following Interstate 5 (I-5) to the Lynnwood Transit Center. According to Sound Transit and the FTA, the proposal would provide “reliable, rapid, and efficient peak and off-peak two-way transit service” between Lynnwood and Seattle, create an “alternative to travel on congested roadways and improve regional multimodal transportation connections,” address “overcrowding caused by insufficient transit capacity,” and create a “reliable alternative to automobile trips on I-5 and State Route (SR) 99, the two primary highways serving the project corridor.” *Exhibit 3.*
3. As explained in more detail below, the LLE proposal underwent extensive project review, including environmental review, by local governments and state and federal agencies, throughout the last several years. Ultimately, the agencies and jurisdictions involved selected a route for the LLE that would entail, in part, constructing approximately 3.2 miles of light-rail track and associated facilities through the city of Shoreline – the focus of this decision. The proposed route through the city would generally follow I-5 and vary in its alignment profile. In places, the LLE would travel at grade, and in other places, the LLE would be elevated. The LLE would provide two new light-rail stations within the city: one station would be constructed north of the NE 145th Street interchange, at 4701 5th Avenue NE, and another station would be built east of the NE 185th Street interchange, at 710 NE 185th Street. *Exhibit 1, Staff Report, pages 1 through 5; Exhibit 2; Exhibit 3; Exhibits 3 through 8; Exhibit 45; Exhibit 46; Exhibit 54.*

4. Over the past several years, the City of Shoreline (City) prepared for the extension of the light-rail system in several ways. Specifically, the City updated its municipal code and Comprehensive Plan (including the adoption of several new sections in each) to account for extension of light-rail, promulgated “Guiding Principles for Light Rail Facility Design,” and entered into several interlocal/interagency agreements with Sound Transit, including a Transit Way Agreement, Expedited Permitting and Reimbursement Agreement, and Funding & Intergovernmental Cooperation Agreement, to facilitate the potential expansion. In addition, the City and Sound Transit agreed that several aspects of the proposal, deemed “Early Work,” could be permitted in advance of Sound Transit obtaining a special use permit for the “Main Package” portion of the project (the light rail guideway, station sites, and related infrastructure). Early Work included obtaining permits and/or agreements related to demolition, tree removal, grading, and utility relocations. *Exhibit 1, Staff Report, pages 1 through 34; Exhibit 2; Exhibit 9; Exhibit 10; Exhibits 14 through 19; Exhibit 23; Exhibit 27; Exhibits 29 through 31; Exhibit 34; Exhibit 36; Exhibits 38 through 42.*
5. As part of Early Work, Sound Transit also obtained three critical area special use permits (CASUPs) from the Hearing Examiner:
 - On December 11, 2018, the Hearing Examiner approved a CASUP to allow for off-site mitigation for permanent wetland and wetland buffer impacts resulting from the LLE proposal (No. PLN18-0086), including 0.35 acres of permanent wetland impacts, 0.69 acres of permanent buffer impacts, 0.36 acres of temporary wetland impacts, and 2.14 acres of temporary wetland buffer impacts along portions of the LLE route. The off-site mitigation would occur at Ronald Bog Park and would entail enhancing approximately 0.05 acres of existing wetlands on-site, creating approximately 1 acre of new wetlands, and enhancing approximately 2.3 acres of existing wetland buffer, which would result in no overall net loss to critical areas within the affected watershed.
 - On January 4, 2019, the Hearing Examiner approved a CASUP to allow the installation of four concrete columns to support the LLE’s elevated guideway within overlapping stream, wetland, and landslide hazard area buffers in the southeast cloverleaf loop of the I-5/SR-104 interchange, near an open-channel section of McAleer Creek (No. PLN18-0114). To mitigate for impacts on critical areas from the installation of the columns, Sound Transit would stockpile downed trees during construction and then place them back within the buffer or wetland area as large woody debris and/or replace downed trees with similar trees. In addition, the decision requires Sound Transit to replace the loss of 20 conifers and 26 deciduous trees at the McAleer Creek site by replanting 131 conifers and 540 deciduous trees in the wetland buffer and to remove invasive vegetation. With the required mitigation measures, the Hearing Examiner concluded that the proposal would result in no overall net loss of critical area functions and values and no increased risk of hazards to fish within McAleer Creek.

- On April 24, 2019, the Hearing Examiner approved a CASUP to allow a portion of the elevated guideway for the LLE to be constructed within an area classified as a very high-risk landslide area, along the eastern embankments of I-5 northbound and the SR-104 exit (No. PLN19-0019). The Hearing Examiner concluded that strict application of the City’s critical areas regulation related to factors-of-safety for dynamic/pseudostatic conditions would restrict Sound Transit’s ability to extend high-capacity regional transit service through the region and that no practicable alternatives with fewer impacts exist. The Hearing Examiner also concluded, however, that the proposal would not create a health or safety hazard or increase surface water discharge or sedimentation on-site or on adjacent properties and that, with the addition of soldier piles utilized to maintain site stability during construction, which would be cut to final grade after construction and left in-place, the use of drilled concrete shaft foundations in the steep slopes supporting the elevated guideway, would improve seismic stability at the project site.

Exhibit 21; Exhibit 22; Exhibit 57.

Current Proposal – General Scope

6. Having addressed the Early Work matters through administrative permitting, entering into agreements, and obtaining three CASUPs, Sound Transit now requests a special use permit (SUP) to proceed with construction of the “Main Package” work associated with the LLE project. This would include construction of approximately 3.2 miles of the LLE proposal infrastructure, including two light rail stations, two parking garages, the light rail guideway, related systems equipment, and associated infrastructure relocations and improvements within the city. As part of the SUP proposal, the Applicant also requests four modifications or waivers from requirements of the municipal code, seven deviations from engineering standards, and four departures from design standards. The proposed project would be located within the city between NE 145th Street and NE 205th Street, on approximately 107 full-acquisition and 147 partial-acquisition parcels in the Ballinger, Echo Lake, Meridian Park, North City, Parkwood, and Ridgecrest neighborhoods.
Exhibit 1, Staff Report, pages 1 through 18; Exhibit 2; Exhibit 45; Exhibit 46; Exhibit 54.

Notice

7. The City of Shoreline (City) determined the application was complete on August 16, 2018.¹ On September 24, 2018, the City mailed or emailed notice of the application to

¹ Sound Transit held pre-application meetings with City staff on November 8, 2016, and May 23, 2018, as required by Shoreline Municipal Code (SMC) 20.30.080, and held a neighborhood meeting on June 27, 2018, as required by SMC 20.30.090. The Applicant prepared a summary of the neighborhood meeting addressing questions and concerns raised at the meeting (Exhibit 2.C). *Exhibit 1, Staff Report, pages 31 and 32.*

property owners within 500 feet of the site and reviewing departments and government agencies and published notice in the *Seattle Times*. On October 3, 2018, the City posted notice of the application in multiple locations throughout the city and posted notice on the City's Land Use Action and Planning Notices webpage.² On April 9, 2019, the City mailed notice of the open record hearing associated with the application, published notice in the *Seattle Times*, and posted notice of the hearing in multiple designated locations around the project corridor. *Exhibit 1, Staff Report, pages 1 and 31 through 34; Exhibit 24; Exhibit 52.*

8. The City received several written comments from area residents about the project in response to its notice materials. These comments generally involved concerns about:
- Pedestrian safety on 5th Avenue NE and on sidewalks throughout the project site.
 - Traffic impacts from the proposal.
 - The loss of benefits from mature evergreens and the general loss of trees in the area from construction of the LLE.
 - The safety of haul routes and the potential damage to area roads.
 - Impacts from vibration, dust, and noise on adjacent residential areas.
 - Landslide hazard areas and the potential to exacerbate landslide problems.
 - The inadequacy of proposed tree and shrub plantings to provide visual screening for adjacent residential areas.

Exhibit 25; Exhibit 62; Exhibit 63.

Environmental Review

SEPA Review

9. Sound Transit acted as lead agency³ and analyzed the environmental impacts of the entire LLE project, as required by the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW), and determined that it would have a probable significant, adverse environmental impact. Accordingly, Sound Transit issued a Draft Environmental Impact Statement in July 2013, as required by the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, assessing the environmental impacts of the proposal and potential measures to mitigate for such impacts. Numerous agencies, municipalities, and tribal entities were consulted during the environmental review process

² Because the City did not post notice of the application on the same day that it mailed and published notice, the City mailed notice of the application again on October 3, 2018. *Exhibit 1, Staff Report, page 32.*

³ The first agency receiving an application for, or initiating, a nonexempt proposal must determine the lead agency for that proposal, unless the lead agency has been previously determined, or the agency receiving the proposal is aware that another agency is determining the lead agency. The lead agency is determined by using the criteria in WAC 197-11-926 through 197-11-944. *WAC 197-11-924(1)*. When an agency initiates a proposal, it is the lead agency for that proposal. *WAC 197-11-926(1)*.

of the LLE project, including the FHA; the Washington State Department of Transportation (WSDOT); the Army Corps of Engineers (Army Corps); the U.S. Fish and Wildlife Service; the Environmental Protection Agency; the Federal Emergency Management Agency (FEMA); the National Park Service; the Washington Department of Archaeology and Historic Preservation; the Washington State Department of Fish and Wildlife (WSDFW); the Washington State Department of Ecology (DOE); the Cities of Edmonds, Lynnwood, Mountlake Terrace, Seattle, and Shoreline; and King and Snohomish Counties. *Exhibit 1, Staff Report, page 2; Exhibits 3 through 8.*

10. During the environmental review process, Sound Transit and FTA considered several alternative routes for the LLE, provided various opportunities to comment on the project, and assessed multiple options to mitigate impacts from the proposal. Ultimately, the current alignment of the proposed LLE and several potential mitigation measures were approved, and Sound Transit issued a Final Environmental Impact Statement (FEIS) in April 2015.⁴ The FTA issued a Record of Decision (“FTA ROD”) in July 2015, and the Federal Highway Administration issued a Record of Decision in August 2015, documenting this approval. *Exhibit 1, Staff Report, page 2; Exhibit 1.E; Exhibit 3; Exhibit 7; Exhibit 8.*
11. Following additional planning and project review, Sound Transit issued a SEPA “Addendum” to the FEIS on May 3, 2018, describing proposed design refinements to the LLE proposal and new information related to construction and mitigation. The Addendum specifically evaluated project changes, including the addition of off-site mitigation at Ronald Bog Park. In the Addendum, Sound Transit determined that project refinements would not substantially change the analysis of significant impacts and alternatives evaluated in the FEIS or result in new probable significant environmental impacts. Sound Transit determined that no supplemental environmental impact statement would be required for the proposal. The FTA also determined that refinements to the proposal (the subject of the SEPA Addendum) would not have additional significant impacts, and it provided approval of the refinements on January 6, 2017, and May 4, 2018. All review periods related to the FEIS have now passed. *Exhibit 1, Staff Report, page 2; Exhibit 4; Exhibit 5; Exhibit 6.*

Critical Areas Review

12. HNTB|Jacobs prepared a Critical Areas Report specific to the SUP proposal, dated July 13, 2018, and an addendum, dated March 6, 2019 (CAR, collectively). The CAR assessed impacts to critical areas throughout the project site, including wetlands, streams, flood-hazard areas, geologic hazard areas (including landslide hazard, seismic hazard,

⁴ The FTA also reviewed the proposal as the federal lead agency under the National Environmental Policy Act (NEPA). Sound Transit and the FTA jointly issued the FEIS. *Exhibit 3.*

and erosion hazard areas), and fish and wildlife conservation areas, and proposed mitigation to address project impacts. *Exhibit 2.T; Exhibit 2.T.1.*

13. Nine Category III and IV wetlands have been delineated, to date, within the project area. These wetlands are located primarily within the North Branch of the Thornton Creek sub-basin, on the east side of I-5, between NE 148th Street and NE 155th Street. Two wetlands (WSH4 and WSH5) are within the McAleer Creek basin, and two additional, un-delineated wetlands are located within the Ballinger Creek basin. The two wetlands within the Ballinger Creek basin are located on property owned by the Shoreline School District that is proposed for construction staging. These wetlands would be protected at the limits of an assumed 105-foot wide buffer, the estimated standard buffer required under Shoreline Municipal Code (SMC) 20.80.330.A.1. Impacts and mitigation related to the other wetlands were already addressed through issuance of two of three CASUPs described above (the Ronald Bog Park CASUP and the McAleer Creek CASUP). Site development permits would be required to ensure compliance with Chapter 20.80 SMC and the CASUP decisions prior to construction. In addition, Sound Transit would submit Migratory Bird Surveys prior to clearing and grading activity and obtain all other required state and federal permits prior to work in these critical areas. *Exhibit 1, Staff Report, pages 21 and 22; Exhibit 2.T; Exhibit 2.T.1; Exhibit 21; Exhibit 22.*

14. Fish and wildlife habitat conservation areas include waters of the state (streams and wetlands), state priority habitat species, and areas where there are state or federally designated endangered, threatened, or sensitive species. The CAR determined that two federally listed threatened or endangered species documented within 300 feet of the project area, specifically Chinook salmon and steelhead trout, exist within McAleer Creek and may use Thornton Creek upstream of I-5. The CAR determined that no adverse impacts on federally listed threatened or endangered species are anticipated with the proposal. Portions of Twin Ponds Park and Ronald Bog Park are state priority habitats or potential habitats for waterfowl concentrations, Coho salmon, resident cutthroat trout, and Yuma-Little Brown Bat habitat. Three streams in the immediate project area, including the North Branch of Thornton Creek near Twin Ponds Park, McAleer Creek, and stream “SSH4” (a tributary of McAleer Creek) are also classified as fish and wildlife habitat conservation areas. No in-water work would occur in any of these streams. Permanent impacts to the stream buffers of McAleer Creek and SSH4 were addressed through the McAleer Creek CASUP. No adverse impacts on state-listed or state priority fish species are anticipated, and no adverse impacts of priority habitats at Twin Ponds Park or Ronald Bog Park are anticipated. In addition, Sound Transit would submit Migratory Bird Surveys prior to clearing and grading activity and would obtain all other required state and federal permits prior to work in these critical areas. *Exhibit 1, Staff Report, pages 22 through 24; Exhibit 2.T; Exhibit 2.T.1; Exhibit 21; Exhibit 22.*

15. There are two flood-hazard areas located within 200 feet of the project area, both associated with the North Branch of Thornton Creek. One area involves the portion of Thornton Creek where it flows through the wetland at Ronald Bog Park. The other involves the portion of Thornton Creek where it crosses N 155th Street north of Twin Ponds Park. The Ronald Bog Park CASUP addressed the Thornton Creek floodplain associated with Ronald Bog Park and determined that, through providing approximately 6.40 acre-feet of additional floodwater storage, no adverse impacts on the floodplain through development would occur. In addition, Sound Transit has submitted a floodplain development permit related to this floodplain, as required by SMC 13.12.700, and obtained FEMA approval for the proposed development. In relation to the floodplain at N 155th Street, Sound Transit would be undergrounding electrical utilities within the roadway prism, which would have temporary and minor impacts on the floodplain. The work, however, would not change the base flood elevation of the floodplain, and the City determined that mitigation would not be required because an exemption could be granted under SMC 13.12.700.C. Sound Transit submitted a floodplain development permit for this work that was approved on November 27, 2018. *Exhibit 1, Staff Report, pages 24 and 25; Exhibit 2.T; Exhibit 2.T.1; Exhibit 19; Exhibit 21; Exhibit 22.*

16. The CAR determined that there are geologic hazard areas within the project area, including landslide hazard areas, seismic areas, and erosion hazard areas. Project impacts to landslide hazard areas include removal of vegetation (including large trees), excavation of temporary and permanent cut slopes, placement of earth embankment fills, construction of temporary access road and benches, construction of columns in drilled shafts for the elevated guideway, construction of foundations for large utility poles, and construction of retaining structures. Sound Transit would evaluate slopes and retaining structures for adequate stability using appropriate techniques throughout construction. Retaining walls would be designed to stabilize landslide hazard areas adjacent to the guideway consistent with applicable building codes and critical areas regulations. Mitigation for temporary construction impacts to landslide hazard areas would consist of regrading and planting of native vegetation after construction to ensure that final slope stability, at a minimum, meets current conditions. One portion of the elevated guideway that would be constructed in a very high-risk landslide area was already addressed through issuance of a CASUP, as discussed above. One seismic hazard area exists within the project area, although no potentially liquefiable soils are present in the location. Accordingly, no adverse impacts to seismic hazard areas are anticipated with the proposal. In addition, elevated light rail and at-grade retaining structures would be designed to withstand the effects of seismic ground shaking, minimizing the risk to rail facilities and users. Two potential erosion hazard areas exist within the project area: one from approximately NE 198th Street to NE 201st Street and one from NE 160th Street to NE 167th Street. But these areas were mapped in 1952, prior to the construction of I-5. Sound Transit would develop and implement a temporary erosion and sediment control plan (TESC) to address potential erosion and siltation during construction to ensure no

significant erosion or increase to erosion hazard areas occurs. *Exhibit 1, Staff Report, pages 24 and 25; Exhibit 2.T; Exhibit 2.T.1; Exhibit 19; Exhibit 21; Exhibit 22.*

Comprehensive Plan and Zoning

17. The LLE project area includes properties designated “Public,” “Station Area,” “Public Open Space,” “Low Density Residential,” and “High Density Residential” by the City’s Comprehensive Plan. City staff identified the following Comprehensive Plan goals and policies as relevant to the proposal:
- Land Use Goal LU IV - Work with regional transportation providers to develop a system that includes two light rail stations in Shoreline and connects all areas of the city to high capacity transit using a multi-modal approach.
 - Policy LU23 - Collaborate with regional transit providers to design transit stations and facilities that further the City’s vision by employing superior design techniques, such as use of sustainable materials; inclusion of public amenities, open space, and art; and substantial landscaping and retention of significant trees.
 - Policy LU24 - Work with Metro Transit, Sound Transit, and Community Transit to develop a transit service plan for the light rail stations. The plan should focus on connecting residents from all neighborhoods in Shoreline to the stations in a reliable, convenient, and efficient manner.
 - Policy LU25 - Encourage regional transit providers to work closely with affected neighborhoods in the design of any light rail transit facilities.
 - Policy LU26 - Work with neighborhood groups, business owners, regional transit providers, public entities, and other stakeholders to identify and fund additional improvements that can be efficiently constructed in conjunction with light rail and other transit facilities.
 - Policy LU27 - Maintain and enhance the safety of Shoreline’s streets when incorporating light rail, through the use of street design features, materials, street signage, and lane markings that provide clear, unambiguous direction to drivers, pedestrians, and bicyclists.
 - Policy LU44 - Consider a flexible approach in design of parking facilities that serve light rail stations, which could be converted to other uses if demands for parking are reduced over time.
 - Policy LU53 - Work with transit providers to site and develop park and rides with adequate capacity and in close proximity to transit service.
 - Community Design Goal I - Promote community development and redevelopment that is aesthetically pleasing, functional, and consistent with the City’s vision.
 - Policy CD1 - Encourage building design that creates distinctive places in the community.
 - Policy CD13 - Encourage the use of native plantings throughout the city.

- Policy CD22 - Consider Crime Prevention through Environmental Design (CPTED) principles when developing mixed use, commercial and high-density residential uses.
- Policy CD24 - Encourage building and site design to provide solar access, as well as protection from weather.
- Policy CD27 - Where appropriate and feasible, provide lighting, seating, landscaping, and other amenities for sidewalks, walkways, and trails.
- Policy CD30 - Provide pedestrian gathering spaces to unify corners of key intersections involving principal arterials.
- Policy CD33 - Encourage the use of visual barriers and sound absorption methods to reduce impacts from the freeway to residential neighborhoods.
- Transportation Design Goal T IV - Work with transit providers and regional partners to develop and implement an efficient and effective multi-modal transportation system to address overall mobility and accessibility, and which maximizes the people carrying capacity of the surface transportation system.
- Transportation Design Goal T VIII - Coordinate the implementation and development of Shoreline's transportation system with neighboring transit systems and regional partners.
- Policy T3 - Reduce the impact of the city's transportation system on the environment through the use of technology, expanded transit use, and non-motorized transportation options.
- Policy T5 - Communicate with and involve residents and businesses in the development and implementation of transportation projects.
- Policy T11 - Site, design, and construct transportation projects and facilities to avoid or minimize negative environmental impacts to the extent feasible.
- Policy T30 - Work with transportation providers to develop a safe, efficient, and effective multi-modal transportation system to address overall mobility and accessibility. Maximize the people-carrying capacity of the surface transportation system.
- Natural Environment Goal NE V - Protect clean air and the climate for present and future generations through reduction of greenhouse gas emissions, and through promotion of efficient and effective solutions for transportation, clean industries, and development.
- Policy NE25 - Strive to achieve a level of no net loss of wetlands function, area, and value within each drainage basin.
- Policy NE27 - Focus on wetland and habitat restoration efforts that will result in the greatest benefit for areas identified by the City as priority for restoration.
- Policy NE 29 - Stream alterations, other than habitat improvements, should only occur when it is the only means feasible, and should be the minimum necessary.

Exhibit 1, Staff Report, pages 49 through 51; Exhibit 36.

18. City staff determined that the proposal would directly implement and support the Comprehensive Plan’s goals and policies related to mass transit, light rail, and non-motorized facilities. *Exhibit 1, Staff Report, pages 50 and 51.*
19. In addition, the City has identified the LLE project as a regional transportation facility, a type of “essential public facility.” RCW 36.70A.200 requires the City’s Comprehensive Plan to include a process for identifying and siting essential public facilities (EPFs). EPFs include those facilities that are typically difficult to site, such as state or regional transportation facilities, as defined in RCW 47.06.140, and regional transit authority facilities, as defined in RCW 81.112.020. No local comprehensive plan or development regulation may preclude the siting of EPFs.⁵ Accordingly, in addition to the goals and policies cited above, the Comprehensive Plan dictates that the SUP process be used to site EPFs and that the process: ensures consistency with the plan under which the proposing agency, special district or organization operates, if any such plan exists; results in conditions or mitigation measures on approval that may be imposed within the scope of the City’s authority to mitigate against any environmental, compatibility, public safety, or other impacts of the EPF; and ensures the EPF and its location, design, use, and operation is in compliance with any guidelines, regulations, rules, or statutes governing the EPF as adopted by state law, or by any other agency or jurisdiction with authority over the EPF. *City Comprehensive Plan Policy LU 65.* Under authority of the Comprehensive Plan, the City adopted “Guiding Principles for Light Rail Facility Design” (Guiding Principles). The Guiding Principles are discussed, in detail, below. *Exhibit 1, Staff Report, pages 62 through 96; Exhibit 10; Exhibit 36; Exhibit 45; Exhibit 46; Exhibit 54.*
20. The proposed station sites are within areas zoned for Mixed-Use Residential development (MUR-70’), and the LLE corridor contains properties zoned for Mixed-Use Residential development (MUR-70’, MUR-45’), Low-Density Residential development (R-6, six dwelling units per acre), and High-Density Residential development (R-24, 24 dwelling units per acre). Significant portions of the project, especially the guideway corridor, would be constructed in unclassified City rights-of-way and within WSDOT rights-of-way. Light-rail facilities are allowed in each of these zoning areas, subject to an SUP, under SMC 20.40.140 and .160. *Exhibit 1, Staff Report, pages 1 through 5; Exhibit 2.*

⁵ SMC 20.20.032 defines a *light rail transit facility* as “a type of essential public facility and refers to any structure, rail track, equipment, maintenance base or other improvement of a light rail transit system, including but not limited to ventilation structures, traction power substations, light rail transit stations, parking garages, park-and-ride lots, and transit station access facilities” and a *light rail transit system* as “a type of essential public facility and refers to any public rail transit line that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under Chapter 81.112 RCW.”

Specific Project Elements

Shoreline South Station and Parking Garage

21. The Shoreline South/145th Station would be located on an approximately 4.71-acre site along the east side of I-5 at NE 148th Street. It would include an elevated guideway and station platform; station access stairs and escalators; ancillary station buildings, and a 500-space parking garage, passenger pick-up and drop-off area, and public plaza adjacent to a bus transit center. The station site would be located within WSDOT right-of-way; on the existing North Jackson Park & Ride site and a portion of NE 148th Street (subject to vacation by the City); and on additional parcels zoned for mixed-use residential development. Vehicular access to the station site would be from the west side of 5th Avenue NE at the intersection with NE 148th Street. Bicycle and pedestrian access would be from 5th Avenue NE and from the Ridgecrest neighborhood into the north end of the station site via a shared-use path that would connect to NE 149th Street and NE 151st Street. *Exhibit 1, Staff Report, page 5; Exhibit 2.*

22. The proposed station would involve an elevated central platform parallel to a central bus plaza, with ground floor entrances and ancillary buildings arranged around two entry plazas. The elevated tracks would pass on the east and west sides of the central platform so that access to both northbound and southbound trains would occur from a single central platform. Pedestrian entrances to the station platform would be from ground floor plazas via elevators and two sets of up-escalators and stairs. Emergency exit stairs would be sited at each end of the station. Fare vending machines, along with ORCA pass card readers, would be located at each entry plaza. *Exhibit 1, Staff Report, pages 5 and 6; Exhibit 2.*

23. The ground floor plaza level would include three areas located underneath the elevated guideway. The public plazas are proposed to be approximately 26,000 square feet. All public plazas would be located to the east of the station around the transit center. The station passenger pick-up and drop-off area would be located on the northern side of the parking garage. A one-way loop would share access from 5th Avenue NE with the parking garage and transit center. The loop would include four parallel, temporary parking spaces. The passenger pick-up/drop-off area is designed as a shared-use, flexible public gathering space that can be closed to vehicular use for special events outside of peak commute hours. It features multi-functional bollards, rather than curbs, to separate vehicles from pedestrians; a center raised island that can be used by performers in the center of the pick-up/drop-off loop; and seat walls by the north side of the pick-up/drop-off loop, with art, landscaping, and site design that supports use of this space as a passenger pick-up/drop-off area and as a public gathering space. *Exhibit 1, Staff Report, pages 6 and 7; Exhibit 2.*

24. The station site would also accommodate a bus transit center located on the central portion of the site. The transit center, serving multiple transit agencies, would include

active loading bays (including one Bus Rapid Transit platform), layover bus spaces, and a bay for paratransit. Buses would access the transit center from 5th Avenue NE by its intersection with NE 148th Street. *Exhibit 1, Staff Report, page 7; Exhibit 2.*

25. The parking garage for the Shoreline North Station is proposed in the southeast corner of the station site at the intersection of the I-5 north on-ramp and 5th Avenue NE. The parking garage would be approximately 161,151 square feet in area and contain approximately 500 parking spaces on six levels, including ADA parking spaces. The parking spaces located within the parking garage would replace the 68 parking spaces in the North Jackson Park & Ride, which would be removed by construction of the proposal. Consistent with requirements of the FEIS and FTA ROD, Sound Transit would provide a temporary park and ride with the equivalent number of temporary off-street parking spaces to account for this loss during construction. Sound Transit identified the existing parking lots at the adjacent Shoreline Unitarian Universalist Church and the Phillippi Presbyterian Church of Seattle on 1st Avenue NE and N 148th Street, on the west side of I-5, as the proposed location for a temporary park and ride during the four- to five-year construction period. *Exhibit 1, Staff Report, pages 6 and 7; Exhibit 2; Exhibit 7; Exhibit 16.*
26. Bicycle parking facilities would provide for a total of 66 parking spaces through two-level, on-demand bike lockers and bicycle racks that would be available when the station opens for service. Sound Transit has also designated additional areas for future bicycle parking facilities that would provide an additional 38 bicycle parking spaces, to be added at Sound Transit's discretion. *Exhibit 1, Staff Report, page 8; Exhibit 2.*
27. Landscaping for the station site, including entrances, plaza areas, the parking garage, adjacent property boundaries, and street frontages, is proposed to consist of a variety of trees (including evergreens), shrubs, groundcover, and hardscape. Landscape screening along the northern edge of the site would be designed to mimic a forest and would consist entirely of native plants. The landscaping theme would be the Western Red Cedar, which would be reflected in the plant material and hardscape design. *Exhibit 1, Staff Report, page 8; Exhibit 2.*
28. Artwork would be provided and is intended to establish character for the Shoreline South/145th Station, give vibrancy to the public spaces, and provide a means of wayfinding for riders within the station site. Sound Transit has commissioned Buster Simpson, a local artist, under the Sound Transit Art Program (STart) to provide art for the Shoreline South/145th Station site. *Exhibit 1, Staff Report, page 8; Exhibit 2.*
29. One Category IV wetland in the vicinity of the proposed north bike plaza would be permanently filled to accommodate ground improvements and project construction. This wetland impact would be mitigated with an off-site mitigation project (as detailed in the

discussion of critical areas, above). No other critical areas or associated buffers would remain on the station site. Tree removal and replacement would be reviewed by the City at the project level (during site review); no station site calculations for tree removal and replacement are currently required. The station site would be located within an area that is zoned MUR-70' and no critical areas or critical area buffers would remain after construction, so all proposed significant tree removal on the station site would be exempt from retention and replacement requirements under SMC 20.50.310(A). Approximately 1,600 cubic yards of cut and 35,000 cubic yards of fill material would be required to prepare the station site for development. The parking garage would require about 2,500 cubic yards of cut and 2,300 cubic yards of fill. *Exhibit 1, Staff Report, pages 5 through 9; Exhibit 2.T; Exhibit 2I.*

Shoreline North Station and Parking Garage

30. The Shoreline North/185th Station would be located on an approximately 3-acre site just north of NE 185th Street and east of the I-5 overpass. The station site would include an at-grade center guideway and side station platforms, station access stairs, elevators, pedestrian overpass bridges, an ancillary station building, a parking garage (approximately 500 spaces), a passenger pick-up and drop-off area and public gathering space, a public plaza between the station and garage, and a bus transit center on the roof of the garage. The station site is proposed to be located within former WSDOT right-of-way, on a portion of 7th Avenue NE from its intersection with NE 185th Street to its terminus (subject to vacation by the City), and on parcels zoned for mixed-use residential development. *Exhibit 1, Staff Report, page 9; Exhibit 2.*
31. Vehicle access to the transit center would be from NE 185th Street at the intersection with 5th Avenue NE on the east side of I-5. Non-transit vehicular access into the parking garage would be from 8th Avenue NE at the northeast corner of the station. Site access to the passenger pick-up and drop-off area would also be along 8th Avenue NE, between the garage entrance and NE 185th Street. Bicycle and pedestrian access to the station would be from NE 185th Street, 5th Avenue NE, and 8th Avenue NE; from a pedestrian bridge at the northwest corner of the transit loop on the top level of the parking garage; and from the North City neighborhood by the north end of the station via a shared-use path that would connect to NE 189th Street. *Exhibit 1, Staff Report, page 9; Exhibit 2.*
32. The station would be located at grade with central tracks and platforms on either side. At the north end of the platforms, the pedestrian overcrossing, over the tracks, would connect to a pedestrian bridge extending east to the transit center on the roof of the parking garage. Pedestrian entrances to the station platforms would be accessed off the south and north public plazas. The south station entry would be from the south public plaza that fronts on NE 185th Street. Passengers would descend to the southbound and northbound platforms via public stairs or elevators. Both public stairs would have “runnels” that bicyclists could use to facilitate walking their bicycle down to the platform

level or up to the south entry plaza. Passengers would also be able to descend to the south end of the northbound platform via public stairs from the southwest corner of the transit loop. There would be two ways to access the southbound platform: from the north end of the station, via the public stairs or elevator from the north plaza at the platform level to the pedestrian overcrossing, or from the northwest corner of the transit center via a pedestrian bridge to the pedestrian overcrossing. The northbound platform would also be accessible from the plaza between the station and parking garage. Fare vending machines would be located at both the upper and lower entries to the station platforms, and ORCA pass card readers would be located at each entry point. *Exhibit 1, Staff Report, pages 9 and 10; Exhibit 2.*

33. Ancillary buildings and service areas would be located north of the station and would include ancillary services, such as a fire control room, communications room, mechanical room, two public restrooms, and staff/ transit drivers' restrooms. *Exhibit 1, Staff Report, page 10; Exhibit 2.*
34. The public plazas are proposed to be approximately 32,000 square feet in total area. Three of the four public plazas are adjacent to the station, and the fourth is at the southeast corner of the station at the intersection of 8th Ave NE and NE 185th Street. The proposed southern entry plaza fronts on NE 185th Street and is located west of the pedestrian and transit entry to the transit center. The fire lane located between the northbound platform and the parking garage would double as a public plaza, with proposed landscape berms, seat walls, decorative paving, and public art. The northern entry plaza would be accessible by non-motorized means via shared-use walkways, from the public sidewalk on 8th Avenue NE and from the North City neighborhood at NE 189th Street. The north entry plaza would be adjacent to the public restrooms and the on-demand bike lockers and would include decorative paving and landscape berms with seat walls. The corner public plaza would be located at the northwest corner of the NE 185th Street and 8th Avenue NE intersection and would be accessible from the public sidewalks along the station street frontages. The corner plaza would include landscape berms with seat walls, large specimen trees in the landscaping, exterior lighting, and decorative paving. *Exhibit 1, Staff Report, pages 10 and 11; Exhibit 2.*
35. The station pick-up and drop-off area would be located on the eastern side of the parking garage, with access from 8th Avenue NE. It is designed as a one-way loop, with two separate driveway access points, circulating from north to south. Five parallel, temporary pick-up/drop-off spaces are proposed adjacent to the garage. *Exhibit 1, Staff Report, page 11; Exhibit 2.*
36. A bus transit center is proposed on the top level of the parking garage. Buses would access the transit center from NE 185th Street at the realigned and signalized intersection with 5th Avenue NE. The transit center would include: active bus bays with adjacent

bus shelters (including two Bus Rapid Transit platforms), bus layover spaces, a bay for paratransit with an adjacent paratransit shelter, and transit supervisor parking spaces. Pedestrians would be able to access the transit center from NE 185th Street, via a pedestrian bridge from the light rail station at the northwest corner of the transit center, and from the south end of the northbound platform via the elevator or public stairs. *Exhibit 1, Staff Report, page 11; Exhibit 2.*

37. The parking garage would be east of the light rail station, on the central portion of the station site. The parking garage would contain about 500 parking spaces, including ADA parking spaces on two levels. Level A would be below grade, and Level B would be at grade with the station platforms. The vehicular entrance/exit would be at the northeast corner of the garage from Level A onto 8th Avenue NE. Pedestrian access to the garage would be at three of the four corners of the building. The stairs at the northwest corner of the garage would serve as both entry and exit and would allow access the north entry plaza and ancillary services building, which would include both public and transit driver restrooms. *Exhibit 1, Staff Report, page 11; Exhibit 2.*
38. Bicycle parking facilities would provide for a total of 58 parking spaces through two-level, on-demand bike lockers and bicycle racks that would be available when the station opens for service. Sound Transit has also identified areas for future bicycle parking facilities that would provide an additional 44 parking spaces, to be installed at Sound Transit's discretion. *Exhibit 1, Staff Report, page 11; Exhibit 2.*
39. Landscaping at the station site, including at entrances, in plaza areas, along adjacent north and east property boundaries, and along street frontages, is proposed to consist of trees (including evergreens), shrubs, flowers, groundcover, and hardscape. Landscape screening along the northern and eastern edges of the station site is proposed to provide screening of the parking garage and the passenger pick-up and drop-off area. The landscaping theme would be the Douglas fir. *Exhibit 1, Staff Report, page 11; Exhibit 2.*
40. Artwork would be provided and is intended to establish character for the 185th Street Station, give vibrancy to the public spaces, and provide a means of wayfinding for riders within the station site. Sound Transit has commissioned Mary Lucking, an Arizona-based artist, under the Sound Transit Art Program (STart) to provide art for the Shoreline North/185th Station. *Exhibit 1, Staff Report, pages 11 and 12; Exhibit 2.*
41. The station site currently contains moderate- to high-risk landslide hazard areas on the north side of NE 185th Street and the east side of 7th Avenue NE, due to the grade differences between the NE 185th Street bridge over I-5 and the adjacent surrounding neighborhood. These landslide hazard areas would be eliminated by the construction of the station and garage. No other critical areas or critical area buffers overlay this station site. The City would review tree removal and replacement at the project level (during site

review), so no station site calculations for tree removal and replacement are currently required. The station site would be located within an area that is zoned MUR-70, and no critical areas or critical area buffers would remain after construction, so all proposed significant tree removal on the station site would be exempt from retention and replacement requirements under SMC 20.50.310.A. *Exhibit 1, Staff Report, page 12; Exhibit 2.T.*

42. Because the specific design of the Shoreline North/185th Station Site is still in development, it is not possible to determine earthwork quantities at this time. Excavation would comprise the majority of the earthwork to remove the fill that was placed for 7th Avenue NE and for construction of Level B of the parking garage below grade. Earthwork quantities would be confirmed when updated grading plans are submitted for the station. *Exhibit 1, Staff Report, pages 9 through 12.*

Common Features for Both Stations

43. At the stations and the parking garages, Sound Transit would provide signage and wayfinding on-site. Sound Transit analyzed and identified possible multimodal access improvements for both stations in coordination with City staff. Table 1 in the “Multimodal Access Assessment and Mitigation Plan” lists the City’s priorities for access improvement projects for both stations. These projects would either be completed by Sound Transit prior to the first day of revenue operation, or funds would be transferred to the City for project construction in accordance with the “2018 Funding and Intergovernmental Cooperative Agreement” (Funding Agreement). *Exhibit 1, Staff Report, pages 12 and 13; Exhibit 2.H; Exhibit 2.N; Exhibit 2.O.*
44. The FTA ROD requires that Sound Transit work with the City to develop plans to maintain safe and effective access and circulation, including discouraging cut-through traffic and “hide-and-ride” parking⁶ that may occur on residential streets in the station areas. In its project narrative, Sound Transit describes the public engagement and outreach it would conduct prior to the start of construction with the neighborhoods impacted within a quarter mile of each station. This engagement would include meeting with neighbors and submittal of construction management plans for City review and approval prior to the issuance of applicable construction permits. The City and Sound Transit have agreed on an approach for addressing traffic impacts during construction to meet requirements under the ROD and SMC 20.40.438.E.2. *Exhibit 1, Staff Report, pages 13 and 14; Exhibit 2; Exhibit 2.FF; Exhibit 7; Exhibit 17.*
45. The FTA ROD also requires Sound Transit to identify and mitigate post construction impacts to traffic on both arterial and local streets within approximately one-quarter mile

⁶ “Hide and ride” parking entails transit users parking or hiding vehicles on neighborhood streets around a transit station. *Exhibit 1, Staff Report pages 12 through 14.*

of the station sites for the first year of revenue service. In its project narrative, Sound Transit articulates a strategy for developing traffic mitigation plans, to address impacts after the start of light rail revenue service that would use the City’s previously developed neighborhood traffic action plans (TAPs) as a baseline, and then working to update these plans. Prior to the issuance of the Certificates of Occupancy for the two stations, Sound Transit—in coordination with the City—would determine the scope, timing, public outreach approach, escalation process, and study parameters for the evaluation and mitigation of traffic impacts. The study and mitigation plan would focus on arterial and local streets within approximately one-quarter mile of station sites and address impacts from cut-through traffic or pick up and drop off in areas not designated for this use. *Exhibit 1, Staff Report, pages 13 and 14; Exhibit 2; Exhibit 2.FF; Exhibit 7; Exhibit 17.*

46. Sound Transit would also work with the City to evaluate and, if necessary, implement “hide-and-ride” (transit users parking or hiding vehicles on neighborhood streets around a transit station) mitigation for both station areas. The City and Sound Transit have come to agreement on an approach for identifying and addressing parking impacts after the first day of revenue service. At least six months prior to the first day of revenue service, Sound Transit and the City would determine the scope and study parameters for the evaluation of parking availability and use in the vicinity of both stations and determine mutually agreed upon threshold(s) at which mitigation actions are necessary. *Exhibit 1, Staff Report, pages 12 through 14; Exhibit 2; Exhibit 2.FF; Exhibit 17.*

Light Rail Guideway

47. The light rail “guideway” would be located east of I-5 in a designated “Light Rail Transit Corridor,” from NE 145th Street to NE 205th Street. The guideway would typically be 30 to 40 feet wide, with room for two sets of tracks, poles, overhead wiring, train signals, and other supporting infrastructure. Approximately 3.2 miles of guideway would be constructed across a combination of at-grade, retained cut and fill, and elevated structures throughout the city. New precast concrete noise walls would be constructed for portions of the guideway at-grade, and on retained cut and fill, where there are no existing noise walls for I-5. Sound Transit would also replace existing walls, where appropriate. A decorative form-liner pattern would be applied to exposed noise/retaining wall faces to enhance their visual appearance. Landscaping along the guideway would include street frontages and landscape screening along adjacent property boundaries. *Exhibit 1, Staff Report, pages 14 and 15; Exhibit 2.*

Building Demolition

48. Sound Transit would demolish approximately 80 residential dwelling units on 87 full-acquisition properties within the city as part of construction. One 1,200 square foot accessory structure on one of the 147 partial-acquisition properties would also be demolished. Sound Transit would provide relocation assistance to all displaced residents

as required by applicable federal and state law. *Exhibit 1, Staff Report, page 15; Exhibit 2.*

Tree Removal

49. Sound Transit would remove approximately 351 significant trees within the private parcels and City rights-of-way, and would remove approximately 763 significant trees within the WSDOT right-of-way. Under SMC 20.50.360.C, to mitigate these impacts, Sound Transit would plant approximately 1,625 native conifers and 341 replacement native deciduous trees within private parcels and City rights-of-way, and would plant 542 native conifers and 224 native deciduous replacement trees within the WSDOT right-of-way.⁷ *Exhibit 1, Staff Report, page 15; Exhibit 2.V.2.*

Associated Infrastructure

50. Stormwater management facilities would be constructed throughout the project site to meet requirements related to on-site stormwater management, runoff water quality treatment, and flow control and to ensure consistency with sustainable design principles. These facilities, to the maximum extent possible, would keep runoff from pollution generating surfaces and non-pollution generating surfaces separate. Separate flow control and water quality facilities are proposed for the stations, parking garages, and traction and power substation (TPSS) sites. In addition, flow control facilities would be provided along the guideway to control stormwater runoff. Based on geotechnical investigation and infiltration testing, Sound Transit determined that there are no locations within the project area feasible for implementation of low impact development (LID) techniques. The project, however, would meet the requirements of the most recently adopted DOE Stormwater Manual, and sheet-flow dispersion for the shared-use path segments would be used, where feasible. Some bioretention facilities would also be implemented throughout the project site. *Exhibit 1, Staff Report, pages 15 and 16; Exhibit 2; Exhibit 12.*
51. A TPSS and signal bungalow would be constructed north of each station. These bungalows would be screened by approximately 12-foot high, masonry noise/screening walls. Further design review of the walls would occur to ensure they are visually interesting to reduce aesthetic impacts on neighboring properties. In addition, the bungalow for the north station would have a decorative, metal, vertical-railing picket fence between the west side of the shared-use path and the landscape screening of the service area. *Exhibit 1, Staff Report, page 16; Exhibit 2.*
52. The light rail stations, parking garages, TPSSs, and signal bungalows would all require new utility services, including sanitary sewer, water, electrical, and telecommunications

⁷ These numbers do not include approximately 300 significant trees within the MUR-70 zoning district that are exempt from replacement requirements under the City's tree code. *Exhibit 1, Staff Report, page 15.*

infrastructure, and all such services are available for the project. Sound Transit has already addressed the need for utilities through the Early Work process, discussed above. *Exhibit 1, Staff Report, pages 16 and 17; Exhibit 2; Exhibit 14; Exhibit 15.*

53. The FTA ROD requires Sound Transit to perform roadway improvements that ensure that level of service (LOS) standards on impacted roadways are met. These improvements would include:
- Providing a pedestrian walkway on the east side of 1st Avenue NE from N 145th Street to N 147th Street where the existing sidewalk ends.
 - Constructing roadway frontage improvements throughout the project corridor.
 - Modifying the existing traffic signal at Meridian Avenue N and NE 185th Street to implement protected/permissive signal phasing for northbound and southbound left turns.
 - Restriping NE 185th Street, from the west end of the NE 185th Street Bridge deck to 2nd Avenue NE, to provide a center two-way left turn lane at 2nd Avenue NE. *Exhibit 1, Staff Report, pages 17 and 18; Exhibit 2; Exhibit 7; Exhibit 16.*

Impacts to Ridgecrest Park and Twin Ponds Park

54. Several impacts to Ridgecrest Park are anticipated, including: acquisition of approximately 0.3 acres of the western and southern edges of Ridgecrest Park for construction of the retained cut guideway and for reconstruction of frontage improvements along the NE 161st Street end; relocation of the sanitary sewer main; construction of retaining walls adjacent to the Metro base access ramps; temporary construction use of the western edge of the park and most of the park's parking lot; a permanent sanitary sewer main easement; a permanent soil easement in the northwest corner of the park; permanent retaining wall and noise wall maintenance easements along the western 10 feet of the park; and impacts to the existing monument sign, drinking fountain, parking light pole, electricity, and irrigation system. *Exhibit 1, Staff Report, page 18; Exhibit 18.*
55. These impacts are subject to Section 4(f) of the Department of Transportation Act and the requirements of the Forward Thrust Covenant on the park title. Accordingly, in coordination with the City, Sound Transit would implement the detailed mitigation plan agreed to between Sound Transit and the City, as outlined in the "Ridgecrest Park 4(f) Letter of Concurrence," dated March 8, 2018. Mitigation would ensure maintenance of public access to most of the park throughout construction of the project, along with appropriate parking, and would include:
- Restoring the affected area and placing a barrier between the light-rail facility and the park to function like the existing noise wall and berm in buffering I-5 noise and views of I-5.

- Designing and rebuilding 1st Avenue NE from NE 159th to NE 161 Street, including public outreach to the adjacent neighborhood to inform roadway and park design.
- Transfer replacement property at the south end of the park, or other property as agreed to with the City, consistent with the requirements and covenants and the park property title, to be developed to a level comparable to the displaced park area.
- Implement the detailed mitigation plan agreed to between Sound Transit and the City, as outlined in the Ridgecrest Park 4(f) Letter of Concurrence, dated March 8, 2018.

Exhibit 1, Staff Report, pages 18 through 20; Exhibit 18.

56. Impacts to Twin Ponds Park are anticipated, including: undergrounding a portion of Seattle City Light’s overhead electrical distribution power line within the westbound lane of NE 155th Street, bringing it back to the surface on the south side of NE 155th Street, and extending it over a portion of the Twin Ponds Park. These impacts are subject to Section 4(f) of the Department of Transportation Act. Sound Transit would work with the City and Seattle City Light to modify the proposed design in order to minimize or eliminate the impacts to the park. Sound Transit would also acquire the necessary 10-foot utility easement across the full width of the Twin Ponds Park frontage on NE 155th Street and would financially compensate the City for the easement consistent with standard processes and requirements. *Exhibit 1, Staff Report, pages 20 and 21; Exhibit 19.*

Noise Impacts and Mitigation

57. The project would create temporary impacts from construction noise and permanent impacts from operational noise. These impacts were identified in the FEIS and the ROD. Sound Transit would mitigate noise and vibration impacts in the adjacent communities associated with the construction of the LLE and bus transit centers. Such mitigation may consist of using portable noise barriers, temporary noise barriers, and vehicle broadband backup alarms or smart alarms. As needed, Sound Transit would also offer noise mitigation packages (including ear plugs, white noise machines, and/or sound dampening curtains) to residents affected by construction noise. In addition, construction activities would, to the extent reasonable, be structured so that noisier activities are restricted to daytime hours. A Construction Noise and Vibration Mitigation and Monitoring Plan would be provided for review prior to commencement of construction activities. *Exhibit 1, Staff Report, pages 27 and 28; Exhibit 2.FF; Exhibit 2.W; Exhibit 51; Exhibit 61.*
58. SMC 9.05.060.A.4 exempts sounds “generated by the normal operation of a light rail transit system” consistent with guidance provided by the FTA. Sound Transit would mitigate for operational noise, consistent with FTA guidance, through use of acoustic panels, elevated walls/barriers, noise walls integrated within the design of the trackway

structures, and through design features. For passenger pick-up and drop-off areas and bus transit centers, Sound Transit would employ masonry noise walls and other noise barriers. Sound Transit would also install appropriate measures to address vibration and ground-borne noise impacts from operation of the LLE. *Exhibit 1, Staff Report, pages 28 and 29; Exhibit 2.W; Exhibit 54; Exhibit 61.*

Associated Construction Activities

59. Several activities associated with construction are expected to impact surrounding neighborhoods through the approximate 5-year construction period. These include traffic control measures and maintenance, implementation of construction staging areas, and other construction-related activities. To mitigate for these impacts, Sound Transit would:
- Develop detailed plans, including construction phasing and access, traffic control, and detour plans prior to final design review and commencement of construction.
 - Obtain all necessary permits for construction staging. Staging generally would occur on properties adjacent to the guideway, in City rights-of-way adjacent to the guideway, in WSDOT Limited Access rights-of-way adjacent to the guideway, and at three private properties that would be leased: the Seattle City Light Regional Utility Corridor property, the Shoreline School District Aldercrest Annex Property, and the Merlone Geier (former Sears building) property.
 - Install appropriate fencing and security lighting.
 - Appropriately deliver and store all construction materials and equipment.
 - Ensure adequate construction worker parking.
 - Provide temporary street, sidewalk, and lane closures, where appropriate.
 - Provide for route changes for public transit routes and school busses.
 - Remove existing vegetation, pavement, and buildings, and replace vegetation and pavement, as necessary.
 - Ensure ongoing utility service.
 - Appropriately remove excavated site material.
 - Appropriately collect and discharge of stormwater runoff during construction;
 - Implement a final site restoration and landscaping plan throughout the project site.
- Exhibit 1, Staff Report, pages 30 and 31; Exhibit 2.*

Special Use Permit – General Criteria

60. SMC 20.33.330.B provides nine criteria that must be met for all SUPs. Specifically, an applicant must show that: the use would provide a public benefit or satisfy a public need; the use would be compatible with the types of uses permitted in surrounding areas; the use would not materially endanger the health, safety and welfare of the community; the proposed location of the use would not result in either the detrimental over-concentration of a particular use within the city or within the immediate area of the proposed use, unless the proposed use is deemed a public necessity; the use is such that pedestrian and vehicular traffic associated with the use would not be hazardous or conflict with existing

and anticipated traffic in the neighborhood; the special use would be supported by adequate public facilities or services and not adversely affect public services to the surrounding area; the location, size and height of buildings, structures, walls and fences, and screening vegetation for the special use would not hinder or discourage the appropriate development or use of neighboring properties; the special use is not in conflict with the basic purposes of Title 20 SMC (the Development Code); and the special use would not conflict with the standards of the City's critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Plan. *SMC 20.33.330.B.*

61. Sound Transit provided a detailed project narrative assessing each of the general SUP criteria. Sound Transit contends that each criteria has been met, specifically noting:
- The proposal would provide public benefits for the residents of the city, as well as the region, and is an essential public facility. The LLE is part of the regional Link Light Rail System, a critical part of a region-wide effort to meet the public need for relief of traffic congestion in daily commutes. It would provide a reliable transit option between Seattle and Lynnwood and the two proposed stations would promote strong, multi-modal connections between light rail, high-capacity transit, and non-motorized circulation by providing bicycle storage, parking stalls, passenger drop-off loops, parking for shared vehicle services, and multiple pedestrian access paths to each station.
 - The proposal would be compatible with the types of uses permitted in surrounding areas. It would be located partially within WSDOT and other public rights-of-way and within the R-6, MUR-45, and MUR-70 zoning districts. Sound Transit developed the project in close coordination with the City and the public through multiple open houses and public comment opportunities. The areas around the stations have recently been zoned MUR-70, and the station and garage sites would be consistent with the adopted 145th Station and 185th Station Subarea Plans. The proposal would help create a land use, transportation, and infrastructure framework for a livable, equitable, and sustainable transit-oriented community. The design elements of each station and garage demonstrate compatibility with the surrounding built environment. The facades, plazas, landscaping, and site circulation areas have been scaled to accommodate patron volumes while maintaining a pedestrian-level sense of detail and texture, consistent with surrounding properties and uses. Both stations would include public gathering space and would facilitate connection with pedestrian-oriented access points. Public art would also be implemented at both stations to enhance the facilities.
 - The guideway and associated facilities are located primarily within the R-6 residential zone (when not sited in rights-of-way) and are designed to integrate into the existing transportation corridor. Appropriate setbacks, noise walls, and vegetative buffering would be provided to soften the appearance of the guideway.

- The use would not materially endanger the health, safety, and welfare of the community, and the stations, garages, and associated plazas have been designed to incorporate Crime Prevention through Environmental Design (CPTED) techniques. Increased auto and bus traffic is accounted for in the station design. Landscape and physical delineation would be used to help separate vehicle space from pedestrian environments for greater safety, and screening material on the lowest level of the garages would allow visibility into the garages. Alcoves, blind corners, and dead-end corridors have been avoided through the design process. Landscaping would ensure clear site lines at all intersections, access points, and pedestrian plazas.
- The design also includes egress stairs, emergency phones, safety signage, fire alarms, fences, walls, and other barriers to reduce inadvertent access to the light-rail tracks. Audible alarm systems and warning devices would also be used at each station.
- Noise and vibration impacts on adjacent communities, as well as impacts from construction noise, would be addressed, and appropriate mitigation measures would be employed.
- Given the unique nature of the project, concerns about a detrimental over-concentration of a particular use are inapplicable.
- Pedestrian and vehicular traffic associated with the project would not be hazardous or conflict with existing and anticipated traffic in the neighborhood. Although the stations would increase pedestrian and vehicular traffic in the vicinity of the stations, the LLE project would (overall) relieve traffic congestion throughout the region, including within Shoreline. Traffic impacts were addressed through the SEPA process, and Sound Transit would mitigate traffic as required by the ROD.
- Public facilities and services were evaluated through the SEPA process. No adverse impacts on public facilities, including parks and recreational facilities, transit service, libraries, school districts, emergency services, or fire protection, were identified. Upgrades to available utilities are necessary, and Sound Transit would work with Seattle City Light and other service providers to ensure such upgrades occur.
- The location, size, and height of the LLE and associated infrastructure would not hinder or discourage the appropriate development or use of neighboring properties. All buildings, structures, walls, fences, and landscaping would meet the City's code requirements, where possible. Otherwise, Sound Transit has collaborated with the City to identify appropriate modifications or departures that would ensure that development or use of nearby properties is not hindered.
- The proposal is a result of a collaborative effort with the City and, as such, would not conflict with the basic purpose of the City's Unified Development Code.
- The special use would not conflict with the requirements of the City's critical areas regulations or the City's Shoreline Master Program (SMP). Sound Transit

has already received three CASUPs for the proposal addressing (and mitigating for) impacts to critical areas, and it would obtain floodplain development permits and construction permits, as necessary, prior to construction.

Exhibit 1, Staff Report, pages 35 through 52; Exhibit 2.

62. City staff also reviewed the proposal against the general SUP criteria and generally concurred with Sound Transit's assessment. Specifically, staff noted:
- Given the burgeoning volume of traffic in the area, providing an affordable, reliable method of public transportation benefits the region and the city. The project would allow for reduced reliance on single-occupancy vehicles, reducing traffic volumes and allowing the City to fulfill its commitment to reducing emissions. The project would also provide economic benefits through higher property values and employment/business creation.
 - Sound Transit held multiple open houses and public meetings and hosted online opportunities for public feedback throughout the design review process. To ensure compatibility with surrounding properties, Sound Transit would use setbacks, construct noise walls, and provide vegetative buffering. In addition, appropriate design elements and features would be incorporated throughout the proposal, and the proposal would include appropriate landscape screening, texture, and color-treatment of sound and retaining walls; public gathering spaces; multi-modal improvements connecting neighborhoods; and mitigation for noise, traffic, and parking impacts.
 - The proposal would not materially endanger the health, safety, and welfare of the community. Sound Transit should, however, provide Link Light Rail Emergency Responder training to Shoreline Fire Department personnel and should prepare maintenance-of-traffic or traffic-control plans to address pedestrian safety and vehicular movement at school crosswalks during school zone hours.
 - With conditions related to neighborhood traffic safety and multimodal access improvements, the use would not be hazardous or conflict with existing and anticipated traffic in affected neighborhoods.
 - Chapter 20.60 SMC ensures that adequate provisions of public facilities and services are maintained as new development occurs and costs are fairly allocated. The Ronald Wastewater District, North City Water District, Shoreline Fire Department, and other City departments reviewed the proposal and determined that, with conditions, adequate wastewater disposal, water supply, fire protection services, and adequate streets and access are provided for the proposal.
 - In 2015 and 2016, the City adopted two subarea plans specifically addressing the two proposed stations. The proposal would promote the development of properties in these subareas at a level envisioned by the City's zoning code. The guideway would be adjacent to low-density single-family neighborhoods and could potentially hinder the use or future redevelopment of single-family uses in

these areas. Conditions are necessary to ensure that adequate visual buffering and privacy are provided to avoid this.

- The purpose of the Title 20 SMC (the Unified Development Code) is to ensure a vibrant, healthy, and safe community is formed through high-quality and environmentally sustainable development. The proposal would lessen congestion and provide a transit corridor for transit-oriented development consistent with this basic purpose. Moreover, the proposal would be consistent with the applicable goals and policies of the City’s Comprehensive Plan.
- The proposal would not be located within the jurisdictional boundaries of the City’s SMP. The City concurs with Sound Transit’s assessment that the proposal would comply with the City’s critical areas ordinances.

Exhibit 1, Staff Report, pages 35 through 52.

Special Use Permit – Light Rail Criteria

63. In addition to the general criteria for an SUP discussed above, SMC 20.30.330.C provides three specific criteria that must be met for light rail facilities. Specifically, an applicant must demonstrate that the proposed light rail transit system/facilities uses energy efficient and environmentally sustainable architecture and site design, consistent with the City’s “Guiding Principles for Light Rail Facility Design” (Guiding Principles) for light rail system/facilities and with Sound Transit’s design criteria manual used for all light rail transit facilities throughout the system, and provides equitable features for all proposed light rail transit system/facilities; that the use would not result in, or would appropriately mitigate, adverse impacts on city infrastructure (e.g., roads, sidewalks, bike lanes, etc.) as confirmed by the performance of an access assessment report or similar assessment, to ensure that the city’s transportation system (motorized and nonmotorized) would be adequate to safely support the light rail transit system/facility development proposed; and that the design of the proposed light rail transit system/facility is generally consistent with the City’s Guiding Principles for light rail system/facilities. *SMC 20.30.330.C.*
64. The City’s Guiding Principles generally require that stations are multi-modal, full-service transit hubs that provide great access and inviting and convenient connections for trains, buses, bikes, and pedestrians; provide neighborhood character and connect to the surrounding community to encourage and enhance vibrant place-making; are sustainable and climate friendly practices are employed; are safe, welcoming areas for people of all ages at all times; provide accommodations for people of all ages and abilities; and provide gathering places that create a sense of community and emphasize art, culture, and history of the community, and that transit-oriented development is promoted, through facility siting and design that is supportive of future development opportunities, and public art is integrated wherever possible. *Exhibit 10.*

65. Sound Transit provided detailed discussion of how each of the specific light rail criteria, and the City’s Guiding Principles, would be met with the proposal. Specifically:
- The American Public Transportation Association awarded Sound Transit “Platinum” signatory status level for its commitment to sustainability, and this commitment would continue throughout the LLE project. The LLE project is a key component to providing a sustainable alternative to single-occupancy vehicle travel throughout the city and region.
 - All stations would be built to the highest energy efficiency standard, are independently commissioned, provide significant alternative transportation access, rely on recycled and low-emitting materials, and incorporate LID management techniques whenever feasible. Sound Transit’s own standards require all stations to align to the Seattle Energy Code, one of the most progressive in the country. Through efficient building design strategies, occupancy sensors, daylight photocell sensors, and LED lighting, it is anticipated that the energy use index of the proposed stations would be significantly lower than national averages for transit facilities.
 - The garages are designed for future compatibility with solar panel systems along the south or west facades and to allow for future installation of electric vehicle charging stations.
 - Sustainable architectural and site-design features would be incorporated throughout, and building materials that pose significant environmental threats would be avoided.
 - Bicycle facilities and carpool spaces encourage low-carbon commuting and would be available at the stations. Proposed landscaping would be native and/or adaptable to the region and would be supported by a temporary, water-efficient irrigation system that could be abandoned once landscaping is established.
 - Over the course of construction, Sound Transit would require that a minimum of 80 percent of total, non-hazardous waste produced as a byproduct of construction be diverted from landfills.
 - The proposal would include a number of equitable features to make the facility accessible to all riders. For instance, the facilities would employ universal design principles and would be compliant with ADA requirements. Safety devices would be provided to accommodate visually impaired customers, and tactile wayfinding provisions would be provided to assist people with vision impairments.
 - Sound Transit completed an FEIS for the proposal, and efforts would be made to avoid impacts to city infrastructure or to mitigate for unavoidable impacts. Sound Transit would implement all required mitigation measures, from the FEIS and the RODs, which were produced during SEPA review.
 - Sound Transit would ensure that each station facilitates high-quality access and convenient connections between light rail and other modes of transportation as required by the Guiding Principles.

- Safe, non-motorized access to and from the stations and garages would be provided, consistent with the Guiding Principles.
- The need to maximize parking spaces within the parking garages would be balanced with the City’s desire to expand opportunities for emerging trends such as car- and bike-sharing programs.
- Well-marked wayfinding in the station areas, including the pedestrian pathways, would be provided, consistent with the Guiding Principles. To this end, Sound Transit has agreed to provide the City with up to \$2 million per station to pay for station access-enhancement projects.
- Both stations would include bus transit transfer and bus layover areas consistent with streamlining transfers between transit modes, consistent with the Guiding Principles.
- The proposal would encourage transit use through convenient connections to Bus Rapid Transit and other transportation services; use of electronic, dynamic signs with transit data; and the availability of ORCA cards for purchase at the stations.
- Sound Transit would ensure that the stations provide neighborhood character through connections to the surrounding community. Open spaces and plazas at the stations would provide public gathering spaces.
- Excellent design would be employed that conveys a sense of place through pedestrian scale features, façade and sound wall treatments, and complementary lighting, consistent with the Guiding Principles.
- Common design elements would be provided between both stations in the city. Each would portray a common, cohesive, natural character while allowing some differentiations in specific plant palette and accent planting. Common paving materials, including scored concrete in simple geometric patterns, would also be employed at both stations, along with common light fixtures, signage, ticket vending machines, bicycle racks, and bike lockers.
- Landscaping that reflects the City’s commitment to green space and sustainability would be provided, consistent with the Guiding Principles. Permeable green space is maximized in the site design and used to reinforce circulation and wayfinding through the site. Sustainability would be enhanced through drought-tolerant planting and a low-water use irrigation system.
- Use of areas under powerlines or trackways would be made, where feasible. Sound Transit and the City have partnered to identify potential opportunities for the City’s future “Trail Along the Rail Project” alignment to the extent practical, prudent, and feasible.
- The proposal would incorporate sustainable and climate friendly practices, including restoring impacted streams, wetlands, and other critical areas and buffers. Sound Transit would also install interpretive signs at strategic locations at the Ronald Bog Wetland Mitigation Site. Sound Transit would preserve

significant trees where possible and plant replacement trees when tree removal is necessary, consistent with the Guiding Principles.

- Sound Transit would ensure that facilities are safe and welcoming for people of all ages at all times by limiting locations where vehicles, including buses, may cross dedicated pedestrian routes; integrating CPTED techniques at all facilities; providing security and emergency features throughout each station and garage (including closed circuit television cameras); maximizing open design with the use of glass and transparency at station entrances, elevators, platform level windscreens, and other areas; and providing security lighting that enhances safety but is non-intrusive for neighbors.
- Sound Transit would ensure the stations provide accommodations for people of all ages and abilities, including those with mobility challenges. Sound Transit would also ensure easy mobility for those with strollers and/or luggage, provide disabled parking and drop-off zones, and construct safe, ADA-compliant facilities.
- Public amenities would be provided at each station, consistent with the Guiding Principles. This would include using bridge design to support a broader sense of community, installing bicycle storage with covered racks and lockers, installing garbage and recycling receptacles, providing seating, using icon-based signage, creating flexible spaces for gathering and entertainment, providing weather protection elements, and providing public restrooms and restrooms for transit vehicle operators and maintenance staff.
- Sound Transit would promote transit-oriented development at each station, consistent with the Guiding Principles.
- Public art would be incorporated throughout stations, consistent with the Guiding Principles.

Exhibit 1, Staff Report, pages 54 through 96; Exhibit 2.

66. City staff also reviewed the proposal for compliance with the specific criteria for light rail facilities under SMC 20.30.330.C, including compliance with the promulgated Guiding Principles, and generally concurred with Sound Transit's assessment. Staff noted, however, that conditions would be necessary to ensure: sustainability measures are met, impacts to transportation infrastructure are accounted for, and all specific requirements of the Guiding Principles are addressed. *Exhibit 1, Staff Report, pages 54 through 96.*

Code Modifications

67. Under SMC 20.40.438.D, the development standards listed in subsections B and C of SMC 20.40.438 may be waived or modified as part of the Special Use Permit process, if an applicant demonstrates that compliance with one or more of the development standards or requirements set forth in subsections B and C would: make siting, development or operation of the facilities impossible or impracticable (as that term is defined by Washington Administrative Code 365-196-550 and/or other law); result in

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reduced public benefits; or alternative actions could meet or exceed the intended goals of such requirements. Sound Transit has requested four code modifications to the standards listed in SMC 20.40.438.B as part of the SUP proposal. *Exhibit 1, Staff Report, page 97.*

Code Modification No. 1

68. Sound Transit seeks modification of the minimum parking stall and aisle dimension requirements of SMC 20.50.410.F. Sound Transit proposes that the parking garage layout consist of a 90-degree parking stall layout, where each stall designated as “standard” would be a minimum of 8.5 feet wide by 18 feet long, with a minimum unit depth of 59 feet, as opposed to 20 feet long as is normally required by the municipal code. In addition, Sound Transit proposes a modification that would allow columns to encroach 12 inches into the first foot of stall depth on one side for “non-standard” stalls, rather than columns that encroach 6 inches into the first and last four feet of “non-standard” stalls, potentially on both sides. Sound Transit contends that these modifications would assure safe, convenient, efficient, and adequately sized parking facilities, as required by SMC 20.50.380.E, while allowing parking in the garages to function as well or perhaps better than it would under the requirements of SMC 20.50.410.F. City staff reviewed the proposed modification request and determined that a “standard” parking depth of 18 feet, as opposed to 20 feet, with a minimum unit depth of 59 feet, would be functionally equivalent to the allowed standard parking stall design under SMC 20.50.410.F. City staff also determined that all stalls that do not meet these “standard” dimensions, including any stalls that would have structural encroachments greater than 6 inches, would need to be marked as “compact,” counted towards the maximum allowed number of compact stalls permitted under SMC 20.50.410.F (which allows for 50 percent of all stalls to be compact), and be provided with wheel-stops or surface paint lines to visually indicate the dimensional limitations of such compact, “non-standard” parking stalls. With these provisions, City staff determined the proposal would meet the requirements for modification approval. *Exhibit 1, Staff Report, pages 97 through 100; Exhibit 54; Exhibit 64.*

Code Modification No. 2

69. Sound Transit seeks modification of SMC 20.50.490.A and SMC 20.50.490.C related to landscape buffer requirements in the R-6, MUR-45, and MUR-70 zoning districts on property within the WSDOT right-of-way purchased by Sound Transit.⁸ Specifically, Sound Transit requests a waiver from the landscape buffer requirements for: property in close proximity to the guideway requiring a vegetation clear zone; at the two TPSS locations; in areas temporarily impacted by construction; on potential surplus property

⁸ This is as opposed to property leased by Sound Transit from WSDOT, through air space leases, which would be regulated by WSDOT’s own landscape standards under state law, not those of the City. The majority of the project would be constructed and operated within WSDOT right-of-way adjacent to I-5 on leased land, limiting the scope of this modification request. *Exhibit 1, Staff Report pages 100 and 101.*

zoned for residential development; on parcels with site constraints (including Parcels LL177, LL 196, and LL 169 and on parcels in areas north of NE 195th Street); and in the aerial guideway in the WSDOT right-of-way. Sound Transit notes that the municipal code would normally require the planting of large evergreen and deciduous trees but, due to site constraints and safety concerns, this would not be possible in these areas and would potentially hinder Sound Transit's efforts to site the LLE facility. Where landscape buffers cannot be planted to the extent normally required by the municipal code, however, Sound Transit would pay for up to \$250,000 to fund the installation of alternative and additional landscaping in nearby neighborhoods. City staff analyzed the requested modification and noted that the City worked with Sound Transit extensively during project review to ensure that landscape screening requirements would be met to the maximum extent feasible throughout the project. The areas that would not meet the code requirements, however, were mutually identified by Sound Transit and the City. City staff determined that, so long as the alternate in-lieu agreement proposed is executed and implemented, the requested modification would meet the requirements for approval. *Exhibit 1, Staff Report, pages 100 through 104; Exhibit 2.AA.*

Code Modification No. 3

70. Sound Transit requests a modification to SMC 20.70.120.A regarding the timing of right-of-way dedications. The modification would allow construction permits to be issued before finalization of all dedications, as opposed to prior to permit issuance. All dedications, however, would occur before the start of the project's revenue service and final occupancy. City staff reviewed the modification request and determined that, because Sound Transit would not have full ownership of all the property that needs to be dedicated prior to permit issuance (in light of condemnation and other proceedings), the modification would provide an alternate process that would meet the goals of the municipal code. Staff also stressed that this alternate process would ensure that the dedications that occur are accurate when completed because they would be based on permit drawings, rather than as-built survey drawings. *Exhibit 1, Staff Report, pages 104 and 105.*

Code Modification No. 4

71. Sound Transit requests a modification from the frontage improvement requirements of SMC 20.70.320. Specifically, the modification would relate to locations where Sound Transit and the City have mutually agreed that full, standard frontage improvements are not necessary based on traffic impacts anticipated from the proposal and would include: non-standard shared-use path or shared-use sidewalks would be constructed in lieu of the standard non-motorized frontage improvements at various locations in the vicinity of the project; and right-of-way dedications only in some area in lieu of standard frontage improvements. Sound Transit notes that project impacts to motorized and non-motorized traffic would vary throughout the project site and providing a variety of frontage improvements along the project alignment that would benefit the public beyond typical

frontage infrastructure would better serve the public. In addition, Sound Transit would work with the City to provide improved public access within or adjacent to the LLE and identify options for non-motorized access projects, such as the City's Trail Along the Rail Project. City staff reviewed the proposed modification and concurred with Sound Transit's analysis. City staff stressed that granting this request would facilitate the installation of non-motorized, shared use facilities in locations that compliment the City's future capital projects, such as the Trail Along the Rail. *Exhibit 1, Staff Report, pages 105 through 107; Exhibit 2; Exhibit 17.*

Engineering Standard Deviations

72. Sound Transit has requested seven engineering deviations from the engineering standards of the City's 2016 Engineering Development Manual (EDM). Deviations from the City's engineer standards, as adopted in the EDM, are allowed where there are unique circumstances related to the proposal. A deviation request may be granted when an applicant shows:
1. The granting of such deviation will not be materially detrimental to the public welfare or injurious or create adverse impacts to the property or other property(s) and improvements in the vicinity and in the zone in which the subject property is situated;
 2. The authorization of such deviation will not adversely affect the implementation of the Comprehensive Plan adopted in accordance with State law;
 3. The deviation is not in conflict with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II;
 4. A deviation from engineering standards shall only be granted if the proposal meets the following criteria:
 - a. Conform to the intent and purpose of the Code;
 - b. Produce a compensating or comparable result which is in the public interest; and
 - c. Meet the objectives of safety, function and maintainability based upon sound engineering judgment;
 5. Deviations from road standards must meet the objectives for fire protection. Any deviation from road standards, which does not meet the International Fire Code, shall also require concurrence by the Fire Marshal;
 6. Deviations from drainage standards contained in the Stormwater Manual and Chapter 13.10 SMC must meet the objectives for appearance and environmental protection;
 7. Deviations from drainage standards contained in the Stormwater Manual and Chapter 13.10 SMC must be shown to be justified and required for the use and situation intended;

8. Deviations from drainage standards for facilities that request use of emerging technologies, an experimental water quality facility or flow control facilities must meet these additional criteria:
 - a. The new design is likely to meet the identified target pollutant removal goal or flow control performance based on limited data and theoretical consideration;
 - b. Construction of the facility can, in practice, be successfully carried out; and
 - c. Maintenance considerations are included in the design, and costs are not excessive or are borne and reliably performed by the applicant or property owner;
9. Deviations from utility standards shall only be granted if following facts and conditions exist:
 - a. The deviation shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and in the zone in which the property on behalf of which the application was filed is located;
 - b. The deviation is necessary because of special circumstances relating to the size, shape, topography, location or surrounding of the subject property in order to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located; and
 - c. The granting of such deviation is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same zone or vicinity.

SMC 20.30.290.B.

Deviation No. 1

73. Sound Transit requests a deviation from typical land width requirements of EDM Section 12.2. Specifically, Sound Transit requests that the left turn lane widths on NE 185th Street between 5th Avenue NE (the west side of I-5) and 8th Avenue NE (the east side of I-5) be reduced from 12 to 11 feet. Sound Transit notes that an 11-foot turn lane width would provide better utilization of the existing NE 185th Street bridge and roadway widths, conform to the intent and purpose of the municipal code, produce a comparable result, and meet the objectives of safety, function, and maintainability based upon sound engineering judgment. City staff reviewed the deviation request and determined that EDM Section 12.2 allows flexibility in the determination of lane widths such that no deviation would actually be required and an 11-foot turn lane width at the requested location would be appropriate. *Exhibit 1, Staff Report, pages 109 and 110; Exhibit 2.CC.*

Deviation No. 2

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74. Sound Transit requests a deviation from the normal intersection grade requirements of EDM Section 13.6, which normally requires a maximum permissible grade at a signalized intersection of two percent. Specifically, Sound Transit requests that a 3.75-percent slope be allowed at the NE 185th Street/5th Avenue NE intersection on the east side of I-5 that would then increase to an 8-percent slope east along NE 185th Street from just outside the intersection east to 8th Avenue NE. Sound Transit notes that the existing I-5 crossing bridge would need to be rebuilt to meet the requirements of EDM Section 13.6 with the deviation and that, even with the deviation, the proposed intersection grade would meet ADA crosswalk requirements and that adequate site distance would still be provided at the intersection. Sound Transit contends that the deviation would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and maintainability based upon sound engineering judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. City staff reviewed the deviation request and concurred with Sound Transit's assessment. Staff recommends approval of the request. *Exhibit 1, Staff Report, pages 110 and 111; Exhibit 2.CC.*

Deviation No. 3

75. Sound Transit requests a deviation from the horizontal curve criteria of EDM Section 12.5, Table 13. Specifically, Sound Transit requests that the horizontal curve design of 5th Avenue NE (east of I-5) just south of NE 185th Street be designed to meet a designed speed requirement of 25 mph, as opposed to 30 mph. Sound Transit notes that the horizontal curve design for 25 mph would serve to calm traffic around the station and garage by slowing vehicles approaching NE 185th Street in the northbound direction and that the reduced design speed would have no impacts on traffic functions in the southbound direction. Sound Transit contends that the deviation would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and maintainability based upon sound engineering judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. City staff reviewed the deviation request and concurred with Sound Transit's assessment. Staff recommends approval of the request. *Exhibit 1, Staff Report, pages 111 and 112; Exhibit 2.CC.*

Deviation No. 4

76. Sound Transit requests deviations from the frontage improvement requirements of EDM Section 7.7. Specifically, Sound Transit requests that modifications to the amenity zone on 5th Avenue NE (south of NE 185th Street) be allowed along with modifications to the amenity zone at the NE 185th Street and 8th Avenue NE roundabout. Sound Transit contends that the deviation would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and

maintainability based upon sound engineering judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. City staff reviewed the deviation request and determined that the proposal would generally conform to the intent and purposes of the municipal code but that standard concrete vertical curb and gutter consistent with EDM Standard Detail 312 would be necessary. *Exhibit 1, Staff Report, pages 113 and 114; Exhibit 2.CC.*

Deviation No. 5

77. Sound Transit requests site-specific cross section dimension deviations from the requirements of EDM Section 7.7 related frontage improvements. Specifically, Sound Transit requests deviations from standard frontage improvement requirements at several locations due to existing site constraints or alternative improvements agreed upon with the City. This would include deviations: along NE 145th Street at 5th Avenue NE; at the end of NE 149th Street; along 3rd Avenue NE; at the end of 3rd Avenue NE; along 1st Avenue NE; at the intersection to NE 170th Street and 1st Avenue NE; along 1st Avenue NE from NE 172nd Street to NE 174th Street; and at the west street end of NE 178th Street east to 2nd Place NE. Sound Transit notes that these deviations would allow the City and Sound Transit to coordinate in identifying opportunities to provide non-motorized connectivity paralleling the guideway through shared use paths for pedestrian bicyclists (the Trail Along the Rail) and that the locations selected generally do not have sufficient space available to provide both the shared-use path and standard frontage improvements as required in the EDM. Sound Transit contends that the deviations would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and maintainability based upon sound engineering judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. Staff reviewed the proposed deviations and determined that they would conform to the intent and purposes of the municipal code. *Exhibit 1, Staff Report, pages 114 through 116; Exhibit 2.CC; Exhibit 64.*

Deviation No. 6

78. Sound Transit requests a deviation from the requirements of EDM Section 7.7 related to frontage improvements, EDM Section 12.6 related to street ends, and the dimensional standards in Appendix F of the EDM Master Street Plan. Specifically, Sound Transit requests modifications be allowed the NE 161st Street end; the west end of NE 180th Street; the end of NE 189th Street, and the end of NE 195th Street. These areas have been identified as potential locations for shared-use paths. Sufficient space, however, is not available to provide both a shared-use path and standard frontage improvements and street ends as required by the EDM. Sound Transit contends that the deviations would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and maintainability based upon sound engineering

judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. City staff reviewed the proposed deviations and determined that they would generally conform to the intent and purposes of the municipal code but that an 8-foot wide sidewalk on the north side of NE 161st Street should connect to the shared-use path and street trees along the TPSS frontage on the north side of NE 189th Street, along with a connection from the shared-use path to the existing sidewalk on the south side of NE 189th Street to the east should be provided. *Exhibit 1, Staff Report, pages 116 through 117.*

Deviation No. 7

79. Sound Transit requests a deviation from EDM Section 10.2 to restore two existing driveways with 10-foot wide driveway approaches that would be 34 feet apart on Parcel LL200. The EDM normally does not allow a single parcel to have two driveways and generally requires driveways be spaced at least 50 feet apart. One of the driveways, however, appears to have been converted to living space and the request would allow the property owner to retain the existing, nonconforming driveway configuration. Sound Transit contends that the deviations would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and maintainability based upon sound engineering judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. City staff reviewed the proposal and concurred with Sound Transit's assessment. City staff noted, however, that approval of the deviation does not address whether the two driveways were legally established and that future development activity on the parcel may require compliance with required standards. *Exhibit 1, Staff Report, pages 117 through 119; Exhibit 2.CC.*

Design Review Departures

80. SMC 20.30.297.A allows for Administrative Design Review approval of departures from the design standards in SMC 20.50.220 through -.250 and SMC 20.50.350 through -.610 upon a finding that the departure is consistent with the purposes or intent of the applicable design review subsections or justified due to unusual site constraints such that meeting the standards would represent a hardship to achieving full development potential. Sound Transit has requested four departures from site design standards: three of the departures are from site design standards in SMC 20.50.240 and one is from a building design standard in SMC 20.50.250. *Exhibit 1, Staff Report, page 120; Exhibit 2.BB.*

Departure No. 1

81. Sound Transit requests a design departure from the requirements of SMC 20.50.250.D.1.c. Specifically, Sound Transit requests that an average width of 20 feet of Type II landscaping be allowed for the length of the Shoreline South Station garage adjacent to 5th Avenue NE and the I-5 onramp, as opposed to a minimum 20-foot

landscaping width. Sound Transit notes that, by averaging the width and including landscaping within the WSDOT right-of-way north of the I-5 onramp, the total amount of Type II landscaping provided would be more than double what is required and soften the appearance of the parking garage. City staff reviewed the request and concurred with Sound Transit's assessment, noting that the proposed design of the Type II landscaping along the garage frontage would successfully balance providing effective landscape screening of the garage without compromising safety. *Exhibit 1, Staff Report, pages 120 through 122; Exhibit 2.I.*

Departure No. 2

82. Sound Transit requests a design departure from SMC 20.50.250.B.8.a to allow metal siding to extend lower than 4 feet above grade in several locations throughout the project. Specifically, metal panels would extend to within 6 inches of grade at station entrances for the Shoreline South Station and in parts of the Shoreline South Station garage; metal panels would clad the full height of elevator shafts at the Shoreline North Station; and full-height perforated metal screening would be proposed along the east and west facades of the Shoreline North Station Garage at the public and egress stairs. Sound Transit stresses that much of the function of the metal panels in these locations would be decorative, would reduce the apparent scale of buildings and add visual interest, break up structures into smaller scale elements, and permit visibility and ventilation in certain circumstances while still providing security. City staff reviewed the departure request and recommends that it be approved. *Exhibit 1, Staff Report, pages 122 through 125; Exhibit 2.*

Departure No. 3

83. Sound Transit requests a departure from SMC 20.50.240.C.1.d requirement related to site frontage improvements. Specifically, Sound Transit requests that window percentage be reduced to 35 percent of the Shoreline North Station façade facing NE 185th Street and zero percent of the Shoreline North Station garage façade facing NE 185th Street. Sound Transit notes that design features at the station are necessary to provide sufficient access and protection from the elements. City staff reviewed the departure request and concurred with Sound Transit's assessment, noting that the design features of the Shoreline North Station and garage, including façade features, already provide visual appeal. *Exhibit 1, Staff Report, pages 125 and 126; Exhibit 2.*

Departure No. 4

84. Sound Transit requests a departure from SMC 20.50.240.H.1 related to outdoor lighting requirements. Specifically, Sound Transit requests that its own lighting standards be used for the stations and parking garages, which were specifically developed for light-rail stations. Sound Transit reviewed the departure and concurred with Sound Transit's assessment. *Exhibit 1, Staff Report, pages 126 through 128; Exhibit 2.BB.*

Vesting

85. Under SMC 20.30.330.D, a special use permit may be vested for a period of up to five years from the date of Hearing Examiner approval. Sound Transit has requested that this vesting provision apply and City staff recommends that the project vest for a 5-year period from the date of approval. *Exhibit 2.EE; Exhibit 64; Exhibit 66; Exhibit 67.*

Oral Argument and Testimony

86. Attorney Clayton Graham represented Sound Transit at the open record hearing on the proposal. He stated that this is not a run-of-the-mill special use permit, noting that it would affect hundreds of properties in the city. He also noted that Sound Transit is not a “typical” developer but, instead, is a light rail authority working to implement the will of the voters. Mr. Graham pointed out that the project would cost approximately \$2.77 billion to construct. Mr. Graham stressed that the proposal entails construction of an essential public facility and involves a unique use protected by state law. Construction of the LLE, therefore, is subject to local review, but there are limits to the level of regulation that can be imposed. Mr. Graham stated that the City has recognized the unique nature of the project and, accordingly has amended its municipal code and entered into several intergovernmental agreements with Sound Transit to facilitate development of the proposal. Mr. Graham also noted that extensive environmental review has already occurred at the federal and state level and that Sound Transit would use, unchanged, the resulting environmental documents—including all required mitigation measures—through project implementation. Mr. Graham detailed the approval criteria for an SUP and briefly explained how the proposal would satisfy each of the criteria. *Comments of Mr. Graham.*
87. Applicant Representative Taylor Carroll testified that the proposal entails the culmination of 9 years of work. He explained the general features of the proposal and stressed that many stakeholders have been involved in the project. He noted that there are a body of other regulations and standards apart from those existing in the City’s municipal code that Sound Transit must comply with, which sometimes creates conflict. Mr. Carroll noted that the many requested code modification, engineering deviations, and design review departures were requested because of this. Finally, Mr. Carroll stressed that this project has been collaborative with the City and that several creative solutions to issues have been put forth throughout the process. For instance, Sound Transit, the City, and the King Conservation District have agreed on a draft landscape improvement proposal for private property to address landscaping and visual impacts throughout the city that would involve the King Conservation District planting additional vegetation, on the private property of those interested, in neighborhoods surrounding the guideway. Mr. Carroll also stressed that Sound Transit focused extensively on complying with the City’s Guiding Principles for Light Rail to ensure the project would be designed in a manner consistent with the City’s intentions. *Testimony of Mr. Carroll.*

88. Sound Transit Executive Project Director Rod Kempkes testified about cost-reduction efforts that occurred during the iterative design process and noted that Sound Transit agreed to add a pedestrian bridge from the Shoreline South Station to the associated parking garage with contributions from the City and King County Metro. *Testimony of Mr. Kempkes.*
89. Juniper Nammi, City of Shoreline Sound Transit Project Manager, testified generally about the proposal and discussed the regulatory framework associated with it. She explained that the project Early Work has already begun, including siting of interim park-and-ride facilities, tree removal, wetland mitigation, demolition of structures, moving utilities, and staging. Ms. Nammi touched on the “Trail Along the Rail” project and explained that, in several instances, the City determined that it would make more sense for Sound Transit to contribute to such a proposal rather than provide frontage improvements in areas adjacent to the guideway that would have minimal project impacts. She also noted that the partnership with King Conservation District was designed to provide an alternative to standard landscaping requirements in light of site constraints associated with the project guideway and WSDOT’s limited access right-of-way. Ms. Nammi also testified, at length, about measures that would be taken to ensure that traffic impacts and impacts from construction and operational noise are mitigated. *Testimony of Ms. Nammi.*
90. City Senior Planner Jennifer Wells testified about the proposed design review departures, the impacts the proposal would have to Ridgecrest Park and Twin Ponds Park, tree removal that would occur during site development, construction staging, and sustainability. *Testimony of Ms. Wells.*
91. Diane Pottinger, the District Manager for the North City Water District, testified that the District supports the proposal. *Testimony of Ms. Pottinger.*
92. Area resident Michael Cameron testified that he is concerned about vegetation for the area near his residence. Specifically, he expressed concern that not enough visual barrier would be provided to screen the elevated guideway from his property. Mr. Cameron noted that he is aware of the partnership with the King Conservation District but believes there is adequate area to provide a good visual buffer without the need to plant additional vegetation on his own property. *Testimony of Mr. Cameron.*
93. John Logan, the Applicant’s Landscape Architect, testified in response to Mr. Cameron. He noted that he is aware of Mr. Cameron’s concerns and that Sound Transit widened the planting area in the vicinity from 15 feet to 25 feet to help alleviate such concerns. Mr. Logan stated, however, that because WSDOT would not allow additional vegetation (especially tall vegetation) within its limited access right-of-way, there is little more that Sound Transit can do to assuage Mr. Cameron’s concerns about the proposed vegetative buffer in the vicinity of his residence. Mr. Carroll also noted that he corresponded with

Mr. Cameron several times and that the partnership with the King Conservation District would provide an alternative in obtaining an appropriate visual buffer from Mr. Cameron's property. *Testimony of Mr. Logan; Testimony of Mr. Carroll.*

Staff Recommendation

94. Ms. Nammi and Ms. Wells testified that City staff recommend approval of the SUP, with conditions. After clarifying several details, Mr. Graham and Mr. Carroll noted that Sound Transit would agree to and comply with the recommended conditions of approval. *Exhibit 1, Staff Report, 129 through 149; Exhibit 64; Testimony of Ms. Nammi; Testimony of Ms. Wells; Statement of Mr. Graham; Testimony of Mr. Carroll.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner is authorized to conduct public hearings and issue final decisions for land use applications that are required to have a public hearing. *SMC 2.15.060.B.* Quasi-judicial decisions, or "Type C" decisions, involve "the use of discretionary judgment in the review of each specific application" and are heard by the City Council or Hearing Examiner. *SMC 20.30.060.* *SMC 20.30.060* dictates that the Hearing Examiner hear applications on special use permits. *SMC 20.30.060; SMC 20.30.330.*

Criteria for Review

Under *SMC 20.30.330.A*, the purpose of a special use permit is:

to allow a permit granted by the City to locate a regional land use including essential public facilities on unclassified lands, unzoned lands, or when not specifically allowed by the zoning of the location, but that provides a benefit to the community and is compatible with other uses in the zone in which it is proposed. The special use permit may be granted subject to conditions placed on the proposed use to ensure compatibility with adjacent land uses. The special use permit shall not be used to preclude the siting of an essential public facility.

The Hearing Examiner shall only grant a special use permit if:

1. The use will provide a public benefit or satisfy a public need of the neighborhood, district, City or region;
2. The characteristics of the special use will be compatible with the types of uses permitted in surrounding areas;
3. The special use will not materially endanger the health, safety and welfare of the community;
4. The proposed location shall not result in either the detrimental over-concentration of a particular use within the City or within the immediate

area of the proposed use, unless the proposed use is deemed a public necessity;

5. The special use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood;
6. The special use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts;
7. The location, size and height of buildings, structures, walls and fences, and screening vegetation for the special use shall not hinder or discourage the appropriate development or use of neighboring properties;
8. The special use is not in conflict with the basic purposes of this title; and
9. The special use is not in conflict with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Plan, SMC Title 20, Division II.

SMC 20.30.330.B.

In addition to the criteria in SMC 20.30.330.B, a special use permit for a light rail transit system/facilities located anywhere in the City may be granted only if the Applicant demonstrates the following standards are met:

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

SMC 20.30.330.C.

A public agency may, at the time of application or at any time prior to submittal of the SUP application to the City Hearing Examiner, request a modification in the vesting expiration

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provisions of SMC 20.30.160, allowing for vesting of the SUP for a period of up to five years from the date of Hearing Examiner approval or, if the SUP provides for phased development, for a period of up to 10 years from date of Hearing Examiner approval. If permitted, the expiration date for vesting shall be set forth as a condition in the SUP. Here, the Applicant and City have agreed to a 5-year vesting period from the date of the Hearing Examiner's decision.

The criteria for review adopted by the City Council are designed to implement the requirement of chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. *RCW 36.70B.040.*

Conclusions Based on Findings

1. **With conditions, the proposal would comply with the requirements for a special use permit under SMC 20.30.330.B.** The City provided reasonable notice of the application and public hearing and provided adequate opportunity for members of the public to comment on the proposal. In addition, Sound Transit provided extensive public outreach on the proposal over the course of the last several years and worked diligently to respond to concerns raised by members of the public in relation to all aspects of the project. The Applicant and the Federal Transit Administration prepared environmental impact statements and evaluated alternatives as required under the State and Federal Environmental Policy Acts and Sound Transit would comply with the resulting requirements of the Final Environmental Impact Statement and Record of Decision.

The proposal would provide public benefits for the residents of the city, as well as the region, and is an essential public facility. The LLE is part of the regional Link Light Rail System, a critical part of a region-wide effort to meet the public need for relief of traffic congestion in daily commutes. It would provide a reliable transit option between Seattle and Lynnwood and the two proposed stations would promote strong, multi-modal connections between light rail, high-capacity transit, and non-motorized circulation by providing bicycle storage, parking stalls, passenger drop-off loops, parking for shared vehicle services, and multiple pedestrian access paths to each station. Given the burgeoning volume of traffic in the area, providing an affordable, reliable method of public transportation benefits the region and the city. The project would allow for reduced reliance on single-occupancy vehicles, reducing traffic volumes and allowing the City to fulfill its commitment to reducing emissions. The project would also provide economic benefits through higher property values and employment/business creation.

The proposal would be compatible with the types of uses permitted in surrounding areas. It would be located partially within WSDOT and other public rights-of-way and within the R-6, MUR-45, and MUR-70 zoning districts. The areas around the stations have recently been zoned MUR-70, and the station and garage sites would be consistent with

the adopted 145th Station and 185th Station Subarea Plans. The proposal would help create a land use, transportation, and infrastructure framework for a livable, equitable, and sustainable transit-oriented community. The design elements of each station and garage demonstrate compatibility with the surrounding built environment. The facades, plazas, landscaping, and site circulation areas have been scaled to accommodate patron volumes while maintaining a pedestrian-level sense of detail and texture, consistent with surrounding properties and uses. Both stations would include public gathering space and would facilitate connection with pedestrian-oriented access points. Public art would also be implemented at both stations to enhance the facilities. Appropriate setbacks, noise walls, and vegetative buffering would be provided to soften the appearance of the guideway. To ensure compatibility with surrounding properties, Sound Transit would use setbacks, construct noise walls, and provide vegetative buffering. In addition, appropriate design elements and features would be incorporated throughout the proposal, and the proposal would include appropriate landscape screening, texture, and color-treatment of sound and retaining walls; public gathering spaces; multi-modal improvements connecting neighborhoods; and mitigation for noise, traffic, and parking impacts.

The use would not materially endanger the health, safety, and welfare of the community, and the stations, garages, and associated plazas have been designed to incorporate Crime Prevention through Environmental Design (CPTED) techniques. Increased auto and bus traffic is accounted for in the station design. Landscape and physical delineation would be used to help separate vehicle space from pedestrian environments for greater safety, and screening material on the lowest level of the garages would allow visibility into the garages. Alcoves, blind corners, and dead-end corridors have been avoided through the design process. Landscaping would ensure clear site lines at all intersections, access points, and pedestrian plazas. The design also includes egress stairs, emergency phones, safety signage, fire alarms, fences, walls, and other barriers to reduce inadvertent access to the light-rail tracks. Audible alarm systems and warning devices would also be used at each station. Noise and vibration impacts on adjacent communities, as well as impacts from construction noise, would be addressed, and appropriate mitigation measures would be employed. The proposal would not materially endanger the health, safety, and welfare of the community. Sound Transit would provide Link Light Rail Emergency Responder training to Shoreline Fire Department personnel and prepare maintenance-of-traffic or traffic-control plans to address pedestrian safety and vehicular movement at school crosswalks during school zone hours.

Chapter 20.60 SMC ensures that adequate provisions of public facilities and services are maintained as new development occurs and costs are fairly allocated. The Ronald Wastewater District, North City Water District, Shoreline Fire Department, and other City departments reviewed the proposal and determined that, with conditions, adequate

wastewater disposal, water supply, fire protection services, and adequate streets and access are provided for the proposal.

Pedestrian and vehicular traffic associated with the project would not be hazardous or conflict with existing and anticipated traffic in the neighborhood. Although the stations would increase pedestrian and vehicular traffic in the vicinity of the stations, the LLE project would (overall) relieve traffic congestion throughout the region, including within Shoreline. Traffic impacts were addressed through the SEPA process, and Sound Transit would mitigate traffic as required by the FTA ROD.

Public facilities and services were evaluated through the SEPA process. No adverse impacts on public facilities, including parks and recreational facilities, transit service, libraries, school districts, emergency services, or fire protection, were identified. Upgrades to available utilities are necessary, and Sound Transit would work with Seattle City Light and other service providers to ensure such upgrades occur.

The location, size, and height of the LLE and associated infrastructure would not hinder or discourage the appropriate development or use of neighboring properties. All buildings, structures, walls, fences, and landscaping would meet the City's code requirements, where possible. Otherwise, Sound Transit has collaborated with the City to identify appropriate modifications or departures that would ensure that development or use of nearby properties is not hindered.

The proposal is a result of a collaborative effort with the City and, as such, would not conflict with the basic purpose of the City's Unified Development Code. The special use would not conflict with the requirements of the City's critical areas regulations or the City's Shoreline Master Program (SMP). Sound Transit has already received three CASUPs for the proposal addressing (and mitigating for) impacts to critical areas, and it would obtain floodplain development permits and construction permits, as necessary, prior to construction. In 2015 and 2016, the City adopted two subarea plans specifically addressing the two proposed stations. The proposal would promote the development of properties in these subareas at a level envisioned by the City's zoning code. The purpose of the Title 20 SMC (the Unified Development Code) is to ensure a vibrant, healthy, and safe community is formed through high-quality and environmentally sustainable development. The proposal would lessen congestion and provide a transit corridor for transit-oriented development consistent with this basic purpose. Moreover, the proposal would be consistent with the applicable goals and policies of the City's Comprehensive Plan.

Conditions unique to the proposal and those required of all development permits are necessary to ensure development meets all requirements of the municipal code and the

City's other development standards and to ensure that all concerns raised by reviewing departments and agencies have been adequately addressed. *Findings 1 – 94.*

2. **With conditions, the proposal would comply with the requirements for a light rail transit system/facility under SMC 20.30.330.C.** The American Public Transportation Association awarded Sound Transit “Platinum” signatory status level for its commitment to sustainability, and this commitment would continue throughout the LLE project. The LLE project is a key component to providing a sustainable alternative to single-occupancy vehicle travel throughout the city and region. All stations would be built to the highest energy efficiency standard, are independently commissioned, provide significant alternative transportation access, rely on recycled and low-emitting materials, and incorporate LID management techniques whenever feasible. Sound Transit’s own standards require all stations to align to the Seattle Energy Code, one of the most progressive in the country. Through efficient building design strategies, occupancy sensors, daylight photocell sensors, and LED lighting, it is anticipated that the energy use index of the proposed stations would be significantly lower than national averages for transit facilities.

The garages are designed for future compatibility with solar panel systems along the south or west facades and to allow for future installation of electric vehicle charging stations. Sustainable architectural and site-design features would be incorporated throughout, and building materials that pose significant environmental threats would be avoided. Bicycle facilities and carpool spaces encourage low-carbon commuting and would be available at the stations. Proposed landscaping would be native and/or adaptable to the region and would be supported by a temporary, water-efficient irrigation system that could be abandoned once landscaping is established. Over the course of construction, Sound Transit would require that a minimum of 80 percent of total, non-hazardous waste produced as a byproduct of construction be diverted from landfills.

The proposal would include a number of equitable features to make the facility accessible to all riders. For instance, the facilities would employ universal design principles and would be compliant with ADA requirements. Safety devices would be provided to accommodate visually impaired customers, and tactile wayfinding provisions would be provided to assist people with vision impairments.

Sound Transit completed an FEIS for the proposal, and efforts would be made to avoid impacts to city infrastructure or to mitigate for unavoidable impacts. Sound Transit would implement all required mitigation measures, from the FEIS and the RODs, which were produced during SEPA review.

Sound Transit designed the proposal to ensure that it would comply with the City’s Guiding Principles and, through an iterative, collaborative process, Sound Transit and the

City have ensured that the proposal will comply with these principles, as required by the Comprehensive Plan. City staff reviewed the proposal for compliance with the specific criteria for light rail facilities under SMC 20.30.330.C, including compliance with the promulgated Guiding Principles, and generally concurred with Sound Transit's assessment. The Hearing Examiner concurs with City staff's assessment.

As noted above in Conclusion 1, conditions unique to the proposal and those required of all development permits are necessary to ensure development meets all requirements of the municipal code and the City's other development standards and to ensure that all concerns raised by reviewing departments and agencies have been adequately addressed. *Findings 6, 17 – 94.*

3. **The Applicant has demonstrated compliance with the requirements of SMC 20.40.438.B and C to receive four code modifications.** Sound Transit requested four modifications to requirements of the municipal code. City staff reviewed these modification requests and determined that, with conditions, the requests would warrant approval. The Hearing Examiner concurs with the City's assessment. *Findings 67 – 71.*
4. **The Applicant has demonstrated compliance with the requirements of SMC 20.30.290 to receive seven deviations from engineering standards.** Sound Transit requested seven modifications to requirements of the City's engineering standards. City staff reviewed the requested deviations and determined that, with conditions, the requests would warrant approval. The Hearing Examiner concurs with the City's assessment. *Findings 72 – 79.*
5. **The Applicant has met the requirements under SMC 20.30.297.A for four departures from design standards.** Sound Transit requested four departures from the City's design standards. City staff reviewed the requested departures and determined that, with conditions, the requests would warrant approval. The Hearing Examiner concurs with the City's assessment. *Findings 80 – 84.*
6. **The special use permit shall vest for a period of 5 years from the date of this decision.** Under SMC 20.30.330.D, a special use permit may be vested for a period of up to five years from the date of Hearing Examiner approval. Sound Transit has requested that this vesting provision apply and City staff recommends that the project vest for a 5-year period from the date of approval. The Hearing Examiner concurs with the assessment of both parties and concludes that the permit shall vest for a 5-year period from the date this decision is issued. *Finding 85.*

DECISION

Based upon the preceding findings and conclusions, the request for a special use permit to construct approximately 3.2 miles of the Lynnwood Link Extension Project regional light rail

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transit system and facilities, designated an essential public facility, including two light rail stations, two parking garages, light rail guideway, related systems equipment, and associated infrastructure relocations and improvements within the city of Shoreline, between NE 145th Street and NE 205th Street, is **APPROVED**, with the following conditions:

A. Neighborhood Compatibility

1. Sound Transit shall, consistent with FTA ROD Mitigation Commitment 4.5-A (Exhibit 7, pp. B-6 to B-7), provide landscape screens as visual buffers between the light rail facilities and residential zones or development up to twenty (20) feet wide as required by SMC 20.50.490, except in locations where Code Modification No. 3, described in Section II(C) of this staff report, is applicable. Approval of Code Modification No. 3 is granted, contingent on:
 - a. Exact locations where Code Modification No. 3 applies shall be generally consistent with locations described in Section II(C), and shall be confirmed in the respective Sound Transit site development permit applications for the Project for review and approval by the City; AND
 - b. Sound Transit shall, in consultation with the City and King Conservation District, finalize and execute an intergovernmental agreement (Partnership Agreement) with a scope of work and funding requirement in an amount not to exceed Two Hundred Fifty Thousand, Nine Hundred and Fifty-Two Dollars (\$250,952). The Partnership Agreement shall be substantially the same as the *DRAFT – April 9, 2019, Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership* attached as Exhibit 27 and executed by Sound Transit and the participating parties no later than August 31, 2019, unless the City agrees to extend this deadline; OR
 - c. In the event that a Partnership Agreement is not executed by the deadline referenced above, Sound Transit shall execute an agreement with the City and provide funding not to exceed Two Hundred Fifty Thousand Nine Hundred Fifty-Two Dollars (\$250,952) directly to the City for the same or equivalent scope of work to meet the intent of the City’s code for landscape screen requirements no later than January 1, 2020. The payment will be used for planting of the same quantity of trees and understory vegetation, as originally proposed in the Partnership Agreement (Exhibit 27) or alternate scope of landscape enhancement related work as mutually agreed to by the City and Sound Transit, within one quarter mile of the Project Corridor within the City.
2. If adjacent properties redevelop during or after construction of the Project, Sound Transit should work collaboratively with the developers to facilitate non-motorized connections between the station sites and adjacent Transit Oriented Development. If such collaboration results in removal of visual screening or noise walls, then Sound Transit is permitted to do so.

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3. Approval is granted for the four (4) design departures to the standards listed and described in Section II(E) of this staff report. These departures are found to meet the criteria under SMC 20.30.297 by meeting the Commercial Design Standards purposes listed in SMC 20.50.240.A for Site Design and SMC 20.50.250.A for Building Design.
 - a. SMC 20.50.240.C.1.d: Site Frontage
Minimum required window area at the Shoreline North/185th Station and Garage ground floor façades shall be 35 percent minimum for the station and zero percent for the garage facing NE 185th Street.
 - b. SMC 20.50.240.D.1: Corner Sites
Type II landscaping shall be provided with 20 feet of depth on average for the length of the Shoreline South/145th Garage building façade adjacent to 5th Avenue NE and the I-5 onramp.
 - c. SMC 20.50.240.H.1: Outdoor Lighting
Sound Transit may use the DCM (Table 21-3) required lighting level in place of the light levels required in SMC 20.50.240.H.1.b. and .c so long as the standards in 20.50.240.H for pole heights and shielding to protect neighboring properties are met.
 - d. SMC 20.50.250.B.8: Building Articulation – Materials
Sound Transit may install metal siding or metal perforated screening .extending as low as six (6) inches above grade at the Shoreline South/145th and Shoreline North/185th Stations and Garages.

B. Noise

1. Construction Noise:
 - a. The Construction Noise and Vibration Mitigation and Monitoring Plan prepared for the Project shall be subject to City review and approval with the Master Site Development and ROW Use Permits main package revisions. The plan shall be provided to the City at least 30 days prior to initiating main package construction activities. The plan shall include regular reporting on monitoring to the City during construction.
 - b. Temporary noise barrier materials shall comply with the minimum density standard of four (4) pounds per square foot.
 - c. Nighttime construction work outside the limits of weekday and/or weekend hours in SMC 9.05.040 shall be subject to application for variance pursuant to SMC 9.05.080.
 - d. Noise abatement measures (including temporary noise barriers) shall be monitored weekly during construction, and any damage or issues with the noise abatement measures shall be repaired or rectified within three days of identifying the issue, to ensure that such measures are installed and maintained to specifications. Complaints regarding noise abatement

measures provided to residents for use inside their homes shall be addressed through the public engagement process and do not require regular monitoring by Sound Transit.

- e. In locations where existing noise walls will be removed and other areas along the Project Corridor where identified in the Construction Noise Report (Exhibit 2, Attachment X), Sound Transit shall install temporary noise barriers shall be installed to provide mitigation of highway and/or proximate construction noise until proposed walls are constructed consistent with Mitigation Commitments 4.7-D and 4.7-E in the 2015 FTA ROD Mitigation Plan (Exhibit 7, p. B-9 to B-10). Replacement walls shall be constructed as soon as possible, and no later than prior to start of light rail guideway systems testing (prior to trains running on tracks).
- f. Sound Transit shall comply with SMC 9.05 Noise control for all construction staging sites for the Project and shall, as part of the construction Noise and Vibration Control Plan(s), submit proposal(s) for assessing, and if needed, mitigating noise from offsite staging areas for City approval and acceptance under the required site development permit(s). The proposal(s) shall include the following:
 - 1) Processes for documenting ambient noise levels prior to start of construction staging use and changes in noise levels at adjacent properties after construction staging use begins;
 - 2) Process for assessing subsequent changes in the construction staging noise levels due to new or different construction staging activities occurring in the staging area that are expected to increase noise levels or when complaints are received by the City or Sound Transit staff;
 - 3) Threshold of change in noise levels, above which noise mitigation measures would be implemented; and
 - 4) Proposed mitigation measures consistent with FTA ROD Mitigation Commitment 4.7E (Exhibit 7) to be used if the agreed noise threshold is exceeded.

2. Operational Noise:

Sound Transit shall mitigate for operational noise impacts from the Project consistent with the recommendations in the final Noise, Vibration, and Groundborne Noise Reports for the Project and consistent with Mitigation Commitments 4.7-A in the 2015 FTA ROD Mitigation Plan (Exhibit 7, p. B-8), which provides for measures such as walls, acoustic panels, lubrication ready track design, acoustical treatment of service area rooms and the underside of platform canopies, and residential sound insulation improvements to individual residences.

3. Public Engagement:
 - a. Sound Transit, prior to start of construction, shall notify the public of the noise-complaint process and shall provide public notification procedures to the City for review and approval.
 - b. Any noise complaints received by Sound Transit shall be provided to the City including regular summary of any complaints received and resolutions.
 - c. Sound Transit shall offer a Noise Mitigation Package to the residents of properties identified in the final Construction Noise, Vibration and Groundborne Noise Reports for the Project as expected to experience an increase of 6dBA or greater during construction, even with temporary noise barriers installed, as proposed in the final LLE Construction Outreach Plan (Exhibit 2, Attachment FF, Appendix 2, pp. 7-8).

C. Multimodal Transportation

1. Sound Transit shall complete and submit construction management plans including Maintenance of Traffic (MOT) Plan(s) and Traffic Control Plans (TCP), for City review and approval through applicable construction permits, that assess and mitigate for construction impacts to traffic on both arterial and local streets consistent with Mitigation Commitments 3-M, 3-N, and 3-Q, in the 2015 FTA ROD Mitigation Plan (Exhibit 7, p. B-4 to B-5) and SMC 20.40.438.E.2 and include the following:
 - a. In coordination with the City, determine the scope and study parameters for the evaluation of light rail construction impacts to traffic on arterial and local streets where traffic impacts during construction are anticipated. The scope shall include potential mitigation actions to address specific traffic impacts;
 - b. Complete a baseline traffic survey documenting preconstruction traffic on streets within approximately ¼ mile of the station sites and areas of construction impact to City ROW along the corridor. Submit a report of the baseline survey to the City prior to the issuance of ROW main package construction permits;
 - c. Specify, in the construction management plan, the process for identifying, resolving, and escalating traffic safety impacts through study and coordination with the City on mutually agreeable and efficient mitigation actions that generally meet the intent of the City's Neighborhood Traffic Safety Program and are consistent with Sound Transit's ROD Mitigation Commitments. In the event a proposed mitigation measure does not adequately address a specific issue in a given location, the City and Sound Transit shall reconvene to determine a secondary mitigation approach. Sound Transit shall implement the second traffic mitigation measure, after

- which the City will be responsible for any subsequent replacement, modification and maintenance for that specific issue and location;
- d. In cases where Sound Transit and the City identify persistent arterial level of service failures in accordance with SMC 20.60.140.A, Sound Transit and the City will mutually agree on additional measures to be submitted by Sound Transit for review and approval under applicable construction permits and then implemented by Sound Transit to mitigate the failures; and
 - e. Public outreach for the traffic impact study and construction mitigation of any identified traffic impacts shall be generally consistent with Sound Transit's existing community outreach program. The outreach shall ensure advanced notification is provided before construction activities begin and create a venue for Shoreline residents to discuss construction impacts and issues.

The City will be responsible for maintaining any traffic controls that remain in City ROW after completion of Project construction.

2. Sound Transit shall include, in the required Maintenance of Traffic (MOT) Plan(s) and Traffic Control Plans (TCP) for the Project, methods to address pedestrian safety and vehicular movement at school crosswalks, especially adjacent to North City Elementary School (816 NE 190th Street) and Cascade K-8 School/Aldercrest Elementary (2800 NE 200th Street), during school zone hours. Sound Transit shall coordinate with Shoreline School District to identify the school crosswalks that may be impacted by construction and haul routes on local streets and to determine where flaggers or other traffic control measures should be implemented. MOT Plans or TCPs containing these methods shall be submitted for City review under the relevant ROW Permits.
3. Sound Transit shall coordinate with other public agency capital projects and development projects near the Project Corridor, providing other construction projects reasonable use of the ROW to the maximum extent feasible and to the satisfaction of the City consistent with FTA ROD Mitigation Commitment 4.3-B (Exhibit 7, p. B-6). Conversely these projects should expect that they will also be conditioned to coordinate their ROW use with Sound Transit and the City.
4. Sound Transit shall develop a construction haul route plan that minimizes use of local residential streets for haul routes. The construction haul route plan shall be submitted with the Master Right-of-Way Use permit application.
5. Sound Transit shall provide funding for multimodal access improvements for both the Shoreline South/145th and Shoreline North/185th Station Subareas as set forth in Section III in the Funding Agreement (Exhibit 2, Attachment H, p.p. 4-6), and

in Table 1 of the *Multimodal Access Assessment and Mitigation Plan* (Exhibit 2, Attachment O, pp. 2-3).

6. Sound Transit shall design, construct, and dedicate ROW for segments of multi-modal frontage improvements in locations cooperatively identified by the City and Sound Transit pursuant to the Funding Agreement (Exhibit 2, Attachment H) and the Street Ends and Balance Sheet Letter of Concurrence (Balance Sheet LOC) dated March 18, 2019 (Exhibit 17). Sound Transit shall complete construction in such a manner so as not to preclude the City's future Trail Along the Rail project. In order to facilitate the cooperatively identified non-standard frontage improvements the following additional decision approvals are necessary:
 - a. Code Modification No. 4 allowing for frontage improvements consisting of only ROW dedication in the locations agreed upon in the Balance Sheet LOC is approved to support future City construction of multi-modal facilities in locations where the Project is not increasing local non-motorized traffic.
 - b. Engineering Deviations Nos. 4, 5, and 6 are also approved with conditions to facilitate construction of non-standard shared-use path and shared-use sidewalk frontage improvement segments in areas constrained by site specific conditions and within existing ROW to reduce acquisition impacts to properties adjacent to the Project. See subsection D. Public Facilities and Services for the conditions applicable to these engineering deviations.
7. Project multi-modal improvement elements of the Project to be designed and constructed by Sound Transit shall comply with National (American Association of State Highway and Transportation Officials (AASHTO) and the Manual on Uniform Traffic Control Devices (MUTCD)) standards and City standards (EDM and Standard Details).
8. Sound Transit shall pay the final invoiced cost directly to King County for the Traffic Signal Modifications at the intersection of N 185th Street and Meridian Avenue North consistent with FTA ROD Mitigation Commitment 3-B (Exhibit 7, p. B-2) and with the scope and cost estimate for this work (Exhibit 2, Attachment Q).
9. Sound Transit shall complete restriping of N 185th Street between 1st Avenue NE and connecting to restriping required on the I-5 overpass for the Project to provide the required two-way left turn lane or refuge area consistent with FTA ROD Mitigation Commitment 3-B (Exhibit 7, p. B-2) and generally consistent with (Exhibit 2, Attachment P).
10. Sound Transit shall complete and implement a Traffic Mitigation Study and Plan for the first year of revenue service to identify and mitigate for post construction

impacts to traffic on both arterial and local streets within approximately ¼ mile of the station sites consistent with ROD Mitigation Commitment 3-D (Exhibit 7, p. B-2 to B-3) and include the following:

- a. Prior to issuance of the Stations' Certificates of Occupancy in coordination with the City, determine the scope, timing, public outreach approach, escalation process, and study parameters for the evaluation and mitigation of traffic impacts. The study and mitigation plan will focus on arterial and local streets within approximately ¼ mile of both the Shoreline South/145th and Shoreline North/185th Station sites and address impacts from cut-through traffic or pick-up and drop off in areas not designated for this use;
- b. A pre-revenue service baseline traffic survey documenting pre-service traffic on streets near both station sites for measuring against post-revenue service traffic conditions and provide a report to the City prior to the first day of revenue service.
- c. A traffic survey or surveys within the same study area approximately three to six months after the first day of revenue service to verify public feedback and compare the results with the pre-revenue service baseline.
- d. A Traffic Mitigation Plan to the City that identifies potential mitigation actions to address specific traffic impacts and, specifies the process for identifying and resolving traffic safety impacts within one year following the first day of revenue service, in coordination with the City, through mitigation actions that generally meet the intent of the City's Neighborhood Traffic Safety Program and are consistent with Sound Transit's mitigation actions; and
- e. In cases where Sound Transit and the City identify persistent safety issues due to patron pick-up and drop off in undesignated locations, Sound Transit and the City will mutually agree on additional measures which Sound Transit shall submit to the City for review and approval under applicable permits and then implemented by Sound Transit to mitigate the issues.

The City will be responsible for maintaining traffic controls that are installed in City ROW to mitigate for traffic impacts after the start of revenue service.

11. Pursuant to FTA ROD Mitigation Commitments 3-O (Exhibit 7, p. B-5), Sound Transit shall minimize the number and duration of temporary pedestrian or multi-use path or bridge closures and reroutes associated with construction of the LLE Project; when closures are unavoidable, Sound Transit shall coordinate with the City to develop detours and to provide advanced public information and signed detour routes to allow for continued connections.

D. Public Facilities and Services

1. Pursuant to Chapter 20.60 SMC, Sound Transit shall comply with the following public facilities and services requirements for the LLE Project prior to issuance of the Stations' Certificates of Occupancy: sewer/wastewater disposal, public water supply, fire protection services, surface water and stormwater management, streets, and vehicular and pedestrian access.
2. All connections for the provision of sewer/wastewater and water within the City's ROW shall be made in accordance with the applicable standards set forth in the 2016 EDM or the 2019 EDM, depending on permit vesting dates.
3. Sound Transit shall relocate and improve sanitary sewer system infrastructure consistent with the Wastewater Agreement (Exhibit 14), or as amended.
4. Prior to discharging into the Ronald Wastewater District (RWD) sanitary sewer system, Sound Transit shall obtain an RWD Industrial Discharge Permit. Approval of this permit will require an approved Industrial Discharge Permit issued by either the King County Wastewater Treatment Division – Industrial Waste Program or the City of Edmonds Wastewater Treatment Plant Division. Sound Transit shall comply with applicable code requirements and conditions of the issued permits.
5. Prior to discharging into the RWD sanitary sewer system, Sound Transit shall construct, and convey to RWD, a manhole structure (access point and connecting pipe), if such an approved structure is not already existing, pursuant to the applicable specifications set forth in the RWD Developer Extension Project Manual, Version R1-23-2014 (2014 DEPM). Sound Transit shall execute a Contract for Developer Extension with RWD for construction of the manhole structure or obtain any other required approval or permit for this work from RWD.
6. Future stub-outs for single family residential water and sanitary sewer service connections shall be retained or reinstalled by Sound Transit for all single-family residential zoned (R-6) parcels identified by Sound Transit as potential surplus parcels, including the following parcels as identified on Exhibit 2, Attachment I, Drawing Nos. L85-eRPP125 and -eRPP128:
 - a. LL-172 at the terminus of NE 156th Street (maintain or replace stub-outs for existing parcel);
 - b. LL-182 at the terminus of NE 163rd Street (maintain or replace stub-outs for existing parcel); and
 - c. During construction, if additional potential, individual and non-contiguous surplus properties are identified in areas zoned R-6, Sound Transit shall

maintain or provide water and sanitary sewer utility stub-out service connections to the property lines.

7. Pursuant to the Uniform Plumbing Code and Uniform Plumbing Code Standards, as adopted by SMC 15.05.010.F, Sound Transit shall install backflow preventers at all public water service connections.
8. Sound Transit shall secure all necessary permits or authorizations from NCWD and comply with all terms and conditions set forth therein and in the *Utility Relocation and Water Extension Agreement* (Water Agreement), entered into between the North City Water District (NCWD) and Sound Transit dated May 1, 2017 (Exhibit 15), or as amended, prior to issuance of the Stations' Certificates of Occupancy. Consistent with Section 5 of the Water Agreement and to provide adequate public water service to the Project, Sound Transit shall provide the following water system modifications and improvements or comparable alternative improvements, as required and approved by NCWD.
 - a. Install a tee on the SPU water main within the 5th Avenue NE right-of-way near the existing inactive NCWD connection, identified to be removed by ST, for a future NCWD connection.
 - b. Shoreline South/145th Station:
 - 1) Removal of existing water meters, as identified in NCWD approved plans;
 - 2) Installation of an eight-inch water main loop and appurtenances through the Shoreline South/145th Station Site with four (4) air relief valves located west of 5th Avenue NE at the high points of the new main. Valves shall be added adjacent to these services in locations that will support uninterrupted water services to the station will during future maintenance work. New stormwater lines shall be installed both above and below the proposed new water main.
 - c. Within the relocated 1st Avenue NE ROW from just south of NE 159th to NE 161st Streets: Installation of a new eight-inch water main and associated appurtenances, with an air release valve installed at the high point of the main, at the connection with the existing main on NE 161st Street. This work shall be done as part of the Early Work phase and avoid conflicts with other underground utilities that would necessitate bends in the water main.
 - d. Within the relocated 1st Avenue NE ROW from NE 170th Street to NE 174th Street: Installation of a new eight-inch water main and appurtenances. This work shall be done as part of the Early Work phase at depths that will avoid conflicts with other underground utilities that would necessitate bends in the water main.

- e. From NE 175th Street north to Shoreline North/185th Station:
 - 1) Removal of existing water meters, as identified in NCWD approved plans.
 - 2) Installation of a new water main beginning north of NE 180th Street on 5th Avenue NE, extending north to NE 185th Street. The final length of water main extending into NE 185th Street shall be at zero-percent slope so that an air valve at the high point of the line can be installed at the eastern boundary of 5th Avenue NE.
 - f. Shoreline North/185th Station:
 - 1) Installation of a water main along the southern boundary of the Shoreline North/185th Station within the NE 185th Street ROW from the intersection with 8th Avenue NE and the western boundary of the Station near the freeway (I-5).
 - 2) Relocation of an existing air valve on an existing water main southeast of the NE 185th Street and 8th Avenue NE intersection to avoid the new roundabout at this intersection.
 - 3) Installation of a new water main within the 8th Avenue NE ROW in front of the Shoreline North/185th Station.
 - 4) Installation of two new water services and a fire water line to the Station at two locations connecting to the new main on 8th Avenue NE.
 - 5) Location of the new stormwater lines both above and below the proposed water main with the required minimum clearance in accordance with NCWD standards.
 - g. NE 195th Street: Installation of a new eight-inch water main and appurtenances from the light rail line east to NCWD's main near 10th Avenue NE as part of the L200 phase. This main shall remain in service during construction and crews shall make the final connection to the water system.
 - h. NE 200th Street: Removal and/or relocation of the existing water services along NE 200th Street as part of the L200 phase. These services shall meet current NCWD standards.
 - i. NE 205th Street and I-5 Intersection: Installation of a new fire hydrant and irrigation service as part of the L300 phase.
9. Sound Transit shall provide fire flow and water systems improvements for the Shoreline South/145th and Shoreline North/185th Parking Garages, as determined by the North City Water District based on International Fire Code (IFC) Appendix B, as amended by the City, and per the fire flow availability analyses in Fire Flow Availability Certificate Nos. 1520A and 1520E (Exhibit 2, Attachment S), as follows:

- a. Shoreline South/145th Parking Garage: For the proposed Type IB building, the required fire flow is 2,125 gallons per minute (gpm), for a 2-hour duration at a minimum residual pressure of 20 pounds per square inch (psi). To provide this required fire flow, Sound Transit shall provide a pipe loop to the existing 10-inch pipe located in 5th Avenue NE connecting to either an 8-inch or 12-inch diameter pipe.
 - b. Shoreline North/185th Parking Garage: For the proposed Type IIB (sprinklered) building, the required fire flow is 4,000 gpm, for a 2-hour duration at a minimum residual pressure of 20 psi. The available fire flow to this site is 4,600 gpm at residual pressure of 20 psi, with no system improvements needed to provide required fire flow.
10. Sound Transit shall provide standpipe valves with a fire flow of 500 gpm, at a maximum of 200 psi.
 11. Sound Transit shall locate Fire Department Connections (FDC) within 75 feet of a fire hydrant and not across arterial streets. The proposed location of new fire hydrants and FDCs shall be as shown in the July 30, 2018, Letter of Concurrence: AE 0010-15 LOC 14SL (Exhibit 29). Final fire hydrant and FDC locations shall be approved by the Shoreline Fire Department via construction permit review.
 12. Based on the current fire flow analyses as described in the flow availability certificates (Exhibit 2, Attachment S), Sound Transit shall upsize Hydrant B2-12 at 822 NE 195th Street and the associated water main to NCWD minimum required design standards to provide required fire flow. Additional fire hydrant and water main upgrades may be required by the Shoreline Fire Department and NCWD based on final fire flow analyses.
 13. Sound Transit shall provide onsite fire hydrants and mains for the Shoreline South/145th and Shoreline North/185th Stations as required by the Shoreline Fire Department consistent with IFC 507 and SMC 15.05.050.T.1.
 14. Sound Transit shall utilize automatic fire suppression at both the Shoreline South/145th and Shoreline North/185th Stations, as a means of protecting emergency wiring systems as provided in National Fire Protection Association (NFPA) 70, 2017 edition, and in addition to emergency wiring protection options found in NFPA 130 Section 12.4.4, 2014 and 2017 editions, as described in the August 1, 2018 Letter of Concurrence: AE 0010-15: LOC 09SL Automatic Fire Suppression System Protection for Station Emergency Wiring (Exhibit 30).
 15. Sound Transit shall utilize an in-building fire Emergency Voice/Alarm Communication System (EVACS) within all areas of both the Shoreline

South/145th and Shoreline North/185th Stations, as required by NFPA 130 Chapter 5 Standard for Fixed Guideway and Passenger Rail Systems, International Building Code (IBC)/International Fire Code (IFC) Section 907.5.2.2, and NFPA 72 National Fire Alarm and Signaling Code 2016, Chapter 24, as described in the April 8, 2019 Letter of Concurrence: AE 0010-15 LOC 11SL PA System for Emergency Voice/Alarm Communications (Exhibit 31).

16. Sound Transit shall design the top deck for the Shoreline North/185th Parking Garage, where the Transit Center is located, to meet the American Association of State Highway and Transportation Officials (AASHTO) HS-20 load standard to support the weight of Shoreline Fire Department fire apparatuses that need to access the top deck to respond to an emergency.
17. Sound Transit shall provide an unobstructed, fire apparatus access road for every facility, building, or portion of a building constructed on both the Shoreline South/145th Station and Shoreline North/185th Station sites in compliance with IFC 503 Fire Apparatus Access Roads. Any proposed revision to these roads shall be submitted to, reviewed, and approved by the Shoreline Fire Department. Fire apparatus access roads shall comply with the following:
 - a. Unobstructed width of 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches shall be provided;
 - b. Shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced to provide all-weather driving capabilities;
 - c. Shall extend to within 200 feet of all portions of a facility and all portions of the exterior walls of the first story of a building as measured by an approved route around the exterior of the building or facility;
 - d. Dead end fire apparatus access roads exceeding 150 feet in length shall be provided with an approved turnaround, consistent with IFC Appendix D; and
 - e. Road shall be a 15% maximum grade unless approved by the Shoreline Fire Department.
18. Sound Transit shall provide a rolled curb at the 8th Avenue NE entry to the fire apparatus access road at the Shoreline North/185th Station.
19. Sound Transit shall provide key boxes approved by the Shoreline Fire Department, consistent with IFC 506 Key Boxes, for all restricted access facilities during construction and after construction of the Lynnwood Link Extension Project, for immediate access for life-saving or fire-fighting purposes. The operator of buildings or facilities shall immediately notify the Shoreline Fire Department and provide the new key when a lock is changed or rekeyed. The key to such lock shall be secured in the key box.

20. Sound Transit shall provide primary and second emergency responder access points onto the Project guideway, pursuant to the July 30, 2018, Letter of Concurrence AE 0010-15 between Sound Transit and the Shoreline Fire Department (Exhibit 29).
21. All fire sprinkler systems provided for the Lynnwood Link Extension Project by Sound Transit shall comply with NFPA 13 standards, as amended.
22. In the fire control room for each station, Sound Transit shall provide a fire alarm control panel (FACP), FACP relay cabinet, private automatic branch exchange (PBX) and emergency telephone (ETEL) phones, traction power emergency trip station (ETS) switch, public address (PA) microphone, and counter for building maps, manuals, and reference information at both the Shoreline South/145th and Shoreline North/185th Stations.
23. All emergency responder radio coverage at both the Shoreline South/145th and Shoreline North/185th Stations and Garages shall meet IFC Section 510 Emergency Responder Radio Coverage, as amended.
24. Sound Transit shall provide Link Light Rail Emergency Responder training to Shoreline Fire Department personnel prior to the first day of revenue service for the Lynnwood Link Extension Project. The number of personnel and extent of the training to be provided shall be mutually determined with Shoreline Fire Department and at a minimum address the content of Sound Transit's Link Light Rail Emergency Responder Training Guide, most recent version.
25. Pursuant to FTA Rod Mitigation Commitment 4.14-A, Sound Transit shall coordinate with the Shoreline Fire Department during final design to avoid construction impacts to Station No. 65, and to define and implement measures to minimize impacts on response times and operations.
26. Sound Transit shall comply with all applicable provisions in SMC 13.10 Surface Water Utility and SMC 20.70.330 Surface Water Facilities, the Stormwater Management Manual for Western Washington published by Washington State Department of Ecology, henceforth referred to as "Stormwater Manual," the standards in the EDM including Standard Engineering Drawings, reference versions as adopted by the City.
27. Sound Transit shall record Declarations of Covenant, in form acceptable to the City, for all permanent surface water Best Management Practices to be constructed for the Project, per SMC 13.10.245 Operation and Maintenance and

EDM Section 4.9 Declaration of Covenant. The Declaration of Covenant shall be recorded, at Sound Transit's expense, with the King County Recorder's Office by December 31, 2023, and a copy of the recorded document returned to the City.

28. Sound Transit shall install all required utility replacements and improvements as agreed to with all utility agencies providing services to the Project Corridor, prior to issuance of final Certificates of Occupancy for the Stations.
29. Sound Transit shall install required or alternate frontage improvements as specified and agreed to in the Balance Sheet LOC (Exhibit 17) and consistent with approved engineering deviations and code modifications, except when the City issues an approved Right-of-Way Use permit for a non-Sound Transit related development project including frontage improvements that would overlap with improvement required of Sound Transit. If the ROW Use Permit for non-Sound Transit development is issued prior to construction of frontage improvements by Sound Transit, then the City will reevaluate the minimum frontage improvements required of Sound Transit and may revise or reduce the Project requirement for compatibility with permitted improvements required for other development projects on the same ROW as the Project.
30. Sound Transit's deviations request is granted, subject to the conditions set forth below, for Deviation Nos. 2, 3, 4, 5, 6, and 7 as described in Section II(D) of this staff report and consistent with the Balance Sheet LOC (Exhibit 17). The six (6) granted deviations are found to meet the criteria set forth in SMC 20.30.290, subject to the following conditions.
 - a. Deviation No. 2 - NE 185th Street/5th Avenue NE (East of I-5) Intersection deviation from *EDM 13.6 Intersection Grades* approved as proposed.
 - b. Deviation No. 3 - Horizontal Curves of 5th Avenue NE at NE 185th Street deviation from EDM 12.5. *Horizontal Curve Criteria – Table 13. Horizontal Curve Design* approved as proposed.
 - c. Deviation No. 4: Other Deviations in NE 185th Street Vicinity from EDM 7.7(A). *Frontage Improvements* approved with requirement that the design of the cross sections for the proposed 5th Avenue NE deviations is modified to include standard vertical concrete curb and gutter consistent with Standard Detail 312 Curbs.
 - d. Deviation No. 5 - Site Specific Cross Section Dimension Deviation from EDM 7.7(A). *Frontage Improvements* approved as proposed.
 - e. Deviation No. 6 - Alternate Dedication & Path in Lieu of Standard Facilities deviation from EDM 7.7(A). *Frontage Improvements, EDM 12.6 Street End, and EDM Appendix F Master Street Plan* approved with two conditions, as follows:

- 1) NE 161st Street end design shall include an 8-foot wide sidewalk on the north side of NE 161st Street connecting to the shared-use path.
 - 2) End of NE 189th Street design (Drawing No. L85-CRP142 and other related design drawings) shall include provision of street trees along the TPSS frontage on north side of NE 189th Street, and a connection from the shared-use path to the existing sidewalk on the south side of NE 189th Street to the east.
- f. Deviation No. 7 - Restoration of Two Existing Residential Driveways (Parcel LL200) deviation from *EDM 10.2. Access Provision, B. and C.* approved as proposed.
- For construction permit applications that will be deemed complete after February 28, 2019, therefore subject to the 2019 EDM, the City will review the correlating provision in the 2019 EDM and determine if the 2019 EDM resulted in a substantial change to the provision as set forth in the 2016 EDM. If there has been a substantial change that would result in the granted deviation being inconsistent with the 2019 EDM, then Sound Transit must submit a new deviation request to the City, consistent with SMC 20.30.290 and the ministerial decision process. Otherwise, Sound Transit shall be permitted to apply the granted deviations to construction permit applications deemed complete after February 28, 2019.
31. Except as provided in the Partnership Agreement referenced in Condition A.1.b, and c, Sound Transit shall, at its own cost and expense, maintain, monitor, and timely replace as necessary all required street trees for a minimum of three (3) years from the date of the City's acceptance of as-built drawings that indicate actual planted locations and quantities for the required ROW permit under which the street trees will be planted. No financial guarantee is required for the street tree maintenance and monitoring period consistent with RCW 35.21.470.
 32. Sound Transit shall, at its sole cost and expense, ensure the maintenance and operation of all ROW frontage improvements, ROW drainage facilities, and on-site drainage facilities for a period of at least two (2) years from the date of the City's acceptance of as-built drawings for such improvements or facilities for the required ROW permit under which the frontage improvements or drainage facilities were installed. No financial guarantees are required for the frontage improvement and drainage facilities maintenance and monitoring periods consistent with RCW 35.21.470.

33. Sound Transit construction trucks shall minimize and manage co-mingling with pedestrian, bus, and parent traffic to/from the Cascade K-8 School/Aldercrest Elementary and North City Elementary school sites during the start and end of the main school day via best practices such as traffic control measures or scheduling of work and consistent with FTA ROD Mitigation Commitment 3-M (Exhibit 7, p. B-4 to B-5), as follows:
 - a. Cascade K-8 School/Aldercrest Elementary: between 8:45 a.m. – 9:15 a.m. and 3:15 p.m. – 3:45 p.m.
 - b. North City Elementary: between 8:25 a.m. – 8:55 a.m. and 2:45 p.m. – 3:15 p.m.

34. Sound Transit shall minimize and manage noise disruption adjacent to Aldercrest Elementary and North City Elementary school sites during the main school day to the extent practicable via best practices or scheduling of work and consistent with FTA ROD Mitigation Commitment 4.7-E (Exhibit 7, p. B-9 to B-10), as follows:
 - a. Cascade K-8 School/Aldercrest Elementary: between 9:10 a.m. – 3:30 p.m.
 - b. North City Elementary: between 8:40 a.m. – 3:00 p.m.
 - c. Other school times available as needed, contact Marla Miller, Deputy Superintendent, Shoreline School District, for other school times.

35. Sound Transit shall communicate road/lane closures a minimum of 72 hours (3 days), or more, in advance to the Shoreline School District’s Transportation Department consistent with SMC 12.15.130 and FTA ROD Mitigation Commitment 4.14-C (Exhibit 7, p. B-13).

36. Sound Transit shall communicate haul routes in advance to the Shoreline School District’s Transportation Department consistent with SMC 20.50.340 and FTA ROD Mitigation Commitment 3-N and 4.14-C (Exhibit 7, p. B-5 and B-13).

E. City Parks

1. Sound Transit shall maintain public access to Ridgecrest Park, excluding the active construction area, throughout the construction of the Project, including construction of the replacement parking lot and all details as outlined in the Ridgecrest Park 4(f) Letter of Concurrence (Exhibit 18) and consistent with FTA ROD Mitigation Commitment 4.17-A (Exhibit 7, pp. B-13 to B-14), and including the following:
 - a. The City right-of-way on NE 161st Street shall be used for temporary public parking until the replacement parking lot is completed; and

- b. Temporary on street parking on NE 161st Street shall be acceptable for park users during the duration of early work and replacement parking lot construction, an ADA compliant temporary pedestrian path shall be provided from the street into the park, and traffic control provided when vehicles are accessing the construction work area from NE 161st Street to reduce conflicts between pedestrians and vehicles at the temporary entrance to the park.
2. As part of the Ridgecrest Park mitigation for Project impacts to the park, Sound Transit shall replace impacted park infrastructure within the park, including, but not limited to, the park sign, drinking fountain, irrigation system, utility connections, and parking lot light.⁹
3. Sound Transit shall acquire the necessary permanent 10-foot utility easement, to be conveyed to SCL, across the full width of the Twin Ponds Park frontage on N 155th Street and financially compensate the City for the easement consistent with standard acquisition processes and requirements (Exhibit 19).
4. Pursuant to FTA ROD Mitigation Commitments 4.17-C, Sound Transit shall minimize the number and duration of temporary park trail closures and park access reroutes associated with construction of the Project; when closures are unavoidable, Sound Transit shall coordinate with the City regarding duration, develop detours, provide advanced public information, and signed detour routes to allow for continued connections.

F. Trees

1. Pursuant to SMC Chapter 20.50, Sound Transit shall provide a tree and landscape protection plan for all trees to be retained on-site or on adjoining property with the submittal of the Master Site Development Permit application. The tree and landscape protection plan shall meet the applicable tree protection standards in the Code. Pursuant to SMC 20.50.370, the tree protection plan shall show the tree retention locations, their size in DBH (diameter at breast height), whether the trees are conifers or deciduous, and indicate if the trees are being counted toward meeting the minimum 30 percent retention requirement per SMC 20.50.350.B.2.
2. Except as provided in the Partnership Agreement referenced in Condition A.1.b, and c, Sound Transit shall, at its sole cost and expense, maintain, monitor, timely replace as necessary all required replacement trees and landscape screening vegetation, consistent with the requirements of SMC 20.50.360, for a minimum of

⁹ Exhibit 18, Ridgecrest Park 4(f) Letter of Concurrence, dated March 8, 2018.

three (3) years from the date of the City's acceptance of as-built drawings that indicate actual planted locations and quantities for the required construction permit under which the trees and landscaping will be planted.

G. Construction Coordination and Restoration

1. Pursuant to FTA ROD Mitigation Commitment 4.14-C and 4.15-A, Sound Transit shall provide regular construction updates and notices of unanticipated circumstances that could affect service delivery to Shoreline School District, Shoreline Police Department and Shoreline Fire Department, King County Metro and Community Transit, the US Postal Service, utility service providers, and the City. Sound Transit shall also assist Shoreline School District officials in providing advance and ongoing notices to students and parents about construction activity near schools and affecting school bus routes.
2. Sound Transit may utilize the Aldercrest Annex property, owned by the Shoreline School District, as a materials and equipment staging area for the Project for up to five (5) years, and not beyond December 31, 2024, if approved by the School District and with a site development permit issued by the City prior to any preparation or use of the site for the Project.
3. Sound Transit shall, prior to the first day of revenue service or no more than 60 days following the last day of staging on each property, whichever is less, restore compacted soils and permanently stabilize all properties and ROW used for Project staging, consistent with the Stormwater Manual BMPs.
4. Sound Transit may utilize the Regional Utility Corridor property, owned by Seattle City Light, as a materials and equipment staging area for the Project for up to six (6) years, and not beyond December 31, 2024, if approved by Seattle City Light and with a site development permit issued by the City prior to any preparation or use of the site for the Project.

H. Critical Areas

1. Sound Transit shall comply with all applicable conditions of the Critical Areas Special Use Permits (CASUP) required for the Project. Sound Transit has obtained or applied for the following CASUPs for the Project to date:
 - a. Permit No. PLN18-0086 for the proposed Wetland Mitigation Project at Ronald Bog Park approved with conditions by the Hearing Examiner on December 11, 2018 (Exhibit 21).
 - b. Permit No. PLN18-0114 for proposed Project impacts within overlapping stream, wetland, and landslide hazard areas and buffers along McAleer Creek, was approved with conditions on January 4, 2019 (Exhibit 22).

- c. Permit No. PLN19-0019 for the Project proposed alterations in a very high-risk landslide hazard area in the vicinity of NE 200th Street, that cannot meet the design criteria in SMC 20.80.224(F) Design Criteria for Alteration of Very High-Risk Landslide Hazard Areas. The public hearing before the City's Hearing Examiner is scheduled for April 10, 2019. Issuance of the decision for CASUP application PLN19-0019 is required prior to start of any construction activity that would alter the identified Very High-Risk Landslide Area east of I-5 northbound off ramp in the vicinity of NE 200th Street.
2. Sound Transit shall comply with all applicable conditions of the FDPs required for the Project. Sound Transit has obtained or applied for the following FDPs for the Project to date:
 - a. Permit No. PLN18-0130 for the proposed Project work in the N 155th Street ROW within the Thornton Creek regulatory floodplain as approved November 27, 2018.
 - b. Permit No. PLN18-0131 for the proposed wetland mitigation project within the Thornton Creek regulatory floodplain in Ronald Bog Park as submitted on August 10, 2018. Issuance of the FDP (PLN18-0131) is required prior to approval and issuance of any construction permit for work that would alter the regulatory floodplain within Ronald Bog Park.
3. Sound Transit shall submit all required site development permit(s) demonstrating compliance with Title 20.80 and applicable CASUP or FDP permit conditions and receive approval and issuance of said permits from the City prior to commencing any work that would alter critical areas within the Project site(s).
4. If the Aldercrest Annex property is leased from the School District for construction staging use for the Project, Sound Transit shall provide protection of the critical areas and associated buffers located on or adjacent to the Aldercrest Annex property as approved through any required site development permit and consistent with any applicable provisions of SMC Chapter 20.80 Critical Areas.
5. Sound Transit, at its sole cost and expense, shall maintain and monitor the Ronald Bog Park Mitigation Site, consistent with the requirements of SMC 20.80.082, for a period of ten (10) years from the date of the City's acceptance of as-built drawings that indicate actual limits of new critical areas and buffers, and planted locations and quantities for the required site development permit for construction of this wetland mitigation site. Maintenance and monitoring of the mitigation site shall be completed consistent with mitigation plan in the Shoreline Critical Areas Report and Addendum (Exhibit 2, Attachment T and T.1) and annual monitoring reports submitted to the City.

6. Sound Transit, at its sole cost and expense, shall maintain and monitor all other restored wetland and wetland buffer areas, stream buffer areas, and geologic hazard areas within the Project Corridor, consistent with the requirements of SMC 20.80.082, for a minimum of five (5) years from the date of the City's acceptance of as-built drawings that indicate actual limits of new critical areas and buffers, and planted locations and quantities for the required site development permit under which the critical areas will be restored. Maintenance and Monitoring program(s) that address all these types of critical areas within the Project Corridor, shall be submitted for City review and acceptance with the required site development permit for each location.
7. Sound Transit shall, at its own expense, record with the King County Recorder a Notice to Title in a form acceptable to the City Attorney, on all properties acquired by Sound Transit for the Project containing a critical area or critical area buffer, consistent with SMC 20.80.100. A copy of the recorded document shall be provided to the City.

I. Environmental Sustainability – Architecture and Site Design

1. Sound Transit shall implement the sustainability measures as described on pages 54-59 in Section II(B)(1) of the SUP staff report.
2. Sound Transit shall design both the Shoreline South/145th and Shoreline North/185th Parking Garages for future compatibility to accommodate a minimum 50 kilowatt (kW) solar panel system, based on current technology requirements, along the south or west garage facades including utilizing an Unistrut or equivalent hanger system to support panels and exposed/surface-mounted conduits for electrical wiring conveyance consistent with the approved ST Deviation No. LLE-021 from Sound Transit's Design Criteria Manual (Exhibit 2, Attachment R).
3. Sound Transit shall provide small-scale solar as part of the on-demand bike lockers located at both the Shoreline South/145th and Shoreline North/185th Stations.
4. Sound Transit shall designate parking spaces, with signs, for car sharing programs within the parking facilities for both the Shoreline South/145th and Shoreline North/185th Stations and shall coordinate with the City to determine the appropriate percentage of parking stalls for each Station to be designated for car sharing programs, prior to opening of revenue service for the Project.

5. Sound Transit shall design the structures and electrical systems at both the Shoreline South/145th and Shoreline North/185th Parking Garages to allow future installation of a minimum of 15 (three percent of the approximately 500 parking spaces in each garage) electrical vehicle charging stations. When electrical vehicle charging is planned for installation at the parking garage(s), Sound Transit shall perform additional load calculations to determine power draw, dependent on the type and level of chargers chosen and ensure that the electrical system is designed to accommodate these future loads.
6. Sound Transit shall use recycled or non-potable water in construction of the Project: e.g. wheel wash, dust control, etc. where practicable, to ensure minimized use of potable water in the City.
7. Where soil quality, site conditions and schedule allow, Sound Transit shall reuse soil excavated from the Project area through site balancing of earthwork on site or within the Project or when financially feasible for City projects requiring fill and/or needing soil amendments. Sound Transit shall first coordinate with the City to identify potential City projects with reuse opportunities for any excavated soils that are either not suitable for the Project within Shoreline, or are in excess to required fill needs, before coordination with any Sound Transit internal projects not located within Shoreline.
8. Sound Transit shall provide interpretative signage at the Shoreline South/145th and Shoreline North/185th Stations to educate and promote public awareness of the sustainable design features used in the Project.
9. Sound Transit shall use paving materials with a Solar Reflectance Index (SRI) of 29 or higher for nonmotorized hardscape areas, in combination with shading of those areas at the Shoreline South/145th and Shoreline North/185th Stations to reduce the heat island effect. At a minimum, the landscaping for each station shall be designed and installed to achieve shading, within five (5) years installation, as follows:
 - a. Shoreline South/145th Station: 47.6 percent shading
 - b. Shoreline North/185th Station: 7.0 percent shading

J. Parking

1. Sound Transit shall evaluate and implement mitigations to discourage “spillover” or “hide-and-ride” parking (i.e. parking on local streets by transit patrons) near both the Shoreline South/145th and Shoreline North/185th Station Areas consistent with ROD Mitigation Commitment 3-F (Exhibit 7, p. B-3) and SMC 20.40.438(E)(2) and include the following:

- a. At least six months prior to the first day of revenue service, in coordination with the City, determine the scope and study parameters for the evaluation of parking availability and use in the vicinity of both stations and determine mutually agreed upon threshold(s) at which mitigation actions are necessary;
- b. Conduct a baseline study of on-street parking availability and use within ¼ mile radius around each station and provide a report to the City prior to the first day of revenue service;
- c. Conduct a study to determine the change in parking conditions from the results of the baseline study and provide a report to the City within three months following the first day of revenue service; and
- d. Implement or provide funding to the City for all appropriate parking controls, which may include signs, labor, and all related parking restriction development, installation, and associated program management and permit costs for the first year of controls.

The City will be responsible for monitoring, enforcing, and maintaining the parking controls.

2. Approval of Code Modification No. 1 is partially granted for standard stall dimensions, contingent on:
 - a. All standard parking stalls shall be a minimum of 8.5 feet wide and 18 feet long;
 - b. Structural encroachments into the minimum parking stall area shall not exceed the encroachment allowed by SMC 20.50.410(F); and
 - c. All stalls that do not meet these standard minimum dimensions or will have structure encroachments greater than allowed shall be marked as compact, counted towards the maximum allowed number of compact stalls consistent with SMC Table 20.50.410(F), and wheel-stops or surface paint lines shall be used to visually indicate the dimensional limitations of compact parking stalls.
3. Sound Transit staff and the Contractor's employees and subcontractors for the Project shall not park personal or privately-owned vehicles in City ROW, except as minimally necessary for the construction of the Project.
4. Consistent with FTA ROD Mitigation Commitment 3-H (Exhibit 7, p. B-3) Sound Transit shall mitigate for the temporary loss of 68 parking spaces at the North Jackson Park & Ride (Shoreline South/145th Station site). Sound Transit leased existing parking lots at the adjacent Shoreline Unitarian Universalist Church and the Philippi Presbyterian Church of Seattle on 1st Avenue NE and N 148th Street, west side of I-5, as the interim location for park and ride for transit service customers during the four- to five-year construction period as its mitigation for

the temporary loss of parking. Sound Transit shall provide and maintain the following, consistent with the North Jackson Park & Ride Letter of Concurrence between Sound Transit and King County Metro (Exhibit 16):

- a. A minimum of 68 parking spaces at the temporary park and ride;
 - b. Signage and shoulder striping, as completed under Permit No. ROW19-0597, to delineate a clear walkway on the shoulder of the east side of 1st Avenue NE, extending from the end of the existing sidewalk along the Shoreline Unitarian Universalist Church frontage to N 145th Street (Exhibit 2, Attachment I, Book 1 of 2, Drawing Nos. L85-eCMP201 and eCMP202) to provide a safe walking route to and from the two (2) existing King County Metro transit stops on N 145th Street prior to closure of the North Jackson Park & Ride (Exhibit 16); and
 - c. Sound Transit shall not close the temporary park and ride at the Shoreline Unitarian Universalist Church and the Philippi Presbyterian Church of Seattle parking lots until after the Shoreline South/145th Parking Garage is open for transit rider parking and shall provide 30-day notice to King County Metro on the timing of the temporary parking and ride lot closure or as otherwise agreed to by both parties.
5. As part of the Ridgcrest Park mitigation for Project impacts to the park, Sound Transit shall construct a replacement parking lot on the two replacement parcels adjacent to Ridgcrest Park immediately east of the current parking lot consistent with details of the March 8, 2018, Ridgcrest Park Letter of Concurrence (Exhibit 18), as follows:
- a. The parking lot shall be paved and contain 20 parking spaces;
 - b. The parking lot shall be completed consistent with applicable City standards for drainage, landscaping and frontage improvements; and
 - c. Construction of the parking lot shall be completed within 1.5 years of closing the existing parking lot.

K. Guiding Principles¹⁰

1. Sound Transit shall provide perforated metal panel screening on approximately fifty percent (~50%) of the upper level openings of the east and north facades of the Shoreline South/145th Parking Garage and full screening on the east façade of the Shoreline North/185th Parking Garage, to improve the aesthetic design of these facades that are visible from adjacent residential neighborhoods and to minimize light spillage from the garages. Sound Transit shall also provide a

¹⁰ *Exhibit 10*, Guiding Principles for Light Rail Facility Design, Adopted by City Council February 29, 2016

decorative form-liner pattern to the exterior garage walls for the Shoreline South/145th and Shoreline North/185th Parking Garages.

2. The lighting fixtures within the Shoreline South/145th and Shoreline North/185th Parking Garages shall be positioned to prevent direct light from entering neighboring properties, and where needed, lighting technology shall be used within the garages to limit light spillage.
3. Sound Transit shall provide a decorative form-liner pattern to the exposed wall faces of noise/retaining walls to enhance their visual appearance and neighborhood compatibility, as follows:
 - a. Primarily along the east face (the exposed faces of some walls may face north or south) of the noise/retaining walls in the Project Corridor; and
 - b. On both sides of the visible surfaces of the noise/retaining walls along the perimeter boundaries for the Shoreline South/145th Station and Shoreline North/185th Station where facing the station and residential neighborhoods.
4. Sound Transit shall provide a decorative pattern (color, texture, or form-liner) on the masonry noise/screening walls around the perimeter of the TPSS sites to provide visual interest for neighboring properties and submit final design of these walls for City review and approval under the required construction permits.
5. Along the west façade of the Shoreline South/145th Parking Garage, Sound Transit shall provide minimum weather protection along 80 percent of the façade where over pedestrian facilities, consistent with the weather protection standard in SMC 20.50.240(C)(1)(f).
6. Sound Transit shall provide Type G wayfinding directional signage along pedestrian and bicycle paths at the Shoreline South/145th and Shoreline North/185th Station Sites to direct pedestrians to the station and cyclists to the station and bicycle facilities, as follows:
 - a. Shoreline South/145th Station: wayfinding directional signage shall be provided along the pedestrian/bicycle paths at the station site in the following locations:
 - From the intersection of 5th Avenue NE and the northbound I-5 on ramp;
 - For the path off 5th Avenue NE that is parallel to the north station boundary;
 - From the path on the south side of the entry driveway that extends west along the north side of the parking garage, then south along the west side of the parking garage; and

- By the entrance to the station at the northwest corner of the station site.
- b. Shoreline North/185th Station: wayfinding directional signage shall be provided along the pedestrian/bicycle paths at the station site in the following locations:
- From the public plaza at the northwest corner of the intersection of NE 185th Street and 8th Avenue NE heading west along the path's frontage on NE 185th Street;
 - For the path off 8th Avenue NE heading west along the north side of the parking garage to the north plaza; and
 - From the entry to station site at NE 189th Street along the shared-use path to the north plaza.

Station wayfinding signage plans for both stations site shall be submitted for City review and approval under the required site development permits for each station site.

7. Sound Transit shall design, subject to the City's acceptance which shall not be unreasonably withheld, and construct the Shoreline South/145th Station site pick-up/drop off area by north side of the parking garage (Exhibit 2, Attachment I, Drawing Nos. N15-ASP100 and N15-LSP100) as a dual function space so it can also serve as a flexible public gathering space that can be used for public gatherings and special events and shall include multifunctional bollards and raised concrete benching rather than curbs to delineate the vehicular area and that also provide seating space.
8. Sound Transit shall construct an ADA accessible pedestrian bridge contingent on Sound Transit's receipt of funding as agreed to by King County Metro and the City of Shoreline. The pedestrian bridge would span from the northwest corner of the transit center on the top of the Shoreline North/185th parking garage to the northern station platform entrances (Exhibits 49 and 50).

L. Street Vacation and Redevelopment

1. Sound Transit shall submit and complete petition(s) for the vacation of certain City ROW as set forth in Section I of the Funding Agreement (Exhibit 2, Attachment H, pp 2-3) for vacation of City ROW locations as approximately illustrated in the Funding Agreement (Exhibit 2, Attachment H, pp 16-35) and listed below for additional reference:
 - a. NE 148th Street, west of 5th Ave NE to the I-5 WSDOT ROW;
 - b. 1st Avenue NE, south end, west of LL175 and LL176;
 - c. 1st Avenue NE, west side, between NE 159th and NE 161st Streets;
 - d. 1st Avenue NE, west of LL180, north of NE 161st Street adjacent to Ridgecrest Park;

- e. NE 170th Street ROW end, west of proposed Noise Wall;
 - f. 1st Avenue NE, south of NE 174th Street parallel to road reconstruction;
 - g. NE 178th Street ROW end, west of proposed Noise Wall;
 - h. NE 180th Street ROW end, west of proposed Noise Wall;
 - i. 5th Avenue NE, north of NE 182nd Court parallel to road reconstruction;
 - j. 7th Avenue NE, north of NE 185th Street;
 - k. NE 185th Street, north of proposed sidewalk in NE 185th Street ROW between the I-5 WSDOT ROW and intersection with NE 8th Ave NE; and
 - l. NE 189th Street ROW end, west of proposed Noise Wall.
2. To the extent property is identified as surplus and conveyed for redevelopment, where possible, Sound Transit shall merge lots or adjust lot lines such that the resulting lots meet minimum lot size and dimensions specified in SMC 20.50.020 and consistent with the applicable zoning. Exception (14) to Table 20.50.020(1) and Table 20.50.020(2) do not apply to properties sold as surplus by Sound Transit following completion of the Project, unless additional ROW dedication is required for future redevelopment.

M. SUP Decision Vesting

- 1. As provided for in SMC 20.30.330.D and Sound Transit's request (Exhibit 2, Attachment EE), Special Use Permit SPL18-0140 shall be vested for a period of five (5) years from the date of Hearing Examiner Decision Issuance, after which it will expire unless a complete building permit application is filed before the end of the five-year term.

DECIDED this 31st day of May 2019.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center

ATTACHMENT A – Exhibits

1. Staff Report, dated April 11, 2019
2. Special Use Permit Application Narrative, received August 16, 2018 (revised March 18, 2019); Code Modification Request for Ronald Bog Floodplain Development Permit, dated March 14, 2019 (withdrawn); and the following Attachments:
 - A. Vicinity Map, Site Plans A, B, and C, dated July 31, 2018
 - B. Property Acquisitions List, received August 16, 2018
 - C. Sound Transit Summary of Neighborhood Meeting, dated June 27, 2018
 - D. LLE Noticing Area and Sign Locations Map; LLE Noticing Area Map; Aldercrest Notice Area Map; Affidavit of Mailing, Notice of Special Use Permit Application, dated July 23, 2018; Notice of Special Use Permit Neighborhood Meeting, undated; Mailing Labels
 - E. Federal Transit Administration, Lynnwood Link Extension, Record of Decision, dated July 2015
 - F. Transit Way Agreement, authorized by City Council on January 29, 2018
 - G. Expedited Permitting and Reimbursement Agreement, authorized by City Council on July 27, 2016
 - H. Funding and Intergovernmental Cooperative Agreement, authorized by City Council on January 29, 2018
 - I. Design Drawings (In-progress 90 Percent Submittal), dated April 6, 2018
 - i. Book 1 of 2 (Sheets 1 through 436) [*separate roll*]
 - ii. Book 2 of 2 (Sheets 1 through 13, Index of Drawings; Sheets 437-759) [*separate roll*]
 - J. Open House Renderings for Shoreline North/185th Station, undated
 - K. *STart* – Sound Transit’s Art Program, undated
 - L. *STart* – Images from the Open House, undated
 - M. Sound Transit Customer Signage Manual, dated May 2013
 - N. Contract L200, City of Shoreline Station Area Access Assessment Report, HNTB|Jacobs, dated January 10, 2017
 - O. Multi-Modal Access Assessment and Mitigation Plan, undated
 - P. Discretionary Work Request for King County Road Services Form A, dated May 3, 2018; Form B, dated June 6, 2018
 - Q. NE 185th Street & 2nd Avenue Northeast Left-Turn Lane Modifications, received August 16, 2018
 - R. Sound Transit Design Criteria Manual, Chapters 6.4, 9, 21, 30, and 31
 - S. Technical Memorandum, from Noah Allen, P.E., to Denny Clouse, TO 1520A Revised Hydraulic Analysis; North City Water District Fire Flow Analysis Information, Task Order Nos. 1520C through 1520F, dated August 9, 2018

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- T. Contract L200, HNTB|Jacobs, Critical Areas Report, dated July 13, 2018
- T.1 Contract L200, City of Shoreline Critical Areas Report, Addendum #1, dated March 6, 2019
- U. Aldercrest Annex Staging Area Critical Area Aerial Map, dated January 29, 2019
- V. Tree Removal and Mitigation Report (60 Percent Submittal), HNTB|Jacobs, dated February 21, 2017
- V.1 Projectwide Tree Inventory (In-Progress 90 Percent Submittal), HNTB|Jacobs, dated April 6, 2018
- V.2 Draft City of Shoreline Tree Removal and Replacement Summary, dated December 6, 2018
- V.3 City of Shoreline Tree Removal Inventory, dated December 12, 2018
- W. Contract L200 Noise, Vibration, and Groundborne Noise Report, (In-Progress 90 Percent Submittal), HNTB Jacobs, dated April 2018
- X. Contact L200E Construction Noise, Vibration, and Groundborne Noise Report, (100 Percent Submittal), HNTB Jacobs, dated August 14, 2018
- Y. Contract L200 Traffic Engineering Report, (60 Percent Submittal), HNTB|Jacobs, dated February 21, 2017
- Y.1 Contract L200 Traffic Analysis Update Memorandum, (In-Progress 90 Percent Submittal), HNTB Jacobs, dated April 6, 2018
- Z. L200 Draft Sustainability Report Update IP90% Design Submittal, Sound Transit, dated July 6, 2018
- Z.1 L200 Draft Sustainability Report Update IP90% Design Submittal, Sound Transit, dated July 6, 2018, Appendix A: Sustainability Checklist
- AA. Exhibits for Code Modification Requests, revisions dated March 18, 2019
- BB. Exhibits for Administrative Design Review Requests, received August 16, 2018
- CC. Exhibits for Engineering Deviation Requests, revisions dated March 18, 2019
- EE. Letter from Rod Kempkes, P.E., to Jennifer Wells, Extended Vesting period, dated November 19, 2018
- FF. Lynnwood Link Extension Construction Community Outreach Plan
- GG. Sewer Availability Certificates, dated March 29, 2017
- 3. Lynnwood Link Extension Final Environmental Impact Statement, FTA and Sound Transit, April 2015
- 4. Lynnwood Link Extension Project, 2018 SEPA Addendum to the Final Environmental Impact Statement (April 2015), May 2018
- 5. Email from Daniel Drais to Steven Kennedy, dated January 6, 2017
- 6. Letter from Linda M. Gehrke to Peter Rogoff, dated May 4, 2018
- 7. Excerpt of Federal Transit Administration Record of Decision for the Lynnwood Link Extension, Appendix B – Mitigation Plan, pages B-1 through B-14, dated July 2015
- 8. Federal Highway Administration, Lynnwood Link Extension, Record of Decision, dated August 2015
- 9. Shoreline Municipal Code – Title 20 Development Code, Excerpt of Sections Applicable to Light Rail System/Facilities

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10. Guiding Principles for Light Rail Facility Design, undated
11. Letter from Jonathan Childers to Jennifer Wells, dated April 1, 2019
12. Letter from Tricia Juhnke, P.E., to Joel Theodore, P.E., dated March 30, 2018
13. Lynnwood Link Extension Plan & Profile Guideway, revision March 18, 2019 [*separate roll*]
14. Utility Relocation Agreement between Ronald Wastewater District and Sound Transit (for Lynnwood Link Project), dated December 27, 2016
15. North City Water District Utility Relocation and Water System Extension Agreement No. 2017-01 with Central Puget Sound Regional Transit Agency, dated April 2017
16. Letter from John Evans to Bill Bryant, dated June 21, 2018
17. Letter from John Evans to Tricia Juhnke, dated March 15, 2019
18. Letter from John Evans to Eric Frieli, dated March 8, 2018
19. Letter from Steve Kennedy to Eric Frieli, dated March 8, 2018
20. Shoreline Municipal Code – Title 13 Utilities, Chapter 13.12 Floodplain Management sections applicable to project
21. Hearing Examiner’s Findings, Conclusions, and Decision: Ronald Bog Park Wetland Mitigation Critical Areas Special Use Permit No. PLN18-0086, dated December 11, 2018
22. Hearing Examiner’s Findings, Conclusions, and Decision, McAleer Creek Critical Areas Special Use Permit No. PLN18-0114, dated January 4, 2019; Hearing Examiner’s Response to Request for Clarification, McAleer Creek Critical Areas Special Use Permit No. PLN 18-0114, dated January 14, 2019
23. Administrative Order No. 17-0119-102417, dated December 5, 2017
24. Notice of Special Use Permit Application, dated September 24, 2018; Declaration of Mailing, dated September 24, 2018; Affidavit of Publication, *Seattle Times*, dated September 24, 2018; Revised Notice of Special Use Permit Application, dated October 3, 2018; Declaration of Mailing, dated April 9, 2018; email from Bob Ryburn to Ann Migdal, dated October 8, with email string; LLE Noticing Area Map, dated April 16, 2018, and LLE Noticing Area and Sign Locations Map, dated April 16, 2018
25. Public Comments:
 - a. Email from Katie McCain to Jennifer Wells, dated September 28, 2018
 - b. Email from David Schwartz to Jennifer Wells, dated October 3, 2018
 - c. Email from Garret Haynes to Jennifer Wells, dated October 10, 2018
 - d. Email from Greg Barker to Jennifer Wells, dated October 11, 2018
 - e. Email from Juniper Nammi to Jennifer Wells, dated October 15, 2018, with email string
 - f. Email from Marne Davis to Jennifer Wells, dated October 16, 2018
 - g. Email from Michael Cameron to Jennifer Wells, dated October 18, 2018; Letter from Michael Cameron to Jennifer Wells, dated October 18, 2018
 - h. Email from Vishaka Smith to Jennifer Wells, dated October 24, 2018
 - i. Email from Ian Scott, dated November 22, 2018, with email string
26. Contract No. L200/L300, Quality Assurance Request for Deviation MRB Disposition Form, dated September 15, 2017

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27. Draft Cooperative Agreement for Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership, dated April 9, 2019
28. Open House Renderings for Shoreline South/145th Station, undated
29. Letter from Fouad Chihab to Todd Malo, dated July 30, 2018
30. Letter from Fouad Chihab to Todd Malo, dated August 1, 2018
31. Letter from Peter Brown to Todd Malo, dated April 8, 2019
32. City of Shoreline 2016 Engineering Development Manual, Excerpts for Special Use Permit Exhibit
33. Index to Applicant's Exhibits
34. City of Shoreline 2011 Transportation Master Plan
35. Sound Transit Community Outreach Data
36. Shoreline Comprehensive Plan – Land Use Element Goals and Policies
37. Resources Conservation Area Replacement Memorandum, HNTB|Jacobs, dated March 15, 2018
38. City of Shoreline Ordinance No. 739, effective date March 29, 2016
39. City of Shoreline Ordinance No. 741, effective date July 19, 2016
40. City of Shoreline Ordinance No. 761, effective date November 1, 2016
41. City of Shoreline Ordinance No. 769, effective date January 17, 2017
42. Sound Transit Alignment Resolution (R2015-05), adopted April 23, 2015
43. Trail Along the Rail – A Feasibility Study, MIG|SvR, dated September 2017
44. Staff/Consultant Team list
45. Memo from Sound Transit Staff to City of Shoreline Hearing Examiner, dated April 17, 2019
46. Sound Transit PowerPoint (10 slides), dated April 24, 2019
47. Memorandum from Jennifer Wells to City of Shoreline Hearing Examiner, dated April 19, 2019
48. Memorandum from Jennifer Wells to City of Shoreline Hearing Examiner, dated April 23, 2019
49. Email from Stephen Crosley to Taylor Carroll, dated June 4, 2018, with email string
50. Email from John Norris to Rod Kempkes, dated June 10, 2018
51. Email from Dieter Siperko to Jennifer Wells, dated June 20, 2019, with email string
52. Notice of Public Hearing of the Hearing Examiner, undated, with vicinity map and Site Plans A, B, and C, dated July 31, 2018; Declaration of Mailing, dated April 9, 2019, with The City of Shoreline Notice of Public Hearing of the Hearing Examiner, undated; Affidavit of Publication (# 875237), published April 9, 2019, with ad text; Notice of Public Hearing of the Hearing Examiner, undated, with LLE Noticing Area map and LLE Noticing Area and Sign Locations, dated April 16, 2018
53. Email from “jerrz_2001@yahoo.com.hk” to Hearing Examiner, dated April 24, 2019
54. City PowerPoint (37 slides), dated April 24, 2019
55. Letter from Ron Lewis to Mayor Will Hall, dated August 15, 2018; Letter from Mayor Will Hall to Ron Lewis, dated July 25, 2018
56. Final Sustainability Report, HNTB|Jacobs, dated February 15, 2019

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Sound Transit Special Use Permit
No. SPL-18-0140*

57. Hearing Examiner's Findings, Conclusions, and Decision, Sound Transit Critical Areas Special Use Permit (No. PL19-0019), dated April 24, 2019
58. Memorandum from Jennifer Wells to City of Shoreline Hearing Examiner, dated April 24, 2019
59. Email from Tricia Juhnke to John Evans, dated April 24, 2019, with email string
60. Email from Dieter Siperko to Jennifer Wells, dated February 20, 2019, with email string
61. Chapter 9.05 SMC Noise Control
62. Comment from Mike Sloane, undated
63. Email from Michael Cameron to Juniper Nammi, dated December 14, 2018, with attachments
64. Lynnwood Link Extension Special Use Permit (SPL18-0140) Revised Conditions of Approval
65. Letter from Blake Jones to Michael Sloane, dated May 1, 2019
66. City of Shoreline's Application of SMC 20.30.330(D) Vesting, dated May 2, 2019
67. Memorandum from Sound Transit Staff to City of Shoreline Hearing Examiner, dated May 6, 2019

AFTER RECORDING MAIL TO:

Central Puget Sound Regional Transit Authority
Attn: Real Estate Division
401 S. Jackson Street
Seattle, WA 98104-2826

**STATUTORY WARRANTY DEED
(SHORELINE, WASHINGTON)**

Grantor(s): City of Shoreline

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9 & 10, Block 1, Volume 57 of Plats, Page 57.

Assessor's Tax Parcel No(s): 2111600046 & 2881700193

ROW No(s): LL180 & LL181

THE GRANTOR(S), City of Shoreline, a municipal corporation, for and in consideration of Ten Dollars (\$10.00), the mutual covenants and conditions contained herein, and for other good and valuable consideration, in hand paid, conveys, and warrants to **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT"), a regional transit authority of the State of Washington,** the following described real estate, situated in the County of King, State of Washington:

As described in **Exhibit "B"** and **Exhibit "C" PARCEL MAP** attached hereto and by this reference incorporated herein.

Dated this _____ day of _____, 20_____.

GRANTOR:

By _____

Its _____

City of Shoreline

STATE OF WASHINGTON

}
} SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the _____ of the City of Shoreline to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT "A"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON;
EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

EXHIBIT "B"

R/W No. LL-180
PIN 2111600046
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE END OF THE HEREIN DESCRIBED LINE.

CONTAINING 481 SQUARE FEET, MORE OR LESS

TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET;
THENCE N13°42'07"E A DISTANCE OF 36.10 FEET;
THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N76°17'53"W;
THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET;
THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.50 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'46", AN ARC DISTANCE OF 34.48 FEET TO THE EAST LINE OF GRANTOR'S PARCEL;
THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,889 SQUARE FEET, MORE OR LESS

ALL CONTAINING 2,370 SQUARE FEET, MORE OR LESS.

Earl J. Bone 5/7/19

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.

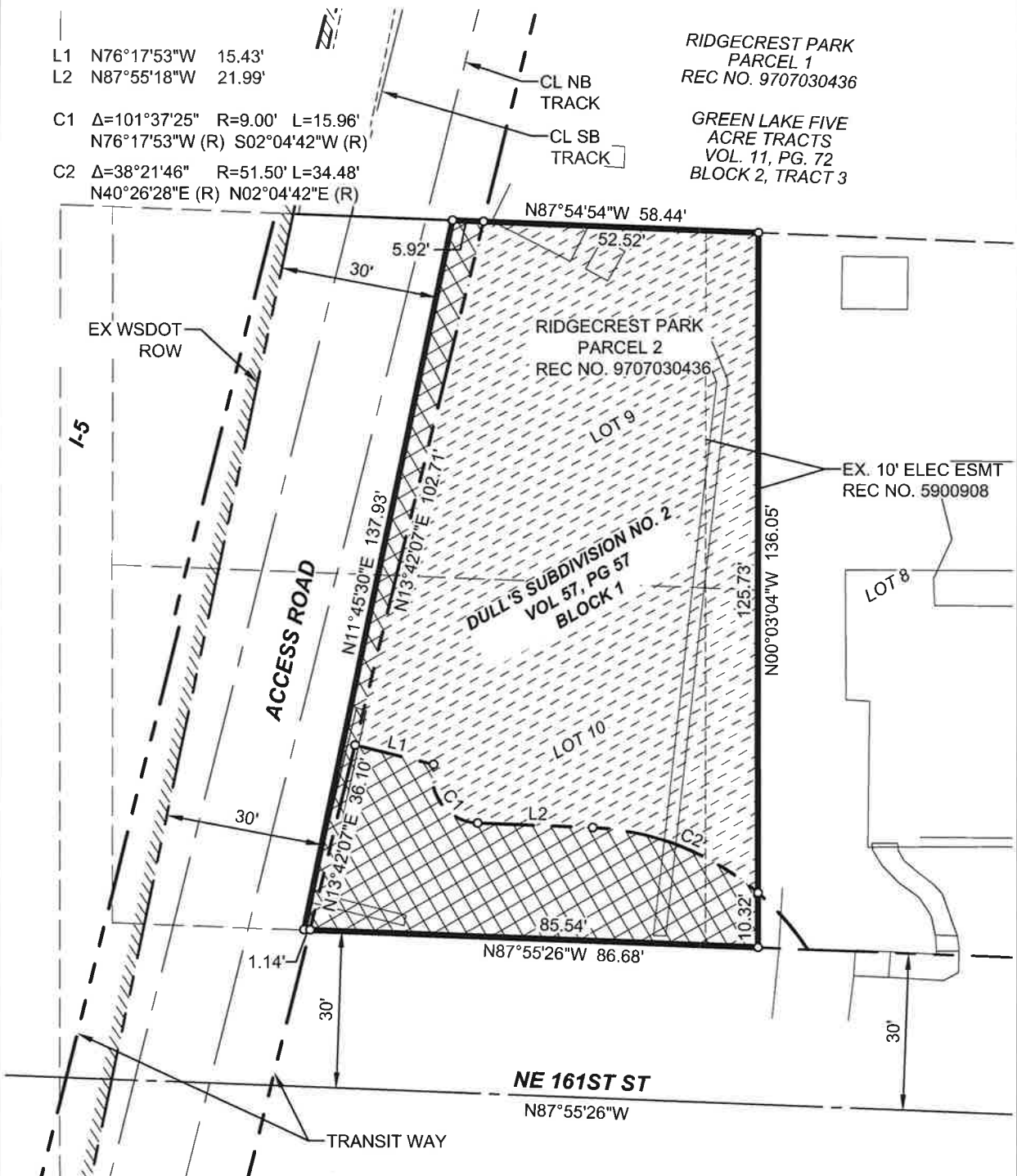
L1 N76°17'53"W 15.43'
 L2 N87°55'18"W 21.99'

C1 Δ=101°37'25" R=9.00' L=15.96'
 N76°17'53"W (R) S02°04'42"W (R)

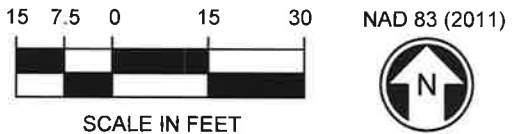
C2 Δ=38°21'46" R=51.50' L=34.48'
 N40°26'28"E (R) N02°04'42"E (R)

RIDGECREST PARK
 PARCEL 1
 REC NO. 9707030436

GREEN LAKE FIVE
 ACRE TRACTS
 VOL. 11, PG. 72
 BLOCK 2, TRACT 3



LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



SHEET 1 OF 3

SOUNDTRANSIT
HNTB Jacobs
 L & A LIN & ASSOCIATES
 LINK LIGHT RAIL TRANSIT SYSTEM

EARL J. BONE
 STATE OF WASHINGTON
 REGISTERED
 PROFESSIONAL LAND SURVEYOR
 19429
 5/7/19

PARCEL AREA:	9,866 SF	CONST ESMT:	7,496 SF
FEE TAKE AREA:	2,370 SF		
REMAINING AREA:	7,496 SF		
EXHIBIT "C"			
R/W NO. LL-180 PARCEL MAP			
ASSESSOR NO.:	2111600046	DATE:	5/7/2019
OWNER: CITY OF SHORELINE			
BLOCK NO.:	1	LOT NO.:	9 & 10
CITY OF SHORELINE		KING COUNTY, WA	

EXHIBIT "A"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

Earl J. Bone 4/10/19

EXHIBIT "B"

R/W No. 181
PIN 2881700193
CITY OF SHORELINE, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")
LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

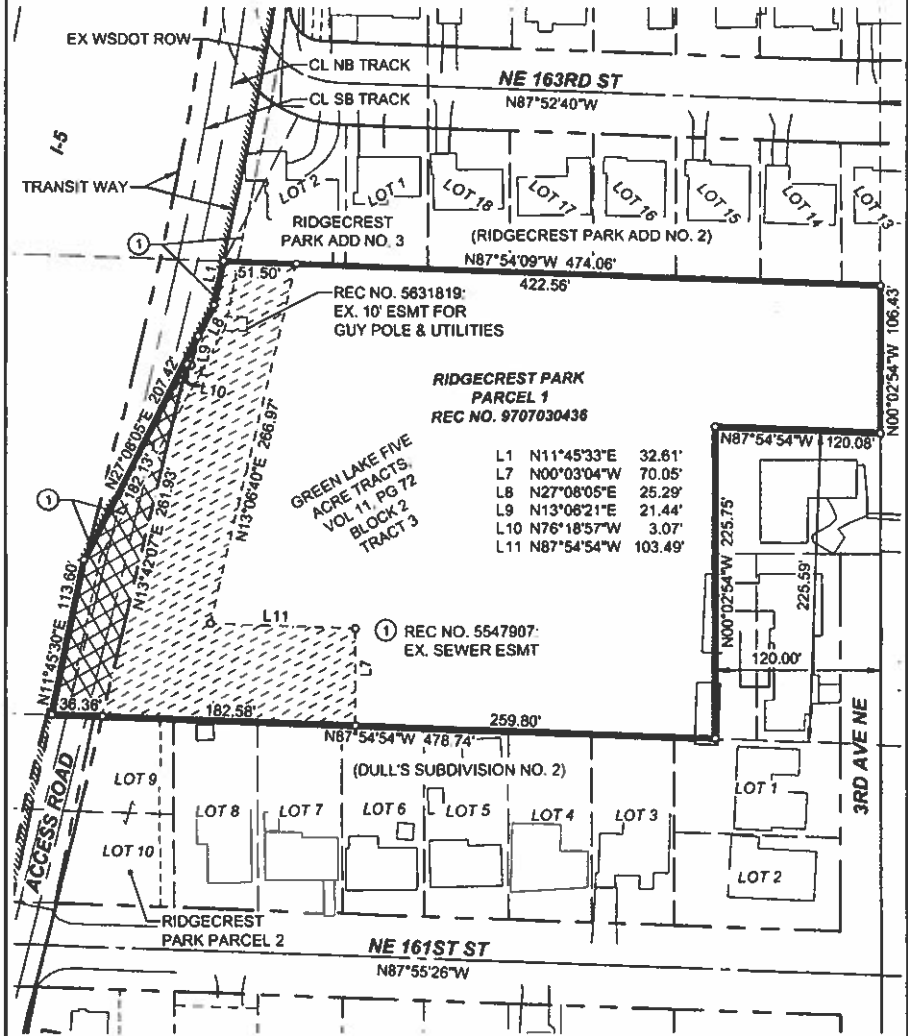
COMMENCING AT THE SOUTHERLY-MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL,
(BEING THE SOUTHWEST CORNER OF THE EAST 120 FEET OF THE SOUTH 225.59 FEET OF
LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING
TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY,
WASHINGTON);
THENCE N87°54'54"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF
442.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5, AND THE END OF THE
HEREIN DESCRIBED LINE.

CONTAINING 7,439 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



REC NO. 5631819:
EX. 10' ESMT FOR
GUY POLE & UTILITIES

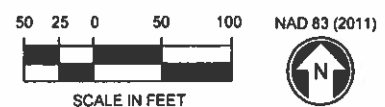
RIDGECREST PARK
PARCEL 1
REC NO. 9707030436

GREEN LAKE FIVE
ACRE TRACTS:
VOL 11, PG 72
BLOCK 2
TRACT 3

- L1 N11°45'33"E 32.81'
- L7 N00°03'04"W 70.05'
- L8 N27°08'05"E 25.29'
- L9 N13°08'21"E 21.44'
- L10 N76°18'57"W 3.07'
- L11 N87°54'54"W 103.49'

REC NO. 5547907:
EX. SEWER ESMT

LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



SHEET 1 OF 4

<p>SOUND TRANSIT</p> <p>FINAL DESIGN PARTNERS.</p> <p>L & A LIN & ASSOCIATES</p> <p>LINK LIGHT RAIL TRANSIT SYSTEM</p>		PARCEL AREA: 153,238 SF CONST ESMT: 27,621 SF FEE TAKE AREA: 7,439 SF REMAINDER AREA: 145,799 SF
		<p align="center">EXHIBIT "C" RAW NO. LL-181 PARCEL MAP</p> ASSESSOR NO.: 2881700193 DATE: 02/12/2018 OWNER: CITY OF SHORELINE BLOCK NO.: N/A LOT NO.: PARCEL 1 CITY OF SHORELINE KING COUNTY, WA

After Recording Return To:
Shoreline City Clerk
17500 Midvale Ave. North
Shoreline, WA 98133-4921

RIGHT- OF-WAY DEDICATION DEED

Reference No.: SPL18-0140

Grantor(s): Central Puget Sound Regional Transit Authority aka Sound Transit

Grantee(s): City of Shoreline

Tax Parcel ID No.: 2111600046

Abbreviated Legal Description: DULLS SUBDIV # 2 LESS POR NWLY OF LN DRWN PLW & 155 FT SELY MEAS AT R/A FRM CTR LN OF ST HWY # 1

Address: N/A

This Right-of-Way Dedication is made and entered into on this _____ day of _____, 2019, by Central Puget Sound Regional Transit Authority aka Sound Transit, the owner of the property described below (hereinafter “Owner”), and accepted by the City of Shoreline, Washington, a municipal corporation of the State of Washington (hereinafter “City”).

WHEREAS, the City has approved a light rail transit system and facilities project, File No. SPL18-0140, hereinafter the “Project,” for the Owner; and

WHEREAS, to develop this Project it was necessary for the Owner to acquire, in fee, a portion of Tax Parcel No. 2111600046 Ridgecrest Park, a City public park, in order to construct its Project, including right-of-way improvements for NE 161st Street, namely a cul-de-sac; and

WHEREAS, this acquisition was condition upon the Owner dedicating a certain portion of the Property to the public as right-of-way for public access and infrastructure improvements.

NOW, THEREFORE, in consideration of the Project approval referenced above and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Owner hereby grants to the City in perpetuity, unless vacated by the City, an easement over and through that portion of property described in Exhibit A and depicted in Exhibit B for public vehicular and pedestrian traffic, drainage, public or private utilities, lighting, signage and landscaping and other public uses permitted within public right-of-way and described as:

Legal Description of Dedication:

_____, situated in the City of Shoreline, King County, Washington;
Referenced as Tax Parcel ID No. 2111600046.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adopting Ordinance No. 859 - Establishing a New Chapter, SMC Chapter 5.25 Filming Regulations and Amending SMC 3.01 Fee Schedule
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Nathan Daum, Economic Development Program Manager
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The media-production industry offers opportunities for Shoreline to increase commercial activity throughout the entire city. The City's current policies and procedures could be better tailored to filmmaking, as filmmakers are currently subject to a permitting process that was designed for other types of applicants through the City's right-of-way and park rental fees. Council discussed proposed Ordinance No. 859 on June 10, 2019 and asked questions of staff which are addressed in this report. Tonight, proposed Ordinance No. 859 is being brought back to Council for potential adoption.

RESOURCE/FINANCIAL IMPACT:

The financial impacts of implementing these changes are minimal and staff time is primarily required for the one-time drafting of regulations and procedures to streamline the permitting process.

RECOMMENDATION

Staff recommends that Council adopt Ordinance No. 859.

Approved by:

City Manager **DT**

City Attorney **MK**

BACKGROUND

During the City Council Strategic Planning Workshop in March 2019, Council requested that staff develop filmmaking regulations based on model code and best practices from other cities. Staff explained to Council that this has been on staff's current work plan, and Council expressed support for continuing this work.

On June 10, 2019, the City Council discussed proposed Ordinance No. 859 (Attachment A), creating a new chapter in the City's Municipal Code, Chapter 5.25 (Attachment A, Exhibit A), outlining the regulations to guide the filmmaking industry when filming within the City of Shoreline and amending the City's fee schedule to add a new section, SMC 3.01.205, to establish filmmaking permit fees. A copy of the staff report for this Council meeting can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport061019-8c.pdf>.

DISCUSSION

Responses to Council Questions

During the June 10th Council discussion, Council had a number of questions for staff regarding proposed Ordinance No. 859. Council's questions and staff's responses are as follows.

Are there penalties if it is discovered after the fact that a filmmaking permit was needed but the producer never applied for a permit?

Section 5.25.080.C.1 SMC (Attachment A, Exhibit A) provides that failure to secure a permit prior to filming will result in a penalty of \$250 per day per violation. This would apply even after a production has been completed and the filmmaker is found to have failed to secure a required permit.

Does 5.25.040 require a permit for filming anywhere in the city of Shoreline, including private property, but the permit fees are only imposed if there is filming on public property?

Section 5.25.040.A SMC (Attachment A, Exhibit A) has been updated to clarify that the City's permit and associated fee requirements only apply to public property. This is in line with model code and peer cities. The City's regulation of Filmmaking will continue to apply to the use of public property such as parks, rights of way, and city facilities.

How are additional fees and expenses incurred by the City addressed and is it clear to Filmmakers those fees will be passed along to them?

Section 5.25.070 SMC (Attachment A, Ex. A) and Section 3.01.205.C SMC (Attachment A, Exhibit B) have been updated to clarify that additional costs incurred by the City related to filmmaking on public property will be the responsibility of the permit applicant. Section 5.25.070 SMC states that the Film Manual will establish rules and guidelines on fees and costs and Section 3.01.205.C SMC states that the Shoreline Film Manual will detail Additional Cost requirements.

As this is a policy choice related to certain public benefits, is there a way to clarify that this is not a gift of public funds and prevent reference to this policy as a precedent for federal preemption of rental of our rights-of-way?

Proposed Ordinance No. 859 (Attachment A) has been amended to include a recital to clarify the various public benefits of filmmaking. The recital is as follows:

- *“WHEREAS, the economic contribution to other businesses within the City from filmmaking and the limited and temporary nature of the use of various City rights-of-ways and property makes the media-production industry a unique contributor to the City’s economic base with limited impact to the City.”*

Why is the use of drones considered high-impact filmmaking?

Council discussed the growing use of drones for a variety of photography and filmmaking purposes, as well as the risks of aerial vehicles in public spaces should they come down unexpectedly. Based on this discussion, staff will remove drones from the list of what is defined as high-impact in the Film Manual, but those using drones may be required to provide a higher level of liability coverage as per Section 5.25.050.C SMC (Attachment A, Exhibit A). This aligns with Washington Cities Insurance Authority’s (WCIA’s) recommendations.

Does the ordinance clearly articulate the difference between commercial use and individuals filming for personal use?

The intent of the proposed regulations is to cover all commercial filmmaking activities on public property not listed as being exempt in Section 5.25.060 SMC. The regulations as proposed are oriented towards the scale of impact, with the word “commercial” added for emphasis of the non-personal filmmaking intended to be regulated. Section 5.25.040 SCM (Attachment A, Exhibit A), states, “Any person that desires to Film or engage in Film Production on public property within the City *for commercial purposes* shall submit a complete Filmmaking permit application with the appropriate fees to the City unless specifically exempted in this chapter.” The City Attorney’s Office considers reliance on common understanding of the word “commercial” to be sufficient. Staff does not believe any changes are necessary to the proposed regulations to address this distinction.

How are student filmmakers impacted by this policy change?

Staff received feedback from stakeholders that requiring students to secure a permit is an important part of their filmmaking learning process. Low-Impact Film Productions will be defined in the Shoreline Film Manual to include student filmmakers. Additionally, per Section 3.01.205.B SMC, the City Manager may consider a fee waiver as was recommended by stakeholders.

What is the need in terms of developing regulations for high-impact productions? Can this be addressed later or as needed, to prioritize the removal of barriers for the types of filmmaking activities happening now?

Council discussed the unlikelihood of large-scale productions coming to Shoreline in the near term and the importance of improving the process for the typical productions happening in Shoreline. Based on Council feedback, staff will prioritize efforts to support

low-impact, moderate-impact, and student productions. Staff will revisit high-impact filmmaking policies as needed, bringing any needed changes in policy to Council.

How can the City increase effectiveness of notifications particularly in terms of publicity and increasing awareness among members of the public who may be interested?

Staff will continue to develop publicity and notification efforts to better inform the public and coordinate with the Chamber of Commerce to explore ways to connect visiting filmmakers with local businesses.

Do all film producers also need a business license?

Business License requirements would apply to filmmakers working in the city that meet the business licensing threshold requirements.

Recap of Proposed Ordinance No. 859

As noted above, Proposed Ordinance No. 859 creates a new chapter in the City’s Municipal Code, Chapter 5.25, which outlines the regulations to guide the filmmaking industry when filming within the City of Shoreline. With the proposed changes referenced above, the proposed Ordinance:

- Requires, unless explicitly exempted, that a person must obtain a permit prior to conducting filmmaking activities on public property (Section 5.25.030.A),
- Establishes a tiered system of filmmaking permits (Section 5.25.030.B),
- Establishes permit submission requirements (Section 5.25.040),
- Establishes liability insurance requirements (Section 5.25.050),
- Establishes exemptions to the filmmaking permit requirements (Section 5.25.060),
- Requires that the City Manager, or designee, create a Shoreline Film Manual for administering the filmmaking activities within the City (Section 5.25.070), and
- Establishes penalties for those failing to comply with the City’s filmmaking regulations (Section 5.25.080).

Proposed Ordinance No. 859 also amends the City’s fee schedule to add a new section, Section 3.01.205 SMC, to establish filmmaking permit fees (Attachment A, Exhibit B). Those fees are proposed as follows:

Permit Type	2019 Fee Schedule
Low-Impact Film Production	\$25 flat fee per production (for up to 14 consecutive days of filming)
Low-Impact Daily Rate (each additional day after 14 days)	\$25 per additional day
Moderate-Impact Film Production	\$25 per day
High-Impact Film Production	Applicable permit fees apply, including but not limited to, permits for the right-of-way and park rental fees.

The City Manager also has the authority to waive fees and reference to this authority was revised to adhere to US Constitution First Amendment requirements that such policies be content-neutral. The new language reads: “The City Manager may consider a waiver for any fees that may apply under this Section” (Section 3.01.205.B SMC, Attachment A, Exhibit B).

Effective Date of Proposed Ordinance No. 859

As was discussed with Council on June 10, staff must still finalize the draft the Shoreline Film Manual following the adoption of these regulations. In order to allow staff time to finalize the Manual, staff is proposing that proposed Ordinance No. 859 have an effective date of July 15, 2019, rather than the standard effective date of most City ordinances of five days following the publication of the ordinance. This will allow staff an additional two weeks or so to finalize the Film Manual so that it will be available if anyone seeks a permit under these new regulations.

Adoption of Proposed Ordinance No. 859 Tonight

Tonight, proposed Ordinance No. 859 is being brought back to Council for potential adoption. Changes made to proposed Ordinance No. 859 based on the Council’s questions and feedback from the June 10 Council discussion and from staff’s additional review of the proposed Ordinance can be seen in the legislative format version (strikethrough-underline) of the Ordinance in Attachment B. All of these changes have been incorporated into proposed Ordinance No. 859 in Attachment A, but are provided in legislative format as well for ease of use.

STAKEHOLDER OUTREACH

To develop new policy recommendations, the Shoreline Film Office solicited the input of Washington Filmworks, Shoreline Community College, the City of Seattle’s Office of Film + Music + Special Events as well as local filmmakers. Feedback from these partner organizations and from filmmakers with experience working with the City was incorporated into the proposed ordinance.

COUNCIL GOALS ADDRESSED

This agenda item addresses Council Goal 1 of the City Council’s 2018—2020 Workplan, which is to “*Strengthen Shoreline’s economic climate and opportunities.*” Action Step #6 of this Council Goal calls for the City to “*Facilitate collaboration with and between members of the business community in order to remove barriers to starting and growing businesses, increasing commerce and profitability, and to identify appropriate new industries for Shoreline.*” In addition, the Council-adopted 2018—2023 Economic Development Strategic Plan, includes “*Growing a Media Production Industry*” as one of nine non-geographic Placemaking Projects intended to enrich the overall economic climate of the city.

RESOURCE/FINANCIAL IMPACT

The financial impacts of implementing these changes are minimal and staff time is primarily required for the one-time drafting of regulations and procedures to streamline the permitting process.

RECOMMENDATION

Staff recommends that Council adopt Ordinance No. 859.

ATTACHMENTS

Attachment A: Ordinance No. 859, Including Exhibit A and B (Clean)

Attachment B: Ordinance No. 859, Including Exhibit A and B (Legislative Format
Highlighting Changes from June 10, 2019 Version)

ORDINANCE NO. 859

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, ADDING A NEW CHAPTER TO TITLE 5 BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.25 FILMMAKING REGULATIONS, OF THE SHORELINE MUNICIPAL CODE AND AMENDING CHAPTER 3.01 FEE SCHEDULE.

WHEREAS, in 2012, the City Council adopted the 2012-2017 Economic Development Strategic Plan focusing on “placemaking” and, since at least 2013, the City Council has included the filmmaking industry in its Goals and Workplan so as to strengthen Shoreline’s economic base; and

WHEREAS, the Shoreline Film Office, a collaborative effort between the City and Shoreline Community College, was established in 2013 to actively promote and encourage film production in Shoreline; and

WHEREAS, in 2018, the City Council adopted the 2018-2023 Economic Development Strategic Plan which articulates placemaking projects, including “Growing a Media Production Industry,” so as to enrich the overall economic climate of the City of Shoreline; and

WHEREAS, over the years, the City has hosted filmmaking productions totaling roughly \$1 million per year; and

WHEREAS, despite the filming activity, the City does not provide regulations or fees specifically related to the use of City property for film related activities; and

WHEREAS, the economic contribution to other businesses within the City from filmmaking and the limited and temporary nature of the use of various City rights-of-ways and property makes the media-production industry a unique contributor to the City’s economic base with limited impact to the City; and

WHEREAS, on June 10, 2019, the City Council held a study session on the proposed filmmaking regulations and fees; and

WHEREAS, the City Council has considered the entire public record, public comments, written and oral;

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

Section 1. Amendment - SMC Title 5, establishing Chapter 5.25 Filmmaking Regulations. SMC Title 5 is amended to establish a new chapter, Chapter 5.25 Filmmaking Regulations, as set forth in Exhibit A.

Section 2. Amendment – SMC Chapter 3.01, establishing Section 3.01.205 Filmmaking permit fees. SMC Chapter 3.01 is amended to establish a new section, Section 3.01.205 Filmmaking permit fees as set forth in Exhibit B.

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

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

Section 5. Publication and Effective Date. A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect on July 15, 2019.

PASSED BY THE CITY COUNCIL ON JUNE 24, 2019

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney

Date of Publication: _____, 2019
Effective Date: July 15, 2019

Ordinance No. 859 – Exhibit A

NEW Chapter 5.25 Filmmaking Regulations

5.25.010 Purpose:

The purpose of this chapter is to establish procedures to guide the filmmaking industry when filming within the City.

5.25.20 Definitions

- A. “B roll” means film content that captures the environment, area, or surroundings of a story, or any generic, unscripted action which supplements the main storytelling content.
- B. “Build” means any set-dressing, props, or other structures built on set.
- C. “City” means the City of Shoreline, Washington.
- D. “Days” means calendar days.
- E. “Filmmaking” or “Filming” means motion-picture photography activity using film, digital video or other media storage technologies, not including news media or personal use.
- F. “Film Production” means the full range of activities supportive of the development of motion-picture media content for general public or limited audiences, not including news media or personal use.
- G. “City Manager” means the City Manager or designee.
- H. “Person” means any natural person, firm, partnership, company, corporation, association, or organization.
- I. “Public property” means any improved or unimproved public right-of-way, including sidewalks, bikeways, walkways, and parking areas, public park, or public building owned or managed by the City.
- J. “Responsible party” means the applicant and its agents, representative, or employees who control, manage, or supervise the film production.
- K. “Shoreline Film Manual” means the manual adopted pursuant to SMC 5.25.070 that includes permit criteria, rules, guidelines, standards, and specifications related to Filmmaking and Film Production in the City.

5.25.030 Permit - Required

A. Unless explicitly exempt in this chapter, it is unlawful for any Person to make use of a public place for Filmmaking or Film Production without first securing a Filmmaking Permit when the Filmmaking or Film Production requires the:

- 1. Use of a City park or City Building for Filming;
- 2. Temporary interruption of vehicle or pedestrian traffic on City streets or sidewalks;
- 3. Use of a tripod or dolly on City streets or sidewalks;
- 4. Placement of wires or cables across or over City streets or sidewalks;
- 5. Placement of a generator on a City street or sidewalk; or
- 6. Impact to areas of public parking, including reservation of space(s).

B. Types of Filmmaking Permits.

1. The type of permit required is based on the anticipated impact of the Filmmaking activity. Filmmaking Permits types are:
 - a. Low Impact Film Production
 - b. Moderate-Impact Film Production
 - c. High-Impact Film Product
2. The criteria for each permit type shall be set forth in the Shoreline Film Manual.

5.25.040 Filmmaking permit application.

- A. Any person that desires to Film or engage in Film Production within the City for commercial purposes shall submit a complete Filmmaking permit application with the appropriate fees to the City unless specifically exempted in this chapter. No filming may occur on or in City rights-of-way, parks, buildings, or other public property until the filmmaking permit application has been approved and issued.
- B. At the minimum, the application shall include:
 1. A completed application form with the authorized signature of the applicant;
 2. The appropriate application fee based on the official fee schedule (chapter 3.01 SMC) and
 3. Any supplemental information required for submittal as set forth in the Shoreline Film Manual.
- C. Prior to issuance of the Filmmaking permit:
 1. The applicant shall pay all applicable fees;
 2. If required by the City Manager, the applicant shall post a bond or damage deposit in an amount determined by the City Manager to be sufficient to cover any damages to public resources or facilities which may occur during the filming; and
 3. Provide a certificate of insurance, naming the City as additional insured, for liability insurance to cover any liability costs associated with the film production activities.

5.25.050 Liability Insurance

- A. Unless waived by the City Manager, commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate shall be obtained and maintained during the permit term at the applicant's sole expense. The City shall be named as an additional insured.
- B. The City Manager may reduce the coverage amounts set forth in this section or require additional coverage amounts depending on the filmmaking activity proposed by an applicant.
- C. Higher liability coverage and other requirements for special circumstances including but not limited to use of helicopters, drones, and pyrotechnics may apply. Applicant shall comply with all insurance requirements contained in the Shoreline Film Manual.

5.25.060 Exemptions

This chapter shall not be applicable to:

1. Journalists and other news media representatives in the pursuit of journalism.

2. Private individuals making film or digital video content for their personal use.
3. "Roving" film productions filming b-roll, zero impact sidewalk scenes, and documentary-style footage at various public exterior locations throughout Shoreline. A Filmmaking permit shall be required unless the "Roving" meets all of the following criteria:
 - a. Five or fewer total cast and crew on-site at any one time;
 - b. One camera on-site;
 - c. Outdoor production only;
 - d. No traffic control required;
 - e. No interruption to pedestrian activity;
 - f. No electrical generation, wires, cable runs, or lights set-up;
 - g. Public parking will not be impacted; and
 - h. Not filming in a City park.

5.25.070 Shoreline Film Manual.

The City Manager shall prepare, administer, interpret, and amend as necessary a Shoreline Film Manual. The Manual shall establish, among other things, reasonable rules, guidelines, standards, fees, costs and other specifications for Filmmaking or Film Production in the City.

5.25.080 Enforcement – Penalty

- A. Filmmaking permit – suspension, denial, or revocation.
 1. The City may deny a Filmmaking permit if within the three (3) years prior to the date of application:
 - a. The applicant had a Filmmaking permit revoked by the City for which the applicant was a responsible party; or
 - b. The applicant had a Filmmaking permit suspended more than two (2) times by the City for which the applicant was a responsible party; or
 - c. The City discovered that the Filmmaking permit was approved and issued based on fraud or misrepresentation by the applicant.
 2. The City may deny a Filmmaking Permit if, in the City's sole discretion, the filmmaking activity would be unduly burdensome on the City or would be contrary to the public health, safety, and welfare.
 3. If any person violates the terms or conditions of an issued Filmmaking permit, the City may, at its discretion, suspend or revoke a filmmaking permit depending on the severity of the violation(s) and/or impose a penalty for a violation.
- B. Appeal.

The City's decision to deny a Filmmaking permit application; to suspend or revoke a Filmmaking permit; to find a violation of the terms and conditions of a Filmmaking permit, or to impose a penalty, may be appealed to the City Hearing Examiner.

 1. A notice of appeal, providing the basis for the appeal, along with the appropriate fee shall be filed within 14 days of the date of the City's decision.
 2. The Hearing Examiner shall hold a closed-record hearing based on the record developed by the City.

3. Review shall be de novo and the burden shall be on the City to show, by a preponderance of the evidence, that its decision was warranted.
4. The Hearing Examiner's decision shall be final. Any person aggrieved by that decision may seek judicial review in King County Superior Court by filing an appeal within 14 days of the date of the Hearing Examiner's decision.

C. Violation - Penalty.

1. A penalty for failing to secure a permit prior to filming, or any other violation of the terms and conditions of a Filmmaking Permit, shall be imposed in the amount of \$250.00 per day per violation.
2. If any Person damages City property during the Filmmaking or Film Production, the Person shall be responsible for the repair, replacement, and/or restoration of the property to a same or better condition than existed prior to the damage. The Person shall also be responsible for any penalties imposed by any chapter of the SMC based on the type of property damaged.
3. An additional penalty of \$2,000 shall be imposed if the violation was deliberate or the result of reckless disregard on the part of any Person. The burden of proof from demonstrating that the violation was not deliberate or in reckless disregard is on the Person responsible for the violation.
4. In addition to the provisions set forth in this Section, the City may take any actions provided by law to obtain compliance with this chapter and/or collect any penalties that have been assessed.

Ordinance No. 859 – Exhibit B

AMENDMENT - Chapter 3.01 Fee Schedule

New Section - Section 3.01.205 Filmmaking permit fees.

A. Permit Fees

Permit Type	2019 Fee Schedule
Low-Impact Film Production	\$25 flat fee per production (for up to 14 consecutive days of filming)
Low-Impact Daily Rate (each additional day after 14 days)	\$25 per additional day
Moderate-Impact Film Production	\$25 per day
High-Impact Film Production	Applicable permit fees apply, including but not limited to, permits for the right-of-way and park rental fees.

B. Fee Waiver

The City Manager may consider a waiver for any fees that may apply under this Section. Any fee waiver request must be submitted concurrently with the Filmmaking permit application.

C. Additional Costs

Any additional costs incurred by the City, related to the filmmaking permitted activity, shall be paid by the applicant. The applicant shall comply with all Additional Cost requirements contained in the Shoreline Film Manual.

ORDINANCE NO. 859

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, ADDING A NEW CHAPTER TO TITLE 5 BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.25 FILMMAKING REGULATIONS, OF THE SHORELINE MUNICIPAL CODE AND AMENDING CHAPTER 3.01 FEE SCHEDULE.

WHEREAS, in 2012, the City Council adopted the 2012-2017 Economic Development Strategic Plan focusing on “placemaking” and, since at least 2013, the City Council has included the filmmaking industry in its Goals and Workplan so as to strengthen Shoreline’s economic base; and

WHEREAS, the Shoreline Film Office, a collaborative effort between the City and Shoreline Community College, was established in 2013 to actively promote and encourage film production in Shoreline; and

WHEREAS, in 2018, the City Council adopted the 2018-2023 Economic Development Strategic Plan which articulates placemaking projects, including “Growing a Media Production Industry,” so as to enrich the overall economic climate of the City of Shoreline; and

WHEREAS, over the years, the City has hosted filmmaking productions totaling roughly \$1 million per year; and

WHEREAS, despite the filming activity, the City does not provide regulations or fees specifically related to the use of City property for film related activities; and

WHEREAS, the economic contribution to other businesses within the City from filmmaking and the limited and temporary nature of the use of various City rights-of-ways and property makes the media-production industry a unique contributor to the City’s economic base with limited impact to the City; and

WHEREAS, on June 10, 2019, the City Council held a study session on the proposed filmmaking regulations and fees; and

WHEREAS, the City Council has considered the entire public record, public comments, written and oral;

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

Section 1. Amendment - SMC Title 5, establishing Chapter 5.25 Filmmaking Regulations. SMC Title 5 is amended to establish a new chapter, Chapter 5.25 Filmmaking Regulations, as set forth in Exhibit A.

Section 2. Amendment – SMC Chapter 3.01, establishing Section 3.01.205 Filmmaking permit fees. SMC Chapter 3.01 is amended to establish a new section, Section 3.01.205 Filmmaking permit fees as set forth in Exhibit B.

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

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

Section 5. Publication and Effective Date. A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect on July 15, 2019~~five (5) days from the date of publication.~~

PASSED BY THE CITY COUNCIL ON JUNE 24, 2019

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney

Date of Publication: _____, 2019
Effective Date: July 15_____, 2019

Ordinance No. 859 – Exhibit A

NEW Chapter 5.25 Filmmaking Regulations

5.25.010 Purpose:

The purpose of this chapter is to establish procedures to guide the filmmaking industry when filming within the City.

5.25.20 Definitions

- A. “B roll” means film content that captures the environment, area, or surroundings of a story, or any generic, unscripted action which supplements the main storytelling content.
- B. “Build” means any set-dressing, props, or other structures built on set.
- C. “City” means the City of Shoreline, Washington.
- D. “Days” means calendar days.
- E. “Filmmaking” or “Filming” means motion-picture photography activity using film, digital video or other media storage technologies, not including news media or personal use.
- F. “Film Production” means the full range of activities supportive of the development of motion-picture media content for general public or limited audiences, not including news media or personal use.
- G. “City Manager” means the City Manager or designee.
- H. “Person” means any natural person, firm, partnership, company, corporation, association, or organization.
- I. “Public property” means any improved or unimproved public right-of-way, including sidewalks, bikeways, walkways, and parking areas, public park, or public building owned or managed by the City.
- J. “Responsible party” means the applicant and its agents, representative, or employees who control, manage, or supervise the film production.
- K. “Shoreline Film Manual” means the manual adopted pursuant to SMC 5.25.070 that includes permit criteria, rules, guidelines, standards, and specifications related to Filmmaking and Film Production in the City.

5.25.030 Permit - Required

A. Unless explicitly exempt in this chapter, it is unlawful for any Person to make use of a public place for Filmmaking or Film Production without first securing a Filmmaking Permit when the Filmmaking or Film Production requires the:

1. Use of a City park or City Building for Filming;
2. Temporary interruption of vehicle or pedestrian traffic on City streets or sidewalks;
3. Use of a tripod or dolly on City streets or sidewalks;
4. Placement of wires or cables across or over City streets or sidewalks;
5. Placement of a generator on a City street or sidewalk; or
6. Impact to areas of public parking, including reservation of space(s).

B. Types of Filmmaking Permits.

1. The type of permit required is based on the anticipated impact of the Filmmaking activity. Filmmaking Permits types are:
 - a. Low Impact Film Production
 - b. Moderate-Impact Film Production
 - c. High-Impact Film Product
2. The criteria for each permit type shall be set forth in the Shoreline Film Manual.

5.25.040 Filmmaking permit application.

- A. Any person that desires to Film or engage in Film Production on public property within the City for commercial purposes shall submit a complete Filmmaking permit application with the appropriate fees to the City unless specifically exempted in this chapter. No filming may occur ~~within the~~ on or in City rights-of-way, parks, buildings, or other public property until the filmmaking permit application has been approved and issued.
- B. At the minimum, the application shall include:
 1. A completed application form with the authorized signature of the applicant;
 2. The appropriate application fee based on the official fee schedule (chapter 3.01 SMC) and
 3. Any supplemental information required for submittal as set forth in the Shoreline Film Manual.
- C. Prior to issuance of the Filmmaking permit:
 1. The applicant shall pay all applicable fees;
 2. If required by the City Manager, the applicant shall post a bond or damage deposit in an amount determined by the City Manager to be sufficient to cover any damages to public resources or facilities which may occur during the filming; and
 3. Provide a certificate of insurance, naming the City as additional insured, for liability insurance to cover any liability costs associated with the film production activities.

5.25.050 Liability Insurance

- A. Unless waived by the City Manager, commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate shall be obtained and maintained during the permit term at the applicant's sole expense. The City shall be named as an additional insured.
- B. The City Manager may reduce the coverage amounts set forth in this section or require additional coverage amounts depending on the filmmaking activity proposed by an applicant.
- C. Higher liability coverage and other requirements for special circumstances including but not limited to use of helicopters, drones, and pyrotechnics may apply. Applicant shall comply with all insurance requirements contained in the Shoreline Film Manual.

5.25.060 Exemptions

This chapter shall not be applicable to:

1. Journalists and other news media representatives in the pursuit of journalism.

2. Private individuals making film or digital video content for their personal use.
3. "Roving" film productions filming b-roll, zero impact sidewalk scenes, and documentary-style footage at various public exterior locations throughout Shoreline. A Filmmaking permit shall be required unless the "Roving" meets all of the following criteria:
 - a. Five or fewer total cast and crew on-site at any one time;
 - b. One camera on-site;
 - c. Outdoor production only;
 - d. No traffic control required;
 - e. No interruption to pedestrian activity;
 - f. No electrical generation, wires, cables runs, or lights set-up;
 - g. Public parking will not be impacted; and
 - h. Not filming in a City pPark.

5.25.070 Shoreline Film Manual.

The City Manager shall prepare, administer, interpret, and amend as necessary a Shoreline Film Manual. The Manual shall establish, among other things, reasonable rules, guidelines, standards, fees, costs ,and other specifications for Filmmaking or Film Production in the City.

5.25.080 Enforcement – Penalty

A. Filmmaking permit – suspension, denial, or revocation.

1. The City may deny a Filmmaking permit if within the three (3) years prior to the date of application:
 - a. The applicant had a Filmmaking permit revoked by the City for which the applicant was a responsible party; or
 - b. The applicant had a Filmmaking permit suspended more than two (2) times by the City for which the applicant was a responsible party; or
 - c. The City discovered that the Filmmaking permit was approved and issued based on fraud or misrepresentation by the applicant.
2. The City may deny a Filmmaking Permit if, in the City's sole discretion, the filmmaking activity would be unduly burdensome on the City or would be contrary to the public health, safety, and welfare.
3. If any person violates the terms or conditions of an issued Filmmaking permit, the City may, at its discretion, suspend or revoke a filmmaking permit depending on the severity of the violation(s) and/or impose a penalty for a violation.

B. Appeal.

The City's decision to deny a Filmmaking permit application; to suspend or revoke a Filmmaking permit; to find a violation of the terms and conditions of a Filmmaking permit, or to impose a penalty, may be appealed to the City Hearing Examiner.

1. A notice of appeal, providing the basis for the appeal, along with the appropriate fee shall be filed within 14 days of the date of the City's decision.
2. The Hearing Examiner shall hold a closed-record hearing based on the record developed by the City.

3. Review shall be de novo and the burden shall be on the City to show, by a preponderance of the evidence, that its decision was warranted.
4. The Hearing Examiner's decision shall be final. Any person aggrieved by that decision may seek judicial review in King County Superior Court by filing an appeal within 14 days of the date of the Hearing Examiner's decision.

C. Violation - Penalty.

1. A penalty for failing to secure a permit prior to filming, or any other violation of the terms and conditions of a Filmmaking Permit, shall be imposed in the amount of \$250.00 per day per violation.
2. If any Person damages City property during the Filmmaking or Film Production, the Person shall be responsible for the repair, replacement, and/or restoration of the property to a same or better condition than existed prior to the damage. The Person shall also be responsible for any penalties imposed by any chapter of the SMC based on the type of property damaged.
3. An additional penalty of \$2,000 shall be imposed if the violation was deliberate or the result of reckless disregard on the part of any Person. The burden of proof from demonstrating that the violation was not deliberate or in reckless disregard is on the Person responsible for the violation.
4. In addition to the provisions set forth in this Section, the City may take any actions provided by law to obtain compliance with this chapter and/or collect any penalties that have been assessed.

Ordinance No. 859 - Exhibit B

AMENDMENT - Chapter 3.01 Fee Schedule

New Section - Section 3.01.205 Filmmaking permit fees.

A. Permit Fees

Permit Type	2019 Fee Schedule
Low-Impact Film Production	\$25 flat fee per production (for up to 14 consecutive days of filming)
Low-Impact Daily Rate (each additional day after 14 days)	\$25 per additional day
Moderate-Impact Film Production	\$25 per day
High-Impact Film Production	Applicable permit fees apply, including but not limited to, permits for the right-of-way and park rental fees.

B. Fee Waiver

The City Manager may consider a waiver for any fees that may apply under this Section.
~~The City Manager may waive fees for student or non-profit filmmakers who produce films that serve the community and are consistent with adopted City programs.~~ Any fee waiver request must be submitted concurrently with the Filmmaking permit application.

C. Additional Costs

Any additional costs incurred by the City, related to filmmaking activity on public property, shall be paid by the applicant. The applicant shall comply with all Additional Cost requirements contained in the Shoreline Film Manual.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussing Ordinance No. 866 – Authorizing the Placement of a Ballot Measure on the 2019 General Election Ballot to Authorize a Property Tax Bond Measure for the Community and Aquatics Center
PRESENTED BY:	Eric Friedli, PRCS Department Director Sara Lane, Administrative Services Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Discussion

PROBLEM/ISSUE STATEMENT:

In July 2017, following an 18-month community outreach engagement process, the City Council adopted the 2017-2023 Parks, Recreation and Open Space (PROS) Plan via Resolution No. 412. The PROS Plan identifies a 20-year vision and framework for Shoreline’s recreation and cultural programs, and for maintenance and investment in park, recreation and open space facilities. Strategic Action Initiative (SAI) #1 in the PROS Plan established a goal to build a new Community and Aquatics Center (CAC) with an objective to “place a proposal for a new community/aquatics center before the voters by 2020 and open a new facility in 2022.” Since the adoption of the PROS Plan, staff has been developing concept plans and cost estimates for a new CAC.

On May 20, 2019, staff was directed by Council to develop the legislation to place a ballot measure on the November 2019 ballot to fund the purchase of property and the construction of the CAC. Tonight, Council will discuss proposed Ordinance No. 866 (Attachment A) authorizing the placement of a ballot measure on the 2019 General Election Ballot to authorize a property tax bond measure for the CAC. The proposed Ordinance is scheduled to return to Council for adoption on July 29, 2019.

FINANCIAL IMPACT:

While proposed Ordinance No. 866 does not have an immediate financial impact, the Ordinance would authorize the City to place a measure on the ballot. If successful, the City would be authorized to issue bonds in the principal amount of up to \$88,100,000 for the CAC. Repayment of these bonds would be supported by a special property tax levy that is estimated to impact the median priced homeowner by a net average of \$16 per month for up to 20 years.

The Ordinance provides that Senior Citizens, Disabled Persons, and Disabled Veterans meeting age, income, and/or disability requirements identified in RCW 84.36.381 would be eligible, and can apply with King County, for an exemption or deferral from this tax.

RECOMMENDATION

No action is required tonight. Staff recommends that the City Council discuss proposed Ordinance No. 866 and provide guidance to staff on the proposed Ordinance. Proposed Ordinance No. 866 is scheduled to be brought back to Council for adoption on July 29, 2019.

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

BACKGROUND

The 2017-2023 Parks, Recreation and Open Space Plan (PROS Plan), adopted through Resolution No. 412 by the City Council on July 31, 2017, establishes a 20-year vision and framework for Shoreline's recreation and cultural programs, and guides maintenance and investment in park, recreation and open space facilities. The staff report for the adoption of the PROS Plan is available at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport073117-7a.pdf>.

The PROS Plan includes a series of Strategic Action Initiatives (SAIs) with goals and objectives, including an SAI focused on the development of a new Community and Aquatic Center (CAC). SAI #1 established the objective to place a proposal for a new CAC before the voters by 2020 and open a new facility in 2022.

The City Council re-emphasized the importance of a new CAC in its 2019-2021 City Council Goals and Workplan with the adoption of Council Goal 2, Action Step 2:

- Goal 2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.
 - Action Step 2: Implement the Parks, Recreation, and Open Spaces Plan, including development of a strategy for a new community and aquatic center and priority park improvements and acquisitions.

Additionally, the Council further emphasized this goal with guidance from their March 1, 2019 Strategic Planning Workshop. At the workshop, Council discussed the development of a proposal for a voter-approved bond measure to fund a new CAC and possibly other improvements to parks and directed staff to work on a proposal for Council consideration.

Information on the development of the concept design for the CAC, including public comments, is available at the following link: www.shorelinewa.gov/cac.

May 20, 2019 Council Discussion

On May 20, 2019, the City Council further discussed the CAC and priority park improvements and the funding considerations for the development of these improvements. The staff report from this Council discussion is available at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport052019-9a.pdf>.

At this meeting, Council gave staff formal direction to prepare appropriate legislation to place a 20-year bond measure before the voters for an approximately 75,000 gross square foot CAC including the following features:

- a 2-court gymnasium and walking/jogging track,
- community spaces for classes, rentals, and informal gatherings,
- space prioritized for senior programs including a commercial kitchen,
- an activity pool with play features,

- a separate lap pool that includes eight (8) lanes and accommodates both recreational and competitive diving, lessons, shallow and deep-water exercise classes, a viewing area for approximately 500 spectators and is ADA accessible,
- a courtyard and other outdoor areas for casual community gatherings and play,
- parking, and
- adjacent parks and open space to complement the activities contemplated in the building.

The bond measure would also fund the purchase of the property at 17828 Midvale Avenue N (Storage Court site) to locate the CAC. The cost projection for property acquisition, construction and construction inflation to 2021 is \$88.1 million (see Table 1):

Table 1: Projected Costs of 2018 CAC Concept Design

	Estimated Costs
CAC Construction and Related Costs	\$61.8
Cost Escalation - 2021 Construction	\$7.3
Property Acquisition (17828 Midvale Ave N)	\$19.0
Total Project Cost	\$88.1

DISCUSSION

If approved by voters, general obligation bonds would be issued for \$88.1 Million, which would be repaid by an increase in property taxes (excess property tax levy) to fund this project. The current parks and open spaces bond measure (approved by voters in 2006) is set to be retired in 2021 and will be removed from property tax bills in 2022. Under that bond measure, a property owner of a median priced home has been paying approximately \$72 per year in property tax towards the repayment of the 2006 bonds. Table 2 below shows the taxpayer impact of an \$88.1 million bond measure for a median valued home (\$480,000), a home valued at \$750,000 and a home valued at \$1,000,000.

Table 2: Impacts of a \$88.1 Million Bond Measure

	Amount of Bond Issue = \$88,100,000			Cost of Expiring Bond		Net Increase	
	Length of Issue (Years)	Annual Impact	Monthly Impact	Annual	Monthly	Annual	Monthly
Median Valued Home (\$480,000)	20	\$269	\$22	\$72	\$6	\$197	\$16
Home Valued at \$750,000	20	\$420	\$35	\$122	\$10	\$298	\$25
Home Valued at \$1,000,000	20	\$560	\$47	\$162	\$14	\$398	\$33

Property Tax Exemptions and Deferrals Available

RCW 84.36.381 allows jurisdictions to provide exemptions for this type of Excess Property Tax Levy to Senior Citizens, Disabled Persons, and Disabled Veterans meeting certain criteria detailed in the Revised Code of Washington (RCW). Ordinance No. 866 includes this exemption. Under current criteria, an exemption for this excess levy would be available for taxpayers who will be turning 62 or older in the tax year or who are retired with a disability, with an income equal to or less than \$40,000. Thresholds will be updated in August 2019 to an amount that will be indexed to King County median household income.

Those who are 60 or older who are retired with a disability, with an income equal to or less than \$45,000 may qualify for deferral of property tax liability (deferred taxes become a lien on the property.) Limited income deferrals are also available for 50% of tax due if specific income and tax filing requirements are met. Income thresholds for deferrals will also be updated in August 2019.

Exemptions or deferrals are available only for residents who own and occupy a house, mobile home, condo or co-op. Those who believe they may be eligible can complete a simple application process with King County. Details of the exemption and deferral programs and application instructions are available at the following link:
<https://www.kingcounty.gov/depts/assessor/TaxRelief.aspx>.

Other Funding Considerations

Two outstanding questions may influence the Council's decision about what dollar amount to put on the ballot:

- **Potential School District Contribution.** The Shoreline School District will be discussing options available to meet the needs of the District's swim teams including how to secure preferred practice times in the new CAC. This likely will include discussions of either a capital contribution towards the CAC or the payment of annual rental fees to secure their preferred practice times. The estimated capital cost for the additional two lanes for the competitive pool and the additional pool viewing area is approximately \$2.4 million. The Shoreline School District Superintendent has indicated that the School Board will make a final decision on July 15, 2019.
- **Potential King County Park Levy Funding.** King County is placing a renewal of their Park Levy on the Primary Election Ballot in August 2019. The proposed levy includes \$20 million for pool grants, with a cap of \$5 million per agency, for entities that are doing major aquatic investments. If the levy is approved by King County voters, Shoreline will apply for one of these grants. This levy will appear on the August Primary Election ballot on the same day in which ballot language must be submitted to the King County Elections Office for measures to appear on the November General Election ballot. As such, the City will not know if the levy has passed or if the City will be the recipient of one of the grants by the time the City must submit ballot language for the CAC.

There has also been discussion among some residents regarding the potential for philanthropic donations to help fund the CAC. The City Council has added Action Step 11 to Council Goal No. 2 in their current Council Goals to explore establishment of a Shoreline Parks Foundation. At this time, it is hard to determine the potential level of giving that could be used to help fund the CAC.

Staff will continue to evaluate opportunities to seek funding for the CAC that can lessen the property tax request to voters prior to Council finalizing the ballot language. Outside funding opportunities can continue to provide benefits to tax payers even if the full cost of the bond measure is approved, as the City would not ultimately issue the full amount of bonds if not needed. The challenge is determining if the initial ask to voters should be less than the estimated cost to build the facility.

Ballot and Voter Pamphlet Requirements

If the Council decides to move forward with placing the CAC ballot measure on the November ballot, the title of the ballot measure and the voters' pamphlet are required to adhere to the following requirements:

- **Ballot Title.** The ballot title for the proposed bonds and excess property tax levy consists of three elements:
 1. An identification of the enacting legislative body and a statement of the subject matter (not to exceed 10 words);
 2. A concise description of the measure (not to exceed 75 words); and
 3. A question for the voting public (no word limit).

The ballot title must be approved by the City Attorney and must conform to the requirements and be displayed substantially as provided under RCW 29A.72.050, except that the concise description must not exceed 75 words. Any person who is dissatisfied with the ballot title may, at any time within 10 days from the time of the filing of the ballot title with King County Elections, appeal to King County Superior Court. The currently proposed ballot title in proposed Ordinance No. 866 is as follows:

CITY OF SHORELINE PROPOSITION NO. 1

GENERAL OBLIGATION BONDS
PARKS, RECREATION AND OPEN SPACE
IMPROVEMENTS

The City Council of the City of Shoreline adopted Ordinance No. 866 concerning the construction of a new community and aquatic center. This proposition would authorize the City to acquire property and construct a community and aquatic center for senior, youth, family and community activities including class rooms and exercise spaces, a commercial kitchen, recreation and lap pools, gymnasiums with an indoor walking track, and outdoor active spaces; to issue up to \$88,100,000 of general obligation bonds maturing within a maximum of 20 years; and levy annual excess property taxes to repay such bonds, as provided in Ordinance No. 866.

Should this proposition be approved:

YES?

NO?

Staff is still working on small edits to the language of the ballot proposition and may continue to provide updates to the City Council prior to final adoption of proposed Ordinance No 866 on July 29, 2019.

- **Voters' Pamphlet.** For the primary and general election, King County publishes a voters' pamphlet. Districts placing measures on the ballot are automatically included in the voters' pamphlet.

The City must provide an explanatory statement of the ballot title for the voter's pamphlet. The statement describes the effect of the measure if it is passed into law and cannot intentionally be an argument likely to create prejudice either for or against the measure. The explanatory statement is limited to 250 words, must be signed by the City Attorney, and submitted to King County Elections by August 6, 2019. City staff is working with the City's Bond Counsel to finalize the proposed voters' pamphlet content.

The City is also responsible for appointing committees to prepare statements in favor of and in opposition to the ballot measure for the voters' pamphlet. There is a limit of three members per committee. The committee appointments must be filed by August 6, 2019. Assuming that the Council moves forward with adoption of proposed Ordinance No. 866, staff has scheduled for Council to make appointments to these committees at the City Council meeting on August 5, 2019. Staff is recommending that Council direct staff to begin advertising for interested parties to submit applications on July 16, 2019.

The statements in favor of or in opposition to the ballot measure must be submitted by the Pro and Con committees to King County Elections no later than August 13, 2019. These statements are limited to 200 words. Rebuttal statements by each of the respective committees must be submitted to the County no later than August 15, 2019. Rebuttal statements are limited to 75 words.

ALTERNATIVES ANALYSIS – AMENDMENT TO ADD COMMUNITY PARKS

During the May 20, 2019 Council discussion, Council discussed the possibility of adding community park improvements to the proposed bond measure. This would provide for new investment in the park system and further the implementation of the PROS Plan. It would also increase the cost of a bond measure to property owners.

Concept designs were developed for eight parks (nine sites) which were reviewed during four open houses and online surveys. This public engagement process resulted in preferred concept designs for each park. More detailed information about these park concept designs is available at the following link:

<http://www.shorelinewa.gov/government/projects-initiatives/park-concept-designs-2018>.

The intent of the park concept designs was to set the stage for implementing the PROS Plan SAI #3 to expand recreation amenities including “at least 1 community garden, 2 basketball courts, 2 multipurpose/pickleball courts, 1 playground, 1 swing set, 1, paved loop path, 1 spray park and 1, adventure playground by 2023.” The PROS Plan determined that these amenities are the highest priorities to keep pace with the projected growth in Shoreline over the next several years. The parks selected for the development of concept design are parks that generally did not receive funding from the 2006 Parks and Open Space Bond measure.

On May 20th, staff recommended that if Council wanted to include park improvements in the ballot measure, that the following four community park improvements in Table 3 below be selected:

Table 3: Potential Park Improvements

Park	Estimated Cost (in millions)
Brugger’s Bog Park	\$4.2
Richmond Highlands Park	\$5.3
Hillwood Park	\$3.7
Briarcrest Community Park (Hamlin)	\$4.7
Total	\$17.9

Adding these park improvements to the preferred 20-year bond measure would impact property owners of a median valued home at a cost of \$5 per month. Table 4 below provides the estimated cost for just these additional park improvements for a median valued home, a home valued at \$750,000 and a home valued at \$1,000,000.

Table 4: Impacts of an \$17.9 Million Bond Measure

Amount of Bond Issue = \$17,900,000			
	Bond Term (Years)	Annual Impact	Monthly Impact
Median Valued Home (\$480,000)	20	\$55	\$5
Home Valued at \$750,000	20	\$85	\$7
Home Valued at \$1,000,000	20	\$114	\$9

Adding this additional \$17.9 Million cost to the \$88.1M cost of the CAC would provide for a \$106 Million ballot measure. Table 5 below provides the estimated cost of this combined ballot measure for the 20-year bond:

Table 5: Impacts of a \$106 Million Bond Measure

Amount of Bond Issue = \$106,000,000				Cost of Expiring Bond		Net Increase	
	Bond Term (Years)	Annual Impact	Monthly Impact	Annual	Monthly	Annual	Monthly
Median Valued Home (\$480,000)	20	\$324	\$27	\$72	\$6	\$252	\$21
Home Valued at \$750,000	20	\$506	\$42	\$122	\$10	\$384	\$32
Home Valued at \$1,000,000	20	\$674	\$56	\$162	\$14	\$512	\$42

During the May 20th Council discussion, while some Councilmembers were interested in including these additional community park improvements, Council as a whole directed staff to develop legislation to place a ballot measure on the November 2019 ballot to fund the purchase of property and the construction of the CAC only. Councilmember Robertson has asked staff to draft a motion that would direct staff to amend proposed Ordinance No. 866 to include these community park improvements in the Ordinance. If any Councilmember is interested in making this motion, the following motion language is recommended:

I move to direct staff to amend proposed Ordinance No. 866 so that the Ordinance includes the park improvements to Brugger’s Bog Park, Richmond Highlands Park, Hillwood Park and Briarcrest Community Park totaling \$17.9 million and depicted in the Preferred Park Concept Designs as noted in tonight’s staff report.

If this motion is adopted by Council, staff will make the necessary changes to proposed Ordinance No. 866 so that these community park improvements would be included when Council is scheduled to take final action on the proposed Ordinance on July 29, 2019.

NEXT STEPS

If Council directs staff to continue to move forward with a ballot measure to fund the CAC, the next steps in the process would be as follows:

- Continued Council discussion of proposed Ordinance No. 866 and potential action on July 29, 2019.
- If the proposed Ordinance is adopted, staff would solicit interested persons and Council would appoint Pro and Con committees for the Voters' Pamphlet on August 5, 2019.
- Staff would then execute the Communication Plan regarding the ballot measure.

FINANCIAL IMPACT

While proposed Ordinance No. 866 does not have an immediate financial impact, the Ordinance would authorize the City to place a measure on the ballot. If successful, the City would be authorized to issue bonds in the principal amount of up to \$88,100,000 for the CAC. Repayment of these bonds would be supported by a special property tax levy that is estimated to impact the median priced homeowner by a net average of \$16 per month for up to 20 years.

The Ordinance provides that Senior Citizens, Disabled Persons, and Disabled Veterans meeting age, income, and/or disability requirements identified in RCW 84.36.381 would be eligible, and can apply with King County, for an exemption or deferral from this tax.

RECOMMENDATION

No action is required tonight. Staff recommends that the City Council discuss proposed Ordinance No. 866 and provide guidance to staff on the proposed Ordinance. Proposed Ordinance No. 866 is scheduled to be brought back to Council for adoption on July 29, 2019.

ATTACHMENTS

Attachment A: Proposed Ordinance No. 866

ORDINANCE NO. 866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, PROVIDING FOR THE FORM OF THE BALLOT PROPOSITION AND SPECIFYING CERTAIN OTHER DETAILS CONCERNING SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION TO BE HELD THEREIN ON NOVEMBER 5, 2019, OF A PROPOSITION FOR THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$88,100,000, OR SO MUCH THEREOF AS MAY BE ISSUED UNDER THE LAWS GOVERNING THE INDEBTEDNESS OF CITIES FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE AND REFINANCE THE CITY'S PARKS, RECREATION AND OPEN SPACE PLAN, AND LEVY EXCESS PROPERTY TAXES TO PAY THE BONDS.

WHEREAS, on July 31, 2017, following an 18-month community outreach engagement process, the Shoreline City Council (the "Council") unanimously passed Resolution No. 412, adopting the 2017-2023 Parks, Recreation & Open Space Plan (the "PROS Plan"); as it may be amended from time to time; and

WHEREAS, the PROS Plan identifies a 20-year vision and framework for the City of Shoreline's (the "City") recreation and cultural programs, and for maintenance and investment in park, recreation and open space facilities; and

WHEREAS, Strategic Action Initiative #1 in the PROS Plan established a goal to build a new community and aquatics center ("CAC") with an objective to "place a proposal for a new community/aquatics center before the voters by 2020 and open a new facility in 2022"; and

WHEREAS, since the adoption of the PROS Plan, City staff has been developing concept plans and cost estimates for a new CAC; and

WHEREAS, in order to pay the costs of financing and refinancing the PROS Plan, including the acquisition of real property, it is deemed necessary and advisable by the Council that the City issue and sell one or more series of its unlimited tax general obligation bonds in the principal amount of not to exceed \$88,100,000 (the "Bonds"); and

WHEREAS, the Constitution and laws of the State of Washington provide that the question of whether such Bonds may be issued and sold for such purposes and taxes levied to pay such Bonds must be submitted to the qualified electors of the City for their ratification or rejection;

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

Section 1. Findings. The Council hereby finds that the best interests of the residents of the City require the City to construct, develop, equip, upgrade, acquire, and improve the parks and recreation facilities as described in the PROS Plan, as it may be amended from time to time (the “Projects”), including a community and aquatics center with fitness, aquatic and community gathering areas such as:

- gymnasium(s) and a walking/jogging track;
- community spaces for classes, rentals, and informal gatherings;
- space prioritized for senior programs including a commercial kitchen;
- leisure/activity pool with play features;
- lap pool;
- courtyard and other outdoor areas for community gatherings and play;
- parking; and
- adjacent parks and open space to complement the activities contemplated in the building.

The Projects shall include the acquisition of real property as necessary to locate such facilities. The City shall complete the Projects at the time, in the order and in the manner deemed most necessary and advisable by the Council. Costs of the Projects, which are estimated to be more than \$88,100,000, will be paid from proceeds of the Bonds (as defined in Section 2) authorized herein and other available funds of the City.

The cost of all necessary appraisals, negotiation, property acquisition, closing, architectural, engineering, project management, financial, legal and other consulting services, inspection and testing, demolition, administrative and relocation expenses, permitting, mitigation, construction, and other costs incurred in connection with the foregoing capital improvements shall be deemed a part of the capital costs of such Projects. Such Projects shall be complete with all necessary real property, equipment and appurtenances.

The Council shall determine the exact specifications for the Projects, and the components thereof, as well as the timing, order and manner of completing the components of the Projects. The Council may alter, make substitutions to, and amend such components as it determines are in the best interests of the City and consistent with the general descriptions provided herein. The Council shall determine the application of moneys available for the various Projects so as to accomplish, as nearly as may be, all of the Projects.

If the Council shall determine that it has become impractical to design, construct, improve, obtain permits, renovate, acquire, develop, or equip all or any component of the Projects by reason of changed conditions, incompatible development, costs substantially in excess of the amount of Bond proceeds or tax levies estimated to be available, or acquisition by or dependence on a superior governmental authority, the City shall not be required to provide such component or components. If all of the Projects have been constructed or acquired or duly provided for, or found to be impractical, the City may apply remaining proceeds of the Bonds authorized herein (including earnings thereon) or any

portion thereof to other park, recreation and open space capital purposes or to the redemption of the Bonds as the Council, in its discretion, shall determine.

In the event that the proceeds from the sale of the Bonds, plus any other money of the City legally available for such purpose, are insufficient to accomplish all of the Projects, the City shall use the available funds for paying the cost of those portions of the Projects deemed by the Council most necessary and in the best interest of the City.

Section 2. Authorization of Bonds. For the purpose of providing all or a portion of the funds necessary to finance and/or refinance debt previously issued by the City to finance the costs of the Projects, together with incidental costs and costs of issuance of the Bonds, the City shall issue and sell its unlimited tax general obligation bonds in the aggregate principal amount of not to exceed \$88,100,000 (the “Bonds”). The Bonds shall be issued in an amount not exceeding the amount approved by the electors of the City and not exceeding the amount permitted by the Constitution and laws of the State of Washington. The balance, if any, of the cost of the Projects shall be paid out of any other legally available funds. The Bond proceeds (and earnings thereon) shall be used to finance and refinance the costs of the Projects, together with incidental costs and costs related to the sale and issuance of the Bonds, and shall not be used for the replacement of equipment or for a purpose other than a capital purpose.

Section 3. Details of the Bonds. The Bonds provided for in Section 2 hereof shall be issued in such amounts and at such time or times as deemed necessary and advisable by the Council and as permitted by law. The Bonds may be issued in one or more series and shall bear interest payable at a rate or rates authorized by the Council. The Bonds shall mature in such amounts and at such times within a maximum term of 20 years from date of issue of a series, all as authorized by the Council and as provided by law. The Bonds shall be unlimited tax general obligations of the City and, unless paid from other sources, both principal of and interest on the Bonds shall be payable out of annual tax levies to be made upon all the taxable property within the City without limitation as to rate or amount and in excess of any constitutional or statutory tax limitations. The exact date, form, terms, maturities, covenants and manner of sale of the Bonds shall be as hereafter fixed by ordinance or ordinances of the Council.

In anticipation of the issuance of the Bonds, the City may issue short-term obligations as authorized by Ordinance No. 829 adopted by the Council on August 8, 2018, as may be amended, and as otherwise authorized by chapter 39.50 RCW. Such obligations may be paid or refunded with proceeds of the Bonds. The proceeds of the Bonds may also be used to reimburse the City for expenditures previously made for such Projects.

Section 4. Bond Election. It is hereby found that the best interests of the inhabitants of the City require the submission to the qualified electors of the City of a proposition authorizing the City to issue Bonds for the purposes of funding the Projects, at an election to be held on November 5, 2019. The City Council has determined that the excess levy would be eligible for exemptions and deferrals as allowed under RCW 84.36.381. The King County Director of Records and Elections, as *ex officio* supervisor of elections in King County, Washington, is hereby requested to assume jurisdiction of and

to call and conduct the election to be held within the City and to submit to the qualified electors of the City the proposition hereinafter set forth. Such election shall be conducted by mail.

The City Clerk is hereby authorized and directed to certify the proposition to the King County Director of Records and Elections (the "Director") in substantially the following form:

CITY OF SHORELINE PROPOSITION NO. 1

GENERAL OBLIGATION BONDS
PARKS, RECREATION AND OPEN SPACE
IMPROVEMENTS

The City Council of the City of Shoreline adopted Ordinance No. 866 concerning the construction of a new community and aquatic center. This proposition would authorize the City to acquire property and construct a community and aquatic center for senior, youth, family and community activities including class rooms and exercise spaces, a commercial kitchen, recreation and lap pools, gymnasiums with an indoor walking track, and outdoor active spaces; to issue up to \$88,100,000 of general obligation bonds maturing within a maximum of 20 years; and levy annual excess property taxes to repay such bonds, as provided in Ordinance No. 866.

Should this proposition be approved:

YES.....

NO

For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) the City Clerk and (b) the City Attorney, as the individuals to whom such notice should be provided. The City Attorney and City Clerk are each authorized individually to approve changes to the ballot title, if any, deemed necessary by the Director.

The City Clerk is authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's or clerical errors, references, numbering, section/subsection numbers, and any reference thereto.

The proper City officials are authorized to perform such duties as are necessary or required by law to submit the question of whether the Bonds shall be issued, as provided in this ordinance, to the electors at the November 5, 2019 election.

Section 5. Voters' Pamphlet. The Council finds and declares it to be in the best interests of the City to have information regarding the aforesaid proposition included in local voters' pamphlets, and authorizes the appropriate costs thereof to be charged to and paid by the City, and further authorizes and directs the City Attorney and City Clerk to provide such information to the Director and to take such other actions as may be necessary or appropriate to that end.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 7. Effective Date. This ordinance shall take effect and be in force five (5) days from and after its passage, approval, and publication, as required by law. A summary of this ordinance, consisting of the title, may be published in lieu of publishing the ordinance in its entirety.

PASSED BY THE CITY COUNCIL ON JULY 29, 2019.

Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

[Pacifica Law Group LLP
Bond Counsel]

Date of Publication: _____, 2019

Effective Date: _____, 2019

CERTIFICATE

I, the undersigned, City Clerk of the City of Shoreline, Washington, and keeper of the records of the City Council, DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. _____ of the City (the "Ordinance"), as finally adopted at a regular meeting of the City Council held on _____, 2019, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that quorum of the City Council was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the adoption of said Ordinance; that all other requirements and proceedings incident to the proper adoption or passage of said Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

Dated this ____ day of _____, 2019.

CITY OF SHORELINE, WASHINGTON

City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of the 2018 Annual Traffic Report		
DEPARTMENT:	Public Works/Police		
PRESENTED BY:	Kendra Dedinsky, City Traffic Engineer Captain Mark Konoske, Shoreline Police		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

Staff will present highlights from the 2018 Annual Traffic Report (Attachment A) at tonight's meeting. The purpose of this report and presentation is to:

- Share with Council the data and methodology that the Public Works and Police Departments use to identify and develop action plans to address collision trends and High Collision Locations within the City;
- Discuss specific recommendations to address collision trends and locations with significant collision history, consistent with Washington State's Target Zero Strategic Highway Safety Plan, by implementing engineering improvements through Traffic Safety and Operations resources, targeted Police enforcement, education, and policy;
- Identify potential future capital projects to address high collision intersections or street segments. The Council is asked to consider these projects for potential incorporation into the annual Transportation Improvement Plan (TIP) and the Capital Improvement Program (CIP) process. Inclusion of the projects within the TIP establishes priorities for the pursuit of grant funding in future years;
- Update the Council on engineering, education and enforcement collision reduction countermeasures; and
- Provide an overview of other key traffic data including volumes, speeds, transit, and pedestrian and bicycle activity.

RESOURCE/FINANCIAL IMPACT:

There are no direct additional financial or resource impacts at this time. The Public Works and Police Departments will continue to use existing staff for engineering and enforcement needs. Based on the data in this report, larger projects identified as a priority would be considered as part of the Annual 2021-2026 TIP and the 2021-2026 CIP process. Projects would be presented for Council consideration on an individual basis as part of those TIP and CIP processes. Enforcement emphasis and small projects would be implemented using existing resources. The 2020 CIP budget includes \$167,000 for the Traffic Safety Improvement Program.

RECOMMENDATION

No action is required at this time; this item is for discussion only.

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

BACKGROUND

The purpose of the Annual Traffic Report is to provide Council with information and analysis of the data collected by the Shoreline Police Department and Shoreline Traffic Services staff. The report helps identify opportunities to improve the safety of our transportation system.

The results and recommendations contained in the Annual Traffic Report are utilized in the development of the annual Transportation Improvement Plan (TIP) and Capital Improvement Plan (CIP). This data is also used to identify and develop opportunities for grant funding.

The 2018 Annual Traffic Report is attached to this staff report as Attachment A. The report contains data including information on collisions, traffic speeds, traffic flow, transit use, and pedestrian and bicycle activity. Analysis of this data is then utilized to develop strategies and recommendations to reduce collisions and improve safety consistent with statewide Target Zero collision reduction strategies.

Target zero is Washington State's Strategic Highway Safety Plan for zero Fatal and Serious Injury collisions. Its purpose is to:

- Set statewide priorities for all traffic safety partners over a 3-4 year period;
- Provide strategies to address each emphasis area and factor;
- Help guide federal and state project funding toward the highest priorities and most effective strategies; and
- Monitor outcomes at a statewide level for each priority area.

DISCUSSION

The Traffic Services Section and Police Department work closely in developing the recommendations of the Annual Traffic Report, with the Police Department focusing on enforcement and education opportunities and Traffic Services focusing on education and engineering solutions.

Key changes between the 2017 report and this year's report include:

- Expanded analysis of target zero contributing factors, specifically as they relate to intersections or pedestrians/bicyclists.
- Trendline increase or decrease context for the locations experiencing the most collisions to help staff to track progress on collision countermeasures and identify any new and noteworthy spikes in collisions at a specific location.
- Detailed Target Zero countermeasures and what Shoreline is doing to integrate key countermeasures into policies, plans and standards.

Recommendations included within the 2018 Annual Traffic Report are implemented through the following programs:

- Enforcement by the Police Department through current budget allocations.
- The CIP includes an annual program for Traffic Safety Improvements that can be used for implementing some engineering solutions. This program contains \$167,000 for 2020.

- Larger projects are funded separately through the CIP. These often include grant funding.
- The Traffic Services operating budget also supports some educational and minor operational upgrades, primarily related to pavement markings and signs.

RESOURCE/FINANCIAL IMPACT

There are no direct additional financial or resource impacts at this time. The Public Works and Police Departments will continue to use existing staff for engineering and enforcement needs. Based on the data in this report, larger projects identified as a priority would be considered as part of the Annual 2021-2026 TIP and the 2021-2026 CIP process. Projects would be presented for Council consideration on an individual basis as part of those TIP and CIP processes. Enforcement emphasis and small projects would be implemented using existing resources. The 2020 CIP budget includes \$167,000 for the Traffic Safety Improvement Program.

RECOMMENDATION

No action is required at this time; this item is for discussion only.

ATTACHMENTS

Attachment A – 2018 Annual Traffic Report



City of Shoreline
Annual Traffic Report
2018

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Introduction

This report provides an annual review and analysis of data collected by City of Shoreline Traffic Services staff and Shoreline Police Department. It summarizes collision, speed, volume, transit, pedestrian, and bike data, highlighting noteworthy trends. The data in this report guides the City's prioritization of Traffic Services capital improvement project resources, identifies potential projects for the upcoming year's Transportation Improvement and Capital Improvement plans, supports pursuit of grant opportunities, and identifies target enforcement areas for the Shoreline Police Department.

Engineering, enforcement, education and policy related improvement strategies generated by this report strive to accomplish the goal set by Washington State's Target Zero Plan to achieve zero fatal and serious injury collisions by the year 2030. In addition, this report which specifically identifies safety improvement strategies, supports many goals set by Shoreline's Comprehensive Plan, as well as City Council Goal 5 - to promote and enhance the City's safe community and neighborhood programs and initiatives.

This report strives to provide clear and usable traffic safety and operations information for reference by staff, Council, residents, and businesses of Shoreline. To request additional information, please contact the Public Works Department, Traffic Services section or visit the Traffic Services webpage at <http://shorelinewa.gov/government/departments/public-works/traffic-services>.

Executive Summary

Statewide, serious and fatal injury collisions were following a steady decline from 2005 until 2014 when the pattern shifted to a markedly upward trend. Shoreline's rate of serious and fatal injury collisions has remained relatively flat despite population growth and an increase in collisions overall. Making progress toward reducing the number of serious collisions will require ongoing implementation of proven safety countermeasures consistent with Washington State's Target Zero Plan, particularly those that address pedestrian, bicyclist and intersection related collisions.

Pedestrian and Bicyclist collisions represent 50% of fatal and serious Injury collisions in Shoreline. With the trend of pedestrian collisions on the uptick, investing in nonmotorized safety treatments is an obvious area of opportunity for reducing the number of serious collisions. Bicycle collisions were the lowest in the 2010-2018 analysis period with only 4 in 2018. This may be in part due to the significant progress made over the past 3 years implementing designated bike lanes on multiple arterial streets. This is especially encouraging considering the rates of biking and walking are generally on the rise citywide (see *Pedestrian and Bicycle Count Summary*). Shoreline residents also took great strides toward improving the pedestrian environment in 2018, approving a sales tax increase to fund multiple priority sidewalks. As the population of Shoreline grows, and more people are biking and walking to new light rail stations and other destinations, the continued focus and investment in pedestrian and bicyclist safety improvements is critical.

Another key opportunity for reducing collisions is to focus on intersections; most collisions, including most injury collisions, occur at intersections. In the 2016-2018 dataset, there were a couple of noteworthy overlaps between intersection collisions and pedestrian collisions, as well as intersection collisions during hours of darkness. Specific to these, over the last two years responsive City policies, plans and standards have been completed setting a safer trajectory for the design of future private and public improvements at street intersections. These are discussed in more detail in the *Contributing Circumstance Collision Reduction Strategies* section of the report. Also notable is the fact that over 90% of injury collisions and an even greater proportion of pedestrian and bicyclist collisions occur on arterial streets (which account for only 27% of City roadway centerline miles); providing a great target for strategic improvements where high volumes of conflicting modes are mixing (see *Street Classification* section for additional context).

New this year, the collision location analysis provides some additional context for locations experiencing the most collisions; trendline increase or decrease context for 2014-2016, 2015-2017, and 2016-2018 analysis periods is now included to help staff to track progress on collision countermeasures and identify any new and noteworthy spikes in collisions at a specific location.

Data Sources

This report summarizes collision data trends based on data from 2010 through 2018, with emphasis on years 2016 through 2018. Only collisions that occurred on City streets and are investigated by police officers are included in this report. Excluded are collisions on private property, locations outside of the City of Shoreline (i.e. N/NE 145th Street), phone reports, non-police investigated incidents, collisions under the threshold of \$1000, and other non-collision vehicle incident reports.

Collision data is obtained from the Washington State Department of Transportation (WSDOT). Data from WSDOT includes collisions investigated by other agencies such as Washington State Patrol. No citizen reports are included as WSDOT stopped providing this data to local jurisdictions as of January 1, 2009. The data contained in this report is based on reportable collisions only, as defined in the following section. For consistency, data reported within this report begins in 2010 which is the first available year for all data with geocoded locations, and excluding citizen reported collisions.

Traffic volume and speed data presented in this report was collected and analyzed by Shoreline Traffic Services staff or its consultants.

Transit data was provided by King County Metro and pedestrian and bicycle data is from WSDOT's Bicycle and Pedestrian Documentation Project.

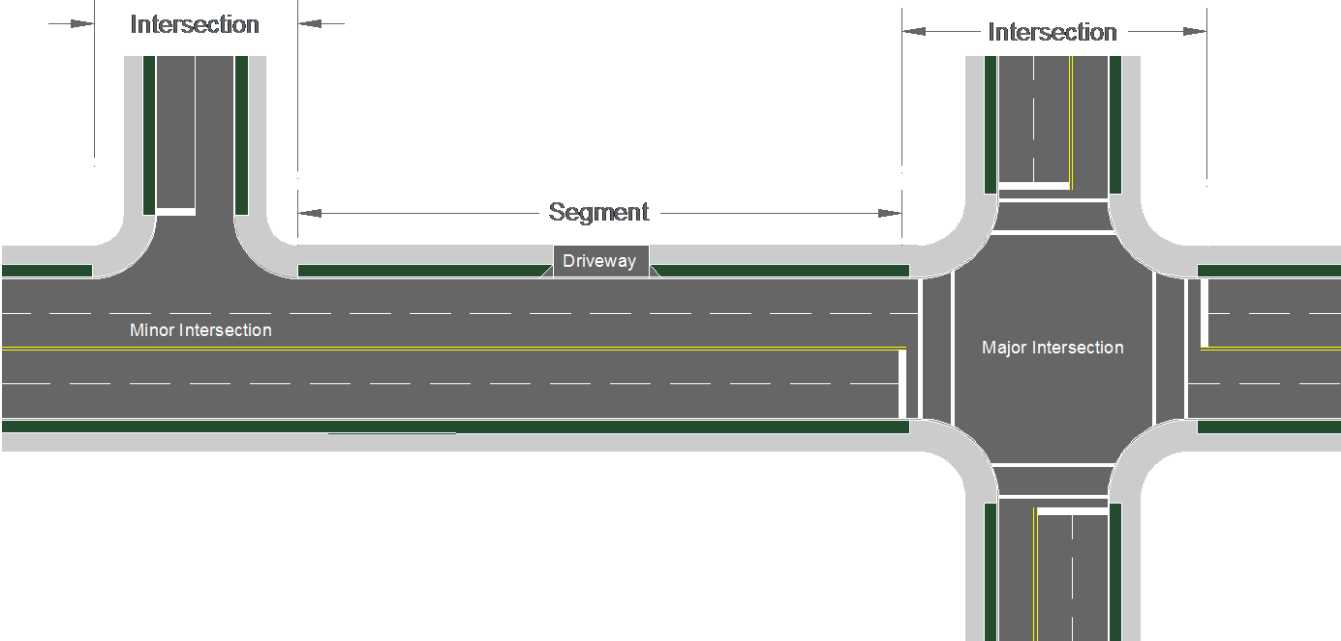
Population data was obtained from the United States Census Bureau.

Definitions

Reportable Collision	A collision which involves death, injury, or property damage in excess of \$1000 to the property of any one person.
Fatal Collision	Motor vehicle collision that results in fatal injuries to one or more persons.
Suspected Serious Injury Collision	Previously Serious Injury. A motor vehicle collision resulting in an injury assessed by the investigating officer as "any injury which prevents the injured person from walking, driving, or continuing normal activities at the time of the collision."
Suspected Minor Injury Collision	Previously Evident Injury. A collision resulting in an injury assessed by the investigating officer as "any injury other than fatal or serious at the scene. Includes broken fingers or toes, abrasions, etc. Excludes limping, complaint of pain, nausea, momentary unconsciousness, etc."
Possible Injury Collision	A collision resulting in an injury assessed by the investigating officer as "any injury reported to the officer or claimed by the individual as momentary unconsciousness, claim of injuries not evident, limping, complaint of pain, nausea, hysteria, etc."

No Apparent Injury	Previously Property Damage Only. Motor vehicle collision in which there is no injury to any person, but only damage to a motor vehicle, or to other property, including injury to domestic animals.
Did Not Grant Right of Way	A contributing circumstance type which indicates that the driver failed to properly yield Right of Way; for example, a driver hitting a pedestrian in a crosswalk when the walk signal is on for the pedestrian movement.
High Collision Location	Locations with the highest number of reported collisions.
Collision Rate	For intersections, the number of collisions at an intersection divided by the average annual volume of vehicles entering the intersection. The resulting unit is collisions per million entering vehicles. For segments, the number of collisions along the segment divided by the length of the segment and the average annual volume of vehicles along the segment. The resulting unit is collisions per million vehicle miles.
85 th Percentile Speed	The speed at which 85% of traffic is traveling at or below; a traffic engineering standard for measuring and evaluating traffic speeds.
Target Zero	<p>Target zero is Washington State's Strategic Highway Safety Plan for zero Fatal and Serious Injury collisions by the year 2030. This plan:</p> <ul style="list-style-type: none"> • Sets statewide priorities for all traffic safety partners over a 3-4 year period. • Provides various strategies to address each emphasis area and factor. • Helps guide federal and state project funding toward the highest priorities and most effective strategies. • Monitors outcomes at a statewide level for each priority area. <p>Collision mitigation strategies include education, enforcement, engineering, policy and emergency medical service-based efforts. http://www.targetzero.com/</p>

For Collision Location analysis, intersections and segments are categorized as shown below.



Collision Summary

The following sections summarize collision data from public streets within the City of Shoreline from 2010 through 2018 with a focus on 2016-2018 collision data.

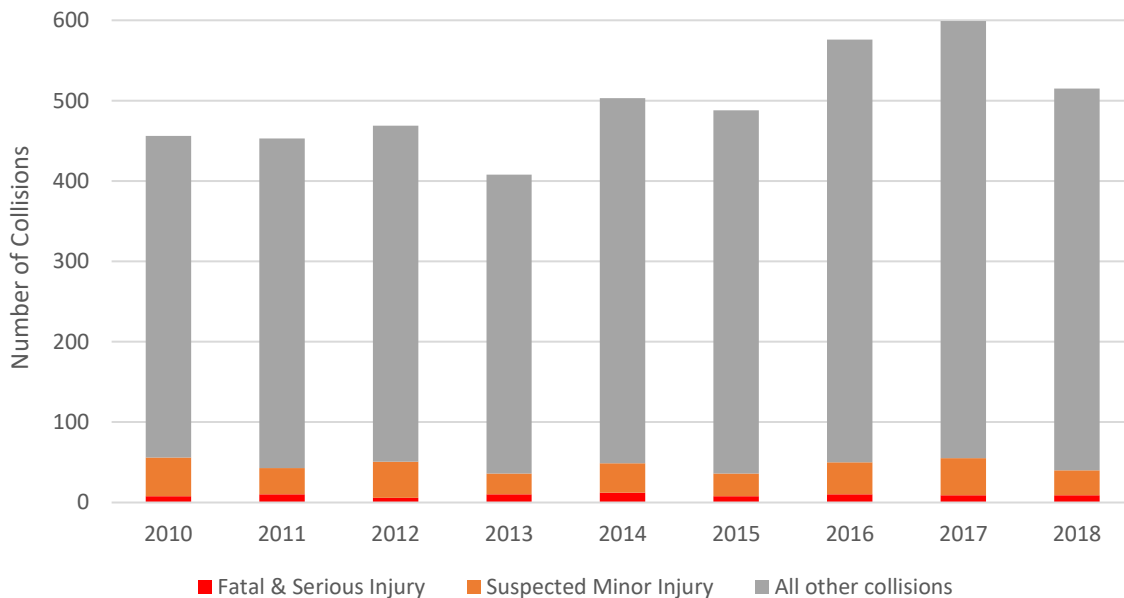
Total Collisions

There were 515 collisions reported on City of Shoreline streets in 2018. Below is a summary of collisions from 2010 through 2018.

	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatal	2	1	1	1	1	1	1	0	1
Suspected Serious Injury	6	9	5	9	11	7	9	9	8
Suspected Minor Injury	48	33	45	26	37	28	40	46	31
Possible Injury	103	111	108	104	121	126	140	136	105
No Apparent Injury	286	290	302	264	318	317	374	399	355
Unknown	11	9	8	4	15	9	12	9	15
Total	456	453	469	408	503	488	576	599	515

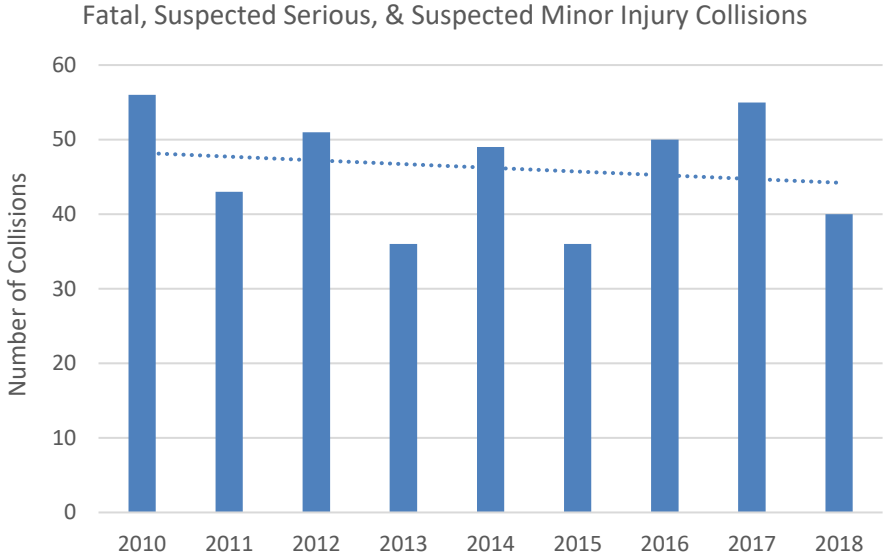
The total number of collisions in 2018 is down 14% from 2017 with the 9-year collision trend line resulting in an average increase of about 16 collisions per year. The number of Suspected Minor Injury, Suspected Serious Injury, and Fatal collisions is trending slightly downward, generally accounting for about 8% of total collisions in 2018. Suspected Serious and Fatal Injury collisions alone account for under 2%. The following *Injury Collisions* section provides more detailed analysis of injury collision trends.

Total & Injury Collisions by Year

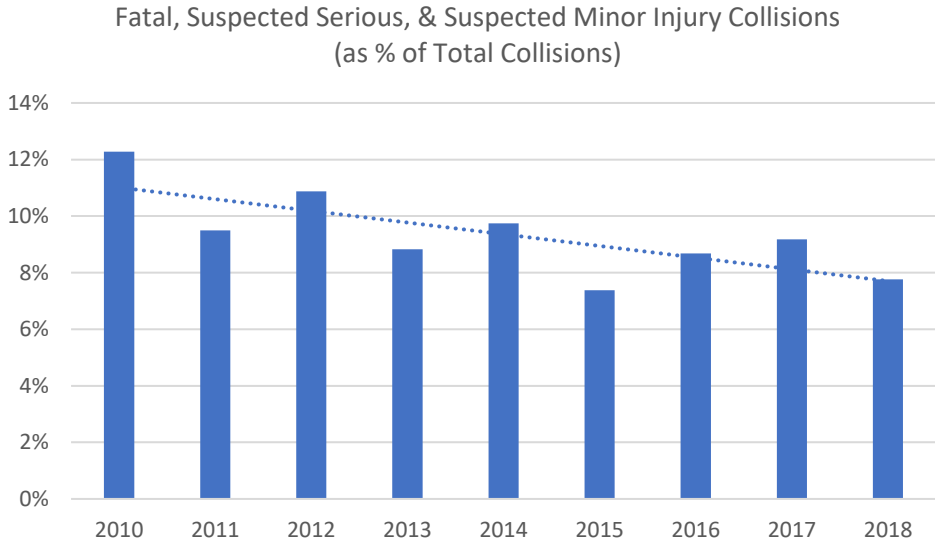


Injury Collisions

In this section, Fatal, Suspected Serious Injury, and Suspected Minor Injury collisions were analyzed, excluding Possible Injury collisions. As shown below, the trend for Injury Collisions is relatively flat, decreasing by .5 collisions per year on average.

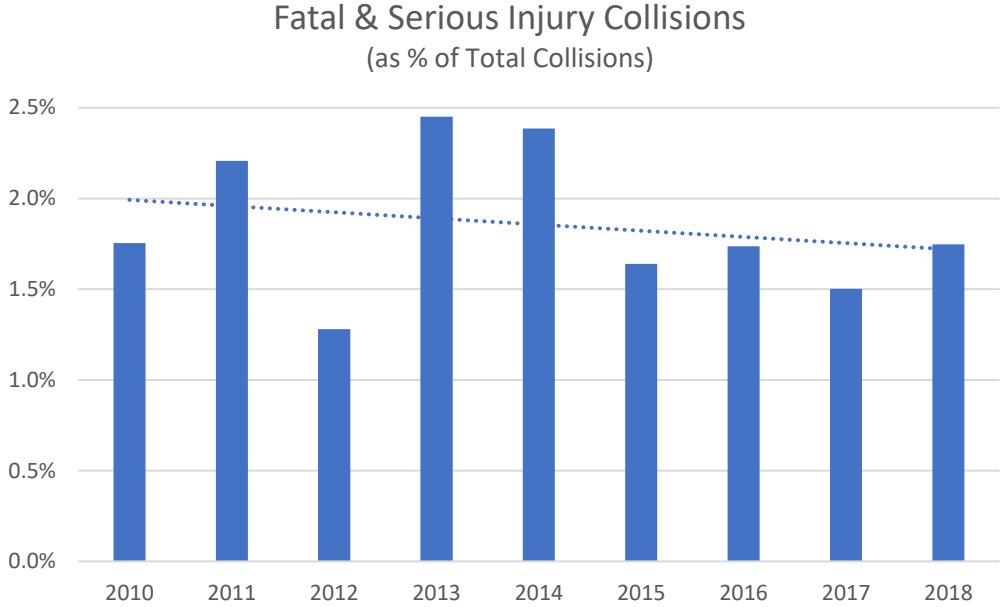


Following a slightly steeper decline is the injury collision rate as a percent of total collisions; although collisions in general are on the rise, the percent that result in injury continues to fall.



Suspected Serious & Fatal Injury Collisions

The next chart shows Suspected Serious & Fatal Injury collisions by year. The number of these collisions has remained relatively flat at an average of about 9 per year since 2010 even though the overall rate of collision is rising, comprising a slightly lower percentage of total collisions year by year.

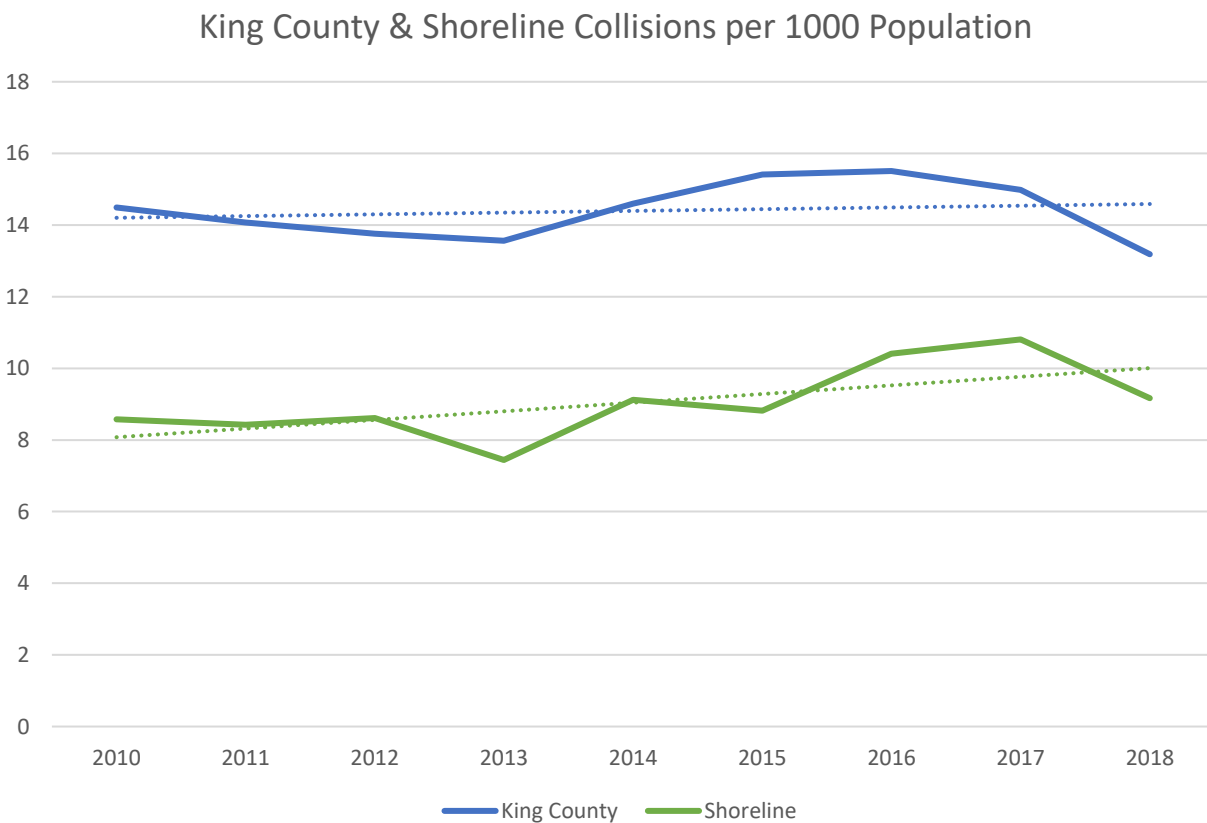


Regional Comparison

This section provides a comparison between King County collision data and cities comparable to Shoreline in population within King County.

Total Collision Regional Comparison

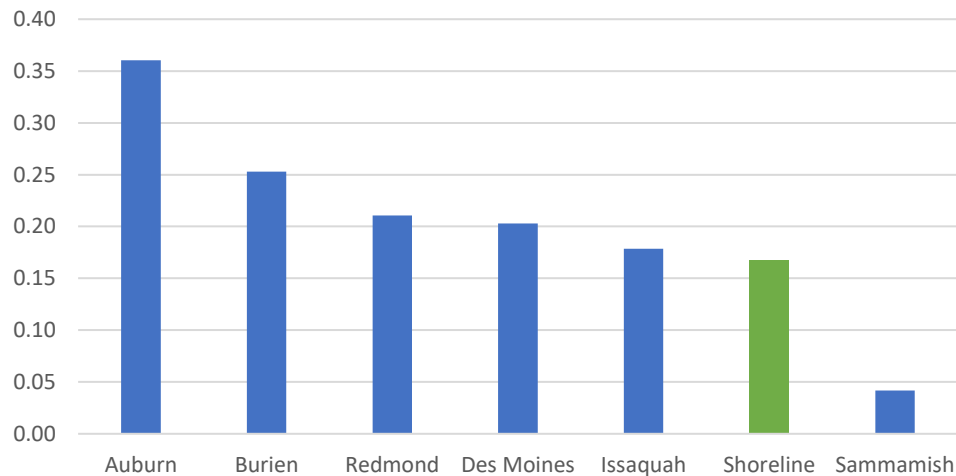
To better understand how the uptick in collisions in Shoreline relates to the broader region, a comparison to King County collision data was prepared. As shown in the chart below, the rate of total collisions in King County as compared to population estimates for each year has been rising slightly since 2010, though at a slightly slower rate compared to Shoreline. The King County data represented on this chart below excludes Shoreline population and collision data.



Suspected Serious & Fatal Injury Collision Regional Comparison


Data was also obtained for cities within a population range of 25,000 +/- of Shoreline within King County. The rates of Serious and Fatal Injury Collision per thousand population were compared for the 2016-2018 analysis period. As shown in the next chart, Shoreline’s rate of Fatal and Serious Injury Collisions is relatively low in comparison to King County cities of similar size.

Fatal & Serious Injury Collisions Per 1000 Population
(2016-2018 Average)



Societal Costs

Traffic collisions have considerable impact not only on the people directly involved in the collision but also on the community as a whole. Below is the Washington State Department of Transportation's assessment of motor vehicle collision costs by severity. The information provided includes estimates for the average economic cost per death, per injury, and per property damage collision. The economic cost estimates are a measure of the productivity lost and expenses incurred because of the collision; they do not reflect what society is willing to pay to prevent a statistical fatality or injury.

 Fatality	\$2,000,000
 Suspected Serious Injury	\$1,000,000
 Suspected Minor Injury	\$100,000
 Possible Injury	\$70,000
 No Apparent Injury	\$10,000

Source: WSDOT Traffic Safety Management Office

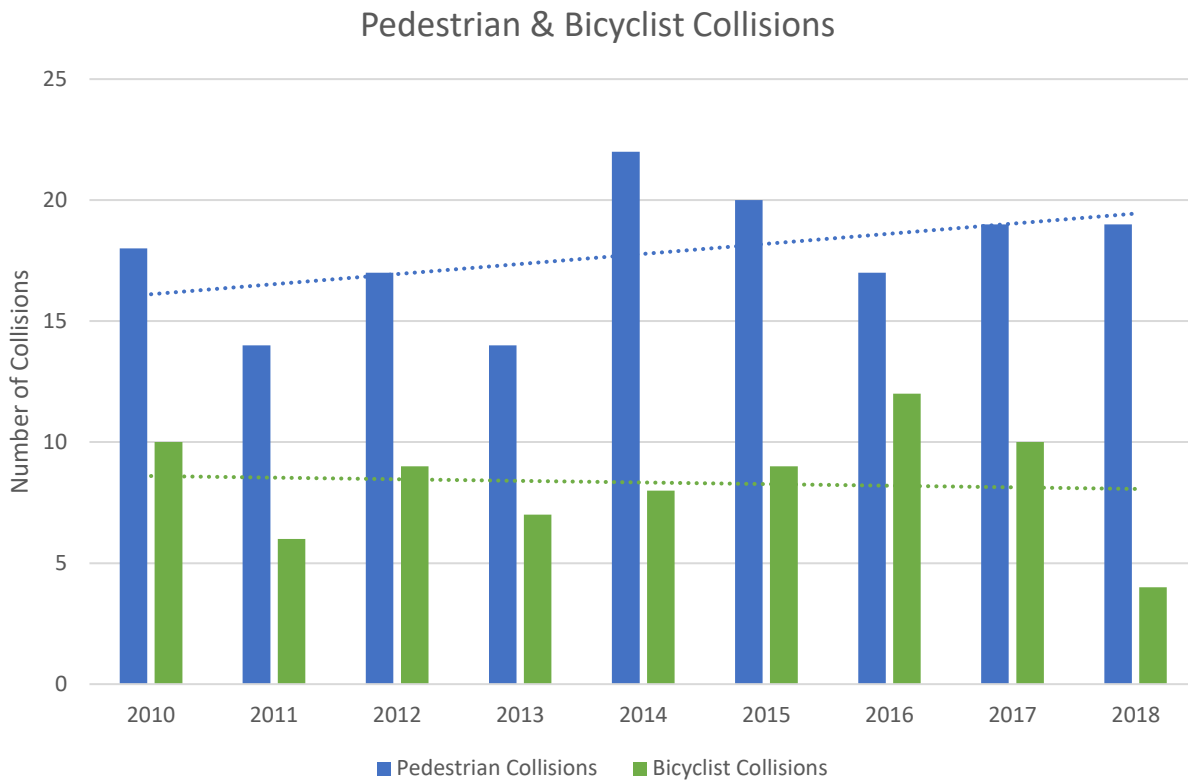
Below is a summary of societal costs for collisions in Shoreline from 2016 through 2018. The overall societal cost is down from 2017, generally due to less injury collisions.

	2016	2017	2018
Fatal	\$2,000,000	\$0	\$2,000,000
Suspected Serious Injury	\$9,000,000	\$9,000,000	\$8,000,000
Suspected Minor Injury	\$4,000,000	\$4,600,000	\$3,100,000
Possible Injury	\$9,800,000	\$9,520,000	\$7,350,000
No Apparent Injury	\$3,740,000	\$3,990,000	\$3,550,000
Total Societal Cost	\$28,540,000	\$27,110,000	\$24,000,000

In averaging the most recent three years, collisions where injury occurred (including Fatal, Suspected Serious and Suspected Minor Injury) represent half the societal cost but less than 8% of total collisions.

Pedestrian and Bicycle Collisions

Pedestrian versus motor vehicle collisions for 2018 remain level with 2017 numbers at 19, with a continued upward trend since 2010. The number of bicyclist versus motor vehicle collisions is down fairly significantly in comparison to 2017 numbers, setting a new declining trend. In 2018, pedestrian deaths in Washington State reached their highest number in more than 30 years with 109 total fatalities statewide. The primary motor vehicle contributing circumstance listed for pedestrian collisions has consistently been “Failure to Yield Right of Way to Pedestrian”. It is also worth noting that 68% of bicycle collisions between 2016-2018 occurred at locations without a dedicated bike facility (i.e. bike lane or trail). Additional information regarding pedestrian and bicycle collision locations is provided in the *Collision Location Analysis* section of the report, and in Appendices C & D. Additional analysis regarding pedestrian collisions and risk factors are discussed later in the *Target Zero Emphasis Priorities* section of this report.

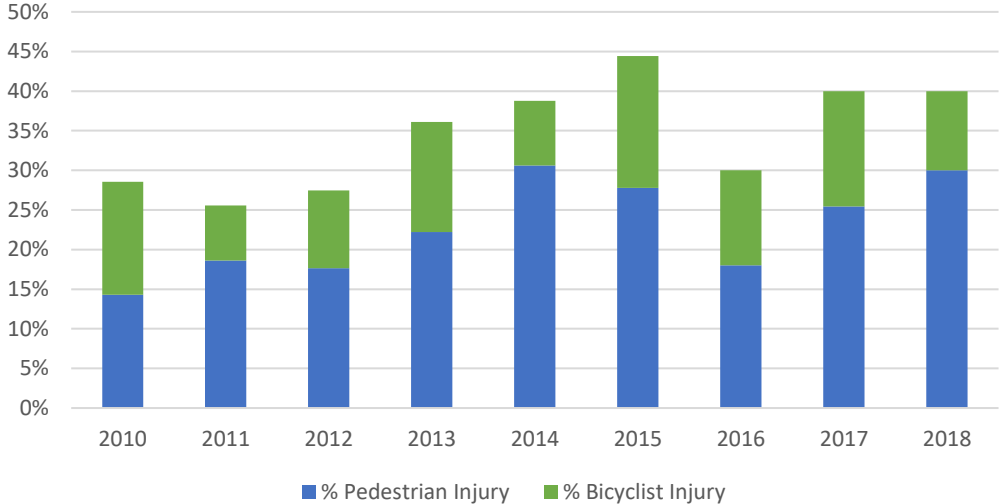


	Pedestrian Collisions	Bicyclist Collisions	Total Nonmotorized
2010	18	10	28
2011	14	6	20
2012	17	9	26
2013	14	7	21
2014	22	8	30
2015	20	9	29

2016	17	12	29
2017	19	10	29
2018	19	4	23

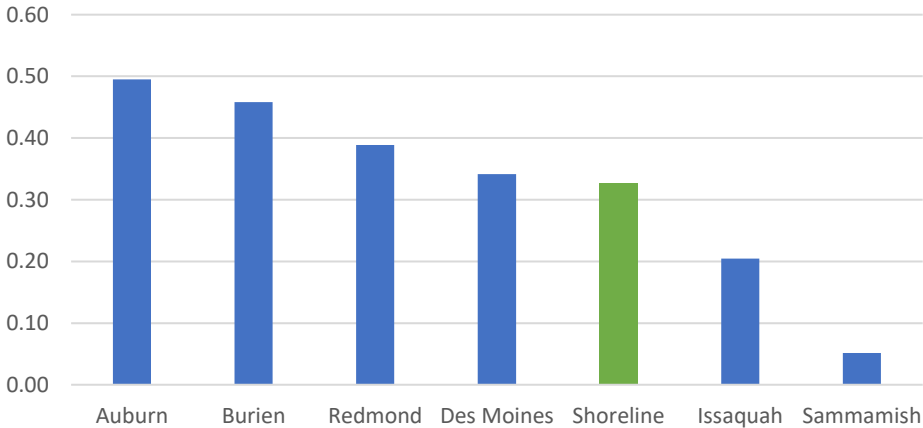
Together, pedestrian and bicyclist injury collisions (including minor injury) accounted for 40% of injury collisions in 2018; remaining level with 2017 proportions.

Ped & Bike Injury Collisions
(as % of Total Injury Collisions)



The rate of pedestrian collisions in Shoreline is relatively low in comparison to similarly sized cities (populations within +/- 25,000 of Shoreline) in King County as shown in the chart below.

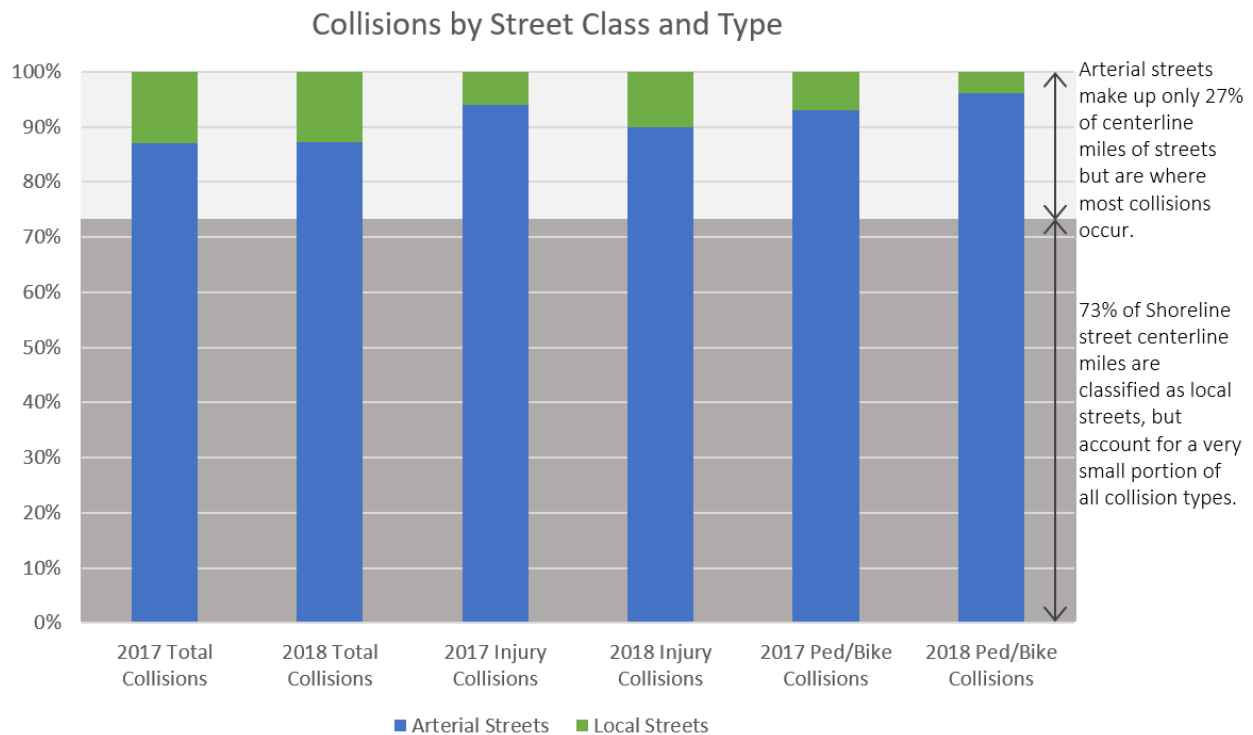
Pedestrian Collisions per 1000 Population
(2016-2018 Average)



Collisions by Street Classification

According to the Washington State Target Zero Update, almost all the (statewide) bicyclist fatal crashes (92%) and most pedestrian fatal crashes (85%) occurred on roads with a posted speed greater than 25 mph. In Shoreline, all local streets are 25 mph. In addition, they carry significantly less volume than arterial streets, representing less opportunity for collisions to occur.

Arterials in Shoreline account for only 27% of the total roadway centerline miles, however in evaluating 2017/2018 collision data nearly 90% of all collisions and greater than 90% of injury collisions occur on arterials. Even more notable is the occurrence of pedestrian or bicycle collisions on arterials 95% of the time.



The City’s Capital Improvement Plan (CIP) has continued annual funding for the Traffic Safety program, with an annual allocation of approximately \$160,000 per year. The majority of this funding is used for education, outreach and staff time on Neighborhood Traffic Safety Program (NTSP) efforts; a program responsive to resident concerns about speeding and cut through traffic on local streets. Over the past 5 years, dozens of local streets have been evaluated through this program, but very few have met thresholds for physical traffic calming devices based on various criteria including measured speeds, traffic volumes, collision history, proximity to parks/schools, and other factors. As such, most of the Traffic Safety CIP funding is used working with the neighborhoods on education-related traffic calming techniques and the staff time associated with these efforts which can leave residents seeking physical devices somewhat frustrated by the process.

Historically, any local street with enough resident interest has been able to utilize the NTSP program and traffic calming continues to be a high demand service. As a result of the high demand on the NTSP

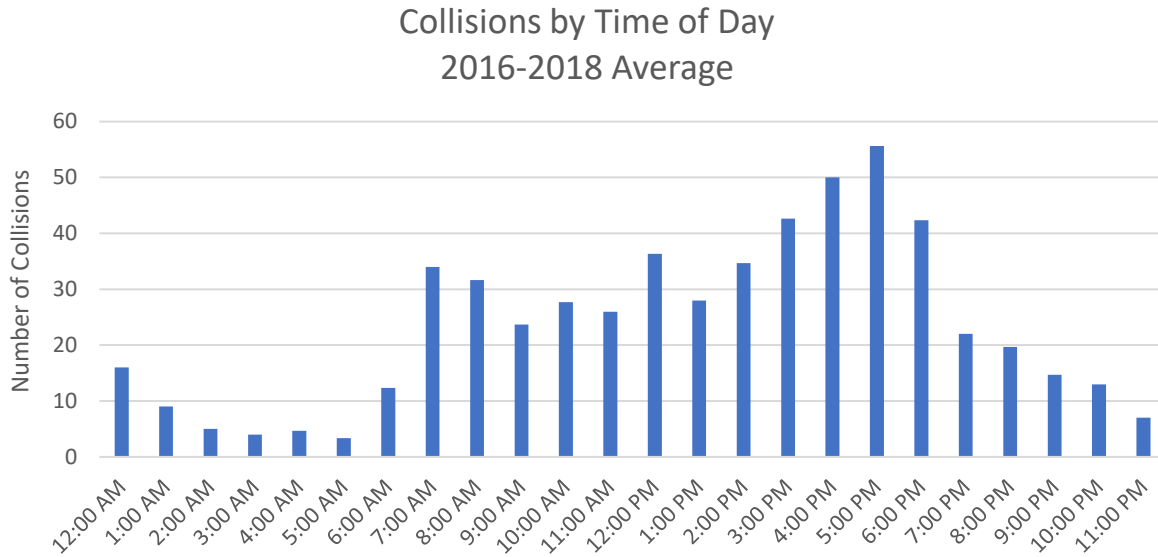
program, there is limited funding and staff resource available to follow up on data-driven collision mitigation actions identified by the Annual Traffic Report. Collision data and collision outcomes based on speed very clearly show that the most benefit can be realized by focusing primarily on higher speed and volume arterial roadways. Given this, the current allocation of City funding primarily to local streets represents a disparity in cost versus benefit, and an inequity to residents of arterials streets.

Responsive to these issues, potential changes to the NTSP program are currently being evaluated and will be discussed with Council in late 2019.

Other Collision Factors

Month and Time of Day

November is the month with the highest overall and injury collisions, consistent with the statewide trend. The fewest collisions occur in the month of August. Collisions in Shoreline most often occur during the PM peak hour of 5 to 6 PM. Injury collisions most often occurred during the PM peak as well.



Light

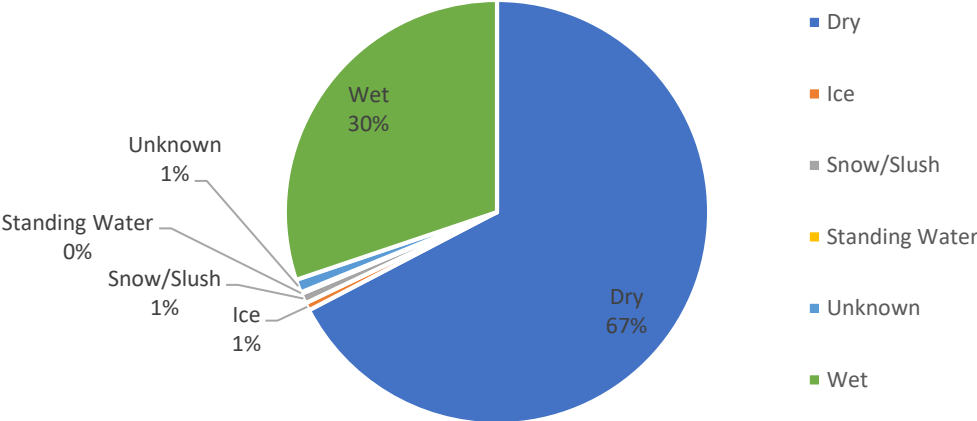
There are seven categories of light conditions. Most collisions occur during daylight hours. Injury collisions follow a similar trend. Last year’s analysis of 2015-2018 data showed that pedestrian collisions were occurring at a higher rate during hours of darkness with a 20% increase in collisions during hours of darkness in comparison to general collisions, however this year’s analysis show a less substantial difference of 9%. As discussed in the *Target Zero Emphasis Priorities* section, there is a noteworthy spike in Fatal and Serious Injury collisions, with 36% occurring during hours of darkness.

	2016-2018 Collisions	2016-2018 Injury Collisions	2016-2018 Pedestrian Collisions
Dark-No Street Lights	3%	2%	7%
Dark-Street Lights Off	1%	1%	0%
Dark-Street Lights On	21%	25%	27%
Dawn	2%	1%	4%
Daylight	69%	66%	56%
Dusk	3%	5%	5%
Unknown	1%	0%	0%

Surface Condition

There are four categories of surface conditions for pavement. From 2016-2018, 67% of collisions occur on dry pavement. Injury collisions follow a similar trend.

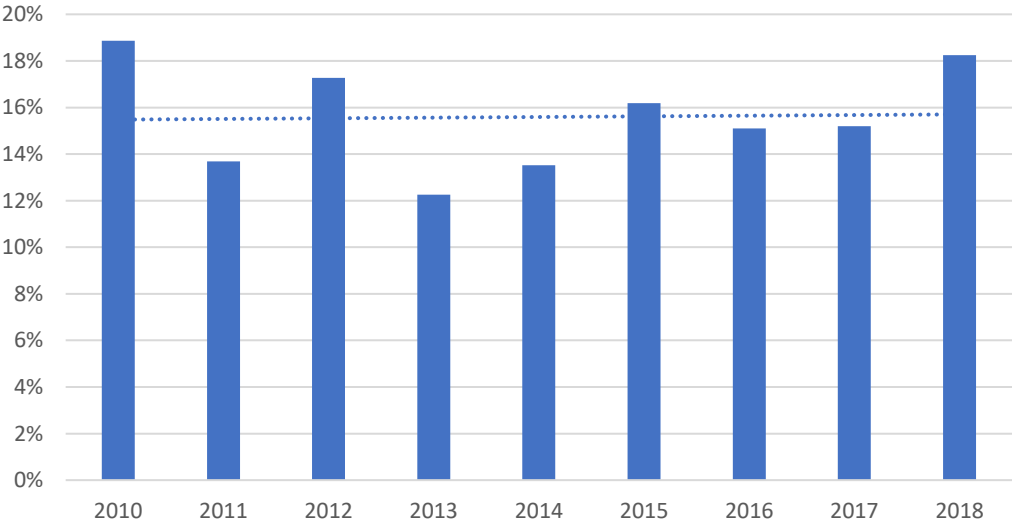
Collisions by Surface Condition (2016-2018)



Hit and Run

The number of reported hit and run collisions remains relatively stable, accounting for about 18% of collisions.

Hit & Run Collisions (as % of Total Collisions)



Collision Contributing Circumstances

This section examines factors influencing a collision such as behavior, crash type and road user focusing on priorities identified by the Washington State Target Zero Plan.

Target Zero Emphasis Priorities

Washington State's Target Zero Plan sets statewide traffic safety priorities based upon the most frequently cited contributing factors in statewide Serious and Fatal Injury collisions. The following table represents behavior, crash type and road user Target Zero priorities consistent with the 2019 Target Zero Draft Plan Update, with 1 being the highest priority.

Emphasis Areas	Priority
Impairment	1
Distraction	1
Speeding	1
Lane Departure	1
Intersection	1
Young Drivers 16-25	1
Unrestrained Occupants	2
Pedestrians & Bicyclists	2
Motorcyclists	2
Older Drivers 70+	2
Heavy Truck	2

The chart below represents the City's significant priority areas as they relate to statewide Target Zero priorities; displaying the percent each category accounts for Total, Injury, and Serious/Fatal collisions over a 3-year average, listed below in the order of highest percent contributing to Serious and Fatal Injury collisions. The first two categories; Intersections and Pedestrians & Bicyclists provide a target for focusing mitigation resources and are discussed more in the following sections. In addition, Distraction, Impairment, and Young Drivers 16-25 are discussed in more detail.

Target Zero Emphasis Priority	TZ Priority % of Total Collisions 2016-2018 Average	TZ Priority % of Serious, Fatal, & Minor Injury Collisions 2016-2018 Average	TZ Priority % of Serious & Fatal Injury Collisions 2016-2018 Average
Intersection	48%	54%	64%
Pedestrians & Bicyclists	5%	36%	50%
Young Drivers 16-25	33%	28%	25%
Distraction	33%	32%	21%
Older Drivers 70+	14%	19%	18%
Impairment	5%	9%	14%
Motorcyclists	1%	7%	14%
Lane Departure	18%	18%	11%
Speeding	7%	9%	11%
Unrestrained Occupant	1%	3%	7%
Heavy Truck	2%	3%	4%

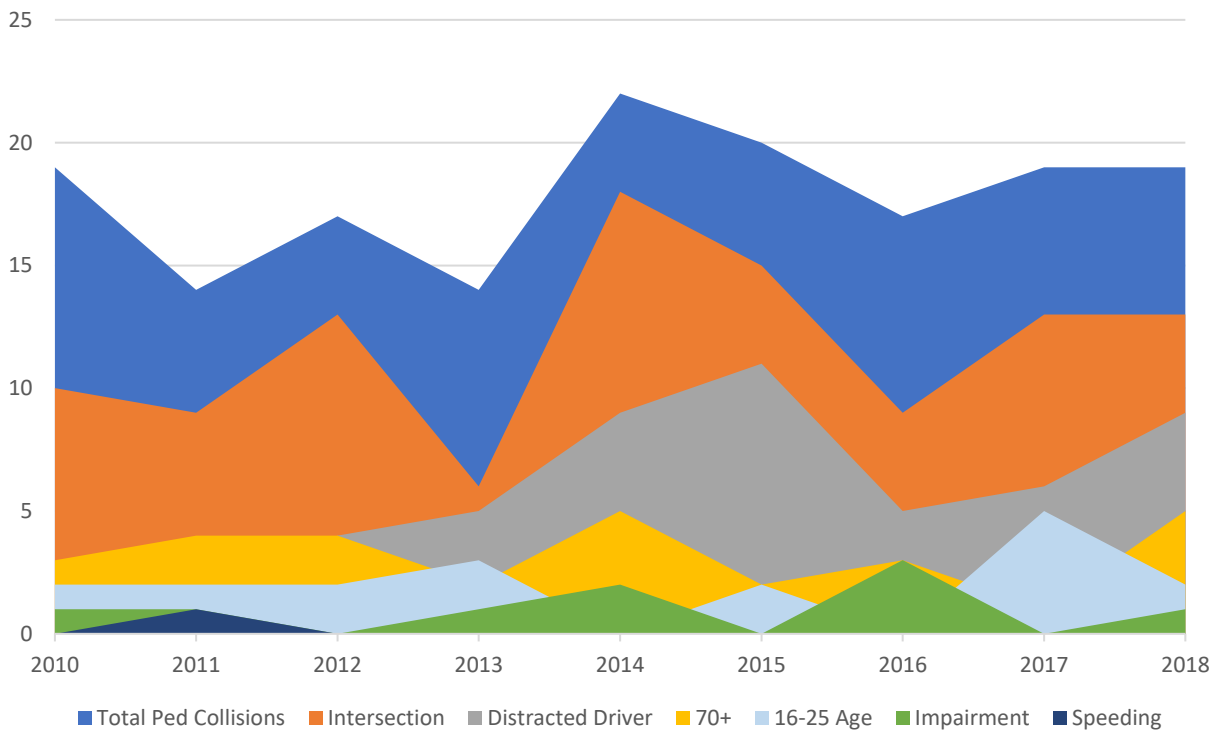
Intersections

2016 through 2018 collision analysis showed that 64% of Serious and Fatal collisions occurred at intersections. The State Target Zero Plan notes that more than one third of all intersection related Fatal or Serious Injury collisions happen at night, which is higher than typical hour of darkness collision rates (less than 20%). In Shoreline, this disparity is even larger, with 36% of 2016-2018 Fatal and Serious Injury collisions occurring during hours of darkness while only 25% of total collisions occur during hours of darkness. This represents an area for potential improvement, especially on a targeted, location-specific basis. More detailed information regarding intersection locations experiencing the highest number of collisions is provided in the Collision Location Analysis section.

Pedestrians & Bicyclists

General Pedestrian and Bicycle Collision trends were provided in an earlier section of this report. The analysis below provides more information regarding how pedestrian collisions overlap with other risk factors. As shown in the chart, the most common overlap is between pedestrian collisions at intersections, followed by distracted driving. Notably, speeding was only indicated as a factor in 1 collision out of a total of 161 in this 9-year period. Last, while drivers over 70 years in age represent only 14% of total collisions citywide, they accounted for 32% of pedestrian collisions in 2018, representing an opportunity for education-related collision reduction strategies.

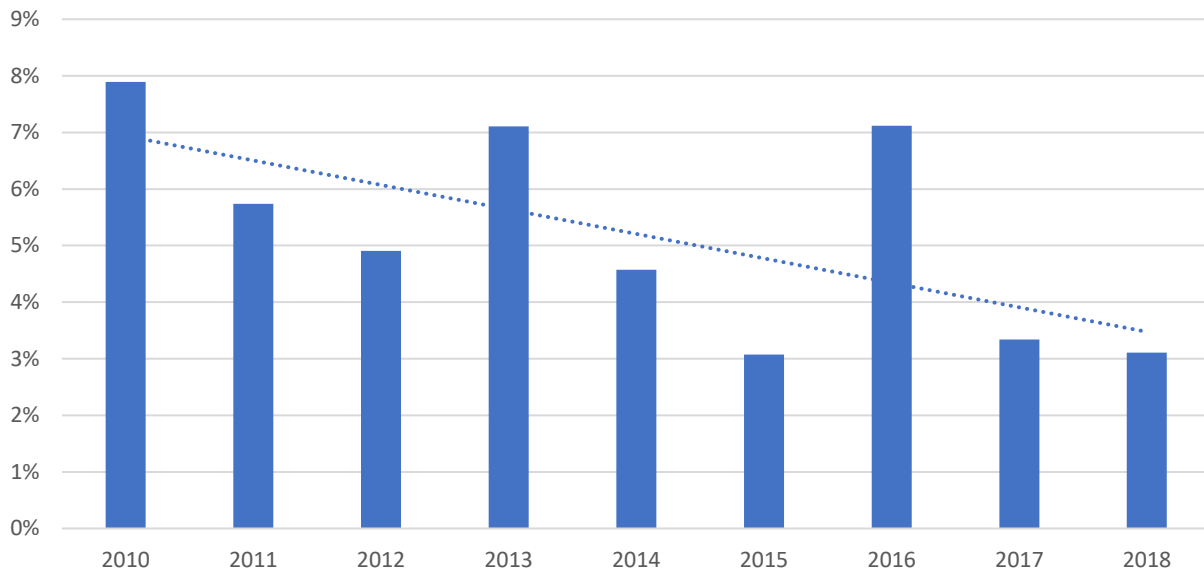
Risk Factors as Portion of Pedestrian Collisions by Year



Impairment

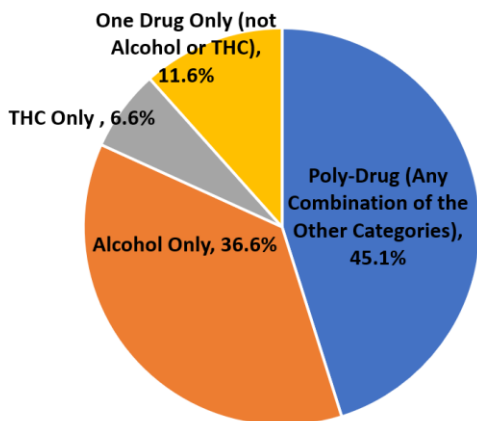
The percent of total collisions in Shoreline involving impairment continues to decline steadily, with 16 impairment related collisions in 2018. Continued efforts on educational and enforcement related tactics remain important to retain this trend. It is also important to note that impairment related crashes are thought to be underreported; according to the State Target Zero Plan, for Serious Injury crashes, law enforcement officers don't always interpret events as rising to the level of vehicular assault, a designation which allows for a blood draw.

Impairment Related Collisions
(as % of Total Collisions)



Statewide impairment related fatalities have risen by 26.2%, however serious injuries linked to impaired driving or walking have dropped 11%.

Type of Impaired Driver Involved in Fatal Crashes
Washington State (2008 - 2017)



Source: Washington State Target Zero Plan - 2019 Draft Update

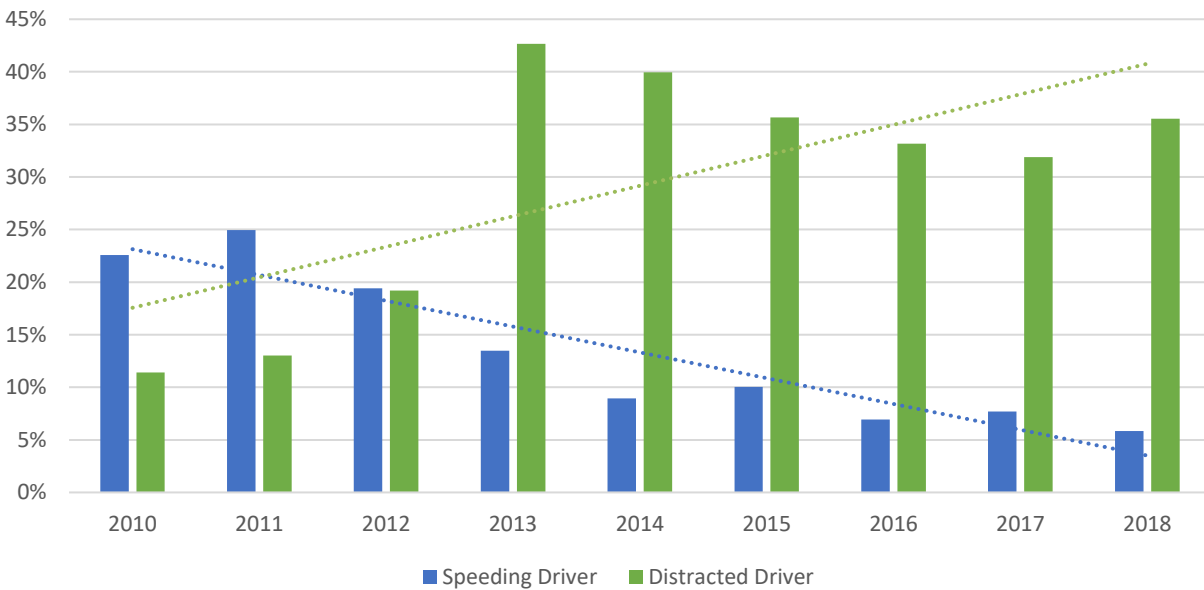
Statewide impairment related fatalities have risen by 26.2%, however serious injuries linked to impaired driving or walking have dropped 11%. The State Target Zero Plan Update states, "Poly-drug use – combining two or more drugs, or one or more drugs mixed with alcohol – is becoming more prevalent in fatal crashes. In Washington, the most common poly-drug in fatal crashes is alcohol combined with marijuana. During the last five years, poly-drug impaired drivers involved in fatal crashes have increased 15% per year."

It should be noted that impairment data includes pedestrians and bicyclists who are impaired.

Distracted Driving

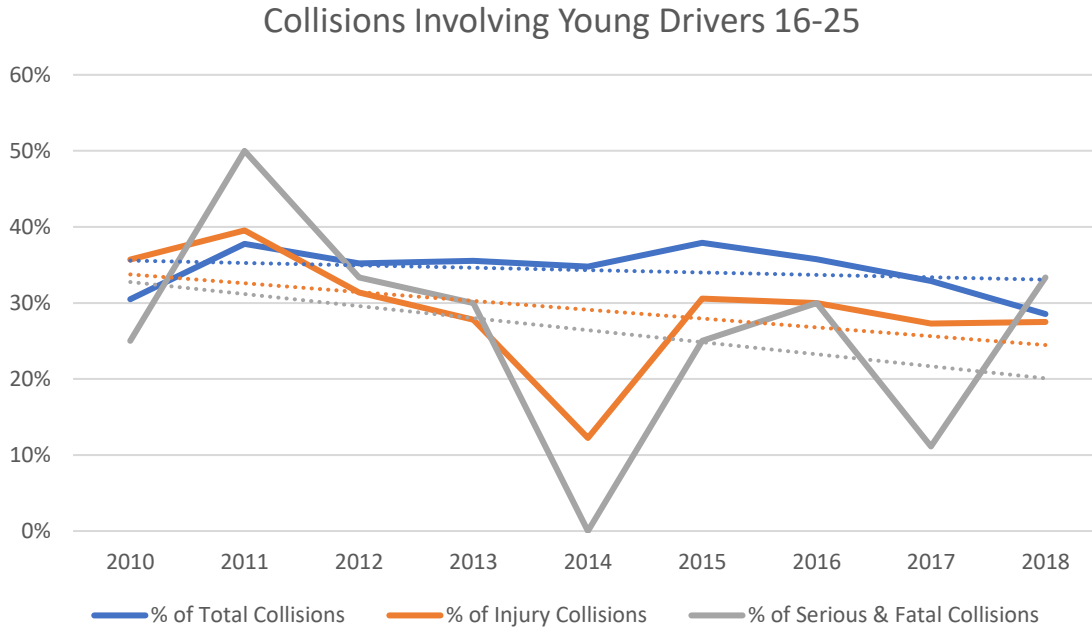
Shoreline’s distribution of distracted driving related collisions is 36% in 2018, an increase in comparison to the preceding 2 years. Statewide distracted driving accounts for 30% of Serious Injury and Fatal collisions. It is clear that distracted driving is deserving of ongoing education and enforcement emphases as one of the most significant factors in the occurrence and outcome of collisions. The chart below displays the trend of distracted driving related collisions versus speeding related collisions as emphasis enforcement efforts are generally conducted for both.

Distracted Driving & Speeding Related Collisions by Year
(as % of Total Collisions)



Young Drivers 16-25

The following chart displays that the proportion of all types of collisions involving younger drivers is typically on the decline, particularly for injury collisions. The occurrence of collisions involving Young Drivers 16-25 & Distraction is relatively similar to the overall Distraction trend with an average of 38% from 2016-2018.



Collision Location Analysis

This section provides location-based analysis of collisions. There is no specific industry standard as to what number of collisions or collision rate is considered “high” for a location. Engineering guidelines do provide some thresholds for potential traffic control device revisions such as stop sign installation or signal phase changes based on the presence of 3 correctable collisions in 12-month period or 5 correctable collisions in a 24-month period. In order to best target mitigations, locations with an average of 3 or more collisions per year (9 total in the 3-year period) have been highlighted for additional analysis below. Locations are ranked by total number of collisions rather than the number of injury collisions; since the total collision value provides significantly more data points and serves as a threshold for potential traffic control device changes, it serves as a better relative proxy for collision risk and potential mitigation. It is also important to note that the locations with the highest numbers of collisions also tend to have the highest number of injury collisions; no location with more 2 injury collisions in the 3-year period is excluded from these tables. New to the location tables this year are the trendline and associated trendline increase or decrease in collisions per year based on 3-year averages beginning in 2014. This information will help staff to track progress on collision countermeasures and identify any new and noteworthy spikes in collisions at a specific location. Trendlines in green represent that collisions are declining, red indicates collisions are increasing, and blue indicates that the trend is flat.

The following sections organize top collision locations as they relate to intersections, segments (sections of roadway between intersections), pedestrians, and bicyclists. Aurora Ave N collisions are also discussed in a separate section as there is specific location data for more detailed analysis. In addition to the following tables, Total, Injury (including Minor Injury), Serious & Fatal, Pedestrian, and Bicycle collisions are displayed on maps in Appendices A-E.





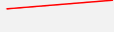
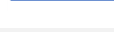
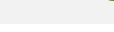
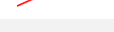
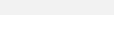
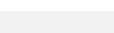

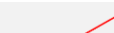



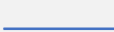

Aurora Ave N Collisions (2016-2018)

Given high traffic volumes and speeds on Aurora, the corridor continues to experience a significant portion of the City’s overall and injury collisions. A plot showing number of collisions and their location along the Aurora Corridor for 2015-2017, 2016-2018, and the number and location of pedestrian collisions for 2016-2018 is shown in Appendix H. The most prominent locations occur primarily at signalized locations, although one location at N 163rd St and one at N 198th St (where there are left/U-turn access points) show relatively high numbers of collisions. Upon review of 2016-2018 collision data for these two locations, it is evident that these collisions are primarily related to misuse of the bus lane. Most of the collisions involved a driver entering into the bus lane early and not turning at the next intersection (as regulated by signs) and instead traveling through to bypass queues. The conflict occurs primarily with opposite direction left/U-turn traffic.

Intersection Collision Locations (2016-2018)

The following table shows intersections with 9 or more collisions over the 3-year period, excluding locations on Aurora Ave N.

City of Shoreline Annual Traffic Report (2018)





	Location	2016-2018 Total Collisions	Increase or Reduction in Collisions Per Year ¹	Trendline ²	2016-2018 Injury Collisions
1	MERIDIAN AVE N & N 175TH ST	23	- 2		3
2	15TH AVE NE & BALLINGER WAY NE & NE 205TH ST	22	- 3.5		1
3	19TH AVE NE & BALLINGER WAY NE	21	- 4.5		4
4	3RD AVE NW & NW RCHMND BCH RD	21	- 2		2
5	10TH AVE NE & NE 175TH ST	17	+ 1		3
6	MIDVALE AVE N & N 175TH ST	14	0		2
7	MERIDIAN AVE N & N 185TH ST	13	- 1.5		2
8	FREMONT AVE N & N 200TH ST	12	+ 3		1
9	MERIDIAN AVE N & N 155TH ST	12	+ 1.5		0
10	WESTMINSTER WY N & N 155TH ST	12	0		0
11	15TH AVE NE & NE 155TH ST	11	- 2.5		1
12	15TH AVE NE & NE 175TH ST	10	- 3.5		1
13	5TH AVE NE & NE 155TH ST	10	+ 3.5		1
14	ASHWORTH AVE N & N 185TH ST	10	+ 2		0
15	FREMONT AVE N & N 172ND ST	10	+ 4		1
16	15TH AVE NE & NE 180TH ST	9	- 1.5		0
17	FREMONT AVE N & RICHMND BCH RD & N 185TH ST	9	0		0

¹ Based on trendline equation for 2014-2016, 2015-2017, & 2016-2018 collision data

² Represents 2014-2016, 2015-2017, & 2016-2018 collision data

Segment Collision Locations (2016-2018)

The following table shows roadway segments with 9 or more collisions from 2016-2018, Aurora locations excluded. No roadway segment in the City experienced more than 2 injury collisions over the 3-year analysis period.

	Location	2016-2018 Total Collisions	Increase/Reduction in Collisions Per Year¹	Trendline²	2016-2018 Injury Collisions
1	BALLINGER WAY NE from 19TH AVE NE to 15TH AVE NE	29	+ 0.5		2
2	15TH AVE NE from FOREST PRK DR NE to BALLINGER WAY NE	13	+ 3		1
3	NW RCHMND BCH RD from 3RD AVE NW to 8TH AVE NW	11	- 0.5		2
4	15TH AVE NE from NE 172ND ST to NE 175TH ST	10	+ 2		2

Pedestrian Collision Locations (2014-2018)

The following table shows locations with 3 or more pedestrian collisions from 2014-2018.

Location	2014-2018 Pedestrian Collisions
AURORA AVE N & N 160 TH ST	4
AURORA AVE N & N 192 ND ST	3

Bicyclist Collision Locations (2014-2018)

Only one location had more than 2 bicyclist collisions in the 5-year window as shown below.

Location	2014-2018 Bicyclist Collisions
MERIDIAN AVE N & N 185TH ST	3


Collision Reduction Strategies

The preceding *Collision Summary* provided analysis of collisions on Shoreline’s public streets, tracking overall and injury collision data from 2010 through 2018 and highlighting specific and significant contributing factors and locations. The following *Collision Reduction Strategies* section describes the City’s ongoing efforts and recommended future actions for reducing collisions.

Contributing Circumstance Collision Reduction Strategies

The City of Shoreline strives to reduce overall, injury, and fatality collisions on its roadways consistent with the Washington State Strategic Highway Safety Plan’s Target Zero Plan. The top two injury collision risk-factors in Shoreline are collisions involving intersections and collisions with pedestrians or bicyclists. Below are examples of how Shoreline is working toward priority and proven countermeasures recommended by Washington State’s Target Zero Plan associated with these top 2 risk factors.


	Key Countermeasures	What Shoreline is doing to work toward the countermeasure
Intersections	<p>Roundabouts</p> <ul style="list-style-type: none"> Install or convert intersections to roundabouts 	<p>Consistent with State design policy, Shoreline will consider roundabouts for any large-scale intersection improvement project before considering a signalized alternative. As a result, the first roundabout will be coming to Shoreline near the 185th Light Rail Station as part of the Sound Transit Lynwood Link project. Additional roundabouts are currently being considered for the intersection of Greenwood Ave N/N 160th St/NW Innis Arden Way and for the I-5/145th Interchange.</p>
	<p>Intersection visibility</p> <ul style="list-style-type: none"> Install illumination at locations with nighttime crashes Add back plates with retro-reflective borders to signals. 	<p>Shoreline recently completed a Street Light Master Plan to identify and prioritize installations. Priority is assigned to arterial roads and intersection locations, reserving 5/year for lighting at priority locations. More information about street lights is available online at: http://www.shorelinewa.gov/government/departments/public-works/traffic-services/street-lights/smp.</p> <p>The most recent Engineering Development Manual update included criteria for private development installation of pedestrian scale lighting in the Right of Way for the first time.</p> <p>Shoreline has already retrofitted all signal heads with retroreflective sheeting and uses preventative maintenance practices to relamp signal heads on a schedule to avoid burnout as much as possible.</p>
	<p>Signal operations improvements</p> <ul style="list-style-type: none"> Employ flashing yellow arrows at signals 	<p>Shoreline has set a practice to review 12 signalized intersections annually. This includes a comprehensive review of safety conditions and signal timing. The Annual Traffic Report is also used to identify signalized locations for minor or major signal improvements.</p>

 *Optimize traffic signal clearance intervals*


The City has converted 6 signals to flashing yellow arrow, with 3 implemented within the last 3 years. Additional flashing yellow arrow conversions will be implemented at Meridian/185th and Meridian/155th.

All signals have been adjusted for compliance with regulatory clearance intervals.

Design to reduce speeds

 *Revise design practices to emphasize context and target speed to reflect the needs of people walking and biking*

With recent Engineering Development Manual updates, Shoreline is better able to proactively design for lower speeds. Recent updates that target lower design speeds include reduced standard corner radii, and narrower standard lane widths. In addition, curb bulb outs will be the default where applicable to reduce pedestrian crossing distances (Standard Detail 314).

 *Invest roadway reconfigurations, roundabouts and other FHWA proven safety countermeasures*

As discussed in the intersections section, roundabouts will be considered for all intersection control revisions ahead of signalization, with one roundabout to be implemented within the next 4 years, and other locations being considered.


 *Implement traffic calming techniques*

4-lane to 3-lane roadway reconfigurations, such as the recent Richmond Beach Road Rechannelization Project, are proven countermeasures to lower speeds and improve collision outcomes. Another 4-lane to 3-lane conversion is planned for N 160th Street as part of Shoreline Place redevelopment.

The City's Neighborhood Traffic Safety Program is another way the City works to reduce speeds through traffic calming techniques or by using education and enforcement techniques. The program is currently being evaluated for changes; see *Street Classification* section for additional context and the program website at:

<http://www.shorelinewa.gov/government/departments/public-works/traffic-services/neighborhood-traffic-safety>

Speed limits


 *Revise design practices to emphasize context and target speed to reflect the needs of people walking and biking*

Staff will be conducting an arterial speed limit study update slated for 2020. The study will provide more context sensitive analysis in consideration of the pedestrian and bicyclist experience, consistent with recent engineering guideline updates. Subsequent recommendations from this study would come before Council for discussion and approval.


The Shoreline Police Department and Traffic Services continue to coordinate regularly to review speed differential and collision data to identify speed emphasis enforcement opportunities.

Improved crossings

Shoreline uses the Annual Traffic Report process to identify locations for potential pedestrian crossing improvements. In 2018, staff pursued


 *Invest in and increase the use of rectangular rapid flashing beacons*

grant funding based on collision history analysis and was awarded \$2,516,500 to improve at least 12 crossings by 2022.

 *Invest in refuge islands, raised crossings, and shortening crossing distances with bicycle friendly curb extensions where crosswalk enhancements are needed*

As discussed in the intersection section, recent Engineering Development Manual updates include new standards for shortened crossings by using curb bulbs.

The first raised crossing in Shoreline is currently planned adjacent to Shoreline Place on Westminster Way.


 *Improve sight distance and visibility at pedestrian and bicyclist crossings by clearing vegetation, extending crossing times, adding pedestrian/bicyclist leading intervals and/or adding pedestrian scale illumination*

With the establishment of a new City vegetation maintenance crew, significant maintenance of overgrown vegetation has begun and will continue efforts to significantly improve sight lines along the corridor.

A grant application was submitted to fund new controllers to establish leading pedestrian intervals at locations with significant pedestrian collision history (Shoreline did not receive this grant award).

As discussed previously, Engineering Development Manual updates include new thresholds for the installation of pedestrian scale lighting.

Separated infrastructure and complete networks

 *Invest in and construct separated pedestrian facilities, especially in urban areas and adjacent to schools, bus stops, and school walk areas*

The City continues to work toward improving sidewalk and bike lane infrastructure. In 2018, after a robust planning process, voters approved a .2% increase in the sales and use tax to fund priority sidewalk projects citywide. More information about the Sidewalk Prioritization Plan can be found online at:

<http://www.shorelinewa.gov/government/projects-initiatives/sidewalks-prioritization-plan>

Location-Based Collision Reduction Strategies

Shoreline Police and Public Works staff work together to review the identified highest collision locations each year. This data-driven approach to collision reduction facilitates strategic and systematic prioritization of limited City resources. The top locations were prioritized based on number of collisions, with consideration of injury collisions. The goal in prioritizing locations with significant collision history is to maximize the benefit of recommendations and improvements in decreasing the number of overall and injury collisions.

Referencing analysis from the Collision Summary section and drawing from specific strategies outlined in the Target Zero Plan, recommendations were developed to address identified collision patterns. In some cases, greater resource than currently available is needed to address a location's need. These locations are added to the Transportation Improvement Plan (TIP) to identify potential project funding sources and to position the City for grant opportunities.

Aurora Ave N Corridor (2016-2018)

With the establishment of a new City vegetation maintenance crew, significant maintenance of overgrown vegetation has begun and will continue to significantly improve sight lines along the corridor. In addition, staff will continue to seek funding and strategies to address the 2 locations with significant pedestrian collision history. Shoreline Police will also continue bus lane enforcement efforts, specifically at 198th and 163rd. Last, educational signage or outreach will be explored to mitigate bus lane related collisions.

Intersection Collision Location Recommendations (2016-2018)

The table below provides mitigation strategies for intersections with the most collisions outside of the Aurora Corridor.

	Location	Potential Actions
1	MERIDIAN AVE N & N 175TH ST	Project design for the 175 th Corridor west of I-5 is currently underway. Intersection is an impact fee growth project.
2	15TH AVE NE & BALLINGER WAY NE & NE 205TH ST	Project described in the Transportation Improvement Plan; pursue grant opportunities.
3	19TH AVE NE & BALLINGER WAY NE	Following conversion to flashing yellow arrow in 2015, collisions are on the decline by 4.5 per year. Continue to monitor.
4	3RD AVE NW & NW RCHMND BCH RD	Richmond Beach Road Rechannelization project recently completed, including signal phase changes. Collision trend declining by 2 per year; continue to monitor.
5	10TH AVE NE & NE 175TH ST	Signal clearance intervals recently adjusted; continue to monitor.
6	MIDVALE AVE N & N 175TH ST	Evaluate left turn related collisions to determine if higher level of turn protection is warranted.
7	MERIDIAN AVE N & N 185TH ST	Future impact fee growth project. Sound Transit Lynnwood Link Light Rail mitigation to occur in the near future. Pursue improvement opportunities related to redevelopment. Collision trend declining slightly; continue to monitor.

8	FREMONT AVE N & N 200TH ST	This intersection continues to show a significant upward trend. Safety improvements to add flashing LED borders to stop signs are in motion and will be implemented by the end of the year.
9	MERIDIAN AVE N & N 155TH ST	This signal will be rebuilt as part of a capital project in the near future and will include signal phase changes and safety improvements.
10	WESTMINSTER WY N & N 155TH ST	This intersection is currently in design and will be reconstructed by grant and private funding associated with Shoreline Place redevelopment.
11	15TH AVE NE & NE 155TH ST	Collision rate is trending down by 2.5/year; continue to monitor.
12	15TH AVE NE & NE 175TH ST	Intersection improvements will be completed in 2019 to add an eastbound right turn pocket, allowing for improved signal efficiency and reducing queues at all approaches which tends to decrease rear end collisions. Continue to monitor following improvements.
13	5TH AVE NE & NE 155TH ST	Review collisions and other traffic data for potential phase changes.
14	ASHWORTH AVE N & N 185TH ST	Collect traffic data to determine if a higher level of intersection control or access management is warranted. Pedestrian activated rapid flashing beacons will be implemented by a grant project by end of 2021.
15	FREMONT AVE N & N 172ND ST	Improve intersection visibility and northbound stop alignment.
16	15TH AVE NE & NE 180TH ST	Collision trend is down; continue to monitor.
17	FREMONT AVE N & RICHMND BCH RD & N 185TH ST	There was no clear trend based on collision type, direction, or contributing factor. Collision trend is flat; continue to monitor. [Note: no collisions appear to be related to right turn on red movements – the sign prohibiting right turns on red for southbound traffic was removed in 2014, following a sight distance study]

Segment Collision Location Recommendations (2016-2018)

The highest priority segment locations outside of the Aurora Corridor and associated recommendations are shown below.

Location	Potential Actions
BALLINGER WAY NE from 19TH AVE NE to 15TH AVE NE	Project described in the Transportation Improvement Plan; pursue grant opportunities.
15TH AVE NE from FOREST PRK DR NE to BALLINGER WAY NE	Many of the collisions were related to conflicts of drivers entering from a driveway, and a significant number were related to parking maneuvers. Some parking restrictions were implemented in 2018 to improve sight lines and safety; continue to monitor.
NW RICHMND BCH RD from 3RD AVE NW to 8TH AVE NW	Changes recently implemented through the Richmond Beach Rechannelization Project. Additional grant funding was awarded to the City to implement a midblock pedestrian crossing and supplemental safety treatments in this segment by 2021.

15TH AVE NE from NE 172ND ST to NE 175TH ST Improvements to be implemented in 2019 at the intersection of 175th/15th Ave NE are likely to reduce intersection related queuing which is expected to reduce collisions.

Pedestrian Collision Recommendations (2014-2018)

The table below provides collision reduction strategies for locations with 3 or more pedestrian collisions.

Location	Potential Actions
AURORA AVE N & N 160 TH ST	A grant application was submitted to convert controllers on Aurora Ave N in order to implement "leading pedestrian interval" phasing however the City was not awarded the funding. Continue to explore opportunities to implement leading pedestrian interval phasing.
AURORA AVE N & N 192 ND ST	A grant application was submitted to convert controllers on Aurora Ave N in order to implement "leading pedestrian interval" phasing however the City was not awarded the funding. Continue to explore opportunities to implement leading pedestrian interval phasing.

Bicyclist Collision Recommendations (2014-2018)

The table below shows locations with 3 or more bicyclist collisions in a five-year period and associated recommendations.

Location	Potential Actions
MERIDIAN AVE N & N 185TH ST	The 185 th Corridor Strategy will be considering this intersection; work with the project team to address bike safety within project recommendations and use recommendations to inform improvements related to redevelopment.

Completed Transportation Safety Efforts

In addition to the ongoing efforts described in the *Contributing Circumstance Collision Reduction Strategies* section, below are some of the transportation safety improvements implemented in 2018.

Public Works

The Richmond Beach Road Rechannelization project was the primary traffic safety effort supported by Traffic Services in 2018. The first review of project outcomes, discussed with Council on June 10th, showed that some speed reduction has resulted. It is too soon to gauge safety outcomes, but additional follow up reports will be completed and posted to the project website at:

<http://www.shorelinewa.gov/government/projects-initiatives/richmond-beach-road-rechannelization>

Another large effort in 2018, Traffic Services staff pursued 4 grants and was awarded \$3,091,640 to implement multiple traffic safety responsive projects including:

- ✚ Meridian Ave N Safety Improvements from N 155th Street to N 175th St which will include crossing improvements and new bike facilities.
- ✚ Citywide midblock crossings, pedestrian activated flashing beacons, and radar signs installation
- ✚ Ridgcrest Elementary School Safe Routes to School Project which will include curb bulb outs for a pedestrian crossing a new school speed zone flashing beacon signs.
- ✚ Echo Lake Elementary school speed zone flashing beacon signs and pedestrian activated flashing beacon crossing.

Responsive to recommended actions from prior years' Annual Traffic Reports:

- ✚ High visibility crosswalk markings were added to all driveway crossings of the Interurban Trail.
- ✚ Work has started on replacing stop signs at Fremont and 200th with signs that have lighted LED borders for increased conspicuity.
- ✚ Clearance intervals at 10th Ave NE and NE 175th Street were adjusted in December.

Shoreline Police Department

Summary statistics for Shoreline Police Department are provided in the table below.

Year	Citations (traffic unit/total)	Arrest	Warning	Other
2018	4,219/5,263	466	2,461	715
2017	3,540/5,453	510	2,321	1,928
2016	2,157/3,520	625	3,969	1,575
2015	2,533/5,108	709	3,812	1,487
2014	1,874/3,659	675	2,897	1,459

Washington Traffic Safety Commission (WTSC) Grants

WTSC funds multiple grant related emphasis efforts in conjunction with Target Zero enforcement strategies. In addition, patrol officers were sent to training which educates officers on the involuntary signs/symptoms of an individual on a drug, how to determine impairment, and investigation steps.

Statistics for the WTSC Directed Patrol Grant, focusing on seat belt violations and distracted driving are as follows:

- ✚ 457 contacts
- ✚ 359 violations cited (primarily distracted driving and bus lane violations)
- ✚ 129 warnings provided

Dedicated weekend DUI emphasis statistics are as follows:

- ✚ 57 contacts
- ✚ 23 citations
- ✚ 5 DUI arrests
- ✚ 1 felony arrest
- ✚ 1 misdemeanor warrant arrest

St. Patrick's Day emphasis statistics are shown below. Participants for efforts in Shoreline included Lake Forest Park Police Department, Washington State Patrol, and Cannabis Liquor Control Board. Liquor control visited all cannabis shops and contacted bars in the community.

- ✚ 93 contacts
- ✚ 24 citations
- ✚ 4 DUI's
- ✚ 1 DWLS-3
- ✚ 1 Reckless Driving

Bus Lane Emphasis Patrols

In 2018, Shoreline Police conducted frequent patrols of bus lane use at Aurora/N 163rd St and at Aurora/N 198th St. Over the last year 522 bus lane related citations have been issued.

Parking Enforcement & Abandon Vehicles

Shoreline Police Department and the City's Customer Response Team (CRT) created a new system to better streamline the abandon vehicle process. Now all abandon reports are received via Coplogic and 911 calls are processed first through CRT. Those that remain unresolved are assigned to the Police Department.

Year	Traffic Complaints to Shoreline PD	Abandon Vehicle / Impounds
2018	549	211/25
2017	72	335 / 34
2016	72	322 / 54
2015	197	172 / 41

2014	286	196 / 48
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The traffic unit responded to a high volume of parking related complaints in 2018. As shown in the table below, parking related citations increased significantly in comparison to 2017. Specific parking zone related enforcement areas included 15th Ave NE, neighborhoods surrounding Shoreline Community College, and 12th Ave NE north of NE 175th Street.

Year	Parking Tickets Issued
2018	985
2017	528

School Education

In May of 2018 a presentation to the senior class of Shorecrest High School on Distracted Driving and Impaired Driving was given by Shoreline PD and partnering with the addiction specialist of the school.

In summer of 2019 Shoreline PD (Sargent Volpe) and Seattle PD (Officer Hubbard) will be creating a course for Shorecrest High School with a focus on new drivers. The course will address the impact of cannabis and alcohol on driving, including the effects of both substances when combined (poly drug use). Sargent Volpe is a former Drug Recognition Expert Instructor and Officer Hubbard is the state leading Drug Recognition Expert on this top and trains throughout the state.

Deputy Bates will continue outreach to Shoreline Community College with impaired driving education and presentations in partnership with the Shoreline Traffic Unit. This includes a question and answer portion and hands on demonstrations with “DUI goggles”.

Child Restraint Inspection.

Deputy Obstler continues providing the community with child restraint inspections and installations performing 24 seat checks in 2018.

Traffic Speed Summary

The City of Shoreline Traffic Services and Police departments have been working together to identify and target speed enforcement. Speed data is collected throughout the year and compared to the posted speed limit in order to identify streets where speeding is a problem.

Appendix F is the Traffic Speed Differential Map which shows the difference between the measured 85th percentile speed and the posted speed limit. Shoreline Police will use this data, as well as a mid-year update to it, to target streets with measured speeding problems.

In addition, Traffic Services will continue to rotate radar speed trailers and radar speed carts to help with the driver education component of speed reduction on problem corridors.

The street segments shown in the table below represent the locations with the highest difference between posted and measured travel speeds.

Streets with Differential Speed 10-14 mph Over Posted Limit
NW 175 th Street from 10 th Ave NW to 14 th Ave NW
6 th Ave NW from NW 175 th St to NW 180 th St
Carlyle Hal Rd N/3 rd Ave NW from NW 175 th to Dayton Ave N
15 th Ave NE from NE 175 th St to NE 180 th St
5 th Ave NE from NE 195 th St to NE 205 th St

Traffic Volume Summary

Traffic volume data is regularly collected at eight (8) locations in the City. They are:

- ✚ Aurora Ave N south of N 175th St
- ✚ Meridian Ave N south of N 175th St
- ✚ NW Richmond Beach Rd east of 3rd Ave NW
- ✚ 5th Ave NE south of NE 175th St
- ✚ 15th Ave NE south of NE 172nd St
- ✚ 25th Ave NE south of NE 171st St
- ✚ NE 175th St west of 5th Ave NE
- ✚ NW 175th St west of 3rd Ave NW

Below is a summary of data collected at these locations. As shown in the table, average weekday daily traffic volumes are down slightly from 2017 by 0.97%. AM peak volumes are up by 0.29% and the PM peak volumes are down by 2.14%. The Puget Sound Region gained another 36,500 people in the last year, a 1.69% growth from 2017-2018. (Source: U.S. Census Bureau, Washington State Office of Financial Management)

	2014	2015	2016	2017	2018	5 Year Average
AM Peak Aggregate AAWDT	6169	6399	6528	6632	6,651	6,476
PM Peak Aggregate AAWDT	7722	8033	8197	8380	8,201	8,107
Daily Aggregate AAWDT	96972	99719	101426	102546	101,548	100,442

See Appendix G for the 2018 Traffic Flow Map which shows average daily weekday traffic volumes on additional City of Shoreline Streets.

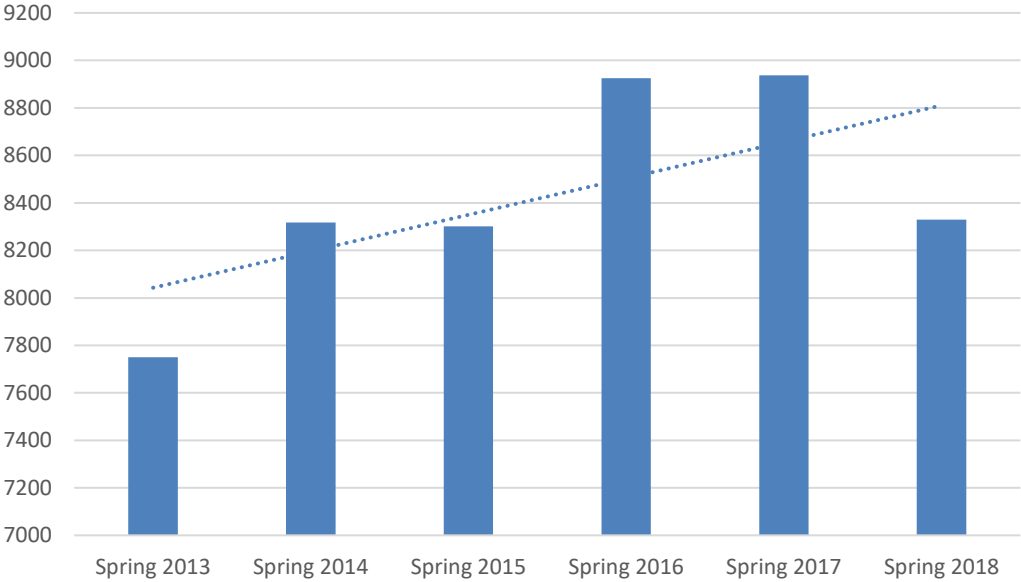
Transit Summary

King County Metro ridership in Shoreline is down significantly for Spring 2018. The trendline remains on a positive trajectory, although the significant drop is consistent with nationwide transit ridership trends which are declining. This is thought to be in part due to competing private ride-hail services.

	Average Daily Transit Boardings in Shoreline	% Change
Spring 2018	8329	-6.8%
Spring 2017	8937	0.13%
Spring 2016	8925	7.5%
Spring 2015	8301	-0.2%
Spring 2014	8318	7.3%
Spring 2013	7750	-

**King County Metro data only*

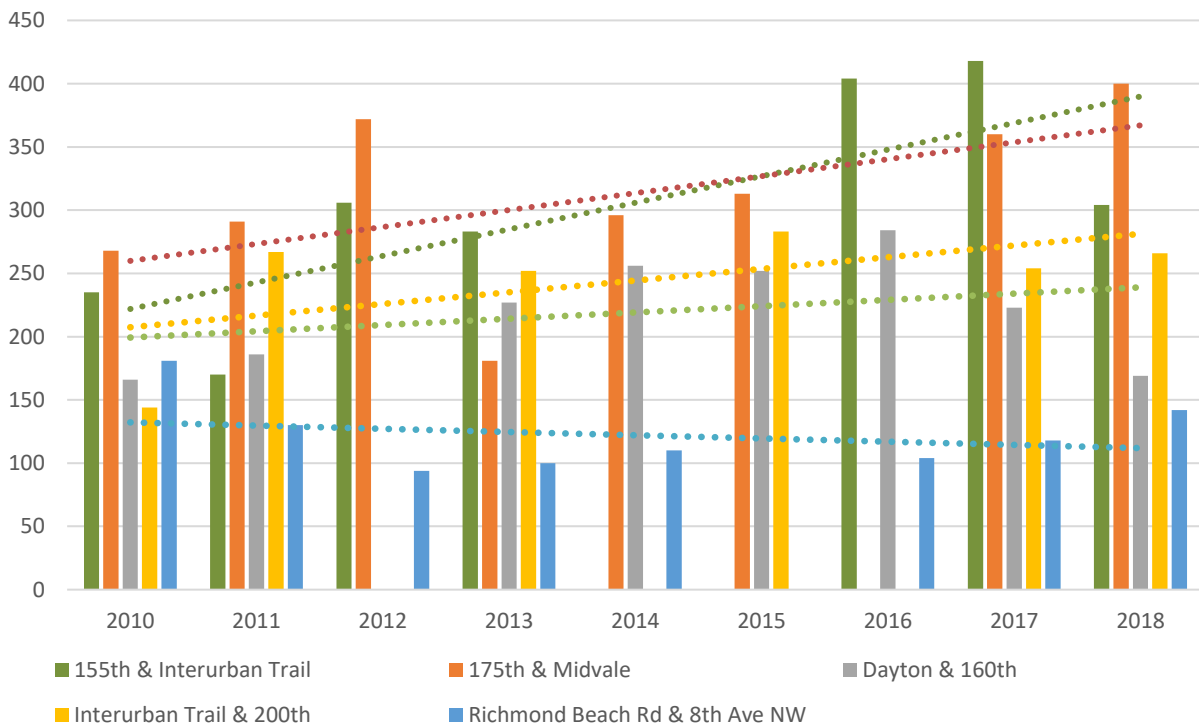
Average Daily Transit Boardings in Shoreline



Pedestrian and Bicycle Count Summary

The Washington State Bicycle and Pedestrian Documentation Project collects bicycle and pedestrian data in cities throughout the State. It occurs annually in early fall. Pedestrian and bicyclist counts have been collected in Shoreline since 2010 for the locations shown in the chart below. The chart summarizes 2 hours for both the AM and PM peak (4 hours total) for pedestrian and bicyclist counts at these locations. Data is collected in fall each year so weather can be an influencing factor. The overall trend of nonmotorized activity is on the rise for most locations, with the highest activity on record at 175th and Midvale.

Pedestrian & Bicycle Counts by Year and Location



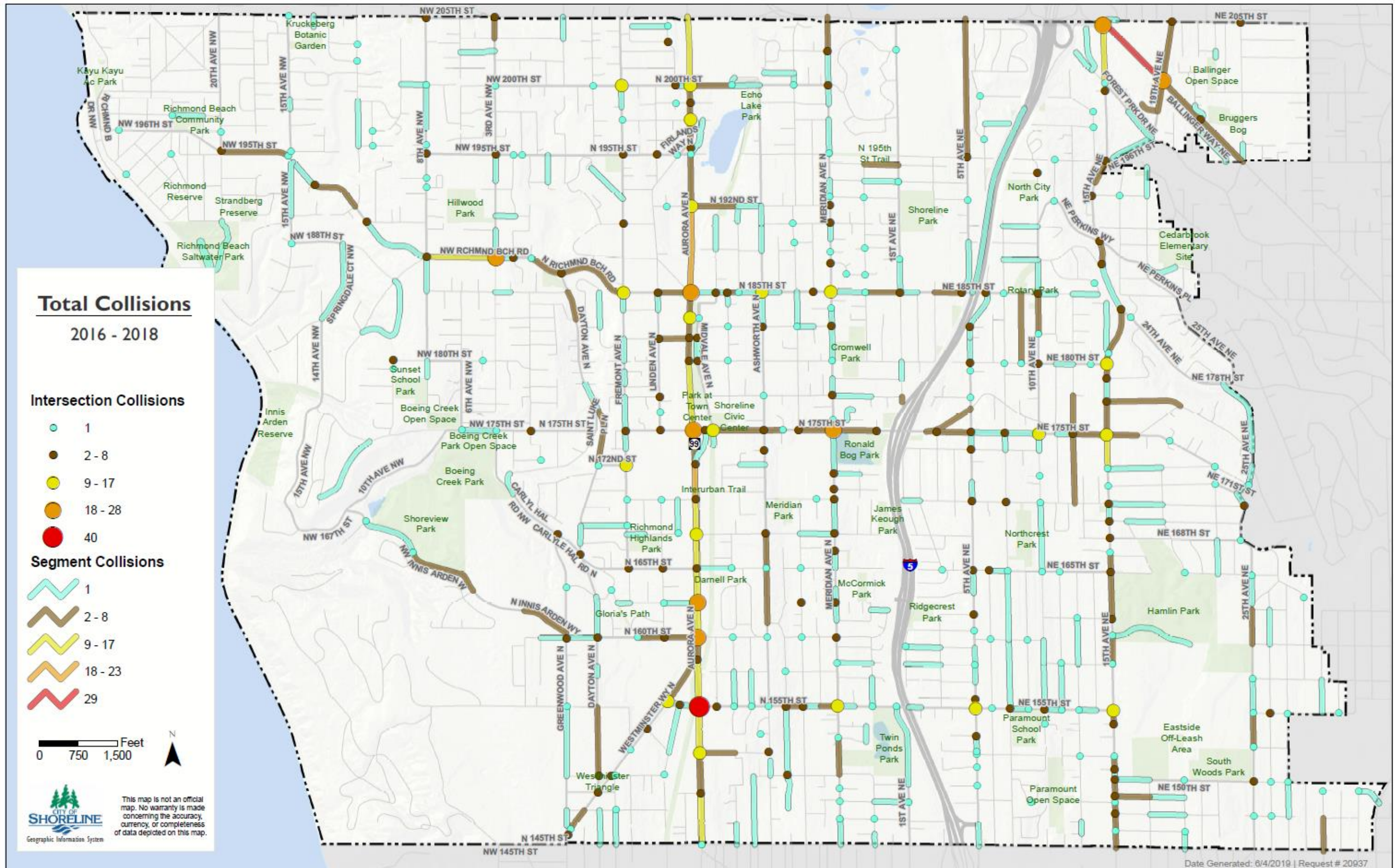
**Some years omitted due to incomplete data*

More information about the Washington State Bicycle and Pedestrian Documentation Project can be found online at: <http://www.wsdot.wa.gov/bike/Count.htm>

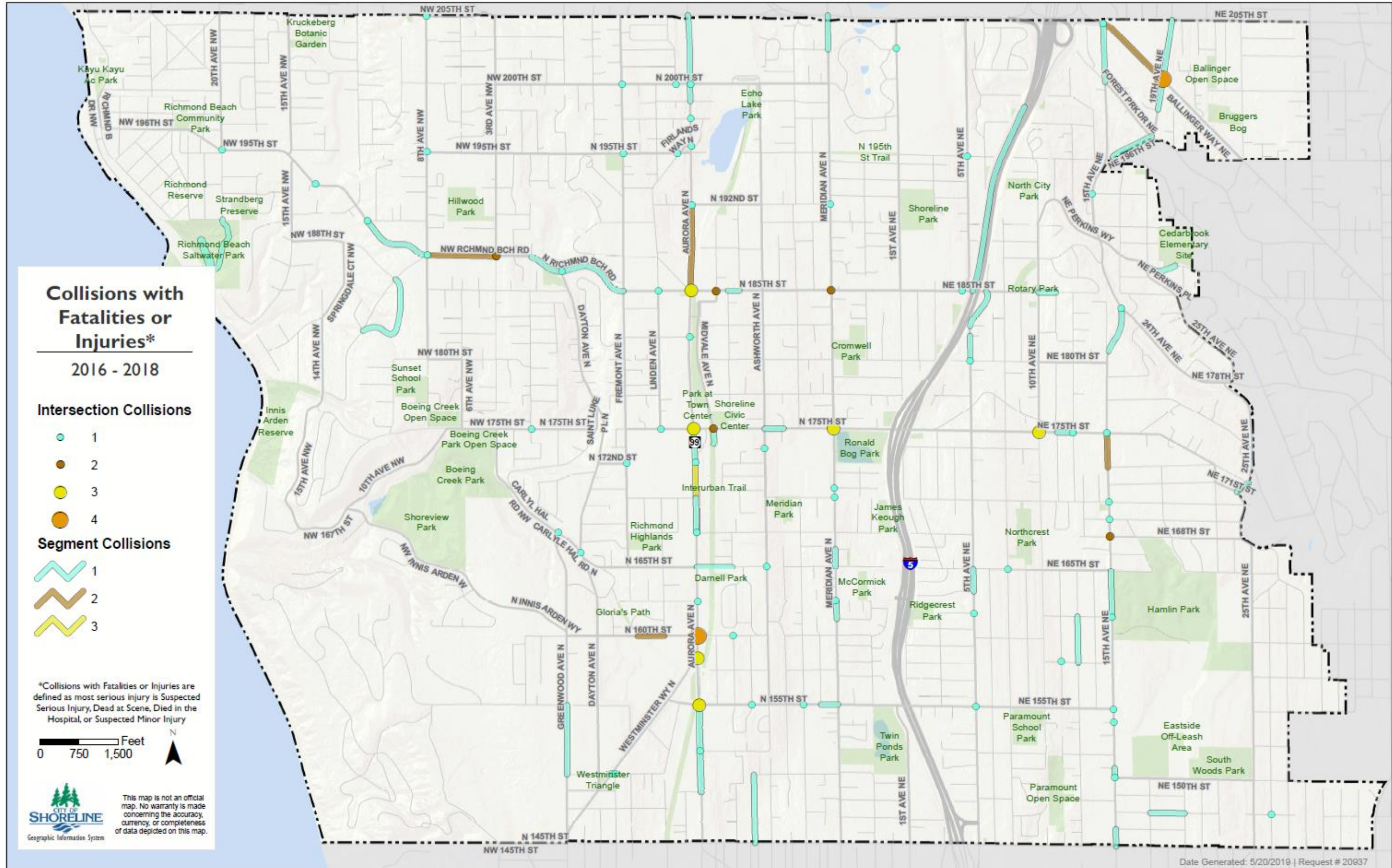
Appendix

- Appendix A – 2016-2018 Total Collisions Map
- Appendix B – 2016-2018 Injury Collisions Map
- Appendix C – 2014-2018 Pedestrian Collisions Map
- Appendix D – 2014-2018 Bicyclist Collisions Map
- Appendix E – 2014-2018 Fatal and Serious Injury Collisions Map
- Appendix F – 2018 Traffic Flow Map
- Appendix G – 2018 Speed Differential Map
- Appendix H – 2016-2018 Aurora Ave N Collisions Chart

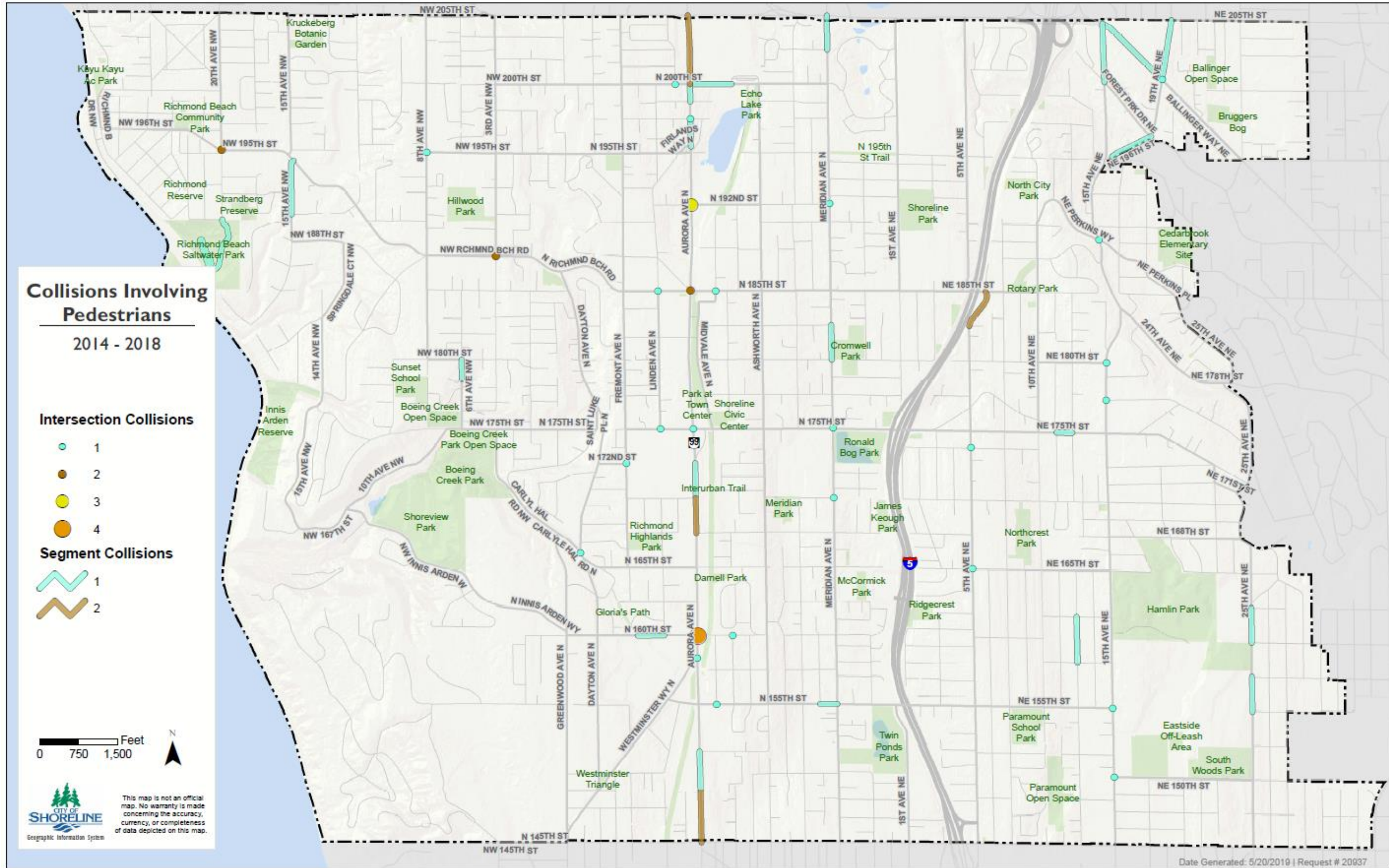
Appendix A - 2016-2018 Total Collisions Map



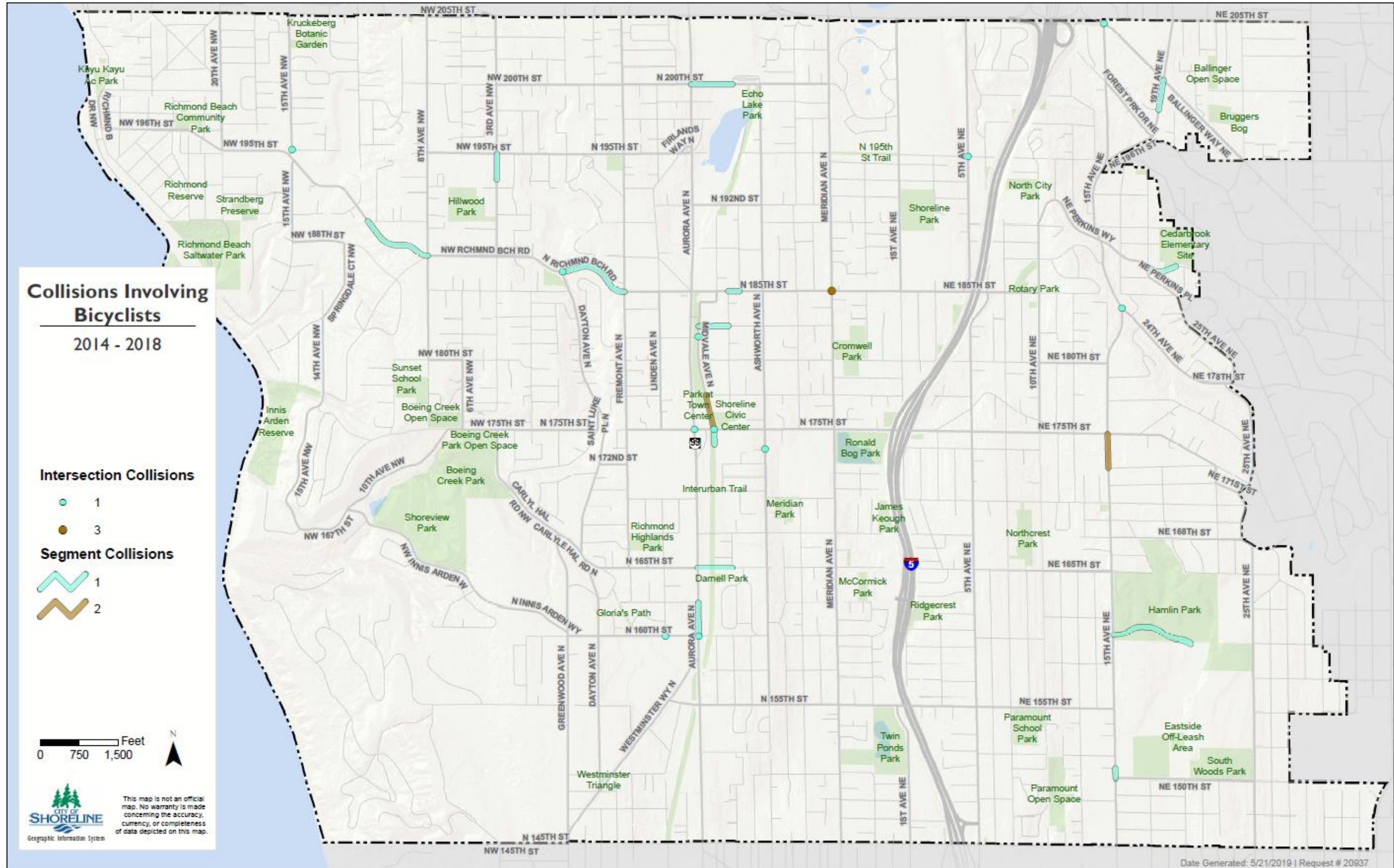
Appendix B - 2016-2018 Injury Collisions Map



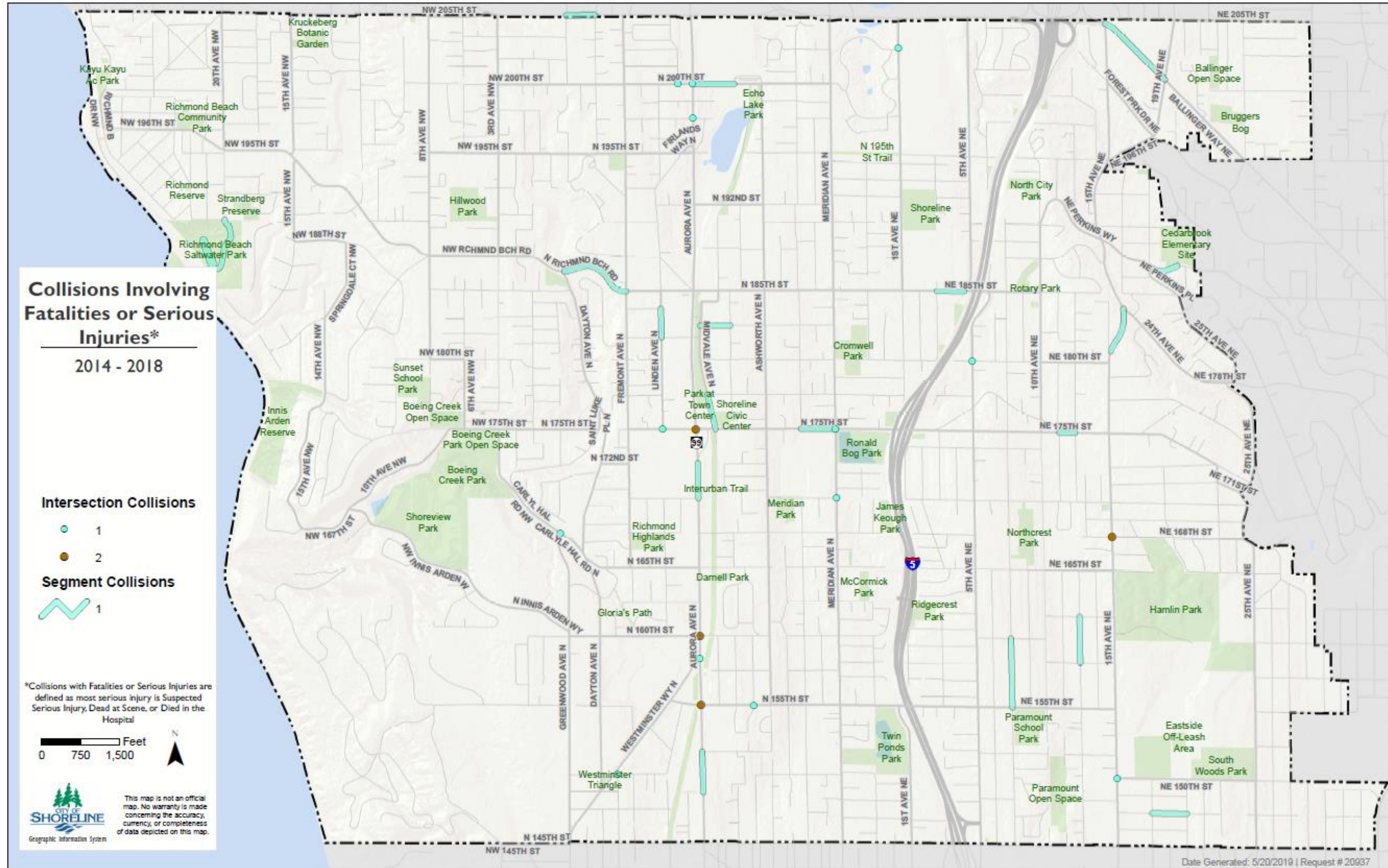
Appendix C - 2014-2018 Pedestrian Collisions Map



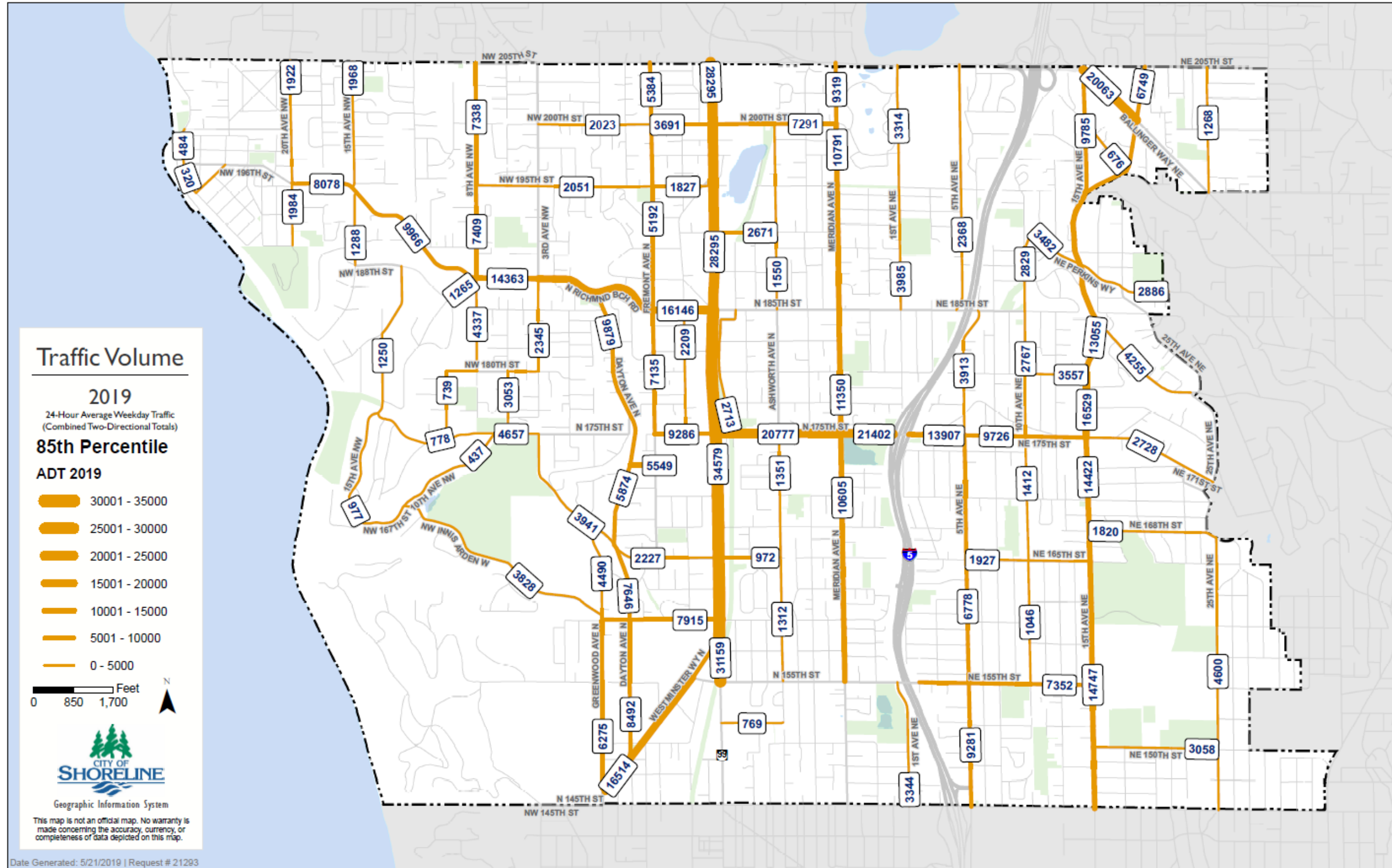
Appendix D - 2014-2018 Bicyclist Collisions Map



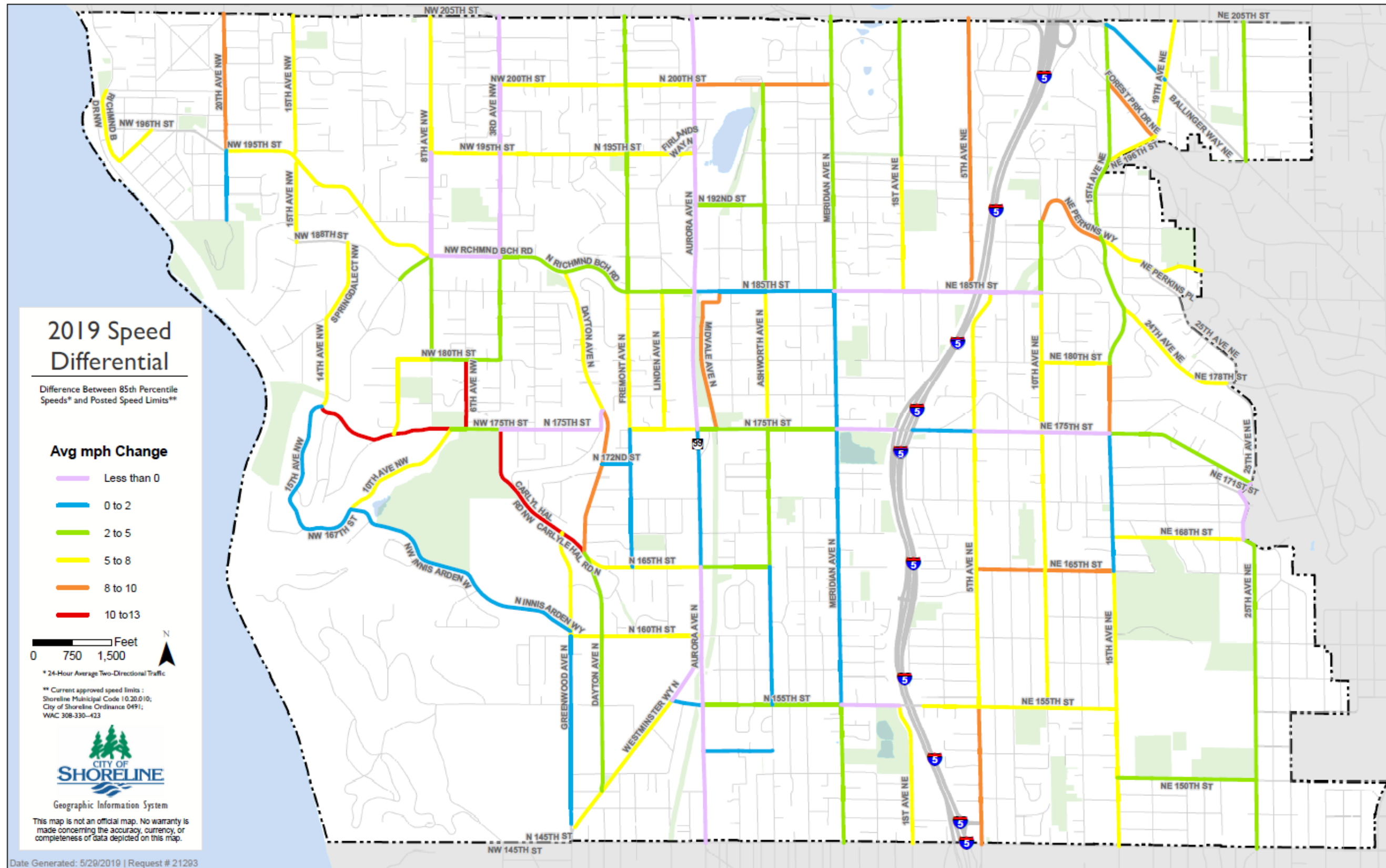
Appendix E - 2014-2018 Fatal and Serious Injury Collisions Map



Appendix F - 2018 Traffic Flow Map



Appendix G - 2018 Speed Differential Map



Appendix H - Aurora Ave N Collisions

Aurora Ave N Corridor Collisions by Milepost

2015-2017 versus 2016-2018 Collisions

