



# AGENDA

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[PUBLIC COMMENT](#)

## SHORELINE CITY COUNCIL REGULAR MEETING

Monday, November 4, 2019  
7:00 p.m.

Council Chamber · Shoreline City Hall  
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
<b>1. CALL TO ORDER</b>		7:00
(a) Proclaiming Veterans Appreciation Day	<u>2a-1</u>	
<b>2. FLAG SALUTE/ROLL CALL</b>		
<b>3. REPORT OF THE CITY MANAGER</b>		
<b>4. COUNCIL REPORTS</b>		
<b>5. PUBLIC COMMENT</b>		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
<b>6. APPROVAL OF THE AGENDA</b>		7:20
<b>7. CONSENT CALENDAR</b>		7:20
(a) Approving Minutes of Regular Meeting of October 14, 2019	<u>7a-1</u>	
(b) Authorizing the City Manager to Enter Into the 2019-2021 Commute Trip Reduction Program Implementation Agreement with King County	<u>7b-1</u>	
(c) Authorizing the City Manager to Execute an Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions with Merlone Geier Partners	<u>7c-1</u>	
<b>8. ACTION ITEMS</b>		
(a) Public Hearing on Ordinance No. 872 - 2019-2020 Biennial Budget and the 2019-2024 Capital Improvement Plan Mid-Biennium Update	<u>8a-1</u>	7:20
(b) Public Hearing on Ordinance No. 873 - Setting the 2020 Regular and Excess Property Tax Levies	<u>8b-1</u>	7:35

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

**9. STUDY ITEMS**

- |     |   |             |      |
|-----|---|-------------|------|
| (a) | Discussing Ordinance No. 870 – Amending Chapter 3.22, Business & Occupation Tax, and Chapter 3.23, Tax Administrative Code, to Conform with Association of Washington Cities’ Model Ordinance for Business & Occupation Tax | <u>9a-1</u> | 7:50 |
| (b) | Discussion of the Sound Cities Association Statement of Principles Related to the Proposed King County Regional Authority on Homelessness   | <u>9b-1</u> | 8:15 |

**10. ADJOURNMENT**

8:35

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

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

<b>AGENDA TITLE:</b>	Proclamation of Veterans Appreciation Day		
<b>DEPARTMENT:</b>	City Manager's Office/CCK		
<b>PRESENTED BY:</b>	Jessica Simulcik Smith, City Clerk		
<b>ACTION:</b>	<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:**

November 11, 1919 was initially proclaimed as "Armistice Day" to honor the country's World War I Veterans. To pay homage to Veterans of all wars, on June 1, 1954, President Dwight Eisenhower signed into law the renaming of Armistice Day to Veterans Day.

Monday, November 11, 2019 marks the 65<sup>rd</sup> anniversary of Veterans Day in the United States. This proclamation recognizes the dedication and sacrifice that the Veterans of our community, state, and country have made for the cause of freedom and peace.

The following representatives from The Starr Sutherland Jr. Post of the American Legion will be present to accept the proclamation:

Commander - Larry Fischer  
Vice Commander - John Brady  
Adjutant - Earl Thompson  
Historian – Jerry Pickard  
Sgt. At Arms – Rick Christianson  
Past Vice Commander – Raymond Coffey

**RECOMMENDATION**

Mayor Hall should read the Veterans Appreciation Day Proclamation.

**ATTACHMENT:**

Attachment A – Veterans Day Proclamation

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



## PROCLAMATION

WHEREAS, our Nation was founded on the belief that all Americans are created equal, and are guaranteed the inalienable rights of life, liberty, and the pursuit of happiness; and

WHEREAS, our Nation's Veterans have sacrificed to preserve and protect our country and constitution from all enemies foreign and domestic; and

WHEREAS, November 11, 1919, was initially proclaimed as "Armistice Day" to honor our country's World War I Veterans, and in order for a grateful Nation to pay homage to Veterans of all wars, on June 1, 1954, President Eisenhower signed into law the renaming of Armistice Day to Veterans Day; and

WHEREAS, the City of Shoreline recognizes the contributions of the men and women in the military who have served our country, and who continue to serve their communities; and

WHEREAS, on Monday, November 11, 2019 at 2:00 p.m. at Shoreline City Hall, the Shoreline Veterans Association is hosting their annual Veterans Day Celebration to honor local Veterans;

NOW, THEREFORE, I, Will Hall, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim November 11, 2019 as

## VETERANS APPRECIATION DAY

in the City of Shoreline and urge all citizens to honor the sacrifices of the loyal and courageous Veterans who have given so much for the cause of peace.

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Will Hall, Mayor

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

Monday, October 14, 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.

3. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, provided reports and updates on various City meetings, projects and events. The CAPRA Accreditation Certificate was presented to the City by Jesus Aguirre with the Commission for the Accreditation of Park and Recreation Agencies.

4. COUNCIL REPORTS

Mayor Hall reported that he, along with City Manager Debbie Tarry and Intergovernmental Program Manager Jim Hammond, met with senior leadership at the Department of Social and Health Services (DSHS) to better understand DSHS's interest at the Fircrest Campus. He said they were receptive in listening to Shoreline's interests and priorities. He described it as a relationship-building meeting and said the agreed upon follow-up action is a meeting between the City, DSHS, the Department of Natural Resources, and the Washington State Office of Financial Management, with the goal of exploring how DSHS can use their property to take care of vulnerable populations while meeting the City and community's interests in open space, and the Legislative interest in affordable housing. Mayor Hall said DSHS is aware of the moratorium on applications for Master Plan Development Permits and said it helped set the stage for a conversation towards creating a win-win solution. Ms. Tarry said she will include, in her weekly update to Council, any new information that she receives.

5. PUBLIC COMMENT

Rosetta Kastama, Shoreline resident, described her experiences and participation at the Shoreline/Lake Forest Park Senior Center and thanked Council for their support.

Stephanie Henry, Shoreline resident, said that when she realized that Shoreline was not recognizing Indigenous Peoples’ Day, she quickly drafted a resolution for consideration. She shared background and the effects of Columbus Day and said the cultures of indigenous people are worthy of promotion. She said the proposed resolution would celebrate the resilience, history, and beauty of all indigenous people and encourage Council to adopt it.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

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

(a) Approving Minutes of Regular Meeting of September 23, 2019

(b) Approving Expenses and Payroll as of September 27, 2019 in the Amount of \$4,073,706.31

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
8/25/19-9/7/19 Q1 & Q2 (ESD)	9/13/2019	87069-87319	16671-16691	76067-76072	\$710,195.19
	9/26/2019			76197-76198	\$30,877.32
					\$741,072.51

**\*Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
9/3/2019	1150	\$7,377.44
9/25/2019	1151	\$7,661.20
		\$15,038.64

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
9/12/2019	75913	75933	\$213,553.04
9/12/2019	75934	75954	\$345,799.31
9/12/2019	75955	76009	\$2,012.93

9/12/2019	76010	76034	\$20,365.63
9/12/2019	76035	76058	\$41,682.79
9/12/2019	76059	76066	\$1,344.31
9/23/2019	76073	76073	\$2,351.01
9/23/2019	76074	76075	\$72,032.61
9/25/2019	75520	75520	(\$21.00)
9/25/2019	76076	76076	\$263.34
9/26/2019	76077	76100	\$684,594.26
9/26/2019	76101	76130	\$596,806.76
9/26/2019	76131	76138	\$919.50
9/26/2019	76139	76150	\$78,557.94
9/26/2019	76151	76185	\$1,204,629.31
9/26/2019	76186	76195	\$47,298.78
9/26/2019	76196	76196	\$5,404.64
			<u>\$3,317,595.16</u>

**(c) Adopting Ordinance No. 851 – Adopting a New Chapter 3.90 to the Shoreline Municipal Code Relating to Assessment Reimbursement Areas and Latecomer Agreements**

**(d) Authorizing the City Manager to Execute a Local Agency Agreement with the Washington State Department of Transportation for the Ridgecrest Safe Routes to School Project**

8. STUDY ITEMS

(a) Discussion and Update on the King County Metro North Link Connections Mobility Project

Randy Witt, Public Works Director, said this presentation focuses on King County’s long-range plan for regional transit service once the Northgate Light Rail Station opens. He said the plan includes significant changes to Shoreline’s service. He introduced David VanderZee, Project Manager, and Maha Jahshan, Senior Community Relations Planner, from King County Metro. Mr. VanderZee explained that the North Link Connections Mobility Project is a portion of long term and larger capital project plans. He described the project as the largest bus service restructure since the 2016 U-Link extension and listed the participating partners. Mr. VanderZee reviewed the project goals and described the what, why, and how of the project. He explained the integration of the Light Rail and Sound Transit’s parallel but separate evaluation process. He defined the project scope and made it clear the emphasis of tonight’s discussion focuses on the changes coming in 2021. He described how they are using King County’s Equity Impact Review process to help inform engagement and to evaluate the impacts of potential changes.

Ms. Jahshan listed the three phases of the community engagement process, explaining that the goal is to build long-term connections with all partners. She described the makeup of the Mobility Board, formed for decision-making conversations and said the Partner Review Board is comprised mainly of institutional or jurisdictional partners. She described other efforts for

community engagement, which include online engagement, street teaming at bus stops, making informational materials available in multiple languages, and through a wide variety of media sources. She said the concepts for proposed changes will be informed by data collected in the first phase.

Ms. Jahshan said the community can provide input by contacting her or accessing the web portal and stated that she will provide this information for the City to share. It was stated that feedback has been received that people are having a hard time finding the link to give input to Metro.

Councilmember Scully said that he has heard a lot of concern from commuters, particularly those who use Route 41. Mr. VanderZee said they are looking at potential changes for this route, and that they are making efforts to reach groups of commuters through larger employers throughout the study area. He said as they evaluate how they take advantage of the light rail system, they are also taking into consideration what the transfer environment and travel time components look like.

Councilmember Chang said she is on the Regional Transit Committee and this was the first time she has seen a list of the routes with potential changes. She asked how much community input had been received and said it would be wise for Metro to solicit input from the School District and the Community College. She said that there are riders outside of the identified priority populations who would love to see more connections to move easily within Shoreline. Ms. Jahshan said that opportunities for review and reassessment will continue through the completion of Phase 3.

Councilmember Chang asked if the changes will improve travel time from Shoreline to downtown. Mr. VanderZee said they always look at ways to improve travel times but are also looking for public feedback on changes that would not significantly improve travel times but would allow for other improvements to the local network.

Councilmember Robertson said she is pleased to hear that there is a priority on engaging with communities of color. She asked how often the geographically underserved areas overlap with underserved priority populations. Mr. VanderZee said that countywide they see gaps where an overlap like this exists, most commonly in south King County. He said the engagement process is attempting to identify specific areas. Ms. Jahshan said that often times there is intersectionality.

When asked how frequently riders should anticipate service changes in the near future, Mr. VanderZee replied that an implementation date of September 2021 is established.

Councilmember Roberts said that while broadly Shoreline is well served by Metro, many routes run on a 30 minute schedule, which is not ideal for people who are trying to move around throughout the day. He said he would like to get to ten-minute headways and shorter rides and suggested that it would be better to delay service changes until the Shoreline Light Rail Stations open in 2024. He asked that Metro communicate with City partners on how cities can improve these routes through infrastructure. Mr. VanderZee said they do take future compatibility in mind when considering changes and agreed that it will be important for the Partner Review Board to



continually foster relationships with cities as the plans gain clarity. He said there is attention being paid to making the transfer environment a good one.

Councilmember McGlashan asked if the changes are a reallocation of service hours, and not an increase or decrease. Mr. VanderZee confirmed this but added that a large portion of the area is within the City of Seattle and has Transportation Benefit District Funds that expire in 2020 that will affect service hours. Councilmember McGlashan said that east-west service is more challenging than north-south, and said he thinks ridership would improve if there was easier east-west access to the Light Rail Stations. Mr. VanderZee said east-west connections are a strong theme in feedback received.

Deputy Mayor McConnell said it is important to get the input from people who depend on transit. She thanked Metro for the collaboration with all entities. She said she is glad to hear this is a fluid process that will be adjusted as needed.

Mayor Hall agreed that east-west connections need attention. He said it will be even more important when the Light Rail Stations begin service. He recognized the tradeoffs that may need to take place and said all day service is an advantage. He said that by 2024 there will be significant improvements to the 145<sup>th</sup> and 185<sup>th</sup> Street corridors, and the City is looking forward to a major realignment to serve the 148<sup>th</sup> Street Station.

(b) Discussing Resolution No. 448 and Ordinance No. 869 – Declaring the City’s Intent and Authorizing the Sales Tax Credit for Affordable and Supportive Housing as Authorized by SHB 1406

Colleen Kelly, Community Services Manager, delivered the staff presentation. She explained that Substitute House Bill (SHB) 1406 is State legislation that allows local jurisdictions to retain a portion of sales tax credited against the state sales tax, and that funds may only be used to support efforts related to affordable housing. Ms. Kelly described the two available options are retaining 0.0073% or 0.0146% of taxable retail sales in the jurisdiction and clarified that the option of 0.0146% would require the addition of a qualifying local tax, which would be done by voter approval. She provided estimated available funds as predicted by the Department of Revenue and explained that final actual revenue would be determined at the end of the 2019 fiscal year. She said that SHB 1406 sets a cap on the revenues to be credited within any fiscal year. She listed the allowed uses for the revenue and explained that they must serve those at 60% or below of Area Median Income.

Ms. Kelly reviewed the timing requirements for participation and reiterated that should Council take action, the City would receive half of the local sales tax credit of 0.0073% with the remainder going to King County. If Council does not take action, King County would collect the full sales tax credit of .0146%. Ms. Kelly reiterated that no new or additional taxes would be imposed with the passage of this Ordinance, but that the revenue is a credit for an existing tax already being collected. She listed considerations for Council’s discussion and said her understanding is that most cities in King County are choosing to impose the tax to retain control over allocation of funds. Ms. Kelly listed the next steps and said should Shoreline choose not to participate; no further action is required.

A majority of Councilmembers voiced support for Authorizing the Sales Tax Credit for Affordable and Supportive Housing. Councilmember Roberts said this program will help Shoreline residents remain in their homes; Councilmember Robertson shared that she looks forward to hearing how the City proposes to use the funds; Councilmember Chang stated that she would not be in support of adding any of the Qualifying Local Tax options that would increase taxes; Deputy Mayor McConnell agreed that she would also not support a new tax, but she fully supports taking local control of the portion of taxes already being collected; and Councilmember Scully asked for clarification on the impact to taxpayers and stated his support for the action as long as it does not increase taxes.

Ms. Kelly confirmed that the City will have flexibility over how the money is used, as long as it adheres to the stipulated parameters of what is allowed. She said there is no additional taxation required to take advantage of 0.0073% of the tax revenue but qualifying for the 0.0146% rate would require passing a tax increase through the voters prior to July 2020. There was not Council support for creating any additional tax.

Mayor Hall summarized that by passing the Resolution and Ordinance the City will get a larger portion of the sales tax revenue already being collected by the State. He said he would like to see this money go towards the Shoreline community. It was agreed the Resolution and Ordinance should return to Council as Action items.

9. EXECUTIVE SESSION: Potential Litigation – RCW 42.30.110(1)(i)

At 8:22 p.m., Mayor Hall recessed into Executive Session for a period of 15 minutes as authorized by RCW 42.30.110(1)(i) to discuss with legal potential litigation to which the City, or a member acting in an official capacity, is, or is likely to become, a party. He stated Council is not expected to take final action following the Executive Session. Staff attending the Executive Session included Debbie Tarry, City Manager; John Norris, Assistant City Manager; Margaret King, City Attorney; and Randy Witt, Public Works Director. The Executive Session ended at 8:37 p.m.

10. ADJOURNMENT

At 8:38 p.m., Mayor Hall declared the meeting adjourned.

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Jessica Simulcik Smith, City Clerk

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Enter Into the 2019-2021 Commute Trip Reduction Program Implementation Agreement with King County
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Nytasha Walters, Transportation Services Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City contracts with King County Metro Transit (King County) to help implement the City's Commute Trip Reduction (CTR) program. These are biennial contracts; the City's current agreement was active beginning July 1, 2017 and was set to expire on June 30, 2019. When King County alerted the City that a new biennial agreement would not be available until early fall 2019, on June 10, 2019 the Council authorized the City Manager to execute an amendment to the existing King County agreement that extended its duration through November 30, 2019.

City staff have now received the new biennial contract from King County, which requires approval from the City Council to authorize the City Manager to enter into the Interlocal Agreement. Tonight, staff is seeking Council authorization for this approval.

**RESOURCE/FINANCIAL IMPACT:**

The State of Washington funds the CTR program for all affected jurisdictions. King County, per a separate Commute Trip Reduction Agreement with the State of Washington, will receive funds from the State earmarked for Shoreline, and those funds will be used by King County to support this Interlocal Agreement. The funding is based on a fixed amount per affected worksite. The City of Shoreline's total two-year estimated allocation for the six affected worksites in the City that will be passed through to King County is \$30,477.

**RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to enter into the 2019-2021 Commute Trip Reduction Program Implementation Agreement with King County.

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

## **BACKGROUND**

The State Commute Trip Reduction (CTR) Efficiency Act directs governments to develop plans that reduce vehicle miles traveled and drive-alone commute trips per employee. The CTR Efficiency Act also requires major employers to develop, implement and promote employee transportation programs to support these plan goals. For the Shoreline jurisdiction, the CTR Law targets worksites with 100 or more employees arriving at work between the hours of 6 a.m. and 9 a.m. In accordance with CTR Law, the City of Shoreline must manage the programs of all six affected CTR sites in Shoreline. The six CTR sites in Shoreline include Shoreline Community College, the Washington State Department of Transportation (WSDOT), Crista Ministries Campus, State of Washington Public Health Lab, Fircrest School, and the City of Shoreline City Hall campus.

King County has contracted with the State and is able to work with multiple jurisdictions to coordinate and help them manage their CTR programs. Contracting with King County allows the City to achieve cost efficiencies and administrative consistency, and Shoreline has opted to utilize King County for implementation support through a biennial agreement. The City Council was presented with the 2017-2019 CRT Interlocal Agreement with King County for authorization on June 12, 2017 for the implementation period of July 1, 2017 through June 30, 2019. The staff report for this Council action can be found at:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport061217-7b.pdf>.

When City staff were notified that King County would not have the new biennial contract available until the fall of 2019, City staff came before Council on June 10, 2019 to request authorization for the City Manager to execute an amendment to the existing King County agreement that would extend its duration through November 30, 2019. That staff report can be found at:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport061019-7e.pdf>.

## **DISCUSSION**

The CTR Law requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement a CTR Plan to reduce vehicle miles traveled per employee and drive alone commute trips, and develop, implement, and promote programs to encourage their employees to make a shift from drive alone commutes. On September 30, 2019, Council adopted Ordinance No. 865, amending the City's current CTR Plan to extend through 2023. The staff report for this recent Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport093019-7b.pdf>.

To help the City implement its CTR Plan and remain compliant with State law, City staff request the continued support that the King County CTR Program Implementation Agreement provides. Through this agreement, King County will administer the program to meet State and City planning and implementation objectives and requirements,

including general updates and implementation of the CTR Plan. King County will assist Shoreline's six CTR sites with surveys and program reporting, keep master file records on all sites, and provide survey results and program reporting information to the City, State, and worksites. Through King County Metro CTR services, the Employer Transportation Coordinators (ETCs) for each site are provided with assistance, training, communications, resources, and information to operate successful programs. King County will provide each site with technical assistance and promotional materials and work with sites not meeting their goals by reviewing their current programs and recommending modifications to improve performance.

The attached 2019-2021 CTR Interlocal Agreement (Attachment A) continues the current City of Shoreline and King County relationship effective December 1, 2019 through June 30, 2021. The agreement is similar to prior year agreements. City staff will provide for a thorough review of the City's CTR Plan in conjunction with the Transportation Master Plan update beginning in 2020 and utilize our King County CTR support for assistance.

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

This program supports Council Goal 2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment. The major goals for the CTR program are to improve transportation system efficiency, conserve energy, and improve air quality.

### **RESOURCE/FINANCIAL IMPACT**

The State of Washington funds the CTR program for all affected jurisdictions. King County, per a separate Commute Trip Reduction Agreement with the State of Washington, will receive funds from the State earmarked for Shoreline, and those funds will be used by King County to support this Interlocal Agreement. The funding is based on a fixed amount per affected worksite. The City of Shoreline's total two-year estimated allocation for the six affected worksites in the City that will be passed through to King County is \$30,477.

### **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to enter into the 2019-2021 Commute Trip Reduction Program Implementation Agreement with King County.

### **ATTACHMENTS**

Attachment A – 2019-2021 Commute Trip Reduction Program Implementation Agreement Between the King County Department of Metro Transit and the City of Shoreline

## Attachment A

### COMMUTE TRIP REDUCTION PROGRAM IMPLEMENTATION AGREEMENT

**Between**  
**King County Department of Metro Transit**  
**and**  
**City of Shoreline**

This Commute Trip Reduction Program Implementation Agreement (the "Agreement") is entered into by and between King County, a home rule charter county of the State of Washington, through its Department of Metro Transit (the "County" or "Metro Transit") and the City of Shoreline (the "City"), a municipal corporation of the State of Washington, either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties," for the purpose of implementing the Washington State Commute Trip Reduction Law of 1991.

WHEREAS, the purpose of RCW 70.94.521, *et seq.*, the "Commute Trip Reduction Law" ("CTR Law"), is to reduce air pollution, traffic congestion and fuel consumption by encouraging commuters to use alternative modes of transportation, such as buses, carpools, vanpools, bicycles, and walking, instead of single occupancy vehicles ("SOV"); and

WHEREAS the CTR Law requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement Commute Trip Reduction ("CTR") plans to reduce vehicle miles traveled per employee and drive alone commute trips; and

WHEREAS, the CTR Law also requires major employers to develop, implement and promote employee transportation programs to encourage their employees to shift away from drive alone commutes; and

WHEREAS, the City has within its jurisdictional boundaries one or more "major employers" and is required by RCW 70.94.527 to develop and implement a commute trip reduction plan; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527(5); and

WHEREAS, King County Code Section 28.94.110 also authorizes the King County Executive to enter into agreements with state and local agencies for assistance in implementing the CTR Law; and

WHEREAS, CTR plans developed by local jurisdictions are required to be coordinated and consistent with the CTR plans of adjacent jurisdictions as well as applicable regional plans; and

WHEREAS, the Legislature appropriated funds to provide technical assistance funding to local jurisdictions required to develop and implement commute trip reduction plans; and

WHEREAS, the County in a separate Commute Trip Reduction Act Agreement with the State of Washington, Agreement Number PTD 0129, is authorized to receive CTR funds on behalf of local jurisdictions in exchange for the County's implementation of Commute Trip Reduction Plans and Programs on behalf of those local jurisdictions and retain such funds as payment for the work performed; and

WHEREAS, the City desires to have the County perform the work necessary to satisfy the City's statutory obligations under the Commute Trip Reduction Act and to retain the City's allocation of State Funds as payment for those services; and

WHEREAS, the City and the County desire through this Agreement to implement the CTR Law consistent with the rules established by the state's Transportation Demand Management ("TDM") Executive Board and Technical Committee; and

WHEREAS, the City can achieve cost efficiencies and administrative consistency by contracting with the County for CTR implementation;

NOW THEREFORE, in consideration of the terms, conditions, mutual promises and covenants set forth herein, the Parties agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to establish a mechanism that will allow for certain tasks, as identified in the Scope of Work, to be undertaken by the County on behalf of the City to implement the City's obligations under the RCW; and, to set forth the responsibilities of the Parties with respect to that objective.

**2. DEFINITIONS**

The following definitions shall apply for purposes of this Agreement:

**"Administrative Representative"** means the primary administrative contact for issues related to this Agreement as designated in Section 9.2 of the Agreement.

**"Affected Employer"** means an employer required by RCW 70.94.521 and the City's CTR Plan to implement a CTR program (see also "major employer").

**"Commute Trip Reduction Plan (CTR Plan)"** means a plan adopted by the City designed to reduce the proportion of drive alone commute trips and commute trip vehicle miles and to administer and enforce the CTR programs of affected employers located within its jurisdiction

**"Commute Trip Reduction Program (CTR Program)"** means a program designed by an Affected Employer to reduce the proportion of drive alone commute trips and vehicle miles traveled by its employees.

**"Employer Transportation Coordinator (ETC)"** means point of contact between the employer and its employees to implement, promote and administer the employer's CTR program.

**"CTR Funds"** means state funds appropriated by the state and allocated to counties and cities for implementation of commute trip reduction plans.

**"Major Employer"** means a private or public employer that employs one hundred or more full-time employees at a single worksite who are scheduled to begin their regular workday between 6:00 a.m. and

9:00 a.m. on weekdays for at least twelve continuous months during the year, as provided in RCW 70.94.521 (herein also known as an "Affected Employer").

"State" is the Washington State Department of Transportation (WSDOT) unless otherwise noted.

### **3. DUTIES AND RESPONSIBILITIES**

**3.1 Provision of CTR Services.** The County will perform the CTR implementation services specified with particularity in the Scope of Work (the "Work") set forth as Exhibit A, which is attached hereto and incorporated herein by this reference.

**3.2 Authorization.** The City shall authorize and direct the State to reimburse the County directly.

### **4. PAYMENT AND BILLING**

The County will invoice the State on a quarterly basis for direct reimbursement for the CTR functions to be performed pursuant to this agreement.

### **5. WORK SCHEDULE AND PROGRESS REVIEW**

**5.1 Progress Reviews.** The County will submit a quarterly report of progress and anticipated activities to jurisdiction representatives and to the State. On-going, periodic review of issues and materials will also be conducted with the jurisdiction representatives.

**5.2 State Evaluation Requirements.** The County will provide information to the State for monitoring or evaluation activities, as directed by and on behalf of the City.

### **6. EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall be effective December 1, 2019 and will remain in effect through June 30, 2021, unless earlier terminated pursuant to the terms of this Agreement.

### **7. TERMINATION**

**7.1 Termination for Default.** Either Party may terminate this Agreement in the event the other Party fails to perform a material obligation of this Agreement. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.1 shall be provided to the other Party not less than fifteen (15) calendar days prior to the effective date of termination.

**7.2 Termination for Convenience.** Either Party to this Agreement may terminate the Agreement, in whole or in part, for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.2 shall be provided to the other Party not less than thirty (30) days prior to the effective date of termination.



- 7.3 County Funding and Termination for Non-Appropriation.** Performance of any Work undertaken by the County pursuant to this Agreement in advance of receiving reimbursement by the State beyond the current appropriation year is conditioned upon the appropriation by the County Council of sufficient funds to support the performance of the work. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each odd year.
- 7.4 Termination Due to Loss of State Funding.** If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold CTR State funds allotted to the City pursuant to RCW 79.94.544 then either Party may terminate this Agreement by giving thirty (30) days advance written notice to the other Party.

## **8. CHANGES AND MODIFICATIONS**

Either Party may request changes to the provisions of this Agreement. Any such changes must be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of the Parties hereto.

## **9. NOTIFICATION AND IDENTIFICATION OF CONTACTS**

- 9.1 Administrative Representatives.** Both Parties shall designate an administrative representative to act as the contact person for matters pertaining to this Agreement.

### **9.2 Contact Persons and Addresses**

For the County: Christi Masi, Project Manager  
King County Metro Transit  
201 S. Jackson St., KSC-TR-0326  
Seattle, WA 98104-2615  
(206) 477-3843

For the City: Ms. Nytasha Walters, Transportation Services Manager  
City of Shoreline  
17500 Midvale Ave. N.  
Shoreline, WA 98133-4905  
(206) 801-2481

- 9.3 Notice.** Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the Parties' respective administrative representatives at the addresses identified in Subsection 9.2 of this Agreement.

## **10. DISPUTE RESOLUTION PROCESS**

The Parties, through their designated representatives identified in Subsection 9.2 of this Agreement, shall use their best efforts to resolve any disputes pertaining to this Agreement that may arise between the Parties. If these designated representatives are unable to resolve a dispute, the responsible project managers of both Parties shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of both Parties or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

## **11. AUDITING OF RECORDS, DOCUMENTS AND REPORTS**

The State Auditor shall have full access to and the right to examine during normal business hours, and as often as the State Auditor may reasonably deem necessary, the non-privileged records of the City and the County with respect to the matters covered by this Agreement. Both Parties shall have similar access and rights with respect to the records of the other Party. The Parties' representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three (3) years from the date final payment is made hereunder.

## **12. INDEMNIFICATION AND HOLD HARMLESS**

Each Party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents or employees, while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other Parties harmless from any such liability. In the case of negligence of multiple Parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Parties in proportion to the percentage of negligence attributable to the other Parties.

The City acknowledges it is solely responsible for its compliance with the CTR Law, and for the adoption, implementation, and enforcement of any ordinances, plans, and programs related to the CTR Law. The City shall indemnify and hold King County harmless from, and shall process and defend, at its own expense, any and all claims, demands, suits at law of equity, actions, penalties, losses, damages, or costs arising out of, in connection with, or incidental to any act or omission of the City or any of its officers, employees, subcontractors or agents in adopting or enforcing any ordinances, plans and programs related to the CTR Law.

## **13. LEGAL RELATIONS**

**13.1 No Third Party Beneficiaries.** It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

**13.2 No Partnership or Joint Venture.** No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its

contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

- 13.3 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.4 Jurisdiction and Venue.** The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 13.5 Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.
- 13.6 Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 13.7 Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.
- 13.8 Assignment.** Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.
- 13.9 Binding on Successors and Assigns.** This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.
- 13.10 Rights and Remedies.** Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 13.11 Entire Agreement.** This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.
- 13.12 Survival.** The provisions of this Section 13 (Legal Relations) shall survive any termination of this Agreement.

#### **14. FORCE MAJEURE**

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control,

including, but not limited to: any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the obligation of the City to make payment to the County for the Work performed pursuant to this Agreement.

**15. COMPLIANCE WITH APPLICABLE LAWS**

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination and agree to require the same of any subcontractors providing services or performing any of the Work using funds provided under this Agreement.

**16. EXECUTION OF AGREEMENT – COUNTERPARTS**

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date written below.

KING COUNTY  
Metro Transit Department

CITY OF SHORELINE

By: \_\_\_\_\_  
Christina O’Claire  
Division Director MT Mobility

By: \_\_\_\_\_  
Debbie Tarry  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

K.C.P.A.O.

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**Exhibit A**  
**City of Shoreline**  
**Commute Trip Reduction (CTR) Services for Affected Employers**  
**Scope of Work**  
**Period: July 1, 2019 through June 30, 2021**

**Strategy 1: Program Administration**

<b>Brief description</b>	King County will administer the program to meet state and city planning and implementation objectives and requirements. Attend inter-agency coordination meetings with other cities and WSDOT to keep current on issues.
<b>Activities and outputs</b>	<p><u>A. Administer the employer site registration and inventory record-keeping:</u> Identify, notify and register new sites into the program in order to prepare them for their baseline surveys. Negotiate steps for compliance with non-compliant worksites with the onboarding component.</p> <p><u>B. Maintain database and master file records</u> on basic site information for all sites. Provide the city and WSDOT with an electronic copy of city’s CTR-affected employers and employee transportation coordinators (ETCs), as requested by the city or required by WSDOT. Keep website updated.</p> <p><u>C. Administer state and city planning and contracting processes:</u> Perform general update and implementation of the CTR Plan and ordinance, including development and execution of implementation contract between WSDOT, King County Metro Business Program Team, and the City Administrative Work Plan, and the CTR Final Report for the biennium. Provide quarterly report information to WSDOT to complete state funds billing and reporting requirements. Meet regularly with city staff to review activities, current issues, ongoing challenges and accomplishments. Provide responses to inquiries by state CTR committees and others, when warranted. Conduct other administrative activities as needed.</p>
<b>Potential issues and risks</b>	Outputs may be dependent on the actions of external organizations or other external factors; unresponsive sites

**Strategy 2: Employer Program Development, Engagement and Marketing**

<p><b>Brief description</b></p>	<p>Engage worksite ETCs with assistance, training, communications, resources, and information to operate successful programs.</p>
<p><b>Activities and outputs</b></p>	<p><u>A. Training:</u> Train all new employee transportation coordinators (ETCs) (at existing and new worksites) to ensure that they understand the requirements of the law, implementation strategies and their sites’ performance to date. Training classes can be taken online and include basic ETC training and survey training as needed. Update and maintain informational CTR website and other training resources.</p> <p><u>B. Marketing Assistance:</u> Assist ETCs with marketing of commute programs and ensure they meet their program information distribution requirements.</p> <p><u>C. Program Assistance:</u> Focusing primarily on sites that have not made progress toward goal, conduct survey analyses, review program summaries and make recommendations for program improvements. Encourage ETCs to attend network group meetings for information sharing.</p> <p><u>D. Targeted Promotions:</u> Identify highly congested employment areas, corridors, industries, and/or sites that have not made progress toward goals for targeted outreach. Actively work with ETCs to promote alternatives to drive-alone commuting at these locations or sites.</p> <p><u>E. Information Provision:</u> Help ETCs become a major resource to their employees by providing them with up-to-date commute information, tools for communicating with employees, turnkey commuter promotions, and opportunities to attend networking events. Send transportation-related news and announcements via email to all ETCs; coordinate and distribute electronic materials and information for promotions such as Wheel Options and Bike Everywhere Month and Day; and schedule, promote, engage speakers and invite ETCs to employer network group meetings approximately 2-3 times per year.</p> <p><u>F. Strategic Planning:</u> Develop strategies to help ETCs communicate and promote their programs to employees and achieve success with their programs.</p>
<p><b>Potential issues and risks</b></p>	<p>Sites are non-responsive or unable to make resource investments in program due to the nature of the work force; ETCs are not given the time to use resources available to market program to employees; sites non-responsive to events and promotions.</p>

**Strategy 3: Program measurement and reporting (survey or alternate and employer program reports)**

<b>Brief description</b>	Track and notify employers of surveying and reporting requirements, gather and manage survey and program report data, and provide technical assistance for and administration of measurement/reporting activities and program review/modification as warranted.
<b>Activities and outputs</b>	<p>Assist site representatives with:</p> <ul style="list-style-type: none"> <li>(1) baseline survey and initial program development, for new sites;</li> <li>(2) ongoing survey and program reporting for existing sites; and</li> <li>(3) for worksites not making progress toward goal, review of the existing program and recommendations for program modifications to improve performance as warranted for existing sites.</li> </ul> <p>This strategy includes sending survey and program notifications to all sites; reviewing and administering extensions and exemptions requests; and setting up and assisting sites with paper and online surveys and program reporting. Receive program report submittals and manage/organize program report data. Negotiate steps for compliance with non-compliant worksites. Maintain or edit report formats as needed; database; and keep master file records on all sites. Provide survey results and program reporting information to the city/state and worksite.</p>
<b>Potential issues and risks</b>	Timely processing of survey and report data by WSDOT and accuracy of tools and data; unresponsive sites; ETC turnover

<b>Estimated budget of WSDOT pass through funds for strategies 1-3</b>	<b>Estimated budget of \$30,477 for 6 worksite based on WSDOT funding allocation received by King County on behalf of the City of Shoreline</b>
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**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute an Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions with Merlone Geier Partners
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Tricia Juhnke, City Engineer
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Earlier this year, the City and Merlone Geier Partners (MGP) negotiated a Development Agreement to create a 17.3-acre mixed use center in the middle of the 70-acre Aurora Square site, an area now called Shoreline Place, which was approved by the City Council on September 9, 2019. The Development Agreement specifies responsibilities for funding of frontage, intersection and storm drainage improvements, some of which will be constructed as part of the City's project to improvements to Westminster Way N and to N 155<sup>th</sup> Street, and others as part of the Alexan development under construction by Trammel Crow Residential (TCR) on the east and west side of Westminster Way N. A portion of Westminster Way N has been closed to facilitate construction of the Alexan project and the City's Westminster Way and 155<sup>th</sup> Street Intersection Improvement Project (Westminster/155 Project).

Subsequent to approval of the Development Agreement, the City and MGP have now negotiated an agreement, titled Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions (Attachment A), which provides detail to implement the design, construction and funding of those improvements described above, and includes additional frontage, turn lane, sewer line relocation and water line extension improvements necessary for MGP's redevelopment of Shoreline Place.

With the City, MGP and TCR constructing improvements in the same area at approximately the same, coordination of the improvements will decrease overall disruption to the public from the right-of-way improvements and be a more cost-effective approach for all parties than subsequently excavating within Westminster Way N to complete the stormwater and sewer line relocations and the water line extensions at a later time in a separate project as would likely have occurred absent this coordination.

This Agreement between the City and MGP outlines the roles and responsibilities of work included in the Westminster/155 Project that, in conjunction with the Right of Way Improvement Phasing Agreement between the City and TCR, provides the foundation for coordination of the construction improvements. This Agreement also specifies the



methodology for calculating MGP's payment to the City for improvements outlined in the Development Agreement and other MGP improvements included in the City's construction contract. Tonight, Council is scheduled to authorize the City Manager to execute the Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions with MGP.

**RESOURCE/FINANCIAL IMPACT:**

This Agreement addresses how the MGP's improvements included in the City construction contract are calculated and reimbursed, and how MGP reimburses the City for "in-lieu" frontage improvements built as part of the Alexan (TCR) Right of Way Improvement Phasing Agreement. A general outline of the funding elements addressed in this Agreement are:

1. MGP will fund their share of the Westminster/155 Project as specified in the Development Agreement based upon quantities and unit prices bid in the City project.
2. MGP will fund the sewer line relocation and water line extensions included in the Westminster/155 Project based upon quantities and unit prices bid in the City project.
3. MGP will reimburse the City for the in-lieu frontage along the MGP property based upon quantities and negotiated unit prices. These funds will reimburse the City for improvements included in the City contract that benefit the Alexan development.

The staff report for award of the Westminster/155 Project construction contract, which is expected in the coming months, will provide detail on funding for that project and include the funding in this Agreement, surface water utility funding (for the City storm line relocation) and a Transportation Improvement Board grant.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions with Merlone Geier Partners.

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

## **BACKGROUND**

On September 9, 2019, the City Council adopted Resolution No. 441 approving a Development Agreement with Merlone Geier Partners (MGP) to create a 17.3-acre mixed use center in the middle of the 70-acre Aurora Square site, an area now called Shoreline Place. The staff report for this Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport090919-8b.pdf>.

Staff have been coordinating the anticipated improvements that originate from the Development Agreement into the City's Westminster and 155<sup>th</sup> Intersection Improvement Project (Westminster/155 Project). As part of that effort, an existing storm line has been identified that is currently located on MGP property with no evidence of an easement. In order to fulfill the vision of the Community Renewal Area and the development objectives of MGP, both parties agree the storm line should be relocated into the right-of-way of Westminster Way N.

In addition to the need to relocate the stormwater line and the improvements required in the Development Agreement, there are other projects occurring or needing to occur in the vicinity of Westminster Way N and N 155<sup>th</sup> Street that will be coordinated with or included in the Westminster/155 Project, which is scheduled for advertisement in November 2019 with construction anticipated to begin in early 2020. These include:

1. Trammel Crow Residential (TCR) is constructing the Alexan multi-family development project. This project is currently in construction with completion anticipated in 2021. The City has an agreement with TCR for phasing of Right of Way improvements:  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2018/staffreport091018-7e.pdf>.
2. The MGP redevelopment requires sewer line relocation and water line extensions within Westminster Way N.

The Westminster/155 Project has been revised to include the additional scope items for the stormwater line relocation, additional frontage improvements identified by MGP and included in the Development Agreement, and the sewer line relocation and water line extensions needed to support MGP's redevelopment.

## **DISCUSSION**

To account for this, the City and MGP have now negotiated an agreement, titled Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions (Attachment A), which provides detail to implement the design, construction and funding of those improvements described above, and includes additional frontage, turn lane, sewer line relocation and water line extension improvements necessary for MGP's redevelopment of Shoreline Place.

This Agreement addresses responsibilities for design, construction and property easements and dedications necessary for all elements of the Westminster/155 Project. In general, the City is responsible for the costs associated with the relocation of the

stormwater line and MGP is responsible for the costs associated with the sewer relocation and waterline extension and the costs associated with the construction of the frontage and intersection improvements as required in the Development Agreement.

This Agreement also addresses how and when the costs of MGP's improvements included in the City construction contract are calculated and reimbursed, and how MGP reimburses the City for "in-lieu" frontage improvements built as part of the Alexan (TCR) Right of Way Improvement Phasing Agreement. These funds contribute to the funds available for the City Westminster and 155<sup>th</sup> Intersection Improvement Project.

Westminster Way N between Aurora Avenue N and N 155<sup>th</sup> Street is currently closed for the construction of the Alexan project and in anticipation of the Westminster/155 Project. Including the MGP improvements in the Westminster/155 Project will minimize disruption to the public by this closure.

The alternative of not authorizing this Agreement would result in the need for multiple projects in the vicinity at the same or nearly the same time. This would extend the impact to the community through extended or multiple road closures, increase the need for complex coordination between multiple contractors and incur higher costs for all parties.

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

The item addresses the following Council Goals:

- Goal 1: Strengthen Shoreline's economic climate and opportunities – Action Step 1; Implement the Community Renewal Plan for Shoreline Place, including execution of development agreements in the Community Renewal Area and construction of intersection improvements at N 155<sup>th</sup> Street and Westminster Way N.
- Goal 2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

### **RESOURCE/FINANCIAL IMPACT**

This Agreement addresses how the MGP's improvements included in the City construction contract are calculated and reimbursed, and how MGP reimburses the City for "in-lieu" frontage improvements built as part of the Alexan (TCR) Right of Way Improvement Phasing Agreement. A general outline of the funding elements addressed in this Agreement are:

1. MGP will fund their share of the Westminster/155 Project as specified in the Development Agreement based upon quantities and unit prices bid in the City project.
2. MGP will fund the sewer line relocation and water line extensions included in the Westminster/155 Project based upon quantities and unit prices bid in the City project.
3. MGP will reimburse the City for the in-lieu frontage along the MGP property based upon quantities and negotiated unit prices. These funds will reimburse the

City for improvements included in the City contract that benefit the Alexan development.

The staff report for award of the Westminster/155 Project construction contract, which is expected in the coming months, will provide detail on funding for that project and include the funding in this Agreement, surface water utility funding (for the City storm line relocation) and a Transportation Improvement Board grant.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions with Merlone Geier Partners.

### **ATTACHMENTS**

Attachment A: Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions Between the City of Shoreline and Merlone Geier Partners, Including Exhibits A-G

**AGREEMENT FOR RELOCATION OF STORMWATER AND SEWER LINES  
AND WATER LINE EXTENSIONS**

THIS AGREEMENT FOR RELOCATION OF STORMWATER AND SEWER LINES AND WATER LINE EXTENSIONS (this “Agreement”) entered into and executed on the date indicated below, between the CITY OF SHORELINE, a Washington municipal corporation (“City”), and MGP XII SB AURORA, LLC, a Delaware limited liability company (“MGP”), or its assigns. The City and MGP are referred to collectively as the “Parties” and individually, a “Party” to this Agreement.

**RECITALS**

- A. In 2012, the City designated the Aurora Square area as a Community Renewal Area (“CRA”) and on August 10, 2015 passed Ordinance 705 adopting the Aurora Square CRA Planned Action. The Planned Action seeks to act as a catalyst for public and private partnership investment that will renew and revitalize Aurora Square creating a compact, more intense, mixed-use, pedestrian-friendly, and transit-supportive land use. The Planned Action contemplates providing residents and visitors greater access to a mix of housing, retail and commercial opportunities that meets a range of needs.
- B. The Planned Action seeks to modify Westminster Way N. from N. 155<sup>th</sup> Street to N. 160<sup>th</sup> Street to provide a more pedestrian and bicycle-friendly section including street parking that unites adjacent properties planned for multifamily housing to the rest of Aurora Square.
- C. The City’s current CIP schedule identifies certain city improvements to Westminster Way N. and to N. 155<sup>th</sup> Street in 2020.
- D. MGP owns and is planning the redevelopment of approximately 17.31 acres of the property formerly known as Shoreline Sears, located between N. 160<sup>th</sup> Street and Westminster Way N. in the CRA in accordance with the Development Agreement. The MGP Property is legally described in **Exhibit A** and shown on **Exhibit B**. The City desires to promote a redevelopment of the MGP Property that is consistent with the Planned Action, CRA, and the Shoreline Comprehensive Plan, the Development Agreement and the frontage and intersections improvements required by Exhibit G to the Development Agreement which is attached hereto as **Exhibit C**.
- E. Maple Multi-Family Land TX, L. P., a Delaware limited partnership (“TCR”), owns certain real property located at 15560 Westminster Way N. within the CRA in the area commonly referred to as the Westminster Triangle (the “Alexan Property”), on which TCR is developing a multi-family apartment project (the “Alexan Project”).
- F. MGP is in process of receiving entitlements for Shoreline Place but is not anticipating construction until 2020.
- G. The City and TCR entered into a Right of Way Improvement Phasing Agreement pursuant to which TCR is constructing alternative frontage improvements that abut

Westminster Way “in lieu” of the required standard frontage improvements along TCR's own property in a cost equal to the required standard frontage improvements. TCR's scope of work for the alternative improvements includes work within the right-of-way up to MGP's property line, including certain improvements along and within the Westminster Way N. right-of-way. Pursuant to the Development Agreement, MGP is responsible for its proportionate share of the improvements shown on **Exhibit C**, including those improvements which would have been its standard frontage improvements had they not been constructed by TCR pursuant to the Alexan ROW Phasing Agreement. The City is phasing its CIP improvements in coordination with these alternative frontage improvements. TCR's “in lieu” alternative frontage improvements are shown on **Exhibit D** and on **Exhibit E** (north of Station 109+00). MGP added a turn lane and extended the frontage improvements after the City was at 90% design of the City's CIP improvements. These additional improvements are being added to the City Project and are identified separately in **Exhibit C**.

- H. The City determined that the phased improvements described in the Alexan ROW Phasing Agreement were in the public interest because they would: coordinate the design and construction of the City's CIP improvements with the Alexan Property alternative frontage improvements; enhance traffic operations and circulation during the construction of the phased improvements; increase traffic safety; decrease overall disruption to the public from the phased improvements; allow for additional coordination with other upcoming CRA projects; advance the vision of the CRA; and satisfy requirements of the Planned Action.
- I. A stormwater line that was constructed prior to Shoreline's municipal incorporation that primarily serves property other than the MGP Property is located on the MGP Property adjacent to Westminster Way N. without an express easement. The Stormwater Line, if it were to remain operating in place, would inhibit the ability to fulfill the vision of the CRA which calls for a more pedestrian-friendly environment with enhanced pedestrian connections and gathering areas and retail and residential frontage along Westminster Way N. Relocation will benefit the Parties by implementing the CRA vision, activating the pedestrian environment on Westminster Way N., making the Stormwater Line more accessible, and resolving the encroachment.
- J. A stormwater line relocation will be included in the contract for the City Project.
- K. A sewer line running in a SW/NE direction to the west of Westminster Way N. through the MGP Property serving various property owners also needs to be relocated to accommodate redevelopment of the MGP Property consistent with the CRA vision. MGP desires to include portions of the Sewer Line relocation in the contract for the City CIP Project.
- L. A water line within Westminster Way N. will be constructed by TCR as part of the development of the Alexan Property. Water line extensions from that water main to the MGP Property are desired to accommodate redevelopment of the MGP Property consistent with the CRA vision. MGP desires to include portions of the Water Line Extensions in the contract for the City Project.

- M. The City agrees to expand the scope of the contract for the City Project to include the Sewer Line relocation and Water Line Extensions.
- N. The Parties agree that coordination and consolidation of these improvements into a single construction contract will decrease overall disruption to the public from the right-of-way improvements and be a more cost-effective approach for all Parties than subsequently excavating within Westminster Way N. to complete the Stormwater and Sewer Line relocations and Water Line Extensions at a later time in a separate project.
- O. The Parties wish to identify responsibilities for the Stormwater Line relocation, Sewer Line relocation, and Water Line Extensions, and for implementation of the intersection and frontage improvements required by the Development Agreement for the MGP Property.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual undertakings and promises contained herein, and the benefits to be realized by each Party and in future consideration of the benefit to the general public by this Agreement, the Parties agree as follows:

**Section 1. DEFINED TERMS.** Each defined term in this Agreement shall have the meaning ascribed to that term in this Section 1 unless otherwise defined in this Agreement:

“Agreement” means this Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions.

“Alexan Property” means the property located at 15560 Westminster Way N., Shoreline, Washington 98133, in the area commonly referred to as the Westminster Triangle.

“Alexan ROW Phasing Agreement” means the Right of Way Improvement Phasing Agreement between the City and TCR dated September 20, 2018.

“CIP” means the City Capital Improvement Plan.

“City CIP Project” means those certain City improvements to Westminster Way N. and to N. 155<sup>th</sup> Street included in the 2019 - 2024 CIP and scheduled for 2020.

“City Project” means the City CIP Project with the addition of the Relocation Project and the MGP Turn Lane Project shown in **Exhibits C and F**.

“CRA” means the Aurora Square Community Renewal Area.

“Development Agreement” means the September 30, 2019 Development Agreement between the Parties approved by the City Council on September 9, 2019 by Resolution 441.

“MGP Frontage Improvements” means the frontage improvements shown on **Exhibit C**.

“MGP Property” means the property legally described in **Exhibit A** and depicted **Exhibit B**.

"MGP Turn Lane Project" means MGP's southbound right turn lane on Westminster Way N. at

155<sup>th</sup> Street N., the Block F frontage on Westminster Way N. and additional frontage improvements within the limits of the City Westminster Way N. and N. 155<sup>th</sup> Street Intersection Project identified on **Exhibit C**.

“Planned Action” means the Aurora Square CRA Planned Action.

“Relocation Project” means relocation of the City Stormwater Line and the Sewer Line serving various property owners in the CRA from the MGP Property to the Westminster Way N. right-of-way and Water Line Extensions from the TCR constructed water line in Westminster Way N. to the MGP Property as shown on **Exhibit F**. The Sewer Line will become a RWD asset and the Water Line will become a Seattle Public Utility Asset.

“RWD” means the Ronald Wastewater District.

“SMC” means the Shoreline Municipal Code.

“Stormwater Line” means the stormwater line currently located on the MGP Property to be located into the Westminster Way N. right-of way, shown in **Exhibit F**.

“Sewer Line” means the sewer line currently located on the MGP Property to be located into the Westminster Way N. right-of-way, shown in **Exhibit F**.

“TCR” means Maple Multi-Family Land TX, L. P., a Delaware limited partnership.

“Water Line Extensions” means water line extensions from the TCR constructed water main in Westminster Way N. to the MGP Property and a water main extension in Westminster Way N. to the southern boundary of MGP’s Block F property, shown in **Exhibit F**.

## **Section 2. CITY PROJECT.**

**A. City Project.** The Parties acknowledge that the improvements to Westminster Way N. and to the N. 155<sup>th</sup> Street intersection, Stormwater Line and Sewer Line relocation and the Water Line Extensions are to be included in the City Project construction documents and constructed by the City’s Contractor. MGP and the City agree to work collaboratively on design and construction of these improvements. Should MGP desire additional improvements that cannot be included in the City Project, MGP will be responsible for their cost and their construction.

1. MGP will be responsible for the cost of the following work to be completed as components of the City Project:
  - i. The cost of MGP Frontage Improvements.
  - ii. The MGP Turn Lane Project.
  - iii. The Sewer Line Relocation.
  - iv. The Water Line Extensions.
  - v. The signal system improvements shown on **Exhibit C** that are included within the scope of City’s Westminster Way N. and N. 155<sup>th</sup> Street Intersection Improvement Project limits.
2. The City is responsible for the cost and construction of the following components of the City Project:
  - i. Stormwater Line Relocation.
  - ii. The 155<sup>th</sup> Street and Westminster Way intersection improvements (excluding those set out in Section 2.A.1.v above).



iii. All other components of the City Project not listed in Section 2.A.1.

**B. Design.**

1. The City's Civil Engineer has designed the City CIP Project.
2. MGP's Civil Engineer will develop and/or coordinate with the City's Civil Engineer the design of the MGP Turn Lane Project.
3. MGP's Civil Engineer will complete the design of the Stormwater and Sewer Line relocations and Water Line Extensions.
4. MGP's Civil Engineer will coordinate with the City's Civil Engineer to incorporate the design of the Stormwater Line, Sewer Line, Water Line Extensions and the MGP Turn Lane Project into the City Project contract documents.
5. The City Project contract package will contain separate schedules for tracking the work and associated costs of: a) MGP Frontage Improvements, the MGP Turn Lane Project and the Signal System improvements. b) Stormwater Line relocation; c) Water Line Extensions and Sewer Line Relocation;
6. The City will review and ensure the City Project contract documents encompass the projects described in Section 2.B.4 and advertise the project for bids.

**C. Permitting.**

1. As a City Capital project, the design and construction of the work to be included in the City Project do not require a City Right-of-Way permit but will require review and approval of the design of the utility infrastructure by the appropriate utility provider.
2. The Sewer Line relocation requires a permit from RWD in accordance with the RWD's Developer Extension Agreement. MGP will be responsible for obtaining the permit from RWD. The permit conditions and requirements will be included as part of the City contract package.
3. The Water Line Extensions require a permit from Seattle Public Utilities in accordance with the Seattle Public Utilities requirements. MGP will be responsible for obtaining the permit from Seattle Public Utilities. The permit conditions and requirements will be included as part of the City contract package.

**D. Easements and Dedication.** To the extent permitted by current easement and other restrictions affecting the MGP Property, MGP will grant to the City temporary construction easement(s), permanent easement(s), and a Right-of-Way dedication for public infrastructure on or using the MGP Property. The consideration for the easements and dedication shall be the entering into of this Agreement.

1. Subject to the proviso in Section 2.D, MGP shall grant to the City a Temporary Construction Easement as generally shown on **Exhibit G** for public infrastructure identified in this Agreement on or using the MGP Property. The Temporary Construction Easement will also allow TCR to construct its "in lieu" alternative frontage improvements along Westminster Way N. adjacent to the MGP Property and will include language regarding minimizing and mitigating traffic impacts on Shoreline Place tenants during construction. The Temporary Construction Easement will be developed by MGP and recorded by MGP by November 15, 2019. A draft of

- the Temporary Construction Easement will be developed by MGP and submitted to the City for review by November 1, 2019.
2. Subject to the proviso in Section 2.D, MGP shall grant to the City a Right of Way dedication for the MGP Turn Lane Project by November 15, 2019. A draft of the Right-of-Way dedication will be developed by MGP and submitted to the City for review by November 1, 2019.
  3. MGP shall grant to the City permanent Stormwater Line Easement for the Stormwater Line remaining on MGP property in the vicinity of N. 155<sup>th</sup> Street and N. 157<sup>th</sup> Street by November 15, 2020. A draft of the permanent Stormwater Line Easement will be developed by MGP and submitted to the City for review by November 1, 2020. The final easement will be recorded after all construction is complete.

**E. Construction.**

1. The City will advertise for bid the construction of the City Project in conformance with public works bidding requirements.
2. MGP will be invited to attend construction meetings to, at a minimum, monitor contract progress, coordinate issues between the projects, review and provide input on changes in construction affecting the Stormwater Line relocation, Sewer Line relocation, Water Line Extensions and MGP Turn Lane Project and review for approval associated contract change orders and to monitor the City Project for issues may affect the MGP Property and implementation of the Development Agreement. MGP agrees to attend construction meetings when requested by the City to discuss specific issues.
3. MGP's Engineer will timely respond to Requests for Information on all work that MGP's Engineer designed.

**F. Costs.**

1. Design
  - i. The City has funded design of the City Westminster Way N. and N. 155<sup>th</sup> Street Intersection Project.
  - ii. MGP has separately funded design of MGP Turn Lane Project into the City Project.
  - iii. MGP has separately funded design of MGP's Sewer Line relocation and the Water Line Extensions into the City Project.
  - iv. The City agree to reimburse MGP their costs to design the Stormwater Line relocation.
  - v. MGP shall fund incorporation of the City's Stormwater Line relocation and MGP's Sewer Line relocation and the Water Line Extensions into the City Project.
  - vi. The City shall fund quality control review of the City Project construction bid package.
2. Construction
  - i. The City's contract package will contain separate schedules for tracking the costs of: a) intersection improvements; b) Stormwater Line Relocation; c) Water Line Extensions and Sewer Relocation.

- ii. MGP and the City shall agree to a reasonable distribution of generalized costs for items such as mobilization, traffic control, trenching, restoration and paving prior to award of the City Project construction contract.
  - iii. The City shall perform construction inspection and administration. The City and MGP shall agree to a reasonable distribution of these costs prior to award of the City Project construction contract.
  - iv. MGP shall pay the costs associated with certain improvements as follows:
    - a. MGP shall pay to the City the costs associated with MGP's Sewer Line Relocation and Water Line Extensions included in the City's contract based upon the bid amounts and change orders at the time of construction.
    - b. MGP will pay to the City the full amount of the costs associated with the Intersection Improvements on **Exhibits C and E** included in the City Project based upon the bid amounts and change orders at the time specified in the Development Agreement.
3. Determination of reimbursement of MGP frontage built by TCR north of Station 109+00 (see **Exhibit E**)
- i. MGP will pay to the City the full amount of the costs of frontage improvements north of Station 109+00 based upon the quantities and an extension of agreed unit prices and associated general costs. The total reimbursement will be agreed upon by December 16, 2019.
  - ii. Payment will be made at the time specified in the Development Agreement.
4. Decommissioning of Stormwater Line
- a. MGP is responsible for decommissioning the Stormwater Line.
  - b. MGP agrees to offset the cost of decommissioning the Stormwater Line against a portion of the City's cost for the design of the City CIP project.

**G. Escrow Account and Payments.**

- 1. Prior to award of the City Project construction contract, the City and MGP will set up an escrow account to facilitate MGP payments to the City.
- 2. Within thirty (30) days following bid opening, but not before January 1, 2020, MGP will deposit one hundred and ten percent (110%) of the cost of the work specified in Section 2.F.2.iv.a based upon the actual bid amounts.
- 3. The City will draw on the escrow account to pay for the work specified in Section 2.F.2.iv.a based upon monthly construction invoices.
- 4. Within sixty days of final contract acceptance or when actual costs of work associated with the work specified in Sections 2.F.2.iv.a are known, the City and MGP will audit the accounting for the work and reconcile the escrow account and if any additional monies are due to the City, MGP will pay those monies to the City within thirty (30) calendar days, any remaining funds will be returned to MGP within twenty (20) calendar days.

**H. Dispute Resolution of Costs.** If MGP and the City are unable to agree to a reasonable distribution of generalized costs or contract change order amounts, they shall commission a third-party cost estimator whose opinion shall be considered in negotiation prior to going to mediation. The Parties shall each be responsible for one half of the total cost of the third-party cost estimator's services.

**Section 3. DESIGN STANDARDS.**

**A. Design Standards.** The work outlined in **Exhibits E and F** shall conform to the following plans, standards and guidelines:

1. City of Shoreline Municipal Code.
2. City of Shoreline Engineering Development Manual.
3. City of Shoreline Standard Details.
4. Washington State Department of Transportation Standard Plans and Specifications for Road, Bridge, and Municipal Construction (most recent addition with any published amendments).
5. City of Shoreline Comprehensive Plan.
6. City of Shoreline Transportation Master Plan.
7. City of Shoreline Surface Water Master Plan.
8. Washington State Department of Ecology Criteria for Sewage Works Design.
9. Other Industry design standards as outlined in the aforementioned documents.

**Section 4. MISCELLANEOUS.**

**A. Authority.** Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Party and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties and will constitute as against each Party a valid, legal and binding obligation that will be enforceable against each Party in accordance with the terms herein.

**B. Time of the Essence.** Time is of the essence in this Agreement.

**C. Headings.** Any titles or sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**D. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in King County Superior Court.

**E. Mediation.** Subject to the prior procedure set out in 2.H, the Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties cannot agree on a mediator, a mediator shall be designated by the American Arbitration

Association. Any mediator so designated must be acceptable to the Parties. The mediation will be conducted in King County, Washington. Any Party may terminate the mediation at any time. All communications during the mediation shall be confidential and shall be treated as settlement negotiations for the purpose of applicable rules of evidence, including Evidence Rule 408. However, evidence that is independently admissible shall not be rendered inadmissible by nature of its use during the mediation process. The mediator may not testify for either Party in any subsequent legal proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The cost of any mediation proceedings shall be shared equally by the Parties. Any cost for a Party's legal representation during mediation shall be borne by the hiring Party. If the Parties are unable to resolve the dispute after utilizing the methods set forth in this Section, then either Party may seek to enforce the provisions of this Agreement through any method afforded by law.

- F. Remedies.** Each Party shall have all available remedies at law or in equity to recover damages and compel the performance of the other Party pursuant to this Agreement. The rights and remedies afforded under this Agreement are not exclusive and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by either Party of one or more of such remedies shall not preclude the exercise by it, at the same or different time, of any such other remedy for the same default or breach of any of its remedies for any other default or breach by the other Party, including, without limitation, the right to compel specific performance.
- G. Attorneys' Fees.** In any action to enforce or determine a Party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.
- H. Indemnification/Hold Harmless.** MGP shall defend, indemnify, and hold the City, its officers, officials, employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of MGP, its agents, or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City shall defend, indemnify, and hold MGP, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the City, its agents, or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of MGP. The City of Shoreline is a member of the Washington Cities Insurance Authority (WCIA), a self-insurance risk pool, as such, contractor cannot be named as an additional insured. The City shall provide a written acknowledgement/certification of current membership.
- I. Binding Effect; Assignability.** This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

- J. No Third-Party Beneficiary Rights.** This Agreement is entered into for the benefit of the Parties only and shall confer no benefits, direct or implied, on any third persons.
- K. Cooperation in the Event of a Legal Challenge.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending such action.
- L. Other Necessary Acts.** Each Party shall execute and deliver to the other all such further instruments and documents and take such additional acts as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party the full and complete enjoyment of rights and privileges hereunder.
- M. Interpretation of Agreement.** This Agreement is the result of arm's length negotiations between the Parties and shall not be construed against any Party by reason of its preparation of this Agreement.
- N. Severability.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this Agreement should and/or must be defeated, invalidated or voided.
- O. Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.
- P. Counterparts.** This Agreement may be signed in any number of identical counterparts, each of which shall be considered an original even if it is transmitted by electronic means and taken together those identical counterparts will be considered to constitute one and the same instrument. The Effective Date of this agreement shall be the date when the last representative of the City and/or MGP executes and transmits a copy of the signed Agreement to the other Party.
- Q. Full Understanding.** The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.
- R. Final and Complete Agreement.** This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to this Agreement and may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No

Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

- S. Interpretation.** This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.
- T. Default/Notices.** If either Party breaches its obligations under this Agreement, the non-breaching party shall give the breaching party written notice of such breach and the opportunity to cure such breach for a period of thirty (30) days after delivery of the notice of breach. All notices which may be or are required to be given pursuant to this Agreement shall be in writing and delivered to the parties at the following addresses:

To City:

CITY OF SHORELINE  
Attn: Debbie Tarry  
City Mangers Office  
17500 Midvale Avenue N  
Shoreline, WA 98133  
phone 206-801-2211  
Email dtarry@shorelinewa.gov

With copy to:

Margaret J. King  
Attn: Office of the City Attorney  
17500 Midvale Avenue N  
Shoreline, WA 98133  
phone 206-801-2221  
mking@shorelinewa.gov

To MGP:

MGP XII SB AURORA, LLC  
c/o Merlone Geier Partners  
Attn.: Jamas Gwilliam  
4365 Executive Drive, Suite 1400  
San Diego, CA 92121  
phone: 858-259-9909  
Email: jgwilliam@merlonegeier.com

With a copy to:

Alison Moss  
Schwabe Williamson & Wyatt  
1420 5<sup>th</sup> Ave., Suite 3400  
Seattle, WA 98101  
phone: 206-407-1563  
AMoss@SCHWABE.com

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) days after deposit, postage prepaid in the U.S. mail, (b) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered when actually delivered pursuant to the records of such courier, or (c) sent by email or facsimile transmission to the Party with a copy to the person provided above, receipt of which has been confirmed by telephone, and by regular mail, in which case notice shall be deemed delivered on the next business day following confirmed receipt, or (d) hand delivered, in which case notice shall be deemed delivered when actually delivered. Any notice given by counsel to a Party shall have the same effect as if given by such Party. The above addresses and phone numbers may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**CITY OF SHORELINE,**  
a Washington municipal corporation

By: Debbie Tarry  
Its: City Manager

**MGP XII SB AURORA, LLC**  
a Delaware limited liability company

By: Merlone Geier XII, LLC,  
A California limited liability company

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

Reviewed and Approved as to Form:

By: Margaret J. King  
City Attorney



**City of Shoreline**

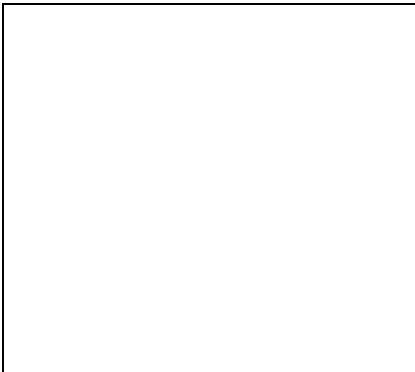
STATE OF WASHINGTON )

) 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 was 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 the instrument.

Dated: \_\_\_\_\_, 2019.



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

*[Acknowledgments follow]*

**Developer**

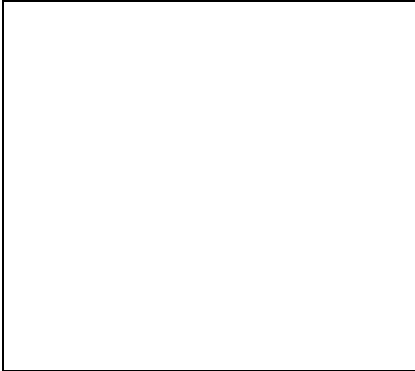
STATE OF WASHINGTON )

) 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/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Merlone Geier XII, LLC, a California limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2019.



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBITS**

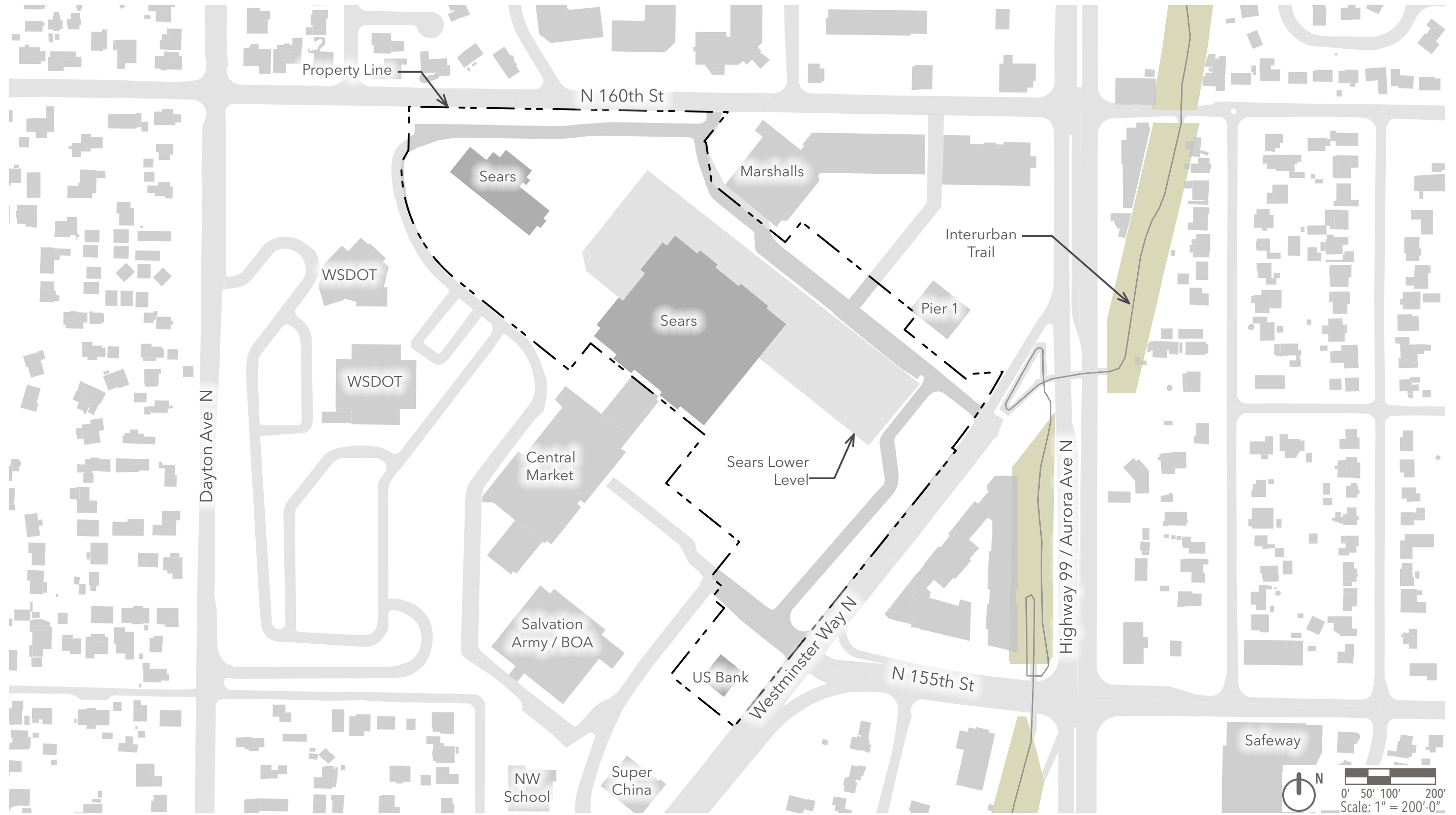
- A. Legal Description of MGP Property (Ex. A from Development Agreement)
- B. Depiction of MGP Property (Ex. B from Development Agreement)
- C. MGP's Frontage Improvements (Ex. G from Development Agreement)
- D. TCR's In Lieu Improvements (Fig. 3 in Alexan ROW Phasing Agreement)
- E. MGP's Funding Responsibility on Westminster Way N. Frontage and Intersection Improvements
- F. Relocation of Stormwater and Sewer Line and Water Line Extensions
- G. Temporary Construction Easement Drawing

**Legal Description**

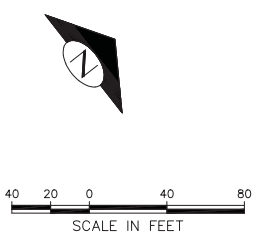
**LOT 2 OF KC SHORT PLAT #685084 REC #8603181210 LESS POR DAF - BEG AT NELY COR OF SD LOT 2 TH W ALG NLY LN OF SD LOT 2 89.49 FT TH S 37-27-53 W 82 FT TH S 52-32-07 E 5 FT TH S 09-08-56 E 89.44 FT TH N 37-27-53 E 197.69 FT TO POB & LESS POR DAF-BEG AT MOST SLY COR OF LOT 1 OF SD SP TH N 84-33-29 W 65.25 FT TO TPOB TH N 52-32-07 W 130 FT TH N 37-27-53 E 25 FT TH N 52-32-07 W 47 FT TH S 37-27-53 W 43 FT TH S 52-32-07 E 177 FT TH N 18 FT TO TPOB SD SP DAF - POR OF S 1/2 OF NW 1/4 & NE 1/4 OF SW 1/4 DESC AS FLS - BAAP ON SLY MGN OF N 160TH ST 453.20 FT E OF C/L OF DAYTON AVE N TH E ALG SD SLY MGN 1425.73 FT TO WLY MGN OF WESTMINSTER WY N TH ALG SD WLY MGN S 01-09-30 E 47.45 FT TH S ALG CRV TO RGT RAD OF 1081.27 FT ARC DIST 729.39 FT TH S 52-30-30E 10 FT TH S 37-29-30 W 773.52 FT TO NELY MGN OF PLAT OF AURORA SQUARE TH ALG SD PLAT N 52-33-49 W 179.32 FT TH N 37-26-11 E 188.31 FT TH N 52-31-47 W 35.05 FT TH N 37-28-13 E 34.00 FT TH N 52-31-47 W 30.00 FT TH N 37-28-13 E 99.50 FT TH N 52-31-47 W 205.00 FT TH N 37-28-13 E 135.50 FT TH N 52-31-47 W 320.00 FT TH S 37-28-13 W 75.00 FT TH N 52-31-47 W 148.00 FT TO MOST NLY COR OF SD PLAT TH N 52-32-02 W 168.87 FT TO BEG OF CRV TO RGT RAD 320.00 FT ARC DIST 291.64 FT TH N 28-00-00 E 31.76 FT TH N 00-18-57 W 95 FT M/L TO BEG - AKA LOT B OF KC LOT LN ADJ #8701010 APPROVED 1-22-87**

**(Parcel No. 182604-9014)**

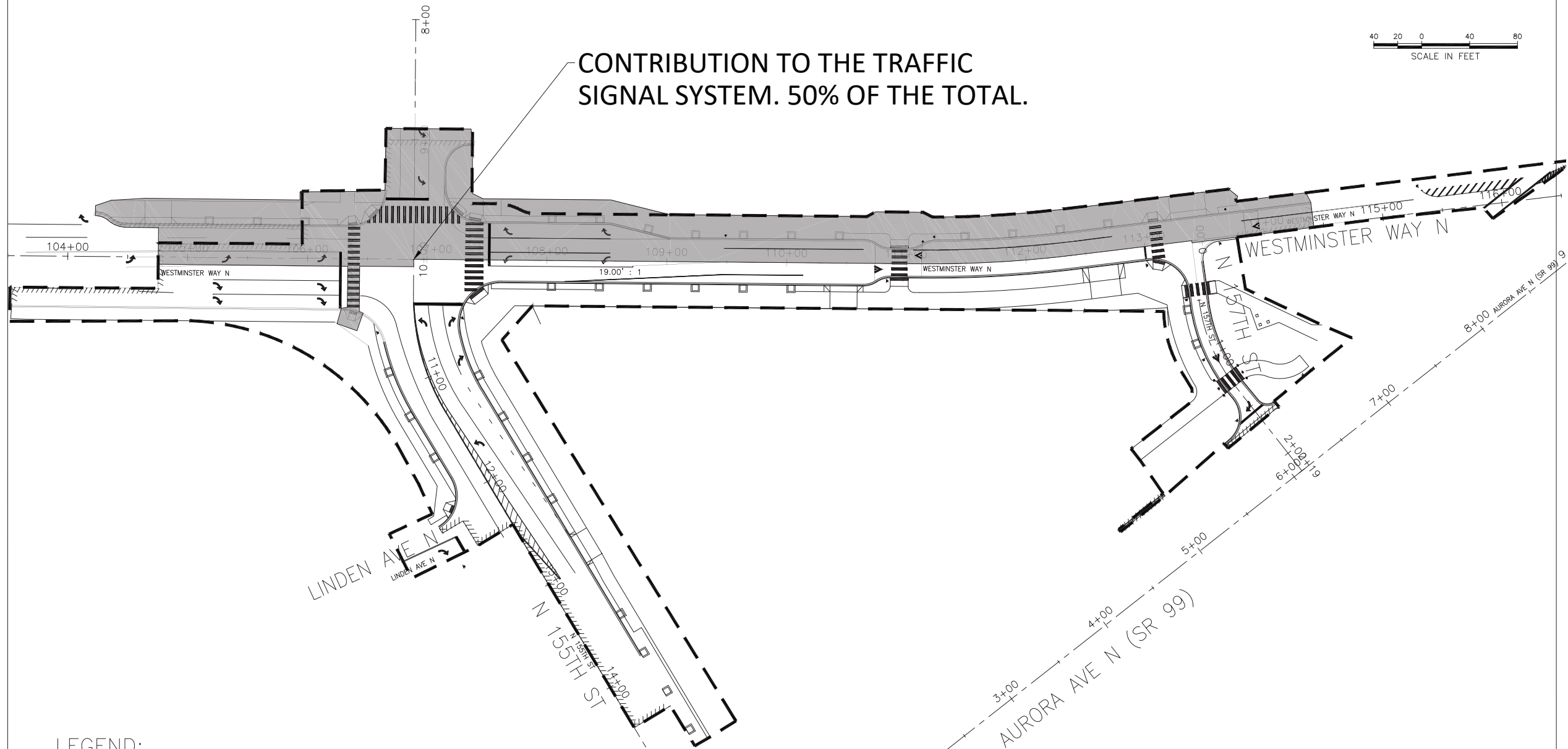
# EXISTING SITE PLAN





# WESTMINSTER WAY TRANSPORTATION IMPROVEMENTS



CONTRIBUTION TO THE TRAFFIC SIGNAL SYSTEM. 50% OF THE TOTAL.

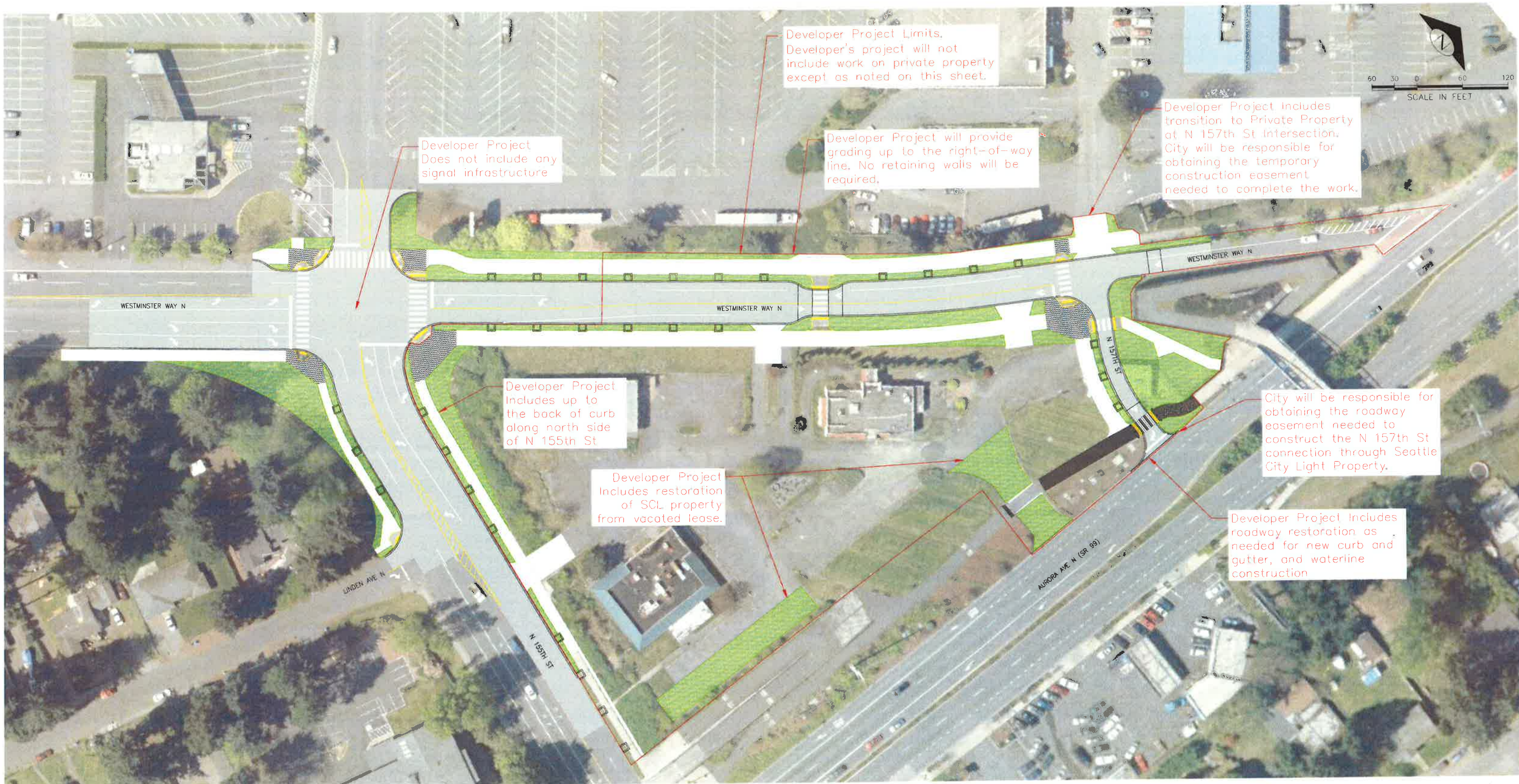


**LEGEND:**

-  WESTMINSTER WAY N AND N 155TH ST INTERSECTION IMPROVEMENTS PROJECT LIMITS
-  MERLONE GEIER PARTNERS PORTION OF IMPROVEMENTS

# FIGURE 3: SCOPE OF IMPROVEMENTS – DEVELOPER PROJECT

Exhibit D



Developer Project to be constructed after the Completion of the City Project



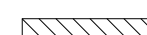
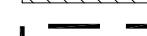
Project Elements, schedule, and limits are approximate.

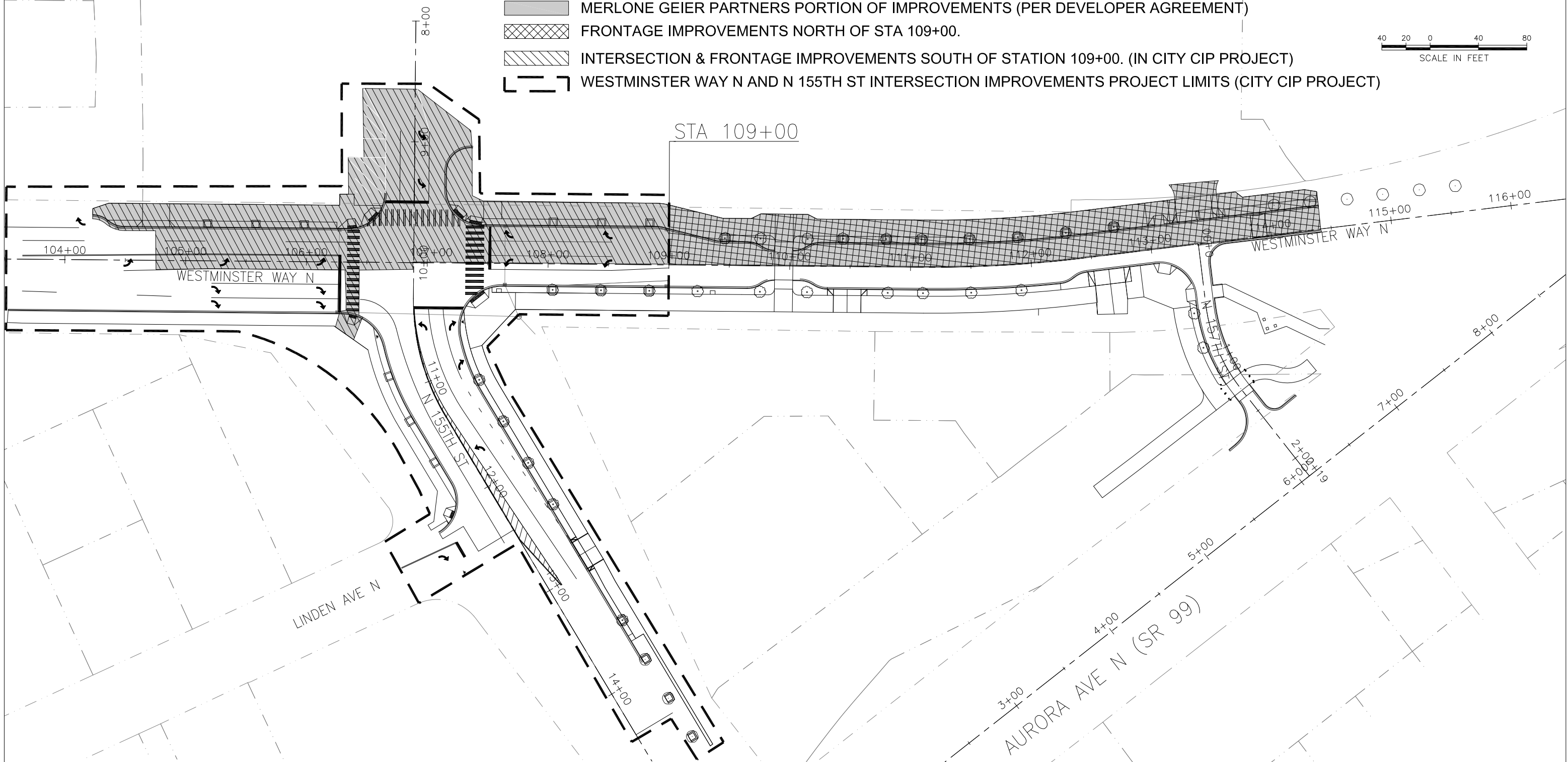
# MGP FUNDING RESPONSIBILITY ON WESTMINSTER WAY N. FRONTAGE & INTERSECTION IMPROVEMENTS

Exhibit E



**LEGEND:**

-  MERLONE GEIER PARTNERS PORTION OF IMPROVEMENTS (PER DEVELOPER AGREEMENT)
-  FRONTAGE IMPROVEMENTS NORTH OF STA 109+00.
-  INTERSECTION & FRONTAGE IMPROVEMENTS SOUTH OF STATION 109+00. (IN CITY CIP PROJECT)
-  WESTMINSTER WAY N AND N 155TH ST INTERSECTION IMPROVEMENTS PROJECT LIMITS (CITY CIP PROJECT)



**NOTES:**

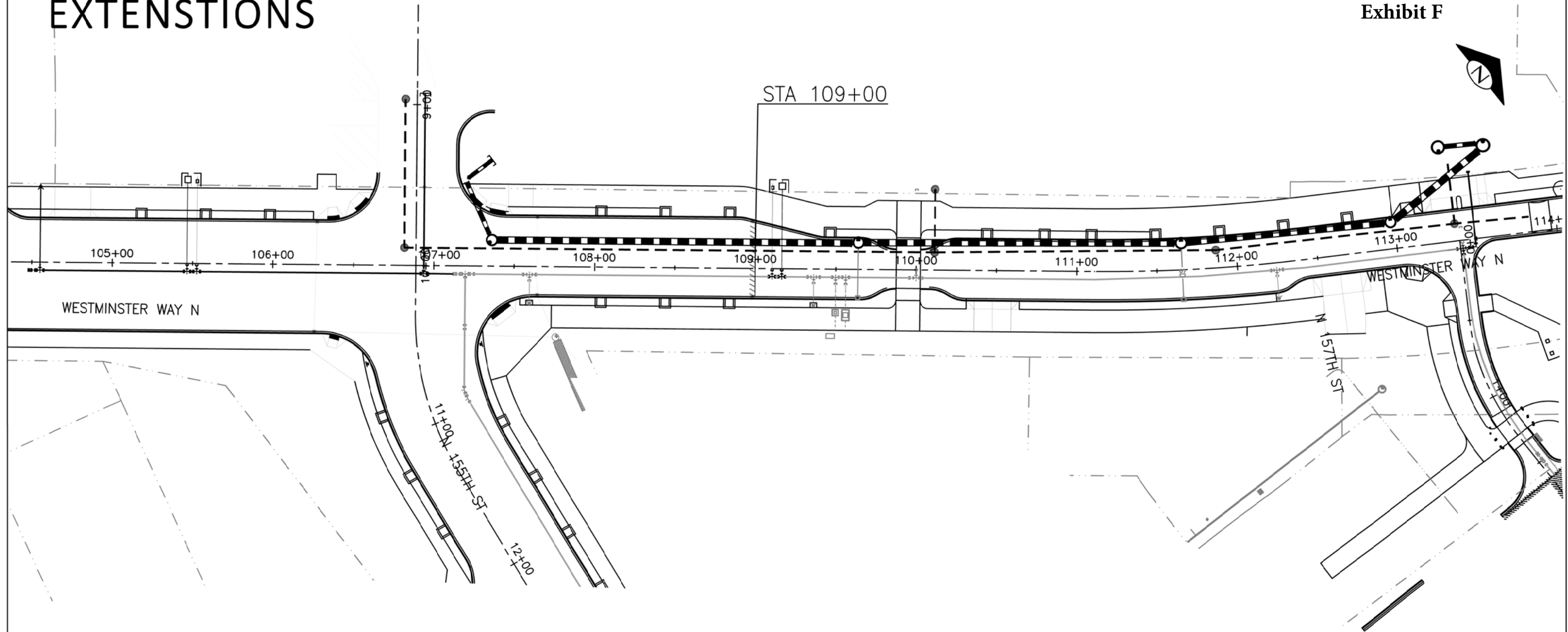
1. 50% OF SIGNAL SYSTEM PAID BY MGP.

DIAGRAMATIC - FOR DESIGN & CONSTRUCTION RESPONSIBILITY






# RELOCATION OF STORMWATER AND SEWER LINES AND WATER LINE EXTENSTIONS

Exhibit F



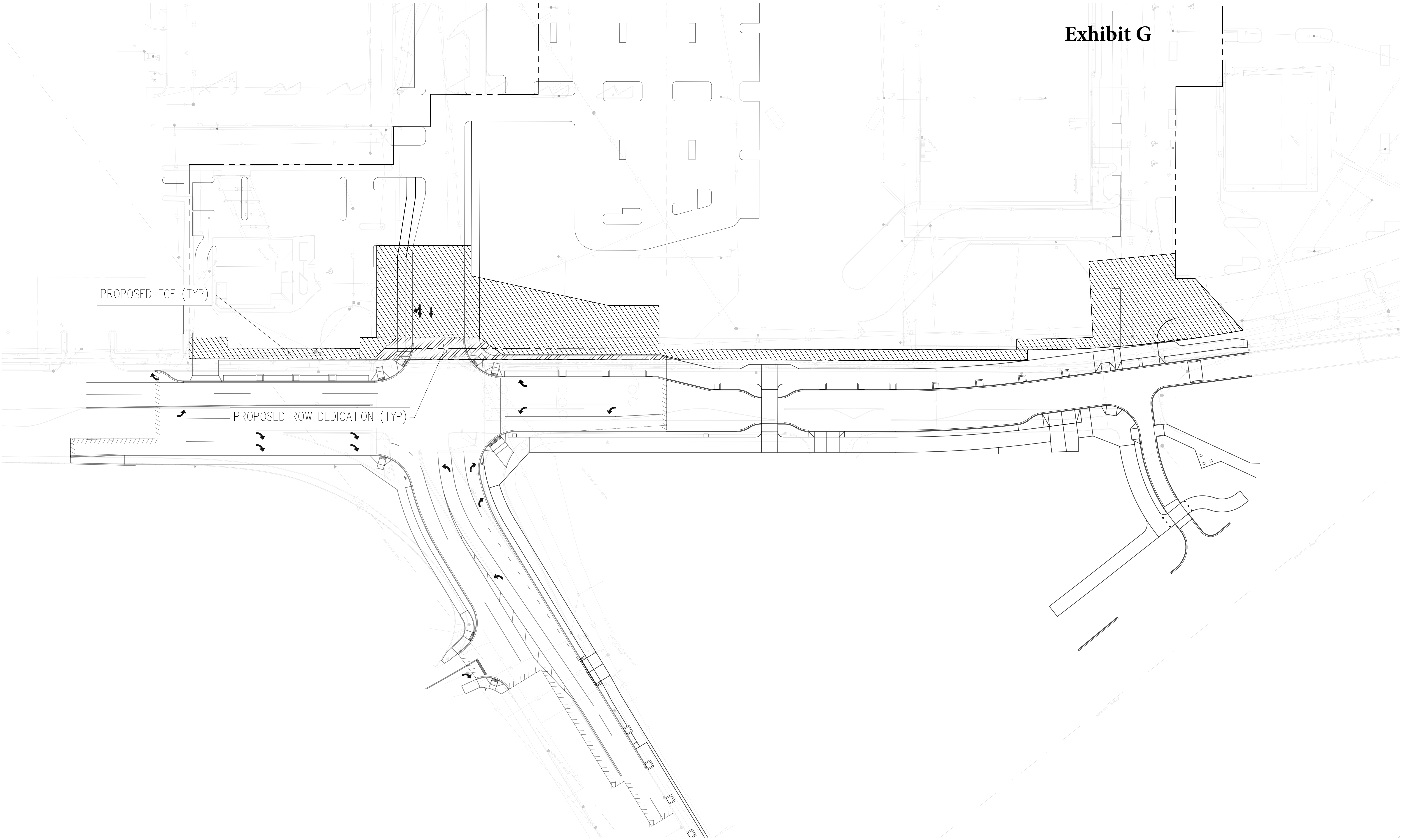
### LEGEND:

-  STORMWATER LINE RELOCATION PROJECT (CITY)
-  SEWER LINE RELOCATION PROJECT (MGP)
-  WATER LINE EXTENSTIONS (MGP)

NOT TO SCALE

DIAGRAMATIC - FOR DESIGN & CONSTRUCTION RESPONSIBILITY

**Exhibit G**



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

<b>AGENDA TITLE:</b>	Public Hearing on the 2019-2020 Biennial Budget and the 2019-2024 Capital Improvement Plan Mid-Biennium Update
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Sara Lane, Administrative Services Director Rick Kirkwood, Budget & Tax Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

State law requires that a mid-biennial review be completed during the first year of the biennium between September 1 and December 31. At the October 21, 2019 City Council Regular Meeting, the City Council was presented a brief financial update, recommended adjustments to the 2019-2020 Biennial Budget, and provided information on related policy issues.

This is the first of two scheduled public hearings on the 2019-2020 Biennial Budget and the 2019-2024 Capital Improvement Plan Mid-Biennium Update required by state law (RCW 35A.34.130) for the purpose of modifying the City's biennial budget prior to the City Council's adoption of:

- Proposed Ordinance No. 872 (Attachment A) providing for the mid-biennium budget modifications, and
- Proposed Ordinance No. 873 (Attachment B) setting the 2020 regular and excess property tax levies.

Consistent with this requirement, public notice was provided on October 24, 2019 of the public hearing on the City Council's consideration of a mid-biennial budget update. This public hearing is an opportunity for residents and other stakeholders to provide input on the mid-biennium budget update, including all proposed levies, taxes, fees, and rates to aid the City Council and City management in updating the City's 2019-2020 Biennial Budget and 2019-2024 Capital Improvement Plan.

Following the public hearing, the City Council will have the opportunity to ask for additional information or discuss potential changes to the proposed mid-biennium budget modification, including all proposed levies, taxes, fees, and rates. The adjustments discussed, and feedback received, may be incorporated in proposed Ordinance Nos. 872 and 873 presented for adoption at the City Council's Regular Meeting on November 18, 2019.

**FINANCIAL IMPACT:**

The City Council adopted Ordinance No. 841, approving its first biennial budget for the 2019-2020 biennium, on November 19, 2018. The adopted biennial budget includes revenue and expenditure appropriations for the two years of the biennium for all funds. Since that time, the City Council has approved four amendments to the budget. The amended biennial budget for all funds totals \$209,744,780.

There is no financial impact associated with tonight’s public hearing and subsequent discussion; however, the public is invited to provide testimony on the operating and capital budgets as well on all levies, taxes, fees, and rates. This input may be incorporated in proposed Ordinance Nos. 872 and 873 presented for adoption at the City Council’s Regular Meeting on November 18, 2019. In the subsequent discussion, the City Council will have an opportunity to continue its review of revenues and appropriations and recommended adjustments to the budget to address various emerging issues.

If the mid-biennial budget amendments are approved as proposed, the amended biennial budget for all funds will increase by \$8,508,007 to a total of \$218,252,787. This amendment also recognizes \$7,569,450 of revenue and uses \$1,301,973 of 2018 unobligated fund balance.

**RECOMMENDATION**

Staff recommends that the City Council conduct the public hearing to take public comment on the 2019-2020 Biennial Budget and 2019-2024 Capital Improvement Plan Mid-Biennium Update. Staff recommends that the City Council present any potential budget amendments by this evening and that the City Council continue discussion on the 2019-2020 Biennial Budget and 2019-2024 Capital Improvement Plan Mid-Biennium Update.

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

## BACKGROUND

The City Council adopted Ordinance No. 841, approving its first biennial budget for the 2019-2020 biennium on November 19, 2018. The adopted biennial budget includes revenue and expenditure appropriations for both years of the biennium for all funds. Since that time, the City Council has approved four amendment to the budget. The City's budget is adopted at the fund level which sets the total biennial expenditure authority for each fund and totals \$209,744,780.

At the October 21<sup>st</sup> City Council Regular Meeting, the City Council was presented a brief financial update, recommended adjustments to the 2019-2020 Biennial Budget, and provided information on related policy issues. The link to the staff report is available here:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport102119-8a.pdf>.

This mid-biennial budget review provides an opportunity to formally review revenues and appropriations and adjust the budget as needed to address various emerging issues. The amendments proposed through this mid-biennium budget review process include requests to address issues that have emerged or are better understood than when the original budget was approved. It is important to note the distinction between a budget adjustment and an appropriation change. In simple terms, not all budget adjustments will require a change in appropriation.

For example, a budget increase that is funded from an expenditure decrease somewhere else in the budget has the effect of changing the City's spending plan but does not result in any new resources needing appropriation. In contrast, an adjustment that is funded with new internal or external revenues requires an appropriation increase to accommodate the increase in total resources.

A summary of the 2019-2020 budget modifications by fund, as reflected in proposed Ordinance No. 872, is included in the table below.

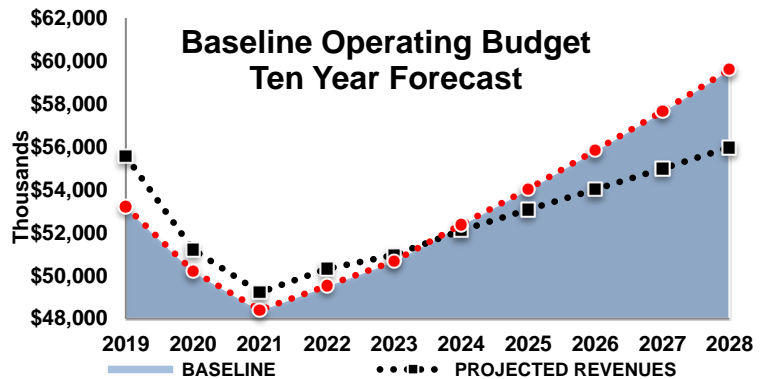
Fund	2019-2020 Current Budget (A)	Proposed Budget Amendments (B)	Amended 2019-2020 Budget (C) (A + B)
General Fund	\$98,964,663	\$2,171,352	\$101,136,015
Street Fund	3,975,505	199,709	4,175,214
Public Arts Fund	268,717	3,500	272,217
Transportation Impact Fees Fund	162,000	324,000	486,000
General Capital Fund	34,676,211	559,432	35,235,643
City Facilities – Major Maintenance Fund	288,936	490,000	778,936
Roads Capital Fund	35,116,539	4,391,167	39,507,706
Surface Water Utility Fund	19,977,236	(40,350)	19,936,886

Fund	2019-2020 Current Budget (A)	Proposed Budget Amendments (B)	Amended 2019-2020 Budget (C) (A + B)
Wastewater Utility Fund	4,931,699	2,855	4,934,554
Vehicle Operations / Maintenance Fund	1,088,547	17,670	1,106,217
Equipment Replacement Fund	921,829	388,672	1,310,501
All Other Funds	9,372,898	0	9,372,898
<b>Total</b>	<b>\$209,744,780</b>	<b>\$8,508,007</b>	<b>\$218,252,787</b>

If the mid-biennial budget modification ordinance is approved as proposed, total adjustments result in a net budget increase (appropriation change) of \$8,508,007 to a total of \$218,252,787. This amendment also recognizes \$7,569,450 of revenue and uses \$1,301,973 of 2018 unobligated fund balance.

The updated 10 Year Financial Sustainability Model chart reflects the impacts of all ongoing revenues and expenditures, including those proposed in the mid-biennial budget modification, throughout the forecast for the City’s operating budget (General and Street Funds). This forecast does not reflect a renewal of the regular property tax levy lid lift for 2023-2028.

Based upon this update, the City’s budgets are forecast to be balanced through 2023. This is an improvement from the forecast prepared for the 2019-2020 proposed budget, which forecast the budgets to be balanced through the 2021-2022 biennium.



Proposed Ordinance No. 872 (Attachment A) will amend the 2019-2020 biennial budget to provide appropriations for the mid-biennium budget modifications and adopt the 2020 Fee Schedules (Exhibit A); the 2020 Range Placement Table for non-exempt and exempt staff (Exhibit B); and, the 2020 Extra Help Range Placement Table (Exhibit C). Proposed Ordinance No. 873 (Attachment B) will set the 2020 regular and excess property tax levies for the City of Shoreline. Adoption of these ordinances is scheduled for November 18, 2019.

**DISCUSSION**

The purpose of tonight’s public hearing is to enable the City Council and City management to hear public comment prior to adoption of the City’s 2019-2020 Budget and 2019-2024 Capital Improvement Plan (CIP) Mid-Biennium Budget Update. Following the public hearing, this staff report will support the City Council’s discussion of the 2019-2020 Biennial Budget and 2019-2024 Capital Improvement Plan Mid-Biennium

Update prior to the scheduled adoption on November 18. For information about the possible increases in property tax revenues and proposed changes to the fee schedules in the 2019-2020 Biennial Budget, please refer to the other Public Hearing staff report being discussed tonight, which focuses on 2020 regular and excess property tax levies and other revenues.

### **Classification and Compensation Program**

Attachment A, Exhibits B and C present the draft proposed 2020 Range Placement Table for non-exempt and exempt staff and Extra Help Range Placement Table in accordance with the City's Compensation Plan, respectively. Because the actual Consumer Price Index increase matches that projected in the 2020 salary table, there are no salary changes needed to the Range Placement Table for non-exempt and exempt staff or to the Extra Help Range Placement Table. However, there are some recommended position title changes and the proposed creation of two new position classifications that are reflected in the salary tables. Human Resources performed a compensation review for each proposed change to ensure that compensation was in accordance with the City's compensation policy. These changes are reflected by ~~strike through~~ and **bold** edits in the Range Placement Table for non-exempt and exempt staff. The classification changes requested can be absorbed within current budget appropriations; therefore, they do not require a budget amendment. However, the salary table changes will be adopted through the mid-biennium amendment Ordinance.

### **Proposed Mid-Biennium Budget Modifications**

At the October 21<sup>st</sup> City Council Regular Meeting, the City Council was presented a brief financial update, recommended adjustments to the 2019-2020 Biennial Budget, and provided information on related policy issues. The link to the staff report is available here:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport102119-8a.pdf>.

Proposed amendments received thus far will be reviewed and discussed during this workshop. Staff will be asking the City Council to provide individual budget amendment proposals to the City Manager by *Wednesday, November 6, 2019*. Any additional proposed amendments received by staff will need to be considered as part of the budget adoption process on November 18<sup>th</sup>.

Proposed Ordinance No. 872 (Attachment A) will amend the 2019-2020 biennial appropriations to provide for the mid-biennium budget modifications; the 2020 Fee Schedules (Exhibit A); the 2020 Range Placement Table for non-exempt and exempt staff (Exhibit B); and, the 2020 Extra Help Range Placement Table (Exhibit C).

### **Responses to City Council Questions**

As part of the City Council's fiduciary responsibilities to citizens, businesses, and other taxpayers, the Mayor and Councilmembers asked questions during the October 21<sup>st</sup> mid-biennial budget review. Staff has provided responses to the questions below.

Councilmember Roberts indicated a desire for the City to conduct additional outreach related to the 2020 census and enquired as to the cost of an additional citywide mailer. Staff estimates the cost of a mailer related to the 2020 census would be similar to the

cost of the Proposition 1 mailer sent to approximately 24,000 addresses, which totaled \$7,700.

Councilmember Roberts also asked for staff to provide the rationale for the addition of the Non-site Specific Comprehensive Plan or Development Regulation Amendment fee (3.01.010(G)(22)). This fee would be charged for a publicly initiated, non-site specific Comprehensive Plan or development code amendment such as those requested by a property owner to add an additional use to a specific zone or an advocacy group to change a Comprehensive Plan policy. It is proposed to be set at a sufficient rate that allows for reasonable cost recovery of staff's time (approximately 30 hours) required to process the request.

Below are some examples of fees charged by nearby cities:

- Bellevue: no review fees for non-site specific Comprehensive Plan amendments.
- Bremerton: \$2,500 for a Comprehensive Plan text and map amendment combo; \$1,500 for a text only amendment, plus \$320 for Environmental Review.
- Covington: \$4,293 (\$1,000 non-refundable) plus consultant costs for Comprehensive Plan amendment; \$3,679 (\$1,000 non-refundable) plus consultant costs.
- Everett: cost recovery – Comprehensive Plan text amendment; Comprehensive Plan map \$5,326 plus rezone fees (\$2,131 for first acre, \$267 each additional acre).
- Puyallup: \$1,080 filing fee plus \$250 for Environmental Review plus \$540 for companion rezone.
- Tacoma: \$1,400.
- Poulsbo: \$1,070 for Comprehensive Plan amendment.
- Pierce County: \$3,000 (\$500 non-refundable).
- Thurston County: \$4,330 base (text amendment).
- Edmonds: \$6,350 for Comprehensive Plan amendment; \$6,350 for Zoning amendment.
- Lynnwood: \$3,500.
- Lake Forest Park: \$3,000 for Comprehensive Plan amendment; \$3,500 for Zoning amendment.
- Mountlake Terrace: \$8,700 for Comprehensive Plan amendment; \$4,350 for Zoning amendment; Retainer based on an hourly rate of \$145.
- Mercer Island: \$17,249 for Comprehensive Plan amendment; \$18,580 for Zoning amendment; Initial Comprehensive Plan fee is \$1,916 with the balance charged when the item is placed onto the docket.

As an alternative to staff's proposal setting the fee to recover approximately 30 hours of staff time (\$6,000), the City Council may consider Mercer Island's approach by establishing an Initial Comprehensive Plan fee at five hours of staff time charged at the minimum hourly rate of \$204, or \$1,020, with 25 hours charged at the minimum hourly rate of \$204, or 5,100 when the item is placed onto the docket. Staff recognizes that this two-step fee will provide staff cost recovery for initial application processing but not burden the applicant if the item is not placed onto the docket. Should the City Council prefer this alternative, staff would recommend the proposed fee schedule be amended, as follows:



### 3.01.010 Planning and Community Development

<b>G. Land Use</b>	
22. Non-site Specific Comprehensive Plan or Development Regulation Amendment	\$6,000
<b>a. Application</b>	<b>\$1,020</b>
<b>b. Additional Fee if added to Docket</b>	<b>\$5,100</b>

#### FINANCIAL IMPACT

The City Council adopted Ordinance No. 841, approving its first biennial budget for the 2019-2020 biennium, on November 19, 2018. The adopted biennial budget includes revenue and expenditure appropriations for the two years of the biennium for all funds. Since that time, the City Council has approved four amendments to the budget. The amended biennial budget for all funds totals \$209,744,780.

There is no financial impact associated with tonight's public hearing and subsequent discussion; however, the public is invited to provide testimony on the operating and capital budgets as well on all levies, taxes, fees, and rates. This input may be incorporated in proposed Ordinance Nos. 872 and 873 presented for adoption at the City Council's Regular Meeting on November 18, 2019. In the subsequent discussion, the City Council will have an opportunity to continue its review of revenues and appropriations and recommended adjustments to the budget to address various emerging issues.

If the mid-biennial budget amendments are approved as proposed, the amended biennial budget for all funds will increase by \$8,508,007 to a total of \$218,252,787. This amendment also recognizes \$7,569,450 of revenue and uses \$1,301,973 of 2018 unobligated fund balance.

#### RECOMMENDATION

Staff recommends that the City Council conduct the public hearing to take public comment on the 2019-2020 Biennial Budget and 2019-2024 Capital Improvement Plan Mid-Biennium Update. Staff recommends that the City Council present any potential budget amendments by this evening and that the City Council continue discussion on the 2019-2020 Biennial Budget and 2019-2024 Capital Improvement Plan Mid-Biennium Update.

#### ATTACHMENTS

Attachment A: Proposed Ordinance No. 872 - Providing for mid-biennium budget modification and adoption of the following exhibits:

- Exhibit A: 2020 Fee Schedules
- Exhibit B: 2020 Range Placement Table for non-exempt and exempt staff
- Exhibit C: 2020 Extra Help Range Placement Table

Attachment B: Proposed Ordinance No. 873 - Setting the 2020 Regular and Excess Property Tax Levies

**ORDINANCE NO. 872**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING THE MODIFICATION OF THE 2019-2020 FINAL BUDGET, AS HAS BEEN PREVIOUSLY AMENDED; ESTABLISHING FEE SCHEDULES; ESTABLISHING JOB CLASSIFICATIONS AND PAY RANGES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the 2019-2020 Final Budget was adopted by Ordinance No. 841 and subsequently amended by Ordinance Nos. 852, 854, 855, and 861; and

**WHEREAS**, on pursuant to RCW 35A.34.130, the City conducted a mid-biennial review no sooner than eight months after the start nor later than the conclusion of the first year of the fiscal biennium; and

**WHEREAS**, the City Council held a properly noticed public hearing on November 4, 2019 on the proposed mid-biennium budget modification; and,

**WHEREAS**, the City Council has considered the proposed mid-biennium budget modification and has considered any and all comments received from the public, written or oral, with regard to such proposed mid-biennium budget modification; and

**WHEREAS**, the City of Shoreline is required by RCW 35A.33.075 to include all revenues and expenditures for each fund in the adopted budget and, therefore, the 2019-2020 Final Budget, as amended, needs to be amended to reflect the increases and decreases to the City's funds; and

**WHEREAS**, the City Council finds that the proposed adjustments to the Biennial Budget for 2019-2020 reflect revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and

**WHEREAS**, the City Council desires to adopt the modification to the 2019-2020 Final Budget;

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

**Section 1. Amendment – 2019-2020 Final Budget.** The City hereby amends the 2019-2020 Final Budget according to the mid-biennium budget modification by increasing appropriations, as follows:

<b>Fund</b>	<b>Current Appropriation</b>	<b>Revised Appropriation</b>
General Fund	\$98,964,663	<b>\$101,136,015</b>
Street Fund	3,975,505	<b>4,175,214</b>
Code Abatement Fund	200,000	200,000
State Drug Enforcement Forfeiture Fund	46,718	46,718
Public Arts Fund	268,717	<b>272,217</b>
Federal Drug Enforcement Forfeiture Fund	26,000	26,000
Property Tax Equalization Fund	0	0
Federal Criminal Forfeiture Fund	0	0
Transportation Impact Fees Fund	162,000	<b>486,000</b>
Park Impact Fees Fund	175,000	175,000
Revenue Stabilization Fund	0	0
Unltd Tax GO Bond 2006	3,389,937	3,389,937
Limited Tax GO Bond 2009	3,320,072	3,320,072
Limited Tax GO Bond 2018	1,660,400	1,660,400
Limited Tax GO Bond 2013	519,771	519,771
General Capital Fund	34,676,211	<b>35,235,643</b>
City Facility-Major Maintenance Fund	288,936	<b>778,936</b>
Roads Capital Fund	35,116,539	<b>39,507,706</b>
Surface Water Utility Fund	19,977,236	<b>19,936,886</b>
Wastewater Utility Fund	4,931,699	<b>4,934,554</b>
Vehicle Operations/Maintenance Fund	1,088,547	<b>1,106,217</b>
Equipment Replacement Fund	921,829	<b>1,310,501</b>
Unemployment Fund	35,000	35,000
<b>Total Funds</b>	<b>\$209,744,780</b>	<b>\$218,252,787</b>

**Section 2. Amendment – City of Shoreline Regular FTE Count.** The City of Shoreline hereby amends the 2019-2020 Final Budget to increase the number of full-time equivalent employees (FTE) and the total FTEs for the City, excluding City Council, as follows:

<b>Department</b>	<b>2019 Adopted</b>	<b>2019 Amended</b>	<b>2019 Amended vs. 2019 Adopted</b>	<b>2020 Adopted</b>	<b>2020 Amended</b>	<b>2020 Amended vs. 2020 Adopted</b>
City Manager	23.625	23.625	0.000	21.750	21.750	0.000
Community Services	4.780	4.780	0.000	4.780	<b>5.380</b>	<b>0.600</b>
City Attorney	3.000	3.000	0.000	3.000	3.000	0.000
Administrative Services	27.020	27.020	0.000	26.020	26.020	0.000
Human Resources	3.000	3.000	0.000	3.000	3.000	0.000
Police	0.000	0.000	0.000	0.000	0.000	0.000
Planning & Community Development	23.070	23.070	0.000	23.320	23.320	0.000
Parks, Recreation & Cultural Services	34.495	34.495	0.000	34.525	34.525	0.000

Department	2019 Adopted	2019 Amended	2019 Amended vs. 2019 Adopted	2020 Adopted	2020 Amended	2020 Amended vs. 2020 Adopted
Public Works	39.250	39.250	0.000	<del>39.520</del>	<b>39.920</b>	<b>0.400</b>
Surface Water Utility	15.760	15.760	0.000	15.460	15.460	0.000
Wastewater Utility	14.150	14.150	0.000	14.150	14.150	0.000
<b>Total FTE</b>	188.150	188.150	0.000	<del>185.525</del>	<b>186.525</b>	<b>1.000</b>

All references to total FTEs by department and for the City within the 2019-2020 Biennial Budget shall be amended to reflect this increase.

**Section 3. Repeal, Chapter 3.01 Fee Schedule.** Shoreline Municipal Code Chapter 3.01 Fee Schedule is repealed in its entirety and replaced with a new Chapter 3.01 Fee Schedule as set forth in Exhibit A attached hereto.

**Section 4. Amendment – City of Shoreline Range Placement Tables.** The City of Shoreline hereby amends the 2019-2020 Final Budget by making the following amendments:

- A. The 2020 Range Placement Table for non-exempt and exempt staff is replaced with that set forth in Exhibit B attached hereto.
- B. The 2020 Extra Help Range Placement Table is replaced with that set forth in Exhibit C attached hereto.

**Section 5. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

**Section 6. Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 7. Publication and Effective Date.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City.

- A. Sections 1 and 2 of this Ordinance, amending the 2019-2020 Final Budget according to the mid-biennium budget modification by increasing the appropriations and increasing the number of full-time equivalent employees (FTE) and the total FTEs for the City, excluding City Council, shall take effect and be in full force five days after passage and publication.
- B. Sections 3 and 4 of this Ordinance, amending SMC Chapter 3.01 and replacing the 2020 Range Placement Table for non-exempt and exempt staff and 2020 Extra Help Range Placement Table, shall take effect at 12:01 am January 1, 2020.

**PASSED BY THE CITY COUNCIL ON NOVEMBER 18, 2019.**

\_\_\_\_\_  
Mayor Will Hall

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Date of Publication: , 2019  
Effective Date: , 2019

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
<b>A. BUILDING</b>	
Valuation (The Total Valuation is the "Building permit valuations" as delineated in section R108.3 of the International Residential Code and section 108.3 of the International Building Code. The hourly rate referenced throughout SMC 3.01.010 is calculated by multiplying the minimum number of hours noted for each fee by the fee established in SMC 3.01.010(A)(1).	
1. \$0 - \$11,000.00	\$204.00
2. \$11,000.01 - \$25,000.00	\$75 for the first \$2,000.00 + \$14.00 for each additional 1,000.00, or fraction thereof, to and including \$25,000.00.
3. \$25,000.01 - \$50,000.00	\$397 for the first \$25,000.00 + \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
4. \$50,000.01 - \$100,000.00	\$672 for the first \$50,000.00 + \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
5. \$100,000.01 - \$500,000.00	\$1,122 for the first \$100,000.00 + \$7 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
6. \$500,000.01 - \$1,000,000.00	\$3,922 for the first \$500,000.00 + \$5 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
7. \$1,000,000.01 +	\$6,422 for the first \$1,000,000.00 + \$4 for each additional \$1,000.00, or fraction thereof.
8. Building/Structure Plan Review	65% of the building permit fee
9. Civil Plan Review, Commercial (if applicable)	Hourly rate, 12 Hour Minimum
10. Civil Plan Review, Residential (if applicable)	Hourly rate, 4 Hour Minimum
11. Civil Plan Review, Residential, up to 1,000 square feet (if applicable)	Hourly rate, 1-hour minimum
12. Floodplain Permit	\$218.00
13. Floodplain Variance	\$612.00
14. Demolition, Commercial	\$1,741.00
15. Demolition, Residential	\$653.00
16. Zoning Review	Hourly rate, 1-hour minimum
17. Affordable Housing Review	Hourly rate, 10-hour minimum
18. Temporary Certificate of Occupancy (TCO)- Single-Family	\$204.00
19. Temporary Certificate of Occupancy (TCO)- Other	\$612.00
<b>B. ELECTRICAL</b>	
1. Electrical Permit	Permit fee described in WAC 296-46B-905, plus a 20% administrative fee
<b>C. FIRE - CONSTRUCTION</b>	
1. Automatic Fire Alarm System:	
a. Existing System	
New or relocated devices up to 5	\$204.00
New or relocated devices 6 up to 12	\$612.00
Each additional new or relocated device over 12	\$7.00 per device
b. New System	\$816.00
c. Each additional new or relocated device over 30	\$7.00 per device
2. Fire Extinguishing Systems:	
a. Commercial Cooking Hoods	
1 to 12 flow points	\$612.00
More than 12	\$816.00
b. Other Fixed System Locations	\$816.00
3 Fire Pumps:	
a. Commercial Systems	\$816.00

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
4. Commercial Flammable/Combustible Liquids:	
a. Aboveground Tank Installations	
First tank	\$408.00
Additional	\$204.00
b. Underground Tank Installations	
First tank	\$408.00
Additional	\$204.00
c. Underground Tank Piping (with new tank)	\$408.00
d. Underground Tank Piping Only (vapor recovery)	\$612.00
e. Underground Tank Removal	
First tank	\$408.00
Additional Tank	\$102.00 per additional tank
5. Compressed Gas Systems (exception: medical gas systems require a plumbing permit):	
a. Excess of quantities in IFC Table 105.6.9	\$408.00
6. High-Piled Storage:	
a. Class I – IV Commodities:	
501 – 2,500 square feet	\$408.00
2,501 – 12,000 square feet	\$612.00
Over 12,000 square feet	\$816.00
b. High Hazard Commodities:	
501 – 2,500 square feet	\$612.00
Over 2,501 square feet	\$1,020.00
7. Underground Fire Mains and Hydrants	\$612.00
8. Industrial Ovens:	
Class A or B Furnaces	\$408.00
Class C or D Furnaces	\$816.00
9. LPG (Propane) Tanks:	
Commercial, less than 500-Gallon Capacity	\$408.00
Commercial, 500-Gallon+ Capacity	\$612.00
Residential 0 – 500-Gallon Capacity	\$204.00
Spray Booth	\$816.00
10. Sprinkler Systems (each riser):	
a. New Systems	\$1,020.00 plus \$3.00 per head
b. Existing Systems	
1 – 10 heads	\$612.00
11 – 20 heads	\$816.00
More than 20 heads	\$1,020.00 plus \$3.00 per head
c. Residential (R-3) 13-D System	
1 – 30 heads	\$612.00
More than 30 heads	\$612.00 plus \$3.00 per head
Voluntary 13-D Systems in residences when not otherwise required	\$204.00
11. Standpipe Systems	\$816.00
12. Emergency Power Supply Systems:	
10 kW - 50 kW	\$612.00
> 50 kW	\$1,020.00
13. Temporary Tents and Canopies	\$204.00
14. Fire Review -Single-Family	\$102.00
15. Fire Review -Subdivision	Hourly rate, 1-hour minimum
16. Fire Review -Other	Hourly rate, 1-hour minimum
17. Emergency Responder Radio Coverage System	\$612.00

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.010 Planning and Community Development**

<b>Type of Permit Application</b>	<b>2020</b>
18. Smoke Control Systems - Mechanical or Passive	\$816.00
<b>D. MECHANICAL</b>	
1. Residential Mechanical System	\$204.00 (including 4 pieces of equipment), \$12.00 per piece of equipment over 4
2. Commercial Mechanical System	\$545.00 (including 4 pieces of equipment), \$12.00 per piece of equipment over 4
3. All Other Mechanical Plan Review (Residential and Commercial)	Hourly rate, 1-hour minimum
<b>E. PLUMBING</b>	
1. Plumbing System	\$204.00 (including 4 fixtures), \$12.00 per fixture over 4
2. Gas Piping System standalone permit	\$204.00 (including 4 outlets), \$12.00 per outlet over 4
3. Gas Piping as part of a plumbing or mechanical permit	\$12.00 per outlet (when included in outlet count)
4. Backflow Prevention Device - standalone permit	\$204.00 (including 4 devices), \$12.00 per devices over 4
5. Backflow Prevention Device as part of a plumbing systems permit	\$12.00 per device (when included in fixture count)
6. All Other Plumbing Plan Review (Residential and Commercial)	Hourly rate, 1-hour minimum
<b>F. ENVIRONMENTAL REVIEW</b>	
1. Single-Family SEPA Checklist	\$3,264.00
2. Multifamily/Commercial SEPA Checklist	\$4,896.00
3. Planned Action Determination	Hourly rate, 5-hour minimum
4. Environmental Impact Statement Review	\$8,486.00
<b>G. LAND USE</b>	
1. Accessory Dwelling Unit	\$871.00
2. Administrative Design Review	\$1,632.00
3. Adult Family Home	\$489.00
4. Comprehensive Plan Amendment – Site Specific (Note: may be combined with Rezone public hearing.)	\$17,952.00 , plus public hearing (\$3876.00)
5. Conditional Use Permit (CUP)	\$7,617.00
6. Historic Landmark Review	\$408.00
7. Interpretation of Development Code	\$763.00
8. Master Development Plan	\$27,202.00 , plus public hearing (\$3876.00)
9. Changes to a Master Development Plan	\$13,601.00 , plus public hearing (\$3876.00)
10. Rezone	\$17,626.00 , plus public hearing (\$3876.00)
11. SCTF Special Use Permit (SUP)	\$15,886.00 , plus public hearing (\$3876.00)
12. Sign Permit - Building Mounted, Awning, Driveway Signs	\$436.00
13. Sign Permit - Monument/Pole Signs	\$871.00
14. Special Use Permit	\$15,886.00 , plus public hearing (\$3876.00)
15. Street Vacation	\$11,207.00 , plus public hearing (\$3876.00)
16. Temporary Use Permit (TUP) EXCEPT fee is waived as provided in SMC 20.30.295(D)(2) for Transitional Encampments	\$1,632.00
17. Deviation from Engineering Standards	Hourly rate, 8-hour minimum
18. Variances - Zoning	\$9,249.00
19. Lot Line Adjustment	\$1,632.00
20. Lot Merger	\$408.00
21. Development Agreement	Hourly rate, 125-hour minimum , plus public hearing (\$3876.00)
22. Non-site Specific Comprehensive Plan or Development Regulation Amendment	\$6,000.00



**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
<b>H. CRITICAL AREAS FEES</b>	
1. Critical Area Field Signs	\$7.00 per sign
2. Critical Areas Review	Hourly rate, 2-hour minimum
3. Critical Areas Monitoring Inspections (Review of three reports and three inspections.)	\$1,959.00
4. Critical Areas Reasonable Use Permit (CARUP)	\$14,689.00 , plus public hearing (\$3876.00)
5. Critical Areas Special Use Permit (CASUP)	\$14,689.00 , plus public hearing (\$3876.00)
<b>I. MISCELLANEOUS FEES</b>	
1. Permit Fee for Work Commenced Without a Permit	Twice the Applicable Permit Fee
2. Expedited Review – Building or Site Development Permits	Twice the applicable permit review fee(s)
3. All Other Fees Per Hour	Hourly rate, 1-hour minimum
4. Multiple Family Tax Exemption Application Fee	Hourly rate, 3-hour minimum
5. Extension of the Conditional Certificate for the Multiple Family Tax Exemption Application Fee	\$204.00
6. Multiple Family Tax Exemption or Affordable Housing Annual Compliance Verification	\$408.00
7. Pre-application Meeting	\$479.00 Mandatory pre-application meeting  \$204.00 Optional pre-application meeting
8. Transportation Impact Analysis (TIA) Review (less than 20 trips)	\$204.00
9. Transportation Impact Analysis (TIA) Review (20 or more trips)	Hourly rate, 1-hour minimum
10. Noise Variance	\$408.00
<b>J. RIGHT-OF-WAY</b>	
1. Right-of-Way Utility Blanket Permits	\$204.00
2. Right-of-Way Use Limited	Hourly rate, 1-hour minimum
3. Right-of-Way Use	Hourly rate, 3-hour minimum
4. Right-of-Way Site	Hourly rate, 4-hour minimum
5. Right-of-Way Special Events	\$1,020.00
6. Residential Parking Zone Permit	\$20.00
7. Right-of-Way Extension	Hourly rate, 1-hour minimum
<b>K. SHORELINE SUBSTANTIAL DEVELOPMENT</b>	
1. Shoreline Conditional Permit Use	\$7,834.00
2. Shoreline Exemption	\$512.00
3. Shoreline Variance	\$10,881.00 , plus public hearing (\$3876.00)
Substantial Development Permit (based on valuation):	
4. up to \$10,000	\$2,720.00
5. \$10,000 to \$500,000	\$6,529.00
6. over \$500,000	\$10,881.00
<b>L. SITE DEVELOPMENT</b>	
1. Clearing and/or Grading Permit	Hourly rate, 3-hour minimum
2. Subdivision Construction	Hourly rate, 10-hour minimum
3. Multiple Buildings	Hourly rate, 10-hour minimum
4. Clearing and Grading Inspection - Sum of Cut and Fill Yardage:	
5. 50-500 CY without drainage conveyance	\$204.00
6. 50-500 CY with drainage conveyance	\$436.00
7. 501-5,000 CY	\$871.00
8. 5001-15,000 CY	\$1,741.00
9. More than 15,000 CY	\$4,571.00
10. Tree Removal	\$204.00

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
<b>M. SUBDIVISIONS</b>	
1. Binding Site Plan	\$6,202.00
2. Preliminary Short Subdivision	\$7,073.00 for two-lot short subdivision, plus (\$544.00) for each additional lot
3. Final Short Subdivision	\$2,068.00
4. Preliminary Subdivision	\$16,322.00 for ten-lot subdivision, plus  \$763.00 for each additional lot and \$3,876.00 for public hearing
5. Final Subdivision	\$7,956.00
6. Changes to Preliminary Short or Formal Subdivision	\$4,027.00
7. Plat alteration	Hourly rate, 10-hour minimum
8. Plat alteration with public hearing	Hourly rate, 10-hour minimum , plus public hearing (\$3876.00)
<b>N. SUPPLEMENTAL FEES</b>	
1. Supplemental permit fees	Additional review fees may be assessed if plan revisions are incomplete, corrections not completed, the original scope of the project has changed, or scale and complexity results in review hours exceeding the minimums identified in this schedule. Fees will be assessed at the fee established in SMC 3.01.010(A)(1), minimum of one hour.
2. Reinspection fees	\$272.00
3. Additional Inspection fees	Additional inspection fees may be assessed for phased construction work or if more inspections are required than included in the permit fee. Fees will be assessed at the fee established in SMC 3.01.010(A)(1), minimum of one hour.
4. Investigation inspection	\$272.00
5. Consultant Services	Additional outside consultant services fee may be assessed if the scope of the permit application exceeds staff resources. Estimate of outside consultant services fees to be provided in advance for applicant agreement.
<b>O. FEE REFUNDS</b>	
<p>The city manager or designee may authorize the refunding of:</p> <ol style="list-style-type: none"> <li>One hundred percent of any fee erroneously paid or collected.</li> <li>Up to 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.</li> <li>Up to 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled and minimal plan review work has been done.</li> <li>The city manager or designee shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.</li> </ol>	
<b>P. FEE WAIVER</b>	
<ol style="list-style-type: none"> <li>The City Manager or designee may authorize the waiver of the double fee for work commenced without a permit for property owners not responsible for initiating the work without a permit. Any fee waiver request must be submitted in writing by the current property owner prior to permit issuance and detail the unpermitted work related to the dates of property ownership.</li> </ol>	

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
<b>Q. IMPACT FEE ADMINISTRATIVE FEES</b>	
1. Administrative Fee - All applicable projects per building permit application	Hourly rate, 1-hour minimum
2. Administrative Fee - Impact fee estimate/preliminary determination for building permit application	Hourly rate, 1-hour minimum
3. Administrative Fee - Independent fee calculation per impact fee type	Hourly rate, 1-hour minimum
4. Administrative Fee - Deferral program	Hourly rate, 1-hour minimum
All administrative fees are nonrefundable.	
Administrative fees shall not be credited against the impact fee.	
Administrative fees applicable to all projects shall be paid at the time of building permit issuance.	
Administrative fees for impact fee estimates or preliminary determination shall be paid at the time the request is submitted to the city.	
Administrative fees for independent fee calculations shall be paid prior to issuance of the director's determination, or for fire impact fees, the fire chief's determination.	

[Ord. 857 § 2 (Exh. B), 2019; Ord. 855 § 2 (Exh. A), 2019; Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 785 § 1, 2017; Ord. 779 § 1, 2017; Ord. 778 § 1, 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 737 § 1 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3, 2012; Ord. 646 § 2, 2012; Ord. 641 § 1, 2012; Ord. 629 § 1, 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 §§ 3(a), 3(b) (Exh. B), 2010; Ord. 563 § 3 (Exh. B), 2009; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 § 1, 2006; Ord. 426 § 4, 2006]

**City of Shoreline  
Fee Schedules**

**3.01.015 Transportation Impact Fees**

ITE Code	Land Use Category/Description	2020	
		Impact Fee Per Unit @	
		\$7,603.80 per Trip	
<b>A. Rate Table</b>			
90	Park-and-ride lot w/ bus svc	3,604.21	per parking space
110	Light industrial	9.85	per square foot
140	Manufacturing	7.42	per square foot
151	Mini-warehouse	2.64	per square foot
210	Single family house (includes townhouse and duplex)	7,045.64	per dwelling unit
220	Apartment (includes accessory dwelling unit)	4,565.33	per dwelling unit
230	Condominium	4,635.09	per dwelling unit
240	Mobile home park	3,292.62	per dwelling unit
251	Senior housing	1,506.79	per dwelling unit
254	Assisted Living	690.60	per bed
255	Continuing care retirement	2,247.78	per dwelling unit
310	Hotel	4,710.27	per room
320	Motel	3,752.25	per room
444	Movie theater	14.77	per square foot
492	Health/fitness club	19.45	per square foot
530	School (public or private)	5.72	per square foot
540	Junior/community college	14.96	per square foot
560	Church	3.85	per square foot
565	Day care center	36.94	per square foot
590	Library	18.67	per square foot
610	Hospital	9.05	per square foot
710	General office	13.62	per square foot
720	Medical office	24.74	per square foot
731	State motor vehicles dept	119.22	per square foot
732	United States post office	28.45	per square foot
820	General retail and personal services (includes shopping center)	10.30	per square foot
841	Car sales	18.94	per square foot
850	Supermarket	28.13	per square foot
851	Convenience market-24 hr	52.28	per square foot
854	Discount supermarket	28.69	per square foot
880	Pharmacy/drugstore	16.57	per square foot
912	Bank	40.31	per square foot
932	Restaurant: sit-down	29.07	per square foot
934	Fast food	66.88	per square foot
937	Coffee/donut shop	84.85	per square foot
941	Quick lube shop	30,170.72	per service bay
944	Gas station	27,435.58	per pump
948	Automated car wash	58.64	per square foot
<b>B. Administrative Fees - See SMC 3.01.010</b>			

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 737 § 2 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 720 § 1, 2015; Ord. 704 § 1, 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 690 § 2 (Exh B), 2014]

**City of Shoreline  
Fee Schedules**

**3.01.016 Park Impact Fees**

		<b>2020</b>
<b>A. Rate Table</b>		
<b>Use Category</b>	<b>Impact Fee</b>	
Single Family Residential	4,286	per dwelling unit
Multi-Family Residential	2,812	per dwelling unit
<b>B. Administrative Fees - See SMC 3.01.010</b>		

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 786 § 2 (Exh. B), 2017]

**City of Shoreline  
Fee Schedules**

**3.01.017 Fire Impact Fees**

		<b>2020</b>	
<b>A. Rate Table</b>			
<b>Use Category</b>	<b>Impact Fee</b>		
<b>Residential</b>			
Single-Family Residential	2,311.00	per dwelling unit	
Multi-Family Residential	2,002.00	per dwelling unit	
<b>Commercial</b>			
Commercial 1	2.84	per square foot	
Commercial 2	1.83	per square foot	
Commercial 3	5.73	per square foot	
<b>B. Administrative Fees - See SMC 3.01.010</b>			

[Ord. 841 § 3 (Exh. A), 2018; Ord. 791 § 2 (Exh. 2), 2017]

**City of Shoreline  
Fee Schedules**

**3.01.020 Fire - Operational**

Type of Permit Application	2020
<b>A. FIRE - OPERATIONAL</b>	
1. Aerosol Products	\$204.00
2. Amusement Buildings	\$204.00
3. Carnivals and Fairs	\$204.00
4. Combustible Dust-Producing Operations	\$204.00
5. Combustible Fibers	\$204.00
6. Compressed Gases	\$204.00
7. Cryogenic Fluids	\$204.00
8. Cutting and Welding	\$204.00
9. Dry Cleaning (hazardous solvent)	\$204.00
10. Flammable/Combustible Liquid Storage/Handle/Use	\$204.00
11. Flammable/Combustible Liquid Storage/Handle/Use - (add'l specs)	Add'l fee based on site specs
12. Floor Finishing	\$204.00
13. Garages, Repair or Servicing - 1 to 5 Bays	\$204.00
14. Garages, Repair or Servicing - (add'l 5 Bays)	\$102.00
15. Hazardous Materials	\$611.00
16. Hazardous Materials (including Battery Systems 55 gal>)	\$204.00
17. High-Piled Storage	\$204.00
18. Hot Work Operations	\$204.00
19. Indoor Fueled Vehicles	\$204.00
20. Industrial Ovens	\$204.00
21. LP Gas-Consumer Cylinder Exchange	\$102.00
22. LP Gas-Retail Sale of 2.5 lb or less	\$102.00
23. LP Gas-Commercial Containers (Tanks)	\$204.00
24. LP Gas-Commercial Containers, Temporary (Tanks)	\$204.00
25. Lumber Yard	\$204.00
26. Misc Comb Material	\$204.00
27. Open Flames and Candles	\$204.00
28. Open Flames and Torches	\$204.00
29. Places of Assembly 50 to 100	\$102.00
30. Places of Assembly up to 500	\$204.00
31. Places of Assembly 501>	\$407.00
32. Places of Assembly (add'l assembly areas)	\$102.00
33. Places of Assembly - A-5 Outdoor	\$102.00
34. Places of Assembly - Outdoor Pools	\$102.00
35. Places of Assembly - Open Air Stadiums	\$204.00
36. Pyrotechnic Special Effects Material	\$204.00
37. Pyrotechnic Special Effects Material (add'l specs)	Add'l fee based on site specs
38. Refrigeration Equipment	\$204.00
39. Scrap Tire Storage	\$204.00
40. Spraying or Dipping	\$204.00
41. Waste Handling	\$204.00
42. Wood Products	\$204.00

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 3 (Exh. A), 2013]

**City of Shoreline  
Fee Schedules**

**3.01.025 Affordable Housing Fee In-Lieu**

<b>2020</b>		
<b>A. Rate Table</b>		
<b>Zoning District</b>	<b>Fee per unit if providing 10% of total units as affordable</b>	<b>Fee per unit if providing 20% of total units as affordable</b>
MUR-45	206,152.00	158,448.00
MUR-70	206,152.00	158,448.00
MUR-70 with development agreement	253,855.00	206,152.00
Note: The Fee In-Lieu is calculated by multiplying the fee shown in the table by the fractional mandated unit. For example, a 0.40 fractional unit multiplied by \$206,152 would result in a Fee In-Lieu of \$82,460.80.		

[Ord. 841 § 2 (Exh. A), 2019; Ord. 817 § 1, 2018]



**City of Shoreline  
Fee Schedules**

**3.01.100 Animal Licensing and Service Fees**

Annual License	2020
<b>A. PET - DOG OR CAT</b>	
1. Unaltered	\$60.00
2. Altered	\$30.00
3. Juvenile pet	\$15.00
4. Discounted pet	\$15.00
5. Replacement tag	\$5.00
6. Transfer fee	\$3.00
7. License renewal late fee – received 45 to 90 days following license expiration	\$15.00
8. License renewal late fee – received 90 to 135 days following license expiration	\$20.00
9. License renewal late fee – received more than 135 days following license expiration	\$30.00
10. License renewal late fee – received more than 365 days following license expiration	\$30.00 plus license fee(s) for any year(s) that the pet was unlicensed
<i>Service Animal Dogs and Cats and K-9 Police Dogs: Service animal dogs and cats and K-9 police dogs must be licensed, but there is no charge for the license.</i>	
<b>B. GUARD DOG</b>	
1. Guard dog registration	\$100.00
<b>C. ANIMAL RELATED BUSINESS</b>	
1. Hobby kennel and hobby cattery	\$50.00
2. Guard dog trainer	\$50.00
3. Guard dog purveyor	\$250.00
<b>D. GUARD DOG PURVEYOR</b>	
1. If the guard dog purveyor is in possession of a valid animal shelter, kennel or pet shop license, the fee for the guard dog purveyor license shall be reduced by the amount of the animal shelter, kennel or pet shop license.	
<b>E. FEE WAIVER</b>	
1. The director of the animal care and control authority may waive or provide periods of amnesty for payment of outstanding licensing fees and late licensing penalty fees, in whole or in part, when to do so would further the goals of the animal care and control authority and be in the public interest. In determining whether a waiver should apply, the director of the animal care and control authority must take into consideration the total amount of the fees charged as compared with the gravity of the violation and the effect on the owner, the animal's welfare and the animal care and control authority if the fee or fees or penalties are not waived and no payment is received.	

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 595 § 3 (Att. B), 2011]

## City of Shoreline Fee Schedules

### 3.01.200 Business License Fees

License	2020
<b>A. BUSINESS LICENSE FEES - GENERAL</b>	
1. Business license registration fee for new application filed between January 1 and June 30)	\$40.00
2. Business license registration fee for new application filed between July 1 and December 31	\$20.00
The annual business license fee is prorated as necessary to conform to SMC 5.05.060.	
3. Annual business license renewal fee	\$40.00 due January 31
a. Penalty schedule for late annual business license renewal as described in SMC 5.05.080 received after:	
i. January	\$10.00
ii. February	\$15.00
iii. March	\$20.00
<b>B. REGULATORY LICENSE FEES</b>	
1. Regulated massage business	\$224.00 Per Year
2. Massage manager	\$49.00 Per Year
Plus additional \$11 fee for background checks for regulated massage business or massage manager:	
3. Public dance	\$153.00 Per Dance
4. Pawnbroker	\$717.00 Per Year
5. Secondhand Dealer	\$69.00 Per Year
6. Master solicitor	\$140.00 Per Year
7. Solicitor	\$35.00 Per Year
Late fees for the above regulatory licenses: A late penalty shall be charged on all applications for renewal of a regulatory license received later than 10 working days after the expiration date of such license. The amount of such penalty is fixed as follows: * For a license requiring a fee of less than \$50.00, two percent of the required fee. * For a license requiring a fee of more than \$50.00, ten percent of the required fee.	
8. Adult cabaret operator	\$717.00 Per Year
9. Adult cabaret manager	\$153.00 Per Year
10. Adult cabaret entertainer	\$153.00 Per Year
11. Panoram Operator	\$715.00 Per Year
Plus additional \$58 fee for fingerprint background checks for each operator:	
12. Panoram premise	\$294.00 Per Year
13. Panoram device	\$84.00 Per Year Per Device
Penalty schedule for Adult cabaret and Panoram licenses:	
Days Past Due	
7 - 30	10% of Regulatory License Fee
31 - 60	25% of Regulatory License Fee
61 and over	100% of Regulatory License Fee

## City of Shoreline Fee Schedules

14. Duplicate Regulatory License	\$6.00
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[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 734 § 2, 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 650 § 3 (Exh. A), 2012; Ord. 625 § 4, 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 §§ 3(a), 3(b) (Exh. B), 2010; Ord. 563 § 4 (Exh. B), 2009]

### 3.01.205 Filmmaking Permit Fees

	2020
<b>A. PERMIT FEES</b>	
1. Low Impact Film Production	\$25.00 flat fee per production (for up to 14 consecutive days of filming)
2. Low Impact Daily Rate (each additional day after 14 days)	\$25.00 per additional day
3. Moderate Impact Film Production	\$25.00 per day
4. High Impact Film Production	Applicable permit fees apply, including but not limited to, permits for the right-of-way and park rental fees.
<b>B. FEE WAIVER</b>	
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.	
<b>C. ADDITIONAL COSTS</b>	
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.	

[Ord. 859 § 2 (Exh. B), 2019]

### 3.01.210 Hearing Examiner Fees

	2020
<b>A. HEARING EXAMINER APPEAL HEARING FEE</b>	\$545.00

[Ord. 855 § 2 (Exh. A), 2019; Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 650 § 3 (Exh. A), 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 §§ 3(a), 3(b) (Exh. B), 2010; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 § 2, 2006]

### 3.01.220 Public Records

	2020
1. Photocopying paper records	
a. Black and white photocopies of paper up to 11 by 17 inches - if more than five pages	\$0.15 Per Page
b. Black and white photocopies of paper larger than 11 by 17 inches - City Produced	\$5.00 First Page  \$1.50 Each additional page
c. Color photocopies up to 11 by 17 inches - if more than three pages	\$0.25 Per Page
2. Scanning paper records	
a. Scans of paper up to 11 by 17 inches - if more than five pages	\$0.15 Per Page

## City of Shoreline Fee Schedules

3. Copying electronic records	
a. Copies of electronic records to file sharing site - if more than five pages (2 minute minimum)	\$0.91 Per Minute
b. Copies of electronic records onto other storage media	Cost incurred by City for hardware plus <del>\$0.85</del> <u>\$0.91</u> /minute
4. Other fees	
a. Photocopies - vendor produced	Cost charged by vendor, depending on size and process
b. Convert electronic records (in native format) into PDF format – if more than 15 minutes	\$50.00 Per hour
c. Service charge to prepare data compilations or provide customized electronic access services	Actual staff cost
d. Photographic prints and slides	Cost charged by vendor, depending on size and process
e. Clerk certification	\$1.50 Per document
5. Geographic Information Systems (GIS) services	
a. GIS maps smaller than 11 by 17 inches	\$0.50 Per Page
b. GIS maps larger than 11 by 17 inches	\$1.70 Per Square Foot
c. Custom GIS Mapping and Data Requests	\$100.00 Per Hour (1 Hour Minimum)

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 784 § 1, 2017; Ord. 778 § 1, 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 738 § 1, 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 §§ 3(a), 3(b) (Exh. B), 2010; Ord. 563 § 3 (Exh. B), 2009; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 § 6, 2006; Ord. 435 § 7, 2006; Ord. 404, 2005; Ord. 366, 2004; Ord. 342, 2003; Ord. 315, 2002; Ord. 294 § 1, 2001; Ord. 285 § 3, 2001; Ord. 256 § 3, 2000]

## City of Shoreline Fee Schedules

### 3.01.300 Parks, Recreation and Cultural Services

Fee	2020 Resident Rate	2020 Non- Resident Rate
<b>A. OUTDOOR RENTAL FEES</b>		
1. Picnic Shelters – (same for all groups)		
a. Half Day (9:00am-2:00pm or 2:30pm-Dusk)	\$72	\$91
b. Full Day (9:00am - Dusk)	\$104	\$131
2. Cromwell Park Amphitheater & Richmond Beach Terrace		
a. Half Day	\$72	\$91
b. Full Day	\$104	\$131
3. Alcohol Use		
a. Per hour, 4 hour minimum (includes shelter rental)	\$92	\$111
4. Athletic Fields (Per Hour)		
a. Lights (determined by dusk schedule; hourly rate includes \$5 Capital Improvement Fee)	\$24	\$24
b. Youth Organization Game * and/or Practice	\$7	\$10
c. Youth Organization Tournament *	\$10	\$13
d. Practice	\$17	\$22
e. Games *	\$33	\$39
f. * Additional field prep fee may be added	\$27	\$37
5. Synthetic Fields (Per Hour)		
a. Youth Organizations	\$20	\$28
b. Private Rentals	\$67	\$83
c. Discount Field Rate **	\$20	\$28
6. Tennis Courts		
a. Per hour	\$8	\$9
7. Park and Open Space Non-Exclusive Use Permit		
a. per hour	\$16	\$19
8. Community Garden Plot Annual Rental Fee		
a. Standard Plot	\$44	N/A
b. Accessible Plot	\$22	N/A
**Offered during hours of low usage as established and posted by the PRCS Director		
9. Amplification Supervisor Fee		
a. Per hour; when applicable	\$26	\$26
10. Attendance Fee		
a. 101-199 Attendance	\$53	\$53
b. 200-299 Attendance	\$106	\$106
c. 300+ Attendance	Varies	Varies

**City of Shoreline  
Fee Schedules**

**3.01.300 Parks, Recreation and Cultural Services**

Fee	2020 Resident Rate	2020 Non-Resident Rate
<b>B. INDOOR RENTAL FEES</b>		
	Per Hour (2 Hour Minimum)	Per Hour (2 Hour Minimum)
1. Richmond Highlands (same for all groups) Maximum Attendance 214		
a. Entire Building (including building monitor)	\$63	\$76
2. Spartan Recreation Center Fees for Non-Profit Youth Organizations/Groups		
a. Multi-Purpose Room 1 or 2	\$13	\$17
b. Multi-Purpose Room 1 or 2 w/Kitchen	\$22	\$27
c. Gymnastics Room	\$13	\$17
d. Dance Room	\$13	\$17
e. Gym-One Court	\$22	\$27
f. Entire Gym	\$38	\$49
g. Entire Facility	\$103	\$131
3. Spartan Recreation Center Fees for All Other Organizations/Groups		
a. Multi-Purpose Room 1 or 2	\$26	\$32
b. Multi-Purpose Room 1 or 2 w/Kitchen	\$37	\$45
c. Gymnastics Room	\$26	\$32
d. Dance Room	\$26	\$32
e. Gym-One Court	\$37	\$45
f. Entire Gym	\$70	\$84
g. Entire Facility	\$136	\$163
As a health and wellness benefit for regular City employees, daily drop-in fees for regular City employees shall be waived.		
* Rentals outside the normal operating hours of the Spartan Gym may require an additional supervision fee. (See Below)		
4. City Hall Rental Fees		
a. City Hall Rental - Third Floor Conference Room	\$38 Per Hour	\$46 Per Hour
b. City Hall Rental - Council Chambers	\$110 Per Hour	\$131 Per Hour
c. AV Set-up Fee - Per Room	\$16	\$16
5. Other Indoor Rental Fees:		
a-1. Security Deposit (1-125 people): (refundable)	\$200	\$200
a-2. Security Deposit (126+ people): (refundable)	\$400	\$400
b. Supervision Fee (if applicable)	\$21/hour	\$21/hour
c. Daily Rates (shall not exceed)	\$925	\$1,110

**City of Shoreline  
Fee Schedules**

**3.01.300 Parks, Recreation and Cultural Services**

Fee	2020 Resident Rate	2020 Non-Resident Rate
<b>C. CONCESSIONAIRE PERMIT</b>		
1. Annual Permit - Calendar Year (requires additional hourly fee)	\$53	\$63
2. Additional Hourly Concession Fee (requires annual permit)	\$3/hour	\$3/hour
<p>Concession Permit fees and additional Concession Fees are exempt for Non-Profit Youth Organizations, and sanctioned Neighborhood Association Events. Sanctioned Neighborhood Associations Events are exempt from all rental fees with the exception of associated supervision fees when applicable. Concession/Admission/Sales Fees may be modified at the discretion of the PRCS Director.</p>		
<b>D. INDOOR DROP-IN FEES</b>		
1. Showers Only (Spartan Recreation Center)	\$1	\$1
2. Drop-In		
a. Adult	\$3	\$4
b. Senior/Disabled	\$2	\$3
3. 1 Month Pass		
a. Adult	\$26	\$33
b. Senior/Disabled	\$17	\$22
4. 3 Month Pass		
a. Adult	\$65	\$76
b. Senior/Disabled	\$46	\$54
Senior is 60+ years of age		
<b>E. AQUATICS DROP-IN FEES</b>		
1. Drop-In		
a. Adult	\$4	\$5
b. Adult- Real Deal	\$2	\$3
c. Youth/Senior/Disabled	\$3	\$4
d. Youth/Senior/Disabled - Real Deal	\$1	\$2
e. Family	\$11	\$13
2. 1 Month Pass		
a. Adult	\$44	\$54
b. Youth/Senior/Disabled	\$33	\$39
c. Family	\$136	\$163
3. 3 Month Pass		
a. Adult	\$125	\$156
b. Youth/Senior/Disabled	\$94	\$112
c. Family	\$337	\$405
4. 1 Year Pass		
a. Adult	\$457	\$571
b. Youth/Senior/Disabled	\$314	\$377
c. Family	\$881	\$1,058

## City of Shoreline Fee Schedules

### 3.01.300 Parks, Recreation and Cultural Services

Fee	2020 Resident Rate	2020 Non-Resident Rate
5. Showers Only (Shoreline Pool)	\$1	\$1
<b>F. INDOOR / AQUATICS JOINT PASS FEES</b>		
1. Indoor / Aquatics Joint 1 Month Pass		
a. Adult	\$59	\$71
b. Senior/Disabled	\$41	\$50
<b>G. AQUATICS RENTAL FEES</b>		
1. Ongoing Organization Rentals (Insurance Required)		
a. Rentals On-Going (non-swim team) per hour	\$83	\$100
b. Swim Team Per/ Lane/Hr	\$12	\$15
2. Public Rentals per Hour		
a. 1-60	\$128	\$153
b. 61-150	\$166	\$200
Aquatics and General Recreation programs fees are based upon market rate.		
<b>H. AQUATICS AND GENERAL RECREATION PROGRAM FEES</b>		
Aquatics and General Recreation Program Fees are based upon the PRCS Cost Recovery/Fee Setting Framework.		
<b>I. FEE IN LIEU OF STREET TREE REPLACEMENT</b>	\$2,611	N/A
<b>J. FEE REFUNDS</b>		
Whenever a fee is paid for the use of Parks, Recreation and Cultural Services Department facilities or property or for participation in a Parks, Recreation and Cultural Services Department sponsored class or program, and a refund request is made to the city, fees may be refunded according to the Parks, Recreation and Cultural Services Department's Refund Policy and Procedures.		
<b>K. RECREATION SCHOLARSHIPS</b>		
Scholarships for the fee due to the participate in a Parks, Recreation and Cultural Services Department sponsored class or program may be awarded when a request is made to the city according to the Parks, Recreation and Cultural Services Department's Recreation Scholarship Policy and Procedures.		

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 647 § 2, 2012; Ord. 627 § 4, 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 602 § 1, 2011; Ord. 585 §§ 3(a), 3(b) (Exh. B), 2010; Ord. 563 § 3 (Exh. A), 2009; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 § 3, 2006; Ord. 428 § 1, 2006; Ord. 404, 2005; Ord. 366, 2004; Ord. 342, 2003; Ord. 315, 2002; Ord. 294 § 1, 2001; Ord. 285 § 2, 2001; Ord. 256 § 2, 2000]



**City of Shoreline  
Fee Schedules**

**3.01.400 Surface Water Management Rate Table**

Rate Category	Percent Hard Surface	2019 SWM Annual Fee Adopted (includes all taxes)	2020 SWM Annual Fee			
			2020 SWM Annual Fee	Effective Utility Tax	Per Unit	Fee + Utility Tax
<b>A. Rate Table</b>						
1. Residential: Single-family home		\$246.55	\$255.85	\$15.35	Per Parcel	\$271.20
2. Very Light	Less than or equal to 10%	\$246.55	\$255.85	\$15.35	Per Parcel	\$271.20
3. Light	More than 10%, less than or equal to 20%	\$572.62	\$594.23	\$35.65	Per Acre	\$629.88
4. Moderate	More than 20%, less than or equal to 45%	\$1,182.97	\$1,227.61	\$73.66	Per Acre	\$1,301.27
5. Moderately Heavy	More than 45%, less than or equal to 65%	\$2,294.35	\$2,380.93	\$142.86	Per Acre	\$2,523.79
6. Heavy	More than 65%, less than or equal to 85%	\$2,906.72	\$3,016.41	\$180.98	Per Acre	\$3,197.39
7. Very Heavy	More than 85%, less than or equal to 100%	\$3,807.37	\$3,951.04	\$237.06	Per Acre	\$4,188.10
Minimum Rate		\$246.55	\$255.85	\$15.35		\$271.20
<p>There are two types of service charges: The flat rate and the sliding rate. The flat rate service charge applies to single family homes and parcels with less than 10% hard surface. The sliding rate service charge applies to all other properties in the service area. The sliding rate is calculated by measuring the amount of hard surface on each parcel and multiplying the appropriate rate by total acreage.</p>						
<b>B. CREDITS</b>						
Several special rate categories will automatically be assigned to those who qualify						
1. An exemption for any home owned and occupied by a low income senior citizen determined by the assessor to qualify under RCW 84.36.381.						
2. A public school district shall be eligible for a waiver of up to 100% of its standard rates based on providing curriculum which benefits surface water utility programs. The waiver shall be provided in accordance with the Surface Water Management Educational Fee Waiver procedure. The program will be reviewed by July 1, 2021.						
3. Alternative Mobile Home Park Charge. Mobile Home Park Assessment can be the lower of the appropriate rate category or the number of mobile home spaces multiplied by the single-family residential rate.						
<b>C. RATE ADJUSTMENTS</b>						
Any person receiving a bill may file a request for a rate adjustment within two years of the billing date. (Filing a request will not extend the payment period). Property owners should file a request for a change in the rate assessed if:						
1. The property acreage is incorrect;						
2. The measured hard surface is incorrect;						
3. The property is charged a sliding fee when the fee should be flat;						
4. The person or property qualifies for an exemption or discount; or						
5. The property is wholly or in part outside the service area.						
<b>D. REBATE</b>						
Developed properties shall be eligible for the rebate under SMC 13.10.120 for constructing approved rain gardens or conservation landscaping at a rate of \$2.50 per square foot not to exceed \$2,000 for any parcel.						

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 704 § 1, 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 1, 2013 (Exh. A); Ord. 659 § 2, 2013; Ord. 650 § 3 (Exh. A), 2012; Ord. 642 § 1, 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 § 3(a), 2010; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 §§ 7, 14, 2006; Ord. 404, 2005; Ord. 366, 2004; Ord. 342, 2003; Ord. 315, 2002. Formerly 3.01.070.]

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.500 Solid Waste Rate Schedule**

<b>Solid Waste Rate Schedule from CleanScapes</b>				
<b>Service Level</b>	<b>Pounds Per Unit</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>2020 Fee Total</b>
<b>A. MONTHLY</b>				
1. One 32-gallon Garbage Cart	4.43	\$1.35	\$0.00	\$0.00
<b>B. WEEKLY RESIDENTIAL CURBSIDE SERVICE</b>				
1. One 10-gallon Garbage Micro-Can	6.00	\$1.83	\$12.44	\$14.27
2. One 20-gallon Garbage Cart	12.00	\$3.66	\$16.66	\$20.32
3. One 32/35 -gallon Garbage Cart	19.20	\$5.86	\$20.55	\$26.41
4. One 45-gallon Garbage Cart	27.00	\$8.25	\$27.79	\$36.04
5. One 60/64-gallon Garbage Cart	38.40	\$11.74	\$29.38	\$41.12
6. One 90/96-gallon Garbage Cart	57.60	\$17.60	\$33.54	\$51.14
7. Additional 32 Gallon Cans (weekly svc)	-	\$5.87	\$7.77	\$13.64
8. Extras (32 gallon equivalent)	-	\$1.35	\$2.95	\$4.30
9. Miscellaneous Fees:				
a. Extra Yard Debris (32 gallon bag/bundle/can)				\$3.11
b. 2nd and Additional 96-Gallon Yard Waste Cart				\$6.22
c. Return Trip				\$6.22
d. Roll-out Charge, per 25 ft, per cart, per time				\$3.11
e. Drive-in Charge, per month				\$6.22
f. Extended Vacation Hold (per week)				\$1.00
g. Overweight/Oversize container (per p/u)				\$3.11
h. Redelivery of one or more containers				\$10.37
i. Cart Cleaning (per cart per cleaning)				\$10.37
<b>C. ON-CALL BULKY WASTE COLLECTION</b>				
1. Non-CFC Containing Large Appliances ("white goods"), per item				\$20.73
2. Refrigerators/Freezers/Air Conditioners per item				\$31.10
3. Sofas, Chairs, per item	-	\$7.63	\$13.99	\$21.62
4. Mattresses, Boxsprings, per item	-	\$7.63	\$13.99	\$21.62
<b>D. WEEKLY COMMERCIAL &amp; MULTIFAMILY CAN AND CART</b>				
1. One 20-gallon Garbage Cart	12.00	\$3.66	\$14.77	\$18.43
2. One 32/35-gallon Garbage Cart	19.20	\$5.86	\$16.65	\$22.51
3. One 45-gallon Garbage Cart	27.00	\$8.25	\$19.16	\$27.41
4. One 60/64-gallon Garbage Cart	38.40	\$11.74	\$22.22	\$33.96
5. One 90/96-gallon Garbage Cart	57.60	\$17.60	\$25.55	\$43.15
6. Extras (32-gallon equivalent)	-	\$1.35	\$4.06	\$5.41
7. Miscellaneous Fees:				
a. Weekly 64-gal Cart Yard Debris/Foodwaste service				\$24.92
b. Return Trip				\$7.89
c. Roll-out Charge, per addtn'l 25 ft, per cart, per p/u				\$1.97
d. Redelivery of containers				\$13.14
e. Cart Cleaning (per cart per cleaning)				\$13.14
<b>E. WEEKLY COMMERCIAL DETACHABLE CONTAINER (COMPACTED)</b>				
1. 1 Cubic Yard Container	394.80	\$120.63	\$111.80	\$232.43
2. 1.5 Cubic Yard Container	789.60	\$241.28	\$206.34	\$447.62
3. 2 Cubic Yard Container	1,184.40	\$361.91	\$300.89	\$662.80
4. 3 Cubic Yard Container	1,579.20	\$482.55	\$410.04	\$892.59
5. 4 Cubic Yard Container	1,974.00	\$603.19	\$519.21	\$1,122.40
6. 6 Cubic Yard Container	2,961.00	\$892.63	\$615.93	\$1,508.56
<b>F. COMMERCIAL DETACHABLE CONTAINER (LOOSE)</b>				
1. 1 Cubic Yard, 1 pickup/week	112.80	\$34.47	\$71.20	\$105.67
2. 1 Cubic Yard, 2 pickups/week	225.60	\$68.93	\$135.86	\$204.70
3. 1 Cubic Yard, 3 pickups/week	338.40	\$103.40	\$200.49	\$303.89
4. 1 Cubic Yard, 4 pickups/week	451.20	\$137.88	\$265.13	\$403.01
5. 1 Cubic Yard, 5 pickups/week	564.00	\$172.34	\$329.77	\$502.11
6. 1.5 Cubic Yard, 1 pickup/week	169.20	\$51.70	\$100.24	\$151.94
7. 1.5 Cubic Yard, 2 pickups/week	338.40	\$103.40	\$193.94	\$297.34

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.500 Solid Waste Rate Schedule**

<b>Solid Waste Rate Schedule from CleanScapes</b>				
<b>Service Level</b>	<b>Pounds Per Unit</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>2020 Fee Total</b>
8. 1.5 Cubic Yard, 3 pickups/week	507.60	\$155.11	\$287.61	\$442.72
9. 1.5 Cubic Yard, 4 pickups/week	676.80	\$206.81	\$381.30	\$588.11
10. 1.5 Cubic Yard, 5 pickups/week	846.00	\$258.51	\$474.98	\$733.49
11. 2 Cubic Yard, 1 pickups/week	225.60	\$68.93	\$129.74	\$198.67
12. 2 Cubic Yard, 2 pickups/week	451.20	\$137.88	\$252.89	\$390.77
13. 2 Cubic Yard, 3 pickups/week	676.80	\$206.81	\$376.06	\$582.87
14. 2 Cubic Yard, 4 pickups/week	902.40	\$275.74	\$499.21	\$774.95
15. 2 Cubic Yard, 5 pickups/week	1,128.00	\$344.68	\$622.37	\$967.05
16. 3 Cubic Yard, 1 pickup/week	338.40	\$103.40	\$178.20	\$281.60
17. 3 Cubic Yard, 2 pickups/week	676.80	\$206.81	\$349.84	\$556.65
18. 3 Cubic Yard, 3 pickups/week	1,015.20	\$310.21	\$521.46	\$831.67
19. 3 Cubic Yard, 4 pickups/week	1,353.60	\$413.62	\$693.10	\$1,106.72
20. 3 Cubic Yard, 5 pickups/week	1,692.00	\$517.02	\$1,275.25	\$1,792.27
21. 4 Cubic Yard, 1 pickup/week	451.20	\$137.88	\$226.67	\$364.55
22. 4 Cubic Yard, 2 pickups/week	902.40	\$275.74	\$446.78	\$722.52
23. 4 Cubic Yard, 3 pickups/week	1,353.60	\$413.62	\$666.90	\$1,080.52
24. 4 Cubic Yard, 4 pickups/week	1,804.80	\$551.49	\$886.99	\$1,438.48
25. 4 Cubic Yard, 5 pickups/week	2,256.00	\$689.37	\$1,107.10	\$1,796.47
26. 6 Cubic Yard, 1 pickup/week	676.80	\$206.81	\$323.63	\$530.44
27. 6 Cubic Yard, 2 pickups/week	1,353.60	\$413.62	\$640.68	\$1,054.30
28. 6 Cubic Yard, 3 pickups/week	2,030.40	\$620.42	\$957.72	\$1,578.14
29. 6 Cubic Yard, 4 pickups/week	2,707.20	\$827.23	\$1,274.77	\$2,102.00
30. 6 Cubic Yard, 5 pickups/week	3,384.00	\$1,034.04	\$1,591.83	\$2,625.87
31. 8 Cubic Yard, 1 pickup/week	902.40	\$275.74	\$411.83	\$687.57
32. 8 Cubic Yard, 2 pickups/week	1,804.80	\$551.49	\$817.08	\$1,368.57
33. 8 Cubic Yard, 3 pickups/week	2,707.20	\$827.23	\$1,222.35	\$2,049.58
34. 8 Cubic Yard, 4 pickups/week	3,609.60	\$1,102.98	\$1,627.60	\$2,730.58
35. 8 Cubic Yard, 5 pickups/week	4,512.00	\$1,378.72	\$2,032.86	\$3,411.58
36. Extra loose cubic yard in container, per pickup	-	\$7.97	\$6.12	\$14.09
37. Extra loose cubic yard on ground, per pickup	-	\$7.97	\$19.26	\$27.23
38. Detachable Container Miscellaneous Fees (per occurrence):				
a. Stand-by Time (per minute)				\$2.10
b. Container Cleaning (per yard of container size)				\$13.14
c. Fee for Collection of Contaminated Recycling or Compost Containers				\$25.00
d. Redelivery of Containers				\$26.29
e. Return Trip				\$13.14
<b>Service Level (based on pick ups)</b>	<b>Daily Rent</b>	<b>Monthly Rent</b>	<b>Delivery Charge</b>	<b>Haul Charge</b>
<b>G. COMMERCIAL &amp; MULTIFAMILY DROP-BOX COLLECTION</b>				
1. Non-compacted 10 cubic yard Drop-box (6 boxes)	8.26	\$82.67	\$148.82	\$210.12
2. Non-compacted 15 cubic yard Drop-box	8.26	\$82.67	\$148.82	\$210.12
3. Non-compacted 20 cubic yard Drop-box (7 boxes)	8.26	\$115.75	\$148.82	\$255.00
4. Non-compacted 25 cubic yard Drop-box	8.26	\$132.28	\$148.82	\$277.37
5. Non-compacted 30 cubic yard Drop-box (11 boxes)	8.26	\$148.82	\$148.82	\$299.77
6. Non-compacted 40 cubic yard Drop-box (2 boxes)	8.26	\$165.35	\$148.82	\$344.58
7. Compacted 10 cubic yard Drop-box (2 boxes)			\$165.35	\$265.63
8. Compacted 20 cubic yard Drop-box (3 boxes)			\$165.35	\$288.03
9. Compacted 25 cubic yard Drop-box (2 boxes)			\$165.35	\$310.42
10. Compacted 30 cubic yard Drop-box (4 boxes)			\$165.35	\$332.85
11. Compacted 40 cubic yard Drop-box (1 box)			\$165.35	\$377.65

3.01.500 Solid Waste Rate Schedule

Solid Waste Rate Schedule from CleanScapes				
Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
12. Drop-box Miscellaneous Fees				Per Event
a. Return Trip				\$32.85
b. Stand-by Time (per minute)				\$2.10
c. Container cleaning (per yard of container size)				\$13.14
d. Drop-box directed to other facility (per one-way mile)				\$3.94
Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
<b>H. TEMPORARY COLLECTION HAULING</b>				
1. 2 Yard detachable Container	270.00	\$19.06	\$136.46	\$155.52
2. 4 Yard detachable container	540.00	\$38.11	\$138.84	\$176.95
3. 6 Yard detachable container	810.00	\$57.17	\$141.24	\$198.41
4. 8 Yard detachable container	1,080.00	\$76.21	\$143.62	\$219.83
5. Non-compacted 10 cubic yard Drop-box				\$193.65
6. Non-compacted 20 cubic yard Drop-box				\$223.44
7. Non-compacted 30 cubic yard Drop-box				\$253.24
8. Non-compacted 40 cubic yard Drop-box				\$268.13
Service Level		Delivery Fee	Daily Rental	Monthly Rental
<b>I. TEMPORARY COLLECTION CONTAINER RENTAL AND DELIVERY</b>				
1. 2 Yard detachable container		\$85.61	\$4.89	\$58.70
2. 4 Yard detachable container		\$85.61	\$4.89	\$58.70
3. 6 Yard detachable container		\$85.61	\$4.89	\$58.70
4. 8 Yard detachable container		\$85.61	\$4.89	\$58.70
Service Level		Delivery Fee	Daily Rental	Monthly Rental
5. Non-compacted 10 cubic yard Drop-box		\$110.08	\$7.34	\$88.06
6. Non-compacted 20 cubic yard Drop-box		\$110.08	\$7.34	\$88.06
7. Non-compacted 30 cubic yard Drop-box		\$110.08	\$7.34	\$88.06
8. Non-compacted 40 cubic yard Drop-box		\$110.08	\$7.34	\$88.06
<b>J. EVENT SERVICES</b>				Per Day
1. Delivery, provision, collection of a set of 3 carts (G, R & C)				\$32.85
<b>K. HOURLY RATES</b>				Per Hour
1. Rear/Side-load packer + driver				\$164.27
2. Front-load packer + driver				\$164.27
3. Drop-box Truck + driver				\$164.27
4. Additional Labor (per person)				\$88.73

[Ord. 858 § 1 (Exh. A), 2019; Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 § 3(b) (Exh. B), 2010; Ord. 563 § 4 (Exh. B), 2009]

**City of Shoreline  
Fee Schedules**

**3.01.800 Fee Waiver**

The city manager or designee is authorized to waive the following fees as a city contribution toward events which serve the community and are consistent with adopted city programs:

- A. Right-of-way permits (SMC 3.01.010).
- B. Facility use and meeting room fees (SMC 3.01.300).
- C. Concessionaire permits (SMC 3.01.300).
- D. The city manager is authorized to designate collection points in the City Hall lobby, Shoreline Pool, or Spartan Recreation Center for any charitable organization without charge to be used for the donation of food or goods that will benefit Shoreline residents in need.

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 779 § 1, 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 704 § 1, 2015; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 602 § 2, 2011; Ord. 570 § 2, 2010; Ord. 243 § 1, 2000]

**3.01.810 Collection Fees (Financial)**

	2020
The maker of any check that is returned to the city due to insufficient funds or a closed account shall be assessed a collection fee	\$33.50

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 704 § 1, 2015; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 § 3(b) (Exh. B), 2010; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 §§ 5, 14, 2006; Ord. 315, 2002; Ord. 294 § 1, 2001; Ord. 285 § 1, 2001. Formerly 3.01.040.]

**3.01.820 Annual Adjustments**

Increases of the fees contained in the fee schedules in this chapter shall be calculated on an annual basis by January 1st of each year by the average for the period that includes the last six months of the previous budget year and the first six months of the current budget year of the Seattle-Tacoma-Bellevue Consumer Price Index for all urban consumers (CPI-U), unless the Shoreline Municipal Code calls for the use of another index / other indices, the fee is set by another agency, or specific circumstances apply to the calculation of the fee. The appropriate adjustment shall be calculated each year and included in the city manager’s proposed budget. The city manager may choose to not include the calculated adjustments in the city manager’s proposed budget and the city council may choose to not include the calculated adjustments in the adopted budget for select user fees in any individual budget year without impacting the full force of this section for subsequent budget years. The annual adjustments to the fees in this chapter shall be rounded as appropriate to ensure efficient administration of fee collection.

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 779 § 1, 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 704 § 1, 2015; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 451 § 15, 2006]

# Exhibit B

**City of Shoreline**  
**Range Placement Table**  
**2.5% Between Ranges; 4% Between Steps**

June '18 cpi-U            N/A  
 June '19 cpi-U            N/A  
 Estimated % Change        2.32%  
 95% of % Change:        2.200%

Estimated Mkt Adj:        **2.20%**  
 Effective:                    January 1, 2020

The hourly rates represented here have been rounded to 2 decimal points and annual rates to the nearest dollar. Pay is calculated using 5 decimal points for accuracy and rounded after calculation.

Range	Title	FLSA Status	Training Step 0	Min	Step 2	Step 3	Step 4	Step 5	Max
				Step 1					Step 6
1			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage
2			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage
3			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.80 28,696
4			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	14.14 29,413
5			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.94 28,989	14.49 30,149
6			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.74 28,571	14.29 29,714	14.86 30,902
7			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.54 28,159	14.08 29,285	14.64 30,457	15.23 31,675
8			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.88 28,863	14.43 30,017	15.01 31,218	15.61 32,467
9			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.68 28,447	14.22 29,584	14.79 30,768	15.38 31,998	16.00 33,278
10			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	14.02 29,158	14.58 30,324	15.16 31,537	15.77 32,798	16.40 34,110

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 Estimated % Change        2.32%  
 95% of % Change:        2.200%

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Range	Title	FLSA Status	Training Step 0	Min					Max
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
11			n/a due to changes in WA State Min Wage	13.82 28,737	14.37 29,887	14.94 31,082	15.54 32,325	16.16 33,618	16.81 34,963
12			13.59 28,277	14.16 29,456	14.73 30,634	15.32 31,859	15.93 33,133	16.57 34,459	17.23 35,837
13			13.93 28,984	14.52 30,192	15.10 31,400	15.70 32,656	16.33 33,962	16.98 35,320	17.66 36,733
14			14.28 29,709	14.88 30,947	15.47 32,185	16.09 33,472	16.74 34,811	17.41 36,203	18.10 37,651
15			14.64 30,452	15.25 31,720	15.86 32,989	16.49 34,309	17.15 35,681	17.84 37,108	18.55 38,593
16			15.01 31,213	15.63 32,513	16.26 33,814	16.91 35,166	17.58 36,573	18.29 38,036	19.02 39,558
17			15.38 31,993	16.02 33,326	16.66 34,659	17.33 36,046	18.02 37,487	18.74 38,987	19.49 40,547
18			15.77 32,793	16.42 34,159	17.08 35,526	17.76 36,947	18.47 38,425	19.21 39,962	19.98 41,560
19			16.16 33,613	16.83 35,013	17.51 36,414	18.21 37,870	18.94 39,385	19.69 40,961	20.48 42,599
20			16.56 34,453	17.25 35,889	17.94 37,324	18.66 38,817	19.41 40,370	20.18 41,985	20.99 43,664

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				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
21			16.98	17.69	18.39	19.13	19.89	20.69	21.52
			35,315	36,786	38,257	39,788	41,379	43,034	44,756
22			17.40	18.13	18.85	19.61	20.39	21.21	22.06
			36,197	37,706	39,214	40,782	42,414	44,110	45,875
23			17.84	18.58	19.32	20.10	20.90	21.74	22.61
			37,102	38,648	40,194	41,802	43,474	45,213	47,022
24			18.28	19.05	19.81	20.60	21.42	22.28	23.17
			38,030	39,614	41,199	42,847	44,561	46,343	48,197
25			18.74	19.52	20.30	21.11	21.96	22.84	23.75
			38,981	40,605	42,229	43,918	45,675	47,502	49,402
26			19.21	20.01	20.81	21.64	22.51	23.41	24.34
			39,955	41,620	43,285	45,016	46,817	48,689	50,637
27			19.69	20.51	21.33	22.18	23.07	23.99	24.95
			40,954	42,660	44,367	46,142	47,987	49,907	51,903
28			20.18	21.02	21.86	22.74	23.65	24.59	25.58
			41,978	43,727	45,476	47,295	49,187	51,154	53,200
29			20.69	21.55	22.41	23.31	24.24	25.21	26.22
			43,027	44,820	46,613	48,477	50,416	52,433	54,531
30			21.20	22.09	22.97	23.89	24.84	25.84	26.87
			44,103	45,941	47,778	49,689	51,677	53,744	55,894



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				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
31			21.73 45,206	22.64 47,089	23.54 48,973	24.49 50,932	25.47 52,969	26.48 55,088	27.54 57,291	
32			22.28 46,336	23.20 48,266	24.13 50,197	25.10 52,205	26.10 54,293	27.15 56,465	28.23 58,723	
33			22.83 47,494	23.79 49,473	24.74 51,452	25.73 53,510	26.75 55,650	27.83 57,876	28.94 60,191	
34	Administrative Assistant I	Non-Exempt, Hourly	23.40	24.38	25.35	26.37	27.42	28.52	29.66	
	Grounds Maintenance Worker I	Non-Exempt, Hourly	48,681	50,710	52,738	54,848	57,042	59,323	61,696	
	Public Disclosure Specialist	Non-Exempt, Hourly								
	Senior Lifeguard	Non-Exempt, Hourly								
	WW Utility Administrative Assist I	Non-Exempt, Hourly								
	WW Utility Customer Service Rep	Non-Exempt, Hourly								
35			23.99 49,898	24.99 51,978	25.99 54,057	27.03 56,219	28.11 58,468	29.23 60,806	30.40 63,239	
36	Parks Maintenance Worker I	Non-Exempt, Hourly	24.59	25.61	26.64	27.70	28.81	29.96	31.16	
	PW Maintenance Worker I	Non-Exempt, Hourly	51,146	53,277	55,408	57,624	59,929	62,327	64,820	
37	Finance Technician	Non-Exempt, Hourly	25.20	26.25	27.30	28.40	29.53	30.71	31.94	
	Recreation Specialist I	Non-Exempt, Hourly	52,425	54,609	56,793	59,065	61,428	63,885	66,440	
	WW Utility Accounting Technician	Non-Exempt, Hourly								
38	Administrative Assistant II	Non-Exempt, Hourly	25.83	26.91	27.99	29.11	30.27	31.48	32.74	
	Facilities Maintenance Worker I	Non-Exempt, Hourly	53,735	55,974	58,213	60,542	62,963	65,482	68,101	
	Grounds Maintenance Worker II	Non-Exempt, Hourly								

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				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
39		Non-Exempt, Hourly	26.48	27.58	28.69	29.83	31.03	32.27	33.56
		Non-Exempt, Hourly	55,079	57,374	59,668	62,055	64,537	67,119	69,804
40	Parks Maintenance Worker II	Non-Exempt, Hourly	27.14	28.27	29.40	30.58	31.80	33.08	34.40
	Permit Technician	Non-Exempt, Hourly	56,456	58,808	61,160	63,607	66,151	68,797	71,549
	PW Maintenance Worker II	Non-Exempt, Hourly							
	WW Utility Maintenance Worker	Non-Exempt, Hourly							
41	Recreation Specialist II	Non-Exempt, Hourly	27.82	28.98	30.14	31.34	32.60	33.90	35.26
	Senior Finance Technician	Non-Exempt, Hourly	57,867	60,278	62,689	65,197	67,805	70,517	73,337
	Special Events Coordinator	Non-Exempt, Hourly							
	Public Art Coordinator	Non-Exempt, Hourly							
42	Administrative Assistant III	Non-Exempt, Hourly	28.52	29.70	30.89	32.13	33.41	34.75	36.14
	Communication Specialist	Non-Exempt, Hourly	59,314	61,785	64,256	66,827	69,500	72,280	75,171
	Environmental Program Specialist	Non-Exempt, Hourly							
	Facilities Maintenance Worker II	Non-Exempt, Hourly							
	Human Resources Technician	Non-Exempt, Hourly							
	Legal Assistant	Non-Exempt, Hourly							
	Records Coordinator	Non-Exempt, Hourly							
	Transportation Specialist	Non-Exempt, Hourly							
	Surface Water Program Specialist	Non-Exempt, Hourly							
43	Payroll Officer	Non-Exempt, Hourly	29.23	30.45	31.66	32.93	34.25	35.62	37.04
	Purchasing Coordinator	Non-Exempt, Hourly	60,796	63,330	65,863	68,497	71,237	74,087	77,050
44	Assistant Planner	EXEMPT, Annual	29.96	31.21	32.46	33.75	35.10	36.51	37.97
	Engineering Technician	Non-Exempt, Hourly	62,316	64,913	67,509	70,210	73,018	75,939	78,976
	Senior Grounds Maintenance Worker	Non-Exempt, Hourly							

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				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
45	CRT Representative	Non-Exempt, Hourly	30.71	31.99	33.27	34.60	35.98	37.42	38.92	
	PRCS Rental & System Coordinator	Non-Exempt, Hourly	63,874	66,536	69,197	71,965	74,844	77,837	80,951	
	Recreation Specialist III - Aquatics	Non-Exempt, Hourly								
46	Deputy City Clerk	Non-Exempt, Hourly	31.48	32.79	34.10	35.46	36.88	38.36	39.89	
	GIS Technician	Non-Exempt, Hourly	65,471	68,199	70,927	73,764	76,715	79,783	82,975	
	IT Specialist	Non-Exempt, Hourly								
	Plans Examiner I	Non-Exempt, Hourly								
	Senior Facilities Maintenance Worker	Non-Exempt, Hourly								
	Senior PW Maintenance Worker	Non-Exempt, Hourly								
	Senior Parks Maintenance Worker-General Mntenance	Non-Exempt, Hourly								
	Senior Parks Maintenance Worker-Urban Forestry	Non-Exempt, Hourly								
Staff Accountant	EXEMPT, Annual									
Senior Surface Water Program Specialist	Non-Exempt, Hourly									
Senior WW Utility Maintenance Worker	Non-Exempt, Hourly									
47	Code Enforcement Officer	Non-Exempt, Hourly	32.26	33.61	34.95	36.35	37.80	39.32	40.89	
	Construction Inspector	Non-Exempt, Hourly	67,108	69,904	72,700	75,608	78,633	81,778	85,049	
	Executive Assistant to City Manager	EXEMPT, Annual								
48	Associate Planner	EXEMPT, Annual	33.07	34.45	35.83	37.26	38.75	40.30	41.91	
			68,786	71,652	74,518	77,498	80,598	83,822	87,175	
49	IT Functional Analyst	EXEMPT, Annual	33.90	35.31	36.72	38.19	39.72	41.31	42.96	
	PRCS Supervisor I - Recreation	EXEMPT, Annual	70,505	73,443	76,381	79,436	82,613	85,918	89,355	
	Grounds Maintenance Supervisor	EXEMPT, Annual								

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				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
50	B&O Tax Analyst	EXEMPT, Annual	34.74	36.19	37.64	39.15	40.71	42.34	44.03
	Budget Analyst	EXEMPT, Annual	72,268	75,279	78,290	81,422	84,679	88,066	91,589
	Combination Inspector	Non-Exempt, Hourly							
	Diversity and Inclusion Coordinator	EXEMPT, Annual							
	Emergency Management Coordinator	EXEMPT, Annual							
	Environmental Services Coordinator	EXEMPT, Annual							
	Management Analyst	EXEMPT, Annual							
	Neighborhoods Coordinator	EXEMPT, Annual							
	Plans Examiner II	Non-Exempt, Hourly							
	Utility Operations Specialist	Non-Exempt, Hourly							
	WW Utility Specialist	Non-Exempt, Hourly							
Senior Accounting Analyst	EXEMPT, Annual								
51			35.61	37.10	38.58	40.12	41.73	43.40	45.13
			74,075	77,161	80,247	83,457	86,796	90,268	93,878
52	Senior Human Resources Analyst	EXEMPT, Annual	36.50	38.02	39.55	41.13	42.77	44.48	46.26
	Web Developer	EXEMPT, Annual	75,926	79,090	82,254	85,544	88,966	92,524	96,225
53	Communications Program Manager	EXEMPT, Annual	37.42	38.97	40.53	42.16	43.84	45.59	47.42
	PRCS Supervisor II - Aquatics	EXEMPT, Annual	77,825	81,067	84,310	87,682	91,190	94,837	98,631
	PRCS Supervisor II - Recreation	EXEMPT, Annual							
54	CMO Management Analyst	EXEMPT, Annual	38.35	39.95	41.55	43.21	44.94	46.73	48.60
	Grants Administrator	EXEMPT, Annual	79,770	83,094	86,418	89,874	93,469	97,208	101,097
	Code Enforcement and CRT Supervisor	EXEMPT, Annual							
	Plans Examiner III	Non-Exempt, Hourly							
	PW Maintenance Superintendent	EXEMPT, Annual							
	Senior Planner	EXEMPT, Annual							
	Senior Management Analyst	EXEMPT, Annual							

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				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
55	Engineer I - Capital Projects	EXEMPT, Annual	39.31	40.95	42.59	44.29	46.06	47.90	49.82
	Engineer I - Development Review	EXEMPT, Annual	81,764	85,171	88,578	92,121	95,806	99,638	103,624
	Engineer I - Surface Water	EXEMPT, Annual							
	Engineer I - Traffic	EXEMPT, Annual							
56	City Clerk	EXEMPT, Annual	40.29	41.97	43.65	45.40	47.21	49.10	51.06
	Parks Superintendent	EXEMPT, Annual	83,809	87,301	90,793	94,424	98,201	102,129	106,215
57	Network Administrator	EXEMPT, Annual	41.30	43.02	44.74	46.53	48.39	50.33	52.34
	IT Projects Manager	EXEMPT, Annual	85,904	89,483	93,062	96,785	100,656	104,683	108,870
58			42.33	44.10	45.86	47.69	49.60	51.59	53.65
			88,051	91,720	95,389	99,205	103,173	107,300	111,592
59	Budget and Tax Manager	EXEMPT, Annual	43.39	45.20	47.01	48.89	50.84	52.88	54.99
	Engineer II - Capital Projects	EXEMPT, Annual	90,253	94,013	97,774	101,685	105,752	109,982	114,381
	Engineer II - Development Review	EXEMPT, Annual							
	Engineer II - Surface Water	EXEMPT, Annual							
	Engineer II - Traffic	EXEMPT, Annual							
	IT Systems Analyst	EXEMPT, Annual							
	Structural Plans Examiner	EXEMPT, Annual							
	Lynnwood Link Extension Light Rail Project Manager Wastewater Manager	EXEMPT, Annual EXEMPT, Annual							
60	Community Services Manager	EXEMPT, Annual	44.48	46.33	48.18	50.11	52.11	54.20	56.37
	Permit Services Manager	EXEMPT, Annual	92,509	96,364	100,218	104,227	108,396	112,732	117,241
	Recreation Superintendent	EXEMPT, Annual							
61			45.59	47.49	49.39	51.36	53.42	55.55	57.78
			94,822	98,773	102,724	106,833	111,106	115,550	120,172
62	Fleet and Facilities Manager	EXEMPT, Annual	46.73	48.67	50.62	52.65	54.75	56.94	59.22
			97,192	101,242	105,292	109,503	113,883	118,439	123,176

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63	Building Official	EXEMPT, Annual	47.90	49.89	51.89	53.96	56.12	58.37	60.70
	City Traffic Engineer	EXEMPT, Annual	99,622	103,773	107,924	112,241	116,731	121,400	126,256
	Economic Development Program Manager	EXEMPT, Annual							
	Intergovernmental / CMO Program Manager	EXEMPT, Annual							
	Planning Manager	EXEMPT, Annual							
64	SW Utility Manager	EXEMPT, Annual							
	Finance Manager	EXEMPT, Annual	49.09	51.14	53.18	55.31	57.52	59.82	62.22
65			102,113	106,367	110,622	115,047	119,649	124,435	129,412
	Assistant City Attorney	EXEMPT, Annual	50.32	52.42	54.51	56.69	58.96	61.32	63.77
	Development Review and Construction Manager	EXEMPT, Annual	104,665	109,027	113,388	117,923	122,640	127,546	132,647
	Engineering Manager	EXEMPT, Annual							
	Transportation Services Manager	EXEMPT, Annual							
66			51.58	53.73	55.88	58.11	60.44	62.85	65.37
			107,282	111,752	116,222	120,871	125,706	130,734	135,964
67	Information Technology Manager	EXEMPT, Annual	52.87	55.07	57.27	59.56	61.95	64.42	67.00
	Utility & Operations Manager	EXEMPT, Annual	109,964	114,546	119,128	123,893	128,849	134,003	139,363
68			54.19	56.45	58.70	61.05	63.50	66.03	68.68
			112,713	117,410	122,106	126,990	132,070	137,353	142,847
69	City Engineer	EXEMPT, Annual	55.54	57.86	60.17	62.58	65.08	67.69	70.39
			115,531	120,345	125,159	130,165	135,372	140,787	146,418
70			56.93	59.30	61.68	64.14	66.71	69.38	72.15
			118,419	123,354	128,288	133,419	138,756	144,306	150,079
71			58.36	60.79	63.22	65.75	68.38	71.11	73.96
			121,380	126,437	131,495	136,755	142,225	147,914	153,830

# Exhibit B

**City of Shoreline**  
**Range Placement Table**  
**2.5% Between Ranges; 4% Between Steps**

June '18 cpi-U            N/A  
 June '19 cpi-U            N/A  
 Estimated % Change        2.32%  
 95% of % Change:        2.200%

Estimated Mkt Adj:        **2.20%**  
 Effective:                    January 1, 2020

The hourly rates represented here have been rounded to 2 decimal points and annual rates to the nearest dollar. Pay is calculated using 5 decimal points for accuracy and rounded after calculation.

Range	Title	FLSA Status	Training Step 0	Min					Max
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
72			59.81 124,414	62.31 129,598	64.80 134,782	67.39 140,174	70.09 145,781	72.89 151,612	75.81 157,676
73	Human Resource and Org. Development Director	EXEMPT, Annual	61.31 127,525	63.86 132,838	66.42 138,152	69.08 143,678	71.84 149,425	74.71 155,402	77.70 161,618
74				65.46 136,159	68.08 141,606	70.80 147,270	73.63 153,161	76.58 159,287	79.64 165,659
75	Administrative Services Director Parks, Rec & Cultural Svcs Director Planning & Community Development Director	EXEMPT, Annual EXEMPT, Annual EXEMPT, Annual	64.41 133,981	67.10 139,563	69.78 145,146	72.57 150,952	75.48 156,990	78.49 163,269	81.63 169,800
76	City Attorney Public Works Director	EXEMPT, Annual	66.02 137,330	68.78 143,052	71.53 148,774	74.39 154,725	77.36 160,914	80.46 167,351	83.68 174,045
77	Assistant City Manager	EXEMPT, Annual EXEMPT, Annual	67.67 140,763	70.49 146,629	73.31 152,494	76.25 158,594	79.30 164,937	82.47 171,535	85.77 178,396

**City of Shoreline  
Extra Help Range Placement Table  
2020**

Estimated COLA: 2.20%  
Effective: January 1, 2020

Range	Title	FLSA Status	Pay Band	
			Minimum	Maximum
1	Day Camp Leader Special Events Attendant Youth Outreach Leader	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$13.67	\$14.77
2	Building Monitor Indoor Playground Attendant Sr. Day Camp Leader Swim Instructor	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$13.91	\$15.08
3	Special Events Assistant Special Events Monitor Teen Program Leader Assistant	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$14.14	\$15.40
4	Records Clerk	Non-Exempt, Hourly	\$14.38	\$15.73
5	Lifeguard/Swim Instructor Undergraduate Intern Teen Program Leader	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$14.62	\$16.07
6			\$14.88	\$16.41
7			\$15.13	\$16.76
8			\$15.38	\$17.11
9	CIT Camp Director Front Desk Attendant Park Laborer Specialized Recreation Specialist	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$15.65	\$17.48
10			\$15.91	\$17.84
11	Out of School Time Program Director Assistant Camp Director	Non-Exempt, Hourly Non-Exempt, Hourly	\$16.18	\$18.22
12			\$16.45	\$18.60
13			\$16.74	\$19.00



**City of Shoreline  
Extra Help Range Placement Table  
2020**

Estimated COLA: 2.20%

Effective: January 1, 2020

Range	Title	FLSA Status	Pay Band	
			Minimum	Maximum
14	Camp Excel Specialist Camp Director	Non-Exempt, Hourly Non-Exempt, Hourly	\$17.03	\$19.40
15			\$17.32	\$19.83
16			\$17.61	\$20.24
17			\$17.91	\$20.65
18			\$18.21	\$21.09
19			\$18.52	\$21.53
20			\$18.84	\$21.99
21	Engineering Support Senior Lifeguard	Non-Exempt, Hourly Non-Exempt, Hourly	\$19.15	\$22.44
22			\$19.48	\$22.91
23			\$19.81	\$23.39
24			\$20.13	\$23.88
25			\$20.48	\$24.38
26			\$20.83	\$24.90
27			\$21.19	\$25.42

**City of Shoreline  
Extra Help Range Placement Table  
2020**

Estimated COLA: 2.20%  
Effective: January 1, 2020

Range	Title	FLSA Status	Pay Band	
			Minimum	Maximum
28	Finance Assistant Permitting Assistant	Non-Exempt, Hourly	\$21.54	\$25.95
29			\$21.91	\$26.49
30	Grounds Maintenance Laborer Parks Laborer		\$22.28	\$27.04
31	Computer Support GIS Support	Non-Exempt, Hourly Non-Exempt, Hourly	\$22.64	\$27.54
32	PW Seasonal Laborer	Non-Exempt, Hourly	\$23.20	\$28.23
33		Non-Exempt, Hourly	\$23.79	\$28.93
34		Non-Exempt, Hourly	\$24.37	\$29.66
35	CMO Fellowship	Non-Exempt, Hourly	\$24.99	\$30.40
36	Facilities Maintenance	Non-Exempt, Hourly	\$25.61	\$31.16
37			\$26.26	\$31.95
38			\$26.91	\$32.74
39			\$27.58	\$33.56
40			\$28.27	\$34.39
41			\$28.97	\$35.26
42			\$29.70	\$36.14

**City of Shoreline  
Extra Help Range Placement Table  
2020**

Estimated COLA: 2.20%

Effective: January 1, 2020

Range	Title	FLSA Status	Pay Band	
			Minimum	Maximum
43			\$30.45	\$37.05
44			\$31.20	\$37.97
45			\$31.99	\$38.92
46	Videographer	Non-Exempt, Hourly	\$32.79	\$39.89
	Expert Professional Inspector Instructor	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$13.67	\$39.98

**Table Maintenance:** The 2020 Extra Help table has been structured to blend in substantial change in WA State minimum wage occurring in 2020. In 2020, the minimum wage will be \$13.50. In 2020, apply a COLA to the extra help rates on the same basis as the regular rates. Then, in 2020, if any rates fall below \$13.50 adjust them to \$13.50. From then on, apply a COLA as usual and if any rates fall below WA State Minimum Wage, adjust them to the WA State Minimum Wage.

**Approval of Position Placement within the Table:** Human Resources recommends and the City Manager approves placement of a position within the pay table.

**Approval of the Table Rates:** The City Manager recommends and the City Council approves the table rates when adopting the budget.

**ORDINANCE NO. 873**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON LEVYING THE GENERAL TAXES FOR THE CITY OF SHORELINE IN KING COUNTY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2020, THE SECOND YEAR OF THE CITY OF SHORELINE'S 2019-2020 FISCAL BIENNIUM, ON ALL PROPERTY BOTH REAL AND PERSONAL, IN SAID CITY, WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CONDUCT CITY BUSINESS FOR THE SAID FISCAL YEAR AS REQUIRED BY LAW, AND LEVYING AN EXCESS LEVY FOR THE REPAYMENT OF UNLIMITED GENERAL OBLIGATION BONDS.**

**WHEREAS**, as required pursuant to RCW 35A.33.135, the City Council for the City of Shoreline and the City Manager have considered the City's anticipated financial requirements for 2020 and the amounts necessary and available to be raised by ad valorem taxes on real, personal, and utility property; and

**WHEREAS**, as required pursuant to RCW 84.55.120, a public hearing was held on November 4, 2019 to consider the revenue sources including the 2020 regular and excess property tax levies; and

**WHEREAS**, on November 8, 2016, Shoreline Proposition No. 1 (Basic Public Safety, Parks & Recreation, and Community Services Maintenance and Operations Levy) limiting annual levy increases for the years 2018 to 2022 to the June-to-June percentage change in the Seattle/Tacoma/Bellevue CPI-U was approved by the voters; and

**WHEREAS**, the maximum change from the 2019 levy to be used for calculating the 2020 regular levy, in addition to new construction, is based on the CPI-U index change from June 2018-to-June 2019 which is 2.29 percent, applied to the City's highest previous levy of \$13,426,997.00; and

**WHEREAS**, on May 16, 2006, Shoreline Proposition No. 1 (Parks and Open Space General Obligations Bonds) for the issuance of \$18,795,000.00 in unlimited general obligation bonds was approved by the voters;

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

**Section 1. Regular Property Tax Levy.** Based on the voter-approved limitation on annual levy increases, the City Council of the City of Shoreline has determined that the property tax levy for the year 2019 is fixed and established in the amount of \$13,844,870.00. This property tax levy represents a dollar increase of \$307,478.00 and a percentage increase of 2.29 percent from the levy amount of the previous year, excluding the addition of new construction, improvements to property, any increase in the value of state assessed property, any annexations that have occurred, and administrative refunds made as shown below:

	<b>Amount</b>
<b>2020 Regular Levy</b>	<b>\$13,844,870</b>
Less 2019 Levy	13,426,997
Less New Construction	110,395
Less Refunds	0
<b>Total Increase</b>	<b>307,478</b>
<b>Percent Increase</b>	<b>2.29%</b>

**Section 2. Voter-Approved Excess Tax Levy for Unlimited General Obligation Bonds.** In addition, a further tax is hereby levied to raise revenue to provide for the interest and redemption of the 2006 voter-approved unlimited general obligation bonds for the fiscal year of 2020 in the amount of \$1,694,837.00. This tax is applicable to all taxable property within the City of Shoreline.

**Section 3. Notice to King County.** This ordinance shall be certified to the proper County officials, as provided by law, and taxes herein levied shall be collected to pay to the Administrative Services Department of the City of Shoreline at the time and in the manner provided by the laws of the State of Washington for the collection of taxes for non-charter code cities.

**Section 4. 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 5. Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by State or Federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 6. Effective Date.** This ordinance shall be in full force five days after publication of this ordinance, or a summary consisting of its title, in the official newspaper of the City, as provided by law.

**ADOPTED BY THE CITY COUNCIL ON NOVEMBER 18, 2019.**

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Mayor Will Hall

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Date of Publication:                   , 2019  
Effective Date:                         , 2020

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

<b>AGENDA TITLE:</b>	Public Hearing on the 2019-2020 Biennial Budget and 2019-2024 Capital Improvement Plan with Special Emphasis on 2020 Regular and Excess Property Tax Levies, to be Set by Ordinance No. 873, and Other Revenues
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Sara Lane, Administrative Services Director Rick Kirkwood, Budget & Tax Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

State law requires that a mid-biennial review be completed during the first year of the biennium between September 1 and December 31. At the October 21, 2019 City Council Regular Meeting, the City Council was presented a brief financial update, recommended adjustments to the 2019-2020 Biennial Budget, and provided information on related policy issues.

This is the second of two scheduled public hearings on the 2019-2020 Biennial Budget and the 2019-2024 Capital Improvement Plan (CIP) Mid-Biennium Update required by state law (RCW 84.55.120) to address revenue sources including consideration of possible increases in property tax revenues prior to the City Council's adoption of:

- Proposed Ordinance No. 872 (Attachment A) providing for the mid-biennium budget modifications, including adoption of the 2020 Fee Schedules (Exhibit A), and
- proposed Ordinance No. 873 (Attachment B) setting the 2020 regular and excess property tax levies.

Consistent with this requirement, public notice was provided on October 24, 2019 of the public hearing addressing revenue sources, including the 2020 regular and excess property tax levies. This public hearing is an opportunity for residents and other stakeholders to provide input on the 2019-2020 Biennial Budget and 2019-2024 CIP revenue sources, including all proposed levies, taxes, fees, and rates to aid the City Council and City management in updating the City's 2019-2020 Biennial Budget and 2019-2024 Capital Improvement Plan.

Following the public hearing, the City Council will have the opportunity to ask for additional information or discuss potential changes to the proposed mid-biennium budget modification, including all proposed levies, taxes, fees, and rates. The adjustments discussed, and feedback received, may be incorporated in proposed

Ordinance Nos. 872 and 873 presented for adoption at the City Council's Regular Meeting on November 18, 2019.

**FINANCIAL IMPACT:**

The City Council adopted Ordinance No. 841, approving its first biennial budget for the 2019-2020 biennium, on November 19, 2018. The adopted biennial budget includes revenue and expenditure appropriations for the two years of the biennium for all funds. Since that time, the City Council has approved four amendments to the budget. The amended biennial budget for all funds totals \$209,744,780.

There is no financial impact associated with tonight's public hearing and subsequent discussion; however, the public is invited to provide testimony on the revenue sources including all levies, taxes, fees, and rates. This input may be incorporated in proposed Ordinance Nos. 872 and 873 presented for adoption at the City Council's Regular Meeting on November 18, 2019. In the subsequent discussion, the City Council will have an opportunity to continue its review of revenues and appropriations and recommended adjustments to the budget to address various emerging issues.

**RECOMMENDATION**

Staff recommends that the City Council conduct the public hearing to take public comment on the 2019-2020 Biennial Budget and 2019-2024 CIP revenue sources, including all proposed levies, taxes, fees, and rates.

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



## **BACKGROUND**

The City Council adopted Ordinance No. 841, approving its first biennial budget for the 2019-2020 biennium on November 19, 2018. The adopted biennial budget includes revenue and expenditure appropriations for both years of the biennium for all funds. Since that time, the City Council has approved four amendments to the budget. The City's budget is adopted at the fund level which sets the total biennial expenditure authority for each fund and totals \$209,744,780.

At the October 21<sup>st</sup> City Council Regular Meeting, the City Council was presented a brief financial update, recommended adjustments to the 2019-2020 Biennial Budget, and provided information on related policy issues. The link to the staff report for this Council discussion is available here:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport102119-8a.pdf>.

This mid-biennial budget review provides an opportunity to formally review revenues and appropriations and adjust the budget as needed to address various emerging issues.

State law requires a public hearing to address revenue sources including consideration of possible increases in property tax revenues (RCW 84.55.120) prior to the City Council's adoption of:

- Proposed Ordinance No. 872 (Attachment A) providing for the mid-biennium budget modifications, including adoption of the 2020 Fee Schedules (Exhibit A), and
- Proposed Ordinance No. 873 (Attachment B) setting the 2020 regular and excess property tax levies.

On November 18, the City Council will be asked to establish the City's 2020 Fee Schedules by adopting proposed Ordinance No. 872 and regular and excess property tax levies for 2020 by adopting proposed Ordinance No. 873. Proposed Ordinance No. 873 must be adopted prior to the December 2, 2019 deadline established by the King County Council for submission of levy amounts for 2020, the second year of the biennium. It should be noted that because City of Shoreline Proposition 1 was approved by voters in 2016 allowing the City to increase its property tax levy annually by the June-to-June percentage change in the Consumer Price Index for All Urban Consumers for the Seattle-Tacoma-Bellevue Area (CPI-U), the regular property tax levy should be established annually even though the City Council adopted a budget for the 2019-2020 biennium on November 19, 2018 and subsequently amended through June 2019.

## **DISCUSSION**

Tonight's public hearing is an opportunity for residents and other stakeholders to provide input on the 2019-2020 Biennial Budget and 2019-2024 CIP revenue sources, including all proposed levies, taxes, fees, and rates to aid the City Council and City management in updating the City's 2019-2020 Biennial Budget and 2019-2024 Capital

Improvement Plan. Following the public hearings, the City Council will have the opportunity to ask for additional information or discuss potential changes to the proposed mid-biennium budget modification, including all proposed levies, taxes, fees, and rates.

The following section of this staff report discusses possible increases in property tax revenues and proposed changes to the fee schedules:

### **Property Tax Levies**

Tonight, staff will present proposed Ordinance No. 873 (Attachment B) setting the following levies:

- Regular property tax, including new construction, and other increases allowed under RCW 84.55.010 and refund amounts, including the statutorily allowable increase for 2020, and
- Voted excess property tax levy to pay debt service payments related to the 2006 General Obligation bonds issued to fund open space acquisitions and park improvements.

### **Regular Property Tax Levy**

The regular property tax levy increase is limited to the lower of the Implicit Price Deflator (IPD) or 101% without voter approval. State law also limits the levy rate to \$1.60 per \$1,000 of assessed valuation (AV). State law (RCW 84.55.005 and WAC 458-19-005) provide the limit factors and process which the City must follow in adopting its property tax levy. For cities with a population of 10,000 or greater, the limit factor is the lesser of 100% plus inflation, as measured by the IPD, or 101% of the previous year's levy. For a city with a population of 10,000 or greater having made a finding of substantial need; the limit factor is the lesser of 101% or the limit factor contained in the ordinance of substantial need. The July IPD was 1.396%. Therefore, if Shoreline Proposition 1 was not approved by voters in 2016, the City Council would be required to adopt a 2020 property tax levy limited to an increase of 1.0% from the 2019 levy plus new construction and refunds.

However, as City of Shoreline Proposition 1 was approved by voters in 2016, the City is allowed to increase its property tax levy annually by the June-to-June percentage change in the Consumer Price Index for All Urban Consumers for the Seattle-Tacoma-Bellevue Area (CPI-U). When this CPI-U is applied for 2020, it results in an increase of 2.29%. In addition, the levy can increase due to the value of new construction and re-levy for prior year refunds.

### **Voter Approved Levy**

In May 2006, Shoreline voters approved an open space, parks, and trails bond to acquire open space and to improve and construct trails, parks, and recreational facilities. The debt service payments for the bond is paid for through an annual excess property tax levy, which for 2020 totals \$1,694,837.

### **Fee Schedules**

As prescribed in Shoreline Municipal Code (SMC) Section 3.01.820, increases of the fees contained in the fee schedules shall be calculated on an annual basis by the

average for the period that includes the last six months of the previous budget year and the first six months of the current budget year of the Seattle / Tacoma / Bellevue Consumer Price Index-All Urban Consumers (CPI-U ; link to historical table: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_seattle\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_seattle_table.pdf)), unless the SMC calls for the use of another index/other indices, the fee is set by another agency, or specific circumstances apply to the calculation of the fee.

The City Manager may choose to change user fees for all, some, or none of the fees listed, except those set by another agency (e.g., solid waste or fire impact fees). The text in the fee schedules presented in Attachment A – Exhibit A may have changes from the proposed fee schedules presented in the 2019-2020 Proposed Biennial Budget and 2019-2024 Capital Improvement Plan (CIP) book on pp. 464 through 496 with deletions shown as ~~strikethrough~~ and additions shown as **bold**.

#### Application of June-to-June Percentage Change of CPI-U

The 2020 proposed fee schedule discussed during the 2019-2020 biennial budget process in 2018 projected an increase of 2.32%. The actual June 2018-to-June 2019 percentage change in the CPI-U index is 2.29%. Therefore, unless otherwise discussed below, fees presented in the 2020 proposed schedule are increased by 2.29%.

#### Land Use and Non-Building Permit Fees (SMC 3.01.010 Planning and Community Development):

- The land use and non-building permit fees are based on an hourly rate. The hourly rate will increase from the current rate of \$199.00 to \$204.00 based on the increase in the CPI-U and rounded to the nearest whole dollar. Building permit fees are based on the value of construction. Therefore, inflationary increases or decreases are automatically considered within the fee calculation. Plan check fees are based on the building permit fee and therefore no adjustment is needed to these fees.
- *3.01.010(F)(3) – Planned Action Determination:* This fee is shifting from 3.01.010(G)(10) to 3.01.010(F)(3). The fee is being increased from \$341.00 to an hourly rate, 5-hour minimum (\$1,020.00) to recognize the complexity of a planned action determination.
- *3.01.010(G)(21) – Development Agreement:* The proposed fee will be an hourly rate, 125-hour minimum (\$25,500.00) to better reflect the level of effort and give applicants a more accurate sense of the ultimate cost.
- *3.01.010(G)(22) – Non-site Specific Comprehensive Plan or Development Regulation Amendment:* Staff proposes to add a fee for publicly initiated, non-site specific Comprehensive Plan or development code amendments. For example, a property owner requesting that an additional use be added to a specific zone or an advocacy group requesting a change to a Comprehensive Plan policy. The proposed fee is \$6,000.00 plus an environmental (SEPA checklist) review to capture staff time needed to process the request.

- *3.01.010(I)(9) – Transportation Impact Analysis (TIA) Review (20 or more trips):* Transportation Impact Analysis (TIA) for projects with 20 or more trips is being revised from a flat fee to an hourly fee with a one hour minimum to better reflect the variability in time spent on TIA reviews based on project differences. In addition to this change, 3.01.010(I)(10) – Transportation Impact Analysis (TIA) Review – additional review per hour can be stricken from the fee schedule.
- *3.01.010(J)(2) – Right of Way Use Limited:* Development Review staff regularly receive permit applications for work in the Right of Way that involve a limited scope of work. In these cases, a 1-hour minimum fee to complete intake and initial review is sufficient. A new Right of Way Use fee is proposed for limited work in the Right of Way when there is no Site or Building Permit associated with the work. The Right of Way Use Limited, Hourly Rate, 1-hour minimum fee will be applied to stand alone Right of Way use activity. Typical types of work that qualify include: driveway replacement, tree removal, sidewalk repair or small drainage repairs. SMC 3.01.010(J)(3) – Right of Way Use charged at an hourly rate with a 3-hour minimum will continue to apply to work associated with a Site or Building permit and included full frontage improvements.
- *3.01.010(L)(3) – Multiple Buildings:* This fee was moved from 3.01.010(M)(7) because it is best grouped with the other types of site development in L rather than subdivisions as it generally does not involve creation of new lots. No change is proposed to the fee.
- *3.01.010(M)(8) – Plat Alteration with Public Hearing:* Anyone who received notification in the mail about a plat alteration has an opportunity to request a public hearing (\$3,876.00) paid by the applicant, in addition to the 10-hour minimum fee of \$2,040.00, which was increased from a 2-hour minimum fee.
- *3.01.010(N)(2) – Reinspection Fees:* A reinspection fee may be assessed at \$272.00 if work is incomplete and corrections not completed
- *3.01.010(N)(3) – Additional Inspection Fees:* When additional inspections are necessary to accommodate phased construction work or if more inspections are required than included in the permit fee, a minimum of a one-hour fee of \$204.00 will be assessed.
- *3.01.010(N)(5) – Consultant Services:* The City may determine that a third-party technical review may be required during the permit review process if the scope of the permit exceeds staff resources. The City will obtain an estimate in advance, which will be reimbursed by the applicant. The City may also require the applicant to deposit an amount with the City which is estimated, at the discretion of the authorizing Department Director, to be sufficient to cover anticipated costs of retaining professional consultant services and ensure reimbursement to the City.

### Impact Fees (SMC 3.01.015 Transportation Impact Fees; SMC 3.01.016 Park Impact Fees)

Transportation Impact Fees and Park Impact Fees are adjusted by the percentage changes in the most recent annual change of the Construction Cost Index (CCI) published in the Engineering News-Record (ENR) for the Seattle area. Application of the ENR CCI to the Transportation Impact Fees and Park Impact Fees results in a year-over-year increases of 4.79% for 2020.

### Fire Impact Fees (SMC 3.01.017 Fire Impact Fees)

Much of the background information regarding the City's adoption of Fire Impact Mitigation Fees is available in the November 20, 2017 staff report (available here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport112017-8c.pdf>). The Fire Impact Mitigation Fees were adopted through Ordinance No. 791 and became effective on January 1, 2018.

### Fire- Operational (SMC 3.01.020 Fire – Operational)

The City adopts the fee schedule for the Shoreline Fire Department's operational fees.

### Business License Fees (SMC 3.01.200)

The following changes are proposed:

- *3.01.200(A)(3)(a)(i-iii) – Penalty Schedule for late annual business license renewal as described in SMC 5.05.080:* Shoreline Municipal Code (SMC) 5.05.060 sets forth an expiration date for business licenses. In 2019, business licenses are allowed to expire one year from the date of issuance; however, adoption of Ordinance No. 831 amended the expiration date for new licenses and renewals to December 31 annually in order to allow for the efficient implementation of *FileLocal's* standard configuration. SMC 5.05.080 provides for assessment of a late renewal penalty. In 2019, the fee schedule imposes a penalty on annual renewals received one, two, or three or more months after expiry. With the expiration date for renewals set to December 31 annually, it is proposed the fee schedule clearly reflect penalties will be imposed on those annual renewals received after January, February, or March.
- *3.01.200(B)(2) – Massage Manager:* The additional fee for fingerprint background checks increased from \$38 to \$58 effective July 1, 2019. This change cleans up the language in the fee schedule.
- *3.01.200(B)(11) – Panoram Operator:* The additional fee for background checks decreased from \$12 to \$11 effective July 1, 2019. This change cleans up the language in the fee schedule.

### Public Records (SMC 3.01.220)

Fees for copies of public records are set after determining the City's actual costs for producing them. The City Clerk keeps a Statement of Factors of Actual Costs which uses the cost of paper, toner, and staff time to determine the actual costs incurred. Based on an update to this document, staff is recommending two changes to the 2020 Fee Schedule. The Public Records Act allows agencies to charge actual costs if they are adopted after providing notice and public hearing. The City will publish a notice

stating public records costs are being addressed during the Mid-Biennial Budget Update hearing. The following changes are proposed:

- *3.01.220(1)(b) – Copies of paper larger than 11 by 17 inches - City Produced:* The change increases the fee for the first page from \$3.50 to \$5.00 and reduces the fee for each additional page from \$3.50 to \$1.50.
- *3.01.220(3)(a) – Copies of electronic records to file sharing site:* The change increases the fee from \$0.85 per minute to \$0.91 to reflect an increase in staff costs for copying records.

#### Park, Aquatic and Recreation Fees (SMC 3.01.300 Parks, Recreation and Cultural Services)

The Parks, Recreation and Cultural Services (PRCS) Department performed a comprehensive cost recovery evaluation in 2015 identifying cost recovery objectives for the various PRCS fees. Since that time PRCS performs cost recovery evaluation on a subset of their fees annually to ensure that fees continue to meet identified objectives and stay competitive in the market. Fees not evaluated each year are adjusted by CPI-U as described above.

#### Surface Water Management Rate Table (SMC 3.01.400)

The City Council provided direction to staff to pursue the Proactive Management Strategy for the 2018 Surface Water Master Plan update. The 2020 Surface Water Management fees reflect the financial impacts of the Proactive Management Strategy as was presented to the City Council in development of the Surface Water Master Plan.

#### Solid Waste Rate Table (SMC 3.01.500)

In 2016, the City Council entered into a 10-year contract for the City's 2017 – 2027 Comprehensive Garbage, Recyclables, and Compostable Collection Services with Recology CleanScapes Inc. (Recology). The contract was adopted on May 2, 2016, and collection services under the new contract started on March 1, 2017.

The contract was amended in June 2019 to increase single-family residential customers collection rates by \$1.35 per month and multifamily and commercial customers by \$2.10 per yard of garbage collected monthly. This rate increase provides additional annual revenue for Recology to intensify its efforts to eliminate problematic materials from recyclable materials at collection points. The City's administrative fee revenue on the rate increase will generate additional City revenues, some of which will fund a shift in the Environmental Services program. Additionally, in June 2019, City Council adopted Ordinance No. 858 amending SMC 3.01.500 to reflect the updated rate schedule.

Per section 4.3.1 of the Comprehensive Garbage, Recyclables, and Compostable Collection Contract with Recology CleanScapes Inc., Recology has until October 1 to submit a 2020 Rate Adjustment Schedule for City review and verification. Collection service charges, miscellaneous fees and contract options, excluding waste disposal fees, for each level of service shall increase or decrease each year by the June-to-June percentage change of the CPI-W for the Seattle-Tacoma-Bremerton area. Additionally, the contract calls for an annual rate adjustment to the collection fee component of

contract rates to take place. King County is not changing the disposal rate this year, so this component of the rates will remain unchanged. The City received the preliminary calculation from Recology on October 1, as follows:

	2018 Period	2019 Period	% change to PY Index	Contractual Adjustment	% change to fee
CPI-W (4.3.1)	268.96	273.49	1.685%	100.000%	1.685%
Disposal (4.3.2)	140.82	140.82	0.000%	100.000%	0.000%

A 2020 rate table was provided by Recology on October 15 and is included in this staff report. Finalized 2020 rates and updated service information will be mailed to customers on or before November 15, which is 45 days in advance of the new rates taking effect.

### **Responses to City Council Questions**

As part of the City Council’s fiduciary responsibilities to citizens, businesses, and other taxpayers, the Mayor and Councilmembers asked a questions during the October 21 mid-biennial budget review. Staff has provided a response to a question below.

Councilmember Roberts asked what is the rationale for the addition of the Non-site Specific Comprehensive Plan or Development Regulation Amendment fee (3.01.010(G)(22)). This fee would be charged for a publicly initiated, non-site specific Comprehensive Plan or development code amendment such as those requested by a property owner to add an additional use to a specific zone or an advocacy group to change a Comprehensive Plan policy. It is proposed to be set at a sufficient rate that allows for reasonable cost recovery of staff’s time (approximately 30 hours) required to process the request.

Below are some examples of fees charged by nearby cities:

- Bellevue: no review fees for non-site specific Comprehensive Plan amendments.
- Bremerton: \$2,500 for a Comprehensive Plan text and map amendment combo; \$1,500 for a text only amendment, plus \$320 for Environmental Review.
- Covington: \$4,293 (\$1,000 non-refundable) plus consultant costs for Comprehensive Plan amendment; \$3,679 (\$1,000 non-refundable) plus consultant costs.
- Everett: cost recovery – Comprehensive Plan text amendment; Comprehensive Plan map \$5,326 plus rezone fees (\$2,131 for first acre, \$267 each additional acre).
- Puyallup: \$1,080 filing fee plus \$250 for Environmental Review plus \$540 for companion rezone.
- Tacoma: \$1,400.
- Poulsbo: \$1,070 for Comprehensive Plan amendment.
- Pierce County: \$3,000 (\$500 non-refundable).
- Thurston County: \$4,330 base (text amendment).
- Edmonds: \$6,350 for Comprehensive Plan amendment; \$6,350 for Zoning amendment.
- Lynnwood: \$3,500.

- Lake Forest Park: \$3,000 for Comprehensive Plan amendment; \$3,500 for Zoning amendment.
- Mountlake Terrace: \$8,700 for Comprehensive Plan amendment; \$4,350 for Zoning amendment; Retainer based on an hourly rate of \$145.
- Mercer Island: \$17,249 for Comprehensive Plan amendment; \$18,580 for Zoning amendment; Initial Comprehensive Plan fee is \$1,916 with the balance charged when the item is placed onto the docket.

As an alternative to staff’s proposal setting the fee to recover approximately 30 hours of staff time (\$6,000), the City Council may consider Mercer Island’s approach by establishing an Initial Comprehensive Plan fee at five hours of staff time charged at the minimum hourly rate of \$204, or \$1,020, with 25 hours charged at the minimum hourly rate of \$204, or \$5,100 when the item is placed onto the docket. Staff recognizes that this two-step fee will provide staff cost recovery for initial application processing but not burden the applicant if the item is not placed onto the docket. Should the City Council prefer this alternative, staff would recommend the proposed fee schedule be amended, as follows:

**3.01.010 Planning and Community Development**

<b>G. Land Use</b>	
22. Non-site Specific Comprehensive Plan or Development Regulation Amendment	<del>\$6,000</del>
<b>a. Application</b>	<b>\$1,020</b>
<b>b. Additional Fee if added to Docket</b>	<b>\$5,100</b>

**FINANCIAL IMPACT**

The City Council adopted Ordinance No. 841, approving its first biennial budget for the 2019-2020 biennium, on November 19, 2018. The adopted biennial budget includes revenue and expenditure appropriations for the two years of the biennium for all funds. Since that time, the City Council has approved four amendments to the budget. The amended biennial budget for all funds totals \$209,744,780.

There is no financial impact associated with tonight’s public hearing and subsequent discussion; however, the public is invited to provide testimony on the revenue sources including all levies, taxes, fees, and rates. This input may be incorporated in proposed Ordinance Nos. 872 and 873 presented for adoption at the City Council’s Regular Meeting on November 18, 2019. In the subsequent discussion, the City Council will have an opportunity to continue its review of revenues and appropriations and recommended adjustments to the budget to address various emerging issues.

**RECOMMENDATION**

Staff recommends that the City Council conduct the public hearing to take public comment on the 2019-2020 Biennial Budget and 2019-2024 CIP revenue sources, including all proposed levies, taxes, fees, and rates.



## **ATTACHMENTS**

Attachment A: Proposed Ordinance No. 872 - Providing for mid-biennium budget modification and adoption of the following exhibits:

- Exhibit A: 2020 Fee Schedules
- Exhibit B: 2020 Range Placement Table for non-exempt and exempt staff
- Exhibit C: 2020 Extra Help Range Placement Table

Attachment B: Proposed Ordinance No. 873 - Setting the 2020 Regular and Excess Property Tax Levies

**ORDINANCE NO. 872**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING THE MODIFICATION OF THE 2019-2020 FINAL BUDGET, AS HAS BEEN PREVIOUSLY AMENDED; ESTABLISHING FEE SCHEDULES; ESTABLISHING JOB CLASSIFICATIONS AND PAY RANGES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the 2019-2020 Final Budget was adopted by Ordinance No. 841 and subsequently amended by Ordinance Nos. 852, 854, 855, and 861; and

**WHEREAS**, on pursuant to RCW 35A.34.130, the City conducted a mid-biennial review no sooner than eight months after the start nor later than the conclusion of the first year of the fiscal biennium; and

**WHEREAS**, the City Council held a public hearing on November 4, 2019, following required public notification, on the proposed mid-biennium budget modification; and,

**WHEREAS**, the City Council has considered the proposed mid-biennium budget modification and has considered any and all comments received from the public at the public hearing and all written comments with regard to such proposed mid-biennium budget modification; and

**WHEREAS**, the City of Shoreline is required by RCW 35A.33.075 to include all revenues and expenditures for each fund in the adopted budget and, therefore, the 2019-2020 Final Budget, as amended, needs to be amended to reflect the increases and decreases to the City's funds; and

**WHEREAS**, the City Council finds that the proposed adjustments to the Biennial Budget for 2019-2020 reflect revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and

**WHEREAS**, the City Council desires to adopt the modification to the 2019-2020 Final Budget;

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

**Section 1. Amendment – 2019-2020 Final Budget.** The City hereby amends the 2019-2020 Final Budget according to the mid-biennium budget modification by increasing appropriations, as follows:

<b>Fund</b>	<b>Current Appropriation</b>	<b>Revised Appropriation</b>
General Fund	\$98,964,663	<b>\$101,136,015</b>
Street Fund	3,975,505	<b>4,175,214</b>
Code Abatement Fund	200,000	200,000
State Drug Enforcement Forfeiture Fund	46,718	46,718
Public Arts Fund	268,717	<b>272,217</b>
Federal Drug Enforcement Forfeiture Fund	26,000	26,000
Property Tax Equalization Fund	0	0
Federal Criminal Forfeiture Fund	0	0
Transportation Impact Fees Fund	162,000	<b>486,000</b>
Park Impact Fees Fund	175,000	175,000
Revenue Stabilization Fund	0	0
Unltd Tax GO Bond 2006	3,389,937	3,389,937
Limited Tax GO Bond 2009	3,320,072	3,320,072
Limited Tax GO Bond 2018	1,660,400	1,660,400
Limited Tax GO Bond 2013	519,771	519,771
General Capital Fund	34,676,211	<b>35,235,643</b>
City Facility-Major Maintenance Fund	288,936	<b>778,936</b>
Roads Capital Fund	35,116,539	<b>39,507,706</b>
Surface Water Utility Fund	19,977,236	<b>19,936,886</b>
Wastewater Utility Fund	4,931,699	<b>4,934,554</b>
Vehicle Operations/Maintenance Fund	1,088,547	<b>1,106,217</b>
Equipment Replacement Fund	921,829	<b>1,310,501</b>
Unemployment Fund	35,000	35,000
<b>Total Funds</b>	<b>\$209,744,780</b>	<b>\$218,252,787</b>

**Section 2. Amendment – City of Shoreline Regular FTE Count.** The City of Shoreline hereby amends the 2019-2020 Final Budget to increase the number of full-time equivalent employees (FTE) and the total FTEs for the City, excluding City Council, as follows:

<b>Department</b>	<b>2019 Adopted</b>	<b>2019 Amended</b>	<b>2019 Amended vs. 2019 Adopted</b>	<b>2020 Adopted</b>	<b>2020 Amended</b>	<b>2020 Amended vs. 2020 Adopted</b>
City Manager	23.625	23.625	0.000	21.750	21.750	0.000
Community Services	4.780	4.780	0.000	4.780	<b>5.380</b>	<b>0.600</b>
City Attorney	3.000	3.000	0.000	3.000	3.000	0.000
Administrative Services	27.020	27.020	0.000	26.020	26.020	0.000
Human Resources	3.000	3.000	0.000	3.000	3.000	0.000
Police	0.000	0.000	0.000	0.000	0.000	0.000
Planning & Community Development	23.070	23.070	0.000	23.320	23.320	0.000
Parks, Recreation & Cultural Services	34.495	34.495	0.000	34.525	34.525	0.000

Department	2019 Adopted	2019 Amended	2019 Amended vs. 2019 Adopted	2020 Adopted	2020 Amended	2020 Amended vs. 2020 Adopted
Public Works	39.250	39.250	0.00	<del>39.520</del>	<b>39.920</b>	<b>0.400</b>
Surface Water Utility	15.760	15.760	0.000	15.460	15.460	0.000
Wastewater Utility	14.150	14.150	0.000	14.150	14.150	0.000
<b>Total FTE</b>	188.150	188.150	0.000	<del>185.525</del>	<b>186.525</b>	<b>1.000</b>

All references to total FTEs by department and for the City within the 2019-2020 Biennial Budget shall be amended to reflect this increase.

**Section 3. Repeal, Chapter 3.01 Fee Schedule.** Shoreline Municipal Code Chapter 3.01 Fee Schedule is repealed in its entirety and replaced with a new Chapter 3.01 Fee Schedule as set forth in Exhibit A attached hereto.

**Section 4. Amendment – City of Shoreline Range Placement Tables.** The City of Shoreline hereby amends the 2019-2020 Final Budget by making the following amendments:

- A. The 2020 Range Placement Table for non-exempt and exempt staff is replaced with that set forth in Exhibit B attached hereto.
- B. The 2020 Extra Help Range Placement Table is replaced with that set forth in Exhibit C attached hereto.

**Section 5. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

**Section 6. Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 7. Publication and Effective Date.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City.

- A. Sections 1 and 2 of this Ordinance, amending the 2019-2020 Final Budget according to the mid-biennium budget modification by increasing the appropriations and increasing the number of full-time equivalent employees (FTE) and the total FTEs for the City, excluding City Council, shall take effect and be in full force five days after passage and publication.
- B. Sections 3 and 4 of this Ordinance, amending SMC Chapter 3.01 and replacing the 2020 Range Placement Table for non-exempt and exempt staff and 2020 Extra Help Range Placement Table, shall take effect at 12:01 am January 1, 2020.

**PASSED BY THE CITY COUNCIL ON NOVEMBER 18, 2019.**

\_\_\_\_\_  
Mayor Will Hall

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Date of Publication: , 2019  
Effective Date: , 2019

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
<b>A. BUILDING</b>	
Valuation (The Total Valuation is the "Building permit valuations" as delineated in section R108.3 of the International Residential Code and section 108.3 of the International Building Code. The hourly rate referenced throughout SMC 3.01.010 is calculated by multiplying the minimum number of hours noted for each fee by the fee established in SMC 3.01.010(A)(1).	
1. \$0 - \$11,000.00	\$204.00
2. \$11,000.01 - \$25,000.00	\$75 for the first \$2,000.00 + \$14.00 for each additional 1,000.00, or fraction thereof, to and including \$25,000.00.
3. \$25,000.01 - \$50,000.00	\$397 for the first \$25,000.00 + \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
4. \$50,000.01 - \$100,000.00	\$672 for the first \$50,000.00 + \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
5. \$100,000.01 - \$500,000.00	\$1,122 for the first \$100,000.00 + \$7 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
6. \$500,000.01 - \$1,000,000.00	\$3,922 for the first \$500,000.00 + \$5 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
7. \$1,000,000.01 +	\$6,422 for the first \$1,000,000.00 + \$4 for each additional \$1,000.00, or fraction thereof.
8. Building/Structure Plan Review	65% of the building permit fee
9. Civil Plan Review, Commercial (if applicable)	Hourly rate, 12 Hour Minimum
10. Civil Plan Review, Residential (if applicable)	Hourly rate, 4 Hour Minimum
11. Civil Plan Review, Residential, up to 1,000 square feet (if applicable)	Hourly rate, 1-hour minimum
12. Floodplain Permit	\$218.00
13. Floodplain Variance	\$612.00
14. Demolition, Commercial	\$1,741.00
15. Demolition, Residential	\$653.00
16. Zoning Review	Hourly rate, 1-hour minimum
17. Affordable Housing Review	Hourly rate, 10-hour minimum
18. Temporary Certificate of Occupancy (TCO)- Single-Family	\$204.00
19. Temporary Certificate of Occupancy (TCO)- Other	\$612.00
<b>B. ELECTRICAL</b>	
1. Electrical Permit	Permit fee described in WAC 296-46B-905, plus a 20% administrative fee
<b>C. FIRE - CONSTRUCTION</b>	
1. Automatic Fire Alarm System:	
a. Existing System	
New or relocated devices up to 5	\$204.00
New or relocated devices 6 up to 12	\$612.00
Each additional new or relocated device over 12	\$7.00 per device
b. New System	\$816.00
c. Each additional new or relocated device over 30	\$7.00 per device
2. Fire Extinguishing Systems:	
a. Commercial Cooking Hoods	
1 to 12 flow points	\$612.00
More than 12	\$816.00
b. Other Fixed System Locations	\$816.00
3 Fire Pumps:	
a. Commercial Systems	\$816.00

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
4. Commercial Flammable/Combustible Liquids:	
a. Aboveground Tank Installations	
First tank	\$408.00
Additional	\$204.00
b. Underground Tank Installations	
First tank	\$408.00
Additional	\$204.00
c. Underground Tank Piping (with new tank)	\$408.00
d. Underground Tank Piping Only (vapor recovery)	\$612.00
e. Underground Tank Removal	
First tank	\$408.00
Additional Tank	\$102.00 per additional tank
5. Compressed Gas Systems (exception: medical gas systems require a plumbing permit):	
a. Excess of quantities in IFC Table 105.6.9	\$408.00
6. High-Piled Storage:	
a. Class I – IV Commodities:	
501 – 2,500 square feet	\$408.00
2,501 – 12,000 square feet	\$612.00
Over 12,000 square feet	\$816.00
b. High Hazard Commodities:	
501 – 2,500 square feet	\$612.00
Over 2,501 square feet	\$1,020.00
7. Underground Fire Mains and Hydrants	\$612.00
8. Industrial Ovens:	
Class A or B Furnaces	\$408.00
Class C or D Furnaces	\$816.00
9. LPG (Propane) Tanks:	
Commercial, less than 500-Gallon Capacity	\$408.00
Commercial, 500-Gallon+ Capacity	\$612.00
Residential 0 – 500-Gallon Capacity	\$204.00
Spray Booth	\$816.00
10. Sprinkler Systems (each riser):	
a. New Systems	\$1,020.00 plus \$3.00 per head
b. Existing Systems	
1 – 10 heads	\$612.00
11 – 20 heads	\$816.00
More than 20 heads	\$1,020.00 plus \$3.00 per head
c. Residential (R-3) 13-D System	
1 – 30 heads	\$612.00
More than 30 heads	\$612.00 plus \$3.00 per head
Voluntary 13-D Systems in residences when not otherwise required	\$204.00
11. Standpipe Systems	\$816.00
12. Emergency Power Supply Systems:	
10 kW - 50 kW	\$612.00
> 50 kW	\$1,020.00
13. Temporary Tents and Canopies	\$204.00
14. Fire Review -Single-Family	\$102.00
15. Fire Review -Subdivision	Hourly rate, 1-hour minimum
16. Fire Review -Other	Hourly rate, 1-hour minimum
17. Emergency Responder Radio Coverage System	\$612.00

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
18. Smoke Control Systems - Mechanical or Passive	\$816.00
<b>D. MECHANICAL</b>	
1. Residential Mechanical System	\$204.00 (including 4 pieces of equipment), \$12.00 per piece of equipment over 4
2. Commercial Mechanical System	\$545.00 (including 4 pieces of equipment), \$12.00 per piece of equipment over 4
3. All Other Mechanical Plan Review (Residential and Commercial)	Hourly rate, 1-hour minimum
<b>E. PLUMBING</b>	
1. Plumbing System	\$204.00 (including 4 fixtures), \$12.00 per fixture over 4
2. Gas Piping System standalone permit	\$204.00 (including 4 outlets), \$12.00 per outlet over 4
3. Gas Piping as part of a plumbing or mechanical permit	\$12.00 per outlet (when included in outlet count)
4. Backflow Prevention Device - standalone permit	\$204.00 (including 4 devices), \$12.00 per devices over 4
5. Backflow Prevention Device as part of a plumbing systems permit	\$12.00 per device (when included in fixture count)
6. All Other Plumbing Plan Review (Residential and Commercial)	Hourly rate, 1-hour minimum
<b>F. ENVIRONMENTAL REVIEW</b>	
1. Single-Family SEPA Checklist	\$3,264.00
2. Multifamily/Commercial SEPA Checklist	\$4,896.00
3. Planned Action Determination	Hourly rate, 5-hour minimum
4. Environmental Impact Statement Review	\$8,486.00
<b>G. LAND USE</b>	
1. Accessory Dwelling Unit	\$871.00
2. Administrative Design Review	\$1,632.00
3. Adult Family Home	\$489.00
4. Comprehensive Plan Amendment – Site Specific (Note: may be combined with Rezone public hearing.)	\$17,952.00 , plus public hearing (\$3876.00)
5. Conditional Use Permit (CUP)	\$7,617.00
6. Historic Landmark Review	\$408.00
7. Interpretation of Development Code	\$763.00
8. Master Development Plan	\$27,202.00 , plus public hearing (\$3876.00)
9. Changes to a Master Development Plan	\$13,601.00 , plus public hearing (\$3876.00)
10. Rezone	\$17,626.00 , plus public hearing (\$3876.00)
11. SCTF Special Use Permit (SUP)	\$15,886.00 , plus public hearing (\$3876.00)
12. Sign Permit - Building Mounted, Awning, Driveway Signs	\$436.00
13. Sign Permit - Monument/Pole Signs	\$871.00
14. Special Use Permit	\$15,886.00 , plus public hearing (\$3876.00)
15. Street Vacation	\$11,207.00 , plus public hearing (\$3876.00)
16. Temporary Use Permit (TUP) EXCEPT fee is waived as provided in SMC 20.30.295(D)(2) for Transitional Encampments	\$1,632.00
17. Deviation from Engineering Standards	Hourly rate, 8-hour minimum
18. Variances - Zoning	\$9,249.00
19. Lot Line Adjustment	\$1,632.00
20. Lot Merger	\$408.00
21. Development Agreement	Hourly rate, 125-hour minimum , plus public hearing (\$3876.00)
22. Non-site Specific Comprehensive Plan or Development Regulation Amendment	\$6,000.00



**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
<b>H. CRITICAL AREAS FEES</b>	
1. Critical Area Field Signs	\$7.00 per sign
2. Critical Areas Review	Hourly rate, 2-hour minimum
3. Critical Areas Monitoring Inspections (Review of three reports and three inspections.)	\$1,959.00
4. Critical Areas Reasonable Use Permit (CARUP)	\$14,689.00 , plus public hearing (\$3876.00)
5. Critical Areas Special Use Permit (CASUP)	\$14,689.00 , plus public hearing (\$3876.00)
<b>I. MISCELLANEOUS FEES</b>	
1. Permit Fee for Work Commenced Without a Permit	Twice the Applicable Permit Fee
2. Expedited Review – Building or Site Development Permits	Twice the applicable permit review fee(s)
3. All Other Fees Per Hour	Hourly rate, 1-hour minimum
4. Multiple Family Tax Exemption Application Fee	Hourly rate, 3-hour minimum
5. Extension of the Conditional Certificate for the Multiple Family Tax Exemption Application Fee	\$204.00
6. Multiple Family Tax Exemption or Affordable Housing Annual Compliance Verification	\$408.00
7. Pre-application Meeting	\$479.00 Mandatory pre-application meeting  \$204.00 Optional pre-application meeting
8. Transportation Impact Analysis (TIA) Review (less than 20 trips)	\$204.00
9. Transportation Impact Analysis (TIA) Review (20 or more trips)	Hourly rate, 1-hour minimum
10. Noise Variance	\$408.00
<b>J. RIGHT-OF-WAY</b>	
1. Right-of-Way Utility Blanket Permits	\$204.00
2. Right-of-Way Use Limited	Hourly rate, 1-hour minimum
3. Right-of-Way Use	Hourly rate, 3-hour minimum
4. Right-of-Way Site	Hourly rate, 4-hour minimum
5. Right-of-Way Special Events	\$1,020.00
6. Residential Parking Zone Permit	\$20.00
7. Right-of-Way Extension	Hourly rate, 1-hour minimum
<b>K. SHORELINE SUBSTANTIAL DEVELOPMENT</b>	
1. Shoreline Conditional Permit Use	\$7,834.00
2. Shoreline Exemption	\$512.00
3. Shoreline Variance	\$10,881.00 , plus public hearing (\$3876.00)
Substantial Development Permit (based on valuation):	
4. up to \$10,000	\$2,720.00
5. \$10,000 to \$500,000	\$6,529.00
6. over \$500,000	\$10,881.00
<b>L. SITE DEVELOPMENT</b>	
1. Clearing and/or Grading Permit	Hourly rate, 3-hour minimum
2. Subdivision Construction	Hourly rate, 10-hour minimum
3. Multiple Buildings	Hourly rate, 10-hour minimum
4. Clearing and Grading Inspection - Sum of Cut and Fill Yardage:	
5. 50-500 CY without drainage conveyance	\$204.00
6. 50-500 CY with drainage conveyance	\$436.00
7. 501-5,000 CY	\$871.00
8. 5001-15,000 CY	\$1,741.00
9. More than 15,000 CY	\$4,571.00
10. Tree Removal	\$204.00

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
<b>M. SUBDIVISIONS</b>	
1. Binding Site Plan	\$6,202.00
2. Preliminary Short Subdivision	\$7,073.00 for two-lot short subdivision, plus (\$544.00) for each additional lot
3. Final Short Subdivision	\$2,068.00
4. Preliminary Subdivision	\$16,322.00 for ten-lot subdivision, plus  \$763.00 for each additional lot and \$3,876.00 for public hearing
5. Final Subdivision	\$7,956.00
6. Changes to Preliminary Short or Formal Subdivision	\$4,027.00
7. Plat alteration	Hourly rate, 10-hour minimum
8. Plat alteration with public hearing	Hourly rate, 10-hour minimum , plus public hearing (\$3876.00)
<b>N. SUPPLEMENTAL FEES</b>	
1. Supplemental permit fees	Additional review fees may be assessed if plan revisions are incomplete, corrections not completed, the original scope of the project has changed, or scale and complexity results in review hours exceeding the minimums identified in this schedule. Fees will be assessed at the fee established in SMC 3.01.010(A)(1), minimum of one hour.
2. Reinspection fees	\$272.00
3. Additional Inspection fees	Additional inspection fees may be assessed for phased construction work or if more inspections are required than included in the permit fee. Fees will be assessed at the fee established in SMC 3.01.010(A)(1), minimum of one hour.
4. Investigation inspection	\$272.00
5. Consultant Services	Additional outside consultant services fee may be assessed if the scope of the permit application exceeds staff resources. Estimate of outside consultant services fees to be provided in advance for applicant agreement.
<b>O. FEE REFUNDS</b>	
<p>The city manager or designee may authorize the refunding of:</p> <ol style="list-style-type: none"> <li>One hundred percent of any fee erroneously paid or collected.</li> <li>Up to 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.</li> <li>Up to 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled and minimal plan review work has been done.</li> <li>The city manager or designee shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.</li> </ol>	
<b>P. FEE WAIVER</b>	
<ol style="list-style-type: none"> <li>The City Manager or designee may authorize the waiver of the double fee for work commenced without a permit for property owners not responsible for initiating the work without a permit. Any fee waiver request must be submitted in writing by the current property owner prior to permit issuance and detail the unpermitted work related to the dates of property ownership.</li> </ol>	

**3.01.010 Planning and Community Development**

Type of Permit Application	2020
<b>Q. IMPACT FEE ADMINISTRATIVE FEES</b>	
1. Administrative Fee - All applicable projects per building permit application	Hourly rate, 1-hour minimum
2. Administrative Fee - Impact fee estimate/preliminary determination for building permit application	Hourly rate, 1-hour minimum
3. Administrative Fee - Independent fee calculation per impact fee type	Hourly rate, 1-hour minimum
4. Administrative Fee - Deferral program	Hourly rate, 1-hour minimum
All administrative fees are nonrefundable.	
Administrative fees shall not be credited against the impact fee.	
Administrative fees applicable to all projects shall be paid at the time of building permit issuance.	
Administrative fees for impact fee estimates or preliminary determination shall be paid at the time the request is submitted to the city.	
Administrative fees for independent fee calculations shall be paid prior to issuance of the director's determination, or for fire impact fees, the fire chief's determination.	

[Ord. 857 § 2 (Exh. B), 2019; Ord. 855 § 2 (Exh. A), 2019; Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 785 § 1, 2017; Ord. 779 § 1, 2017; Ord. 778 § 1, 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 737 § 1 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3, 2012; Ord. 646 § 2, 2012; Ord. 641 § 1, 2012; Ord. 629 § 1, 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 §§ 3(a), 3(b) (Exh. B), 2010; Ord. 563 § 3 (Exh. B), 2009; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 § 1, 2006; Ord. 426 § 4, 2006]

**City of Shoreline  
Fee Schedules**

**3.01.015 Transportation Impact Fees**

ITE Code	Land Use Category/Description	2020	
		Impact Fee Per Unit @	
		\$7,603.80 per Trip	
<b>A. Rate Table</b>			
90	Park-and-ride lot w/ bus svc	3,604.21	per parking space
110	Light industrial	9.85	per square foot
140	Manufacturing	7.42	per square foot
151	Mini-warehouse	2.64	per square foot
210	Single family house (includes townhouse and duplex)	7,045.64	per dwelling unit
220	Apartment (includes accessory dwelling unit)	4,565.33	per dwelling unit
230	Condominium	4,635.09	per dwelling unit
240	Mobile home park	3,292.62	per dwelling unit
251	Senior housing	1,506.79	per dwelling unit
254	Assisted Living	690.60	per bed
255	Continuing care retirement	2,247.78	per dwelling unit
310	Hotel	4,710.27	per room
320	Motel	3,752.25	per room
444	Movie theater	14.77	per square foot
492	Health/fitness club	19.45	per square foot
530	School (public or private)	5.72	per square foot
540	Junior/community college	14.96	per square foot
560	Church	3.85	per square foot
565	Day care center	36.94	per square foot
590	Library	18.67	per square foot
610	Hospital	9.05	per square foot
710	General office	13.62	per square foot
720	Medical office	24.74	per square foot
731	State motor vehicles dept	119.22	per square foot
732	United States post office	28.45	per square foot
820	General retail and personal services (includes shopping center)	10.30	per square foot
841	Car sales	18.94	per square foot
850	Supermarket	28.13	per square foot
851	Convenience market-24 hr	52.28	per square foot
854	Discount supermarket	28.69	per square foot
880	Pharmacy/drugstore	16.57	per square foot
912	Bank	40.31	per square foot
932	Restaurant: sit-down	29.07	per square foot
934	Fast food	66.88	per square foot
937	Coffee/donut shop	84.85	per square foot
941	Quick lube shop	30,170.72	per service bay
944	Gas station	27,435.58	per pump
948	Automated car wash	58.64	per square foot
<b>B. Administrative Fees - See SMC 3.01.010</b>			

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 737 § 2 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 720 § 1, 2015; Ord. 704 § 1, 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 690 § 2 (Exh B), 2014]

**City of Shoreline  
Fee Schedules**

**3.01.016 Park Impact Fees**

		<b>2020</b>
<b>A. Rate Table</b>		
<b>Use Category</b>	<b>Impact Fee</b>	
Single Family Residential	4,286	per dwelling unit
Multi-Family Residential	2,812	per dwelling unit
<b>B. Administrative Fees - See SMC 3.01.010</b>		

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 786 § 2 (Exh. B), 2017]

**City of Shoreline  
Fee Schedules**

**3.01.017 Fire Impact Fees**

		<b>2020</b>	
<b>A. Rate Table</b>			
<b>Use Category</b>	<b>Impact Fee</b>		
<b>Residential</b>			
Single-Family Residential	2,311.00	per dwelling unit	
Multi-Family Residential	2,002.00	per dwelling unit	
<b>Commercial</b>			
Commercial 1	2.84	per square foot	
Commercial 2	1.83	per square foot	
Commercial 3	5.73	per square foot	
<b>B. Administrative Fees - See SMC 3.01.010</b>			

[Ord. 841 § 3 (Exh. A), 2018; Ord. 791 § 2 (Exh. 2), 2017]

**City of Shoreline  
Fee Schedules**

**3.01.020 Fire - Operational**

Type of Permit Application	2020
<b>A. FIRE - OPERATIONAL</b>	
1. Aerosol Products	\$204.00
2. Amusement Buildings	\$204.00
3. Carnivals and Fairs	\$204.00
4. Combustible Dust-Producing Operations	\$204.00
5. Combustible Fibers	\$204.00
6. Compressed Gases	\$204.00
7. Cryogenic Fluids	\$204.00
8. Cutting and Welding	\$204.00
9. Dry Cleaning (hazardous solvent)	\$204.00
10. Flammable/Combustible Liquid Storage/Handle/Use	\$204.00
11. Flammable/Combustible Liquid Storage/Handle/Use - (add'l specs)	Add'l fee based on site specs
12. Floor Finishing	\$204.00
13. Garages, Repair or Servicing - 1 to 5 Bays	\$204.00
14. Garages, Repair or Servicing - (add'l 5 Bays)	\$102.00
15. Hazardous Materials	\$611.00
16. Hazardous Materials (including Battery Systems 55 gal>)	\$204.00
17. High-Piled Storage	\$204.00
18. Hot Work Operations	\$204.00
19. Indoor Fueled Vehicles	\$204.00
20. Industrial Ovens	\$204.00
21. LP Gas-Consumer Cylinder Exchange	\$102.00
22. LP Gas-Retail Sale of 2.5 lb or less	\$102.00
23. LP Gas-Commercial Containers (Tanks)	\$204.00
24. LP Gas-Commercial Containers, Temporary (Tanks)	\$204.00
25. Lumber Yard	\$204.00
26. Misc Comb Material	\$204.00
27. Open Flames and Candles	\$204.00
28. Open Flames and Torches	\$204.00
29. Places of Assembly 50 to 100	\$102.00
30. Places of Assembly up to 500	\$204.00
31. Places of Assembly 501>	\$407.00
32. Places of Assembly (add'l assembly areas)	\$102.00
33. Places of Assembly - A-5 Outdoor	\$102.00
34. Places of Assembly - Outdoor Pools	\$102.00
35. Places of Assembly - Open Air Stadiums	\$204.00
36. Pyrotechnic Special Effects Material	\$204.00
37. Pyrotechnic Special Effects Material (add'l specs)	Add'l fee based on site specs
38. Refrigeration Equipment	\$204.00
39. Scrap Tire Storage	\$204.00
40. Spraying or Dipping	\$204.00
41. Waste Handling	\$204.00
42. Wood Products	\$204.00

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 3 (Exh. A), 2013]

**City of Shoreline  
Fee Schedules**

**3.01.025 Affordable Housing Fee In-Lieu**

<b>2020</b>		
<b>A. Rate Table</b>		
<b>Zoning District</b>	<b>Fee per unit if providing 10% of total units as affordable</b>	<b>Fee per unit if providing 20% of total units as affordable</b>
MUR-45	206,152.00	158,448.00
MUR-70	206,152.00	158,448.00
MUR-70 with development agreement	253,855.00	206,152.00
Note: The Fee In-Lieu is calculated by multiplying the fee shown in the table by the fractional mandated unit. For example, a 0.40 fractional unit multiplied by \$206,152 would result in a Fee In-Lieu of \$82,460.80.		

[Ord. 841 § 2 (Exh. A), 2019; Ord. 817 § 1, 2018]



**City of Shoreline  
Fee Schedules**

**3.01.100 Animal Licensing and Service Fees**

Annual License	2020
<b>A. PET - DOG OR CAT</b>	
1. Unaltered	\$60.00
2. Altered	\$30.00
3. Juvenile pet	\$15.00
4. Discounted pet	\$15.00
5. Replacement tag	\$5.00
6. Transfer fee	\$3.00
7. License renewal late fee – received 45 to 90 days following license expiration	\$15.00
8. License renewal late fee – received 90 to 135 days following license expiration	\$20.00
9. License renewal late fee – received more than 135 days following license expiration	\$30.00
10. License renewal late fee – received more than 365 days following license expiration	\$30.00 plus license fee(s) for any year(s) that the pet was unlicensed
<i>Service Animal Dogs and Cats and K-9 Police Dogs: Service animal dogs and cats and K-9 police dogs must be licensed, but there is no charge for the license.</i>	
<b>B. GUARD DOG</b>	
1. Guard dog registration	\$100.00
<b>C. ANIMAL RELATED BUSINESS</b>	
1. Hobby kennel and hobby cattery	\$50.00
2. Guard dog trainer	\$50.00
3. Guard dog purveyor	\$250.00
<b>D. GUARD DOG PURVEYOR</b>	
1. If the guard dog purveyor is in possession of a valid animal shelter, kennel or pet shop license, the fee for the guard dog purveyor license shall be reduced by the amount of the animal shelter, kennel or pet shop license.	
<b>E. FEE WAIVER</b>	
1. The director of the animal care and control authority may waive or provide periods of amnesty for payment of outstanding licensing fees and late licensing penalty fees, in whole or in part, when to do so would further the goals of the animal care and control authority and be in the public interest. In determining whether a waiver should apply, the director of the animal care and control authority must take into consideration the total amount of the fees charged as compared with the gravity of the violation and the effect on the owner, the animal's welfare and the animal care and control authority if the fee or fees or penalties are not waived and no payment is received.	

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 595 § 3 (Att. B), 2011]

## City of Shoreline Fee Schedules

### 3.01.200 Business License Fees

License	2020
<b>A. BUSINESS LICENSE FEES - GENERAL</b>	
1. Business license registration fee for new application filed between January 1 and June 30)	\$40.00
2. Business license registration fee for new application filed between July 1 and December 31	\$20.00
The annual business license fee is prorated as necessary to conform to SMC 5.05.060.	
3. Annual business license renewal fee	\$40.00 due January 31
a. Penalty schedule for late annual business license renewal as described in SMC 5.05.080 received after:	
i. January	\$10.00
ii. February	\$15.00
iii. March	\$20.00
<b>B. REGULATORY LICENSE FEES</b>	
1. Regulated massage business	\$224.00 Per Year
2. Massage manager	\$49.00 Per Year
Plus additional \$11 fee for background checks for regulated massage business or massage manager:	
3. Public dance	\$153.00 Per Dance
4. Pawnbroker	\$717.00 Per Year
5. Secondhand Dealer	\$69.00 Per Year
6. Master solicitor	\$140.00 Per Year
7. Solicitor	\$35.00 Per Year
Late fees for the above regulatory licenses: A late penalty shall be charged on all applications for renewal of a regulatory license received later than 10 working days after the expiration date of such license. The amount of such penalty is fixed as follows: * For a license requiring a fee of less than \$50.00, two percent of the required fee. * For a license requiring a fee of more than \$50.00, ten percent of the required fee.	
8. Adult cabaret operator	\$717.00 Per Year
9. Adult cabaret manager	\$153.00 Per Year
10. Adult cabaret entertainer	\$153.00 Per Year
11. Panoram Operator	\$715.00 Per Year
Plus additional \$58 fee for fingerprint background checks for each operator:	
12. Panoram premise	\$294.00 Per Year
13. Panoram device	\$84.00 Per Year Per Device
Penalty schedule for Adult cabaret and Panoram licenses:	
Days Past Due	
7 - 30	10% of Regulatory License Fee
31 - 60	25% of Regulatory License Fee
61 and over	100% of Regulatory License Fee

## City of Shoreline Fee Schedules

14. Duplicate Regulatory License	\$6.00
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[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 734 § 2, 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 650 § 3 (Exh. A), 2012; Ord. 625 § 4, 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 §§ 3(a), 3(b) (Exh. B), 2010; Ord. 563 § 4 (Exh. B), 2009]

### 3.01.205 Filmmaking Permit Fees

	2020
<b>A. PERMIT FEES</b>	
1. Low Impact Film Production	\$25.00 flat fee per production (for up to 14 consecutive days of filming)
2. Low Impact Daily Rate (each additional day after 14 days)	\$25.00 per additional day
3. Moderate Impact Film Production	\$25.00 per day
4. High Impact Film Production	Applicable permit fees apply, including but not limited to, permits for the right-of-way and park rental fees.
<b>B. FEE WAIVER</b>	
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.	
<b>C. ADDITIONAL COSTS</b>	
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.	

[Ord. 859 § 2 (Exh. B), 2019]

### 3.01.210 Hearing Examiner Fees

	2020
<b>A. HEARING EXAMINER APPEAL HEARING FEE</b>	\$545.00

[Ord. 855 § 2 (Exh. A), 2019; Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 650 § 3 (Exh. A), 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 §§ 3(a), 3(b) (Exh. B), 2010; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 § 2, 2006]

### 3.01.220 Public Records

	2020
1. Photocopying paper records	
a. Black and white photocopies of paper up to 11 by 17 inches - if more than five pages	\$0.15 Per Page
b. Black and white photocopies of paper larger than 11 by 17 inches - City Produced	\$5.00 First Page  \$1.50 Each additional page
c. Color photocopies up to 11 by 17 inches - if more than three pages	\$0.25 Per Page
2. Scanning paper records	
a. Scans of paper up to 11 by 17 inches - if more than five pages	\$0.15 Per Page

## City of Shoreline Fee Schedules

3. Copying electronic records	
a. Copies of electronic records to file sharing site - if more than five pages (2 minute minimum)	\$0.91 Per Minute
b. Copies of electronic records onto other storage media	Cost incurred by City for hardware plus <del>\$0.85</del> <u>\$0.91</u> /minute
4. Other fees	
a. Photocopies - vendor produced	Cost charged by vendor, depending on size and process
b. Convert electronic records (in native format) into PDF format – if more than 15 minutes	\$50.00 Per hour
c. Service charge to prepare data compilations or provide customized electronic access services	Actual staff cost
d. Photographic prints and slides	Cost charged by vendor, depending on size and process
e. Clerk certification	\$1.50 Per document
5. Geographic Information Systems (GIS) services	
a. GIS maps smaller than 11 by 17 inches	\$0.50 Per Page
b. GIS maps larger than 11 by 17 inches	\$1.70 Per Square Foot
c. Custom GIS Mapping and Data Requests	\$100.00 Per Hour (1 Hour Minimum)

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 784 § 1, 2017; Ord. 778 § 1, 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 738 § 1, 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 §§ 3(a), 3(b) (Exh. B), 2010; Ord. 563 § 3 (Exh. B), 2009; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 § 6, 2006; Ord. 435 § 7, 2006; Ord. 404, 2005; Ord. 366, 2004; Ord. 342, 2003; Ord. 315, 2002; Ord. 294 § 1, 2001; Ord. 285 § 3, 2001; Ord. 256 § 3, 2000]

**City of Shoreline  
Fee Schedules**

**3.01.300 Parks, Recreation and Cultural Services**

Fee	2020 Resident Rate	2020 Non-Resident Rate
<b>A. OUTDOOR RENTAL FEES</b>		
1. Picnic Shelters – (same for all groups)		
a. Half Day (9:00am-2:00pm or 2:30pm-Dusk)	\$72	\$91
b. Full Day (9:00am - Dusk)	\$104	\$131
2. Cromwell Park Amphitheater & Richmond Beach Terrace		
a. Half Day	\$72	\$91
b. Full Day	\$104	\$131
3. Alcohol Use		
a. Per hour, 4 hour minimum (includes shelter rental)	\$92	\$111
4. Athletic Fields (Per Hour)		
a. Lights (determined by dusk schedule; hourly rate includes \$5 Capital Improvement Fee)	\$24	\$24
b. Youth Organization Game * and/or Practice	\$7	\$10
c. Youth Organization Tournament *	\$10	\$13
d. Practice	\$17	\$22
e. Games *	\$33	\$39
f. * Additional field prep fee may be added	\$27	\$37
5. Synthetic Fields (Per Hour)		
a. Youth Organizations	\$20	\$28
b. Private Rentals	\$67	\$83
c. Discount Field Rate **	\$20	\$28
6. Tennis Courts		
a. Per hour	\$8	\$9
7. Park and Open Space Non-Exclusive Use Permit		
a. per hour	\$16	\$19
8. Community Garden Plot Annual Rental Fee		
a. Standard Plot	\$44	N/A
b. Accessible Plot	\$22	N/A
**Offered during hours of low usage as established and posted by the PRCS Director		
9. Amplification Supervisor Fee		
a. Per hour; when applicable	\$26	\$26
10. Attendance Fee		
a. 101-199 Attendance	\$53	\$53
b. 200-299 Attendance	\$106	\$106
c. 300+ Attendance	Varies	Varies

**City of Shoreline  
Fee Schedules**

**3.01.300 Parks, Recreation and Cultural Services**

Fee	2020 Resident Rate	2020 Non-Resident Rate
<b>B. INDOOR RENTAL FEES</b>		
	Per Hour (2 Hour Minimum)	Per Hour (2 Hour Minimum)
1. Richmond Highlands (same for all groups) Maximum Attendance 214		
a. Entire Building (including building monitor)	\$63	\$76
2. Spartan Recreation Center Fees for Non-Profit Youth Organizations/Groups		
a. Multi-Purpose Room 1 or 2	\$13	\$17
b. Multi-Purpose Room 1 or 2 w/Kitchen	\$22	\$27
c. Gymnastics Room	\$13	\$17
d. Dance Room	\$13	\$17
e. Gym-One Court	\$22	\$27
f. Entire Gym	\$38	\$49
g. Entire Facility	\$103	\$131
3. Spartan Recreation Center Fees for All Other Organizations/Groups		
a. Multi-Purpose Room 1 or 2	\$26	\$32
b. Multi-Purpose Room 1 or 2 w/Kitchen	\$37	\$45
c. Gymnastics Room	\$26	\$32
d. Dance Room	\$26	\$32
e. Gym-One Court	\$37	\$45
f. Entire Gym	\$70	\$84
g. Entire Facility	\$136	\$163
As a health and wellness benefit for regular City employees, daily drop-in fees for regular City employees shall be waived.		
* Rentals outside the normal operating hours of the Spartan Gym may require an additional supervision fee. (See Below)		
4. City Hall Rental Fees		
a. City Hall Rental - Third Floor Conference Room	\$38 Per Hour	\$46 Per Hour
b. City Hall Rental - Council Chambers	\$110 Per Hour	\$131 Per Hour
c. AV Set-up Fee - Per Room	\$16	\$16
5. Other Indoor Rental Fees:		
a-1. Security Deposit (1-125 people): (refundable)	\$200	\$200
a-2. Security Deposit (126+ people): (refundable)	\$400	\$400
b. Supervision Fee (if applicable)	\$21/hour	\$21/hour
c. Daily Rates (shall not exceed)	\$925	\$1,110

**City of Shoreline  
Fee Schedules**

**3.01.300 Parks, Recreation and Cultural Services**

Fee	2020 Resident Rate	2020 Non-Resident Rate
<b>C. CONCESSIONAIRE PERMIT</b>		
1. Annual Permit - Calendar Year (requires additional hourly fee)	\$53	\$63
2. Additional Hourly Concession Fee (requires annual permit)	\$3/hour	\$3/hour
<p>Concession Permit fees and additional Concession Fees are exempt for Non-Profit Youth Organizations, and sanctioned Neighborhood Association Events. Sanctioned Neighborhood Associations Events are exempt from all rental fees with the exception of associated supervision fees when applicable. Concession/Admission/Sales Fees may be modified at the discretion of the PRCS Director.</p>		
<b>D. INDOOR DROP-IN FEES</b>		
1. Showers Only (Spartan Recreation Center)	\$1	\$1
2. Drop-In		
a. Adult	\$3	\$4
b. Senior/Disabled	\$2	\$3
3. 1 Month Pass		
a. Adult	\$26	\$33
b. Senior/Disabled	\$17	\$22
4. 3 Month Pass		
a. Adult	\$65	\$76
b. Senior/Disabled	\$46	\$54
Senior is 60+ years of age		
<b>E. AQUATICS DROP-IN FEES</b>		
1. Drop-In		
a. Adult	\$4	\$5
b. Adult- Real Deal	\$2	\$3
c. Youth/Senior/Disabled	\$3	\$4
d. Youth/Senior/Disabled - Real Deal	\$1	\$2
e. Family	\$11	\$13
2. 1 Month Pass		
a. Adult	\$44	\$54
b. Youth/Senior/Disabled	\$33	\$39
c. Family	\$136	\$163
3. 3 Month Pass		
a. Adult	\$125	\$156
b. Youth/Senior/Disabled	\$94	\$112
c. Family	\$337	\$405
4. 1 Year Pass		
a. Adult	\$457	\$571
b. Youth/Senior/Disabled	\$314	\$377
c. Family	\$881	\$1,058

**City of Shoreline  
Fee Schedules**

**3.01.300 Parks, Recreation and Cultural Services**

Fee	2020 Resident Rate	2020 Non-Resident Rate
5. Showers Only (Shoreline Pool)	\$1	\$1
<b>F. INDOOR / AQUATICS JOINT PASS FEES</b>		
1. Indoor / Aquatics Joint 1 Month Pass		
a. Adult	\$59	\$71
b. Senior/Disabled	\$41	\$50
<b>G. AQUATICS RENTAL FEES</b>		
1. Ongoing Organization Rentals (Insurance Required)		
a. Rentals On-Going (non-swim team) per hour	\$83	\$100
b. Swim Team Per/ Lane/Hr	\$12	\$15
2. Public Rentals per Hour		
a. 1-60	\$128	\$153
b. 61-150	\$166	\$200
Aquatics and General Recreation programs fees are based upon market rate.		
<b>H. AQUATICS AND GENERAL RECREATION PROGRAM FEES</b>		
Aquatics and General Recreation Program Fees are based upon the PRCS Cost Recovery/Fee Setting Framework.		
<b>I. FEE IN LIEU OF STREET TREE REPLACEMENT</b>	\$2,611	N/A
<b>J. FEE REFUNDS</b>		
Whenever a fee is paid for the use of Parks, Recreation and Cultural Services Department facilities or property or for participation in a Parks, Recreation and Cultural Services Department sponsored class or program, and a refund request is made to the city, fees may be refunded according to the Parks, Recreation and Cultural Services Department's Refund Policy and Procedures.		
<b>K. RECREATION SCHOLARSHIPS</b>		
Scholarships for the fee due to the participate in a Parks, Recreation and Cultural Services Department sponsored class or program may be awarded when a request is made to the city according to the Parks, Recreation and Cultural Services Department's Recreation Scholarship Policy and Procedures.		

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 647 § 2, 2012; Ord. 627 § 4, 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 602 § 1, 2011; Ord. 585 §§ 3(a), 3(b) (Exh. B), 2010; Ord. 563 § 3 (Exh. A), 2009; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 § 3, 2006; Ord. 428 § 1, 2006; Ord. 404, 2005; Ord. 366, 2004; Ord. 342, 2003; Ord. 315, 2002; Ord. 294 § 1, 2001; Ord. 285 § 2, 2001; Ord. 256 § 2, 2000]



**City of Shoreline  
Fee Schedules**

**3.01.400 Surface Water Management Rate Table**

Rate Category	Percent Hard Surface	2019 SWM Annual Fee Adopted (includes all taxes)	2020 SWM Annual Fee			
			2020 SWM Annual Fee	Effective Utility Tax	Per Unit	Fee + Utility Tax
<b>A. Rate Table</b>						
1. Residential: Single-family home		\$246.55	\$255.85	\$15.35	Per Parcel	\$271.20
2. Very Light	Less than or equal to 10%	\$246.55	\$255.85	\$15.35	Per Parcel	\$271.20
3. Light	More than 10%, less than or equal to 20%	\$572.62	\$594.23	\$35.65	Per Acre	\$629.88
4. Moderate	More than 20%, less than or equal to 45%	\$1,182.97	\$1,227.61	\$73.66	Per Acre	\$1,301.27
5. Moderately Heavy	More than 45%, less than or equal to 65%	\$2,294.35	\$2,380.93	\$142.86	Per Acre	\$2,523.79
6. Heavy	More than 65%, less than or equal to 85%	\$2,906.72	\$3,016.41	\$180.98	Per Acre	\$3,197.39
7. Very Heavy	More than 85%, less than or equal to 100%	\$3,807.37	\$3,951.04	\$237.06	Per Acre	\$4,188.10
Minimum Rate		\$246.55	\$255.85	\$15.35		\$271.20
<p>There are two types of service charges: The flat rate and the sliding rate. The flat rate service charge applies to single family homes and parcels with less than 10% hard surface. The sliding rate service charge applies to all other properties in the service area. The sliding rate is calculated by measuring the amount of hard surface on each parcel and multiplying the appropriate rate by total acreage.</p>						
<b>B. CREDITS</b>						
Several special rate categories will automatically be assigned to those who qualify						
<ol style="list-style-type: none"> <li>1. An exemption for any home owned and occupied by a low income senior citizen determined by the assessor to qualify under RCW 84.36.381.</li> <li>2. A public school district shall be eligible for a waiver of up to 100% of its standard rates based on providing curriculum which benefits surface water utility programs. The waiver shall be provided in accordance with the Surface Water Management Educational Fee Waiver procedure. The program will be reviewed by July 1, 2021.</li> <li>3. Alternative Mobile Home Park Charge. Mobile Home Park Assessment can be the lower of the appropriate rate category or the number of mobile home spaces multiplied by the single-family residential rate.</li> </ol>						
<b>C. RATE ADJUSTMENTS</b>						
Any person receiving a bill may file a request for a rate adjustment within two years of the billing date. (Filing a request will not extend the payment period). Property owners should file a request for a change in the rate assessed if:						
<ol style="list-style-type: none"> <li>1. The property acreage is incorrect;</li> <li>2. The measured hard surface is incorrect;</li> <li>3. The property is charged a sliding fee when the fee should be flat;</li> <li>4. The person or property qualifies for an exemption or discount; or</li> <li>5. The property is wholly or in part outside the service area.</li> </ol>						
<b>D. REBATE</b>						
Developed properties shall be eligible for the rebate under SMC 13.10.120 for constructing approved rain gardens or conservation landscaping at a rate of \$2.50 per square foot not to exceed \$2,000 for any parcel.						

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 704 § 1, 2015; Ord. 699 § 3 (Exh. A), 2014; Ord. 678 § 1, 2013 (Exh. A); Ord. 659 § 2, 2013; Ord. 650 § 3 (Exh. A), 2012; Ord. 642 § 1, 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 § 3(a), 2010; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 §§ 7, 14, 2006; Ord. 404, 2005; Ord. 366, 2004; Ord. 342, 2003; Ord. 315, 2002. Formerly 3.01.070.]

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.500 Solid Waste Rate Schedule**

<b>Solid Waste Rate Schedule from CleanScapes</b>				
<b>Service Level</b>	<b>Pounds Per Unit</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>2020 Fee Total</b>
<b>A. MONTHLY</b>				
1. One 32-gallon Garbage Cart	4.43	\$1.35	\$0.00	\$0.00
<b>B. WEEKLY RESIDENTIAL CURBSIDE SERVICE</b>				
1. One 10-gallon Garbage Micro-Can	6.00	\$1.83	\$12.44	\$14.27
2. One 20-gallon Garbage Cart	12.00	\$3.66	\$16.66	\$20.32
3. One 32/35 -gallon Garbage Cart	19.20	\$5.86	\$20.55	\$26.41
4. One 45-gallon Garbage Cart	27.00	\$8.25	\$27.79	\$36.04
5. One 60/64-gallon Garbage Cart	38.40	\$11.74	\$29.38	\$41.12
6. One 90/96-gallon Garbage Cart	57.60	\$17.60	\$33.54	\$51.14
7. Additional 32 Gallon Cans (weekly svc)	-	\$5.87	\$7.77	\$13.64
8. Extras (32 gallon equivalent)	-	\$1.35	\$2.95	\$4.30
9. Miscellaneous Fees:				
a. Extra Yard Debris (32 gallon bag/bundle/can)				\$3.11
b. 2nd and Additional 96-Gallon Yard Waste Cart				\$6.22
c. Return Trip				\$6.22
d. Roll-out Charge, per 25 ft, per cart, per time				\$3.11
e. Drive-in Charge, per month				\$6.22
f. Extended Vacation Hold (per week)				\$1.00
g. Overweight/Oversize container (per p/u)				\$3.11
h. Redelivery of one or more containers				\$10.37
i. Cart Cleaning (per cart per cleaning)				\$10.37
<b>C. ON-CALL BULKY WASTE COLLECTION</b>				
1. Non-CFC Containing Large Appliances ("white goods"), per item				\$20.73
2. Refrigerators/Freezers/Air Conditioners per item				\$31.10
3. Sofas, Chairs, per item	-	\$7.63	\$13.99	\$21.62
4. Mattresses, Boxsprings, per item	-	\$7.63	\$13.99	\$21.62
<b>D. WEEKLY COMMERCIAL &amp; MULTIFAMILY CAN AND CART</b>				
1. One 20-gallon Garbage Cart	12.00	\$3.66	\$14.77	\$18.43
2. One 32/35-gallon Garbage Cart	19.20	\$5.86	\$16.65	\$22.51
3. One 45-gallon Garbage Cart	27.00	\$8.25	\$19.16	\$27.41
4. One 60/64-gallon Garbage Cart	38.40	\$11.74	\$22.22	\$33.96
5. One 90/96-gallon Garbage Cart	57.60	\$17.60	\$25.55	\$43.15
6. Extras (32-gallon equivalent)	-	\$1.35	\$4.06	\$5.41
7. Miscellaneous Fees:				
a. Weekly 64-gal Cart Yard Debris/Foodwaste service				\$24.92
b. Return Trip				\$7.89
c. Roll-out Charge, per addtn'l 25 ft, per cart, per p/u				\$1.97
d. Redelivery of containers				\$13.14
e. Cart Cleaning (per cart per cleaning)				\$13.14
<b>E. WEEKLY COMMERCIAL DETACHABLE CONTAINER (COMPACTED)</b>				
1. 1 Cubic Yard Container	394.80	\$120.63	\$111.80	\$232.43
2. 1.5 Cubic Yard Container	789.60	\$241.28	\$206.34	\$447.62
3. 2 Cubic Yard Container	1,184.40	\$361.91	\$300.89	\$662.80
4. 3 Cubic Yard Container	1,579.20	\$482.55	\$410.04	\$892.59
5. 4 Cubic Yard Container	1,974.00	\$603.19	\$519.21	\$1,122.40
6. 6 Cubic Yard Container	2,961.00	\$892.63	\$615.93	\$1,508.56
<b>F. COMMERCIAL DETACHABLE CONTAINER (LOOSE)</b>				
1. 1 Cubic Yard, 1 pickup/week	112.80	\$34.47	\$71.20	\$105.67
2. 1 Cubic Yard, 2 pickups/week	225.60	\$68.93	\$135.86	\$204.70
3. 1 Cubic Yard, 3 pickups/week	338.40	\$103.40	\$200.49	\$303.89
4. 1 Cubic Yard, 4 pickups/week	451.20	\$137.88	\$265.13	\$403.01
5. 1 Cubic Yard, 5 pickups/week	564.00	\$172.34	\$329.77	\$502.11
6. 1.5 Cubic Yard, 1 pickup/week	169.20	\$51.70	\$100.24	\$151.94
7. 1.5 Cubic Yard, 2 pickups/week	338.40	\$103.40	\$193.94	\$297.34

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.500 Solid Waste Rate Schedule**

<b>Solid Waste Rate Schedule from CleanScapes</b>				
<b>Service Level</b>	<b>Pounds Per Unit</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>2020 Fee Total</b>
8. 1.5 Cubic Yard, 3 pickups/week	507.60	\$155.11	\$287.61	\$442.72
9. 1.5 Cubic Yard, 4 pickups/week	676.80	\$206.81	\$381.30	\$588.11
10. 1.5 Cubic Yard, 5 pickups/week	846.00	\$258.51	\$474.98	\$733.49
11. 2 Cubic Yard, 1 pickups/week	225.60	\$68.93	\$129.74	\$198.67
12. 2 Cubic Yard, 2 pickups/week	451.20	\$137.88	\$252.89	\$390.77
13. 2 Cubic Yard, 3 pickups/week	676.80	\$206.81	\$376.06	\$582.87
14. 2 Cubic Yard, 4 pickups/week	902.40	\$275.74	\$499.21	\$774.95
15. 2 Cubic Yard, 5 pickups/week	1,128.00	\$344.68	\$622.37	\$967.05
16. 3 Cubic Yard, 1 pickup/week	338.40	\$103.40	\$178.20	\$281.60
17. 3 Cubic Yard, 2 pickups/week	676.80	\$206.81	\$349.84	\$556.65
18. 3 Cubic Yard, 3 pickups/week	1,015.20	\$310.21	\$521.46	\$831.67
19. 3 Cubic Yard, 4 pickups/week	1,353.60	\$413.62	\$693.10	\$1,106.72
20. 3 Cubic Yard, 5 pickups/week	1,692.00	\$517.02	\$1,275.25	\$1,792.27
21. 4 Cubic Yard, 1 pickup/week	451.20	\$137.88	\$226.67	\$364.55
22. 4 Cubic Yard, 2 pickups/week	902.40	\$275.74	\$446.78	\$722.52
23. 4 Cubic Yard, 3 pickups/week	1,353.60	\$413.62	\$666.90	\$1,080.52
24. 4 Cubic Yard, 4 pickups/week	1,804.80	\$551.49	\$886.99	\$1,438.48
25. 4 Cubic Yard, 5 pickups/week	2,256.00	\$689.37	\$1,107.10	\$1,796.47
26. 6 Cubic Yard, 1 pickup/week	676.80	\$206.81	\$323.63	\$530.44
27. 6 Cubic Yard, 2 pickups/week	1,353.60	\$413.62	\$640.68	\$1,054.30
28. 6 Cubic Yard, 3 pickups/week	2,030.40	\$620.42	\$957.72	\$1,578.14
29. 6 Cubic Yard, 4 pickups/week	2,707.20	\$827.23	\$1,274.77	\$2,102.00
30. 6 Cubic Yard, 5 pickups/week	3,384.00	\$1,034.04	\$1,591.83	\$2,625.87
31. 8 Cubic Yard, 1 pickup/week	902.40	\$275.74	\$411.83	\$687.57
32. 8 Cubic Yard, 2 pickups/week	1,804.80	\$551.49	\$817.08	\$1,368.57
33. 8 Cubic Yard, 3 pickups/week	2,707.20	\$827.23	\$1,222.35	\$2,049.58
34. 8 Cubic Yard, 4 pickups/week	3,609.60	\$1,102.98	\$1,627.60	\$2,730.58
35. 8 Cubic Yard, 5 pickups/week	4,512.00	\$1,378.72	\$2,032.86	\$3,411.58
36. Extra loose cubic yard in container, per pickup	-	\$7.97	\$6.12	\$14.09
37. Extra loose cubic yard on ground, per pickup	-	\$7.97	\$19.26	\$27.23
38. Detachable Container Miscellaneous Fees (per occurrence):				
a. Stand-by Time (per minute)				\$2.10
b. Container Cleaning (per yard of container size)				\$13.14
c. Fee for Collection of Contaminated Recycling or Compost Containers				\$25.00
d. Redelivery of Containers				\$26.29
e. Return Trip				\$13.14
<b>Service Level (based on pick ups)</b>	<b>Daily Rent</b>	<b>Monthly Rent</b>	<b>Delivery Charge</b>	<b>Haul Charge</b>
<b>G. COMMERCIAL &amp; MULTIFAMILY DROP-BOX COLLECTION</b>				
1. Non-compacted 10 cubic yard Drop-box (6 boxes)	8.26	\$82.67	\$148.82	\$210.12
2. Non-compacted 15 cubic yard Drop-box	8.26	\$82.67	\$148.82	\$210.12
3. Non-compacted 20 cubic yard Drop-box (7 boxes)	8.26	\$115.75	\$148.82	\$255.00
4. Non-compacted 25 cubic yard Drop-box	8.26	\$132.28	\$148.82	\$277.37
5. Non-compacted 30 cubic yard Drop-box (11 boxes)	8.26	\$148.82	\$148.82	\$299.77
6. Non-compacted 40 cubic yard Drop-box (2 boxes)	8.26	\$165.35	\$148.82	\$344.58
7. Compacted 10 cubic yard Drop-box (2 boxes)			\$165.35	\$265.63
8. Compacted 20 cubic yard Drop-box (3 boxes)			\$165.35	\$288.03
9. Compacted 25 cubic yard Drop-box (2 boxes)			\$165.35	\$310.42
10. Compacted 30 cubic yard Drop-box (4 boxes)			\$165.35	\$332.85
11. Compacted 40 cubic yard Drop-box (1 box)			\$165.35	\$377.65

**City of Shoreline  
Fee Schedules**

**Exhibit A**

**3.01.500 Solid Waste Rate Schedule**

<b>Solid Waste Rate Schedule from CleanScapes</b>				
<b>Service Level (based on pick ups)</b>	<b>Daily Rent</b>	<b>Monthly Rent</b>	<b>Delivery Charge</b>	<b>Haul Charge</b>
12. Drop-box Miscellaneous Fees				<b>Per Event</b>
a. Return Trip				\$32.85
b. Stand-by Time (per minute)				\$2.10
c. Container cleaning (per yard of container size)				\$13.14
d. Drop-box directed to other facility (per one-way mile)				\$3.94
<b>Service Level</b>	<b>Pounds Per Unit</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>Haul Charge</b>
<b>H. TEMPORARY COLLECTION HAULING</b>				
1. 2 Yard detachable Container	270.00	\$19.06	\$136.46	\$155.52
2. 4 Yard detachable container	540.00	\$38.11	\$138.84	\$176.95
3. 6 Yard detachable container	810.00	\$57.17	\$141.24	\$198.41
4. 8 Yard detachable container	1,080.00	\$76.21	\$143.62	\$219.83
5. Non-compacted 10 cubic yard Drop-box				\$193.65
6. Non-compacted 20 cubic yard Drop-box				\$223.44
7. Non-compacted 30 cubic yard Drop-box				\$253.24
8. Non-compacted 40 cubic yard Drop-box				\$268.13
<b>Service Level</b>		<b>Delivery Fee</b>	<b>Daily Rental</b>	<b>Monthly Rental</b>
<b>I. TEMPORARY COLLECTION CONTAINER RENTAL AND DELIVERY</b>				
1. 2 Yard detachable container		\$85.61	\$4.89	\$58.70
2. 4 Yard detachable container		\$85.61	\$4.89	\$58.70
3. 6 Yard detachable container		\$85.61	\$4.89	\$58.70
4. 8 Yard detachable container		\$85.61	\$4.89	\$58.70
<b>Service Level</b>		<b>Delivery Fee</b>	<b>Daily Rental</b>	<b>Monthly Rental</b>
5. Non-compacted 10 cubic yard Drop-box		\$110.08	\$7.34	\$88.06
6. Non-compacted 20 cubic yard Drop-box		\$110.08	\$7.34	\$88.06
7. Non-compacted 30 cubic yard Drop-box		\$110.08	\$7.34	\$88.06
8. Non-compacted 40 cubic yard Drop-box		\$110.08	\$7.34	\$88.06
<b>J. EVENT SERVICES</b>				<b>Per Day</b>
1. Delivery, provision, collection of a set of 3 carts (G, R & C)				\$32.85
<b>K. HOURLY RATES</b>				<b>Per Hour</b>
1. Rear/Side-load packer + driver				\$164.27
2. Front-load packer + driver				\$164.27
3. Drop-box Truck + driver				\$164.27
4. Additional Labor (per person)				\$88.73

[Ord. 858 § 1 (Exh. A), 2019; Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 § 3(b) (Exh. B), 2010; Ord. 563 § 4 (Exh. B), 2009]

**City of Shoreline  
Fee Schedules**

**3.01.800 Fee Waiver**

The city manager or designee is authorized to waive the following fees as a city contribution toward events which serve the community and are consistent with adopted city programs:

- A. Right-of-way permits (SMC 3.01.010).
- B. Facility use and meeting room fees (SMC 3.01.300).
- C. Concessionaire permits (SMC 3.01.300).
- D. The city manager is authorized to designate collection points in the City Hall lobby, Shoreline Pool, or Spartan Recreation Center for any charitable organization without charge to be used for the donation of food or goods that will benefit Shoreline residents in need.

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 779 § 1, 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 704 § 1, 2015; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 602 § 2, 2011; Ord. 570 § 2, 2010; Ord. 243 § 1, 2000]

**3.01.810 Collection Fees (Financial)**

	2020
The maker of any check that is returned to the city due to insufficient funds or a closed account shall be assessed a collection fee	\$33.50

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 704 § 1, 2015; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 622 § 3 (Exh. A), 2011; Ord. 585 § 3(b) (Exh. B), 2010; Ord. 528 § 3 (Exh. A), 2008; Ord. 486 § 3, 2007; Ord. 451 §§ 5, 14, 2006; Ord. 315, 2002; Ord. 294 § 1, 2001; Ord. 285 § 1, 2001. Formerly 3.01.040.]

**3.01.820 Annual Adjustments**

Increases of the fees contained in the fee schedules in this chapter shall be calculated on an annual basis by January 1st of each year by the average for the period that includes the last six months of the previous budget year and the first six months of the current budget year of the Seattle-Tacoma-Bellevue Consumer Price Index for all urban consumers (CPI-U), unless the Shoreline Municipal Code calls for the use of another index / other indices, the fee is set by another agency, or specific circumstances apply to the calculation of the fee. The appropriate adjustment shall be calculated each year and included in the city manager’s proposed budget. The city manager may choose to not include the calculated adjustments in the city manager’s proposed budget and the city council may choose to not include the calculated adjustments in the adopted budget for select user fees in any individual budget year without impacting the full force of this section for subsequent budget years. The annual adjustments to the fees in this chapter shall be rounded as appropriate to ensure efficient administration of fee collection.

[Ord. 841 § 3 (Exh. A), 2018; Ord. 806 § 3 (Exh. A), 2017; Ord. 779 § 1, 2017; Ord. 758 § 3 (Exh. A), 2016; Ord. 728 § 3 (Exh. A), 2015; Ord. 704 § 1, 2015; Ord. 678 § 1, 2013 (Exh. A); Ord. 650 § 3 (Exh. A), 2012; Ord. 451 § 15, 2006]

# Exhibit B

**City of Shoreline**  
**Range Placement Table**  
**2.5% Between Ranges; 4% Between Steps**

June '18 cpi-U            N/A  
 June '19 cpi-U            N/A  
 Estimated % Change        2.32%  
 95% of % Change:        2.200%

Estimated Mkt Adj:        **2.20%**  
 Effective:                    January 1, 2020

The hourly rates represented here have been rounded to 2 decimal points and annual rates to the nearest dollar. Pay is calculated using 5 decimal points for accuracy and rounded after calculation.

Range	Title	FLSA Status	Training Step 0	Min					Max
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage
2			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage
3			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.80 28,696
4			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	14.14 29,413
5			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.94 28,989	14.49 30,149
6			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.74 28,571	14.29 29,714	14.86 30,902
7			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.54 28,159	14.08 29,285	14.64 30,457	15.23 31,675
8			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.88 28,863	14.43 30,017	15.01 31,218	15.61 32,467
9			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	13.68 28,447	14.22 29,584	14.79 30,768	15.38 31,998	16.00 33,278
10			n/a due to changes in WA State Min Wage	n/a due to changes in WA State Min Wage	14.02 29,158	14.58 30,324	15.16 31,537	15.77 32,798	16.40 34,110

# Exhibit B

**City of Shoreline**  
**Range Placement Table**  
**2.5% Between Ranges; 4% Between Steps**

June '18 cpi-U            N/A  
 June '19 cpi-U            N/A  
 Estimated % Change      2.32%  
 95% of % Change:        2.200%

Estimated Mkt Adj:        **2.20%**  
 Effective:                    January 1, 2020

The hourly rates represented here have been rounded to 2 decimal points and annual rates to the nearest dollar. Pay is calculated using 5 decimal points for accuracy and rounded after calculation.

Range	Title	FLSA Status	Training Step 0	Min					Max
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
11			n/a due to changes in WA State Min Wage	13.82 28,737	14.37 29,887	14.94 31,082	15.54 32,325	16.16 33,618	16.81 34,963
12			13.59 28,277	14.16 29,456	14.73 30,634	15.32 31,859	15.93 33,133	16.57 34,459	17.23 35,837
13			13.93 28,984	14.52 30,192	15.10 31,400	15.70 32,656	16.33 33,962	16.98 35,320	17.66 36,733
14			14.28 29,709	14.88 30,947	15.47 32,185	16.09 33,472	16.74 34,811	17.41 36,203	18.10 37,651
15			14.64 30,452	15.25 31,720	15.86 32,989	16.49 34,309	17.15 35,681	17.84 37,108	18.55 38,593
16			15.01 31,213	15.63 32,513	16.26 33,814	16.91 35,166	17.58 36,573	18.29 38,036	19.02 39,558
17			15.38 31,993	16.02 33,326	16.66 34,659	17.33 36,046	18.02 37,487	18.74 38,987	19.49 40,547
18			15.77 32,793	16.42 34,159	17.08 35,526	17.76 36,947	18.47 38,425	19.21 39,962	19.98 41,560
19			16.16 33,613	16.83 35,013	17.51 36,414	18.21 37,870	18.94 39,385	19.69 40,961	20.48 42,599
20			16.56 34,453	17.25 35,889	17.94 37,324	18.66 38,817	19.41 40,370	20.18 41,985	20.99 43,664

# Exhibit B

**City of Shoreline**  
**Range Placement Table**  
**2.5% Between Ranges; 4% Between Steps**

June '18 cpi-U            N/A  
 June '19 cpi-U            N/A  
 Estimated % Change        2.32%  
 95% of % Change:        2.200%

Estimated Mkt Adj:        **2.20%**  
 Effective:                    January 1, 2020

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Range	Title	FLSA Status	Training Step 0	Min					Max
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
21			16.98	17.69	18.39	19.13	19.89	20.69	21.52
			35,315	36,786	38,257	39,788	41,379	43,034	44,756
22			17.40	18.13	18.85	19.61	20.39	21.21	22.06
			36,197	37,706	39,214	40,782	42,414	44,110	45,875
23			17.84	18.58	19.32	20.10	20.90	21.74	22.61
			37,102	38,648	40,194	41,802	43,474	45,213	47,022
24			18.28	19.05	19.81	20.60	21.42	22.28	23.17
			38,030	39,614	41,199	42,847	44,561	46,343	48,197
25			18.74	19.52	20.30	21.11	21.96	22.84	23.75
			38,981	40,605	42,229	43,918	45,675	47,502	49,402
26			19.21	20.01	20.81	21.64	22.51	23.41	24.34
			39,955	41,620	43,285	45,016	46,817	48,689	50,637
27			19.69	20.51	21.33	22.18	23.07	23.99	24.95
			40,954	42,660	44,367	46,142	47,987	49,907	51,903
28			20.18	21.02	21.86	22.74	23.65	24.59	25.58
			41,978	43,727	45,476	47,295	49,187	51,154	53,200
29			20.69	21.55	22.41	23.31	24.24	25.21	26.22
			43,027	44,820	46,613	48,477	50,416	52,433	54,531
30			21.20	22.09	22.97	23.89	24.84	25.84	26.87
			44,103	45,941	47,778	49,689	51,677	53,744	55,894



# Exhibit B

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				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
31			21.73 45,206	22.64 47,089	23.54 48,973	24.49 50,932	25.47 52,969	26.48 55,088	27.54 57,291	
32			22.28 46,336	23.20 48,266	24.13 50,197	25.10 52,205	26.10 54,293	27.15 56,465	28.23 58,723	
33			22.83 47,494	23.79 49,473	24.74 51,452	25.73 53,510	26.75 55,650	27.83 57,876	28.94 60,191	
34	Administrative Assistant I	Non-Exempt, Hourly	23.40	24.38	25.35	26.37	27.42	28.52	29.66	
	Grounds Maintenance Worker I	Non-Exempt, Hourly	48,681	50,710	52,738	54,848	57,042	59,323	61,696	
	Public Disclosure Specialist	Non-Exempt, Hourly								
	Senior Lifeguard	Non-Exempt, Hourly								
	WW Utility Administrative Assist I	Non-Exempt, Hourly								
	WW Utility Customer Service Rep	Non-Exempt, Hourly								
35			23.99 49,898	24.99 51,978	25.99 54,057	27.03 56,219	28.11 58,468	29.23 60,806	30.40 63,239	
36	Parks Maintenance Worker I	Non-Exempt, Hourly	24.59	25.61	26.64	27.70	28.81	29.96	31.16	
	PW Maintenance Worker I	Non-Exempt, Hourly	51,146	53,277	55,408	57,624	59,929	62,327	64,820	
37	Finance Technician	Non-Exempt, Hourly	25.20	26.25	27.30	28.40	29.53	30.71	31.94	
	Recreation Specialist I	Non-Exempt, Hourly	52,425	54,609	56,793	59,065	61,428	63,885	66,440	
	WW Utility Accounting Technician	Non-Exempt, Hourly								
38	Administrative Assistant II	Non-Exempt, Hourly	25.83	26.91	27.99	29.11	30.27	31.48	32.74	
	Facilities Maintenance Worker I	Non-Exempt, Hourly	53,735	55,974	58,213	60,542	62,963	65,482	68,101	
	Grounds Maintenance Worker II	Non-Exempt, Hourly								

# Exhibit B

**City of Shoreline**  
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Range	Title	FLSA Status	Training Step 0	Min					Max
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
39		Non-Exempt, Hourly	26.48	27.58	28.69	29.83	31.03	32.27	33.56
		Non-Exempt, Hourly	55,079	57,374	59,668	62,055	64,537	67,119	69,804
40	Parks Maintenance Worker II	Non-Exempt, Hourly	27.14	28.27	29.40	30.58	31.80	33.08	34.40
	Permit Technician	Non-Exempt, Hourly	56,456	58,808	61,160	63,607	66,151	68,797	71,549
	PW Maintenance Worker II	Non-Exempt, Hourly							
	WW Utility Maintenance Worker	Non-Exempt, Hourly							
41	Recreation Specialist II	Non-Exempt, Hourly	27.82	28.98	30.14	31.34	32.60	33.90	35.26
	Senior Finance Technician	Non-Exempt, Hourly	57,867	60,278	62,689	65,197	67,805	70,517	73,337
	Special Events Coordinator	Non-Exempt, Hourly							
	Public Art Coordinator	Non-Exempt, Hourly							
42	Administrative Assistant III	Non-Exempt, Hourly	28.52	29.70	30.89	32.13	33.41	34.75	36.14
	Communication Specialist	Non-Exempt, Hourly	59,314	61,785	64,256	66,827	69,500	72,280	75,171
	Environmental Program Specialist	Non-Exempt, Hourly							
	Facilities Maintenance Worker II	Non-Exempt, Hourly							
	Human Resources Technician	Non-Exempt, Hourly							
	Legal Assistant	Non-Exempt, Hourly							
	Records Coordinator	Non-Exempt, Hourly							
	Transportation Specialist	Non-Exempt, Hourly							
	Surface Water Program Specialist	Non-Exempt, Hourly							
43	Payroll Officer	Non-Exempt, Hourly	29.23	30.45	31.66	32.93	34.25	35.62	37.04
	Purchasing Coordinator	Non-Exempt, Hourly	60,796	63,330	65,863	68,497	71,237	74,087	77,050
44	Assistant Planner	EXEMPT, Annual	29.96	31.21	32.46	33.75	35.10	36.51	37.97
	Engineering Technician	Non-Exempt, Hourly	62,316	64,913	67,509	70,210	73,018	75,939	78,976
	Senior Grounds Maintenance Worker	Non-Exempt, Hourly							

# Exhibit B

**City of Shoreline**  
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Range	Title	FLSA Status	Training Step 0	Min						Max
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
45	CRT Representative	Non-Exempt, Hourly	30.71	31.99	33.27	34.60	35.98	37.42	38.92	
	PRCS Rental & System Coordinator	Non-Exempt, Hourly	63,874	66,536	69,197	71,965	74,844	77,837	80,951	
	Recreation Specialist III - Aquatics	Non-Exempt, Hourly								
46	Deputy City Clerk	Non-Exempt, Hourly	31.48	32.79	34.10	35.46	36.88	38.36	39.89	
	GIS Technician	Non-Exempt, Hourly	65,471	68,199	70,927	73,764	76,715	79,783	82,975	
	IT Specialist	Non-Exempt, Hourly								
	Plans Examiner I	Non-Exempt, Hourly								
	Senior Facilities Maintenance Worker	Non-Exempt, Hourly								
	Senior PW Maintenance Worker	Non-Exempt, Hourly								
	Senior Parks Maintenance Worker-General Mntenance	Non-Exempt, Hourly								
	Senior Parks Maintenance Worker-Urban Forestry	Non-Exempt, Hourly								
	Staff Accountant	EXEMPT, Annual								
Senior Surface Water Program Specialist	Non-Exempt, Hourly									
Senior WW Utility Maintenance Worker	Non-Exempt, Hourly									
47	Code Enforcement Officer	Non-Exempt, Hourly	32.26	33.61	34.95	36.35	37.80	39.32	40.89	
	Construction Inspector	Non-Exempt, Hourly	67,108	69,904	72,700	75,608	78,633	81,778	85,049	
	Executive Assistant to City Manager	EXEMPT, Annual								
48	Associate Planner	EXEMPT, Annual	33.07	34.45	35.83	37.26	38.75	40.30	41.91	
			68,786	71,652	74,518	77,498	80,598	83,822	87,175	
49	IT Functional Analyst	EXEMPT, Annual	33.90	35.31	36.72	38.19	39.72	41.31	42.96	
	PRCS Supervisor I - Recreation	EXEMPT, Annual	70,505	73,443	76,381	79,436	82,613	85,918	89,355	
	Grounds Maintenance Supervisor	EXEMPT, Annual								

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Range	Title	FLSA Status	Training Step 0	Min					Max
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
50	B&O Tax Analyst	EXEMPT, Annual	34.74	36.19	37.64	39.15	40.71	42.34	44.03
	Budget Analyst	EXEMPT, Annual	72,268	75,279	78,290	81,422	84,679	88,066	91,589
	Combination Inspector	Non-Exempt, Hourly							
	Diversity and Inclusion Coordinator	EXEMPT, Annual							
	Emergency Management Coordinator	EXEMPT, Annual							
	Environmental Services Coordinator	EXEMPT, Annual							
	Management Analyst	EXEMPT, Annual							
	Neighborhoods Coordinator	EXEMPT, Annual							
	Plans Examiner II	Non-Exempt, Hourly							
	Utility Operations Specialist	Non-Exempt, Hourly							
	WW Utility Specialist	Non-Exempt, Hourly							
Senior Accounting Analyst	EXEMPT, Annual								
51			35.61	37.10	38.58	40.12	41.73	43.40	45.13
			74,075	77,161	80,247	83,457	86,796	90,268	93,878
52	Senior Human Resources Analyst	EXEMPT, Annual	36.50	38.02	39.55	41.13	42.77	44.48	46.26
	Web Developer	EXEMPT, Annual	75,926	79,090	82,254	85,544	88,966	92,524	96,225
53	Communications Program Manager	EXEMPT, Annual	37.42	38.97	40.53	42.16	43.84	45.59	47.42
	PRCS Supervisor II - Aquatics	EXEMPT, Annual	77,825	81,067	84,310	87,682	91,190	94,837	98,631
	PRCS Supervisor II - Recreation	EXEMPT, Annual							
54	CMO Management Analyst	EXEMPT, Annual	38.35	39.95	41.55	43.21	44.94	46.73	48.60
	Grants Administrator	EXEMPT, Annual	79,770	83,094	86,418	89,874	93,469	97,208	101,097
	Code Enforcement and CRT Supervisor	EXEMPT, Annual							
	Plans Examiner III	Non-Exempt, Hourly							
	PW Maintenance Superintendent	EXEMPT, Annual							
	Senior Planner	EXEMPT, Annual							
Senior Management Analyst	EXEMPT, Annual								

# Exhibit B

**City of Shoreline**  
**Range Placement Table**  
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Range	Title	FLSA Status	Training Step 0	Min					Max
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
55	Engineer I - Capital Projects	EXEMPT, Annual	39.31	40.95	42.59	44.29	46.06	47.90	49.82
	Engineer I - Development Review	EXEMPT, Annual	81,764	85,171	88,578	92,121	95,806	99,638	103,624
	Engineer I - Surface Water	EXEMPT, Annual							
	Engineer I - Traffic	EXEMPT, Annual							
56	City Clerk	EXEMPT, Annual	40.29	41.97	43.65	45.40	47.21	49.10	51.06
	Parks Superintendent	EXEMPT, Annual	83,809	87,301	90,793	94,424	98,201	102,129	106,215
57	Network Administrator	EXEMPT, Annual	41.30	43.02	44.74	46.53	48.39	50.33	52.34
	IT Projects Manager	EXEMPT, Annual	85,904	89,483	93,062	96,785	100,656	104,683	108,870
58			42.33	44.10	45.86	47.69	49.60	51.59	53.65
			88,051	91,720	95,389	99,205	103,173	107,300	111,592
59	Budget and Tax Manager	EXEMPT, Annual	43.39	45.20	47.01	48.89	50.84	52.88	54.99
	Engineer II - Capital Projects	EXEMPT, Annual	90,253	94,013	97,774	101,685	105,752	109,982	114,381
	Engineer II - Development Review	EXEMPT, Annual							
	Engineer II - Surface Water	EXEMPT, Annual							
	Engineer II - Traffic	EXEMPT, Annual							
	IT Systems Analyst	EXEMPT, Annual							
	Structural Plans Examiner	EXEMPT, Annual							
	Lynnwood Link Extension Light Rail Project Manager Wastewater Manager	EXEMPT, Annual EXEMPT, Annual							
60	Community Services Manager	EXEMPT, Annual	44.48	46.33	48.18	50.11	52.11	54.20	56.37
	Permit Services Manager	EXEMPT, Annual	92,509	96,364	100,218	104,227	108,396	112,732	117,241
	Recreation Superintendent	EXEMPT, Annual							
61			45.59	47.49	49.39	51.36	53.42	55.55	57.78
			94,822	98,773	102,724	106,833	111,106	115,550	120,172
62	Fleet and Facilities Manager	EXEMPT, Annual	46.73	48.67	50.62	52.65	54.75	56.94	59.22
			97,192	101,242	105,292	109,503	113,883	118,439	123,176

# Exhibit B

**City of Shoreline**  
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Range	Title	FLSA Status	Training Step 0	Min						Max
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
63	Building Official	EXEMPT, Annual	47.90	49.89	51.89	53.96	56.12	58.37	60.70	
	City Traffic Engineer	EXEMPT, Annual	99,622	103,773	107,924	112,241	116,731	121,400	126,256	
	Economic Development Program Manager	EXEMPT, Annual								
	Intergovernmental / CMO Program Manager	EXEMPT, Annual								
	Planning Manager	EXEMPT, Annual								
	SW Utility Manager	EXEMPT, Annual								
64	Finance Manager	EXEMPT, Annual	49.09	51.14	53.18	55.31	57.52	59.82	62.22	
			102,113	106,367	110,622	115,047	119,649	124,435	129,412	
65	Assistant City Attorney	EXEMPT, Annual	50.32	52.42	54.51	56.69	58.96	61.32	63.77	
	Development Review and Construction Manager	EXEMPT, Annual	104,665	109,027	113,388	117,923	122,640	127,546	132,647	
	Engineering Manager	EXEMPT, Annual								
	Transportation Services Manager	EXEMPT, Annual								
66			51.58	53.73	55.88	58.11	60.44	62.85	65.37	
			107,282	111,752	116,222	120,871	125,706	130,734	135,964	
67	Information Technology Manager	EXEMPT, Annual	52.87	55.07	57.27	59.56	61.95	64.42	67.00	
	Utility & Operations Manager	EXEMPT, Annual	109,964	114,546	119,128	123,893	128,849	134,003	139,363	
68			54.19	56.45	58.70	61.05	63.50	66.03	68.68	
			112,713	117,410	122,106	126,990	132,070	137,353	142,847	
69	City Engineer	EXEMPT, Annual	55.54	57.86	60.17	62.58	65.08	67.69	70.39	
			115,531	120,345	125,159	130,165	135,372	140,787	146,418	
70			56.93	59.30	61.68	64.14	66.71	69.38	72.15	
			118,419	123,354	128,288	133,419	138,756	144,306	150,079	
71			58.36	60.79	63.22	65.75	68.38	71.11	73.96	
			121,380	126,437	131,495	136,755	142,225	147,914	153,830	

# Exhibit B

**City of Shoreline**  
**Range Placement Table**  
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				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
72			59.81 124,414	62.31 129,598	64.80 134,782	67.39 140,174	70.09 145,781	72.89 151,612	75.81 157,676
73	Human Resource and Org. Development Director	EXEMPT, Annual	61.31 127,525	63.86 132,838	66.42 138,152	69.08 143,678	71.84 149,425	74.71 155,402	77.70 161,618
74				65.46 136,159	68.08 141,606	70.80 147,270	73.63 153,161	76.58 159,287	79.64 165,659
75	Administrative Services Director Parks, Rec & Cultural Svcs Director Planning & Community Development Director	EXEMPT, Annual EXEMPT, Annual EXEMPT, Annual	64.41 133,981	67.10 139,563	69.78 145,146	72.57 150,952	75.48 156,990	78.49 163,269	81.63 169,800
76	City Attorney Public Works Director	EXEMPT, Annual	66.02 137,330	68.78 143,052	71.53 148,774	74.39 154,725	77.36 160,914	80.46 167,351	83.68 174,045
77	Assistant City Manager	EXEMPT, Annual EXEMPT, Annual	67.67 140,763	70.49 146,629	73.31 152,494	76.25 158,594	79.30 164,937	82.47 171,535	85.77 178,396

**City of Shoreline  
Extra Help Range Placement Table  
2020**

Estimated COLA: 2.20%  
Effective: January 1, 2020

Range	Title	FLSA Status	Pay Band	
			Minimum	Maximum
1	Day Camp Leader Special Events Attendant Youth Outreach Leader	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$13.67	\$14.77
2	Building Monitor Indoor Playground Attendant Sr. Day Camp Leader Swim Instructor	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$13.91	\$15.08
3	Special Events Assistant Special Events Monitor Teen Program Leader Assistant	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$14.14	\$15.40
4	Records Clerk	Non-Exempt, Hourly	\$14.38	\$15.73
5	Lifeguard/Swim Instructor Undergraduate Intern Teen Program Leader	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$14.62	\$16.07
6			\$14.88	\$16.41
7			\$15.13	\$16.76
8			\$15.38	\$17.11
9	CIT Camp Director Front Desk Attendant Park Laborer Specialized Recreation Specialist	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$15.65	\$17.48
10			\$15.91	\$17.84
11	Out of School Time Program Director Assistant Camp Director	Non-Exempt, Hourly Non-Exempt, Hourly	\$16.18	\$18.22
12			\$16.45	\$18.60
13			\$16.74	\$19.00



**City of Shoreline  
Extra Help Range Placement Table  
2020**

Estimated COLA: 2.20%

Effective: January 1, 2020

Range	Title	FLSA Status	Pay Band	
			Minimum	Maximum
14	Camp Excel Specialist Camp Director	Non-Exempt, Hourly Non-Exempt, Hourly	\$17.03	\$19.40
15			\$17.32	\$19.83
16			\$17.61	\$20.24
17			\$17.91	\$20.65
18			\$18.21	\$21.09
19			\$18.52	\$21.53
20			\$18.84	\$21.99
21	Engineering Support Senior Lifeguard	Non-Exempt, Hourly Non-Exempt, Hourly	\$19.15	\$22.44
22			\$19.48	\$22.91
23			\$19.81	\$23.39
24			\$20.13	\$23.88
25			\$20.48	\$24.38
26			\$20.83	\$24.90
27			\$21.19	\$25.42

**City of Shoreline  
Extra Help Range Placement Table  
2020**

Estimated COLA: 2.20%  
Effective: January 1, 2020

Range	Title	FLSA Status	Pay Band	
			Minimum	Maximum
28	Finance Assistant Permitting Assistant	Non-Exempt, Hourly	\$21.54	\$25.95
29			\$21.91	\$26.49
30	Grounds Maintenance Laborer Parks Laborer		\$22.28	\$27.04
31	Computer Support GIS Support	Non-Exempt, Hourly Non-Exempt, Hourly	\$22.64	\$27.54
32	PW Seasonal Laborer	Non-Exempt, Hourly	\$23.20	\$28.23
33		Non-Exempt, Hourly	\$23.79	\$28.93
34		Non-Exempt, Hourly	\$24.37	\$29.66
35	CMO Fellowship	Non-Exempt, Hourly	\$24.99	\$30.40
36	Facilities Maintenance	Non-Exempt, Hourly	\$25.61	\$31.16
37			\$26.26	\$31.95
38			\$26.91	\$32.74
39			\$27.58	\$33.56
40			\$28.27	\$34.39
41			\$28.97	\$35.26
42			\$29.70	\$36.14

**City of Shoreline  
Extra Help Range Placement Table  
2020**

Estimated COLA: 2.20%

Effective: January 1, 2020

Range	Title	FLSA Status	Pay Band	
			Minimum	Maximum
43			\$30.45	\$37.05
44			\$31.20	\$37.97
45			\$31.99	\$38.92
46	Videographer	Non-Exempt, Hourly	\$32.79	\$39.89
	Expert Professional Inspector Instructor	Non-Exempt, Hourly Non-Exempt, Hourly Non-Exempt, Hourly	\$13.67	\$39.98

**Table Maintenance:** The 2020 Extra Help table has been structured to blend in substantial change in WA State minimum wage occurring in 2020. In 2020, the minimum wage will be \$13.50. In 2020, apply a COLA to the extra help rates on the same basis as the regular rates. Then, in 2020, if any rates fall below \$13.50 adjust them to \$13.50. From then on, apply a COLA as usual and if any rates fall below WA State Minimum Wage, adjust them to the WA State Minimum Wage.

**Approval of Position Placement within the Table:** Human Resources recommends and the City Manager approves placement of a position within the pay table.

**Approval of the Table Rates:** The City Manager recommends and the City Council approves the table rates when adopting the budget.

**ORDINANCE NO. 873**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON LEVYING THE GENERAL TAXES FOR THE CITY OF SHORELINE IN KING COUNTY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2020, THE SECOND YEAR OF THE CITY OF SHORELINE'S 2019-2020 FISCAL BIENNIUM, ON ALL PROPERTY BOTH REAL AND PERSONAL, IN SAID CITY, WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CONDUCT CITY BUSINESS FOR THE SAID FISCAL YEAR AS REQUIRED BY LAW, AND LEVYING AN EXCESS LEVY FOR THE REPAYMENT OF UNLIMITED GENERAL OBLIGATION BONDS.**

**WHEREAS**, as required pursuant to RCW 35A.33.135, the City Council for the City of Shoreline and the City Manager have considered the City's anticipated financial requirements for 2020 and the amounts necessary and available to be raised by ad valorem taxes on real, personal, and utility property; and

**WHEREAS**, as required pursuant to RCW 84.55.120, a public hearing was held on November 4, 2019 to consider the revenue sources including the 2020 regular and excess property tax levies; and

**WHEREAS**, on November 8, 2016, Shoreline Proposition No. 1 (Basic Public Safety, Parks & Recreation, and Community Services Maintenance and Operations Levy) limiting annual levy increases for the years 2018 to 2022 to the June-to-June percentage change in the Seattle/Tacoma/Bellevue CPI-U was approved by the voters; and

**WHEREAS**, the maximum change from the 2019 levy to be used for calculating the 2020 regular levy, in addition to new construction, is based on the CPI-U index change from June 2018-to-June 2019 which is 2.29 percent, applied to the City's highest previous levy of \$13,426,997.00; and

**WHEREAS**, on May 16, 2006, Shoreline Proposition No. 1 (Parks and Open Space General Obligations Bonds) for the issuance of \$18,795,000.00 in unlimited general obligation bonds was approved by the voters;

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

**Section 1. Regular Property Tax Levy.** Based on the voter-approved limitation on annual levy increases, the City Council of the City of Shoreline has determined that the property tax levy for the year 2019 is fixed and established in the amount of \$13,844,870.00. This property tax levy represents a dollar increase of \$307,478.00 and a percentage increase of 2.29 percent from the levy amount of the previous year, excluding the addition of new construction, improvements to property, any increase in the value of state assessed property, any annexations that have occurred, and administrative refunds made as shown below:

	<b>Amount</b>
<b>2020 Regular Levy</b>	<b>\$13,844,870</b>
Less 2019 Levy	13,426,997
Less New Construction	110,395
Less Refunds	0
<b>Total Increase</b>	<b>307,478</b>
<b>Percent Increase</b>	<b>2.29%</b>

**Section 2. Voter-Approved Excess Tax Levy for Unlimited General Obligation Bonds.** In addition, a further tax is hereby levied to raise revenue to provide for the interest and redemption of the 2006 voter-approved unlimited general obligation bonds for the fiscal year of 2020 in the amount of \$1,694,837.00. This tax is applicable to all taxable property within the City of Shoreline.

**Section 3. Notice to King County.** This ordinance shall be certified to the proper County officials, as provided by law, and taxes herein levied shall be collected to pay to the Administrative Services Department of the City of Shoreline at the time and in the manner provided by the laws of the State of Washington for the collection of taxes for non-charter code cities.

**Section 4. 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 5. Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by State or Federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 6. Effective Date.** This ordinance shall be in full force five days after publication of this ordinance, or a summary consisting of its title, in the official newspaper of the City, as provided by law.

**ADOPTED BY THE CITY COUNCIL ON NOVEMBER 18, 2019.**

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Mayor Will Hall

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Date of Publication:                   , 2019  
Effective Date:                         , 2020

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

<b>AGENDA TITLE:</b>	Discussing Ordinance No. 870 – Amending Chapter 3.22, Business & Occupation Tax, and Chapter 3.23, Tax Administrative Code, to Conform with Association of Washington Cities’ Model Ordinance for Business & Occupation Tax
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Rick Kirkwood, Budget & Tax Manager Alice Kim, Business & Occupation Tax Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Ordinance No. 808, which reflected updates to the Washington State Business and Occupation (B&O) Tax Model Ordinance from 2013, was adopted by the City Council on December 4, 2017. Ordinance No. 808 created two new Chapters in the Shoreline Municipal Code (SMC) - Chapter 3.22, Business & Occupation Tax and Chapter 3.23, Tax Administrative Code – which established and provides for a B&O Tax in the City of Shoreline.

To incorporate changes required by two bills passed in the 2019 Legislative session, a work group of cities met over the past several months to update the B&O Tax Model Ordinance. Given these changes, SMC Chapter 3.22 and 3.23 must be amended. Proposed Ordinance No. 870, which Council will discuss tonight, would amend these Chapters of the SMC. Proposed Ordinance No. 870 is currently scheduled to be brought back to Council for adoption on November 18, 2019.

**RESOURCE/FINANCIAL IMPACT:**

B&O Taxes are major revenue sources for a number of cities, including Shoreline, and comprise one of the four main revenue sources provided to cities by the state legislature (the other three being property taxes, sales taxes, and utility taxes). There is no financial impact associated with tonight’s discussion; however, implementation of the change to the apportionment formula for service income may impact the level of gross receipts a business may allocate to Shoreline.

**RECOMMENDATION**

No action is required by the City Council this evening. Staff recommends that Council discuss Ordinance No. 870. Staff also recommends that Council adopt Ordinance No. 870 when is it scheduled to be brought back to Council on November 18, 2019 for adoption.

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

## BACKGROUND

In 2003, the legislature passed a bill that required the Association of Washington Cities (AWC) to convene a committee to develop a model ordinance for all cities imposing a Business and Occupation (B&O) Tax. The legislature was concerned about the lack of uniformity of city B&O Tax ordinances and about the possibility that some business income was subject to multiple taxation. Since 2004, all cities imposing a B&O Tax have been required to follow the Washington State B&O Tax Model Ordinance procedures, which includes certain mandatory definitions, penalty and interest provisions, and payment periods. The B&O Model Ordinance cannot be updated more often than every four years. The last updates to the B&O Model Ordinance in 2012 were adopted by cities in 2013.

On December 4, 2017, the City Council adopted Ordinance No. 808, which created two new Chapters in the Shoreline Municipal Code - Chapter 3.22, Business & Occupation Tax and Chapter 3.23, Tax Administrative Code – which established a B&O Tax in the City of Shoreline. These code chapters reflect the updates to the model ordinance from 2013.

### B&O Tax Allocation and Apportionment

Cities that levy a B&O tax must allow for allocation and apportionment – meaning that they must allow businesses that operate within multiple jurisdictions to apportion, or divide, their taxable income among the jurisdictions in which they do business. While city B&O taxes varied from state B&O tax in numerous ways, cities that imposed a B&O tax generally adopted the same cost apportionment formula as the state. Effective in 2008 as part of a larger bill originally enacted in 2005, RCW 35.102.130 mandated that cities apportion service income for B&O tax purposes using a unique two-factor formula to apportion income based on the average of a “service-income” factor and a payroll factor. Gross income derived from service activities is apportioned to each city by multiplying the total service income by a fraction, the numerator of which is the payroll factor plus the service income factor and the denominator of which is two, as follows:

#### **Two-factor formula:**

$\text{Taxable Service Income} = \text{Total Service Income} \times \frac{(\text{Payroll Factor} + \text{Service-Income Factor})}{2}$	
Payroll Factor =	$\frac{\text{Total Compensation Paid in City}}{\text{Total Compensation Paid Everywhere}}$
Service-Income Factor =	$\frac{\text{Total Service Income in City}}{\text{Total Service Income Everywhere}}$

Following the establishment of the two-factor apportionment formula, in 2016, the Legislature created a task force to develop options for the centralized and simplified administration of local B&O taxes and business licensing. The task force met between May and December 2016 and identified various challenges that cities and businesses faced in administering and complying with the two-factor formula and recommended that the Legislature appoint a separate working group dedicated to exploring options for simplifying the local apportionment formula in RCW 35.102.130. Their work (the 2016 Local Tax & Licensing Simplification Task Force Report) was completed in December



2016 and may be viewed at the following link:

<https://dor.wa.gov/sites/default/files/legacy/Docs/Reports/LocalTax%26Licensing.pdf>.

The Legislature approved the Local Tax & Licensing Simplification Task Force's recommendation, finding that non-uniformity and complexity in the current apportionment model resulted in administrative difficulties for both the cities and businesses. In 2017, the legislature enacted Engrossed House Bill (EHB) 2005 directing cities to work with business organizations to simplify the current two-factor method of allocation and apportion under RCW 35.102. EHB 2005 also required a report to the legislature by October 31, 2018. The 2018 Local B&O Tax Apportionment Task Force Report may be viewed at the following link:

<https://dor.wa.gov/sites/default/files/legacy/Docs/Reports/2018/LocalBOTaxApportionmentTaskForceReport.pdf>.

The Local B&O Tax Apportionment Task Force recommendation simplifies the service income factor, adopting a sourcing hierarchy modeled on Massachusetts' apportionment rules. The recommendation also contains a 'throw-out provision' based on Washington's B&O tax throw-out provision in RCW 82.04.462 to address the cities' concern regarding attribution of income to jurisdictions in which the taxpayer is not taxable; and, establishes a consistent burden of proof for taxpayers and tax administrators seeking application of an alternative apportionment method when the statutory method does not fairly represent the extent of the taxpayer's business activity in the city.

### **2019 Model Ordinance Update**

Subsequently, two bills were passed in the 2019 Legislative session regarding B&O Taxes: House Bill (HB) 1403 regarding service apportionment rules and HB 1059 regarding annual tax filers. A work group of cities, including Bellevue, Burien, Kent, Seattle, Shoreline, Snoqualmie, and Tacoma, met over the past several months to update the B&O Model Ordinance to incorporate changes required by HB 1403 and the Administrative Provisions to incorporate changes required by HB 1059. In addition, as part of the implementation of the change, a workgroup of city tax managers has drafted a proposed city Apportionment of Service Receipts Model Rule to assist in uniformity of implementation. The workgroup also solicited comments from the business community during two stakeholder meetings conducted in September and October 2019. A number of the comments were incorporated in the draft rule, which may be reviewed here:

<https://wacities.org/docs/default-source/resources/bando-taxes/2019modelruledraft.pdf?sfvrsn=10>.

## **DISCUSSION**

Given the apportionment changes to the 2019 B&O Model Ordinance, Shoreline Municipal Code (SMC) Chapter 3.22, Business & Occupation Tax (Attachment A – Exhibit A), must be amended to conform with the changes, as follows:

- *Service Apportionment Definition of Customer Location Hierarchy.* SMC Section 3.22.077, Allocation and apportionment of income when activities take place in more than one jurisdiction, adopts changes to service apportionment tests, definition of

business activity tax, customer, and customer location, and alternative apportionment process effective January 1, 2020, as provided in HB 1403. The previous version defined “customer location” as where the majority of the “contacts” occurred between the business and the customer. The new definition establishes a hierarchy of factors, depending on whether the customer is residential or business.

- *Technical Changes:*
  - SMC 3.22.030: Makes technical corrections to titles and individual words.
  - SMC 3.22.090(H): Makes technical changes to update the RCW reference to the tax exemption for motor vehicle fuel.

In addition to the proposed changes to SMC Chapter 3.22, SMC Chapter 3.23, Tax Administrative Code (Attachment A – Exhibit B), must also be amended to conform with the 2019 Administrative Provision changes as follows:

- *Annual Tax Filing Deadline:* SMC 3.23.040, When due and payable – Reporting periods – Monthly, quarterly, and annual returns – Threshold provisions or relief from filing requirements – Computing time periods – Failure to file returns, includes language linking the change to April 15 for annual tax return filing by referencing RCW 82.32.045 effective January 1, 2021, as provided in HB 1059. Per Section 6 of Ordinance No. 870, this amendatory language is effective on January 1, 2021.
- *Definition of Engaging in Business:* The definition of “engaging in business” in SMC 3.23.030, Definitions, removes the section for contracting with the city to align with the model business license definition adopted by cities last year.

Any updates to mandatory provisions, other than those required by statute or otherwise noted, must be adopted with an effective date of January 1, 2020. Proposed Ordinance No. 870 (Attachment A), which Council will discuss tonight, provides for these amendments to the State Model Ordinance. Proposed Ordinance No. 870 is currently scheduled to be brought back to Council for adoption on November 18, 2019.

### **RESOURCE/FINANCIAL IMPACT**

B&O Taxes are major revenue sources for a number of cities, including Shoreline, and comprise one of the four main revenue sources provided to cities by the state legislature (the other three being property taxes, sales taxes, and utility taxes). There is no financial impact associated with tonight’s discussion; however, implementation of the change to the apportionment formula for service income may impact the level of gross receipts a business may allocate to Shoreline.

### **RECOMMENDATION**

No action is required by the City Council this evening. Staff recommends that Council discuss Ordinance No. 870. Staff also recommends that Council adopt Ordinance No. 870 when it is scheduled to be brought back to Council on November 18, 2019 for adoption.

## **ATTACHMENTS**

Attachment A: Proposed Ordinance No. 870

Attachment A, Exhibit A: SMC Chapter 3.22 – Business and Occupation Tax

Attachment A, Exhibit B: SMC Chapter 3.23 – Tax Administrative Code

**ORDINANCE NO. 870**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON AMENDING SHORELINE MUNICIPAL CODE CHAPTER 3.22, BUSINESS AND OCCUPATION TAX, AND CHAPTER 3.23, TAX ADMINISTRATIVE CODE.**

WHEREAS, the City of Shoreline is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, on December 4, 2017, the City Council adopted Ordinance 808, establishing a Business and Occupation Tax applicable within the City; and

WHEREAS, pursuant to RCW 35.102.040, the City established SMC Chapters 3.22 and 3.23 consistent with the mandatory provisions of the model ordinances developed by Washington cities, through a work group established by the Association of Washington Cities (Model Ordinance Work Group), related to imposition and collection of such a tax; and

WHEREAS, during the 2019 Regular Session the Washington State Legislature adopted Substitute House Bill 1403, chapter 101, Laws of 2019, an act related to simplifying the administration of municipal business and occupation tax apportionment; and

WHEREAS, SHB 1403 seeks to simplify the administration by adopting a new sourcing hierarchy for the income factor, excluding services receipts from the income factor denominator attributable to jurisdictions where the taxpayer would not be subject to tax, and establishing guidelines for the application of an alternative apportionment method; and

WHEREAS, during the 2019 Regular Session the Washington State Legislature adopted Substitute House Bill 1059, chapter 63, Laws of 2019, an act extending the B&O tax return filing due date for annual filers; and

WHEREAS, SHB 1059 sets parameters for when the payment of B&O taxes, along with reports and returns, from annual filers is due; and

WHEREAS, the effective date of the amendatory language arising from SHB 1059 is January 1, 2021 and the effective date of the amendatory language arising from SHB 1403 is January 1, 2020; and

WHEREAS, the Model Ordinance Work Group has developed amendatory language for the model ordinances based on SHB 1403 and SHB 1059 and the City needs to amend SMC Chapters 3.22 and 3.23 to reflect this language;

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

**Section 1. Amendment to Chapter 3.22 Business and Occupation Tax.** SMC Chapter 3.22 Business and Occupation Tax is amended as set forth in Exhibit A to this Ordinance.

**Section 2. Amendment to Chapter 3.23 Tax Administration.** SMC Chapter 3.23 Tax Administrative Code is amended as set forth in Exhibit B to this Ordinance.

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

**Section 5. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this Ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

**Section 6. Publication and Effective Date.** A summary of this Ordinance consisting of the title shall be published in the official newspaper.

- A. Section 1 of this Ordinance, amending SMC Chapter 3.22, shall take effect at 12:01 am January 1, 2020.
- B. Section 2 of this Ordinance, amending SMC Chapter 3.23, shall take effect at 12:01 am January 1, 2021.

**PASSED BY THE CITY COUNCIL ON NOVEMBER 18, 2019**

\_\_\_\_\_  
Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

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

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

Date of Publication: , 2019  
Effective Date: , 2019

## **ORDINANCE No. 870**

### **Exhibit A**

#### **Amendments to SMC Chapter 3.22**

##### **SMC 3.22.030(E)(2) “E” Definitions is amended as follows:**

2. “Engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

a. The city expressly intends that “engaging in business” include any activity sufficient to establish nexus for purposes of applying the tax under the law and the constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus-generating contact or subsequent contacts.

b. This subsection sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to register and obtain a business license pursuant to SMC Title 5 or pay city business and occupation taxes. The activities listed in this subsection are illustrative only and are not intended to narrow the definition of “engaging in business” in this subsection. If an activity is not listed, whether it constitutes “engaging in business” in the city shall be determined by considering all the facts and circumstances and applicable law.

c. Without being all-inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf, constitutes “engaging in business” and requires a person to register and obtain a business license pursuant to SMC Title 5:

i. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city;

ii. Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment in the city;

iii. Soliciting sales;

iv. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance;

v. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf;

vi. Installing, constructing, or supervising installation or construction of real or tangible personal property;

vii. Soliciting, negotiating, or approving franchise, license, or other similar agreements;

viii. Collecting current or delinquent accounts;

ix. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials;

x. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services, including the listing of homes and managing real property;

xi. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, and veterinarians;

xii. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings;

xiii. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers;

xiv. Investigating, resolving, or otherwise assisting in resolving customer complaints;

xv. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place;

xvi. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf; or

~~xvii. Accepting or executing a contract with the city, irrespective of whether goods or services are delivered within or without the city, or whether the person's office or place of business is within or without the city.~~

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**SMC 3.22.077 Allocation and apportionment of income when activities take place in more than one jurisdiction.**

Gross income, other than persons subject to the provisions of Chapter 82.14A RCW, shall be allocated and apportioned as follows:

A. Gross income derived from all activities other than those taxed as service or royalties under SMC 3.22.050(A)(7) shall be allocated to the location where the activity takes place.

B. In the case of sales of tangible personal property, the activity takes place where delivery to the buyer occurs.

C. In the case of sales of digital products, the activity takes place where delivery to the buyer occurs. The delivery of digital products will be deemed to occur at:

1. The seller's place of business if the purchaser receives the digital product at the seller's place of business;

2. If not received at the seller's place of business, the location where the purchaser or the purchaser's donee, designated as such by the purchaser, receives the digital product, including the location indicated by instructions for delivery to the purchaser or donee, known to the seller;

3. If the location where the purchaser or the purchaser's donee receives the digital product is not known, the purchaser's address maintained in the ordinary course of the seller's business when use of this address does not constitute bad faith;

4. If no address for the purchaser is maintained in the ordinary course of the seller's business, the purchaser's address obtained during the consummation of the sale, including the address of a purchaser's payment instrument, if no other address is available, when use of this address does not constitute bad faith; and

5. If no address for the purchaser is obtained during the consummation of the sale, the address where the digital good or digital code is first made available for transmission by the seller or the address from which the digital automated service or service described in RCW 82.04.050(2)(g) or (6)(b) was provided, disregarding for these purposes any location that merely provided the digital transfer of the product sold.

D. If none of the methods in subsection C of this section for determining where the delivery of digital products occurs are available after a good faith effort by the taxpayer to apply the methods provided in subsections (C)(1) through (C)(5) of this section, then the city and the taxpayer may mutually agree to employ any other method to effectuate an equitable allocation of income from the sale of digital products. The taxpayer will be responsible for petitioning the city to use an alternative method under this subsection. The city may employ an alternative method for allocating the income from the sale of digital products if the methods provided in subsections (C)(1) through (C)(5) of this section are not available and the taxpayer and the city are unable to mutually agree on an alternative method to effectuate an equitable allocation of income from the sale of digital products.



E. For purposes of subsections (C)(1) through (C)(5) of this section, the following definitions apply:

1. “Digital automated services,” “digital codes,” and “digital goods” have the same meaning as in RCW 82.04.192;
2. “Digital products” means digital goods, digital codes, digital automated services, and the services described in RCW 82.04.050(2)(g) and (6)(c); and
3. “Receive” has the same meaning as in RCW 82.32.730.

F. Gross income derived from activities taxed as services and other activities taxed under SMC 3.22.050(A)(7) shall be apportioned to the city by multiplying apportionable income by a fraction, the numerator of which is the payroll factor plus the service-income factor and the denominator of which is two.

1. The payroll factor is a fraction, the numerator of which is the total amount paid in the city during the tax period by the taxpayer for compensation and the denominator of which is the total compensation paid everywhere during the tax period. Compensation is paid in the city if:

a. The individual is primarily assigned within the city;

b. The individual is not primarily assigned to any place of business for the tax period and the employee performs 50 percent or more of his or her service for the tax period in the city; or

c. The individual is not primarily assigned to any place of business for the tax period, the individual does not perform 50 percent or more of his or her service in any city and the employee resides in the city.

2. The service-income factor is a fraction, the numerator of which is the total service income of the taxpayer in the city during the tax period, and the denominator of which is the total service income of the taxpayer everywhere during the tax period. Service income is in the city if the customer location is in the city.:

~~a. The customer location is in the city; or~~

~~b. The income-producing activity is performed in more than one location and a greater proportion of the service-income-producing activity is performed in the city than in any other location, based on costs of performance, and the taxpayer is not taxable at the customer location; or~~

~~c. The service-income-producing activity is performed within the city, and the taxpayer is not taxable in the customer location.~~

3. Gross income of the business from engaging in an apportionable activity must be excluded from the denominator of the service income factor if, in respect to such

activity, at least some of the activity is performed in the city, and the gross income is attributable under (2) of this subsection to a city or unincorporated area of a county within the United States or to a foreign country in which the taxpayer is not taxable. For purposes of this subsection (F)(3), “not taxable” means that the taxpayer is not subject to a business activities tax by that city or county within the United States or by that foreign country, except that a taxpayer is taxable in a city or county within the United States or in a foreign country in which it would be deemed to have a substantial nexus with the city or county within the United States or with the foreign country under the standards in RCW 35.102.050 regardless of whether that city or county within the United States or that foreign country imposes such a tax.

34. If the allocation and apportionment provisions of this subsection (F) do not fairly represent the extent of the taxpayer’s business activity in the city ~~or cities in which the taxpayer does business~~, the taxpayer may petition for or the tax administrators may jointly require, in respect to all or any part of the taxpayer’s business activity, ~~that one of the following methods be used jointly by the cities to allocate or apportion gross income~~, if reasonable:

- a. Separate accounting;
- b. ~~The use of a single factor~~ The exclusion of any one or more factors;
- c. The inclusion of one or more additional factors that will fairly represent the taxpayer’s business activity in the city; or
- d. The employment of any other method to effectuate an equitable allocation and apportionment of the taxpayer’s income.

5. The party petitioning for, or the tax administrator requiring, the use of any method to effectuate an equitable allocation and apportionment of the taxpayer’s income pursuant to subsection (4) of this subsection (F) must prove by a preponderance of the evidence:

- a. That the allocation and apportionment provisions of this subsection (F) do not fairly represent the extent of the taxpayer’s business activity in the city; and
- b. That the alternative to such provisions is reasonable.

The same burden of proof shall apply whether the taxpayer is petitioning for, or the tax administrator is requiring, the use of an alternative, reasonable method to effectuate an equitable allocation and apportionment of the taxpayer’s income.

6. If the tax administrator requires any method to effectuate an equitable allocation and apportionment of the taxpayer’s income, the tax administrator cannot impose any civil or criminal penalty with reference to the tax due that is attributable to

the taxpayer's reasonable reliance solely on the allocation and apportionment provisions of this subsection (F).

7. A taxpayer that has received written permission from the tax administrator to use a reasonable method to effectuate an equitable allocation and apportionment of the taxpayer's income shall not have that permission revoked with respect to transactions and activities that have already occurred unless there has been a material change in, or a material misrepresentation of, the facts provided by the taxpayer upon which the tax administrator reasonably relied in approving a reasonable alternative method.

G. The definitions in this subsection apply throughout this section:

1. "Apportionable income" means the gross income of the business taxable under the service classifications of a city's gross receipts tax, including income received from activities outside the city if the income would be taxable under the service classification if received from activities within the city, less any exemptions or deductions available.

2. "Business activities tax" means a tax measured by the amount of, or economic results of, business activity conducted in a city or county within the United States or within a foreign country. The term includes taxes measured in whole or in part on net income or gross income or receipts. "Business activities tax" does not include a sales tax, use tax, or a similar transaction tax, imposed on the sale or acquisition of goods or services, whether or not denominated a gross receipts tax or a tax imposed on the privilege of doing business.

23. "Compensation" means wages, salaries, commissions, and any other form of remuneration paid to individuals for personal services that are or would be included in the individual's gross income under the Federal Internal Revenue Code.

4. "Customer" means a person or entity to whom the taxpayer makes a sale or renders services or from whom the taxpayer otherwise receives gross income of the business.

35. "Customer location" means ~~the city or unincorporated area of a county where the majority of the contacts between the taxpayer and the customer take place.~~ the following:

a. For a customer not engaged in business, if the service requires the customer to be physically present, where the service is performed.

b. For a customer not engaged in business, if the service does not require the customer to be physically present:

(i) The customer's residence; or

(ii) If the customer's residence is not known, the customer's billing/ mailing address.

c. For a customer engaged in business:

- (i) Where the services are ordered from;
- (ii) At the customer's billing/ mailing address if the location from which the services are ordered is not known; or
- (ii) At the customer's commercial domicile if none of the above are known.

~~4-6.~~ "Individual" means any individual who, under the usual common law rules applicable in determining the employer-employee relationship, has the status of an employee of that taxpayer.

~~5-7.~~ "Primarily assigned" means the business location of the taxpayer where the individual performs his or her duties.

~~6-8.~~ "Service-taxable income" or "service income" means gross income of the business subject to tax under either the service or royalty classification.

~~7-8.~~ "Tax period" means the calendar year during which tax liability is accrued. If taxes are reported by a taxpayer on a basis more frequent than once per year, taxpayers shall calculate the factors for the previous calendar year for reporting in the current calendar year and correct the reporting for the previous year when the factors are calculated for that year, but not later than the end of the first quarter of the following year.

~~8.~~ "Taxable in the customer location" means either that a taxpayer is subject to a gross receipts tax in the customer location for the privilege of doing business, or that the government where the customer is located has the authority to subject the taxpayer to gross receipts tax regardless of whether, in fact, the government does so.

H. Assignment or apportionment of revenue under this section shall be made in accordance with and in full compliance with the provisions of the Interstate Commerce Clause of the United States Constitution where applicable.

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### **SMC 3.22.090 Exemptions.**

#### **Subsection 3.22.090(H) is amended as follows:**

H. Amounts Derived from Manufacturing, Selling or Distributing Motor Vehicle Fuel. This chapter shall not apply to the manufacturing, selling, or distributing of motor vehicle fuel, as the term "motor vehicle fuel" is defined in RCW ~~82.36.010~~ 82.38.020 and exempt under RCW ~~82.36.440~~ 82.38.280; provided, that any fuel not subjected to the state fuel excise tax, or any other applicable deduction or exemption, will be taxable under this chapter.

**ORDINANCE No. 870**

**Exhibit B**

**Amendments to SMC Chapter 3.23**

**SMC 3.23.040 When due and payable – Reporting periods – Monthly, quarterly, and annual returns – Threshold provisions or relief from filing requirements – Computing time periods – Failure to file returns.**

**Subsection SMC 3.23.040(A) is amended as follows:**

A. Other than any annual license fee pursuant to SMC Title 5, the tax imposed by Chapters 3.22, 3.30, and 3.32 SMC, and any other applicable chapters or sections, shall be due and payable in quarterly installments. At the director's discretion, businesses may be assigned to a monthly, annual, or active nonreporter reporting period depending on the tax amount owing or type of tax. Tax payments are due on or before ~~the last day of the next month following the end of the assigned reporting period covered by the return~~ the time as provided in RCW 82.32.045(1), (2), and (3).

**\*\*\*Note to Code Revisor: Per Section 6 of Ordinance 870, this amendatory language is effective at 12:01 am on January 1, 2021.**

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

<b>AGENDA TITLE:</b>	Discussion of the Sound Cities Association Statement of Principles Related to the Proposed King County Regional Authority on Homelessness
<b>DEPARTMENT:</b>	Community Services
<b>PRESENTED BY:</b>	Collen Kelly
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

On September 4, 2019, King County Executive Dow Constantine and Seattle Mayor Jenny Durkan transmitted legislation to their respective city councils that would charter a King County Regional Homelessness Authority, along with companion legislation that authorizes the County Executive to execute an Interlocal Agreement (ILA) with cities across King County. The purpose of the proposed entity is to address homelessness crisis response activities across the County.

At the next meeting of the Sound Cities Association (SCA) Public Issues Committee (PIC), members will be discussing whether SCA should consider adoption of principles to provide feedback to the County Council and to provide guidance for SCA members on the Executive Leadership Group (ELG) and the SCA representatives on the Regional Policy Committee (RPC).

As Councilmember Roberts is Shoreline’s representative to the PIC, staff is providing background information on the Regional Authority and the draft SCA principles to Council so that Council can provide guidance to Councilmember Roberts regarding the view of the Shoreline Council for the forthcoming November PIC meeting where this issue will be discussed.

**RESOURCE/FINANCIAL IMPACT:**

This item does not have any financial impact.

**RECOMMENDATION**

No action is required. Staff will present background information regarding the current proposal to create a Regional Homelessness Authority and a draft statement of principles to be considered by the PIC in November. Staff recommends that Council discuss the draft principles and provide guidance to Councilmember Roberts regarding the view of the Shoreline Council related to the draft principles.

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

## **INTRODUCTION**

On September 4, 2019, King County Executive Dow Constantine and Seattle Mayor Jenny Durkan transmitted legislation to their respective city councils that would charter a King County Regional Homelessness Authority (Attachment A), along with companion legislation that authorizes the Executive to execute an Interlocal Agreement (ILA) with cities across King County (Attachment B). The proposed entity would address homelessness crisis response activities across the County.

At the next meeting of the Sound Cities Association (SCA) Public Issues Committee (PIC), members will be discussing whether SCA should consider adoption of principles (Attachment C) to provide feedback to the County Council and to provide guidance for SCA members on the Executive Leadership Group (ELG) and the SCA representatives on the Regional Policy Committee (RPC).

## **BACKGROUND**

Over the past few years, a variety of regional reports have identified the fractured nature of the current homelessness response system as a barrier to effectively addressing homelessness in King County. In response, King County Executive Dow Constantine and Seattle Mayor Jenny Durkan signed a Memorandum of Understanding (MOU) in May, 2018 identifying ways the two organizations would increase collaboration on homelessness services.

Also in 2018, the City of Seattle, King County, and All Home - King County's Federal Continuum of Care organization - retained National Innovation Services (NIS) to analyze the current homelessness response system and to make recommendations for improvement. Simultaneously, philanthropic leaders in the region retained Corporation for Supportive Housing (CSH) to develop a Regional Action Plan. Between October and December 2018, an Executive Leadership Group (ELG), which included King County Executive Dow Constantine, Seattle Mayor Jenny Durkan, Bellevue Mayor John Chelminiak, Auburn Mayor Nancy Backus, and Renton City Council President Ed Prince, along with representatives from the business and philanthropic community, convened three times to discuss regional homelessness governance.

On December 14, 2018, [NIS published recommendations](#) to improve the region's response to the homelessness crisis, including a recommendation to consolidate the region's investments and efforts to address homelessness into a new agency. More detailed information on the proposal, and on the NIS consultant work that led to the proposal, can be found at <https://regionalhomelesssystem.org/>. Following the NIS release in December 2018, Mayor Durkan and Executive Constantine expressed support for moving ahead with consolidation.

King County staff and representatives from both NIS and CSH provided a briefing to the Shoreline City Council on June 17, 2019 regarding their work to date. The staff report for that Council discussion can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport061719-9a.pdf>.

Following the Council presentation, SCA and the King County Department of Community and Human Services (DCHS) hosted a briefing for all SCA member cities on the specific proposal on July 30, 2019. At that meeting, members gave feedback expressing general support for working together as a region to address homelessness and emphasized the need for sub-regional planning to address the different needs of communities throughout the County. Additional feedback called for a robust role for elected policy makers in the governance structure.

### **Specifics of Regional Homelessness Authority Transmitted Legislation**

As noted above, on September 4, 2019, the King County Executive and Seattle Mayor transmitted legislation to their respective city councils that would charter a King County Regional Homelessness Authority, along with companion legislation that authorizes the Executive to execute an ILA with cities across King County. The legislation proposes the creation of a new Public Development Authority (PDA) with the following role, scope and purpose:

- Unified planning and coordination of funding and services for people experiencing homelessness countywide.
- Oversight on policy, contract management, and performance management.
- Continuum of Care functions, as required by the U.S. Department of Housing and Urban Development, to receive federal funding, formerly housed within “All Home” (pending decisions of the All Home Continuum of Care Board).
- Creation of a new governance structure to guide financial and strategic decision making, including roles and proposed composition of a Steering Committee, Governing Board and Advisory Committees.
- Hiring of an Executive Director with authority to lead the Regional Authority.
- Creation of a new Ombuds Office to serve as a single point of contact for customers.
- Establishment of clear metrics and milestones for measuring success and for ensuring accountability and transparency.

Attachment D to this staff report provides the Unified Governance Briefing Sheet related to the proposed Regional Authority. This Briefing Sheet provides a useful summary of the proposed governance structure, specific programs anticipated to be included and total funding expected to be provided by both King County and the City of Seattle.

### **Regional Action Plan**

The proposed ILA and Charter do not contain detail regarding the Regional Action Plan, and a draft has not yet been released. The proposed Charter does contain a reference to a Regional Action Plan in the definitions section and defines it as “the plan created to identify regional resource needs and guide decision making goals.” The definitions section also notes that the Five-year plan shall “align with the Regional Action Plan, if any, to guide the Authority’s operations.” Similarly, the ILA notes that the Five-Year Plan shall be informed by the Regional Action Plan. But neither the Charter nor the ILA indicate the role, if any, of the PDA, the Governing Board, and/or the Steering Committee in adopting or approving a Regional Action Plan.

### **Regional Authority Funding**

The total value of the programs that would go to the PDA, including both funds contracted to outside entities and internal staff, would be approximately \$128 million



(\$73 million from Seattle, \$55 million from King County). This includes local funds, and state and federal funds that flow through Seattle and King County. \$42 million of the total are federal funds that currently flow through the Continuum of Care (All Home). The majority of funds that are proposed to be overseen by the PDA will be funds distributed through contract by King County and Seattle to outside agencies.

### **Considerations for Suburban Cities**

While SCA cities are not currently being asked to contribute funds to the PDA, they are being invited to sign onto the ILA. It is anticipated that each party signing the ILA would sign a service agreement with the PDA. That service agreement would describe the entity's commitment to providing resources (direct funding or in-kind contributions such as staff time, facility space, development sites, etc.) to support the operation of the PDA or related services. Additionally, entities signing the ILA would commit to aligning their provision of homeless services with the PDA's five-year implementation plan.

It is somewhat unclear how this would work initially, as the initial five-year plan is expected to be adopted within 18 months of the legislation being approved. The ILA and Charter anticipate some form of sub-regional planning, to "provide capacity to work with stakeholders from geographically diverse parts of the region to analyze, identify, and implement priority services distinct to those sub-regions." There is not a great deal of detail in either the Charter or the ILA as to how the sub-regional planning would be accomplished.

### **Additional Responses to Proposed Legislation**

SCA compiled a list of questions from member cities and sent them to King County staff. The responses received are included as Attachment E.

Councilmember Scully serves as an SCA appointee on the All Home Coordinating Board which currently functions as the oversight board of the King County Continuum of Care, which has specific responsibilities based on federal requirements. That body has been discussing how those responsibilities can and should be transitioned into the new governance structure. A final decision on that issue is still pending, but many questions and concerns related to overall governance and accountability have been raised during the discussions of the All Home Coordinating Board.

The Regional Policy Committee (RPC) has been briefed on this proposal several times. At both the September and October meetings, the SCA members on the RPC asked questions and gave feedback on the proposal which were consistent with comments made prior to the legislation being transmitted. RPC members also asked for detailed information regarding the sources of the various funds being recommended for transfer to the new authority. That detail is provided as Attachment F. SCA representatives all stressed the need to allow time for all SCA cities to give feedback on the proposal.

The cities of Renton and Kirkland have provided formal comment on the proposal via letter (see Attachment G and Attachment H respectively). Both cities were generally supportive of the concept of a unified regional response system, and both cities also cited the need for additional representation from SCA cities.

Finally, King County Councilmember Reagan Dunn published an [Op Ed in the Seattle Times](#) critical of the proposal. He has proposed a Regional Summit of elected officials to review the proposed regional governance structure prior to any action by the King County Council.

### **DISCUSSION**

At the November 13, 2019 PIC meeting, members will be asked to weigh in with feedback on the overall proposal, as well as feedback on whether SCA should adopt a formal position on the proposal. This will be PIC's first opportunity to weigh in on the specific proposal that has been transmitted to the County Council.

As Councilmember Roberts is Shoreline's representative to the PIC, staff is providing this background information on the Regional Authority and the draft SCA principles to Council so that Council can provide guidance to Councilmember Roberts regarding the view of the Shoreline Council for the forthcoming November PIC meeting.

As the Council reviews SCA's Draft Statement of Principles (Attachment C) here are some questions that Council may want to consider:

- Do the statements contained in the SCA Draft Statement of Principles reflect the perspective of the Shoreline City Council?
- Are there any statements that should be revised, added or removed?
- Does the Shoreline Council believe there is value and/or risk in the SCA taking a formal position on the legislation currently before the King County and City of Seattle Councils?
- How would Councilmembers advise PIC representative Councilmember Roberts to weigh in when this is discussed on November 13<sup>th</sup>?

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

This item relates to Council Goal #4, Action Step #2: "Continue addressing homelessness solutions on a regional and local level."

### **RESOURCE/FINANCIAL IMPACT**

This item does not have any financial impact.

### **RECOMMENDATION**

No action is required. Staff will present background information regarding the current proposal to create a Regional Homelessness Authority and the draft statement of principles to be considered by the PIC in November. Staff recommends that Council discuss the draft principles and provide guidance to Councilmember Roberts regarding the will of the Shoreline Council related to the draft principles.

## **ATTACHMENTS**

- Attachment A: Regional Homelessness Authority Proposed Charter
- Attachment B: Regional Homelessness Authority Proposed Interlocal Agreement
- Attachment C: SCA PIC Draft Statement of Principles
- Attachment D: Unified Governance Briefing Sheet
- Attachment E: SCA Questions Answered by King County Staff
- Attachment F: PDA Proposed Funding Detail
- Attachment G: City of Renton letter to the King County Executive's Office
- Attachment H: City of Kirkland letter to the King County Executive's Office and Mayor's Office of the City of Seattle

**CHARTER**  
**OF**  
**KING COUNTY REGIONAL HOMELESSNESS AUTHORITY**

**TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE I	DEFINITIONS ..... 1
ARTICLE II	AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY ..... 3
	Section 1. Authority ..... 3
	Section 2. Limitation on Liability ..... 3
	Section 3. Mandatory Disclaimer..... 3
ARTICLE III	DURATION OF AUTHORITY ..... 4
ARTICLE IV	PURPOSE AND SCOPE OF AUTHORITY ..... 4
ARTICLE V	POWERS OF AUTHORITY ..... 5
ARTICLE VI	LIMITS ON AUTHORITY POWERS ..... 7
ARTICLE VII	ORGANIZATION OF AUTHORITY ..... 8
	Section 1. Steering Committee..... 8
	Section 2. Governing Board of Directors..... 10
	Section 3. Right to Indemnification ..... 16
	Section 4. Conduct; Code of Ethics ..... 17
ARTICLE VIII	OFFICERS OF AUTHORITY; STAFFING..... 18
	Section 1. Tenure of Officers ..... 18
	Section 2. Duties of Officers ..... 19
	Section 3. Incapacity of Officers..... 19
	Section 4. Advisory Committee; Committees..... 19
	Section 5. Executive Director ..... 19
	Section 6. Office of the Ombuds..... 20
ARTICLE IX	COMMENCEMENT OF AUTHORITY ..... 20
ARTICLE X	BYLAWS ..... 20
ARTICLE XI	MEETINGS OF THE AUTHORITY ..... 20
	Section 1. Time and Place of Meetings..... 20
	Section 2. Notice of Regular Meetings ..... 21
	Section 3. Notice of Special Meetings ..... 21
	Section 4. Waiver of Notice ..... 21
	Section 5. Notice of Meetings..... 22
	Section 6. Open Public Meetings ..... 22
	Section 7. Telephonic Participation ..... 22

Section 8. Parliamentary Authority..... 22

Section 9. Minutes..... 22

ARTICLE XII CONSTITUENCY ..... 23

ARTICLE XIII AMENDMENTS TO CHARTER..... 23

ARTICLE XIV MISCELLANEOUS..... 23

Section 1. Geographic Limitation ..... 23

Section 2. Safeguarding of Funds ..... 24

Section 3. Public Records ..... 24

Section 4. Reports and Information; Audits..... 24

Section 5. Dissolution ..... 24

Section 6. Nondiscrimination..... 26

Section 7. Labor Disputes ..... 26

Section 8. Nonexclusive Charter..... 26

**CHARTER  
OF  
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY**

**ARTICLE I**

**DEFINITIONS**

As used herein the following terms shall have the following meanings. Terms not otherwise defined herein shall have the meaning set forth in the hereinafter defined Interlocal Agreement.

“Additional Party” means any municipal corporation, governmental agency or public entity located within King County, other than Seattle and the County, that has executed the Interlocal Agreement or an amendment to the Interlocal Agreement, or has otherwise accepted and assumed the terms of the Interlocal Agreement from time to time.

“Advisory Committee” means the committee created by the Governing Board to serve in an advisory capacity to the Governing Board as set forth herein.

“Authority” means the King County Regional Homelessness Authority chartered by the County pursuant to the Enabling Ordinance and this Charter.

“Bylaws” mean the Bylaws of the Authority, as they may be amended from time to time.

“Charter” means this Charter of King County Regional Homelessness Authority, as it may be amended from time to time.

“County” means King County, a municipal corporation organized under the laws and statutes of the State.

“County Council” means the legislative authority of the County.

“County Executive” means the King County Executive.

“Customers” means individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness.

“Enabling Ordinance” means County Ordinance No. \_\_\_\_\_ adopted by the County Council on \_\_\_\_\_, 2019, as it may be amended from time to time.

“Executive Director” means the Executive Director or similar office filled by appointment of the Governing Board as provided herein.

“Five-Year Plan” means the five-year implementation plan developed by the Authority, approved by the Governing Board, and confirmed by the Steering Committee in accordance with

the Interlocal Agreement and this Charter. The Five-Year Plan shall incorporate requirements of the Service Agreements from funders and align with the Regional Action Plan, if any, to guide the Authority's operations.

“Governing Board” means the Board of Directors of the Authority, as the same shall be duly and regularly constituted from time to time under the terms of this Charter.

“Governing Board Members” or “Members of the Governing Board” shall mean members of the Governing Board.

“Homeless Services” means shelter, day centers, hygiene facilities, housing, and related services to assist Customers.

“Interlocal Agreement” means the Interlocal Agreement for the Joint Establishment of the King County Regional Homelessness Authority, as it may be amended from time to time.

“Lived Experience” means current or past experience of housing instability or homelessness, including individuals who have accessed or sought homeless services while fleeing domestic violence and other unsafe situations.

“Party” or “Party to the Interlocal Agreement” means the County, Seattle, and any Additional Party.

“RCW” means the Revised Code of Washington.

“Regional Action Plan” or “RAP” means the plan created to identify regional resource needs and guide decision making goals.

“SCA” means the Sound Cities Association.

“Seattle” means the City of Seattle, a municipal corporation organized under the laws and statutes of the State.

“Seattle City Council” means the legislative authority of the Seattle.

“Seattle Mayor” means the Mayor of Seattle.

“State” means the State of Washington.

“Steering Committee” means the oversight committee established pursuant to this Charter.

“Steering Committee Members” or “Members of the Steering Committee” shall mean members of the Steering Committee.



“Sub-Regional Planning” means efforts to analyze and articulate local needs, priorities and solutions to address homelessness across the different areas of the County, inclusive of Seattle and north, east, south, and rural King County.

## ARTICLE II

### AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY

#### **Section 1. Authority.**

The name of the public corporation organized pursuant to this Charter shall be the “King County Regional Homelessness Authority” (hereinafter referred to as the “Authority”). The corporate seal of the Authority shall be a circle with the name of the Authority and the word “SEAL” inscribed therein.

The Authority is a public corporation organized pursuant to Ordinance No. \_\_\_\_\_ of King County, Washington (the “County”) adopted on \_\_\_\_\_, as existing or as hereinafter amended (the “Enabling Ordinance”), and pursuant to the Revised Code of Washington (“RCW”) 35.21.730 through 35.21.755, as the same now exist or may hereafter be amended, or any successor act or acts.

The Authority is chartered by the County in collaboration with the City of Seattle (“Seattle”) to accomplish the purposes set forth herein and in the Enabling Ordinance pursuant to the terms of the Interlocal Agreement for the Joint Establishment of the King County Regional Homelessness Authority effective as of \_\_\_\_\_, 2019 between the County and Seattle, as it may be amended and restated from time to time (the “Interlocal Agreement”).

#### **Section 2. Limitation on Liability.**

All debts, obligations and liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against the County, Seattle or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

#### **Section 3. Mandatory Disclaimer.**

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Authority’s principal and other offices. It shall also be printed or stamped on all contracts and other documents that may entail any debt or liability by the Authority. Failure to display, print or stamp the statement required by this section shall not be taken as creating any liability for any entity other than the Authority.

The King County Regional Homelessness Authority (the “Authority”) is organized pursuant to Ordinance No. \_\_\_\_\_ of King County, Washington adopted on

\_\_\_\_\_, as existing or as hereinafter amended, and RCW 35.21.730 through 35.21.755. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”

### **ARTICLE III**

#### **DURATION OF AUTHORITY**

The duration of this corporation shall be perpetual.

### **ARTICLE IV**

#### **PURPOSE AND SCOPE OF AUTHORITY**

The purpose of the Authority is to provide a regional, independent legal entity under RCW 35.21.730-.755 and the Enabling Ordinance for the purposes of:

- 1.** Providing consolidated, aligned services for individuals and families who are experiencing homelessness or who are at imminent risk of experiencing homelessness in the jurisdictional boundaries of King County, as the same may be revised or expanded from time to time consistent with the Five-Year Plan and principles set forth in the Interlocal Agreement;
- 2.** Receiving revenues from the County, Seattle and other public and private sources for the purposes of the Authority, and applying such revenues as permitted by the Interlocal Agreement; and
- 3.** Providing such other services as determined to be necessary to implement the Interlocal Agreement.

**ARTICLE V****POWERS OF AUTHORITY**

Except as otherwise limited by Washington State law, the Authority shall have all powers necessary or convenient to effect the purposes for which the Authority is organized and to perform authorized Authority functions, including without limitation the power to:

1. Own, lease, acquire, dispose of, exchange and sell real and personal property;
2. Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, the County, Seattle, any city other than Seattle, any Additional Party, any agency of the State or its political subdivisions, and the State, any Indian Tribe, and the United States or any agency or department thereof;
3. Provide for, carry out, and implement the provisions of the Interlocal Agreement;
4. Sue and be sued in its name;
5. Lend its funds, property, credit or services, borrow money, or act as a surety or guarantor for corporate purposes;
6. Do anything a natural person may do;
7. Perform and undertake all manner and type of community services and activities in furtherance of the carrying out of the purposes or objectives of any program or project heretofore or hereafter funded in whole or in part with funds received from the United States, state, county, or other political entity, or any agency or department thereof, or any other program or project, whether or not funded with such funds, which the Authority is authorized to undertake by Federal or Washington State law, County or Seattle ordinance, County or Seattle resolution, by agreement with the County, Seattle, or as may otherwise be authorized by the County or Seattle;
8. Transfer any funds, real or personal property, property interests, or services, with or without consideration;
9. Receive and administer governmental or private property, funds, goods, or services for any lawful public purpose;
10. Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;
11. Secure financial assistance, including funds from the United States, a state, or any political subdivision or agency of either for corporate projects and activities;

- 12.** Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;
- 13.** Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;
- 14.** Initiate, carry out, and complete such improvements of benefit to the public consistent with this Charter as the United States, a state, and any political subdivision or agency of either may request;
- 15.** Recommend to the United States, a state, and any political subdivision or agency of any of them, such tax, financing, and security measures as the Authority may deem appropriate to maximize the public interest in the County;
- 16.** Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;
- 17.** Control the use and disposition of corporate property, assets, and credit;
- 18.** Invest and reinvest its funds;
- 19.** Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
- 20.** Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law and the Interlocal Agreement;
- 21.** Conduct corporate affairs, carry on its operations, and use its property as allowed by law and consistent with the Enabling Ordinance, this Charter and the Authority's Bylaws; designate agents, and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;
- 22.** Exercise any power granted to the Authority under the Enabling Ordinance, or any other applicable ordinance, and the Interlocal Agreement, except as expressly limited by the terms of this Charter; and
- 23.** Exercise and enjoy such additional powers as may be authorized by law.

**ARTICLE VI****LIMITS ON AUTHORITY POWERS**

The Authority in all activities and transactions shall be limited in the following respects:

- 1.** The Authority shall have no power of eminent domain.
- 2.** The Authority may not incur or create any liability that permits recourse by any contracting party or member of the public against any assets, services, resources, or credit of the County or Seattle, unless otherwise explicitly agreed to in writing by such entity.
- 3.** No funds, assets, or property of the Authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or any state legislature or any governing body of any political entity; provided, however, that funds may be used for representatives of the Authority to communicate with governmental entities concerning funding and other matters directly affecting the Authority, so long as such activities do not constitute a substantial part of the Authority's activities and unless such activities are specifically limited in its Charter.
- 4.** All funds, assets, or credit of the Authority shall be applied toward or expended upon services, projects, and activities authorized by this Charter. No part of the net earnings of the Authority shall inure to the benefit of, or be distributable as such to, Governing Board Members, Steering Committee Board Members, officers or other private persons, except that the Authority is authorized and empowered to:
  - a.** Provide a per diem to Governing Board Members and Steering Committee Members who have experienced homelessness, and reimburse them and employees and others performing services for the Authority for reasonable expenses actually incurred in performing their duties, and compensate employees and others performing services for the Authority a reasonable amount for services rendered;
  - b.** Assist Governing Board Members, Steering Committee Members or employees as members of a general class of persons to be assisted by a corporate-approved project or activity to the same extent as other members of the class as long as no special privileges or treatment accrues to such Governing Board Members, Steering Committee Members or employees by reason of his or her status or position in the Authority;

c. To the extent permitted by law, defend and indemnify any current or former Governing Board Members, Steering Committee Members or employees as provided herein;

d. Purchase insurance to protect and hold personally harmless any current or former Governing Board Members, Steering Committee Members or employee and their successors from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the Governing Board Members, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

e. Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Authority's transactions or activities and is applied to or expended upon services, projects, and activities as aforesaid.

5. The Authority shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its Governing Board Members, Steering Committee Members or employees or otherwise engage in business for private gain.

6. The Authority shall have no power to issue negotiable bonds or notes.

## ARTICLE VII

### ORGANIZATION OF AUTHORITY

**Section 1. Steering Committee.** A Steering Committee shall be formed for the purposes of performing only the duties outlined within this Section.

**a. Steering Committee Composition.** The Steering Committee shall be composed of the following members:

- (i) the County Executive;
- (ii) one member of the County Council;
- (iii) the Seattle Mayor;
- (iv) one member of the Seattle City Council;

(v) one member shall be an elected official from a city other than Seattle that is a party to the Interlocal Agreement or, if no such city is a Party, who is an officer of the Board of Directors of the SCA;

(vi) one member shall be an elected official from a city other than Seattle that is a party to the Interlocal Agreement; provided, that at least twenty cities other than Seattle have signed the Interlocal Agreement; and

(vii) two members representing stakeholders who have experienced homelessness, which members shall be appointed by a continuum of care-created committee, group, or task force made up primarily of persons who have experienced homelessness.

**b. Duties.** The sole duties of the Steering Committee shall consist of:

(i) Confirm Governing Board Members as provided in this Charter;

(ii) Remove Governing Board Members for cause as provided in this Charter;

(iii) Confirm without amendment the Five-Year Plan(s) presented by the Governing Board;

(iv) Receive an annual performance report from the Governing Board; and

(v) Confirm without amendment the annual budget presented by the Governing Board that is consistent with the Five-Year Plan.

If the Steering Committee does not make the confirmations described above, it shall communicate the reasons for such decision to the Governing Board.

**c. Organization.** Members of the Steering Committee shall elect co-chairs from among its Members, each of which shall serve a two-year term.

**d. Quorum.** At all meetings of the Steering Committee, a quorum of the Steering Committee must be in attendance in order to do business on any issue. A quorum shall be defined as a majority of the Steering Committee Members in number, excluding any Steering Committee Member who has given notice of withdrawal or has been terminated as a member by vote of the Steering Committee.

**e. Voting.** All action of the Steering Committee shall require an affirmative vote of a simple majority of the Steering Committee Members voting on the issue.

Each individual Steering Committee Member shall be a voting member and shall have one vote. A Steering Committee Member may not split his or her vote on an issue. No voting by proxies or mail-in ballot is allowed.

**f. Term.** The terms of the Seattle Mayor and the County Executive shall be co-terminus with their respective offices. The County Council and Seattle City Council shall determine which of its respective members shall serve on the Steering Committee and such members shall serve until replaced or until no longer a member of their respective Council. The Steering Committee Member(s) that are city elected officials from outside Seattle are appointed by the participating jurisdiction or the SCA, as applicable, and shall serve until replaced or until no longer eligible for appointment. The Steering Committee Members representing stakeholders who have experienced homelessness shall serve until replaced by their appointing authority.

**Section 2. Governing Board of Directors.** The management of all Authority affairs shall reside in a Board of Directors (also referred to as the “Governing Board”). The Governing Board of the Authority shall be composed of eleven Members and, commencing five years after establishment of the Authority, shall be a self-perpetuating board. Until such time, Governing Board Members shall be appointed as set forth in Section 2(c) below.

**a. Board Member Characteristics.** Governing Board Members shall be appointed so that the Governing Board as a whole satisfies the representational standards set forth in this subsection 2.a. When making appointments from time to time after the formation of the initial Governing Board, the then-current Governing Board Members shall assess the composition of the then-current Governing Board with regard to representative experience and backgrounds and the overall needs of the Authority.

The Governing Board shall be comprised of individuals who have connections to or experience with a broad range of stakeholders and communities, including but not limited to: the local business community; neighborhood and community associations; faith/religious groups; and the philanthropic community. A majority of the members of the Governing Board shall be persons whose combination of identity, personal experience, or professional expertise enables them to credibly represent the perspectives of, and be accountable to, marginalized demographic populations that are statistically disproportionately represented among people experiencing homelessness in King County. The Governing Board members shall strive to reflect a diversity of geographies in King County.

The Governing Board shall not include elected officials or employees of Seattle, the County, the Authority, or any Additional Party, nor employees, officials, agents or representatives of current contract holders or any entity that is likely to directly benefit from the actions of the Authority (except as set forth in Article VI, Section 4(b)).

**b. Board Member Expertise and Skills.** All Governing Board Members shall possess substantial and demonstrable expertise, experience and/or skill in one or more of the areas specified in this subsection 2.b. Individual members shall be appointed



so that each skill and expertise specified in this section is represented on the fully seated Governing Board.

- (i) implementation of policies and practices that promote racial-ethnic equity within an organization of similar size or responsibility to the Authority;
- (ii) fiscal oversight of entities with budgets of similar size to the Authority;
- (iii) direction or oversight of business operations and/or strategy of a large public or private entity or organization;
- (iv) affordable housing finance and/or development;
- (v) physical and/or behavioral healthcare;
- (vi) labor unions and workforce;
- (vii) Federal continuum of care program governance and operations and the ability to represent the perspectives of continuum of care membership;
- (viii) provision of services for persons experiencing homelessness or related social services with an emphasis on serving populations that are disproportionately represented amongst those experiencing homelessness;
- (ix) academic research on topics related to homelessness and/or data-based performance evaluation;
- (x) criminal justice; and
- (xi) other characteristics determined to be necessary by the Governing Board to carry out the purposes of the Authority.

**c. Appointment Process.**

(i) **Appointments for the First Five Years.** For the first five years of Authority existence, the Governing Board shall be comprised of eleven Members appointed as follows:

- (1) Two Members of the Governing Board shall be appointed by the Seattle Mayor, one to serve a four-year term and one to serve a five-year term;
- (2) Two Members of the Governing Board shall be appointed by the Seattle City Council, one to serve a three-year term and one to serve a four-year term;

(3) Two Members of the Governing Board shall be appointed by the County Executive, one to serve a three-year term and one to serve a four-year term;

(4) Two Members of the Governing Board shall be appointed by the County Council, one to serve a three-year term and one to serve a five-year term; and

(5) Three Members of the Governing Board shall be appointed by the two Members of the Steering Committee representing persons with Lived Experience of homelessness after soliciting and reviewing applications submitted or sponsored by persons with lived experience or organizations primarily composed of persons with lived experience of homelessness, one to serve a three-year term, one to serve a four-year term, and one to serve a five-year term.

Upon expiration of an initial three-year and four-year term position, the initial appointing entity or party shall appoint a subsequent member to serve in the expired position for a four-year term.

Members of the Steering Committee will bring multiple names of potential nominees and will confer about potential appointments to achieve the best cross-section of applicable skill sets and experiences of individuals as described above to ensure excellent governance of the Authority.

Appointments for Governing Board Members shall be transmitted to the Steering Committee for confirmation. In all cases, if an appointed Governing Board Member is not confirmed by the Steering Committee, an additional Board Member shall be appointed in the same manner by the same entity or party making the initial appointment.

(ii) **Subsequent Appointments.** Beginning with the fifth year after the creation of the Authority, the Governing Board shall commence transitioning to become a self-perpetuating board and shall be comprised of eleven Members appointed (upon expiration of the terms of existing Members) to four year terms as follows:

(1) Eight Members of the Governing Board shall be appointed by the then-current Governing Board; and

(2) Three Members of the Governing Board shall be appointed by the then-current Governing Board based on recommendations from a continuum of care-created committee, group, or task force made up primarily of persons who have experienced homelessness.

Appointments to the Governing Board shall be transmitted to the Steering Committee for confirmation. In all cases, if an appointed Governing Board Member is not confirmed by the Steering Committee, an additional Board Member shall be appointed in the same manner as the initial appointment.

**d. Tenure of Governing Board Members.** Governing Board Members shall continue in office until a successor is appointed and confirmed as provided herein. Successors shall serve four-year terms (or such shorter period, if appointed after the expiration of a term, so as to ensure the continuation of staggered Governing Board terms). Governing Board Members may serve no more than two successive complete terms.

**e. Consecutive Absences.** Any Governing Board Member who is absent for three consecutive regular meetings without excuse may, by resolution duly adopted by a majority vote of the then Governing Board Members and such action is concurred with by a majority of the Steering Committee, be deemed to have forfeited his or her position as Governing Board Member.

**f. Removal of Governing Board Members.** If it is determined by at least a majority of the Governing Board that a Governing Board Member should be removed with or without cause while serving in his or her capacity as a Governing Board Member and such action is concurred in by a majority of the Steering Committee, the Steering Committee may by resolution remove such Governing Board Member.

Removal of Governing Board Members pursuant to this Section shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment for the removed Governing Board Member and any successor shall hold office for the unexpired term.

**g. Vacancy on Governing Board.** A vacancy or vacancies on the Governing Board shall be deemed to exist in case of the death, disability, resignation, removal, or forfeiture of membership as provided herein. Vacancies during and at the expiration of the term of a Governing Board Member shall be filled for the unexpired term as soon as possible in the same manner as the appointment for the Board Member position vacated.

**h. Duties of Governing Board.** The Governing Board shall be responsible for the management of the Authority and shall provide strategic vision, community accountability and robust oversight for the Authority.

In addition to the powers and duties granted in other provisions of this Charter, the Governing Board shall:

- (i) Meet regularly as set forth in Article XIV, Section 4 of this Charter.
- (ii) Adopt a Five-Year Plan and transmit such Five-Year Plan to the Steering Committee for confirmation without amendment.

(iii) Appoint Members to the Governing Board subject to confirmation by the Steering Committee.

(iv) Adopt an annual performance report and transmit such report to the Steering Committee annually.

(v) Adopt a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law) that is consistent with the Five-Year Plan and present such budget to the Steering Committee for confirmation without amendment.

(vi) Adopt an annual work plan which includes a summary of projects and activities to be undertaken during the budget period.

(vii) Implement the Five-Year Plan through setting policies and funding criteria, hiring staff to support the implementation of the Sub-Regional Planning component of the Five-Year Plan, contracting for services, making funding awards and doing all things necessary to oversee and carry out the implementation of programs and plans.

(viii) Cause the Authority to carry out the duties in the Interlocal Agreement.

**i. Actions Requiring Approval by Resolution.** A general or particular authorization and concurrence of the Governing Board by resolution shall be necessary for any of the following transactions:

(i) Transfer or conveyance of an interest in real estate, other than release of a lien or satisfaction of a mortgage after payment has been received, or the execution of a lease for a current term less than one (1) year;

(ii) To the extent permitted by State law, donation of money, property or other assets belonging to the Authority;

(iii) An action by Authority as a surety or guarantor;

(iv) All capital expenditures in excess of \$50,000, and all other transactions in which:

(1) The consideration exchanged or received by the Authority exceeds \$50,000,

(2) The performance by the Authority shall extend over a period of one (1) year from the date of execution of an agreement therefor, or

(3) The Authority assumes duties to the County, Seattle, State, United States or any other governmental entity;

(v) Adoption of the operating budget;

(vi) Proposed amendments to this Charter or the Bylaws;

(vii) Such other transactions, duties, and responsibilities as this Charter shall repose in the Governing Board or require Governing Board participation by resolution;

(viii) Annual endorsement of a set of principles and priorities; and

(ix) Adoption of a Five-Year Plan.

**j. Quorum of Governing Board.** At all meetings of the Governing Board, a quorum of the Governing Board must be in attendance in order to do business on any issue. A quorum shall be defined as a majority of the Board Members in number, excluding any Board Member who has given notice of withdrawal or has been terminated as a member by vote of the Governing Board.

**k. Voting Requirements.** Each individual Governing Board Member shall be a voting member and shall have one vote. Any resolution shall require an affirmative vote of a majority of the Governing Board Members voting on the issue; provided, that such majority equals not less than one-third (1/3) of the Governing Board's total voting membership.

A Board Member may not split his or her vote on an issue. No voting by proxies or mail-in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws or policies of the Authority is not considered a vote by proxy.

Proposed amendments to this Charter and the adoption and amendment of Bylaws shall require an affirmative vote of two-thirds (2/3) of the then-current members of the Governing Board.

**l. Equity Decision Making.** The Authority shall advance equity and social justice in its processes, policies, and outcomes by proactively seeking to eliminate racial-ethnic disproportionalities in the population experiencing homelessness and to eliminate disparities in outcomes for people experiencing homelessness by addressing structural racism, ableism, homophobia, transphobia, misogyny and other sources of inequities. The Authority shall establish and operate under an equity-based decision-making framework to inform its policy, business process, and funding decisions. This equity-based decision-making framework shall provide for inclusion of Customers of the service system in decisions that will affect them; specify a framework for examining policy, business process, and funding decisions with an explicit equity and racial justice analysis; and shall establish processes to measure, evaluate, and respond to the impact of its decision-making

on its goals of advancing equity. This framework shall be informed by people with Lived Experience and be approved by the Governing Board of the Authority.

### **Section 3. Right to Indemnification.**

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Steering Committee Member, Governing Board Member or employee of the Authority, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by the Authority to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be in such position and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in this section, with respect to proceedings seeking to enforce rights to indemnification, the Authority shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Governing Board; provided, further, the right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Authority the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceedings shall be made only upon delivery to the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Section or otherwise.

Provided, further, that the foregoing indemnity may not apply, at the discretion of the Authority, to any person from or on account of:

- a.** Acts or omissions of such person finally adjudged to be reckless misconduct, intentional misconduct or a knowing violation of law; or
- b.** Any transaction with respect to which it was finally adjudged that such person personally received a benefit in money, property, or services to which such person was not legally entitled.

If a claim under this Section is not paid in full by the Authority within sixty (60) days after a written claim has been received by the Authority, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Authority to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Section upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been

tendered to the Authority), and thereafter the Authority shall have the burden of proof to overcome the presumption that the claimant is so entitled. Neither the failure of the Authority (including the Governing Board or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper nor a determination by the Authority (including its Governing Board Members, Steering Committee Members or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

The right of indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Charter, Bylaws, any agreement, or otherwise.

The Authority shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to projects and activities of the Authority and its Governing Board Members, Steering Committee Members, staff and employees.

#### **Section 4. Conduct; Code of Ethics.**

Steering Committee Members, Governing Board Members and employees of the Authority shall conduct themselves in accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the “Code of Ethics for Municipal Officers”), chapter 42.30 RCW (the “Open Public Meetings Act”), and the provisions of the Enabling Ordinance, the Interlocal Agreement, this Charter, and policies of the Authority.

All letters, memoranda and electronic communications or information (including email) that relate to conduct of the Authority or the performance of any Authority function may be public records subject to disclosure under chapter 42.56 RCW (the “Washington Public Records Act”). In the event that the Authority or any Steering Committee or Governing Board Member receives a request for such records, the Steering Committee or Governing Board Member or other request recipient shall immediately provide the request to the public records officer of the Authority, and assist the public records officer in responding to the request.

Steering Committee and Governing Board Members shall respect the confidentiality requirements regarding personnel, real estate transactions, proprietary matters, and attorney-client privileged communications, including those requirements listed herein and any other confidential information that is gained through the Member’s position. The Authority, rather than any individual Member, is the holder of these privileges and protections and only the Authority may elect to waive any such privileges or protections.

Any Steering Committee Member, Governing Board Member or employee who has an actual or potential interest, or whose immediate family member (spouse, partner, child, sibling, or parent) has an interest, in any matter before the Governing Board that would tend to prejudice his or her actions shall so publicly indicate according to the policies and procedures of the Authority. In

such case any such Member shall recuse and refrain from voting upon and any manner of participation with respect to the matter in question so as to avoid any actual or potential conflict of interest. This requirement shall be in addition to all requirements under the Code of Ethics for Municipal Officers.

Steering Committee and Governing Board Members and employees of the Authority shall each submit an annual disclosure statement that requires the disclosure of any ownership or property or employment/affiliation with any party contracting with the Authority or providing services with the Authority. Any Steering Committee and Governing Board Member with such ownership interest, employment or affiliation shall recuse him or herself from participating in discussions, deliberations, preliminary negotiations, and votes if such property or employment/affiliation is directly benefiting from such action.

Notwithstanding anything herein or in the Enabling Ordinance or Interlocal Agreement to the contrary, the prohibition on conflicts of interest shall not apply to or otherwise prohibit a Steering Committee or Governing Board Member from serving on the respective Board or voting on matters if such Member receives generally the same interest or benefits as are being made available or provided to a group or class of low-income, homeless or formerly homeless persons intended to be the beneficiaries of the services provided by or through the Authority. To ensure a diversity of representation on the Governing Board, nothing herein shall prevent a Governing Board member for whom Governing Board service may be a financial hardship from receiving a stipend for Governing Board service consistent with the stipend policies of similarly situated public and nonprofit boards.

## **ARTICLE VIII**

### **OFFICERS OF AUTHORITY; STAFFING**

#### **Section 1. Tenure of Officers.**

The Governing Board Members shall elect from among themselves the following Authority officers: Chairperson and Vice Chairperson. The Governing Board Members may also elect a Treasurer and Secretary which may be Governing Board Members or employees or contracted staff of the Authority. In all cases the Chairperson and the Treasurer may not be the same person, and the Chairperson and the Vice Chairperson may not be the same person. The term of any officer shall expire at such time as such officer's membership on the Governing Board ceases or terminates, or at such sooner time as the term of office expires and the office has been filled by appointment or reappointment. The Authority may, under Article X of this Charter, adopt Bylaws providing for additional officers, and, to the extent not inconsistent with this Charter, may adopt Bylaws governing the offices and tenure of officers; the number of positions, powers and duties, and term of each office; the manner of appointment, selection, or election of office holders and the appointing, selecting, or electing authority; performance of duties of the office upon illness, death, incapacity, or absence of the officer; the filling of vacancies; and any qualification for the office and conditions upon exercising its powers. Nothing prevents the Governing Board from appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into co-chairs.



**Section 2. Duties of Officers.**

Subject to the control of the Governing Board, the Chairperson shall have general supervision, direction and control of the business and affairs of the Authority. On matters decided by the Authority, the signature of the Chairperson alone is sufficient to bind the corporation. The Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the event the Chairperson is unable to perform the duties of the office due to absence, illness, death, or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by the Governing Board. To the extent not provided herein, the officers of the Authority shall have the duties as set forth in the Bylaws.

**Section 3. Incapacity of Officers.**

If the Treasurer or the Chairperson is incapacitated, another officer as provided for in the Bylaws shall be authorized to perform such duties without further authorization. The Treasurer is not authorized to perform the duties of the Chairperson, nor is the Chairperson authorized to perform the duties of the Treasurer.

**Section 4. Advisory Committee; Committees.**

The Governing Board shall empower a Continuum of Care Board created pursuant to 24 CFR Part 578 or its successor regulation to act as an Advisory Committee or establish an Advisory Committee to serve in an advisory capacity to the Governing Board and to provide a broad array of perspectives, which members of the Advisory Committee shall be appointed by the Governing Board. The Advisory Committee shall be comprised of individuals with experience related to preventing and ending homelessness, including but not limited to: persons currently experiencing homelessness, populations disproportionately impacted by homelessness, homelessness services providers, business, healthcare, labor and/or workforce, homeless housing and services, behavioral health services, criminal justice system, child welfare and data evaluation.

The Governing Board may create additional committees and appoint individuals to such committees as set forth in the Bylaws or policies approved by the Governing Board.

**Section 5. Executive Director.**

The Governing Board may appoint, designate, employ, and remove an Executive Director of the Authority. The Executive Director shall be responsible for hiring other personnel as determined to be needed to carry out the Authority duties. The Executive Director shall be responsible to the Governing Board for the administration of the affairs of the Authority as may be authorized from time to time by resolution of the Governing Board. The Executive Director may be authorized or delegated by the Authority to: (i) supervise and be responsible for the effective management of the administrative affairs of the Authority; (ii) sign documents and contracts on behalf of the Authority; and (iii) perform such other duties as delegated or assigned by the Governing Board.

**Section 6. Office of the Ombuds.**

The Governing Board shall create an office of the Ombuds (“Office of the Ombuds”) to promote Customer, employee and public confidence in the Authority’s ability to effectively, efficiently and equitably serve people experiencing homelessness. The Office of the Ombuds shall gather Customer feedback to improve the Authority’s operations and outcomes; ensure ease of contact for Customers and provide appropriate resources to resolve their concerns; implement strategies to collect, investigate, and respond to complaints and concerns about the delivery of services, policies, program administration, or other activities overseen or funded by the Authority; receive complaints from employees and contractors; develop methods to respond to complaints or concerns in an equitable, impartial, and efficient manner; and be authorized to investigate complaints and issue findings, collect and analyze aggregate complaints data, and partner with Authority leadership, the Governing Board, employees and Customers to design and recommend improvements in services, funding or oversight. The Office of the Ombuds shall report to the Governing Board on trends in Customer and employee feedback and activities undertaken in response to that feedback no less than twice per year.

**ARTICLE IX**

**COMMENCEMENT OF AUTHORITY**

The Authority shall come into existence and be authorized to take action at such time as this Charter is approved by the County Council, the initial Governing Board is appointed and confirmed as provided herein, and the first organizational meeting of the initial Governing Board is held.

**ARTICLE X**

**BYLAWS**

The Authority may adopt Bylaws from time to time to provide rules for governing the Authority and its activities that are not inconsistent with this Charter.

**ARTICLE XI**

**MEETINGS OF THE AUTHORITY**

**Section 1. Time and Place of Meetings.**

**a. Meetings of the Steering Committee.** Regular meetings of the Steering Committee shall be held at least two times per year at a regular time and place to be determined by the Steering Committee by resolution. No later than the last regular meeting of the calendar year, the Steering Committee shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is

provided below. At any regular meeting of the Steering Committee, any business may be transacted and the Steering Committee may exercise all of its powers. Special meetings of the Steering Committee may be held from time to time as authorized by law.

**b. Meetings of the Governing Board.** Regular meetings of the Governing Board shall be held at least six times per year at a regular time and place to be determined by the Governing Board by resolution. No later than the last regular meeting of the calendar year, the Governing Board shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 below. At any regular meeting of the Governing Board, any business may be transacted and the Governing Board may exercise all of its powers. Special meetings of the Governing Board may be held from time to time as authorized by law.

### **Section 2. Notice of Regular Meetings.**

No notice of regular meetings shall be required, except for the first regular meeting after any change in the time or place of such meeting adopted by resolution of the Governing Board or the Steering Committee, as applicable, as provided above. If the regular meeting schedule is to be changed by resolution, a copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 below.

### **Section 3. Notice of Special Meetings.**

Notice of all special meetings of the Steering Committee and/or the Governing Board shall be given by the Chairperson of the respective Board or by the person or persons calling the special meeting in accordance with RCW 42.30.080 by delivering personally, by electronic mail or by mail written notice at least 24 hours prior to the time of the meeting to each applicable Member, to each local newspaper of general circulation and to each radio or television station that has requested notice and to any other individual specifically requesting it in writing. The call and notice of all special meetings shall specify the time and place of all special meetings and the business to be transacted.

### **Section 4. Waiver of Notice.**

Notice as provided herein may be dispensed with as to any Steering Committee Member or Governing Board Member, as applicable, who at or prior to the time the meeting convenes files with the Authority a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

**Section 5. Notice of Meetings.**

Notice of all meetings of the Governing Board and the Steering Committee shall be provided as required under chapter 42.30 RCW. Agendas of all meetings shall be posted or provided to the extent required by RCW 42.30.077. Notice of all meetings and proposed agendas of all meetings of the Governing Board and the Steering Committee shall also be given to the Seattle City Clerk of Seattle and any Additional Party and to the County Clerk of the County. In addition, the Authority shall provide reasonable notice of meetings to any individual specifically requesting it in writing.

**Section 6. Open Public Meetings.**

All Governing Board and the Steering Committee meetings, including committee meetings, shall be open to the public if and to the extent required by chapter 42.30 RCW. The Governing Board and the Steering Committee and committees may hold executive sessions to consider matters enumerated in chapter 42.30 RCW or matters as authorized by law.

**Section 7. Telephonic Participation**

Governing Board and the Steering Committee Members may participate in a regular or special meeting of the applicable Board through the use of any means of communication by which all attending Members and members of the public participating in such meeting can hear each other during the meeting. Any Member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

**Section 8. Parliamentary Authority.**

The rules in the current edition of Robert's Rules of Order Newly Revised, 11th Edition, shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with this Charter or with the special rules of order of the Authority set forth in the Bylaws.

**Section 9. Minutes.**

Copies of the minutes of all regular or special meetings of the Governing Board and the Steering Committee shall be available to any person or organization that requests them. The minutes of all Governing Board and the Steering Committee meetings shall include a record of individual votes on all matters requiring Governing Board and the Steering Committee approval.

**ARTICLE XII**  
**CONSTITUENCY**

There shall be no constituency of the Authority.

**ARTICLE XIII**  
**AMENDMENTS TO CHARTER**

This Charter may be amended by the County Council to comply with changes in State law with prior notice to the Seattle City Council and any other executive and legislative branch of Additional Parties to the Interlocal Agreement or to make this Charter consistent with the provisions of the Enabling Ordinance as it may be amended from time to time. Such amendments shall be provided to the Governing Board at least thirty (30) days prior to the effective date of the proposed amendment. Amendments to make this Charter consistent with the provisions of the Enabling Ordinance will not require approval by the Governing Board, County Council, Seattle City Council or any other executive and legislative branch of Additional Parties to the Interlocal Agreement. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underlining under new material and shall be accompanied by a statement of its purpose and effect.

This Charter may also be amended by resolution of the Governing Board and upon the affirming vote of the County Council and Seattle City Council, with the concurrence of any Additional Parties no later than 60 days after the later of the Seattle City Council or County Council affirming vote; provided, that if an Additional Party has not acted within 60 days of such date, such Additional Party shall be deemed to have concurred.

Resolutions of the Governing Board approving proposed amendments to this Charter require an affirmative vote of Board Members as provided in Article VII, Section 2(k) of this Charter.

All amendments shall be issued in duplicate originals, each signed by the County Executive, at which time such amendment of this Charter shall be effective. One original shall be filed by the County Clerk as a public record. A duplicate original shall be delivered to the Authority.

**ARTICLE XIV**  
**MISCELLANEOUS**

**Section 1. Geographic Limitation.**

The Authority may conduct activities outside of the County, subject, however, to the applicable limitations set forth in RCW 35.21.740. Pursuant to the Interlocal Agreement, the County, Seattle and each Additional Party expressly authorized the Authority to conduct activities in each of their respective jurisdictional boundaries.

**Section 2. Safeguarding of Funds.**

The Authority funds shall be deposited in a qualified public depository as required by law. The Governing Board may by resolution designate the County as the fiscal agent and/or interim Treasurer of the Authority with the authority to hold and invest funds on the Authority's behalf and make payments for approved expenditures.

**Section 3. Public Records.**

The Authority shall maintain all of its records in a manner consistent with the Preservation and Destruction of Public Records Act, chapter 40.14 RCW. The public shall have access to records and information of the Authority to the extent as may be required by applicable laws. All costs associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by the Authority.

**Section 4. Reports and Information; Audits.**

Within nine months after the end of the Authority's fiscal year, the Authority shall file an annual report with the Finance Directors of the County, Seattle, and any Additional Party containing an audited statement of assets and liabilities, income and expenditures and changes in the Authority's financial position during the previous year (or unaudited information if an audit is not yet available, to be promptly followed by audited information); a summary of significant accomplishments; a list of depositories used; a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law); a summary of projects and activities to be undertaken during the budget period; and a list of members and officers of the Governing Board.

The Authority shall be subject to annual audit by the State Auditor, and by Seattle and the County at the option of each. The Authority shall, at any time during normal business hours make available to the County Executive, the County Council, the Seattle Mayor, the Seattle City Council, the mayor and council of any Additional Party, and the State Auditor for examination all of the Authority's financial records.

**Section 5. Dissolution.**

Dissolution proceedings may be initiated by the County Council on its own motion, by request of the Seattle City Council or the council of an Additional Party or, if the Governing Board makes an affirmative finding that dissolution is necessary or appropriate, the Governing Board may adopt a resolution requesting the County to dissolve the Authority.

In all cases, dissolution of the Authority requires an affirmative finding of the County Council and Seattle City Council that dissolution is warranted, with the concurrence of any Additional Parties. The County Council and the Seattle City Council shall make such affirmative finding in a resolution at or after the County Council and the Seattle City Council each holds a public hearing, held with notice to the Authority and affording the Authority a reasonable opportunity

to be heard and present evidence. Notice of such public hearing shall be given to the Authority at least thirty (30) days prior to the hearing.

Notwithstanding foregoing or anything to the contrary in this Charter, written notice of any intended dissolution of the Authority, the reasons thereof, and the succession plan shall be provided to the Executive Director of the Authority and the Governing Board at least six months prior to the effective date of any such dissolution. Dissolution shall not take effect until proper provision has been made for disposition of all the Authority assets and liabilities.

Upon adoption of above-referenced resolutions for dissolution of the Authority, the Governing Board of the Authority shall, by resolution, approve a dissolution statement setting forth:

- (i) The name and principal office of the Authority;
- (ii) A list of the debts, obligations and liabilities of the Authority, and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of contracts; and the estimated time for completion of its dissolution;
- (iii) A list of any pending litigation or contingent liabilities;
- (iv) A request for the rights, property and assets of the Authority to be transferred to its successor agency, or if there is no successor agency, to the County, Seattle and any Additional Party contributing funds, rights, property and/or assets to the Authority, in the manner and as determined by agreement of such parties; and
- (v) A list of persons to be notified upon completion of the dissolution.

The dissolution statement shall be filed with the County Executive, the Seattle Mayor and the mayor of any Additional Party. The County Executive, the Seattle Mayor and the mayor of any Additional Party shall appoint a person or party to review the dissolution statement and oversee the dissolution to protect the public interest and prevent impairment of obligation, or if so authorized by law, authorize or initiate proceedings in the Superior Court for the appointment and supervision of a receiver for such purposes.

Upon satisfactory completion of dissolution proceedings, the County shall indicate such dissolution by inscription of "charter cancelled" on this Charter, and file such cancelled Charter with the County Council with a duplicate original to the Authority. At such point the existence of the Authority shall cease. The County shall give notice of such dissolution pursuant to Washington State law and to other persons requested by the Authority in its dissolution statement.

The County, trustee or court may provide for the transfer of any of the Authority rights, assets or property to a qualified entity or entities to fulfill the purposes for which the Authority was chartered.

**Section 6. Nondiscrimination.**

The Authority, its employees, agents and subcontractors, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to Seattle by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

Specifically, except as allowed by law, the following matters or activities shall not be directly or indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color, national origin, religion, pregnancy, gender, gender identify or expression, genetic information, domestic violence victimization, veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained service animal by a person with a disability:

1. Membership on the Governing Board
2. Employment, including solicitation or advertisements for employees.
3. Provisions of services to and contracts with the public.

**Section 7. Labor Disputes.**

Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority to achieve desired outcomes, Seattle and the County have agreed and acknowledged in the Interlocal Agreement that they have an interest in ensuring that the Authority's operations and progress are not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle and the County have agreed, which is hereby confirmed in this Charter, that the Authority and entities that contract with the Authority are required to adhere to labor laws, commit to promoting labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in their operations.

**Section 8. Nonexclusive Charter.**

This Charter is nonexclusive and does not preclude the granting by Seattle or County of other charters to establish additional public corporations pursuant to Seattle or County ordinance or resolution.



This Charter is APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
County Executive, King County

ATTEST:

\_\_\_\_\_  
[County Prosecuting Attorney]

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
Mayor, City of Seattle

ATTEST:

\_\_\_\_\_  
City Clerk

**INTERLOCAL AGREEMENT  
FOR THE JOINT ESTABLISHMENT OF THE  
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY**

THIS INTERLOCAL AGREEMENT FOR THE JOINT ESTABLISHMENT OF THE KING COUNTY REGIONAL HOMELESSNESS AUTHORITY (this “Agreement”) dated this \_\_\_\_ day of \_\_\_\_\_, 2019, incorporating all exhibits hereto, is entered into by and between the parties that execute this Agreement from time to time.

**RECITALS:**

WHEREAS, the federal and state government, King County (the “County”) and jurisdictions across the County, including the City of Seattle (“Seattle”), currently fund programs to provide services to individuals and families experiencing homelessness, but homelessness and housing insecurity remain a chronic and serious problem; and

WHEREAS, the County and Seattle have entered into a Memorandum of Understanding dated May 3, 2018, proposing a partnership to more effectively and consistently coordinate their provision of such services; and

WHEREAS, cities and counties are authorized to enter into interlocal cooperation agreements in accordance with chapter 39.34 RCW (the “Interlocal Cooperation Act”) to jointly provide services; and

WHEREAS, cities and counties are authorized to charter public corporations in accordance with RCW 35.21.730 through 35.21.755 for any public purpose, including to administer such joint efforts; and

WHEREAS, Seattle and the County have determined that a public corporation chartered to coordinate services within an equitable operational framework centering on people with lived experience will enable and facilitate joint planning, program funding, and the establishment of standards for and accountability of programs thereby improving the delivery of services and enhancing outcomes for those receiving such services; and

WHEREAS, Seattle and the County have committed to assessing the needs and specific recommendations for homelessness solutions through a Regional Action Plan; and

WHEREAS, the parties hereto now desire to enter into this Agreement for the purpose of facilitating the formation, administration, and operation of a public development authority (as further defined herein, the “Authority”) to be chartered by the County;

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

**Section 1. Definitions.** In addition to the terms defined in the Recitals above, which are incorporated herein, the following terms shall have the meanings set forth below:

“Additional Party” means any municipal corporation, governmental agency or public entity located within King County, other than Seattle and the County, that has executed this Agreement or an amendment to this Agreement, or has otherwise accepted and assumed the terms of this Agreement from time to time.

“Advisory Committee” means the committee created by the Governing Board to serve in an advisory capacity to such Board pursuant to the Charter.

“Agreement” means this Interlocal Agreement for the Joint Establishment of the King County Regional Homelessness Authority, as it may be amended from time to time.

“Authority” means the King County Regional Homelessness Authority chartered by the County pursuant to the Enabling Ordinance and this Agreement.

“Charter” means the Charter of the Authority, as it may be amended from time to time. A form of the Charter is attached hereto as Exhibit A.

“County” means King County, a municipal corporation organized under the laws and statutes of the State.

“County Council” means the legislative authority of the County.

“County Executive” means the King County Executive.

“Customers” mean individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness.

“Effective Date” means the date that this Agreement becomes effective between the County and Seattle as the initial Parties hereto, which shall be \_\_\_\_\_, 2019.

“Five-Year Plan” means the five-year implementation plan developed by the Authority, approved by the Governing Board, and confirmed by the Steering Committee in accordance with this Agreement and the Charter. The Five-Year Plan shall incorporate requirements of the Service Agreements from funders and align with the Regional Action Plan, if any, to guide the Authority’s operations.

“Governing Board” means the Board of Directors of the Authority, as the same shall be duly and regularly constituted from time to time under the terms of the Charter.

“Homeless Services” means shelter, day centers, hygiene facilities, housing, and related services to assist Customers.

“Interlocal Cooperation Act” means chapter 39.34 RCW as the same may be amended from time to time.

“Lived Experience” means current or past experience of housing instability or homelessness, including individuals who have accessed or sought homeless services while fleeing domestic violence and other unsafe situations.

“Party” or “Party to this Agreement” means the County, Seattle, and any Additional Party.

“RCW” means the Revised Code of Washington.

“Regional Action Plan” or “RAP” means the plan created to identify regional resource needs and guide decision making goals.

“Seattle” means the City of Seattle, a municipal corporation organized under the laws and statutes of the State.

“Seattle City Council” means the legislative authority of Seattle.

“Seattle Mayor” means the Mayor of Seattle.

“Service Contract” means each of the agreements or contracts for the funding of the Authority and/or the services to be provided by the Authority to a Party.

“State” means the State of Washington.

“Steering Committee” means the oversight committee established pursuant to the Charter.

“Sub-Regional Planning” means efforts to analyze and articulate local needs, priorities and solutions to address homelessness across the different areas of the County, inclusive of Seattle and north, east, south, and rural King County.

**Section 2. Purpose of this Agreement; Creation of Authority; Principles; Steering Committee; Appointment of Governing Board; Scope of Work.**

(a) *Purpose of this Agreement.* The purpose of this Agreement is (i) to authorize the chartering of a public development authority by the County for the purpose of coordinating the provision of services to Customers within King County, and (ii) to establish the terms and conditions under which the Parties will provide funds, staff and oversight to the Authority.

(b) *Creation of the Authority; Jurisdiction; Eligibility of Additional Parties.* The County agrees to charter the Authority and approve its Charter substantially in the form attached hereto as Exhibit A, subject to the terms and conditions set forth herein. The Parties hereto approve

the form of Charter substantially in the form attached hereto and explicitly authorize the Authority to act within their respective jurisdictions.

Additional Parties, including but not limited to cities, housing authorities, and other public entities located in King County, may from time to time become a Party to this Agreement to take advantage of the efficiencies of scale created by the Authority structure. Additional Parties must be committed to align provision of in-scope homelessness response services with the Authority's Five-Year Plan and other organizational goals and policies. The legislative authority of any entity satisfying the eligibility criteria set forth in this Agreement shall take such action as is necessary under local rules and the Interlocal Cooperation Act to approve the execution of this Agreement or to otherwise agree to be bound by its terms.

(c) *Principles.* The Parties agree that the establishment of the Authority is necessary to consolidate homeless response systems under one regional authority which acts according to the following principles:

1. The Authority shall establish processes to ensure accountability to its Customers, its contract agencies, its funders, and the public.

2. The Authority shall be accountable in its decision-making processes and strategic planning to its Customers' experiences and to persons with Lived Experience.

3. The Authority shall address racial-ethnic and other statistical disproportionalities amongst the population of people experiencing homelessness, including addressing racial-ethnic inequities in the development, delivery, and evaluation of services in the homeless service system. The Authority shall proactively seek to eliminate disproportionalities in the population experiencing homelessness and outcomes for people experiencing homelessness by directly addressing structural racism, ableism, homophobia, transphobia, misogyny and other sources of inequities.

4. The Authority shall establish clear protocols for decision making that are easily understood by community members, Customers, and other stakeholders. These protocols shall have a clear process for Customer and provider input.

5. The Authority shall make data-driven decisions and develop policies and practices to incorporate best practices and quantitative and qualitative data in the development of policies, programs, and funding decisions. It shall collect and analyze a broad array of data reflecting the performance and impact of its funded programs. The Authority shall collect and analyze data that enables tailored approaches for communities disproportionately impacted by the experience homelessness and different sub-regions within King County. The Authority shall establish community-informed indicators, performance measures, and outcomes that draw on both quantitative and qualitative data.

6. The Authority shall seek, where possible and as revenue and budgeting allows, to implement and support contracting processes and provider staff pay structures that

promote high quality services, service system professionalization, and reduction of undue provider staff turnover.

7. The Authority shall create long-term institutional alignment across systems to meet the needs of people at imminent risk of becoming homeless and those experiencing homelessness. The Authority shall adopt an evidence-based, housing first orientation and shall inform and support regional efforts to increase development of new 0 – 30% AMI housing and preserve existing affordable housing, with a priority for permanent supportive housing.

8. The Authority shall value distinctions in local context, needs and priorities through effective Sub-Regional Planning. The Authority shall provide capacity to work with stakeholders from geographically diverse parts of the region to analyze, identify, and implement priority services distinct to those sub-regions. Sub-regions shall be defined by the Authority, taking into consideration established sub-regional definitions including the spheres of influence for A Regional Coalition for Housing (ARCH) and the South King Housing and Homeless Partners (SKHHP) as well as any established County guidance.

(d) *Steering Committee.* The Parties agree that a Steering Committee shall be formed to carry out the enumerated duties set forth in Article VII, Section 1 of the Charter. The Steering Committee shall be composed of those individuals representing people with Lived Experience and elected officials as described in the Charter. Duties of the Steering Committee are set forth in the Charter and include confirming Governing Board Members and receiving and confirming the Authority annual budget, the Five-Year Plan, and performance reports from the Governing Board.

(e) *Appointment of Governing Board.* The Parties agree that the initial Governing Board shall be appointed and confirmed as described in Article VII, Section 2 of the Charter. Members of the initial Governing Board shall be appointed by the Seattle Mayor, the Seattle City Council, the County Executive, the County Council, and the two Members of the Steering Committee representing persons with Lived Experience, confirmed by the Steering Committee, and shall serve for the terms set forth in the Charter.

Commencing five years after the formation of the Authority, the Governing Board shall become self-perpetuating and Governing Board Members shall be nominated as provided in the Charter and confirmed by the Steering Committee.

(f) *Composition of Governing Board.* The Governing Board shall provide strategic vision, community accountability and robust oversight for the Authority, and shall use skill-based criteria and representational standards for appointments. The Governing Board shall be comprised of eleven Members possessing the characteristics, expertise and skills described in the Charter.

(g) *Composition of Advisory Committee.* The Governing Board shall recognize or establish an Advisory Committee to serve in an advisory capacity to the Governing Board and to provide a broad array of perspectives as set forth in the Charter.

(h) *Scope of Work.* In addition to complying with the terms of Service Contracts that provide funding to the Authority, the Authority will, among other things:

1. Develop for Governing Board approval, within six months of formation, an initial work plan that describes an organizational structure, a plan for initial implementation of contracted Homeless Services on behalf of the County and Seattle under the terms of their respective Service Contracts, and a description of major goals and activities that the Authority will undertake until approval of its first Five-Year Plan.

2. Within the first 18 months of operations, the Authority shall work with current and former Customers and other stakeholders to develop a Five-Year Plan. The Authority's Five-Year Plan shall be informed by the Regional Action Plan, adopted by the Governing Board, confirmed by the Steering Committee and periodically updated. The Five-Year Plan shall:

- i. include a theory of change;
- ii. include specific, measurable actions, informed by the Regional Action Plan, that the Authority will take; and
- iii. include Sub-Regional Planning.

3. Develop processes for procurement of services addressing homelessness.

4. Develop form contracts with service providers with consistent terms, conditions and performance evaluation criteria.

5. Develop consistent standards for the comprehensive data collection, monitoring, and evaluation of systems and program performance.

6. Support continuous improvement of key system interventions (such as emergency services and homeless housing) and evaluate community impact, including community engagement, Customer engagement, and continuum of care compliance, and support an Office of the Ombuds.

**Section 3. Provision of Funds; Audits.**

(a) The Authority shall annually submit a proposed budget request to each of the Parties, consistent with the budget adopted by the Governing Board and confirmed by the Steering Committee, in accordance with the Charter. Budget requests shall be made by the Authority to the Parties at the time and in the form as determined to be necessary to comply with the fiscal and budget cycles of the individual Parties and that is consistent with the resources provided by the Parties. Each Party shall review the proposed budget request and strive to allocate funds to the Authority consistent with the budget request and overall Five-Year Plan; provided, that the County's review and allocation shall be based on its biennial budget.

The County shall serve as treasurer to the Authority.

(b) It is Seattle's intent to provide the same funding to the Authority that it budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the Authority and related administrative expenses. In 2019 that amount is approximately \$73,000,000. In accordance with the foregoing, Seattle anticipates providing the following to the Authority, in all cases subject to annual budget appropriations:

1. Initial, start-up funding of no more than \$2,000,000 for calendar year 2020 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the Authority's expected first year of operation; and

2. Program and administrative funding of no less than \$73,000,000 for 2020 (or a pro rata portion commensurate with the needs of the Authority if the Authority commences administration of Homeless Services contracts later than January 1, 2020) and for each of the following three years, and thereafter, funding as necessary for the Authority to acquire through contract Homeless Services and to fund the administrative costs of the Authority; provided, that such administrative funding shall be inclusive of wages and benefits.

(c) It is the County's intent to provide the same funding to the Authority that it budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the Authority and related administrative expenses. In 2019 that amount is approximately \$55,000,000. In accordance with the foregoing, the County anticipates providing the following to the Authority, in all cases subject to budget appropriations:

1. Initial, start-up funding of no more than \$1,300,000 for calendar year 2020 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the Authority's expected first year of operation; and

2. Program and administrative funding of no less than \$55,000,000 for 2020 (or a pro rata portion commensurate with the needs of the Authority if the Authority commences administration of Homeless Services contracts later than January 1, 2020) and for each of the following three years, and thereafter, funding as necessary for the Authority to acquire through contract Homeless Services and to fund the administrative costs of the Authority; provided, that such administrative funding shall be inclusive of wages and benefits and the cost of the space contributed by the County described in subparagraph (d) below.

(d) The County agrees to make facilities available to the Authority for Authority operations. The County's funding to the Authority in subparagraph (c) above shall include the value of County space contributed by the County to the Authority. Seattle's funding in subparagraph (b) above shall be reduced to the extent Seattle directly pays for programs and administration during a transition period. The County's funding in subparagraph (c) above shall be reduced to the extent the County directly pays for programs and administration during a transition period.

(e) All Additional Parties shall either provide funds to the Authority or align the provision of related services consistent with annual budget requests, the Five-Year Plan, and goals and policies as adopted by the Governing Board and ratified by the Steering Committee, in



accordance with the Charter. The Authority shall fund services across the County regardless of whether a local jurisdiction is a Party to this Agreement.

(f) The Parties that provide resources to the Authority will enter into separate Service Contracts with the Authority setting forth their respective processes to provide resources to the Authority pursuant to the terms and conditions set forth herein and in the Service Contracts. Resources are defined as those funds, personnel time, and facility space provided to support the operation of the Authority or the operation of services.

(g) The Parties will use best efforts to coordinate the development of their respective Service Contracts to ensure consistency and that the Authority will be provided adequate resources and personnel to optimize the provision of services with appropriate accountability.

(h) If the Authority applies for and receives monies which had, in prior years, been awarded to one of the Parties, then (1) in future years, the amount of such monies shall be included as part of the contribution by the prior grant recipient, and (2) the Authority shall give first priority to providing services to those persons who were previously served by the grant funds.

(i) In the event of reductions or eliminations of funding available for homelessness program or services assigned to the Authority through the Service Contract, a Party may proportionately reduce its funding obligation to the Authority under this Agreement.

(j) The Authority shall comply with all federal, State, Seattle, Additional Party, and County statutory and legal requirements, as applicable, in respect to all grant funds contributed by each Party.

(k) The Authority shall be subject to annual audit by the State Auditor, and by Seattle and County at the option of each.

**Section 4. Information Required for Oversight of the Authority.** Each of the Service Contracts shall include provisions obligating the Authority to provide the following minimum information to each Party:

(a) An annual operating budget displaying the various sources and uses of Authority revenues, with expenditures aggregated and disaggregated based on source;

(b) Quarterly reporting on expenditures against budget, as well as full transparency into on-going spending provided by access to the Authority's financial systems;

(c) Standards and procedures for the awarding of contracts to service providers, including means to measure outcomes;

(d) Annual reports showing comparative outcomes by service providers and evaluations of contract performance;

(e) A Five-Year Plan for the funding of Homeless Services, updated as set forth in the Scope of Work; and

(f) An annual performance update on the Five-Year Plan.

**Section 5. Initial Duration; Withdrawal and Termination; Termination of the Authority.**

(a) *Initial Term.* The initial duration of this Agreement shall be year to year with an automatic renewal for an indefinite period from its Effective Date.

(b) *Withdrawal from Agreement; Termination by the Parties.* Any Party to this Agreement may withdraw its participation in this Agreement (and corresponding representation on the Governing Board) by providing written notice to the other Party or Parties hereto. No Party is permitted to withdraw until this Agreement has been in force at least five (5) years from the initial Effective Date. Once this Agreement has been in force for five (5) years from the initial Effective Date, any Party may withdraw by providing at least one-year notice of its intent to withdraw.

(c) *Termination of the Authority.* The County Council may terminate the Authority with an affirmative finding of the Seattle City Council that dissolution is warranted, with the concurrence of any Additional Parties, as further provided in the Charter. Furthermore, upon expiration of this Agreement or termination of this Agreement by the Parties hereto, the County Council may, in its discretion, terminate the Charter of the Authority.

**Section 6. Service Contracts for the Provision of Homeless Services.** Nothing herein or in the Charter shall prohibit the Authority from entering into contracts with other cities, municipalities or public agencies within King County for the provision of Homeless Services without the necessity of such city, municipality or public agency becoming a party to or assuming the provisions of this Agreement, so long as (i) such contracts are subject to the availability of grant or other funding, (ii) such contracts are available for review by the Parties, (iii) any contract with such party provides for that entity to assume a proportional share of Authority operating expenses and service funding, and (iv) such contracts do not impair the obligations of the Authority to any Party or any other contractors.

**Section 7. Amendments to Agreement.** This Agreement may be amended by the mutual consent of the Parties hereto upon approval of the legislative authorities (city council, board, or County Council) of each Party.

Notwithstanding the foregoing, this Agreement may be amended upon approval of the County Executive and Seattle Mayor to add an Additional Party to this Agreement so long as the amendment or assumption document does not materially impact the rights of the then-current Parties to this Agreement. The Parties to this Agreement hereby authorize subsequent modifications to this Agreement by the County Executive and the Seattle Mayor for such purpose.

Except as provided in the preceding paragraph, no additions to or alterations of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of all Parties.

**Section 8. Miscellaneous Provisions.**

(a) *Waiver.* No officer, employee, or agent of the Parties hereto has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by any Party shall be held to be a waiver of any other or subsequent breach. Failure of a Party to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of a Party to hereafter enforce each and every such provision.

(b) *Integration.* This Agreement contains all of the terms and conditions agreed upon by the Parties hereto concerning the establishment of the Authority. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of the Parties hereto to execute this Agreement.

(c) *Severability.* In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.

(d) *Hold Harmless; No Liability.* To the maximum extent permitted by law, each Party hereto shall indemnify and hold harmless the other Parties and its or their agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of damages arising out of the negligent acts or omissions of such indemnifying Party, its officers, employees or agents and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other Parties arising out of, in connection with, or incident to this Agreement and the indemnifying Party's negligent performance or failure to perform any aspect of this Agreement. In the event of any such liability arises from the concurrent negligence of the indemnifying party and another Party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

(e) *Filing of Agreement.* This Agreement shall become effective as of the Effective Date after it is duly adopted by the legislative authority of Seattle and County, executed by the Parties hereto and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source.

(f) *No Separate Legal Entity.* The Parties hereto acknowledge and agree that the purpose of this Agreement is to facilitate the chartering of the Authority, an independent public corporation, by the County and the joint funding, administration, governance and operation of the Authority. No joint board or administrative entity within the meaning of RCW 39.34.030(3) is hereby created pursuant to this Agreement.

(g) *Labor Disputes.* Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority to achieve desired outcomes, Seattle and the County agree and acknowledge that they have an interest in ensuring that the Authority's operations and progress are not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle and the County agree to require the Authority and entities that contract with the Authority to adhere to labor laws, commit to promoting labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in their operations.

(h) *No Third Party Beneficiary Rights.* The provisions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).

(i) *Notice.* Any formal notice or communication to be given among the Parties to this Agreement shall be deemed properly given, if delivered either in physical or electronic means, or if mailed postage prepaid and addressed to:

King County  
Attn: Leo Flor, Director, Department of Community and Human Services  
401 Fifth Avenue, Suite 400  
Mailstop CNK-HS-0400  
Seattle, Washington 98104

City of Seattle  
Attn: Jason Johnson, Acting Director, Human Services Department  
700 Fifth Ave., Suite 5800  
Seattle, Washington 98104

(j) *Counterparts.* This Agreement may be executed in any number of counterparts, each of whom shall be an original, but those counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[signature blocks to follow]

**Sound Cities Association**  
**DRAFT Statement of Principles**  
**Related to the Proposal to Establish a Regional Homelessness Authority**

Based on the feedback provided by SCA members to date, SCA staff has prepared the following statement of principles for consideration by the PIC:

- The Sound Cities Association (SCA) recognizes that homelessness is a regional crisis
  - People are experiencing homelessness throughout the region
  - The acute crisis in Seattle affects the rest of the region
  - There are differences in the challenges, and solutions, in subregions of the county that need to be addressed sub-regionally
- Sub-regional planning is key to the success of a region-wide effort
  - We need better clarity on how sub-regional plans would be incorporated into a regional plan, and how sub-regional planning efforts would be supported by a proposed regional entity
  - There must be a commitment that funding will be disbursed equitably throughout county
  - Cities have been told that funds will be distributed without regard to whether a jurisdiction agrees to sign onto an ILA or service agreement – this must be formalized in the legislation
- SCA members have significant questions about the value of forming a new government (PDA) to tackle the challenges of a fractured system
  - There are questions about whether the new proposal would be more efficient, or simply more bureaucracy
  - SCA cities have requested details on current administrative costs, and anticipated administrative costs under the new proposal
  - Questions remain about how signatories would extricate themselves from the structure if it does not work, and/or if future council budgets do not fund, and whether a sunset clause should be built into the legislation
  - We must ensure that the new entity is not creating additional silos (with behavioral health, affordable housing, and other systems)
- Before a new entity would be formed, there needs to be high level agreement among policy makers across the region on what objectives we have for an entity
  - A common shared understanding of goals is a minimum – more detail on a plan for how to achieve these goals will likely be necessary for many to decide whether to participate
- If a new governance structure is established, policy makers (elected officials) should set policy
  - A board of experts to oversee day to day operations may make sense but large regional policy decisions, and major budgetary decisions, need to be made by elected officials, who are accountable to the public
- Any board/committee of elected officials should have equitable distribution of power between King County, Seattle, and SCA cities
  - A minimum of two seats (north/east and south) for SCA members would be necessary to reflect the sub-regional planning efforts
  - Appointments to subcommittees and working board should be made jointly by SCA/County/Seattle
  - Approval of any major decision (budget, regional plan, etc.) should have approval from at least one representative from each of the three (SCA/Seattle/King County) to ensure that there is regional buy in

## What will the Executive and Seattle Mayor Transmit & When?

- The County Executive and Seattle Mayor will transmit to their respective Councils by early September an ordinance (with an attached Public Development Authority Charter) seeking authorization to enter into an Interlocal Agreement (ILA), creating a Regional Authority to oversee and administer regional homelessness response systems and services.
- If enacted by both King County and Seattle, the County will also simultaneously enact an ordinance to establish in County Code the PDA that is agreed upon in the ILA.

## What will be in the Proposed ILA and the Charter?

Both the ILA and Charter contain definitions as appropriate in addition to the contents for each listed below:

<b>The ILA</b>	<b>The Charter</b>
<ul style="list-style-type: none"> <li>• Statement of purpose</li> <li>• Agreement for the County to charter the PDA as attached</li> <li>• Eligibility for ILA Parties</li> <li>• Principles to guide the PDA</li> <li>• Brief description of the                             <ul style="list-style-type: none"> <li>◦ Steering Committee</li> <li>◦ Governing Board</li> <li>◦ Advisory Committee(s)</li> </ul> </li> <li>• PDA Scope of Work</li> <li>• Initial Agreements for provision of                             <ul style="list-style-type: none"> <li>◦ Program Funding</li> <li>◦ Administrative Funding</li> <li>◦ Start-Up Funding</li> </ul> </li> <li>• Agreement on Obligations of the PDA to King County and Seattle</li> <li>• Provisions for PDA Term, Withdrawal, Termination, and Amendment of the ILA</li> <li>• Provisions for Modification &amp; Disestablishment of the PDA</li> <li>• Additional Provisions of the ILA as legally necessary</li> <li>• The proposed PDA Charter as an attachment</li> </ul>	<ul style="list-style-type: none"> <li>• Creation of the Regional Authority as a PDA</li> <li>• Necessary limitations on liability and disclaimers</li> <li>• Establishment as a perpetual PDA (unless terminated)</li> <li>• Purpose and Scope of the PDA</li> <li>• Powers of the PDA</li> <li>• Explicit limitation of PDA powers</li> <li>• Creation &amp; definition of the PDA's Steering Committee-Governing Board-Advisory Committee Structures, Powers, Procedures &amp; Appointment Processes</li> <li>• Identification of key Officers and Staff, including the Executive Director and Office of the Ombuds</li> <li>• Additional provisions of the Charter as legally necessary</li> </ul>

## What is the Proposed PDA's Scope?

### Programs and System Scope

The PDA's scope of work will be the region's homelessness response system. The PDA's scope contemplates that in addition to unifying homeless response services of Seattle and King County, it will also replace and encompass the current functions of All Home, the region's current Continuum of Care lead.



### Financial Scope

The ILA will establish initial funding minimum expectations, subject to appropriation by Councils, based upon the sum of King County's and Seattle's 2019 annualized value of programs and administration for programs within the PDA's scope of work. The ILA will also make minimum funding expectations contingent upon the ongoing availability of funds sources while also providing that any fund source subsequently attributed directly to the PDA may trigger a proportionate reduction in the minimum funding expectations for Seattle and/or King County.

King County's 2019 Annualized Program & Administrative Value <b>\$ 55 M approximate</b>	Seattle's 2019 Annualized Program & Administrative Value <b>\$ 73 M approximate</b>	Total 2019 Annualized Program & Administrative Value <b>\$ 128 M approximate</b>
Value of King County's Proposed Contributions to PDA start-up costs <b>\$ 1.8 M approximate</b>	Value of Seattle's Proposed Contributions to PDA start-up costs <b>\$ 2 M approximate</b>	Total Value of Proposed Contributions to PDA start-up costs <b>\$ 3.8 M approximate</b>

### Geographic Scope

In accordance with the agreed upon ILA, the County will create the PDA with geographic scope coincident with the boundaries of King County.

## How will the ILA provide for participation of other cities?

**Regional participation is critical**—the ILA eliminates barriers that otherwise limit participation:

- **Who?** Cities or housing authorities in King County may join
- **When?** May join immediately or over time to take advantage of the efficiencies of scale created by the PDA structure.
- **What does joining mean?** All participants would commit to align provision of in-scope homelessness response services with the PDA's 5-Year implementation plan and sub-regional plans
- **How?** The joining city or housing authority may join by becoming party to the ILA

**Service Contracts:** Each party would sign a Service Contract with the PDA, describing their respective commitments to provide resources (funding or in-kind contributions inclusive of staff time, facility space, development sites, etc.) to support the operation of the PDA or the operation of related services.

## The Proposed Board

### Steering Committee

Primarily of elected officials ensuring overall electoral, financial, strategic, and community accountability and outcomes.

#### Up to 8 Members

<ul style="list-style-type: none"> <li>KC Executive</li> <li>x1 KC Councilmember</li> <li>x1 SCA Member</li> <li>x1 SCA Member once 20 cities have joined ILA</li> </ul>	<ul style="list-style-type: none"> <li>Seattle Mayor</li> <li>x1 SEA Councilmember</li> <li>x2 Lived Experience (appointed by a Continuum of Care body representing persons with lived experience)</li> </ul>
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#### Powers

- Confirm Governing Board Appointees
- Remove Governing Board Members for Cause
- Confirm w/o amendment or Reject 5-Year Plans
- Confirm w/o amendment or Reject Annual Budget
- Receive Annual Performance Report

### Governing Board

Subject matter experts empowered by the Steering Committee to provide robust, persistent, and detailed guidance, fiscal and operational management, and oversight of the PDA and its mission.

#### 11 Members

**Board Member Expertise & Skills**  
Each member has expertise in one or more of the following with a requirement that all expertise & skills are present:

- Equity Implementation
- Fiscal Oversight
- Business Operations or Strategy
- Affordable Housing Finance/Development
- Physical or Behavioral Healthcare
- Labor Unions & Workforce
- Provision of services for persons experiencing homelessness
- Data-Based Performance Evaluation or Academic Research
- Criminal Justice
- Continuum of Care expertise

**Overall Board Characteristics**  
In its total composition, the board must

- Include 3 persons representing persons with **lived experience** of homelessness
- Strive to reflect a **diversity of geographies** in King County
- Include individuals with connections to or experience with the **Business Community, neighborhood or community associations, and faith/religious groups**
- A majority of the members of the Governing Board shall be persons whose identity, personal experience, or professional expertise enables them to credibly represent the perspectives of, and to be accountable to, marginalized demographic populations that are statistically disproportionately represented among people experiencing homelessness in King County
- No member shall be an elected official, an employee of ILA parties, nor an employee, official, agent or representative of current contract holders or any entity that is likely to directly benefit from the actions of the Authority

#### Powers

**The Governing Board is responsible for the management, vision, community accountability, and oversight of the PDA. Specified powers include:**

- Hire, fire, and review the performance of the PDA's Executive Director
- Adopt & transmit for Steering Committee confirmation a 5-Year Plan
- Appoint Governing Board Members for confirmation by the Steering Committee after the initial appointment process
- Annually adopt & transmit an operating budget for confirmation by the Steering Committee and approval by the respective funding jurisdictions
- Annually adopt a performance report
- Oversee the PDA's implementation of the 5-Year Plan, Annual Budget, and additional plans and policies necessary to carry out the duties and responsibilities of the PDA
- Other powers legally necessary for the management of the PDA as provided in the Charter

**Initial Appointment Process**

All appointing bodies in the Steering Committee will bring multiple potential nominees in order to work together to seat the Governing Board consistent with the required skills and characteristics.

- King County Executive, King County Council, Seattle Mayor, Seattle City Council **each appoint 2 Governing Board Members** for Steering Committee Confirmation
- Steering Committee's 2 Lived Experience members **jointly appoint 3 Governing Board Members** for Steering Committee Confirmation

**Ongoing Appointment Process**

After 5 years, the Governing Board appoints persons to fill Governing Board vacancies subject to Steering Committee confirmation.

### Advisory Committee(s)

The Governing Board can create and maintain an Advisory Committee or Committees as needed to ensure that the Governing Board receives the advice of a wide range of stakeholders, including providers and advocates of homelessness services. The Advisory Committee(s) may be constituted, if duly empowered, to perform the functions of the mandatory Federal Continuum of Care Board.

### Sub-Regional Planning

The Authority will value distinctions in local context, needs and priorities through effective Sub-Regional Planning, including:

- **collecting and analyzing data** that enables tailored approaches for communities disproportionately impacted by the experience of homelessness and different sub-regions within King County
- **articulating local needs, priorities and solutions** to address homelessness across the different areas of the County
- **providing capacity** to work with stakeholders from geographically diverse parts of the region to analyze, identify, and implement priority services distinct to those sub-regions.

## How will the ILA and Charter specify the PDA's planning cycle & staffing?

**5-Year Implementation Plan** required by the ILA & Charter within 18 months of the PDA's formation

- Incorporates requirements of Service Agreements from funders and the Regional Action Plan to guide the PDA's operations
- Developed by the PDA, approved by the Governing Board, and confirmed or rejected by the Steering Committee
- Inclusive of sub-regionally tailored context, needs, priorities, and approaches

### Annual Budget

- Proposed by the Executive Director, approved by the Governing Board, and confirmed or rejected by the Steering Committee
- The annual budget would inform resource requests to be made to each party in accordance with the 5-year Strategic Plan, Service Agreements from funders, and subject to appropriation

### Staffing

- The Charter mandates an **Executive Director**, hired by the Governing Board, with authority to hire additional staff as needed
- The Charter mandates an **Ombuds Office** to serve as a single point of contact for direct customer accountability within the PDA and the homeless service delivery system more broadly, ensuring customer accountability in the regional homeless response system, informing continuous improvement of the PDA, and increasing transparency and public trust.
- The Charter **empowers the ED to hire staff** to implement the 5-year strategic plan, including sub-regional planning, subject to budget authority and appropriation

SCA Questions  
October 2, 2019

**1. What are the goals of the proposed entity?**

- **Effective, Accountable Leadership and Increased Agility:** With a system created of disparate parts, there is no single, unifying entity charged with creating and adhering to a long term plan to address homelessness. A single point of authority for homelessness services will ensure that one agency truly leads this work. With a central plan and unified vision, the new authority will be able to work with all partners to identify and implement effective solutions.
- **Sub-Regional Planning to Tailor Solutions to Local Conditions, informed by evidence-based best practices from the larger system:** The new authority will be that unifying force, developing and adopting a single plan at a sub-regional scale with short, medium, and long term objectives for shelter, housing, and other services that will both address homelessness today and reduce it in the future.
- **Equity: Centering communities and reducing disparities:** A major component of the homeless system redesign is placing people living homeless at the center of the system, empowering customers to address their housing insecurity. A key part of this is the creation of the Office of the Ombuds, a place where people living homeless can go identify and address system concerns and that will work to improve operations and outcomes. This is best practice that we have adopted in many other areas of human services: centering veterans within provision of veterans services, older adults within provision of services for seniors. This proposal activates this best practice within the homelessness crisis response.
- **Unified Data and Nimble, Data-Driven Decision Making:** King County and our partners have invested heavily in homelessness data systems. We monthly or quarterly analyze and update for public review system performance (<http://allhomekc.org/system-flow/>), including updates on the populations that our system serves (<http://allhomekc.org/currently-active/>) and on the performance of our providers (<http://allhomekc.org/system-performance-2/>). A unified system will draw on increased regional data and increased data consistency to further our ability to portray a complete and useful common operational picture that informs long-term policy and short-term continuous improvement in the delivery of homelessness services.
- **Increased Efficiency:** In addition to diffuse accountability and leadership, our current system's fragmentation causes inefficiency. There is redundancy amongst government's administering services, and providers perform redundant administration in reporting to multiple contract entities. This inefficiency draws resources and focus away from services. Maximizing existing resources requires unification of the system.
- **Public Clarity:** Homelessness is a complex topic. Our current fragmented system makes it even harder to understand causes and responses—what's working and what's not--as different governments issue different updates using different metrics on different intervals. A single and unified King County Regional Homelessness Authority (KCRHA) will contribute to public accountability and clarity of understanding.

**2. What will success look like? How will success be measured?**

As proposed, the 5 year plan would specify the outcomes over the next 5 year period. Broadly, success would demonstrate transparent progress toward improving the homelessness crisis response, increased efficiency, and rebuild public confidence in our region's ability to address our homelessness crisis and.



**3. What if any role will elected policy makers have in setting the goals and metrics?**

As proposed, the Steering Committee would include membership from elected officials (including SCA elected officials). The Steering Committee would have authority to confirm or reject a 5 Year Plan, which would detail goals and metrics. In addition, the 5 Year Plan would integrate sub-regional planning, which as proposed, would be the result of working with a variety of stakeholders (including cities) from across the County to analyze, identify and implement priority services.

**4. Why is a new government (PDA) necessary to address the fractures in the current system?**

According to the King County Auditor's Office:

- 1) "Diffuse authority and loose coordination among local funders make it difficult for the regional homeless response system to adjust and respond to the needs of the growing number of people experiencing homelessness in King County "
- 2) "Diffuse authority makes systemic change difficult."
- 3) "Multiple experts found the governance structure of the homeless response system is too weak to drive change, but this problem has not been resolved."

The PDA provides a clear legal framework for joining the governance **AND** implementation of our regional homelessness crisis response in order to address both the authority and coordination challenges. Consolidating only one or the other would not be sufficient to resolve our fractured system.

**5. Could existing infrastructure, or an alternative form obtain the same outcomes without creating an additional layer of bureaucracy? (Public health model, other)**

No.

**6. How would county extricate self from new entity if results not being achieved?**

In order to empower all ILA participants and provide a voice for the Authority in dissolving the partnership, Sect. 5 of the proposed Charter requires that dissolution include: 1) initiation, 2) affirmative finding and concurrence, and 3) dissolution.

- 1) Because the Authority is proposed as a creature of the County government, the proposal authorizes the County Council to initiate dissolution, either of its own accord or pursuant to either a or b below, by adopting a motion initiating dissolution proceedings.
  - a. The Governing Board may adopt a resolution requesting dissolution, after making an affirmative finding that it is necessary or appropriate.
  - b. Any jurisdiction participating in the ILA may make a formal request to the County Council to initiate dissolution—the proposal contemplates this could be through a formal resolution/motion or similar vehicle.
- 2) Pursuant to initiation, Seattle and King County would need to make affirmative findings that dissolution is warranted (again through the above-mentioned motion/resolution or a separate similar action) in order to proceed further. This process requires a public hearing and the opportunity for the Authority to comment on their views/position regarding dissolution.

All participating jurisdictions ("any additional parties" to the ILA) would also need to concur with those findings in order to proceed.

- 3) Upon affirmative finding and concurrence by all parties, Seattle and King County would be required to make written notice to the Authority to begin dissolution. Dissolution requires the Governing Board of the Authority to adopt a dissolution statement through resolution providing the information necessary to effectively terminate or pass on the responsibilities of the Authority.

An individual from each party would be appointed to oversee and review the Governing Board's dissolution process. Additional legal authority is provided to ensure dissolution is fulfilled.

**7. What would it mean for cities to align their policies and funding with the proposed entity?**

As proposed, details would be left to the Service Contracts that each member jurisdiction would sign with the KCRHA. Some example may include:

- contracting funds in alignment with the needs and priorities articulated in the 5 Year Plan,
- setting reporting standards in alignment with regional efforts to help capture a complete regional snapshot of homelessness efforts
- working to implement guidance from the Ombuds Office or other relevant policy to improve equitable delivery of services for those most disproportionately impacted by homelessness

**8. How would this work when there is no current regional plan?**

As proposed, the KCRHA would be required to create a 5 Year Implementation Plan in order to address this specific concern. That 5 Year Implementation Plan would be based in Sub-Regional Planning and require confirmation of the Steering Committee.

**9. When will the Regional Action Plan be available for review?**

The Regional Action Plan is being completed by the Corporation for Supportive Housing with funding by philanthropy and business, outside of government. Our understanding is that a draft may be available toward the end of October, but we don't have a date certain at this time.

**10. How will the Regional Action Plan direct the new entity?**

It won't. As proposed, the 5 Year Plan would need to align with the Regional Action Plan, but the 5 Year Plan would be the official document to provide broad policy guidance for the KCRHA. The 5 year plan must be confirmed by the Steering Committee.

**11. How would the proposed entity limit cities' ability to determine siting of facilities?**

The KCRHA would have no enforcement or zoning authority and therefore would have no ability to determine siting of facilities. The KCRHA, in carrying out the 5 Year Plan, would be responsible for partnering with service providers and jurisdictions to support site exploration and would be held accountable for driving toward implementation.

**12. How would the proposed entity impact cities' ability to determine policies around homelessness crisis response?**

Cities will continue to be able to respond to homelessness however they see fit, just as they do now. The KCRHA would have no authority to alter police powers within a jurisdiction. The KCRHA would be responsible for supporting cities (through providing research, education and best practice examples) through their discussions about policies that would impact the crisis response to homelessness.

**13. The new entity is proposed to address crisis response only. How will this interact with upstream interventions? Behavioral health system? Affordable housing?**

The proposed scope would ensure the KCRHA has precise accountability for the crisis response system. The KCHRA would be responsible for partnering with related/upstream/mainstream systems that affect people experiencing homelessness. This is not a new concept. We have similar expectations for other emergency response systems that focus on the emergency they are directed to address while still partnering with other related systems, such as Emergency Rooms that need to partner with Primary Care physicians but are not responsible for primary care.

**14. How is sub-regional planning envisioned to take place?**

The proposal defines Sub-regional planning as analyzing and articulating local needs, priorities and solutions to address homelessness across the different areas of the County, inclusive of Seattle and north, east, south, and rural King County. One way this will be implemented is through the commitment in Section 2.c.8 of the ILA which states “The Authority shall provide capacity to work with stakeholders from geographically diverse parts of the County to analyze, identify and implement priority services distinct to those sub-regions.” Clearly, jurisdictions and local providers would need to be heavily involved in informing sub-regional planning.

The proposal contemplates the KCRHA staff working with member jurisdictions, providers, and other partners (including jurisdictions) to plan and implement sub-regional planning. If SCA has specific requests for sub-regional planning processes, the Executive encourages you to share those with us now and to articulate those priorities to the Executive Director and is committed to working with SCA to successfully implement sub-regional planning.

**15. Will there be funding available for sub-regional planning efforts from the new entity?**

The Authority would need to prioritize capacity for this purpose, in line with the ILA language in Section 2.c.8. Current staff within DCHS, housed within the Housing, Homelessness and Community Development Division and All Home, currently work in partnership with providers and jurisdictions across the region. This explicit commitment envisions a more robust and proactive staffing arrangement that we believe can be achieved within existing resources as positions are created.

**16. How would the new entity interact with city human services and homelessness response efforts?**

The Executive expects these efforts to heavily inform the Sub-Regional Planning for the 5 Year Plan. As proposed, detailed expectations could be also built into the Service Contracts that each member jurisdiction would sign with the King County Regional Homelessness Authority.

**17. If few or no cities sign on to service agreements, how would the new entity be “regional” in nature?**

**Governance geographic diversity.** The Steering Committee has representation of suburban cities, regardless of their participation in the ILA. The Governing Board also requires board members to be from around the county.

**Sub-regional planning.** The proposal contemplates the Authority would need to define sub-regions and complete sub-regional planning regardless of ILA participation status.

**Service delivery.** King County provides homelessness services regionally, and because the Authority is anticipated to include the Continuum of Care (CoC) lead functions, the Authority would similarly be responsible for addressing the needs of the whole region, including individuals within jurisdictions that haven't signed the ILA.

**18. How much of the funding to the proposed new entity would go toward admin?**

Most of our funding sources carry restrictions about the amount that can be used for admin costs. Currently, of the funds the Executive proposes to transfer to the KCRHA, is \$6,332,121 of \$54,851,361 could be categorized as administrative. Any of these requirements stipulated through our funding sources or other related County policies would be written into our Service Contract.

**19. That is amount of current County admin – how much of the program funding to external entities goes to admin?**

It differs by Community Based Organization (CBO). DCHS' policy conforms to federal guidelines and states that CBOs are allowed to use up to their federally approved Indirect Cost Rate (ICR) or 10% (whichever is higher) of an award for administrative purposes.

**20. Can we see a detailed breakdown of that \$6,332,121**

**DCHS Administration Budget to New Entity**

Expenditure Actuals Line Items	2019 Budget
<b>HHCDD</b>	
Salaries & Benefits	381,645
Operating expense (supplies, trainings, etc)	96,000
Central Rates (Facilities, IT, HR, Legal)	171,000
<b>Total Expenditures HHCDD Staff</b>	<b>\$ 648,645</b>

**Regional Coordination**

Function	Total Budget	CoC	HCD	UWKC
HMIS System Administrator Contract	1,054,365	387,465	591,900	75,000
CEA (including RAPs)	2,567,500	1,872,500	695,000	
All Home	2,061,611	1,062,056	455,182	544,373
<b>Total Expenditures</b>	<b>\$ 5,683,476</b>	<b>\$ 3,322,021</b>	<b>\$ 1,742,082</b>	<b>\$ 619,373</b>

<b>DCHS to new entity - regional coordination</b>	<b>\$ 5,683,476</b>
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<b>DCHS Total Admin to New Entity</b>	<b>\$ 6,332,121</b>
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Notes:

- HHCDD refers to the Housing, Homelessness and Community Development Division of the King County Department of Community & Human Services (DCHS)
- HMIS is the Homeless Management Information System
- CEA is Coordinated Entry for All

**21. How many County employees are funded by the \$6,332,121?**

As shown in Q20 above, the total amount of funding for staff support and other administrative functions is \$6,322,121. This includes the equivalent of 18 direct full-time employees (FTE), based on the classification and salaries of staff currently in the positions, which include program staff, and other admin. Of this, \$587,791 is included in the total above for administrative/leadership functions including department director leadership, Prosecuting Attorney's Office time, etc.

**22. What else is included in that total?**

As shown in Q.20, in addition to County employees, the administrative dollars include funding for HMIS system support (which is contracted out), Coordinated Entry for All (CEA) including funding for Regional Access Points (RAPs) and general support for All Home.

**23. Many questions have been asked about whether the new entity would create additional bureaucracy, or have efficiencies of scale. What limits would there be on admin costs of new entity?**

As contemplated, the KCRHA would need to comply with all King County funding source restrictions on administrative costs.

**24. Will a new entity create need for additional admin? HR? Office space? Equipment?**

As contemplated, we do not believe the admin required would be any greater than the admin costs for the work currently divided between All Home, Seattle, and King County. In addition, there would be efficiencies of scale related duplication of roles, for example contract monitors for Seattle and King County who monitor the same agency for the same service. Admin expenses would be shown through the 5 Year Plan and annual budgets, which, as proposed, the Steering Committee would need to confirm.

**25. How many new staff would be added? Cost of those positions? Any positions eliminated?**

The exact staffing plan would be the authority of the KCRHA Executive Director and Governing Board, within the constraints provided by the funding agencies and the confirmed annual budget.

**26. Can we see a breakdown of the remaining \$48,519,240?**

Homeless Housing Program Type	Funding to New Entity
<b>Service Contract Funding including CoC</b>	
Emergency Shelter	\$8,825,965
Transitional Housing	\$1,338,680
Rapid Re-housing	\$4,540,468
Permanent Supportive Housing *	\$15,183,259
Permanent Housing *	\$1,719,962
Housing Connection	\$795,775

Street Outreach	\$450,000
Homelessness Prevention	\$1,821,090
Housing and Essential Needs (HEN)	\$11,181,856
Youth Homelessness Demonstration Project	\$2,662,185
Total Program Funding	\$48,519,240

**27. Can we see a list of current recipients of the funding?**

We are working on generating this list in an easy to digest format and would be happy to review it in detail at our SCA member meeting if that is useful.

**28. Can we see a geographic breakdown of where the funds are spent? How much spent in Seattle? Other subareas?**

We are working on generating this list in an easy to digest format and would be happy to review it in detail at our SCA member meeting if that is useful.

**29. Can we see more detail on what is meant by each category? What is included in each bucket? More specifically, what type of “homelessness prevention” is currently funded?**

- **Can we get a list of all the acronyms used in the document previously provided?**  
CoC: Continuum of Care (under the purview of the All Home/CoC Board)
- **ESG:** Emergency Solutions Grant (federal block grant, under the purview of the Joint Recommendations Committee)
- **CDBG:** Community Development Block Grant (federal block grant, under the purview of the Joint Recommendations Committee)
- **DRF:** Document Recording Fee (local portion of King County generated document recording fees)
- **RAHP:** Regional Affordable Housing Program (a specific portion of the King County generated document recording fees, under the purview of the Joint Recommendations Committee and guided by an ILA with jurisdictions across the County)
- **MIDD:** Mental Illness & Drug Dependency Sales Tax (under the purview of the MIDD Advisory Committee)
- **VSHSL:** Veterans, Seniors, and Human Services Levy (under the purview of the Veterans, Seniors, and Human Services Levy Board)

**31. What is the process for allocating funding currently, by fund source?**

Based on policy direction given by RPC-approved implementation plans, KC Council-approved budgets, and Advisory Committee/Board guidance, the King County Department of Community & Human Services (DCHS) procures contracts for homeless services through Requests for Proposal (RFP) processes. Below is a summary of the RFPs managed by DCHS (and funded by multiple entities) for homeless services, including fund sources.

- 1) **Continuum of Care (CoC) RFP** - approximately \$40M annually (including both King County and City of Seattle funds)  
**Funder:** US Department of Housing & Urban Development (HUD) McKinney funds

**Timeframe:** Annual

**Purpose of the funding round:** Funding for Permanent Supportive Housing, Rapid Re Housing, and Transitional Housing programs serving homeless single adults, young adults, and families. The Youth Demonstration Project funding is part of the CoC application starting in 2019.

**Criteria:** Criteria may change from year to year based on parameters from HUD.

**2) Time Limited RFP** – approximately \$4M annually

**Funder:** Time Limited RFP includes funding from:

- **King County DCHS**
  - Consolidated Homeless Grant (CHG), State funds
  - Emergency Shelter Grant (ESG), federal funds under the purview of the Joint Recommendations Committee
  - Community Development Block Grant (CDBG), federal funds under the purview of the Joint Recommendations Committee
  - Regional Affordable Housing Program Operating and Maintenance Fund (RAHP O&M), local funds under the guidance of the RAHP Interlocal Agreement (ILA) and under the purview of the Joint Recommendations Committee
  - King County Veterans, Seniors and Human Services Levy (VSHS Levy), under the guidance of the RPC-approved VSHS Levy and under the purview of the VSHS Levy Oversight Board
- United Way King County Shelter funding was included in 2018.

**Timeframe:** Every 2 years. Next round 2020.

**Purpose of the funding round:** Funding for new and existing **time limited** supports such as services, facility operating support, rental assistance, and emergency assistance for programs serving homeless young adults, families, and individuals.

**Criteria:** Funding priorities are identified for each funding round.

**3) Operating Support, Rental Assistance & Supportive Services (ORS) RFP** - approximately \$10M annually. *The amount to be distributed by the KCRHA would only include the portion of this RFP connected to within scope supportive services.*

**Funders:** ORS RFP includes:

- King County DCHS (Homeless Housing & Services Fund (Document Recording Fees), MIDD, and Vets Levy)
- City of Seattle Office of Housing (O&M Funds—not a King County contract)
- Seattle Housing Authority (Vouchers - not a King County contract)
- King County Housing Authority (Vouchers- not a King County contract)
- And at times
  - United Way (not a King County contract)
  - Building Changes, etc. (not a King County contract)

**Timeframe:** Annual

**Purpose of the funding round:** New and Existing **non-time limited** (Permanent) Housing for families, single adults, and young adults experiencing homelessness.

**Criteria:** Funds are primarily targeted to support people with high needs and/or who are chronically homeless. Funding priorities are affirmed annually through a Homeless Combined Funders Notice of Funding Availability. Many of the projects are those that have been prioritized as a new or previously funded Capital project via a project pipeline.

**32. Who determines how these dollars are allocated now? Do cities have any role in determining this currently (advisory or other)?**

Ultimately, the County Council adopts the budget to authorize funding amounts, the Department identifies the funding sources. This will continue to be the case with the new Authority.

Jurisdiction staff participate in planning sessions and review panels for the RFPs. In addition, the Joint Recommendations Committee approves funding allocations for the ESG, CDBG, and RAHP funding.

Finally, for the CoC, RFP cities participate in the Rank Order Committee and on the All Home Coordinating Board.

**33. Is it envisioned that the same buckets of services would be funded by the new entity? At same or different levels?**

Services would continue until such time as the KCRHA delivered a confirmed 5 Year Plan and annual budgets, with appropriation authority from the respective funding jurisdictions (Seattle and King County as proposed)

**34. If the County signs onto the proposed ILA, would that limit the ability of future County Councils to determine how funds are allocated?**

No. All funding jurisdictions for the KCRHA would maintain their appropriation authority. However, the Interlocal Agreement would commit them to working in partnership to align with the 5 Year Plan and Annual Budgets.

**35. How stable are the funds under discussion? Are they subject to future volatility based on, for example, legislative cuts, recession, etc.? What would happen if these funds shrink in the future**

Like all funding sources within the purview of DCHS, these are relatively stable, but all are subject to either 1) federal or state appropriation or 2) dependent on revenue streams that fluctuate with the economy. Please see detail below (acronyms detailed in Q29 above):

<b>Funding</b>	<b>Subject to/Dependent on</b>	<b>Notes</b>
CoC	Federal appropriation	This revenue source has steadily increased over the past 10 years
ESG	Federal appropriation	This revenue source has remained relatively stable over the past 10 years
CDBG	Federal appropriation	This revenue source has been consistently reduced at the federal level over the past 10 years
State	State appropriation and usage	These revenue sources are primarily dependent on document usage fees. While the fee has been recently increased generating additional revenue, we have seen reductions over the past 10 years



DRF	Usage fees	These revenue sources are primarily dependent on document usage fees. While the fee has been recently increased generating additional revenue, we have seen reductions over the past 10 years
RAHP	Usage fees	These revenue sources are primarily dependent on document usage fees. While the fee has been recently increased generating additional revenue, we have seen reductions over the past 10 years
MIDD	Sales tax revenue	We have seen recent increases to this funding source, but revenue would be affected by a recession
VSHSL	Property tax revenue	We have seen recent increases to this funding source, but revenue would be affected by shifts in the housing market

King County has historically managed these programs to available revenue sources. Should these funding sources shrink in the future, the County would work with all regional partners (including relevant Boards and Committees) and KCRHA to make adjustments as needed.

**36. How is sub-regional planning anticipated to factor into how funds are disbursed in the future?**

As contemplated, the Authority would be responsible for identifying, analyzing and implementing priority services in each sub-region as an integral part of the 5 Year Plan, which will inform the annual budget development.

The Executive intends to propose budgets that reflect the 5 Year Plan, inclusive of sub-regional planning priorities from the Authority.

Together the KCRHA 5 Year Plan and annual budgets, and the Council-approved budget will drive the KCRHA efforts to procure homelessness services.

**37. How would entities like SKHHP and ARCH work with the proposed entity?**

At this time, ARCH exclusively focuses on affordable housing policy and capital funding. As such, ARCH would be a partner with KCRHA along with all affordable housing actors across the region. We would also expect ARCH to help inform sub-regional planning.

The South King Housing & Homeless Partners would also need to be deeply engaged in sub-regional planning efforts. Their partnership would depend on their scope of work and would need to evolve as both actors grow in their role. As SKHHP has not yet hired a Director, this partnership may in part be dependent on the background and expertise of the Director and the direction of the SKHHP Board.

**37. If cities do not sign onto a service agreement (or other agreement), would this have an impact on how funds are allocated to providers in that jurisdiction in the future?**

No.

**38. Would the proposed entity have the ability to seek taxing authority from the legislature in the future? Would this require any acquiescence from the County Council? Language in the Charter seems to anticipate that the entity would seek future taxing authority.**

The KCRHA's efforts would need to be in alignment with Steering Committee confirmed 5 Year Plan and annual budgets. Any discussion about additional revenue authority would need to be in alignment with that guidance.

### King County DCHS Funding to New Entity

**Note: All funding is subject to Council appropriation; Dollars describe 2019 funding allocations not predictable sources; and any funding allocated to the proposed authority would still be required to adhere to whatever restrictions are placed on the funds by Council policy and relevant implementation plans, including VSHSL, MIDD implementation plans, Consolidated Plan, etc.**

Homeless Housing Program Type	Funding to New Entity
<b>Service Contract Funding including CoC</b>	
Emergency Shelter	\$ 8,825,965
Transitional Housing	\$ 1,338,680
Rapid Re-housing	\$ 4,540,468
Permanent Supportive Housing *	\$ 15,183,259
Permanent Housing *	\$ 1,719,962
Housing Connection	\$ 795,775
Street Outreach	\$ 450,000
Homelessness Prevention	\$ 1,821,090
Housing and Essential Needs (HEN)	\$ 11,181,856
Youth Homelessness Demonstration Project	\$ 2,662,185
<b>Total Program Funding</b>	<b>\$ 48,519,240</b>

**DCHS Admin including HMIS, CEA, All Home, HHCDD staff\*** \$ 6,332,121

**DCHS TOTAL Funding to New Entity** \$ 54,851,361

\* Currently ONLY includes scattered site non-facility based programs

#### Funding by Fund Source

	CoC	ESG	CDBG	State	DRF	RAHP	MIDD	VSHSL	Other	Total	
<b>Service Contract Funding</b>											
Emergency Shelter	-	187,844	205,000	1,068,343	3,818,102	472,222	100,000	2,974,454	HS-1	8,825,965	
Transitional Housing	431,840	-	-	265,000	270,000	371,840				1,338,680	
Rapid Re-housing	1,263,820	105,038	-	3,171,610						4,540,468	
Permanent Supportive Housing	12,504,329	-	-	43,467	1,408,372		642,399	584,692	HS-1	15,183,259	
Permanent Housing	-	-	-	-	1,517,511			202,451	HS-1	1,719,962	
Housing Connector (was LLP)	-	-	-	-	530,775			265,000	2018 TP HS-2A	795,775	
Street Outreach	-	-	-	250,000	100,000			100,000	SS-1F	450,000	
Homelessness Prevention	-	-	291,090	300,000	450,000			780,000	HS-5D/SS-1F	1,821,090	
Housing and Essential Needs (HEN)	-	-	-	10,963,976				217,880	2018 TP HS-2B	11,181,856	
Youth Homelessness Demonstration Project	2,617,804	-	-	-	44,381					2,662,185	
HMIS	387,465				591,900				75,000	1,054,365	
CEA	1,872,500				637,000			58,000	HS-4	2,567,500	
All Home	1,062,056				455,182				544,373	2,061,611	
HHCDD Staff	293,418	21,202	-	248,025	50,000		15,000	21,000	RR-01	648,645	
<b>Total</b>	<b>\$ 20,433,232</b>	<b>\$ 314,084</b>	<b>\$ 496,090</b>	<b>\$ 16,310,421</b>	<b>\$ 9,873,223</b>	<b>\$ 844,062</b>	<b>\$ 757,399</b>	<b>\$ 5,203,477</b>		<b>\$ 619,373</b>	<b>\$ 54,851,361</b>

**Federal**  
 Continuum Of Care (CoC)  
 Emergency Solutions Grant (ESG)  
 Community Development Block Grant (CDBG)

**State**  
 Department of Commerce  
 State ESG  
 Consolidated Homeless Grant (CHG)  
 Housing and Essential Needs (HEN)

**Local**  
 Document Recording Fees (DRF)  
 Regional Affordable Housing Program (RAHP)  
 Mental Illness and Drug Dependency (MIDD)  
 Veterans, Seniors and Human Services (VSHSL)

**Other**  
 United Way



Denis Law Mayor

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August 28, 2019

Office of the King County Executive  
Attn: Ms. Rachel Smith, Chief of Staff; and Ms. April Putney, Legislative Director  
401 Fifth Ave., Suite 800  
Seattle, WA 98104  
***Sent Via E-mail***

**RE: City of Renton comments and recommendations on “Deliberative Draft” for Interlocal Agreement (ILA) and formation of new regional homeless response system**

Dear Rachel and April:

This letter is to honor your request for written input and suggestions on the Executive’s “Deliberative Draft” of a proposed Interlocal Agreement (ILA) and Charter for a “Unified Regional Homelessness Response Authority.”

We first wish to acknowledge the extensive work the Executive’s Office has done with our city and others in gathering feedback as this ILA was in development, most recently through your visit to Renton on Tuesday. Through your efforts and those of other staff such as Kelly Rider, you have asked for our perspective and sought to incorporate what you heard, which we certainly appreciate. Renton expressed initial and conditional support on a conceptual level for a unified regional response system, though we indicated that numerous questions remained.

Based on what we saw unveiled last week, and pursuant to the follow-up discussion you had on Tuesday with Councilmember Ed Prince and our regional/state/federal affairs consultant Doug Levy, we would like to share several suggestions regarding the governance model in the Draft ILA. From our perspective, these changes would better incentivize suburban cities to participate in the Unified Response System, rather than disincentivize them. Additionally, we would like to share a few other observations on details and backup material that could accompany the Draft ILA.

A primary concern of ours is that the proposed Steering Committee and Governing Board we saw in the initial Draft ILA gives very little voice to suburban cities. As structured, it would give suburban cities minimal incentive for or confidence in wanting to join into this system, undermining the regional value of it. We would recommend three revisions that the Executive’s Office could make before a more public introduction of the Draft ILA:

- Provide multiple seats—at least two—on the Steering Committee for Sound Cities Association (SCA). Having north and south seats or east and south seats would give suburban cities more confidence in being heard, versus triggering anxiety about being outweighed or not heard.
- Revise Steering Committee authority so that members are not simply in an up-or-down vote mode that doesn't appear to give them a substantive role in the process. We suggested on Tuesday a way to allow for suggested amendments that could bounce back and forth between the Steering Committee and Governing Board. Another idea that might help the process is to require a super-majority approval by the Steering Committee, to ensure the Governing Board is adequately weighing the perspectives and ideas of those Steering Committee members.
- Provide SCA/suburban cities with some of the appointing authority for the Governing Board. A suggestion you made Tuesday—that perhaps all Steering Committee Members could come armed with names for the initial appointment – could be a workable model.

We recognize that from the standpoint of some, including the City of Seattle, suburban cities are not being asked for funding and aren't being required to join the system. But as a practical matter, much of the county's revenue base is indeed from our cities and taxpayers and they would have a very limited say under this first-draft proposal. Suburban cities currently get at least one-ninth of a say under our current County Council governance, but in the model we saw last week, would get just one of seven seats on a Steering Committee that has a limited number of meetings and appears to have only up-or-down rather than substantive budget and fiscal authority. Furthermore, suburban cities have no role at all in the appointing of an 11-member Governing Board that appears to do the lion's share of the substantive policy and budget work for this Authority.

To us, this formation of a decision-making structure would be a missed opportunity, leaving Seattle, King County, and "lived experience" individuals to set a fiscal and policy direction without the benefit of other stakeholders within the region. As discussed on Tuesday, we would like to take the time to make changes to the ILA to better enable numerous suburban cities to get to yes—and we sense that both your office and County Council Members share that desire.

Finally, while the first-draft ILA does not delve into all the details, we want to share some other observations where more definition and clarity would be helpful:

- **What is covered under this proposed Authority.** We have received general information that the Unified Response System is meant to address things such as shelters, crisis response, navigation, tracking, etc. You helped clarify on Tuesday that the Response System is not designed to cover mental health and opioids-addiction services. We would

9b-64



suggest that a descriptive listing of what is and what is not part of the proposed system would be useful for suburban cities. Additionally, given that a significant percentage of the homeless population also struggle with mental health and drug addiction challenges, how would the new Authority then coordinate with the services provided in these areas, especially as any holistic approach to homelessness must include a way to address mental health and drug addiction.

- **Understanding and consensus around the source of funds.** The proposal and PowerPoint handed out references a \$49-million-a-year commitment by King County. We believe it would be beneficial to have details on the source of the funding, how it is to be used, and how that would affect cities outside of Seattle. For example, it was emphasized that King County would still devote funding resources to collaborate with cities beyond the Unified System.
- **Taxing Authority.** This is another issue where there appears to be at least some mixed messages. We were glad to hear you emphasize that additional taxing authority is not an option under current Public Development Authority (PDA) statute and that such authority would not be pursued unless there was some future consensus to do so. Clarifying this in writing would be extremely helpful.
- **Sub-regional planning.** You have heard our city and other suburban cities recommend this as an important component of the new Unified Response Authority. In essence, sub-regional planning could be rolled up into the work of the Unified Response System. In fairness, the proposal released Wednesday did not get into this level of detail, but we continue to believe this would be an important component of any regional response system.

Again, we would like to emphasize that we appreciate the outreach done by the Executive and staff on this proposal. We also want to be transparent in conveying our concerns so that, hopefully, important revisions to the Unified Response System proposal can be made as it formally introduced and before it goes to the King County Council and Seattle City Council.

Sincerely,



Denis Law  
Mayor

DL:aa





September 3, 2019

The Honorable Dow Constantine  
King County Executive  
401 Fifth Avenue, Suite 800  
Seattle, WA 98104

The Honorable Jenny Durkan  
Seattle Mayor  
600 Fourth Avenue, 7<sup>th</sup> Floor  
Seattle, WA 98104

Dear Executive Constantine and Mayor Durkan:

Thank you for the opportunity to review the draft August 21, 2019 "Overview and Key Elements of Proposed ILA & Charter for a Unified Regional Homelessness Response Authority" document that you presented at the Regional Policy Committee and shared with regional partners.

The City of Kirkland applauds your efforts to develop and implement a unified, effective, regional response to homelessness. We understand the difficult challenges that must be overcome to reform and improve the existing fragmented system. Every city in King County shares the goal of a coordinated, seamless system that successfully transitions every man, woman, child and family experiencing homelessness to stable housing. We deeply appreciate the leadership provided by Seattle and King County to tackle these challenges.

We also thank you and your staff for including key leaders from the Sound Cities Association in the conversation throughout the development of the initiative. Although there is not agreement on every issue, the proposed ILA and Public Development Authority (PDA) Charter summary appear to incorporate important feedback from the cities and to make great strides in addressing several key concerns about governance and funding. While the initial interlocal agreement creating the PDA understandably begins with Seattle and King County, we are pleased that the proposed interlocal agreement allows for additional cities to join the ILA and the PDA over time, and Kirkland desires to help ensure the success of the initiative.

In that spirit, Kirkland has several important comments on the draft overview document. First, we favor the concept of the two-tiered governance structure. We firmly believe in the need for a steering committee with elected leadership to approve Board members, budgets and work plans. But we also support empowering a governing board of practitioners and experts who do not benefit from the current system to develop and implement the budgets and work plans to maximize the effectiveness of the new entity. The draft document appears to strike a reasonable balance in granting authority and accountability to both groups.

While Kirkland does support the governance framework, further regional conversation needs to occur on the specific membership allocations. It is important to remember that much of the revenue that King County invests in homelessness programs is either generated in cities through countywide taxes or is allocated to King County by the federal government based on the populations in the cities. For these reasons, both the steering committee and the governing board must include an appropriate level of geographic representation. One steering committee member from cities outside of Seattle cannot effectively represent North, South and East King County. In addition, more clarity is needed on how the steering committee and governing board will evolve as new cities join. Nevertheless, the initial proposal from Seattle and King County is an excellent place to start.

Secondly, Kirkland does have concerns about the initial Governing Board appointment process. As explained in the document, the King County Executive, King County Council, Seattle Mayor, and

September 3, 2019

Page 2

Seattle City Council each appoint two Governing Board Members for Steering Committee confirmation and the "Lived Experience members" jointly appoint three Governing Board Members for confirmation. Clearly there needs to be an appointment role for Sound Cities in the final ILA. Kirkland would suggest that to create regional cohesion and strong support for the Governing Board, all Steering Committee members should jointly select all Governing Board members from a qualified pool of nominations rather than include "guaranteed slots" for various bodies.

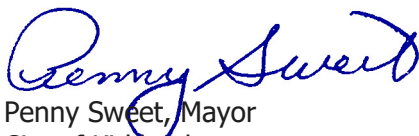
Third, Kirkland supports the initial scope of work for the new regional authority. Seattle and King County have appropriately limited the scope to those programs and funding sources that are currently the responsibility of Seattle, King County, or the current Continuum of Care provider, All Home. By focusing the scope on these internal programs, you maximize the chance of early successes. But the more focused scope also addresses some of the key concerns of Kirkland and other cities, which is to ensure that the new PDA does not have some new authority over cities that does not currently exist and cannot raise new revenue from cities without their agreement and support.

Finally, Kirkland strongly supports the provision in the ILA that allows other cities or housing authorities to become parties to the ILA and sign service level agreements with the PDA. We recognize that Seattle and King County need to act now to address the immediate crisis. But this provision will allow the new authority to be enriched and enhanced over time by a "coalition of the willing" as the new authority demonstrates effectiveness and accountability. East King County has many successful examples of these collaborative coalitions, including A Regional Coalition for Housing (ARCH), the Eastside Public Safety Communications Agency (EPSCA), the east side dispatch center NORCOM, and the eCityGov Alliance. Each of these entities was created by cooperative interlocal agreements, and they continue to thrive because they deliver the services and outcomes that member cities value. Based on our experience, we feel confident that once the new PDA delivers results, cities will see the value in signing on to the ILA and executing contracts with the PDA. The ability to join later gives cities the time we need to evaluate the new entity and is critical for the overall success of creating a truly regional system. We appreciate Seattle and King County including this opportunity in the ILA.

Again, thank you for the opportunity to review the proposed ILA and PDA Charter. It should be noted that our position might evolve as the two-page summary shared with the region is converted to more detailed legislative documents. But that caveat aside, Kirkland overall supports the proposal that Seattle and King County have made to create a unified regional authority to tackle homelessness. It is a thoughtful, pragmatic approach, and the urgency of the issue demands action. We encourage both Seattle and King County to incorporate our suggestions and approve the ILA. Kirkland fervently hopes the new authority will be successful and looks forward to a potential future partnership.

Sincerely,

KIRKLAND CITY COUNCIL



Penny Sweet, Mayor  
City of Kirkland

cc: Kirkland City Council

9b-67