



# AGENDA

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## SHORELINE CITY COUNCIL WORKSHOP DINNER MEETING

Monday, December 9, 2019  
5:45 p.m.

Conference Room 303 · Shoreline City Hall  
17500 Midvale Avenue North

**TOPIC/GUESTS:** Council of Neighborhoods

## SHORELINE CITY COUNCIL REGULAR MEETING

Monday, December 9, 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
<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 November 4, 2019	<u>7a1-1</u>	
Approving Minutes of Workshop Dinner Meeting of November 25, 2019	<u>7a2-1</u>	
(b) Approving Expenses and Payroll as of November 22, 2019 in the Amount of \$3,736,380.23	<u>7b-1</u>	
(c) Adopting the 2020 State Legislative Priorities	<u>7c-1</u>	
(d) Authorizing the City Manager to Execute an Interagency Agreement with the Department of Commerce for a \$94,000 Growth Management Services Grant Funding a Creation of a Housing Action Plan for Shoreline	<u>7d-1</u>	

- (e) Authorizing the City Manager to Execute an Amendment with The Blueline Group, LLC in the Amount of \$250,000 for Development Review Services for the Sound Transit Lynnwood Link Extension Light Rail Project 7e-1
- (f) Authorizing the City Manager to Execute a Contract Amendment with the Law Office of Sarah Roberts for Prosecution Services 7f-1
- (g) Authorizing the City Manager to Enter into the Parks Property Tax Levy Agreement with King County 7g-1

**8. ACTION ITEMS**

- (a) Adopting Ordinance No. 881 – 2019 Comprehensive Plan Annual Docket Amendments to the Shoreline Comprehensive Plan 8a-1 7:20

**9. ADJOURNMENT**

8:05

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

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

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

Council Chambers - Shoreline City Hall  
17500 Midvale Avenue North

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

ABSENT: None.

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

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

(a) Proclaiming Veterans Appreciation Day

Mayor Hall read a proclamation declaring November 11, 2019 as Veterans Appreciation Day in the City of Shoreline. Raymond Coffey, Chairman of the Shoreline Veterans Association; and Larry Fischer, Commander of the American Legion Starr Southerland Jr. Post 227, were on hand to accept the proclamation. Mr. Coffey recognized the contributions of Veterans who continue to serve the local community in various capacities and said it is important to reflect on these contributions. He issued an invitation for all to attend the upcoming Veterans Day program. Mr. Fischer thanked the Council for the recent recognition of the anniversary of the American Legion and shared examples of the Legion's involvement in the community.

3. REPORT OF CITY MANAGER

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

4. COUNCIL REPORTS

Deputy Mayor McConnell said there was a presentation at the SeaShore Transportation Forum on the Puget Sound Regional Council Airport Capacity Study. She said that by 2050 it is estimated that SeaTac will have double the current number of enplanements annually. She added that a representative from the Washington State Department of Transportation reported on the Washington State Active Transportation Plan; and she said she learned that October 31 is the most dangerous day of the year for pedestrian/bicycle fatalities.

5. PUBLIC COMMENT

Pam Cross, Shoreline resident, shared the repercussions of the lack of water and sewage facilities for those experiencing homelessness and said it is a City's obligation to provide basic services to all. She said it is important to make sustaining a healthy and clean environment part of the discussion on homelessness.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

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

- (a) Approving Minutes of Regular Meeting of October 14, 2019**
- (b) Authorizing the City Manager to Enter Into the 2019-2021 Commute Trip Reduction Program Implementation Agreement with King County**
- (c) Authorizing the City Manager to Execute an Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions with Merlone Geier Partners**

8. ACTION ITEMS

- (a) Public Hearing on Ordinance No. 872 - 2019-2020 Biennial Budget and the 2019-2024 Capital Improvement Plan Mid-Biennium Update

Sara Lane, Administrative Services Director; and Rick Kirkwood, Budget and Tax Manager; delivered the staff presentation. Ms. Lane outlined the budget review process and discussions to date. She stated the financial impact of the proposed amendments and established that a significant portion of the financial increases to the budget are offset by incoming revenue in the form of grants or by recognizing revenue that had not been anticipated earlier.

Ms. Lane said that if Proposition 1 passes there will be some additional necessary action because tonight's discussion only involves appropriations for the property acquisition for the ShARCC as well as the planning that has happened up to this point. She said that if it appears Proposition 1 is passing, staff intends to recommend a new ordinance contingent on certification of election results for excess levy based on estimated 2020 debt service.

Mayor Hall opened the public hearing. There was no public testimony. The public hearing was closed.

Councilmember Robertson asked what the next steps with the budget would be if State Initiative 976 passes. Ms. Lane responded that it would remove the City's vehicle license fee, and explained that the revenue from the fee supports the annual road resurfacing program and the

sidewalk repair program. She added that there would likely be secondary impacts to the streets fund. Ms. Lane said that the City will assess the impacts and the timing of the impacts and return to Council with suggestions for next steps.

Councilmember Roberts listed amendments he would like added to the Biennial Budget. His first request was to fund mailing a City-generated census flier to residents. He said the City loses federal dollars for every resident not counted, so it could easily be worth the expense. He added that since the census is predominantly online, the City should be prepared to provide support to residents who fall within the ‘hard-to-count’ category.

Councilmember Scully said he was selected for the census and there was a high level of engagement from the census bureau in the process. Based on his experience, he is not sure an additional mailer is necessary. He asked staff to verify and summarize the steps that are already being taken so the Council can evaluate whether an additional mailer would make an impact. Mayor Hall said he would like to know if some of the challenges of undercounting may be from populations that do not have a regular mailing address, so he would like to hear other outreach ideas from staff. Ms. Lane said staff would work on the proposed amendment.

Councilmember Roberts’ second suggested amendment was to strike the non site-specific Comprehensive Plan fee. He gave examples of instances in which large fees may prohibit people from participating in the process.

(b) Public Hearing on Ordinance No. 873 - Setting the 2020 Regular and Excess Property Tax Levies

Ms. Lane explained that proposed Ordinance No. 872 provides for the fee schedules and Proposed Ordinance No. 873 sets the regular and excess property tax levies, which together create the City’s full source of revenues. She said that the Ordinance would set the amount regular levy increase at the CPI amount and added that there is an anticipated decrease in the rate this year. Ms. Lane described the status and rate of the 2006 excess levy. She displayed a graph of the 2019 Property Tax Levy Allocation. She said the fee schedules generally have been increased by the June-to-June percentages of the CPI-U and listed the schedules with notable changes.

Mayor Hall opened the public hearing. There was no public testimony. The public hearing was closed.

Mayor Hall said it was valuable to be reminded that while property tax assessments are going up, it does not automatically mean homeowners pay more taxes; he also pointed out Shoreline’s tax rate is going down and that the City only receives a small portion of property taxes collected.

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

Sara Lane, Administrative Services Director; and Rick Kirkwood, Budget and Tax Manager, delivered the staff presentation. Mr. Kirkwood described Ordinance No. 870 as the culmination of work done to make mandatory amendments to Chapters 3.22 and 3.23 of the Shoreline Municipal Code to comply with the Association of Washington Cities' (AWC) model ordinance for Business & Occupation Tax. He listed the legislation that led to the mandatory amendments and stated that the effective dates were established by House Bills 1403 and 1059.

Councilmember Scully asked what would happen if the Ordinance is not approved. Mr. Kirkwood responded that it must be adopted for the City to collect the Business & Occupation Tax.

The Council agreed the Ordinance should return as a Consent Item.

(b) Discussion of the Sound Cities Association Statement of Principles Related to the Proposed King County Regional Authority on Homelessness

Colleen Kelly, Community Services Division Manager, delivered the staff presentation. She explained that the Sound Cities Association (SCA) is looking for feedback from member cities on the draft Statement of Principles. She started off the discussion by providing background on the history of regional homelessness and the support services systems. She said that while more support services have been created, the demand has increased faster than the services have expanded, and the fragmented system is considered a key barrier to effective services.

Ms. Kelly provided background on King County and the City of Seattle's collaboration with consultants and community partners on the development of a Regional Action Plan, which includes a series of recommendations from the National Innovation Services Team. She said tonight's focus is on the recommendation to "Consolidate homelessness response services and systems under one regional authority", which is supported by King County Executive Dow Constantine and Seattle Mayor Jenny Durkan. She reviewed the current proposal to charter a new King County Regional Homelessness Authority and to execute an Interlocal Agreement (ILA), both of which are under deliberation by King County and Seattle.

Ms. Kelly described the details of the ILA and Charter, stating that the Charter is focused on the particulars of establishing the Public Development Authority (PDA) including the associated constraints and obligations; and the ILA focuses on the Agreements between the entities to establish funding and includes the option for additional eligible parties to sign on to the effort going forward. She reviewed the proposed PDA's programs and system scope and funding. Ms. Kelly defined the authority of each component of the proposed governance structure, which includes a steering committee of elected representation; a governing board of people with an expertise in homelessness services; and an advisory committee, which may include the Continuum of Care Board. She described the sub-regional planning strategies and shared details of the ILA and Charter planning cycle. The planning guidance for the PDA includes the Regional Action Plan and a Five-Year Plan, providing both framework and guidance for operational implementation.

Ms. Kelly said that the draft Statement of Principles under discussion tonight were developed by SCA staff and that the conversation will provide guidance for Councilmember Roberts in his role

on the Public Issues Committee (PIC) of the SCA. Ms. Kelly provided some policy questions for Council's consideration, shared the timeline for the next legislative steps, and displayed the Statement of Principles to be discussed.

Councilmember Roberts described the roles of the Sound Cities Association and the Regional Policy Committee in this process. Mayor Hall clarified that this is the best opportunity for the Council to provide input for Councilmember Roberts to take back to the PIC meeting prior to the scheduled adoption on November 13, 2019.

Councilmember Chang said she is surprised with how much authority is given to the governing board, and the diminished role of the steering committee. She noted that after the first five-year period the governing board would have less outside influence coming in, which would hinder the ability to change direction.

Councilmember Scully said that while the PDA will not have independent taxing authority, the ILA indicates that Seattle and King County will funnel money to the PDA to spend as it sees fit. Councilmember Roberts added that the governing board has the opportunity to buy and sell property, so while they may not be able to raise taxes, they would have the ability to dispose of government properties.

Councilmember Chang asked the significance of the reference to eminent domain in the Charter. Ms. Kelly said she would research and report back to the Council. Upon questioning, Margaret King, City Attorney, said that the charter language stating "anything a natural person may do" is standard language for defining the corporation's scope of authority and noted one of the provisions states that the PDA will not have eminent domain authority. Councilmember McGlashan referred to the SCA handout explaining the scope of the King County Regional Homelessness Authority and confirmed that the restrictions were embedded in the current legislation.

Councilmember Scully emphasized that a centralized regional effort to address homelessness is necessary. He shared an example of the inefficiencies and challenges of the current system's fragmentation, and said the current proposed management structure is a result of provider input. He said he agrees with Councilmember Chang's concerns about governance and stated if a new governance structure is being established, elected officials should be the ones to set policy. He expressed his objection to the rigidity of the guidelines for certain areas of the decision making. Councilmember Scully concluded that he thinks there is general agreement on the policy objectives, so he hopes SCA does not get hung up on the details.

Councilmember McGlashan agreed that elected officials should make the higher level decisions. He said he has heard feedback that the community does not want another layer of government and that unless there is an established taxing authority, there is concern that most of the funding will go to the City of Seattle or King County. He asked if equity of resource allocation had been addressed, and Ms. Kelly responded that that conversation may be part of the sub-regional planning. She noted that cities are invited to sign on to the ILA without making a financial commitment. Councilmember McGlashan asked what would motivate the Authority to allocate funding to cities that were not making a financial contribution. Ms. Kelly replied that it is within the County's purview to make sure services are delivered countywide and specified that a large

portion of the funding source is from levy income throughout the County. It was clarified that even if cities do not participate in the ILA, they are still eligible for county monies.

Councilmember McGlashan asked if other counties in the region were questioning why the PDA only includes King County. Ms. Kelly said the current structure for addressing homelessness tends to be county-centric, based on the federal government's established Continuum of Care requirements, and she is not aware of there being exploration of trying to team with other counties. Councilmember McGlashan said he hopes that SCA can be as involved as Seattle and King County are. Ms. Kelly said that some of the value in asking other jurisdictions to join is for regional alignment of policy and programming.

Councilmember Robertson said she appreciates the Guiding Principles acknowledging the level of skepticism and criticism that exists in the community about the PDA. She expressed frustration that it will be some time before systems are established and action is taken, since the issue of homelessness is glaring. Ms. Kelly suggested requesting that a statement be added encouraging an expedited planning process.

When asked if the content of the ILA will be adapted for individual cities to accommodate particular needs, Ms. Kelly said it is her understanding that the existing ILA is meant to accommodate any parties that sign on, and she is not sure if customization has been contemplated.

Deputy Mayor McConnell is concerned that the plan is too bureaucratic. She asked how the Council could support advocating for expedited action being taken.

Mayor Hall said there is a broad perception that the current system is not doing enough to address homelessness. While the proposed alternative system may not be perfect, he feels that Seattle and King County are making an attempt to improve it and he does not want Shoreline or the SCA to delay their efforts. Since the status quo has turned out to not be effective, the worst-case scenario is that the changes do not work; and the best case is a more consistent way of evaluating people's needs and getting them into housing is created.

Mayor Hall said it will be interesting to learn how some points of the Statement of Principles are implemented, and he is curious to see how 'equitable distribution' will be interpreted. He added that the statement "*the acute crisis in Seattle affects the rest of the region*" sounds like an 'us versus them' statement and implies that the crisis is only acute in Seattle, which may put Seattle in a defensive position. He says his preference would be to suggest that, in the spirit of regional cooperation, no particular cities are called out. Councilmembers McGlashan and Roberts agreed with this and Councilmember Roberts said that it may be difficult to get this change made, but he will suggest it.

Mayor Hall said he likes the incentive to balance the power established by encouraging SCA member cities to join in order to gain an additional Sound Cities seat on the PDA but asked why SCA is being given a vote when not providing funding. He does not want to set Shoreline up to be obliged to provide additional tax revenue to pay into the Authority.



Councilmember McGlashan said it sounds like the goal of the SCA's Statement of Principles is to ask for as much as possible. Councilmember Roberts replied that the main focus has been on influencing the governance structure and securing two seats on the Board, everything else is aspirational. He said there are a few SCA member cities that are reluctant to join and stated that many of the core cities agree that this PDA is an approach that could work. He said his understanding is that most of the reluctance to the proposal is coming from King County Councilmembers, the most notable being the question of why a new PDA is needed in the first place. He elaborated that the question has been asked if Seattle can just give its funding to King County and then King County would disperse funds to the service providers, which would eliminate additional administrative costs that come with duplication of services and loss of efficiency in transferring service obligations from government to non-profit. He said it seems that the King County Council does not have much support for the proposal.

Councilmember Chang said she is intrigued by the idea of having King County administer the program. She asked for clarification on how prioritization would work, and Councilmember Roberts shared examples.

Councilmember Scully said he hopes Shoreline does not stop its local efforts to combat homelessness. He said the PDA is about governance, not about fixing homelessness. He reminded Council that Shoreline has an obligation to figure out the support gaps for our local population experiencing homelessness.

Mayor Hall reviewed the steps Shoreline has already taken to address homelessness and agreed that the local work will directly attend to more issues than regional governance. He said he feels that the City should not present obstacles to the proposed PDA.

Mayor Hall summarized that the Council is generally supportive of the draft Statement of Principles and Shoreline will continue to pay attention to how governance and regionalization and equity will work in the PDA. Councilmember Scully said it is hard to get SCA and PIC to sway, and in order to maximize the possibility for change he recommends limiting the suggestions for Councilmember Roberts to communicate. Councilmember Roberts concluded that he has sufficient direction to provide feedback to the PIC.

## 10. ADJOURNMENT

At 8:41 p.m., Mayor Hall declared the meeting adjourned.

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Jessica Simulcik Smith, City Clerk

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

Monday, November 25, 2019  
5:45 p.m.

Conference Room 303 - Shoreline City Hall  
17500 Midvale Avenue North

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

**ABSENT:** None

**STAFF:** Debbie Tarry, City Manager; John Norris, Assistant City Manager; Jim Hammond, Intergovernmental Program Manager; and Allison Taylor, Deputy City Clerk

**GUESTS:** Senator Jesse Salomon; Representative Cindy Ryu; and Debora Munguia, Capitol Consulting, LLC.

At 5:45 p.m., the meeting was called to order by Mayor Hall. It was announced that Representative Lauren Davis was unable to attend tonight's meeting, and that Senator Salomon and Representative Ryu were both delayed in traffic. While waiting for their arrival the Councilmembers reviewed the City's Legislative Priorities and engaged in conversation regarding changes to annexation law with staff and Debora Munguia, the City's lobbyist. The potential funding impacts of the passage of State Initiative 976 were discussed, as were the pending lawsuits in reaction to the Initiative.

The recent meeting for stakeholders of the Fircrest Campus, hosted by the Department of Natural Resources and the Office of Financial Management, was discussed and Jim Hammond, Intergovernmental Program Manager, explained that the focus of the conversation was on taking feedback to inform reporting. He said it was clear the top priority is to look out for the interests of the residents and there was discussion on how the land use of the campus is not efficient. It was stated The Department of Social and Health Services indicated an interest in designing a Campus Master Plan that includes behavioral health and nursing care facilities, but that planning is halted until the City's Moratorium on acceptance and filing of all applications for Master Development Plan permits and Essential Public Facility Special Use Permits expires. There was concern expressed that the School District was not present at the meeting, and the importance of their role as stakeholders was mentioned.

Representative Cindy Ryu arrived at 6:07 p.m. and Senator Jesse Salomon arrived at 6:09 p.m.

Representative Ryu gave an overview of her current activities in the legislature and described the funding challenges associated with the budget.

Senator Salomon shared that his work in the Senate provides him with a variety of opportunities to be engaged in policymaking, and said he is currently active on four committees, and listed some of his actions and priorities.

Mr. Hammond reviewed the City's planned Legislative Priorities for 2020. He said the City is reviewing the repercussions of the passage of State Initiative 976 and listed some of the transportation projects that may potentially be impacted by the loss of revenue. There was general discussion about the potential countywide funding impacts and the affected stakeholders in King County.

Ms. Munguia gave an overview on past annexation legislation and shared her perspective on the upcoming changes to annexation laws.

Upon request by Representative Ryu, Mr. Hammond recapped the earlier mentioned meeting for invited stakeholders in the Fircrest Campus property. The City's efforts toward supporting behavioral health facilities was reviewed, and the land use designation requirements were discussed.

The continued regional need for mental health support and services was acknowledged.

Councilmember Roberts arrived at 6:45 p.m.

Senator Salomon said he supports the passage of the Moratorium, which affords the City time to review and amend the criteria.

Representative Ryu asked what the City's next steps would be regarding the Aquatics and Community Center in light of the rejection of the bond measure and was told the City will be discussing alternatives and options for the next several months.

At 6:53 p.m. the meeting adjourned.

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Allison Taylor, Deputy City Clerk

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

<b>AGENDA TITLE:</b>	Approval of Expenses and Payroll as of November 22, 2019
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Sara S. Lane, Administrative Services Director

**EXECUTIVE / COUNCIL SUMMARY**

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

**RECOMMENDATION**

Motion: I move to approve Payroll and Claims in the amount of \$3,736,380.23 specified in the following detail:

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
10/20/19-11/2/19	11/8/2019	88101-88360	16776-16798	76735-73740	\$727,335.31
Prior period void/reissue			16741/16799		\$0.00
11/3/19-11/16/19	11/22/2019	88361-88619	16800-16820	76829-76836	\$930,578.69
					<u>\$1,657,914.00</u>

**\*Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
10/21/2019	1154	\$36,385.65
		<u>\$36,385.65</u>

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
11/14/2019	76685	76709	\$205,081.75
11/14/2019	76710	76716	\$669.00
11/14/2019	76717	76725	\$61,765.85
11/14/2019	76726	76732	\$2,196.13

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
11/14/2019	74450	74450	(\$22.39)
11/14/2019	76733	76734	\$2,890.39
11/19/2019	76741	76741	\$11,130.60
11/19/2019	76742	76743	\$59,465.41
11/20/2019	76730	76730	(\$150.00)
11/20/2019	76744	76778	\$215,057.06
11/21/2019	76779	76814	\$1,394,641.35
11/21/2019	76815	76819	\$646.00
11/21/2019	76820	76826	\$11,983.43
11/21/2019	76801	76801	(\$3,652.26)
11/21/2019	76827	76827	\$3,652.26
11/21/2019	76828	76828	\$76,726.00
			<u>\$2,042,080.58</u>

Approved By: City Manager **DT**

City Attorney **MK**

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

<b>AGENDA TITLE:</b>	Adopting the 2020 State Legislative Priorities
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Jim Hammond, Intergovernmental Program Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Staff has drafted proposed 2020 Legislative Priorities for the upcoming State Legislative Session. For 2020, staff proposes the continuation of efforts to secure funding and/or other legislative support for: a bike/pedestrian bridge at N 148<sup>th</sup> Street that would connect neighborhoods to the Shoreline South/145<sup>th</sup> Street light rail station; the 145<sup>th</sup> Street/Interstate-5 interchange; and a Fircrest Campus redevelopment that aligns with City goals.

In terms of policy, staff proposes to seek passage of legislation that would:

- Make changes to allowed annexation processes;
- Continue to request measures to support local government financial sustainability and flexibility including new financial resources for transportation, especially in light of the recent passage of I-976;
- Support efforts to continue to address homelessness and affordable housing
- Pursue creation of a tax increment financing option for cities;
- Advocate for a watershed-based approach to tackling fish-blocking culverts; and
- Support legislation that addresses climate change impacts, particularly in the transportation sector.

At its November 25<sup>th</sup> meeting, the City Council reviewed and discussed the proposed 2020 Legislative Priorities. Pursuant to Council direction, staff has revised the Priorities. Tonight, Council is scheduled to adopt the 2019 Legislative Priorities.

**RESOURCES/FINANCIAL IMPACT:**

This item has no direct financial impact.

**RECOMMENDATION**

Staff recommends that the City Council adopt the 2020 State Legislative Priorities.

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

## **BACKGROUND**

2020 is the second year of the State's 2019-2021 biennium, or "short" legislative session, which is scheduled to last 60 days. The City's legislative priorities provide policy direction in a highly fluid and dynamic legislative environment. They guide staff in determining whether the City supports or opposes specific legislation and amendments in Olympia during the legislative session. The City actively monitors legislative proposals at the state level, as success in advancing the City's position in Olympia depends on providing accurate and timely information to Legislators and their staff that illustrates the impacts of pending legislation on Shoreline.

The legislative priorities are the general policy positions that provide staff and Council representatives the flexibility to respond to requests for information and input. Key topics of legislation that do not fall under the adopted Legislative Priorities will be presented to the Council in regular briefings. The City also continues to partner with the Association of Washington Cities (AWC) and Sound Cities Association (SCA), which provides a consistent voice and a strong presence for cities in Olympia.

At its November 25<sup>th</sup> meeting, the City Council reviewed and discussed the proposed 2020 State Legislative Priorities (Priorities). The staff report for this November 25<sup>th</sup> Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport112519-9b.pdf>.

## **DISCUSSION**

At its November 25<sup>th</sup> meeting, the City Council reviewed the draft Priorities. During the course of its review, Council, by consensus, directed staff to make three modifications:

1. Change the sub-header at the top of the Legislative Priorities from "Shoreline-Specific Interests" to "Shoreline-Specific Priorities";
2. Add a fifth Shoreline-Specific Priority: "Restore to Transportation Benefit Districts the authority for councilmanic Vehicle License Fees"; and
3. In the first item under "Legislative Issues the City Supports", add the phrase, "for cities and metropolitan planning organizations" to the end of that item.

Pursuant to this Council direction, staff has revised the Priorities, which are attached to this staff report as Attachment A.

## **RESOURCES/FINANCIAL IMPACT**

This item has no direct financial impact.

## **RECOMMENDATION**

Staff recommends that the City Council adopt the 2020 State Legislative Priorities.

## **ATTACHMENTS**

Attachment A: Final 2020 State Legislative Priorities





## 2020 Shoreline Legislative Priorities

### Shoreline-Specific Priorities:

- Pursue funding support for a non-motorized pedestrian/bike bridge to integrate connections to the Shoreline South/145<sup>th</sup> Street light rail station.
- Maintain project visibility for the N 145<sup>th</sup> Street/I-5 Interchange as a strong candidate for any state transportation package.
- Partner with State agencies to seek legislative action that supports City goals and the long-term vision of an approved Fircrest Master Development Plan.
- Seek passage of legislation which would provide code cities the ability to annex unincorporated areas pursuant to a cooperative interlocal agreement.
- Restore to Transportation Benefit Districts the authority for councilmanic Vehicle License Fees.

### Legislative Issues the City Supports:

- Pursue a comprehensive set of transportation policies that provide new financial resources and local funding options for cities and metropolitan planning organizations.
- Preserve city fiscal health with secure funding sources.
  - Remove the existing 1% property tax limitation or revise by indexing it to inflation, population growth, or some related indicator.
- Continue to address homelessness and opportunities to increase affordable housing at the state and local level through incentives and support, while avoiding mandates.
- Pursue the creation of a tax increment financing option for cities
- Continue to advance a watershed-based approach and strategic plan to address local fish-blocking culverts along with state culverts, and provide significant local funding.
- Support legislation that addresses climate change impacts, specifically in the transportation sector.

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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Accept \$94,000 in Department of Commerce Grant Funding for Creation of a Housing Action Plan
<b>DEPARTMENT:</b>	Planning and Community Development
<b>PRESENTED BY:</b>	Nora Gierloff, Planning Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Staff is requesting that Council authorize the City Manager to execute an interagency agreement with the Washington State Department of Commerce for a \$94,000 Growth Management Services Grant that funds creation of a Housing Action Plan for Shoreline. The grant funds would allow the City to hire a consultant to complete a Housing Action Plan that would include performing a deeper analysis of existing housing conditions (Housing Needs Assessment), evaluating the effectiveness of the current incentives, identifying additional housing tools and types (Housing Toolkit), expanding public outreach efforts, and developing a prioritized schedule of strategies to address community housing needs (Housing Action Plan). This work would also set the stage for an update to the Housing Element of the Comprehensive Plan, which is due to occur by 2023.

Staff applied for the competitive grant on September 30, 2019 and notification of the grant offer was received on November 6, 2019. The grant agreement will expire on June 15, 2021. In accordance with the City's purchasing policies, Council authorization is required in order for staff to obligate grant funds exceeding \$50,000.

**FINANCIAL IMPACT:**

The City will issue an RFP to hire a consultant team with expertise in working with demographic, income and property data, facilitating public outreach and analyzing housing policy to develop the Housing Action Plan. Costs for each task have been estimated based on contracts for similar housing analysis work performed for the cities of Tacoma and Edmonds so it is anticipated that the grant funding will cover the entire scope of work. All in-house City staff work including project management, preparation and mailing of notices, meeting and open house attendance, review of deliverables, and grant management would be an in-kind contribution to the project.

## **RECOMMENDATION**

Staff recommends that the Council move to authorize the City Manager to execute an interagency agreement with the Department of Commerce for a \$94,000 Growth Management Services Grant that funds creation of a Housing Action Plan for Shoreline.

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

## **BACKGROUND**

As of 2017, over one-third of Shoreline's households paid 30% or more of their income for housing costs. Among renters 43% are cost burdened, with 22% extremely cost burdened, and among homeowners, 29% are cost burdened, with 10% extremely burdened. The vast majority of the new housing under construction in Shoreline is higher cost townhouses and rental apartments, so these cost-burdened numbers will likely increase without action to increase affordable housing preservation and production. Shoreline has adopted a progressive set of regulations and incentives for housing in its station areas and has seen rapid redevelopment as a result.

## **DISCUSSION**

Staff is requesting that Council authorize the City Manager to execute an interagency agreement with the Washington State Department of Commerce (Attachment A) for a \$94,000 Growth Management Services Grant that funds creation of a Housing Action Plan for Shoreline.

The grant funds would allow the City to hire a consultant to complete a Housing Action Plan that would include performing a deeper analysis of existing housing conditions (Housing Needs Assessment), evaluating the effectiveness of the current incentives, identifying additional housing tools and types (Housing Toolkit), expanding public outreach efforts, and developing a prioritized schedule of strategies to address community housing needs (Housing Action Plan). This work would also set the stage for an update to the Housing Element of the Comprehensive Plan, which is due to occur by 2023.

The Action Plan will evaluate the effectiveness of incentives and regulations and make recommendations for fine tuning or adding additional tools. The Plan will also explore how to ensure that the current rapid growth in the City's housing stock does not leave out our cost-burdened residents, including those in the "missing middle" earning 80% to 120% AMI. The Council has specifically mentioned cottages, tiny houses and more options for ADUs as areas to explore. By developing options for additional housing types for densities between single family and mid-rise apartments Shoreline could diversify its housing stock and promote infill in lower density residential zones.

Staff applied for the competitive Department of Commerce grant on September 30, 2019 and notification of the grant offer was received on November 6, 2019. The grant agreement will expire on June 15, 2021. In accordance with the City's purchasing policies, Council authorization is required in order for staff to obligate grant funds exceeding \$50,000.

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

This project helps to implement City Council Goal 1: Strengthen Shoreline's economic climate and opportunities. The Council goals include an action step of "Encourage affordable housing development in Shoreline and engage the community to determine which additional housing types and policies may be appropriate for Shoreline and codify standards for selected styles."

## **FINANCIAL IMPACT**

The City will issue an RFP to hire a consultant team with expertise in working with demographic, income and property data, facilitating public outreach and analyzing housing policy to develop the Housing Action Plan. Costs for each task have been estimated based on contracts for similar housing analysis work performed for the cities of Tacoma and Edmonds so it is anticipated that the grant funding will cover the entire scope of work. All in-house City staff work including project management, preparation and mailing of notices, meeting and open house attendance, review of deliverables, and grant management would be an in-kind contribution to the project.

## **RECOMMENDATION**

Staff recommends that the Council move to authorize the City Manager to execute an interagency agreement with Commerce for a \$94,000 Growth Management Services Grant that funds creation of a Housing Action Plan for Shoreline.

## **ATTACHMENT**

Attachment A: Interagency Agreement Between the City of Shoreline and the Department of Commerce for HB 1923 Grant to Adopt a Housing Action Plan



# Department of Commerce

Attachment A

## **Interagency Agreement with**

City of Shoreline

through

Growth Management Services

## **For**

E2SHB 1923 Grant to adopt a housing action plan

## **Start date:**

Date of Execution

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**Attachment A, Scope of Work**

**Attachment B, Budget**

## FACE SHEET

Contract Number: 20-63314-024

**Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
HB 1923 Grant**

<b>1. Contractor</b> City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Nora Gierloff Planning Manager (206) 801-2551 <a href="mailto:ngierloff@shorelinewa.gov">ngierloff@shorelinewa.gov</a>		<b>4. COMMERCE Representative</b> Valerie Smith Senior Planner (360) 725-3062 <a href="mailto:valerie.smith@commerce.wa.gov">valerie.smith@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$94,000		<b>6. Funding Source</b> State of Washington	
		<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2021
<b>9. SWV #</b> SWV0009391-00		<b>10. UBI #</b> 601-638-167	
<b>11. Contract Purpose</b> E2SHB 1923 (2019) grant funding to address housing affordability.			
<b>12. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Debra S. Tarry, City Manager City of Shoreline  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.</b>	



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed **ninety-four thousand dollars (\$94,000)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

**4. EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63314-024. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 28, 2019, the effective date of Engrossed Second Substitute House Bill 1923 (2019). To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**SPECIAL TERMS AND CONDITIONS  
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Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE. However, the final deliverable for this grant must be remain thirty percent (30%) of the total grant award and payment for this final deliverable is contingent upon submittal of a copy of the final, adopted local action.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability or risk pool program and shall be responsible for losses for which it is found liable.

**7. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. OWNERSHIP OF MATERIALS DISCLAIMER**

Under Section 6 – "Copyright", in the General Terms and Conditions, COMMERCE does not retain an ownership claim for any original copies of Materials adopted and submitted by the CONTRACTOR.

**9. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS  
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**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Up to ten percent of the contract amount for each activity may be moved to another activity without a contract amendment.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of

**GENERAL TERMS AND CONDITIONS  
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Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS  
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**9. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS  
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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

**GENERAL TERMS AND CONDITIONS  
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COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS  
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**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



## Scope of Work

Steps / Deliverables	Description	End Date
Action 1	<b>Housing Needs Assessment</b>	
Step 1.1	<p><b>Document Current Conditions</b></p> <p>Data should document the type and age of housing within the community, and the demographics of the households within the communities. It should look across income segments and identify how many households in each income segment are paying more than 30 percent of their income for housing costs (cost burdened). It should also identify existing housing for special needs populations.</p>	4/30/2020
Step 1.2	<p><b>Analyze Population and Employment Trends</b></p> <p>Population analysis should consider whether Shoreline’s growth is on track to accommodate the city’s portion of the countywide population allocation projected over the 20-year planning period, along with regional population trends. The analysis should also project population demographics and income levels for the planning period and identify the types and densities of housing that are needed for housing suitable and affordable for all demographic and economic segments. This analysis should specifically consider underserved categories such as senior independent and assisted living. For more information see WAC 365-196-410. Employment trends should look at the jobs in the region, along with the income levels of the jobs, and may consider the jobs/housing balance in the community. Does the new housing stock being built match the future population needs?</p>	5/31/2020
<b>Deliverable 1</b>	<b>Housing Needs Assessment</b>	<b>5/31/2020</b>
Action 2	<b>Housing Toolkit to Address Unmet Housing Needs</b>	
Step 2.1	<p><b>Analyze Existing Affordable Housing Regulations and Incentives</b></p> <p>Inventory Shoreline’s current regulatory and financial incentives for affordable housing including parking, density bonuses, height increases, and fee waivers. Quantify the number and, where possible, affordability of units that have been created under Shoreline’s existing zoning and incentives over the past 5 years, including pipeline projects. Identify the most effective measures. Identify incentives that have not been used and regulations that limit or discourage quality, affordable housing.</p>	7/31/2020

Steps / Deliverables	Description	End Date
Step 2.2	<p><b>Recommend New Tools</b></p> <p>Identify additional tools relevant to Shoreline’s housing needs including new housing types, incentives, regulations, partnerships and resources. Specific recommendations should be made for “missing middle” housing including cottage housing, tiny houses and ADUs. Describe the purpose and target population for each tool, provide examples from other jurisdictions, and evaluate the feasibility of the tool in Shoreline. Policy actions can be evaluated on whether they are short term, or long term, how effective they are, or whether they have a fiscal impact.</p>	8/31/2020
Step 2.3	<p><b>Identify Strategies to Minimize Displacement</b></p> <p>Economic displacement occurs where low-income residents are forced out of traditional low-cost areas as redevelopment occurs and rents rise. Strategies to minimize displacement include preserving existing affordable housing, encouraging greater housing development, including, but not limited to affordable housing (so more housing is available for all income segments), engaging existing residents in identifying strategies, and taking a broader look using regional rather than localized strategies.</p>	8/31/2020
<b>Deliverable 2</b>	<b>Housing Toolkit</b>	<b>8/31/2020</b>
Action 3	<b>Review Housing Element</b>	
Step 3.1	<p><b>Recommend Updates</b></p> <p>Evaluate the housing element goals and policies for items that have been implemented/achieved since adoption. Identify whether new comprehensive plan goals or policies are needed to support new tools identified in the Housing Toolkit that promote the size and types of housing that can be affordable to most economic segments of the population. Recommend any new or modified goals and policies needed to address underserved housing types or populations identified in the Housing Needs Assessment.</p>	10/30/2020
<b>Deliverable 3</b>	<b>Housing Element Update Recommendations</b>	<b>10/30/2020</b>
Action 4	<b>Public Outreach and Input</b>	

Steps / Deliverables	Description	End Date
Step 4.1	<p><b>Invite Comments at Key Points</b>            Conduct focus groups or interviews with key stakeholder groups such as housing developers. Invite broad participation from all parts of the community through a survey, open house, public hearing or other means to understand and communicate the issues around housing. Members of the public can provide information and perspective on how the community can meet the state requirements to plan for housing affordable to all economic segments.</p>	3/31/2021
Step 4.2	<p><b>Visual Communication</b>            Create visual aids to communicate the purpose of the project and explain the different tools and policy options through use of diagrams, photographs, infographics, and fact sheets.</p>	4/30/2021
Deliverable 4 A	<p><b>Develop a communications plan for the project.</b></p>	4/17/2020
Deliverable 4 B	<p><b>Conduct innovative public outreach through a variety of techniques.</b></p>	4/30/2021
Action 5	<p><b>Housing Action Plan</b></p>	
Step 5.1	<p><b>Summary of Findings</b>            Summarize the key analysis, comments, issues and recommendations from Tasks 1-4.</p>	3/31/2021
Step 5.2	<p><b>Non-Project SEPA Analysis</b>            Draft a SEPA checklist for the draft Plan, distribute it and respond to comments.</p>	11/30/2020
Step 5.3	<p><b>Recommended Actions</b>            Propose a cohesive set of actions including regulations, incentives, partnerships and policy updates tailored to Shoreline's specific needs and conditions. Include a timeline for accomplishing these changes and budget implications for any consultant support, environmental review, waived fees or staffing necessary for the work.</p>	4/30/2021
Deliverable 5	<p><b>Housing Action Plan</b></p>	5/31/2021

## Budget

Action / Deliverables	Commerce Funds
<i>Action 1. Housing Needs Assessment</i>	\$11,800
<i>Action 2. Housing Toolkit to Address Unmet Housing Needs</i>	\$24,000
<i>Action 3. Review Housing Element</i>	\$9,000
<i>Action 4. Public Outreach and Input</i>	\$21,000
<i>Action 5. Housing Action Plan</i>	\$28,200
<b><i>Total:</i></b>	<b><i>\$94,000</i></b>

NOTE: The final deliverable for this grant represents thirty percent (30%) of the total grant award and payment is contingent upon submittal of a copy of the final, adopted local action (ordinance).

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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute an Amendment with The Blueline Group, LLC in the Amount of \$250,000 for Development Review Services for the Sound Transit Lynnwood Link Extension Light Rail Project
<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:**

The Blueline Group, LLC has been providing development review support to the City, specifically for the Sound Transit permit process since March 2019. Permit review and development support is now anticipated to extend mid-way into 2020.

Tonight, Council is being asked to authorize the City Manager to execute an amendment to the contract with The Blueline Group, LLC to continue with development review support for the Sound Transit Lynnwood Link Extension Light Rail Project in Shoreline.

**RESOURCE/FINANCIAL IMPACT:**

The current contract amount for The Blueline Group, LLC is \$245,000 and the amount of this proposed contract amendment is \$250,000. The costs for this contract are included in the City Manager's Office budget for Light Rail Stations and is directly reimbursed by Sound Transit through the Expedited Permitting, Construction Services, and Reimbursement Agreement for the Lynnwood Link Extension Project.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute an amendment with The Blueline Group LLC in the amount of \$250,000 for a contract total of \$495,0000.

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

## **BACKGROUND**

On June 17, 2017, the City Council authorized the City Manager to execute a contract with the Blueline Group, LLC (Blueline) expressly for review of the Sound Transit Lynnwood Link Extension (LLED) Light Rail Project. The staff report for this Council authorization can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport061719-7b.pdf>.

At that time, City staff estimated that Sound Transit's project permits would be fully reviewed and issued by the end of December 2019. While 'early work' permits have been issued for the project, issuance of the 'main package' permits (primary construction permits for the light rail guideway, stations, garages, and systems) have been delayed and the review is on-going. Reviews for initial issuance of the main package permits are now estimated to continue through March of 2020. Following main package permit issuance, there will be a large volume of planned submittals from the contractors and revisions anticipated based on actual field conditions or changes requested by the contractors for a variety of reasons. Development review support will continue throughout construction of the project, although the volume is anticipated to significantly reduce by the end of 2020.

## **ALTERNATIVES ANALYZED**

Over the past six months, the City has utilized Blueline for permit review services for the Sound Transit LLE project in lieu of City staff performing this work. Continuing with the same Blueline personnel, who are currently providing support, will provide for the best service and effective delivery of the LLE Project permits.

Staff considered the following alternatives in preparing this request:

1. Amend the contract with Blueline (**recommended**) – The Blueline Group have provided excellent support on this project. Continuing with the same Blueline Group personnel provides for continuity and minimizes the need for any additional training or project familiarization.
2. Fill the vacancy with a new Term Limited position (not recommended) – The majority of this work will take place over the next four months. The time it will take to hire staff is typically a couple of months. This would impact the ability to timely deliver permits and would result in impacts to the construction schedule. This option would also necessitate additional training and project familiarization of a new hire by the City's Light Rail Project Manager.
3. Utilize existing staff (not recommended) –The Development Review Engineering Team currently has one position vacant due to the recent transfer of one Development Review Engineer to the Surface Water Division. Adding the LLE Permit review work would result in significant delays to civil reviews and impact customer service of other development projects within the City.

Given these alternatives, staff recommends continuing to use Blueline for permit review to maintain continuity of the project review team and not impact customer service to other development projects within the City.

### **RESOURCE/FINANCIAL IMPACT**

The current contract amount for The Blueline Group, LLC is \$245,000 and the amount of this proposed contract amendment is \$250,000. The costs for this contract are included in the City Manager's Office budget for Light Rail Stations and is directly reimbursed by Sound Transit through the Expedited Permitting, Construction Services, and Reimbursement Agreement for the Lynnwood Link Extension Project.

### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute an amendment with The Blueline Group LLC in the amount of \$250,000 for a contract total of \$495,0000.

### **ATTACHMENTS**

Attachment A: Amendment #1 to the Blueline Group, LLC Contract - Scope of Work

The Blueline Group LLC shall provide Civil Site Development Review services including, but not limited to, the following tasks:

1. Review permit plans and documentation to determine compliance with City codes, Ronald Wastewater District utility codes, Department of Ecology stormwater requirements and other relevant codes, regulations, and statutes.
2. Prepare review comment letters for distribution to permit applicants.
3. Provide assigned personnel at Shoreline City Hall to answer questions from applicants, developers, citizens and other parties, as directed by the City's project manager.
4. Communicate with City Staff and applicants on the status of permits and review issues.



# Fee Schedule

## Sound Transit Development Review

Job Number: 18-374  
 Date: November 13, 2019

Prepared By: Deanna Martin, PE  
 Reviewed By: Rob Dahn, PE

Task #	Base Tasks	Principal/ Sr Project Manager		Project Engineer		Engineer		Total Hours	Total Cost	Total Cost (Rounded)
		\$210/hr		\$178/hr		\$158/hr				
		Hours		Hours		Hours				
003	Sound Transit In House Review	0	\$ -	0	\$ -	572	\$ 90,376	572	\$ 90,376	\$ 90,400
004	Project Management	102	\$ 21,420	0	\$ -	0	\$ -	102	\$ 21,420	\$ 21,400
103	Sound Transit Offsite Engineer Review	0	\$ -	0	\$ -	858	\$ 135,564	858	\$ 135,564	\$ 135,600
999	Reimbursables (Allowance)								\$ 2,600	\$ 2,600
<b>TOTAL</b>		<b>102</b>	<b>\$ 21,420</b>	<b>0</b>	<b>\$ -</b>	<b>1,430</b>	<b>\$ 225,940</b>	<b>1,532</b>	<b>\$ 249,960</b>	<b>\$ 250,000</b>

## Fee Schedule

### Sound Transit Development Review

003 Sound Transit In House Review		Principal/ Sr Project Manager		Project Engineer		Engineer			
Item #	Description	\$210/hr		\$178/hr		\$158/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE		
1	Inhouse Review Full Time for 3 Months	0.0	\$ -	0.0	\$ -	520.0	\$ 82,160	520.0	\$ 82,160
2	Anticipated 10% overtime	0.0	\$ -	0.0	\$ -	52.0	\$ 8,216	52.0	\$ 8,216
<b>Total</b>		<b>0.0</b>	<b>\$ -</b>	<b>0.0</b>	<b>\$ -</b>	<b>572.0</b>	<b>\$ 90,376</b>	<b>572.0</b>	<b>\$ 90,376</b>
<b>003 Not to Exceed</b>									<b>\$ 90,400</b>

004 Project Management		Principal/ Sr Project Manager		Project Engineer		Engineer			
Item #	Description	\$210/hr		\$178/hr		\$158/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE		
1	Management of Staff, Budget & Schedule	52.0	\$ 10,920	0.0	\$ -	0.0	\$ -	52.0	\$ 10,920
2	Coordination with City Project Manager	26.0	\$ 5,460	0.0	\$ -	0.0	\$ -	26.0	\$ 5,460
3	Monthly Billing Reports	24.0	\$ 5,040	0.0	\$ -	0.0	\$ -	24.0	\$ 5,040
<b>Total</b>		<b>102.0</b>	<b>\$ 21,420</b>	<b>0.0</b>	<b>\$ -</b>	<b>0.0</b>	<b>\$ -</b>	<b>102.0</b>	<b>\$ 21,420</b>
<b>004 Not to Exceed</b>									<b>\$ 21,400</b>

103 Sound Transit Offsite Engineer Review		Principal/ Sr Project Manager		Project Engineer		Engineer			
Item #	Description	\$210/hr		\$178/hr		\$158/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE		
1	Offsite Review Half Time for 9 Months	0.0	\$ -	0.0	\$ -	780.0	\$ 123,240	780.0	\$ 123,240
2	Anticipated 10% overtime	0.0	\$ -	0.0	\$ -	78.0	\$ 12,324	78.0	\$ 12,324
<b>Total</b>		<b>0.0</b>	<b>\$ -</b>	<b>0.0</b>	<b>\$ -</b>	<b>858.0</b>	<b>\$ 135,564</b>	<b>858.0</b>	<b>\$ 135,564</b>
<b>103 Not to Exceed</b>									<b>\$ 135,600</b>

999 Reimbursables (Allowance)				Total Cost		
Item #	Description			As Needed		TOTAL FEE
1	Mileage			\$ 2,600		\$ 2,600
<b>Total</b>				<b>\$ 2,600</b>		<b>\$ 2,600</b>
<b>999 Reimbursables</b>						<b>\$ 2,600</b>

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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute a Contract Amendment with the Law Office of Sarah Roberts for Prosecution Services
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Margaret King, City Attorney
<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:**

State law requires the City of Shoreline to provide criminal justice services for misdemeanor and gross misdemeanor offenses. Since its incorporation, Shoreline has contracted for prosecution services. The most current prosecution contract with the Law Office of Sarah Roberts was executed on January 1, 2017 for a term of one year with four possible one-year extensions.

On April 24, 2019, King County District Court presented to the City Council a proposal of partnering with the City to host a Community Court. Council directed staff to move forward with the planning for such a court. Community Court is scheduled to start on January 7, 2020. As a result, the City must add Community Court to the Scope of Work to be performed by the City's current prosecutor. In addition, as part of the amendment the City also agreed to one additional possible one-year extension of the contract. Tonight, Council is scheduled to authorize the City Manager to execute this contract amendment with the Law Office of Sarah Roberts.

**RESOURCE/FINANCIAL IMPACT:**

The 2019-2020 prosecution budget is \$435,921. The total increase for Community Court prosecution services for January 1, 2020-December 31, 2022 is estimated to be \$179,357, which includes increases for inflation at 90% of the June-to-June Seattle-Tacoma Area CPI-U. The contract amendment compensates for Community Court according to this table:

	Compensation per half day Community Court calendar	Annual Compensation Increase (not to exceed)
January 1- May 30, 2020	\$1,925	\$71,425
June 1- December 31, 2020	\$1,000	
January 1-December 31, 2021	\$1,025 (\$1,000 x 2.5%)	\$53,300
January 1-December 31, 2022	\$1,050.62 (\$1,000 x 2.5%)	\$54,632
<b>Total Cost Increase</b>		<b>\$179,357</b>

Given this estimated cost, the total do not exceed contract amount is thereby adjusted from \$1,009,215 to \$1,188,572.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute a contract amendment with the Law Office of Sarah Roberts to include Community Court and add an additional one-year extension option.

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

## **BACKGROUND**

Cities in the State of Washington are required by [RCW 39.34.180](#) to provide criminal justice services for misdemeanor and gross misdemeanor offenses committed by adults. This includes jail, court, prosecution, and public defense services. The City of Shoreline contracts with external partners to form the City's criminal justice system. King County District Court (KCDC) provides court services and various attorneys provide prosecution and public defense services through contracts.

On [April 24, 2019](#), KCDC presented to the City Council regarding partnering to host a Community Court in Shoreline. After the presentation, the City Council requested staff to move forward with planning for Community Court. KCDC has since worked closely with City staff to facilitate planning for Shoreline's Community Court. Planning has been overseen by the Shoreline Community Court Steering Committee and split into five workgroups with participation from various staff from KCDC, the City, and other supporting community partners.

KCDC and City staff worked together to find an appropriate location and day of the week for Community Court within Shoreline. This included determining if a new calendar would need to be created or if the City could consolidate a court calendar. After review, it was determined a new calendar would need to be created. This, plus the change in work, resulted in both the City Prosecutor contract and Public Defense contracts needing to be amended to include Community Court in the contracts' scope of work. Council is also being asked to consider an amendment to the prosecution services contract related to Community Court tonight.

## **DISCUSSION**

The City currently contracts with the Law Office of Sarah Roberts (Prosecutor) for the City's prosecution services. Community Court was not included in this contract and therefore the City needs to amend the current contract. The City renegotiated the Term and Compensation in addition to adding Community Court to the scope of work.

### **Term**

The current prosecution services contract with the Prosecutor was executed on January 1, 2017 for a term of one year with four possible one-year extensions. As part of this negotiation, the City agreed to one additional possible extension to the Prosecutor's current contract, for a possible termination date of December 31, 2022.

### **Compensation**

The City recognized the Prosecutor would have costs associated with this change since staffing would need to be significantly adjusted to meet this additional calendar. In recognition of the challenges of hiring an attorney on short notice for just a half day calendar, the City proposed to initially compensate the Prosecutor at a higher rate for this additional calendar and then gradually reduce that rate as the Prosecutor was able to take on more work for the new staff. The City proposal increases the cost of hiring

more staff at the outset of 2020 for Shoreline-related work in order to timely and successfully start Shoreline’s Community Court. Within six months, the City would reduce its initial investment. The total increase for Community Court prosecution services for January 1, 2020-December 31, 2022 is estimated to be \$179,357, which includes increases for inflation at 90% of the June-to-June Seattle-Tacoma Area CPI-U.

**RESOURCE/FINANCIAL IMPACT**

The 2019-2020 prosecution budget is \$435,921. The total increase for Community Court prosecution services for January 1, 2020-December 31, 2022 is estimated to be \$179,357, which includes increases for inflation at 90% of the June-to-June Seattle-Tacoma Area CPI-U. The contract amendment compensates for Community Court according to this table:

	<b>Compensation per half day Community Court calendar</b>	<b>Annual Compensation Increase (not to exceed)</b>
<b>January 1- May 30, 2020</b>	\$1,925	\$71,425
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<b>January 1-December 31, 2021</b>	\$1,025 (\$1,000 x 2.5%)	\$53,300
<b>January 1-December 31, 2022</b>	\$1,050.62 (\$1,000 x 2.5%)	\$54,632
<b>Total Cost Increase</b>		<b>\$179,357</b>

Given this estimated cost, the total do not exceed contract amount is thereby adjusted from \$1,009,215 to \$1,188,572.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute a contract amendment with the Law Office of Sarah Roberts to include Community Court and add one potential one-year extension.

**ATTACHMENT**

Attachment A – Amended Contract Scope of Work with the Law Office of Sarah Roberts for Prosecution Services

**EXHIBIT A  
CITY OF SHORELINE  
SCOPE OF SERVICES**

**I. Scope of Services**

Attorney shall ensure that prosecution services are provided on behalf of the City for individuals charged with misdemeanor or gross misdemeanors filed by the City of Shoreline in Shoreline Municipal Department of Shoreline District Court. Representation at in-custody preliminary hearings and arraignments at the King County Jail, Regional Justice Center, SCORE jail or other venue other than Shoreline District Court is not required, with the exception of Community Court hearings held at Shoreline City Hall on Tuesday afternoon. The lead managing prosecuting attorney shall also act as the City liaison with respect to prosecutorial related questions and court scheduling.

Attorney will provide all supplies, equipment and shall provide an adequate number of attorneys and support staff to efficiently manage the court calendar in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody. Sufficient attorneys shall be provided to prosecute cases during vacation and illness.

Shoreline regular court calendar days are currently Monday afternoon, Thursday all day, and Tuesday mornings at the Shoreline Courthouse. Jury trials are typically held on the last full week of each month (Monday, Tuesday, Thursday, and Friday, with Jury call the 3<sup>rd</sup> Wednesday). Community Court is currently held at City Hall on Tuesday afternoons beginning at 12:30 p.m. The City Court Calendar is set forth in the Table below:

<b>City of Shoreline Court Schedule</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Shoreline Courthouse</b>				
10:15 a.m. (Contested infractions w/ witnesses; first Monday of the month) 1:30 – 4:00 p.m. (regular court)	8:45 a.m. – 12:00 p.m. (regular court)	1:30 – 4:00 p.m. (jury call, 3 <sup>rd</sup> Wednesday only)	8:45 a.m. – 4:00 p.m. (regular court)	
<b>Shoreline City Hall</b>				
	12:30 – 4:00 p.m. (Comm. Court)			
<b>Shoreline Courthouse – Jury Trials (4<sup>th</sup> week of the month)</b>				
8:45 a.m. – 4:00 p.m.	8:45 a.m. – 4:00 p.m.	8:45 a.m. – 4:00 p.m.	8:45 a.m. – 4:00 p.m.	8:45 a.m. – 4:00 p.m.

Services include:

- Charge through criminal complaint based on officer reports
- Prepare pleas and pleadings
- Draft pleadings
- Provide victims and witnesses with information about the legal process and options available to them through the legal system
- Assist victims of domestic violence including telephone counseling, assessing the victims' immediate safety needs and providing assistance with appropriate community resources
- Assist victims of domestic violence with obtaining protection orders whether or not criminal charges have been filed
- Prosecute jury trials one week per month on Monday, Tuesday, Thursday and Friday
- Prosecute bench trials, vehicle impounds, sentencing and motion hearings scheduled on Thursday afternoon
- Conduct pre-trial hearings scheduled on Tuesday mornings and Thursdays
- Provide written bail requests and conditions of release for arraignment hearings and attend specific arraignment hearings at the request of the City or Police
- Attend probation review hearings on Monday afternoon
- Attend Community Court on Tuesday afternoon
- Attend in-custody hearings on Tuesday and Thursday
- Attend and prosecute contested infraction hearings requiring testimony of civilian and police witnesses scheduled on the first Monday morning of each month
- Prosecute and defend all RALJ appeals in State court
- Defend Writs of Habeas Corpus and Personal Restraint petitions in State court up to 40 hours per year. If the City elects to hire the Attorney to defend these petitions beyond a total of 40 hours per year, the City agrees to pay Attorney \$150 per hour for each hour in excess of 40 hours per year
- Consult with the City and the Court and act as the City's liaison related to prosecution and District Court administrative matters

Prosecution and City representation will extend through final disposition and shall include any appeals filed, and post-conviction probation violations or sentence notification; or 60 days after a defendant has failed to appear at a mandatory hearing. Representation shall include all counts arising from a single transaction or event and or charged in a single complaint.

Attorney will prosecute all defendants unless the Rules of Professional Responsibility prohibit representation of the City.

## **II. Billing, Reporting and Consultation**

- Monthly billings shall be prepared ten (10) working days after the end of each calendar month using the City's Professional Services Invoice form.
- Provide quarterly reports in printed and electronic format (Microsoft Excel) showing offender, offense(s), case number, and case disposition.



- Attend conferences with the City’s representative as needed to review performance, develop and monitor performance benchmarks, review issues of common concern.
- Attendance at any King County District Court – Shoreline Courthouse - or City initiated meetings to address any ad hoc or ongoing issues or concerns with prosecution related issues or Court operations, or to review, revise or enhance district court operations, if necessary.
- In-person discussion with the City’s contract manager, if initiated by the contract manager, at the end of each annual term of the Agreement to discuss any issues with the Agreement or services provided over the preceding year.

**III. Associated Counsel**

- Any counsel associated with, contracted or employed by the Attorney shall have the authority to perform the services set forth in this Scope of Services. Attorney and all associates or attorneys who perform the services set forth in this Agreement shall be admitted to the practice pursuant to the rules of the Supreme Court of the State of Washington and will at all times remain members in good standing of the Washington State Bar.
- Attorney shall be responsible for this Agreement, notwithstanding that other counsel may be employed or associated by the Attorney to perform services hereunder. The Attorney shall actively supervise associated and employed counsel throughout the term of this Agreement and during any renewals or extensions, to ensure that all cases are promptly and effectively handled. Sufficient counsel shall be provided to prosecute cases during vacation and illness.

**IV. Record Keeping and Confidentiality**

Records must be maintained and archived according to the Washington State Public Records Act chapter 42.56 RCW, chapter 44-14 WAC. Confidential information shall be adequately protected as required by law and as otherwise set forth in the Agreement between the Attorney and the City.

**V. Compensation**

Work performed for prosecution services shall be billed at the flat monthly rate of Sixteen Thousand Dollars (\$16,000), including all fees and expenses, beginning in January 2017. If extended, fees shall be adjusted by 90% of the increase for CPI-U (June), at the beginning of each calendar year the contract is extended, beginning January 2018. In addition, Attorney shall receive additional compensation in the amount of \$750 per half day calendar for additional in custody hearings of up to two hearings per months, as determined and scheduled by mutual agreement of the City and the Attorney. An additional amount of \$71,425 for Community Court proceedings for 2020 and then an amount of \$1,000 per Community Court proceeding, in accordance with the Contract and the City of Shoreline Court Schedule above. Beginning January 1, 2020, through May 31, 2020, the City shall pay \$1,925 per Community Court proceeding. Beginning June 1, 2020 through the remainder of this contract, the City shall compensate the attorney at a rate of \$1,000 per community Court

proceeding, with annual COLA adjustments at 90% CPI-U beginning January 1, 2021. A community Court proceeding is defined as one half day per week on Tuesday afternoon at Shoreline City Hall.

**VI. Payment Terms**

A service charge shall accrue at the rate of 12% per annum (1% per month) and be added to any balance remaining unpaid sixty (60) days after the statement date.

**VII. Code Provided**

The City shall notify Attorney of any amendments or adoptions to the Shoreline Municipal Code that may relate to Scope of Services including, but not limited to, annexation that may impact jurisdictional boundaries of the City.

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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Enter into the Parks Property Tax Levy Agreement with King County
<b>DEPARTMENT:</b>	Parks, Recreation and Cultural Services
<b>PRESENTED BY:</b>	Eric Friedli, Parks, Recreation and Cultural Services Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input type="checkbox"/> Discussion

**PROBLEM/ISSUE STATEMENT:**

On April 17, 2019, the King County Council adopted Ordinance 18890 which called for a special election to authorize a property tax levy for a period of six (6) years (2020 through 2025) for specified park purposes. Following the placement of this on the 2019 primary ballot, on August 6, 2019, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six-year property tax levy at a rate of \$0.1832 in the first year, with subsequent levies adjusted by inflation.

Eight percent of these Levy proceeds are for distribution to cities and towns for parks system operations and capital improvements. Previous King County Parks Levies have also included funding provided directly to local governments. Those funds are included in Shoreline’s Capital Improvement Plan for parks, open space and trails maintenance.

Funding is distributed based on \$100,000 for each city with a population over 4,000 plus allocation based on the proportion of the city’s population and the proportion of the city’s assessed valuation. Shoreline’s allocation for 2020 is estimated at \$225,000.

A formal agreement is required with King County for cities to access County Parks Levy funds. Attachment A to this staff report provides an Interlocal Agreement with King County for this purpose. Tonight, Council is being requested to authorize the City Manager to enter into the Agreement with the County.

**RESOURCE/FINANCIAL IMPACT:**

Beginning in 2020 and annually through 2025, the County shall transfer approximately \$225,000 of the County Park Levy proceeds directly to the City for parks operations and capital improvements.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Parks Property Tax Levy Agreement with King County.

**ATTACHMENTS:**

Attachment A: Parks Property Tax Levy Agreement Between King County and the City of Shoreline

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

**PARKS PROPERTY TAX LEVY AGREEMENT**

Attachment A  
COS # 9533

between

**KING COUNTY & (CITY) City of Shoreline**

This Parks Property Tax Levy Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between KING COUNTY, a political subdivision of the state of Washington (the “County”) and the City of Shoreline, a State of Washington municipal corporation (“CITY”).

**RECITALS**

- A. The County owns and operates a park system with over twenty-eight thousand (28,000) acres of regional parks and open spaces, over one-hundred-seventy-five (175) miles of regional trails, and two-hundred-fifteen (215) miles of backcountry trails. In addition, the County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas.
- B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban unincorporated areas as these areas incorporate or annex to cities.
- C. On April 17, 2019, the King County Council adopted Ordinance 18890 which called for a special election in accordance with RCW 29A.04.321 to authorize a property tax levy in excess of the levy limitation contained in 84.55 RCW for a period of six (6) years for specified park purposes.
- D. On August 6, 2019, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of \$0.1832 in the first year, with subsequent levies adjusted by inflation for the purpose of: maintaining and operating King County’s open space system; improving parks, recreation, access, and mobility in the King County open space system by acquiring lands and continuing to develop regional trails; improving parks and trails in and acquiring lands by metropolitan parks districts, towns, and cities in King County; funding environmental education, maintenance, and conservation programs at the Woodland Park Zoo; finding capital construction at the Seattle Aquarium; and funding for capital improvements at publicly owned pools, for all King County residents.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**AGREEMENT**

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
  - A. "Annual Report" shall mean the annual report prepared by the CITY and provided to the County annually by May 31<sup>st</sup> beginning in 2021 setting forth a summary of CITY Projects for the preceding year, along with a complete financial accounting for the use of the CITY'S Share, and a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2020 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.
  - B. "CITY" shall mean the City of Shoreline, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
  - C. "CITY Parks System" shall mean any building or other structure related to parks or recreation, parks, trails, open space, such as natural areas and resource or ecological lands and other parks or recreation property owned or otherwise under the jurisdiction of the CITY.
  - D. "City Proceeds" shall mean eight percent (8%) of the total County Levy Proceeds collected by King County, net the amounts specified and allocated in Ordinance 18890 Sections 4A-D, and any interest earnings on these funds.
  - E. "CITY Projects" shall mean CITY Parks System operations and capital improvement projects consistent with Ordinance 18890.
  - F. "CITY'S Share" shall mean the CITY's proportionate share of the City Proceeds as authorized by Ordinance 18890, subject to County Council appropriation.
  - G. "County" shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
  - H. "County Council" shall mean the County Council of King County, State of Washington.
  - I. "County Levy" means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 6, 2019 and replaced a levy expiring at the end of 2019.
  - J. "County Levy Proceeds" shall mean the principal amount of the County Levy collected by the County.
  - K. "Executive" shall mean the King County Executive or his or her functional successor.
  - L. "Existing funds" shall have the meaning, as defined by RCW 84.55.050.

2. Term of Agreement. The term of this Agreement (the “Term”) shall be for a period commencing upon signature by both parties (the “Commencement Date”), and expiring on December 31, 2025 (the “Termination Date”).
3. Receipt of County Levy Proceeds.
  - A. General Distribution. Each year the County shall distribute the CITY'S Share to the CITY as authorized by Ordinance 18890, subject to County Council appropriation.
  - B. Receipt and Distribution of Levy Proceeds.
    1. Payment Schedule. Beginning in 2020 and through 2025, the County shall transfer the CITY’s Share to the CITY on a semi-annual basis, generally in the months of May and November. The annual amounts transferred shall never exceed the CITY's proportionate share of the CITY Proceeds actually collected and appropriated by King County.
    2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from City Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 18890.
4. Use of County Levy Proceeds. The CITY shall only use the transferred CITY’S Share for its CITY Projects. On or before May 31<sup>st</sup> of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the CITY’S Share was expended on CITY Projects. The CITY shall maintain financial records to account separately for the CITY’S Share.
5. Representations and Warranties. The CITY represents and warrants that all of the CITY’S Share received by the CITY shall be used only for specific CITY Projects as defined in this Agreement and that such funds shall not be used to supplant Existing Funds. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 18890. The CITY represents and warrants that in addition to the CITY'S Share, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.
6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the CITY Park System during the Term shall be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.
7. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the CITY:

CITY's Contact and Title: Susana Villamarin, Senior Management Analyst  
City Name: City of Shoreline  
Mailing Address1: 17500 Midvale Ave. N  
Mailing Address2: \_\_\_\_\_  
City, State, Zip Code: Shoreline, WA 98133

If to King County:

Warren Jimenez, Division Director  
King County Parks and Recreation Division  
Department of Natural Resources and Parks  
201 South Jackson Street  
Mailstop: KSC-NR-0700  
Seattle, WA 98104

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules, and orders.
9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The CITY agrees that if the State Auditor makes an audit finding that the levy funds have not been spent properly, the CITY shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of this Agreement and shall survive the termination of this Agreement.
10. Miscellaneous.
  - A. Liability of the County. The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
  - B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (representatives) and County (representatives) are unable to reach a mutual resolution, the Executive and the mayor, or their respective



designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.

- C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.
- E. Successors and Assigns. The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
- F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.

- G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- I. Time of Essence. Time is of the essence of each provision of this Agreement.
- J. Signage. For each capital project funded with County Levy Proceeds, the CITY shall provide a sign including the following language: **This project was funded (or as applicable, funded in part) with proceeds from the Proposition No. 1 Parks Levy approved by King County voters in August 2019 under an Agreement with King County Parks and Recreation Division.**
- K. Reporting. As set forth in King County Council Motion 15378, section C, for each capital project funded with County Levy Proceeds, the CITY shall report to King County Parks and the King County Council major milestones, such as groundbreakings and opening dates, thirty (30) days prior to such milestone. The CITY shall mail or deliver reports to both King County Parks and the current King County Council councilmembers at:

Warren Jimenez, Division Director  
King County Parks and Recreation Division  
Department of Natural Resources and Parks  
201 South Jackson Street  
Mailstop: KSC-NR-0700  
Seattle, WA 98104

Councilmembers: \_\_\_\_\_ (please list all 9 councilmembers)  
In care of King County Council Clerk  
516 3rd Avenue  
Seattle, WA 98104

[ SIGNATURE PAGE FOLLOWS ]

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

KING COUNTY, a Washington municipal  
corporation

CITY OF Shoreline, a Washington  
municipal corporation

By \_\_\_\_\_

By Debbie Tarry \_\_\_\_\_

Its \_\_\_\_\_

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

By authority of Ordinance No. 18890

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

<b>AGENDA TITLE:</b>	Adoption of Ordinance No. 881 – 2019 Comprehensive Plan Annual Docket Amendments to the Shoreline Comprehensive Plan
<b>DEPARTMENT:</b>	Planning & Community Development
<b>PRESENTED BY:</b>	Steven Szafran, AICP, Senior Planner Rachael Markle, AICP, Director
<b>ACTION:</b>	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The State Growth Management Act, chapter 36.70A RCW, limits review of proposed Comprehensive Plan Amendments (CPAs) to once a year with limited exceptions. Proposed amendments are collected throughout a given year with a deadline of December 1 for public submissions of suggested amendments to be considered in the following year. The “Docket” establishes the proposed amendments that will be reviewed and studied during the year by staff and the Planning Commission prior to the Planning Commission providing a recommendation to the City Council for final approval through the adoption of an ordinance amending the Comprehensive Plan. The Council established the final 2019 Docket on June 3, 2019.

The 2019 Docket consists of two (2) privately-initiated amendments and one (1) City-initiated amendment along with a concurrent rezone related to one of those amendments. Proposed Ordinance No. 881 would amend the City’s Comprehensive Plan consistent with the Planning Commission’s recommendation on the 2019 Docket, which was provided on November 21, 2019.

The Council discussed the 2019 Comprehensive Plan Amendments, as recommended by the Planning Commission, on December 2, 2019. Staff has updated the analysis for Amendment #3 based on Council discussion on December 2<sup>nd</sup> and included amendatory language for Amendments #1 and #3 under the analysis section. Tonight, the City Council is scheduled to adopt proposed Ordinance No. 881.

**RESOURCE/FINANCIAL IMPACT:**

Proposed Comprehensive Plan Amendment No. 1 is not anticipated to have a resource or financial impact. Proposed Amendment No. 2 has the potential to add additional work to staff work plans and consultant resources to update the Greenhouse Gas Emissions Inventory, the Carbon Wedge Analysis, the Climate Action Plan, and the 2023 Comprehensive Plan. Proposed Amendment No. 3 has the potential to add additional work to staff work plans to amend the Shoreline Development Code to allow professional offices in the R-8 and R-12 zones.

## **RECOMMENDATION**

The Planning Commission has recommended that the City Council deny Comprehensive Plan Amendment Nos. 1 and 3 and adopt Amendment No. 2 through Ordinance 881.

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

## **BACKGROUND**

The State Growth Management Act, Chapter 36.70A RCW, limits review of proposed Comprehensive Plan Amendments (CPAs) to once a year with limited exceptions. To ensure that the public can view the proposals within a city-wide context, the Growth Management Act directs cities to create a docket that lists the CPAs to be considered in this “once a year” review process.

Comprehensive Plan amendments usually take two forms: Privately-initiated amendments and City-initiated amendments. Anyone can propose an amendment to the Comprehensive Plan. Comprehensive Plan amendments must be submitted by December 1 to be considered in the following year and there is no fee for general text amendments. The process for accepting and reviewing CPAs for the annual docket is prescribed in Shoreline Municipal Code (SMC) 20.30.340(C).

On June 3, 2019, the City Council established the final 2019 Comprehensive Plan Docket. The 2019 Docket, which is also included as **Attachment A** to this staff report, contains three (3) amendments, including a concurrent rezone related to Amendment No. 1:

1. Change the Land Use Designation from Medium Density Residential to Mixed-Use 2 and change the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170<sup>th</sup> Street.
2. Update Natural Environment Goal V by limiting greenhouse gas emissions to 1.5° C of global warming above pre-industrial levels.
3. Amend Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.

The Planning Commission held multiple study sessions throughout 2019 to discuss the CPAs listed in the 2019 Docket. The study sessions are listed below and include a link to the agenda packets, minutes and public comments for these dates.

- The Planning Commission held its first discussion on the 2019 Comprehensive Plan Docket and concurrent rezone on August 1, 2019:  
<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14008/182?toggle=allpast>.
- The Planning Commission held its second discussion on the 2019 Comprehensive Plan Docket and concurrent rezone on September 5, 2019:  
<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14014/182?toggle=allpast>.

The Planning Commission held a public hearing on the proposed 2019 Comprehensive Plan Docket on October 17, 2019 and continued the public hearing until November 21, 2019 in order to allow for additional public comment and public participation. The agenda packets, minutes and public comments for the Public Hearings can be found at the following links:

- October 17, 2019:  
<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14020/182?toggle=allpast>.
- November 21, 2019:  
<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14024/182?toggle=allpast>.

A summary of the Planning Commission’s recommendation, which is also attached in **Attachment B** to this staff report, is provided in the table below.

<b>Comprehensive Plan Amendment</b>	<b>Planning Commission Recommendation</b>
1. Change the Land Use Designation from Medium Density Residential to Mixed-Use 2 and change the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170 <sup>th</sup> Street.	<i>Deny</i>
2. Update Natural Environment Goal V to set local goals to reduce greenhouse gas (GHG) emissions in support of the Paris Climate Accord threshold to limit global warming to less than 1.5° C above pre-industrial levels.	<i>Approve</i>
3. Amend Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.	<i>Deny</i>

Proposed Ordinance No. 881 (**Attachment C**) reflects the Planning Commission recommendation on the 2019 Comprehensive Plan Docket. The City Council discussed proposed Ordinance No. 881 at their meeting on December 2, 2019. The staff report for this Council discussion can be found at the following link:  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport120219-8a.pdf>.

### **DISCUSSION**

The following section of this staff report provides a description of the amendments that make up the 2019 Comprehensive Plan Amendment Docket and the Planning Commission recommendation for each proposed amendment. Also included is amendatory language for Amendments #1 and #3 that can be used by Council if a Councilmember would like to move to include these amendments into Ordinance No. 881. Additionally, the answers to Council questions regarding Amendments #1 and #3 are provided below. For the staff analysis of each proposed Comprehensive Plan Amendment, please refer to the December 2<sup>nd</sup> staff report linked above.

**Amendment No. 1 (Comprehensive Plan Amendment and Concurrent Rezone)**  
*Change the Land Use Designation from Medium Density Residential to Mixed-Use 2 and change the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170<sup>th</sup> Street.*

### ***Amendment Description***

This is a privately-initiated amendment that seeks to change the Land Use Designation and zoning of two parcels located at 1517 and 1510 NE 170<sup>th</sup> Street from Medium Density Residential (MDR) to Mixed-Use 2 (MU2) and rezone the property from Residential, 8 units/acre (R-8) to Community Business (CB) to be consistent with the requested change to the land use designation.

The applicants for this amendment, Joseph and Melissa Irons, have been operating a remodeling and construction services office at 1510 NE 170<sup>th</sup> Street since 2008, however the use is not allowed in R-8 zoning. The applicants' goal is to allow continued operation of the business at this location. The applicants have also purchased the property directly south, across the street at 1517 NE 170<sup>th</sup> Street with the intent of using the site for residential dwellings and storage, including vehicles for Irons Brothers Construction. This site is also zoned R-8, and the applicants are including this property in their request. The site is located between existing commercial uses that front 15<sup>th</sup> Avenue NE to the west, zoned CB, and a single-family neighborhood to the east with R-6 zoning (there are two more parcels directly the east of both 1517 and 1510 NE 170<sup>th</sup> Street that are zoned R-8, and then the zoning to the east of those parcels, all the way the City's boundary, is R-6).

The subject parcels at 1517 and 1510 NE 170<sup>th</sup> Street are currently zoned R-8 to implement Policy LU2, a Comprehensive Plan policy allowing medium density residential land uses that do not exceed 12 dwelling units per acre. The R-8 zone is a medium density residential zone that allows for a mix of single-family homes, duplexes, triplexes, townhomes, and community facilities. The R-8 zone does not permit general retail trade/services or office uses, which best describe the applicants' current and proposed business use at 1517 and 1510 NE 170<sup>th</sup> Street.

The proposed land use and zoning for the two parcels in Amendment No. 1 are described below:

Land Use Policy 10 (LU10):

*The Mixed-Use 2 (MU2) designation encourages the development of walkable places with architectural interest that integrate a wide variety of retail, office, and service uses. It does not allow more intense uses, such as manufacturing and other uses that generate light, glare, noise, or odor that may be incompatible with existing and proposed land uses. This designation may provide retail, office, and service uses, and greater residential densities than are allowed in low-density residential designations, and promotes pedestrian connections, transit, and amenities.*

Community Business zoning:

*The purpose of the community business zone (CB) is to provide location for a wide variety of business activities, such as convenience stores, retail, personal services for the local community, and to allow for apartments and higher intensity mixed-use developments.*



General retail trade/services or office uses are permitted in the CB zone.

**Planning Commission Recommendation**

Based on the analysis of the Comprehensive Plan Amendment Criteria, the rezoning criteria, and the goals and policies of the Shoreline Comprehensive Plan, the Planning Commission recommended denial of Comprehensive Plan Amendment No. 1.

**Responses to City Council Questions**

Following the December 2<sup>nd</sup> City Council meeting, a Councilmember asked a couple of questions about set-backs between the CB and residential lots. Staff will address these questions below:

- 1. **What is the set-back between a CB and R-8 lot? With that set-back requirement, what would most likely be the maximum height that could be built on a CB lot adjacent to an R-8 lot – assuming the size of the 1510 and 1517 NE 170<sup>th</sup> Street lots?**

*When a parcel is zoned CB and is abutting a parcel zoned R-8, transition area setbacks will apply. This means a 35-foot maximum building height for 25 feet horizontally from the required setback which is 20 feet, then an additional 10 feet in height for the next 10 feet horizontally, and an additional 10 feet in height for each additional 10 horizontal feet up to the maximum height of the zone. From across street rights-of-way, a 35-foot maximum building height for 10 feet horizontally from the required building setback which is 0 feet, then an additional 10 feet of height for the next 10 feet horizontally, and an additional 10 feet in height for each additional 10 horizontal feet, up to the maximum height allowed in the zone.*

*With a parcel width of 63 feet, the greatest height achievable on 1510 NE 170<sup>th</sup> Street is 55 feet. With a parcel width of 70 feet, the greatest achievable height on 1517 NE 170<sup>th</sup> Street is 60 feet. Because the upper reaches of the proposed building would be narrow, the most likely height that could be built on both of the subject parcels is 50 feet. **Attachment D** to this staff report provides a depiction of the set-back requirements as described here.*

**Amendatory Motion to Include this Amendment**

Some Councilmembers suggested at the December 2<sup>nd</sup> Council discussion that they may want to include this amendment in Ordinance No. 881. If Council would like to include this amendment, a Councilmember would need to move to modify the Planning Commission’s recommendation as follows:

***I move to modify the Planning Commission’s recommendation and approve Amendment #1 changing the Comprehensive Land Use Designation and zoning of two parcels at 1510 and 1517 NE 170<sup>th</sup> Street from Medium Density Residential to Mixed-Use 2 and concurrently rezoning from R-8 to Community Business.***

## **Amendment No. 2 (Comprehensive Plan Amendment)**

*Update Natural Environment Goal V to set local goals to reduce greenhouse gas (GHG) emissions in support of the Paris Climate Accord threshold to limit global warming to less than 1.5° C above pre-industrial levels.*

### **Amendment Description**

This is a privately-initiated amendment to amend Natural Environment Goal V, which currently states:

*Protect clean air and the climate for present and future generations through reduction of greenhouse gas emissions, and promotion of efficient and effective solutions for transportation, clean industries, and development.*

The proposal submitted by the applicant would amend Natural Environment Goal V to read:

*Protect clean air and the climate for present and future generations through ~~reduction of~~ by limiting greenhouse gas emissions to 1.5° C of global warming above pre-industrial levels, and promotion of efficient and effective solutions for transportation, clean industries, and development.*

Staff recommended to the Planning Commission to rephrase the language slightly to be clearer that greenhouse gas (GHG) emissions themselves are not to be limited to a number of degrees, but that reducing local GHG emissions is the most effective contribution to the attempt to limit catastrophic levels of global warming. The Planning Commission accepted staff's recommendation and therefore Amendment No. 2 now reads as follows:

*Protect clean air and the climate for present and future generations through significant reduction of greenhouse gas emissions, to support Paris Climate Accord targets of limiting global warming to less than 1.5° C above pre-industrial levels. Local reduction targets will also ~~and promote~~ efficient and effective solutions for transportation, clean industries, and development.*

### **Planning Commission Recommendation**

The City does not currently have an analysis of what local actions or costs would be associated with implementation of Amendment No. 2. However, the City is planning to complete a GHG emissions inventory in 2021 (using 2020 data), followed by an update to the [2015 Carbon Wedge Analysis](#) and the [2013 Climate Action Plan](#) for the City (both to be completed in 2021/2022). Staff anticipates that they will have a good sense of actions and potential costs at the conclusion of that work.

The carbon emissions reduction goals and policies have been a priority for the City for several years and have been in the Comprehensive Plan since 1998. The update and implementation of the CAP, GHG emission inventory, Carbon Wedge Analysis, and Comprehensive Plan are currently in the City's work plan and will further the City's goals of carbon reduction. For these reasons, the Planning Commission recommends approval of Comprehensive Plan Amendment No. 2.

**Amendment No. 3 (Comprehensive Plan Amendment)**

*Amend Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.*

***Amendment Description***

This City Council-initiated amendment is related to Amendment No. 1. Initially, the applicants of Amendment No. 1 were given two options that potentially could allow for permitting an existing office, showroom, and remodeling and construction business at their current location, in addition to an option to discontinue the use of their property as a professional office. One of those options suggested applying for a General Comprehensive Plan Amendment to change LU2, described above in the analysis of Amendment No. 1, to allow for professional office uses.

To accomplish this, the Policy would be amended as follows:

*LU2: The Medium Density Residential land use designation allows single-family dwelling units, duplexes, triplexes, zero lot line houses, townhouses, and cottage housing. Apartments and professional offices may be allowed under certain conditions. The permitted base density for this designation may not exceed 12 dwelling units per acre.*

SMC 20.20.040 defines a “Professional Office” as:

*An office used as a place of business by licensed professionals, or persons in other generally recognized professions, which use training or knowledge of a technical, scientific or other academic discipline as opposed to manual skills, and which does not involve outside storage or fabrication, or on-site sale or transfer of commodity.*

If Comprehensive Plan Amendment No. 3 is approved, a development code amendment would subsequently be required to implement this amendment as the code currently prohibits professional offices. This future development code amendment could address restrictions on siting and conditions by which such uses may be permitted within the R-8 and R-12 zoning districts, including such things as arterial access, proximity to commercial zones, and transitional setbacks. For instance, indexed criteria could be used to limit the number of parcels that could accommodate professional offices in R-8 and R-12 zones throughout the City.

***Planning Commission Recommendation***

Based on the Comprehensive Plan Amendment Criteria and review of the proposed Development Code Amendment to add Professional Offices as a Conditional Use to the R-8 and R-12 zones, the Planning Commission recommended denial of Comprehensive Plan Amendment No. 3.

The Planning Commission recommended denial because it believed this amendment was unwarranted as it does not solve the need of the applicant and will cause disruption throughout Shoreline’s neighborhoods. The Planning Commission further believed that the City currently allows home-based businesses and that home occupations allow residents the flexibility to run offices with less impact to the surrounding neighborhood

than a traditional office will. The Commission also expressed concern that land intended for residential use will be converted to office use since it is often less expensive to buy residential land.

**Responses to City Council Questions**

At the December 2<sup>nd</sup> Council meeting, some Councilmembers had questions about professional offices in the R-8 and R-12 zones and the process and procedures of how to regulate such uses. Staff will address each question below:

**1. What is the process for allowing a professional office in the R-8/R-12 if Amendment #3 is adopted?**

*Staff will begin the process of adding professional office to SMC 20.40.130 Nonresidential Uses. This amendment will follow the same procedure as any other Development Code Amendment. That procedure begins with staff drafting the amendment, sending the proposed language to the Department of Commerce for review, Completing a SEPA analysis and issuing a SEPA Determination, advertising the amendment on the City’s website and the Seattle Times, scheduling a discussion at the Planning Commission, holding a public hearing at the Planning Commission, scheduling a discussion at the Council, and finally adopting the amendment into the Development Code. The process usually takes between three and six months to complete.*

**2. If the Council allows professional offices, could Council impose additional restrictions in the Development Code?**

*Yes, Council can add conditions, or indexed criteria, to further restrict professional offices in the R-8/R-12 zones. For example, SMC 20.40.130 already has indexed criteria for other uses in the R-8/R-12 zones such as daycares, eating and drinking establishments, and conference centers. Shown below is an example of uses already allowed in the R-8/R-12 zones.*

Table 20.40.130 Nonresidential Uses

NAICS #	SPECIFIC LAND USE	R4- R6	R8- R12	R18- R48	TC- 4	NB	CB	MB	TC-1, 2 & 3
RETAIL/SERVICE									
812220	Cemetery, Columbarium	C-i	C-i	C-i	C-i	P-i	P-i	P-i	P-i
	Daycare I Facilities	P-i	P-i	P	P	P	P	P	P
	Daycare II Facilities	P-i	P-i	P	P	P	P	P	P
	Eating and Drinking Establishments (excluding Gambling Uses)	<b>C-i</b>	<b>C-i</b>	<b>C-i</b>	<b>C-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>	<b>P-i</b>

Table 20.40.130 Nonresidential Uses

NAICS #	SPECIFIC LAND USE	R4- R6	R8- R12	R18- R48	TC- 4	NB	CB	MB	TC-1, 2 & 3
	Funeral Home/Crematory	C-i	C-i	C-i	C-i		P-i	P-i	P-i
	Conference Center	C-i	C-i	C-i	C-i	P-i	P-i	P-i	P-i
	Library	C	C	C	C	P	P	P	P
	Fire Facility	C-i	C-i	C-i	C-i	P-i	P-i	P-i	P-i
	Specialized Instruction School	C-i	C-i	C-i	C-i	P	P	P	P

*Shown below is an example of the indexed criteria for eating and drinking establishments.*

**20.40.350 Eating and drinking establishments.**

Eating and drinking establishments are permitted in residential zones R-4 through R-48 and TC-4 by approval of a conditional use permit. These establishments are permitted in NB, CB, MB and TC-1, 2 and 3 zones, provided gambling uses as defined in this Code are not permitted. Outside entertainment that creates a noise disturbance for neighbors is not permitted after 10:00 p.m. in the MUR zones. If inside entertainment is provided in the MUR zones, the establishment must provide sound attenuation to buffer sound to adjacent residential uses.

*The Development Code amendment could add Professional Office to SMC 20.40.130 as a Conditional Use with indexed criteria as shown below (Professional Office is currently a Conditional Use in R-18 through R-48):*

Table 20.40.130 Nonresidential Uses

NAICS #	SPECIFIC LAND USE	R4- R6	R8- R12	R18- R48	TC- 4	NB	CB	MB	TC- 1, 2 & 3
RETAIL/SERVICE									
	Professional Office		C-i	C	C	P	P	P	P

*Next, the Council could add indexed criteria to address such things as hours of operation, additional location restrictions, and storage and parking requirements, among other considerations.*

**3. If the Council adds professional office to the use table, what potential businesses could be allowed?**

*Professional office is defined in SMC 20.20.040:*

*An office used as a place of business by licensed professionals, or persons in other generally recognized professions, which use training or knowledge of a technical, scientific or other academic discipline as opposed to manual skills, and which does not involve outside storage or fabrication, or on-site sale or transfer of commodity.*

*Any business that meets the above definition and any index criteria may be approved as a Conditional Use in the R-8/R-12 zone. Additional site-specific conditions could also be imposed as a condition of approval of the CUP if necessary to mitigate impacts. Possible businesses could include a legal office, tax accountant, engineering firm or any other business consisting of licensed technical, scientific or academic professionals.*

**4. If the Council allows professional office through a CUP could that CUP be revoked?**

*Yes, a CUP can be revoked for failure to comply with the conditions set forth in the approval.*

**5. If a Conditional Use Permit can be revoked, what criteria would be used be for revoking?**

*The Shoreline Municipal Code currently, at SMC 20.30.770(C), contains parameters from when the Director may suspend or revoke an issued permit. This code provision, or a stand-alone provision, should be developed for greater clarity.*

**6. Does a Conditional Use Permit “run with the land” or is it personal to the permittee?**

*Yes and No. Washington Courts have recognized that land use permits are not personal, rather, they run with the land. However, looking at other cities/counties in Washington, while some do simply state CUPs run with land, others allow determination by the decision-maker (e.g. the Hearing Examiner/City Council determines whether it runs with land or is personal).*

**7. What if the business stops operating for a time, would a new owner have to apply for a new CUP? I.e., can a Conditional Use Permit be abandoned?**

*Yes, if the SMC provides but there is nothing in the SMC clearly stating this except in relationship to having not starting the use at all. Non-conforming uses can be terminated for abandonment after 12 months. Similar language could be added to the SMC in relationship to permits.*

***Amendatory Motion to Include this Amendment***

Some Councilmembers suggested at the December 2<sup>nd</sup> Council discussion that they may want to include this amendment in proposed Ordinance No. 881. If Council would like to include this amendment, a Councilmember would need to move to modify the Planning Commission’s recommendation as follows:

***I move to modify the Planning Commission’s recommendation and approve Amendment #3 adding Professional Offices to the Comprehensive Plan Land Use Policy LU2.***

**RESOURCE/FINANCIAL IMPACT**

Proposed Comprehensive Plan Amendment No. 1 is not anticipated to have a resource or financial impact. Proposed Amendment No. 2 has the potential to add additional work to staff work plans and consultant resources to update the Greenhouse Gas Emissions Inventory, the Carbon Wedge Analysis, the Climate Action Plan, and the 2023 Comprehensive Plan. Proposed Amendment No. 3 has the potential to add additional work to staff work plans to amend the Shoreline Development Code to allow offices in the R-8 and R-12 zones.

**RECOMMENDATION**

The Planning Commission has recommended that the City Council deny Comprehensive Plan Amendment Nos. 1 and 3 and adopt Amendment No. 2 through Ordinance 881.

**ATTACHMENTS**

- Attachment A – 2019 Comprehensive Plan Docket
- Attachment B – Planning Commission Recommendation
- Attachment C – Proposed Ordinance No. 881
- Attachment D – Depiction of Building Height Set-back CB to R-8



## **2019 COMPREHENSIVE PLAN AMENDMENT DOCKET**

The State Growth Management Act generally limits the City to amending its Comprehensive Plan once a year and requires that it create a Docket (or list) of the amendments to be reviewed.

### **Final 2019 Comprehensive Plan Amendments**

1. Change the Land Use Designation from Medium Density Residential to Mixed-Use 2 and change the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170<sup>th</sup> Street.
2. Update Natural Environment Goal V by limiting greenhouse gas emissions to 1.5° C of global warming above pre-industrial levels.
3. Amend Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.

*Estimated timeframe for Council review/adoption: November 2019.*





TO: Honorable Members of the Shoreline City Council

FROM: Laura Mork, Chair *Pro Tem*  
Shoreline Planning Commission

DATE: November 21, 2019

RE: 2019 Comprehensive Plan Amendments

The Shoreline Planning Commission has completed its review of the 2019 Comprehensive Plan Amendments that the City Council placed on the Final Docket in April 2019. After the Final Docket was established, the Planning Commission held two (2) study sessions on the proposed amendments and a public hearing which was held on two (2) separate days.

In consideration of the Planning Staff's recommendations, written and oral public testimony, and the decision criteria set forth in SMC 20.30.340 for comprehensive plan amendments and SMC 20.30.320 for the concurrent rezone, the Planning Commission respectfully recommends:

- Proposed Amendment No. 1 - DENY

*Change the Land Use Designation from Medium Density Residential to Mixed-Use 2 and change the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170<sup>th</sup> Street.*

- Proposed Amendment No. 2 – APPROVE

*Update Natural Environment Goal V to set local goals to reduce greenhouse gas (GHG) emissions in support of the Paris Climate Accord threshold to limit global warming to less than 1.5° C above pre-industrial levels.*

- Proposed Amendment No. 3 – DENY

*Amend Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.*

**ORDINANCE NO. 881**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON  
ADOPTING THE 2019 COMPREHENSIVE PLAN ANNUAL DOCKET  
AMENDMENTS TO THE SHORELINE COMPREHENSIVE PLAN.**

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

WHEREAS, in conformance with the Growth Management Act, the City has adopted a Comprehensive Land Use Plan; and

WHEREAS, the Growth Management Act provides for the opportunity to amend the Comprehensive Plan once a year and the City has developed an annual docketing review process for continuing review and evaluation of its Comprehensive Plan; and

WHEREAS, at its April 15, 2019 regular meeting, the City Council established the 2019 Comprehensive Plan Annual Docket containing four (4) proposed amendments with a concurrent rezone accompanying one of those amendments; and

WHEREAS, at its June 3, 2019 regular meeting, the City Council reconsidered the 2019 Comprehensive Plan Annual Docket and determined to remove a proposed amendment related to the Fircrest Campus site leaving three (3) proposed amendments and the concurrent rezone; and

WHEREAS, on August 1, 2019 and September 5, 2019, the City of Shoreline Planning Commission held study sessions on the docketed amendments and concurrent rezone; and

WHEREAS, the environmental impacts of the 2019 Comprehensive Plan Annual Docket and concurrent rezone resulted in the issuance of a Determination of Non-Significance (DNS) on September 10, 2019, pursuant to the State Environmental Policy Act (SEPA); and

WHEREAS, to ensure procedural compliance with SEPA, an amended and revised DNS was issued on October 1, 2019; and

WHEREAS, on October 17, 2019, the City of Shoreline Planning Commission held a properly noticed public hearing on the 2019 Comprehensive Plan Annual Docket and concurrent rezone so as to receive public testimony and continued the public hearing to November 21, 2019; and

WHEREAS, at the conclusion of public hearing on November 21, 2019, the City of Shoreline Planning Commission recommended approval only of Docket Amendment No. 2 limiting greenhouse gas emissions; and

WHEREAS, on December 2, 2019, the City Council considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation; and

WHEREAS, the City Council has accepted the Planning Commission's recommendation; and

WHEREAS, the City Council has determined that Docket Amendment No. 2 as recommended by the Planning Commission is consistent with the Growth Management Act and the other provisions of the Comprehensive Plan, and meets the criteria set forth in SMC 20.30.320 and SMC 20.30.340 and;

WHEREAS, the City provided public notice of the amendments and the public meetings and hearing as provided in SMC 20.30.070; and

WHEREAS, pursuant to RCW 36.70A.370, the City has utilized the process established by the Washington State Attorney General so as to assure the protection of private property rights when considering the 2019 Comprehensive Plan Annual Docket and concurrent rezone; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with a 60-day notice of its intent pertaining to the 2019 Comprehensive Plan Annual Docket and concurrent rezone; and

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

**Section 1. Amendment to Comprehensive Plan.** The City of Shoreline Comprehensive Plan, Element 6 Natural Environment, Goal NE V, is amended as follows:

Goal NE V. Protect clean air and the climate for present and future generations through significant reduction of greenhouse gas emissions, to support Paris Climate Accord targets of limiting global warming to less than 1.5° C above pre-industrial levels. Local reduction targets will also ~~and promote~~ ~~ion~~ of efficient and effective solutions for transportation, clean industries, and development.

**Section 2. Transmittal of Amendment to Washington State Department of Commerce.**

A. Pursuant to RCW 36.70A.106, the Director of Planning and Community Development or designee shall transmit a complete and accurate copy of this Ordinance and attachments, if any, to the Washington State Department of Commerce within ten (10) calendar days of the date of passage.

B. The City Clerk shall denote the date of transmittal after the signature lines as provided herein.

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

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

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

**PASSED BY THE CITY COUNCIL ON DECEMBER 9, 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

Date of Transmittal to Commerce , 2019

