



AGENDA

STAFF PRESENTATIONS

PUBLIC COMMENT

PUBLIC NOTICE: The City Council's March 16 Regular Meeting will be held in the Council Chambers at Shoreline City Hall and is open for the public to attend. However, to help prevent the spread of the COVID-19 virus, we are strongly encouraging the public to participate remotely using the following options available:



[Click Here to Watch Online Live Streaming Video of the Meeting](#)



[Click Here to Sign-Up to Provide Oral Testimony at the Meeting via Calling-In](#)



[Click Here to Submit Written Public Comment](#)

SHORELINE CITY COUNCIL REGULAR MEETING

Monday, March 16, 2020
7:00 p.m.

Council Chamber · Shoreline City Hall
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
6. APPROVAL OF THE AGENDA		7:20
7. CONSENT CALENDAR		7:20
(a) Approving Minutes of Regular Meeting of January 27, 2020	<u>7a1-1</u>	
Approving Minutes of Workshop Dinner Meeting of February 24, 2020	<u>7a2-1</u>	
(b) Adopting Ordinance No. 875 - Vacation of a Portion of the Rights-of-Way on 7 th Avenue NE	<u>7b-1</u>	

- (c) Adopting Resolution No. 453 - Intergovernmental Transfer of Property at 7th Avenue NE and NE 185th Street to Sound Transit for the Purpose of Light Rail Station and System Construction 7c-1
- (d) Adoption of Resolution No. 454 - Ratifying the City Manager's Local Declaration of Public Health Emergency in Response to COVID-19 7d-1
- (e) Authorizing the City Manager to Execute a Professional Services Contract with Landau Associates, Inc. in the Amount of \$63,200 to Provide Noise Mitigation Construction Services for the Lynnwood Link Light Rail Extension Project 7e-1
- (f) Authorizing the City Manager to Execute the Washington State Department of Transportation Release of Deed Restriction and City Covenant to Obtain Fair Market Value or Equivalent Land for Road Purposes 7f-1
- (g) Authorizing the City Manager to Enter Into the Second Wastewater Utility Operating Services Agreement Between the City of Shoreline and Ronald Wastewater District 7g-1

8. ACTION ITEMS

- (a) Adopting the 2020 Comprehensive Plan Docket 8a-1 7:20

9. STUDY ITEMS

- (a) Discussion of Evaluating Undergrounding Overhead Utilities for a Variety of Capital Projects and Confirmation of Potential Undergrounding on All or a Portion of the 145th Street Corridor Improvement Project Between Aurora Avenue and Interstate-5 9a-1 7:40

10. ADJOURNMENT

8:10

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

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, January 27, 2020
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: Councilmembers McConnell and Roberts

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 with the exception of Councilmembers McConnell and Roberts.

Councilmember McGlashan moved to excuse both Councilmembers for City business in Olympia. The motion was seconded by Councilmember Chang and passed unanimously, 5-0.

(a) Proclaiming Black History Month

Mayor Hall proclaimed the month of February as Black History Month in the City of Shoreline. Fraol Debele, a representative of Shorewood High School's Black Student Union (BSU), accepted the proclamation. Miss Debele said it is important to recognize the accomplishments of Black people and spoke about the powerful impact the BSU makes by providing an opportunity for students to learn about Black leaders, past and present. She invited everyone to attend Shorewood High School's annual Black History Month show on February 13, 2020.

Mayor Hall reflected on the privileges White men in America have and said it is important for people of color to see leaders that look like them.

3. REPORT OF CITY MANAGER

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

4. COUNCIL REPORTS

Councilmember Chang attended the Regional Transit Committee meeting and was elected vice-chair of the Sound Cities Association group for the Committee. She reviewed the discussion of the workplan for the year, which focuses on updating Metro documents. She said there is a survey available on the Metro website to gather feedback on bus line changes when the Northgate Metro Station opens and encouraged the public to comment.

5. PUBLIC COMMENT

Dan Keusal, Seattle resident, asked the Council to work with Save Shoreline Trees to preserve the trees that are at risk as part of the WSDOT renovation project. He said this issue merits the Council's attention because of the benefits trees bring to mental health and that tree lined streets make cities happier and healthier.

Jan Buchanan, Shoreline resident and member of Save Shoreline Trees, commented on the WSDOT building remodel and frontage requirements that require the removal of 130 mature trees. She said the neighborhood feels strongly about trees being preserved. She suggested less destructive alternatives for the City to consider.

Janet Way, Shoreline resident, spoke on behalf of the Shoreline Preservation Society and said all of Ms. Buchanan's suggestions are viable alternatives. She requested that Council direct staff to find an alternative to traditional sidewalks to preserve as many trees as possible.

Kathleen Russell, Shoreline resident and member of Save Shoreline Trees, commented on the potential removal of significant trees as part of the WSDOT renovation project. She read excerpts of public comment submitted on the proposed action. She asked the Councilmembers to talk to staff about alternatives for the sidewalks.

John Ramsdell, Shoreline resident and Chair of the Westminster Triangle Neighborhood Association, brought to Council's attention the prospect to purchase a parcel in the center of the neighborhood to be used as a park. He mentioned the benefits of increasing community open spaces and urged Council to take advantage of this immediate opportunity.

Kristi Magee, Shoreline resident and member of Save Shoreline Trees, said Shoreline is transforming into a city of dense housing, eliminating the urban forest. She listed the benefits of trees and said policy should be developed for application review that includes impact on the overall tree canopy and the large mature tree population.

Mark Stevens, Shoreline resident, said he was moved by Miss Debele's comments about ostracism. He said he grew up in Dallas during segregation and shared examples of his experiences in this era and how his awareness of the plight of the Black person grew.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

Upon motion by Councilmember McGlashan and seconded by Councilmember Robertson and unanimously carried, 5-0, the following Consent Calendar items were approved:

- (a) Approving Minutes of Regular Meeting of November 18, 2019
Approving Minutes of Dinner Meeting of January 13, 2020

- (b) Approving Expenses and Payroll as of January 10, 2020 in the Amount of
\$1,607,939.62

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
12/15/19-12/28/19	1/3/2020	89146-89418	16862-16885	77365-77370	\$708,287.94
					<u>\$708,287.94</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
12/31/2019	77225	77244	\$99,583.46
12/31/2019	77245	77257	\$275,592.94
12/31/2019	77258	77262	\$1,000.00
1/2/2020	77263	77276	\$195,537.76
1/9/2020	77277	77306	\$192,615.36
1/9/2020	77307	77307	\$200.00
1/9/2020	77308	77316	\$12,696.02
1/9/2020	77317	77336	\$95,803.15
1/9/2020	77337	77337	\$1,670.00
1/9/2020	77338	77353	\$4,006.61
1/9/2020	77354	77360	\$19,298.99
1/9/2020	77361	77361	\$200.00
1/9/2020	77362	77364	\$1,447.39
			<u>\$899,651.68</u>

- (c) Adopting Resolution No. 451 - Amending Resolution No. 432 Recreation Program Refund Policies and Procedures

- (d) Authorizing the City Manager to Enter into the Puget Sound Emergency Radio Network End User Service Level Agreement with King County

- (e) Adopting Ordinance No. 880 - Amending the Shoreline Municipal Code to Modify Any and All Masculine or Feminine Language to Gender-Neutral Nouns and Pronouns

- (f) Authorizing the City Manager to Execute a Six-Month Lease Agreement in the Amount of \$1,200 with the State of Washington Department of Social and Health Services to Continue Operating the Two-Acre Off-Leash Dog Area at the Fircrest Campus Located at 1750 NE 150th Street**
- (g) Authorizing the City Manager to Enter Into an Interlocal Agreement with eCityGov Alliance for GIS Aerials project**
- (h) Adopting Resolution No. 452 - Authorizing an Interfund Loan to the General Capital Fund for the Purchase of Property for a Future Shoreline Aquatics, Recreation and Community Center in an Amount Not to Exceed \$17,200,000 with Interest Charges**
- (i) Authorizing the City Manager to Enter Into a Full-Service Property Management Contract with Advance Management for the Storage Facility Located at 17828 Midvale Avenue North**

8. STUDY ITEMS

- (a) Discussing the 145th and I-5 Interchange Project Delivery Strategy

Nyasha Walters, Transportation Services Manager, delivered the staff presentation. Ms. Walters said the update focuses on discussion of the project delivery options and funding status and seeks Council direction on next steps. She introduced project partners Celeste Gilman, Deputy Regional Transit Division Coordination Director; and Paul Cornish, BRT Project Director; and listed the partnerships for the project and shared her appreciation for the support.

Ms. Walters reviewed the current conditions of the 145th and I-5 Interchange and described the need for improvements to reduce congestion and increase access. She said the City has to support the higher density rezones that are in development and their associated transportation needs. She reviewed the criteria for assessing capital improvement options in the categories of performance, cost, safety, and risk. She displayed a diagram of the proposed 145th Interchange roundabouts and described it as an integrated, regional, multi-modal solution and gave examples of the collaborative partner improvements.

Ms. Walters shared a video that displayed the coordination of the different agencies in testing ‘roundabout rodeo’ designs for the Interchange with Metro busses, which included attention to the bicycle and pedestrian experience.

Ms. Walters described the project costs and said that Federal funding has been secured for the planning and design process. She said the City is also assuming the allocation of \$3 Million in funding from Connecting Washington, but stated the funds are currently on hold due to the passage of State Initiative 976. She said the City is working with the partners and the Washington State Legislature to get the hold released. She shared the potential funding sources being pursued to meet the \$18 Million gap, which includes the option of pursuing a BUILD grant.

In listing the essential Lynnwood Link Extension projects to complete by 2024 (SR 522/NE 145th BRT and I-5 and NE 145th Interchange) Ms. Walters emphasized that if the I-5 and NE 145th Interchange project is done in coordination with the other projects before the Light Rail Station opens it will make construction less disruptive than if postponed.

Ms. Walters listed the two alternative project delivery options: with Option One stopping at 10 percent design concept and returning the federal funds awarded; and Option Two continuing to 30 percent design, which would allow for completion of environmental design and potentially be poised to turn over to WSDOT to complete the design. She said the latter option has significant benefits, listed the advantages and disadvantages of both options, and then asked for Council's input.

Councilmember Robertson asked if the Sound Transit funding mentioned in Option Two would be a gift or a loan, and Ms. Walters said the specifics of the term sheet are still being worked out, but Sound Transit's intention is to help progress the project should Council decide to move forward, so the resources would move the project to 30 percent completion.

Deputy Mayor Scully said this version of the design fixes all of his previous concerns. He asked if there is a risk of having to put in roundabouts without some of the design features if funding runs low. Ms. Walters said the design needs to have the characteristics that are defined here, which is why it is taking so long to get to 10 percent design. He asked if there are cheaper alternate designs that meet all the modalities in consideration. Ms. Walters said she is not aware of any and noted roundabouts are very effective and have some of the best performance at relatively the same or lower cost for all modes of transportation.

Councilmember Chang asked why Shoreline is in charge of securing funding for this WSDOT project. Ms. Walters outlined the funding sources identified by the City and described the partnership with WSDOT. Councilmember Chang said she is trying to get a sense if WSDOT wants the project to proceed or not. Ms. Gilman explained that there are always competing priorities. She said that as a state agency WSDOT has very little control and discretion on how funds are spent, and generally there is significant direction from the legislature on what projects should be funded. Councilmember Chang asked if Seattle is providing any funding, and Ms. Gilman said Seattle is on the list of local partners but right now neither King County nor the City of Seattle have committed any funding.

Councilmember McGlashan asked about the proposal for a third roundabout that was on 5th Avenue North and Ms. Walters said it is not part of this design since it was not determined to be a critical component and it could be revisited in the future. He asked how users of the Trail Along the Rail would get across the path where it switches from the east to west side, and Ms. Walters said by crosswalk.

Mayor Hall thanked Ms. Walters for her work with all the associated agencies. He said he looks forward to continuing to work for a financial contribution from the City of Seattle and hopes Seattle will come to recognize the benefits to their residents for station access. He said if this

project does not get built, the interchange will fail, as will the ability of people to get to and from the Light Rail Station, which will have trickle down effects.

Mayor Hall said he appreciates WSDOT taking on this project and said Council will continue to work on securing more funding. He said he agrees that the redesign is a good improvement, but asked if the HOV lane becomes metered, there could be a possibility that the meter could back traffic up through the roundabout. Ms. Walters said the second lane will help ensure that those concerns are addressed.

Mayor Hall summarized that the roundabout solution was proposed to deliver better performance at a lower cost than the alternative, and he confirmed that WSDOT is still asking that the nonmotorized vehicle bridge planned for 148th Street be a clear span across the freeway with no center pier. Ms. Walters said the freeway in this area is very constrained, so there is no space to safely place a pier, and that none of the currently designed bridges are being changed. Mayor Hall responded that there are many center piers all up and down I-5, and it is his understanding that including a center pier could significantly decrease the construction cost by shortening the span. He encouraged Ms. Walters to discuss the tradeoff of reducing costs by accommodating a pier.

The Council expressed support for moving forward with the 30 percent design option.

Deputy Mayor Scully said he is usually opposed to study/design only proposals without a funding source identified. He said this is different because he thinks the design is appropriate, since there are two lanes. He emphasized there is interest now, and now is the right time to construct in the intersection. He said he is willing to take a risk to improve this intersection that is already at capacity. Although it is great that WSDOT has capacity to take the project on, he said it makes him nervous to turn design control over to WSDOT.

(b) Discussing Ordinance No. 876 – Amending Chapter 3.70 of the Shoreline Municipal Code to Modify the System Improvements Eligible for Park Impact Fees

Eric Friedli, Parks, Recreation, and Cultural Services Director; delivered the staff presentation. Mr. Friedli said the proposed amendments will meet the requirements of the Shoreline Place/Merlone Geier Partners (MGP) Development Agreement and allow the use of Park Impact Fees to address park and open space needs in the Westminster Triangle neighborhood. He shared background on the establishment of Park Impact Fees and the newly identified acquisition opportunity in the Westminster Triangle neighborhood. He displayed a map of the areas identified as needing additional park amenities and said this amendment is just for the Westminster Triangle neighborhood.

Mr. Friedli said in the Park Impact Fee analysis based on the Parks, Recreation, and Open Spaces (PROS) Plan, one of the areas identified as in need of additional park property is the area within the boundaries of Aurora Avenue, I-5, 155th Street and 165th Street and identified two projects to be funded with Park Impact Fees. He explained that acquisition and development was not included in the Westminster Triangle Park area, so amending the Ordinance is necessary to extend the boundaries to include it.

Councilmember Robertson said everyone in Shoreline should be within walking distance of a park, so she supports the amendment and asked for information on the property identified for acquisition. Mr. Friedli described it and said the homeowner is interested in selling it to the City. He emphasized the discussion tonight does not mean that Park Impact Fees will be spent to acquire the property, but it does open it to the opportunity.

Councilmember McGlashan expressed support for the Amendment, saying the area has needed a park for a long time. He said he is glad there will not be playground amenities because he worries about the safety of children in such a trafficked area. Additionally, he said he supports the acquisition of the property for a future park.

It was agreed that the Ordinance should return as a Consent Item.

- (c) Discussing Ordinance No. 879 – Amending SMC Section 3.27 for Multi-family Property Tax Exemption Conditions within the Shoreline Place Community Renewal Area

Nate Daum, Economic Development Manager, delivered the staff presentation. Mr. Daum explained that staff seeks Council's feedback on the proposal to eliminate the Multifamily Property Tax Exemption (PTE) cap that is unique to the Shoreline Place Community Renewal Area (CRA). He described the PTE program and the affordable housing it incentivizes. He explained that the first PTE project in the Community Renewal Area will take 330 of the currently allotted 500 units. He stated that staff believes reviewing the policy conditions now is in line with Council Goals. He said property tax exemptions are a common practice, regionally, and that many developers of multi-family housing only work in areas where it is available.

Mr. Daum shared a hypothetical example of the resource and financial impact and identified revenues that would be generated by PTE development projects. Mayor Hall confirmed that the parcel owners would still pay taxes on the current value of property, and the exemption would only apply to the new improvements. Mr. Daum said the staff recommends repealing the 500-unit cap on PTE in the Community Renewal Area, and stated the alternatives would be to maintain or raise the cap.

Councilmember Chang said she would prefer raising the cap instead of completely lifting it. Her concern with lifting the cap entirely is that it would be possible for the remaining area to be developed as 100% housing, which she is not in favor of since she thinks Shoreline Place should be the location for retail and dining. By lifting the cap, there will be incentive for commercial to be built, Merlone Geier will get what they need, and the City will have time to look at the zoning in the area to ensure mixed uses in the area.

Deputy Mayor Scully said that he is hopeful the City takes a close look at PTE in the future on a Citywide basis, since he is not convinced that it is the correct path forward given the current economic conditions. He said he supports eliminating the cap because he is not sure the City would get to more retail by keeping it. He said his fear is that without the PTE the City will get either no development, or really expensive apartments. Mr. Daum replied that the demand in the

current market is for housing, and although he cannot predict what will happen, any time incentives for development are reduced, you reduce development that would bring in density that will help support eventual commercial development. He agreed that a proactive search for other incentives is a good idea.

Councilmember McGlashan said he supports removing the cap, since he does not want to lose the opportunity for affordable housing. He recalled that the developer said they cannot find an anchor tenant for that property and reflected that the retail landscape is changing, so perhaps the Development Code should be revised to require retail on the bottom floor of multi-family developments in some areas of the City. He said removing the cap may spark some interest in the other parties within the CRA area that would include more retail and public amenities.

Councilmember Robertson said she would like more discussion on the topic before making a decision. She wants more commercial properties built, and affordable housing to be included, but does not know how to get a good balance. She asked what happens to the affordable housing after the PTE contracts expire and wondered if extending the length of the contracts would be beneficial. Mayor Hall speculated that as buildings age, the rents will naturally decrease.

Mayor Hall said he is supportive of removing the cap to complete the implementation of the Development Agreement, or at least increasing the cap in order to not hinder completion of the approved agreement. He agreed that a citywide evaluation of the PTE program would be a good activity.

Councilmember McGlashan suggested offering a longer duration PTE contract with the requirement of providing a certain percentage of retail. Mr. Daum said he would research it and that the affordability levels are at the City level, and the 12 year exemption period is the longest available to offer. Ms. Tarry said the City is looking into additional incentives that might be possible and that a general evaluation will be part of the upcoming Housing Action Plan work.

Mayor Hall asked staff to draft an amendment that would raise, rather than repeal, the cap. The item was scheduled to return as an Action Item on February 10, 2020.

9. ADJOURNMENT

At 8:47 p.m., Mayor Hall declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

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

Monday, February 24, 2020

Conference Room 303 - Shoreline City Hall
17500 Midvale Avenue North

5:45 p.m.

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

ABSENT: None

STAFF: Debbie Tarry, City Manager; John Norris, Assistant City Manager; and Allison Taylor, Deputy City Clerk

GUESTS: Debora Juarez, Seattle City Councilmember
BrynDel Swift, Chief of Staff to Councilmember Juarez

At 5:49 p.m., the meeting was called to order by Mayor Hall, who welcomed Councilmember Juarez and Ms. Swift.

Conversation began with discussion on the evolution of the Regional Homelessness Authority and the City's stance on revenue sources. It was generally agreed that a regional approach to support for those experiencing homelessness is the best solution, rather than creating invisible lines between cities and the associated services available. The hope of collaboration on establishing overnight space for the unsheltered in partnership with other cities was mentioned, and Shoreline's efforts to provide shelter and services to those in need were described.

Mayor Hall described the traffic challenges at the 145th Street Corridor and the importance of establishing smooth transit connection to the future Light Rail Station Area was emphasized. Councilmember Juarez shared similar struggles in pursuing improvements to the 130th Street future Station Area. The negative impacts on transportation funding since the passage of State Initiative 976 were mentioned, and it was stressed that Corridor project success is dependent on solid partnership between the associated cities and agencies. It was also stated that Shoreline feels renaming the '145th' Street Station to '148th' Street Station to accurately reflect its location would be accurate, and Councilmember Juarez indicated her support for this change.

Revenue sources for the improvements to 145th Street west of the Station Area were talked about, and the challenges of securing funding commitments from all the associated agencies were recounted. The need to get more buy-in, including financial, from Seattle was indicated, and Councilmember Juarez suggested communicating the need directly to Mayor Durkin. She assured the Councilmembers of a general awareness of the shared problem with the Corridor and said Sound Transit has been focused on alignment of projects and encouraged continued

advocacy for the 145th Street Corridor project work happening in conjunction with the Station Area work.

Councilmember Juarez invited the Shoreline Councilmembers to the Northgate Ice Centre Groundbreaking event and described the additional development associated with the project.

Mayor Hall thanked Councilmember Juarez and Ms. Swift for their willingness to make time for conversation.

At 6:52 p.m. the meeting adjourned.

Allison Taylor, Deputy City Clerk

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Adoption of Ordinance No. 875 – Vacation of a Portion of the Rights-of-Way on 7th Avenue NE

DEPARTMENT: City Manager's Office
Public Works

PRESENTED BY: Juniper Nammi, Light Rail Project Manager
Noel Hupprich, Development Review and Construction Manager

ACTION: ☒ Ordinance ☐ Resolution ☐ Motion
 ☐ Discussion ☐ Public Hearing

PROBLEM/ISSUE STATEMENT:

Sound Transit, as the owner of all the abutting parcels, filed a petition on August 19, 2019, seeking to vacate 7th Avenue NE and a triangular portion of the north side of NE 185th Street. This portion of City right-of-way (ROW) property is proposed as part of a larger site for the construction of the Shoreline North/185th Light Rail Station, Garage, and Transit Center as currently designed for the Lynnwood Link Extension (LLE) Project.

Proposed Ordinance No. 875 (Attachment A) would vacate a portion of 7th Avenue NE that is 620 square feet that was dedicated to public ROW. The balance of the area that was originally included in Sound Transit petition for street vacation is not subject to a ROW easement and is the subject of Intergovernmental Property Transfer Resolution No. 453, which is also on the agenda for adoption at tonight's Council meeting. Council discussed proposed Ordinance No. 875 on March 2, 2020, and directed staff to bring it back for adoption at tonight's meeting.

RESOURCE/FINANCIAL IMPACT:

The 7th Avenue NE and NE 185th Street City ROW property is appraised at approximately \$30.087 per square foot, for a total value of approximately \$18,653.94. Through the proposed Property Agreement, Sound Transit would convey portions of property, acquired for the Light Rail Project, but that do not need to be owned by Sound Transit after construction, of equivalent fair market value to the City. The Sound Transit property proposed for exchange would be used for multimodal transportation projects such as the 148th Street Non-motorized Bridge, the Trail Along the Rail, or new local street end connections within the light rail station areas depending on their location.

The operations and maintenance costs for the area of Sound Transit property is roughly equivalent to those costs for the City ROW to be transferred to Sound Transit. Any additional costs for future City improvements in these areas have been or will be considered through the City's Capital Improvement Plan authorizing those projects.

RECOMMENDATION

Staff recommends that the City Council adopt Ordinance No. 875.

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

BACKGROUND

The Sound Transit Lynnwood Link Extension (LLE) Project includes the proposed Shoreline South/185th Station. This station is designed to be located parallel to the I-5 corridor and immediately north of NE 185th Street and west of 8th Avenue NE. The station is proposed to be located over portions of the I-5 Limited Access Area and the City right-of-way (ROW) for 7th Avenue NE and the northern margin of NE 185th Street. Due to the building type and applicable building standards in the International Building Code, the City ROW lines must be relocated or eliminated prior to issuance of the building permits for the Shoreline North station and garage/transit center structures.

In August of 2019, Sound Transit submitted a street vacation petition (File No. PLN19-0154) seeking to vacate portions of City ROW including 7th Avenue NE, north of NE 185th Street, and a triangular portion of NE 185th Street north of the existing sidewalk and between I-5 and the 8th Avenue NE ROW. Consistent with Shoreline Municipal Code (SMC) Chapter 12.17, Resolution No. 446 to put the petition before the City's Hearing Examiner was adopted at the September 16, 2019 Council meeting. The public hearing on this petition was held before the Hearing Examiner on October 9, 2019 and then on October 23, 2019, the Hearing Examiner issued a recommendation that Council approve this street vacation.

Discussion of the 7th Avenue NE Street Vacation was held with the City Council on March 2, 2020. The staff report (including links to the above mentioned meetings and hearing records) for the March 2, 2020, discussion item can be found online at: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport030220-9a.pdf>.

DISCUSSION

Proposed Ordinance No. 875 (Attachment A) would vacate the only portion of 7th Avenue NE that is ROW Easement; the west 10 feet by 62.03 feet (620 square feet) of parcel number 0526049080 that was dedicated as ROW through King County Short Plat No. 578077 in 1979. The 620 square feet of City ROW proposed for street vacation is in the middle of the larger proposed site for the construction of the Shoreline North/185th Light Rail Station, Garage, and Transit Center as currently designed for the LLE Project.

SMC 12.17.030 requires that if the area to be vacated has been part of a dedicated public right-of-way for 25 years or more, then the amount of compensation shall equal the full appraised value of the area to be vacated. Based on the appraisal completed by Sound Transit, the ROW to be vacated is worth approximately \$30.087 per square foot, putting the value of the 620 square feet of dedicated City ROW area at approximately \$18,653.94.

Sound Transit and City staff propose a Property Agreement to facilitate compensation for this City ROW property through transfer of certain parcels of equal fair market value that were acquired by Sound Transit in connection with its development of the Project that do not need to be owned by Sound Transit, after construction is complete. The Sound Transit property proposed for exchange would be used for multimodal transportation projects such as the 148th Street Non-motorized Bridge, the Trail Along

the Rail, or new local street end connections within the light rail station areas depending on their location.

This Property Agreement was also discussed at the March 2, 2020, Council meeting and was originally scheduled to be included on the Consent Agenda tonight. Through the Sound Transit internal review process for this Agreement, just this past week, Sound Transit staff determined that with additional time to adjust the agreement, additional certainty could be added within the agreement on the final disposition process and timeline for the land transfer to the City. Sound Transit has requested an additional five to six months to complete their due diligence on the proposed compensation property to determine them as available to the City and to complete as much of their internal process as possible before finalizing the proposed property agreement and seeking authorization to execute the agreement.

The City benefits from agreeing to this delay and additional time for process because instead of waiting till after Sound Transit completes the LLE Project and light rail is in service to have compensation properties transferred to the City, these properties could be determined available and transferred to the City much sooner. This should provide more certainty for City projects such as the 148th Non-motorized Bridge which will need to demonstrate that the property rights needed for the project have been secured sometime next year.

In light of this request from Sound Transit, City staff revised proposed Ordinance No. 875 to replace “property exchange agreement” with “Property Agreement” and the dates for execution of a Property Agreement or alternate monetary compensation have been extended to December 31, 2020, and January 31, 2021, respectively, to allow more time for process and agreement finalization.

Staff will bring the Property Agreement back to Council for authorization to execute the agreement after it is revised and finalized later this year.

STAKEHOLDER OUTREACH

A public hearing was held for the original street vacation petition PLN19-0154 on October 9, 2019, before the Shoreline Hearing Examiner. Some public comment was made at the Public Hearing, but no written public comments were submitted. Public comment included support of the street vacation petition by North City Water District and questions regarding access to the staging yard via 7th Ave NE during construction.

COUNCIL GOAL(S) ADDRESSED

Adoption of proposed Ordinance 875 granting this Street Vacation Petition from Sound Transit would support the 2019-2021 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline.*

RESOURCE/FINANCIAL IMPACT

The 7th Avenue NE and NE 185th Street City ROW property is appraised at approximately \$30.087 per square foot, for a total value of approximately \$18,653.94.

Through the proposed Property Agreement, Sound Transit would convey portions of property, acquired for the Light Rail Project, but that do not need to be owned by Sound Transit after construction, of equivalent fair market value to the City. The Sound Transit property proposed for exchange would be used for multimodal transportation projects such as the 148th Street Non-motorized Bridge, the Trail Along the Rail, or new local street end connections within the light rail station areas depending on their location.

The operations and maintenance costs for the area of Sound Transit property is roughly equivalent to those costs for the City ROW to be transferred to Sound Transit. Any additional costs for future City improvements in these areas have been or will be considered through the City's Capital Improvement Plan authorizing those projects.

RECOMMENDATION

Staff recommends that the City Council adopt Ordinance No. 875.

ATTACHMENTS

Attachment A – Ordinance No. 875

ORDINANCE NO. 875

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON
GRANTING THE VACATION OF A PORTION OF PUBLIC RIGHT-OF-
WAY GENERALLY DESCRIBED AS 7TH AVENUE NE TO THE
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND
TRANSIT) IN EXCHANGE FOR SURPLUS PROPERTY.**

WHEREAS, pursuant to RCW 35.79.010, the City Council has the legislative authority to vacate a portion of the public right-of-way and SMC 12.17 sets forth the applicable procedures; and

WHEREAS, the act of vacating a street is categorically exempt from environmental review per WAC 197-11-800(2)(h); and

WHEREAS, in 1961, the State of Washington (Department of Transportation) obtained land for state highway purposes; namely the construction of State Highway 1, what is now Interstate 5, and, in 1986 conveyed to King County by quit claim deed, recorded under King County Recording No. 8603110515, all of the State's right, title, and interest for certain lands that were not required for state highway purposes, provided that these lands were for road purposes and that the proceeds from any vacation, sale or rental of such road shall be placed in a fund used exclusively for road purposes; and

WHEREAS, upon incorporation, the City received from King County, in fee, these surplus lands; one such public right-of-way is commonly referred to as 7th Avenue NE; and

WHEREAS, in addition to the fee simple portion of 7th Avenue NE, an approximately 620 square foot portion of 7th Avenue NE was dedicated to the public in 1979 with the recording of King County Short Plat 578077, King County Recording No. 7901170721; and

WHEREAS, the City received a petition from the Central Puget Sound Regional Transit Authority (Sound Transit), the owner of more than two-thirds of the abutting property, to vacate rights-of-way for the future Lynnwood Link - Shoreline North/185th Light Rail Station; this includes that portion of the 620 square feet of dedicated right-of-way; and

WHEREAS, the fee simple portion of 7th Avenue NE is the subject of an intergovernmental transfer pursuant to Resolution No. 453; and

WHEREAS, on September 16, 2019, the City Council adopted Resolution No. 446 fixing the date and time for an open record public hearing; and

WHEREAS, the City Clerk posted and published appropriate notice of the public hearing as required by SMC 12.17.020; and

WHEREAS, on October 9, 2019, the Shoreline Hearing Examiner held an open record public hearing on the vacation petition; and

WHEREAS, on October 23, 2019, the Shoreline Hearing Examiner issued a recommendation for approval subject to conditions of the vacation petition; and

WHEREAS, an appraisal for that portion of the right-of-way to be vacated was prepared and accepted by the City, showing the fair market value of the property is \$18,653.94; and

WHEREAS, the City and Sound Transit have been working to develop an agreement in which, at the conclusion of the construction of the Lynnwood Link Light Rail, Sound Transit would convey portions of surplus property of equivalent fair market value to the City in lieu of cash payment for the vacated property; and

WHEREAS, the property anticipated to be conveyed by Sound Transit would be used for multimodal transportation projects such as the 148th Street Non-motorized Bridge and the Trail Along The Rail; and

WHEREAS, on March 2, 2020, the City Council considered the recommendation of the Shoreline Hearing Examiner, the recommendation of staff, and all public comment received on the vacation petition at its regularly scheduled meeting; and

WHEREAS, the City Council has determined that vacating a portion of 7th Avenue NE, given the intergovernmental transfer of the fee simple portion along with the facilitation of the light rail project, is in the public interest and satisfies the criteria set forth in SMC 12.17.050; and

WHEREAS, the City Council has determined that the vacation should be subject to certain conditions of approval;

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

Section 1. Findings and Conclusions. The City Council concurs in the findings and conclusions set forth in the recommendation of the Shoreline Hearing Examiner issued on October 23, 2019 and adopts the same by reference.

Section 2. Vacation of Public Right-of-Way. That portion of 7th Avenue NE as described below and depicted on Exhibit A is vacated subject to the conditions set forth in Section 3:

THE EAST 10 FEET OF THE WEST 30 FEET OF THE NORTH 62 FEET OF THE SOUTH 216 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY WASHINGTON, AS DEDICATED TO KING COUNTY UPON RECORDING OF SHORT PLAT NUMBER 578077, RECORDED UNDER RECORDING NUMBER 7901170721, IN KING COUNTY, WASHINGTON.

Section 3. Conditions of Public Right-of-Way Vacation. This Ordinance and the vacation authorized herein shall not become effective until the following conditions are satisfied:

- A. Sound Transit shall enter into a Property Agreement with the City to provide for just compensation of the vacated right-of-way on or before December 31, 2020. If Sound Transit does not execute the Agreement by December 31, 2020, then Sound Transit shall pay the City \$18,653.94 no later than January 31, 2021.
- B. Sound Transit shall, in addition to all other duties and expenses of vacation as set forth in Chapter 12.17 SMC, provide at its sole cost and expense for a boundary survey of that portion of 7th Avenue NE that is vacated. The survey shall be performed by a land surveyor licensed to practice in the State of Washington. A copy of the survey shall be provided to the City on or before December 31, 2020, for recording.
- C. The vacation shall be subject to the reservation of any and all easements for City-owned utilities, including surface water drainage, with the extent and location to be determined and executed based on the as-built surveys of these utilities to be completed for the Lynnwood Link Project. Once executed, the easements shall be recorded with the King County Recorder's Office at Sound Transit's sole cost and expense.

Section 4. Directions to the City Clerk. Except for Condition No. 3(C), after the conditions set forth in Section 3 above have been satisfied, the City Clerk shall certify this Ordinance and forward it, along with the boundary survey, to the King County Recorder's Office for recording upon the property records. Prior to certifying and recording, the City Clerk is authorized to make necessary corrections to this Ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

Section 5. Directions to Director of Public Works. Upon the satisfaction of the conditions in Section 3 and the recording of this Ordinance as provided in Section 4, the Director of Public Works shall cause to amend the official maps to reflect the vacation of that portion of 7th Avenue NE.

Section 6. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any person or situation.

Section 7. Publication and Effective Date. The effectiveness of this Ordinance is subject to satisfaction of the conditions set forth in Section 3. If such conditions are not satisfied on or before the dates set forth in Section 3, this Ordinance shall become null and void and be of no further effect. If such conditions are satisfied on or before the dates set forth in Section 3, a summary of this Ordinance consisting of the title shall be published in the official newspaper and become effective five days thereafter.

PASSED BY THE CITY COUNCIL ON MARCH 16, 2020

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

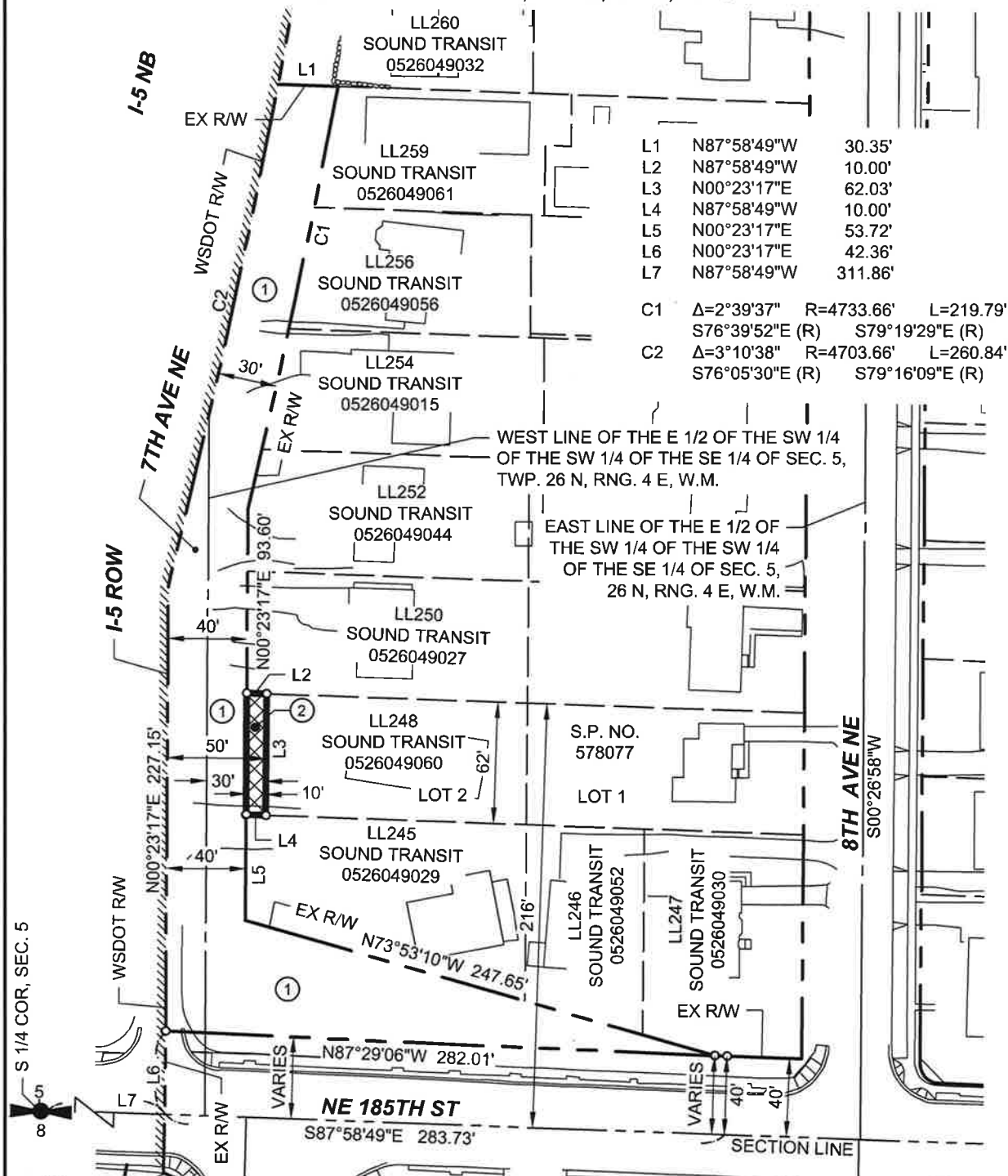
Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney





Date of Publication: , 2020
Effective Date: , 2020

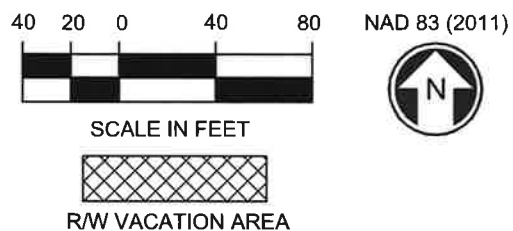
7TH AVE NE VACATION

SW 1/4 SE 1/4 SEC 5, T 26 N, R 4 E, W.M.



- ① R/W CONVEYED TO KING COUNTY BY DEED, RECORDING NO. 8603110515.
- ② 10' ADDITIONAL R/W CONVEYED TO KING COUNTY BY SHORT PLAT NO.578077, RECORDING NO. 7901170721.
- ③ CURRENT R/W ANGLE POINT OPPOSITE ENGINEERS STATION 10+70 ON THE "E.185TH U.C." LINE SURVEY OF WSDOT R/W PLAN "SR5, SEATTLE FREEWAY, EAST 145TH ST TO EAST 200TH ST."

LEGEND	
	RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE
	VACATED PARCEL



L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



VACATION AREA: 620 SF DATE: 2/21/2020

EXHIBIT "C"
R/W NO. LL509.2
(SHORT PLAT DEDICATION)

SHORELINE STREET VACATION

CITY OF SHORELINE

KING COUNTY, WA

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Resolution No. 453 - Intergovernmental Transfer of Property at 7 th Avenue NE and NE 185 th Street to Sound Transit for the Purpose of Light Rail Station and System Construction
DEPARTMENT:	City Manager's Office Public Works
PRESENTED BY:	Juniper Nammi, Light Rail Project Manager Noel Hupprich, Development Review and Construction Manager
ACTION:	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Sound Transit is seeking to acquire, through intergovernmental property transfer, a portion of City Rights-of-Way (ROW) identified as 7th Avenue NE, north of NE 185th Street, and a triangular portion of NE 185th Street, north of the existing sidewalk between 7th Avenue NE and 8th Avenue NE. This portion of City ROW property is proposed as part of a larger site for the construction of the Shoreline North/185th Light Rail Station, Garage, and Transit Center, as currently designed for the Lynnwood Link Extension (LLE) Project.

Proposed Resolution No. 453 (Attachment A) would transfer this ROW, which totals 24,068 square feet, to Sound Transit. The balance of the area (620 square feet) needed for the Shoreline North/185th Station site is the subject of Street Vacation Ordinance No. 875, which is also on tonight's Council agenda for proposed adoption.

Council held a public hearing on proposed Resolution No. 453 for Intergovernmental Transfer of Property to Sound Transit on March 2, 2020. Council directed staff to bring this proposed Resolution back for adoption at tonight's Council meeting.

RESOURCE/FINANCIAL IMPACT:

The 7th Avenue NE and NE 185th Street City ROW property is appraised at approximately \$30.087 per square foot, for a total value of \$724,133.92 for the portion owned in fee by the City. Through the proposed Property Agreement, Sound Transit would convey portions of property, acquired for the Light Rail Project but that do not need to be owned by Sound Transit after construction, of equivalent fair market value to the City. The Sound Transit property proposed for exchange would be used for multimodal transportation projects such as the 148th Street Non-motorized Bridge, the Trail Along the Rail, or new local street end connections within the light rail station areas depending on their location.

The operations and maintenance costs for the area of Sound Transit property is roughly equivalent to those costs for the City ROW to be transferred to Sound Transit. Any additional costs for future City improvements in these areas have been or will be considered through the City's Capital Improvement Plan authorizing those projects.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 453.

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

BACKGROUND

The Sound Transit Lynnwood Link Extension (LLE) Project includes the proposed Shoreline South/185th Station, which is designed to be located parallel to the I-5 corridor and immediately north of NE 185th Street and west of 8th Avenue NE. The station is proposed to be located over portions of City right-of-way (ROW) for 7th Avenue NE and the northern margin of NE 185th Street. Due to the building type and applicable building standards in the International Building Code, the City ROW lines must be relocated or eliminated prior to issuance of the building permits for the Shoreline North station and garage/transit center structures.

Sound Transit originally submitted a street vacation petition (File No. PLN19-0154) for this area of City ROW. Following the Public Hearing before the Hearing Examiner on this petition, City Staff learned that the areas conveyed by the Deed was transferred in fee and was not dedicated as a ROW easement.

The area of City ROW proposed for transfer to Sound Transit was originally purchased from private property owners for construction of Interstate 5 (I-5). In 1986, property that was acquired by the Washington State Department of Transportation (WSDOT) for realignment of King County roads from the I-5 project was transferred to King County by Quitclaim Deed (Recording No.8603110515), recorded March 11, 1986. This property was conveyed to the City of Shoreline by operation of law in about 1995 when the City incorporated. As such, the correct process for disposing of this roadway area is through intergovernmental property transfer under Chapter 39.33 RCW, which requires a public hearing before Council.

The City Council held a public hearing on the proposed intergovernmental transfer of portions of 7th Avenue NE and NE 185th Street on March 2, 2020. No public comment was received. The staff report for the March 2, 2020, public hearing can be found online at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport030220-8a.pdf>.

DISCUSSION

Chapter 39.33 RCW allows for any municipality to sell, transfer, exchange, lease or otherwise dispose of any property, real or personal, or property rights, including but not limited to the title to real property, to other state created agencies on such terms and conditions as may be mutually agreed upon by the proper authorities. Sound Transit and City staff have negotiated a Property Agreement that would provide compensation to the City through the exchange of property that is of equivalent fair market value.

Based on Sound Transit's appraisal, the value of the City ROW area owned in fee is approximately \$30.087 per square foot for a total value of \$724,133.92. Through the proposed property exchange agreement, Sound Transit would convey portions of property, acquired for the LLE Project but that Sound Transit does not need to retain ownership of after construction, of equivalent fair market value to the City. The Sound Transit property proposed for exchange would be used for multimodal transportation projects such as the 148th Street Non-motorized Bridge, the Trail Along the Rail, or new

local street end connections within the light rail station areas depending on their location. The proposed Property Agreement was also discussed at the March 2, 2020, Council meeting and was originally scheduled to be included on the Consent Agenda tonight. Through the Sound Transit internal review process for this Agreement, just this past week, Sound Transit staff determined that with additional time to adjust the agreement, additional certainty could be added within the agreement on the final disposition process and timeline for the land transfer to the City. Sound Transit has requested an additional five to six months to complete their due diligence on the proposed compensation property to determine them as available to the City and to complete as much of their internal process as possible before finalizing the proposed property agreement and seeking authorization to execute the agreement.

The City benefits from agreeing to this delay and additional time for process through increased certainty and earlier completion of the property transfer.

In light of this request from Sound Transit, City staff revised proposed Resolution No. 453 to replace “property exchange agreement” with “Property Agreement” and the dates for execution of a Property Agreement or alternate monetary compensation have been extended to December 31, 2020, and January 31, 2021, respectively, to allow more time for process and agreement finalization.

Staff will bring the Property Agreement back to Council for authorization to execute the agreement after it is revised and finalized later this year.

The 1986 Quitclaim Deed included a restriction which states:

It is understood and agreed that the above referenced property is transferred for road purposes and that all revenue resulting from any vacation, sale or rental of such road shall be placed in the county road fund and used exclusively for road purposes.

WSDOT needs to release the deed restriction in the 1986 Deed so that Sound Transit can use the property for the light rail station and garage, which are not road purposes.

The City and WSDOT have mutually drafted a letter and release of deed restriction to be recorded on title. This letter documents the City’s covenant to use property, or revenue, of equivalent fair market value from this intergovernmental property transfer for road purposes. Authorization of this release of deed is also on tonight’s Council agenda for adoption. To comply with the deed restriction on this property, the City would apply the same deed restriction to the new fee owned property received from Sound transit and would use it for road purposes.

STAKEHOLDER OUTREACH

Council held a public hearing on proposed Resolution No. 453 to transfer this City ROW to Sound Transit for the Shoreline North/185th Station site, consistent with Chapter 39.33. No public comment was received.

COUNCIL GOAL(S) ADDRESSED

Proposed Resolution 453 to transfer portions of 7th Ave NE and NE 185th Street ROW to Sound Transit for the Shoreline North/185th Station site supports the 2019-2021 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline.*

RESOURCE/FINANCIAL IMPACT

The 7th Avenue NE and NE 185th Street City ROW property is appraised at approximately \$30.087 per square foot, for a total value of \$724,133.92 for the portion owned in fee by the City. Through the proposed Property Agreement, Sound Transit would convey portions of property, acquired for the Light Rail Project but that do not need to be owned by Sound Transit after construction, of equivalent fair market value to the City. The Sound Transit property proposed for exchange would be used for multimodal transportation projects such as the 148th Street Non-motorized Bridge, the Trail Along the Rail, or new local street end connections within the light rail station areas depending on their location.

The operations and maintenance costs for the area of Sound Transit property is roughly equivalent to those costs for the City ROW to be transferred to Sound Transit. Any additional costs for future City improvements in these areas have been or will be considered through the City's Capital Improvement Plan authorizing those projects.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 453.

ATTACHMENTS

Attachment A – Proposed Resolution No.453

RESOLUTION NO. 453

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON AUTHORIZING AN INTERGOVERNMENTAL SALE OF REAL PROPERTY TO THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT) IN EXCHANGE FOR SURPLUS PROPERTY.

WHEREAS, Chapter 39.33 RCW authorizes the intergovernmental disposition of property by sale, transfer, exchange, lease, or to otherwise dispose of real property or property rights to another political subdivision; and

WHEREAS, the Central Puget Sound Regional Transit Authority (Sound Transit) is constructing a light rail project, the Lynnwood Link Extension Project, that transects the City from North to South; and

WHEREAS, Sound Transit has acquired private properties to facilitate the construction of the Lynnwood Link Extension Project but also needs portions of City-owned land; and

WHEREAS, in 1961, the State of Washington (Department of Transportation) obtained land for state highway purposes; namely the construction of State Highway 1, what is now Interstate 5, and, in 1986 conveyed to King County by quit claim deed, recorded under King County Recording No. 8603110515, all of the State's right, title, and interest for certain lands that were not required for state highway purposes, provided that these lands were for road purposes and that any vacation, sale or rental of such road shall be placed in a fund used exclusively for road purposes; and

WHEREAS, upon incorporation, the City received from King County, in fee, various public rights-of-way which King County had received by Quit Claim Deed from the Washington State Department of Transportation as surplus to the Interstate 5 project; two such rights-of-way were a portion of 7th Avenue NE and NE 185th Street; and

WHEREAS, Sound Transit now seeks to acquire the fee simple ownership in these rights-of-way, which totals approximately 24,068 square feet to facilitate the construction of the Shoreline North/185th Station; and

WHEREAS, in addition to the proposed intergovernmental transfer, a 620 square foot portion of 7th Avenue NE is the subject of a street vacation under Ordinance No. 875 and for which a public hearing was held before the Hearing Examiner on October 9, 2019; and

WHEREAS, an appraisal for that portion of the right-of-way to be sold was prepared and accepted by the City, showing the fair market value of the property is \$724,133.92; and

WHEREAS, the City and Sound Transit have been working to develop an agreement in which, at the conclusion of the construction of the Lynnwood Link Light Rail, Sound Transit

would convey portions of surplus property of equivalent fair market value to the City in lieu of cash payment for the fee simple property; and

WHEREAS, the property anticipated to be conveyed by Sound Transit would be used for multimodal transportation projects such as the 148th Street Non-motorized Bridge and the Trail Along The Rail; and

WHEREAS, as required by RCW 39.33.020, the City Council held a public hearing on the proposed intergovernmental transfer; and

WHEREAS, the City Council has determined that an intergovernmental transfer of the property for property that will serve multimodal transportation projects is in the best interests of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Property Agreement. Sound Transit shall enter in a Property Agreement with the City to provide for just compensation of the vacated right-of-way on or before December 31, 2020. If Sound Transit does not execute the Agreement by December 31, 2020, then Sound Transit shall pay the City \$724,133.92 no later than January 31, 2021.

Section 2. Deed. Pursuant to RCW 39.33.010 and upon execution of the Property Agreement or payment of the fair market value, the City Manager is authorized to execute a Quit Claim Deed or Warranty Deed to Sound Transit in a form acceptable to the City Attorney along with any other necessary paperwork for the sale of real property depicted on Exhibit A and legally described on Exhibit B in exchange for surplus real property that will be addressed in a Property Agreement between the City and Sound Transit.

Section 3. Deed Restriction. The executed Deed shall contain the following language as set forth in the 1986 Quit Claim Deed:

It is understood and agreed that the above referenced property is transferred for road purposes and that all revenue resulting from any vacation, sale or rental of such road shall be placed in the county road fund and used exclusively for road purposes.

Section 4. Directions to Director of Public Works. Upon the execution of the Deed transferring the property, the Director of Public Works shall cause to amend the official maps to reflect the vacation of that portion of 7th Avenue NE.

Section 5. Directions to City Clerk. The City Clerk, in consultation with the City Attorney, is authorized to make necessary corrections to this Resolution, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or resolution numbering and section/subsection numbering and references.

Section 6. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this Resolution 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 Resolution or its application to any person or situation.

Section 7. Effective Date. The effectiveness of this Resolution is subject to satisfaction of the conditions set forth in Section 1 and shall be effective immediately upon the satisfaction of those conditions. If such conditions are not satisfied on or before the dates set forth in Section 1, this Resolution shall become null and void and be of no further effect.

ADOPTED BY THE CITY COUNCIL ON MARCH 16, 2020.

Mayor Will Hall

ATTEST:

Jessica Simulcik Smith, City Clerk

R/W No. LL-509.1
7TH AVE NE
CITY OF SHORELINE

INTERGOVERNMENTAL TRANSFER AREA:

ALL OF 7TH AVE NE AND PORTION OF NE 185TH STREET IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, LYING **NORTHERLY** OF THE FOLLOWING DESCRIBED **LINE**:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST;
THENCE S87°58'49"E ALONG THE SOUTH LINE OF SAID SECTION, BEING THE CENTERLINE OF NE 185TH STREET, A DISTANCE OF 595.59 FEET;
THENCE AT RIGHT ANGLES N02°01'11"E A DISTANCE OF 40 FEET TO A POINT ON THE EXISTING NORTH MARGIN OF SAID STREET, BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED **LINE**, BEING THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 34.00 FEET, TO WHICH POINT A RADIAL LINE BEARS S02°26'05"E;
THENCE LEAVING SAID MARGIN, WESTERLY, TO THE RIGHT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°56'58" AN ARC DISTANCE OF 2.94 FEET;
THENCE N87°29'06"W A DISTANCE OF 282.01 FEET TO THE EAST MARGIN OF SR 5, BEING THE END OF THE HEREIN DESCRIBED **LINE**;

EXCEPT THE EAST 10 FEET OF THE WEST 30 FEET OF THE NORTH 62 FEET OF THE SOUTH 216 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AS DEDICATED TO KING COUNTY UPON RECORDING OF SHORT PLAT NUMBER 578077, RECORDED UNDER RECORDING NUMBER 7901170721, IN KING COUNTY, WASHINGTON;

CONTAINING 24,068 SQUARE FEET.

Earl J. Bone 2/21/20

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Resolution No. 454 - Ratifying the City Manager's Local Declaration of Public Health Emergency in Response to COVID-19
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Debbie Tarry, City Manager
ACTION:	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On January 21, 2020, the first reported case of COVID-19, a respiratory disease that can result in serious illness or death caused by the SARS-CoV-2 virus, occurred in Washington State in Snohomish County. On February 28, 2020, Public Health - Seattle and King County announced the first King County and United States death due to COVID-19 in Kirkland, WA. Having reviewed the present circumstances, and in consideration of available information from governmental sources, the City Manager has determined that COVID-19 has caused a local public health emergency as defined by Shoreline Municipal Code (SMC) Section 2.50.020(B) for the City of Shoreline and has declared as such (Attachment A).

This public health emergency necessitates activation of the City of Shoreline Comprehensive Emergency Management Plan (CEMP) and the utilization of emergency powers granted pursuant to State law (RCW 38.52.070(2) and RCW 38.52.110(1)) and Chapter 2.50 SMC. On March 4, 2020, the City Manager reported her intent to make this declaration to the Shoreline City Council. Tonight, Council is being asked to adopt Resolution No. 454 (Attachment B) ratifying and updating the City Manager's declaration of a local health emergency.

RESOURCE/FINANCIAL IMPACT:

The future costs of responding to COVID-19 are unknown at this time due to the evolving conditions. With the Washington State declaration of a health emergency, local COVID-19 response efforts may be eligible for state or federal reimbursement. Until there is a final determination on potential reimbursement, all expenditures will be recorded and tracked and will use existing appropriations. To date, less than \$10,000 has been expended in response to COVID-19.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 454 ratifying the City Manager's March 4, 2020 Local Declaration of Public Health Emergency in response to COVID-19.

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

BACKGROUND

On January 21, 2020, the first reported case of COVID-19 in Washington State occurred in Snohomish County and on February 28, 2020, Public Health - Seattle and King County (Public Health) announced the first King County and United States death due to COVID-19 in Kirkland, WA. COVID-19 is a respiratory disease that can result in serious illness or death caused by the SARS-CoV-2 virus, a new strain of coronavirus that had not been previously identified in humans, and can easily spread from person to person. The US Centers for Disease Control and Prevention (CDC) identifies the potential public health threat posed by COVID-19, both globally and in the United States, as “very high” and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States, the State of Washington, King County, and the City of Shoreline.

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared COVID-19 a public health emergency of international concern, and on January 31, 2020, the U.S. Department of Health and Human Services declared a public health emergency for COVID-19. On February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19 in Washington State. As of March 4, 2020, 31 have tested positive for COVID-19 in King County and eight in Snohomish County and a total of ten (10) deaths have been reported in King County.

Having reviewed the present circumstances, and in consideration of available information from governmental sources, the City Manager has determined that COVID-19 has caused a local public health emergency for the City of Shoreline. This determination was made due to nearby deaths and serious infections, and that it may have increased impact on the life and health of Shoreline residents, the local business economy, and City services.

These conditions constitute an emergency for the City of Shoreline as defined by Shoreline Municipal Code (SMC) Section 2.50.020(B), which includes circumstances that demand immediate action to preserve public health and protect life and has warranted the governor declaring a state of emergency, thereby necessitating activation of the City of Shoreline Comprehensive Emergency Management Plan (CEMP) and the utilization of emergency powers granted pursuant to State law (RCW 38.52.070(2) and RCW 38.52.110(1)) and Chapter 2.50 SMC.

On March 4, 2020, the City Manager reported her intent to make this declaration to the Shoreline City Council.

DISCUSSION

Cities have broad authority under state law to take actions necessary to protect public health as derived in the Washington State Constitution. In order to prepare for, prevent, and respond to COVID-19, the City Manager’s Local Declaration of a Public Health

Emergency authorizes the City to take necessary measures as authorized pursuant to SMC 2.50.060(H), RCW 38.52.070(2), and RCW 39.04.280.

- SMC 2.50.060(H) outlines the City Manager's power to issue a proclamation of local emergency. The proclamation authorizes the city to take necessary measures to combat a disaster; protect persons, property, and natural resources; provide emergency assistance to victims of the disaster and exercise powers authorized in RCW 38.52.070.
- RCW 38.52.070(2) waives the requirements of competitive bidding and public notice with reference to any contract relating to the City's lease or purchase of supplies, equipment, personal services or public works as defined by RCW 39.04.010, or to any contract for the selection and award of professional and/or technical consultants
- RCW 39.04.280 allows the City to exempt competitive bidding requirements in the event of an emergency.

The City Manager's local emergency declaration authorizes each City department to take necessary measures and exercise the above powers in light of the demands of a dangerous and escalating emergency situation without regard to time consuming procedures and formalities otherwise normally required by law, excepting constitutional mandates.

The City Manager has used the emergency declaration to authorize one expense related to supporting continuity of operations, which is increased information technology support for a minimum of three weeks. This is estimated to cost the City \$5,000. The City is also exploring the possibility of increasing our conference call capabilities, though staff does not yet have a cost associated with this. With the Washington State declaration of a health emergency, local COVID-19 response efforts may be eligible for state or federal reimbursement.

RESOURCE/FINANCIAL IMPACT

The future costs of responding to COVID-19 are unknown at this time due to the evolving conditions. With the Washington State declaration of a health emergency, local COVID-19 response efforts may be eligible for state or federal reimbursement. Until there is a final determination on potential reimbursement, all expenditures will be recorded and tracked and will use existing appropriations. To date, less than \$10,000 has been expended in response to COVID-19.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 454 ratifying the City Manager's March 4, 2020 Local Declaration of Public Health Emergency in response to COVID-19.

ATTACHMENTS

Attachment A – March 4, 2020 Local Declaration of Public Health Emergency
Attachment B – Resolution No. 454

**LOCAL DECLARATION OF PUBLIC HEALTH EMERGENCY
CITY MANAGER OF CITY OF SHORELINE**

WHEREAS, on January 21, 2020 the first reported case of COVID-19 in Washington State occurred in Snohomish County and on February 28, 2020 the Public Health Seattle and King County announced the first King County and United States death due to COVID-19 in Kirkland, Washington, and

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death caused by the SARS-CoV-2 virus, a new strain of coronavirus that had not been previously identified in humans, and can easily spread from person to person; and

WHEREAS, the US Centers for Disease Control and Prevention (CDC) identifies the potential public health threat posed by COVID-19, both globally and in the United States, as “very high” and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States, the State of Washington, King County, and the City of Shoreline; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared COVID-19 a public health emergency of international concern; on January 31, 2020, the U.S. Department of Health and Human Services declared a public health emergency for COVID-19 and; and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19; and

WHEREAS, as of March 4, 2020, 31 have tested positive for COVID-19 in King County and eight in Snohomish County and a total of ten (10) deaths have been reported in King County; and

WHEREAS, having reviewed the present circumstances, and in consideration of available information from governmental sources, the City Manager has determined that COVID-19 has caused a local public health emergency for the City of Shoreline, due to nearby deaths and serious infections, and that it may have increased impact on the life and health of Shoreline residents, the local business economy, and City services; and

WHEREAS, the conditions stated above constitute an emergency for the City of Shoreline as defined by SMC 2.50.020(B), which includes circumstances that demand immediate action to preserve public health and protect life and has warranted the governor declaring a state of emergency, thereby necessitating activation of the City of Shoreline Comprehensive Emergency Management Plan (CEMP) and the utilization of emergency powers granted pursuant to RCW 38.52.070(2), RCW 38.52.110(1), and Chapter 2.50 SMC; and

WHEREAS, the City Manager of the City of Shoreline has reported her intent to make this declaration to the Shoreline City Council

NOW THEREFORE, the Shoreline City Manager declares as follows:

Section 1: It is hereby declared under Chapter 38.52 RCW and Chapter 2.50 SMC, that COVID-19 is a local public health emergency that exists within the confines of the City of Shoreline, that will result in, or threatens to result in, the death or injury of persons and, as such, requires extraordinary measures to protect the public health, safety, and welfare.

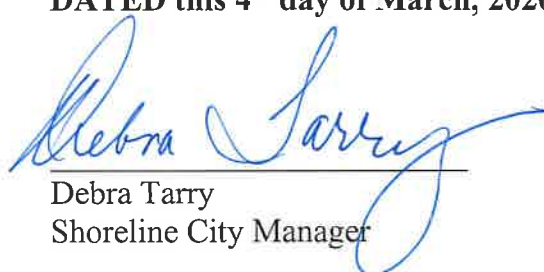
Section 2. Pursuant to the local public health emergency declared at Section 1, the Shoreline City Manager authorizes City departments and offices, as designated pursuant to the CEMP, to take actions and incur obligations deemed necessary to mitigate and prevent such emergency to protect the health and safety of the citizens of Shoreline and to provide emergency assistance to the victims of such emergency consistent with the CEMP.

Section 3. In order to prepare for, prevent, and respond to this emergency, the City Manager authorizes the City to take necessary measures as authorized pursuant to SMC 2.50.060(H), RCW 38.52.070(2), and 39.04.280,; including waiving the requirements of competitive bidding and public notice with reference to any contract relating to the City’s lease or purchase of supplies, equipment, personal services or public works as defined by RCW 39.04.010, or to any contract for the selection and award of professional and/or technical consultants. Each City department designated is hereby authorized to exercise the powers vested in this proclamation in light of the demands of a dangerous and escalating emergency situation without regard to time consuming procedures and formalities otherwise normally required by law, except constitutional mandates.

Section 4. The emergency declared in Section 1 shall be in place immediately upon the date of adoption and continue and shall remain in place until terminated or extended by further resolution of the City Council.

Section 5. A copy of this declaration, the extent practicable, shall be posted at the City's regular locations for official notices and shall be made available to members of the local news media and the general public and appropriate federal, state, regional and local agencies.

DATED this 4th day of March, 2020.


Debra Tarry
Shoreline City Manager

RESOLUTION NO. 454

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE,
WASHINGTON, RATIFYING DECLARATION OF PUBLIC HEALTH
EMERGENCY RELATED TO THE COVID-19 VIRUS.**

WHEREAS, Shoreline Municipal Code (“SMC”) Section 2.50.060 grants the City Manager the authority to take action on behalf of the City of Shoreline (“City”) in the event of an emergency or disaster subject to ratification by the City Council as soon as practicable; and

WHEREAS, in the exercise of such authority the City Manager did execute a Declaration of Public Health Emergency related to the COVID-19 virus dated March 4, 2020; and

WHEREAS, the City Council held a regular meeting on March 16, 2020; and

WHEREAS, the City Council wishes to ratify the above referenced Declaration of Public Health Emergency and the acts of City Departments and staff that have been and will be taken in connection with such emergency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES:

Section 1. Any and all acts undertaken by City Departments and staff consistent with the Declaration of Public Health Emergency related to the COVID-19 virus issued by the City Manager dated March 5, 2020, and prior to the effective date hereof, are hereby ratified and confirmed.

Section 2. Any and all acts undertaken by City Departments and staff consistent with the Declaration of Public Health Emergency related to the COVID-19 virus issued by the City Manager dated March 4, 2020, and following the effective date hereof, are hereby authorized until such time as such declaration has been amended, rescinded or otherwise terminated by the City Manager or City Council.

Section 3. This Resolution shall take effect and be in full force immediately upon passage by the City Council.

Passed by majority vote of the City Council in an open meeting this 16th day of March, 2020 and signed in authentication thereof on March 16, 2020.

Will Hall, Mayor

ATTEST:

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorizing the City Manager to Execute a Professional Services Contract with Landau Associates, Inc. in the Amount of \$63,200 to Provide Noise Mitigation Construction Services for the Lynnwood Link Light Rail Extension Project

DEPARTMENT: City Manager's Office

PRESENTED BY: Juniper Nammi, Light Rail Project Manager

ACTION: ☐ Ordinance ☐ Resolution ☒ Motion
 ☐ Discussion ☐ Public Hearing

PROBLEM/ISSUE STATEMENT:

The Sound Transit Lynnwood Link Extension Project requires noise mitigation measures during construction of this project and for operation of the light rail system and associated transit centers at the stations. The City does not have staff with the required expertise to review and inspect the project for compliance with the City's adopted Noise Control regulations in Shoreline Municipal Code (SMC) Chapter 9.05 and the noise related Special Use Permit conditions that apply to this project (SPL18-0140). City staff administratively selected and contracted for noise mitigation design review and permit review services with Landau Associates, Inc. in 2017 and again in 2018-2019 for a combined scope of work less than \$50,000.

City staff would now like to execute a contract for noise mitigation construction services including review of permit revisions and inspections during construction of both the construction and operations related mitigation measures. The City Manager has approved a waiver of the Request for Proposals process based on satisfactory past work and their qualifications to perform this scope of work. Council approval is required because the contract amount for 2020 is proposed to be sixty-two thousand, three hundred dollars (\$62,300).

RESOURCE/FINANCIAL IMPACT:

The contract amount is included in the City Manager's Office Budget for Light Rail Stations and is adequately funded through the end of 2020 by the Expedited Permitting and Reimbursement Agreement for the Lynnwood Link Project executed with Sound Transit (Contract #9829, as amended). No additional budget is required at this time.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Contract No. 9464 with Landau Associates, Inc. for Noise Mitigation Construction Services for the Lynnwood Link Light Rail Extension Project in the amount of \$63,200 through December 31, 2020.

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

BACKGROUND

The Sound Transit Lynnwood Link Extension Project requires noise mitigation measures during construction of this project and for operation of the light rail system and associated transit centers at the stations. The City does not have staff with the required expertise to review and inspect the project for compliance with the City's adopted Noise Control regulations in Shoreline Municipal Code (SMC) Chapter 9.05 and the noise related Special Use Permit conditions that apply to this project (SPL18-0140).

In early 2017, City staff administratively selected and contracted for noise mitigation design review and permit review services with Landau Associates, Inc. for review of the Sound Transit LLE Project design submittals that were expected in mid-March (Contract No. 8765, \$9,349.50 expended). This original contract expired on January 1, 2018. The original contract was replaced by Contract No. 9091 for continuation of the design submittal and permit review work in 2018 and 2019 (\$37,653.37 expended). To date the combined scope of work has been less than \$50,000.

DISCUSSION

City staff would now like to execute a contract for noise mitigation construction services including review of permit revisions and inspections of the Lynnwood Link Extension Project of both the construction and operations related mitigation measures. Review of permit revision submittals is very similar to the work previously contracted for from 2017 through 2019. Inspections of mitigation measures after installation was not previously part of the past contracts.

The City Manager has approved a waiver of the Request for Proposals process based on satisfactory past work and the qualifications to perform the scope of work (Attachment A, Exhibit A). Council approval is required because the contract amount for 2020 is proposed to be sixty-two thousand, three hundred dollars (\$62,300).

COUNCIL GOAL(S) ADDRESSED

Proposed Contract No. 9464 for noise mitigation construction services including review of permit revisions and inspections during construction of both the construction and operations related mitigation measures for the LLE Project supports the 2019-2021 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline.*

RESOURCE/FINANCIAL IMPACT

The contract amount is included in the City Manager's Office Budget for Light Rail Stations and is adequately funded through the end of 2020 by the Expedited Permitting and Reimbursement Agreement for the Lynnwood Link Project executed with Sound Transit (Contract #9829, as amended). No additional budget is required at this time.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Contract No. 9464 with Landau Associates, Inc. for Noise Mitigation Construction Services for the Lynnwood Link Light Rail Extension Project in the amount of \$63,200 through December 31, 2020.

ATTACHMENTS

- Attachment A – Proposed Contract No. 9464 for Noise mitigation construction services for review and inspection of the Lynnwood Link Extension Light Rail Project
- Attachment B – Request for Services RFP Waiver



Contract No. 9464

Brief Description: Noise Mitigation Construction Services for the Sound Transit LLE

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the “CITY,” and Landau Associates, Inc., hereinafter referred to as the “CONSULTANT.”

WHEREAS, the City desires to retain the services of a consultant to (i) review link light rail Construction Noise and Vibration Mitigation and Monitoring Plans, weekly monitoring reports, and other provided materials related to conditions of the Project's Special Use Permit, and (ii) to perform field inspections to support evaluation of temporary noise barriers or other needs as requested, and

WHEREAS, the City has selected Landau Associates, Inc. to perform the above-mentioned services;

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

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$62,300, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of an itemized invoice or billing voucher in the form set forth on Exhibit B. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. Mail all invoices or billing vouchers to: Accounts Payable, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905 or email to accountspayable@shorelinewa.gov .

3. Term.

- A. The term of this Agreement shall commence February 1, 2020, and end at midnight on the 31st day of December, 2020.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension,

all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. The Consultant acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Consultant in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

6. Independent Contractor Relationship.

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

7. Hold Harmless.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Gifts.

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

9. City of Shoreline Business License.

As mandated by SMC 5.05.030, the Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.

10. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

11. Delays.

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

12. Successors and Assigns.

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

13. Nondiscrimination.

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

14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

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

Consultant Name: Steve Quarterman
Name of Firm: Landau Associates, Inc.
Address: 130 2nd Ave South
Address: Edmonds, WA 98020
Phone Number: (425) 778-0907

15. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

16. General Administration and Management.

The City's contract manager shall be (name and title): Juniper Nammi, Light Rail Project Manager.

17. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

19. Captions.

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

20. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

21. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____

By: _____

Name: Debbie Tarry

Name: Steven J. Quarterman

Title: City Manager

Title: Senior Associate

Date: _____

Date: _____

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)

Exhibit A - Scope and Compensation

February 5, 2020

City of Shoreline
Planning and Community Development
17500 Midvale Avenue North
Shoreline, WA 98133

Attn: Juniper Nammi, AICP

Transmitted via email to: jnammi@shorelinewa.gov

**Re: Third-Party Review and Inspection– Noise (Construction Phase)
Sound Transit Link Light Rail – Lynnwood Link Extension Project
Shoreline, Washington**

Dear Juniper:

Landau Associates, Inc. (LAI) appreciates the opportunity to support the City of Shoreline (City) with third-party review and inspection services related to noise impact considerations for the Sound Transit Link Light Rail, Lynnwood Link Extension (LLE) project (Project). This letter provides LAI's scope of services and cost estimate for support including review and comment on the LLE construction submittals and site conditions, as well as inspection of mitigation measures to verify that permit conditions and requirements are met.

Project Understanding

The Project will include four new light rail stations from Northgate to Lynnwood along the Interstate-5 corridor, two of which will be located in the City at 145th Street and 185th Street. As a result, the City has been reviewing designs and issuing permits for the Project segment occurring in the City. The Project within the City's limits is separated between two design packages, L200 and L300.

LAI has previously provided the City with review support during design under Contract No. 8765 (which expired on January 1, 2018) and Contract No. 9091 (including Amendment No. 1, which expired on December 31, 2019). Construction services will be authorized as a separate contract.

The Special Use Permit for the Project includes the following conditions related to construction noise:

- a) *The Construction Noise and Vibration Mitigation and Monitoring Plan prepared for the Project shall be subject to City review and approval with the Master Site Development and ROW Use Permits main package revisions. The plan shall be provided to the City at least 30 days prior to initiating main package construction activities. The plan shall include regular reporting on monitoring to the City during construction.*
- b) *Temporary noise barrier materials shall comply with the minimum density standard of four (4) pounds per square foot.*
- c) *Nighttime construction work outside the limits of weekday and/or weekend hours in SMC 9.05.040 shall be subject to application for variance pursuant to SMC 9.05.080.*

- d) *Noise abatement measures (including temporary noise barriers) shall be monitored weekly during construction, and any damage or issues with the noise abatement measures shall be repaired or rectified within three days of identifying the issue, to ensure that such measures are installed and maintained to specifications. Complaints regarding noise abatement measures provided to residents for use inside their homes shall be addressed through the public engagement process and do not require regular monitoring by Sound Transit.*
- e) *In locations where existing noise walls will be removed and other areas along the Project Corridor where identified in the Construction Noise Report (Exhibit 2, Attachment X), Sound Transit shall install temporary noise barriers shall be installed to provide mitigation of highway and/or proximate construction noise until proposed walls are constructed consistent with Mitigation Commitments 4.7-D and 4.7-E in the 2015 FTA ROD Mitigation Plan (Exhibit 7, p. B-9 to B-10). Replacement walls shall be constructed as soon as possible, and no later than prior to start of light rail guideway systems testing (prior to trains running on tracks).*
- f) *Sound Transit shall comply with SMC 9.05 Noise control for all construction staging sites for the Project and shall, as part of the construction Noise and Vibration Control Plan(s), submit proposal(s) for assessing, and if needed, mitigating noise from offsite staging areas for City approval and acceptance under the required site development permit(s). The proposal(s) shall include the following:*
 - 1) *Processes for documenting ambient noise levels prior to start of construction staging use and changes in noise levels at adjacent properties after construction staging use begins;*
 - 2) *Process for assessing subsequent changes in the construction staging noise levels due to new or different construction staging activities occurring in the staging area that are expected to increase noise levels or when complaints are received by the City or Sound Transit staff;*
 - 3) *Threshold of change in noise levels, above which noise mitigation measures would be implemented; and*
 - 4) *Proposed mitigation measures consistent with FTA ROD Mitigation Commitment 4.7E (Exhibit 7) to be used if the agreed noise threshold is exceeded.*

LAI understands that the City has requested support with determining contractor/Sound Transit compliance with the conditions noted above during construction. The timeframe for these services will be from January 2020 to December 2020, and may be extended beyond 2020, under contract amendment.

Proposed Scope of Services

The following tasks define LAI's proposed scope of services to provide construction-phase support to the City with third-party review noise services for the proposed Project.

Task 1: LLE Link Light Rail Construction Noise Documentation Review

Upon direction from the City, LAI will review Link Light Rail Construction Noise and Vibration Mitigation and Monitoring Plans, weekly monitoring reports, and other provided materials related to conditions of the Project Special Use Permit and related construction permits. Based on review, LAI will incorporate comments into Bluebeam review sessions or in email correspondence. This task includes review and comments for no more than 18 submittals.

Construction schedule and activities outside of exempt hours are not currently known. Therefore, the number of noise monitoring plan updates and weekly monitoring reports is undetermined. This task includes review of up to 10 construction permit review submittals and 4 monitoring plan/updates and weekly monitoring reports identified in Special Use Permit Condition a and/or f. At least two reviews are included in support of Special Use Permit Conditions b and c.

Assumptions

- LAI coordination with Sound Transit, if necessary, will occur only with the consent of the City.
- This task does not include field efforts to validate site conditions or collect noise level data.

Deliverables

- Review comments for up to 18 construction plan/documentation submittals.

Task 2: Field Inspection

Upon direction of the City, LAI will conduct field inspections to support evaluation of temporary noise barriers in support of Sound Transit Condition b and/or d, or other needs as requested. This task includes up to six site visits, which may include review of noise abatement measures and coordination with City staff to complete subsequent reviews. Summaries of field reviews will be provided to the City in email format, and may include markups of existing project plans or figures.

Assumptions

- LAI coordination with Sound Transit, if necessary, will occur only with the consent of the City.
- This scope of services does not include field efforts to collect noise level data.
- Field review comments will be formatted, if necessary, by the City for transmittal to Sound Transit and/or its construction contractor.

Deliverables

- Review comments based on no more than six field inspections.

Cost Estimate

At the time of this writing, LAI has not been provided with a construction schedule, and the cost estimate is based on assumptions provided in each task above. LAI recommends establishing an initial budget of **\$62,300** for construction services, as detailed below.

Task	Estimated Cost
Task 1: LLE Link Light Rail Construction Noise Documentation Review	\$46,300
Task 2: Field Inspection	\$16,000
PROJECT TOTAL	\$62,300

LAI proposes to provide the above-described services on a time-and-expenses basis according to the budget set forth above and our 2020 Compensation Schedule (attached). In the event the project requirements change, or unexpected conditions are disclosed that appear to require additional field effort, review, or analysis, we will bring these considerations to your attention and seek your written approval for an addendum to the scope of services and costs prior to performing additional services.

Schedule

LAI estimates that we will be able to complete initial review and evaluation of documentation submittals and field reviews within 1 week of receiving review requests from the City. Project services under this scope of services will be completed by the end of December 2020, and may be extended beyond 2020 through contract amendment.

Authorization

LAI anticipates that the City will develop a consultant agreement consistent with other agreements between the City and LAI to formalize our working relationship on this project. Please let us know how we can assist you in that process.

* * * * *

LAI appreciates the opportunity to work with the City on this project. Please contact us if you have any questions about our proposed scope of services and budget for this project.

LANDAU ASSOCIATES, INC.



Steven Quarterman
Senior Associate

SJQ/JAF/tam
2020-7567

X:\C_Shoreline\2020-02_ST Construction Review Services\LAI_ST LLE LLR 3rd-Party Construction Review Services_prop - 02-05-20.docx

Attachment: 2020 Compensation Schedule

COMPENSATION SCHEDULE – 2020

Personnel Labor	Hourly Rate
Senior Principal	280
Principal	260
Senior Associate	240
Associate	210
Senior	190
Senior Project	175
Project	160
GIS Analyst	160
Senior Staff / CAD Designer	144
Staff / Senior Technician II	132
Data Specialist	132
CAD / GIS Technician	129
Project Coordinator	116
Assistant / Senior Technician I	107
Technician	86
Support Staff	75

Expert professional testimony in court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

Request for Services Waiver RFP Process

Project: Sound Transit LLE Light Rail Project - Permitting

Services to be Rendered: Noise mitigation construction services for review and inspection of the Lynnwood Link Extension Light Rail Project (Contract 9464)

Anticipated Cost of Services: \$62,300

Desired Consultant: Landau Associates, Inc.

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

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

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

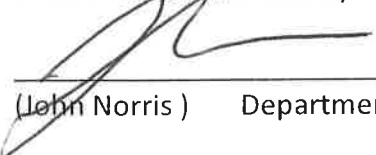
Explanation:

In 2017, two potential consultants were identified for third party review of the LLE Project noise impact analysis and proposed mitigation measures and estimates were requested from both. Only one, Landau Associates responded with a rough cost estimate and qualification information for the consultant team. A contract was awarded based on this limited selection process due to immediated need for the review services.

To date, these services has been provided under two separate contracts, 8765 and 9091 and a total of \$47,002.87 has been spent on the design and permit review services. Permit review is not yet complete and now construction services need to be contracted for - including the inspections mitigation measures, review of noise monitoring reports, and review of revisions.

Landau has provided quality review services and remains the most familiar with the LLE Project and permit conditions.

Waiver Recommended by:

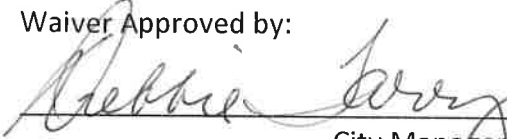


(John Norris) Department Director

3-2-2020

Date

Waiver Approved by:


City Manager

3/3/2020
Date

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

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute the Washington State Department of Transportation Release of Deed Restriction and City Covenant to Obtain Fair Market Value or Equivalent Land for Road Purposes
DEPARTMENT:	City Manager's Office Public Works
PRESENTED BY:	Juniper Nammi, Light Rail Project Manager Noel Hupprich, Development Review and Construction Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Sound Transit is seeking to acquire through intergovernmental property transfer a portion of City Rights-of-Way (ROW) identified as 7th Avenue NE, north of NE 185th Street, and a triangular portion of NE 185th Street, north of the existing sidewalk between 7th Avenue NE and 8th Avenue NE through proposed Resolution No. 453, which is separately on tonight's agenda for adoption. This City ROW property is proposed as part of a larger site for the construction of the Shoreline North/185th Light Rail Station, Garage and Transit Center as currently designed for the Lynnwood Link Extension (LLE) Project.

The majority of 7th Avenue NE and NE 185th Street (24,068 square feet) is owned in fee by the City of Shoreline and can be transferred to Sound Transit pursuant to RCW Chapter 39.33. This area was transferred to King County in 1986 via a Quitclaim Deed from Washington State Department of Transportation (WSDOT) and includes a restriction that allows the land to only be used for road purposes. WSDOT needs to release the deed restriction in the 1986 Deed so that Sound Transit can use the property for the light rail station and garage, which are not road purposes.

The City and WSDOT mutually drafted a letter (Attachment A) documenting that WSDOT's agreement to release the deed restriction and the City's covenant to use property, or revenue, of equivalent fair market value from this intergovernmental property transfer would be used for road purposes. To comply with the deed restriction on this property, the City would apply the same deed restriction to the new fee owned property received from Sound transit and would use it for road purposes. The Release of Deed restriction to be recorded on title was also mutually developed (Attachment A). WSDOT has signed the letter and would sign the Release of Deed Restriction when needed for recording on title. Tonight, staff is requesting that Council authorize the City Manager to execute this letter and release of deed.

RESOURCE/FINANCIAL IMPACT:

There is no direct financial impact related to this Letter and Release of Deed Restriction between the City and WSDOT. The letter documents the City's covenant to comply with the deed restriction on the portions of City ROW to be transferred Sound Transit. Future City property to be received as compensation from Sound Transit would be restricted to Road purposes through recording of the same deed restriction to the new fee-owned property received from Sound Transit.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to sign the letter covenanting to comply with the road purposes only deed restriction and to execute the Release of Deed Restriction.

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

BACKGROUND

The Sound Transit Lynnwood Link Extension (LLE) Project includes the proposed Shoreline South/185th Station, which is designed to be located parallel to the I-5 corridor and immediately north of NE 185th Street and west of 8th Avenue NE. The station is proposed to be located over portions of the I-5 Limited Access Area and the ROW for 7th Avenue NE and the northern margin of NE 185th Street. The majority of this area is owned in fee by the City and would be transferred to Sound Transit through approval of Resolution No. 453 and the related Property Agreement.

The area of City ROW proposed for transfer to Sound Transit was originally purchased from private property owners for construction I-5. In 1986, property that was acquired by Washington State Department of Transportation (WSDOT) for realignment of King County roads from the I-5 project was transferred to King County by Quitclaim Deed (Recording No.8603110515), recorded March 11, 1986, and includes a restriction that allows the land to only be used for road purposes. This property was conveyed to the City of Shoreline by operation of law in or about 1995 when the City incorporated. WSDOT needs to release the deed restriction in the 1986 Deed so that Sound Transit can use the property for the light rail station and garage, which are not road purposes.

City Council held a public hearing on the proposed intergovernmental transfer of portions of 7th Avenue NE and NE 185th Street on March 2, 2020. The draft WSDOT – City of Shoreline letter and draft Release of Deed restriction were included with the staff report and identified by staff as a key step in transferring the property to Sound Transit. The staff report for the March 2, 2020 public hearing can be found online at: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport030220-8a.pdf>.

DISCUSSION

Currently, the property at 7th Avenue NE and NE 185th Street, proposed for transfer to Sound Transit, is subject to the following restriction that is in the 1986 Deed:

It is understood and agreed that the above referenced property is transferred for road purposes and that all revenue resulting from any vacation, sale or rental of such road shall be placed in the county road fund and used exclusively for road purposes.

WSDOT has agreed to release the deed restriction in the 1986 Deed so that Sound Transit can use the property for the light rail station and garage, which are not road purposes. The City and WSDOT mutually drafted a letter and release of deed restriction to be recorded on title and documenting the City's covenant to use property, or revenue, of equivalent fair market value from this intergovernmental property transfer would be used for road purposes (Attachment A). As a condition of releasing the deed restriction on the portion of City ROW needed for the new light rail Station, WSDOT requires that the City apply the same deed restriction to any new fee owned property received from Sound Transit as compensation. The proposed letter documents the City's agreement to do so.

Council directed staff to bring this item back for authorization on the March 16, 2020, consent agenda.

STAKEHOLDER OUTREACH

The need to release the deed restriction was part of the staff report to Council for the public hearing held on March 2, 2020, on proposed Resolution No. 453 to transfer this City ROW to Sound Transit for the Shoreline North/185th Station site. No public comment was received.

COUNCIL GOAL(S) ADDRESSED

Proposed Resolution 453 to transfer portions of 7th Ave NE and NE 185th Street ROW to Sound Transit for the Shoreline North/185th Station site supports the 2019-2021 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline.*

RESOURCE/FINANCIAL IMPACT

There is no direct financial impact related to this Letter and Release of Deed Restriction between the City and WSDOT. The letter documents the City's covenant to comply with the deed restriction on the portions of City ROW to be transferred Sound Transit. Future City property to be received as compensation from Sound Transit would be restricted to Road purposes through recording of the same deed restriction to the new fee-owned property received from Sound Transit.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to sign the letter covenanting to comply with the road purposes only deed restriction and to execute the Release of Deed Restriction.

ATTACHMENTS

Attachment A – WSDOT Release and City Covenant Letter – 7th and 185th



**Washington State
Department of Transportation**

Northwest Region
15700 Dayton Avenue North
P.O. Box 330310
Seattle, WA 98133-9710
206-440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 2, 2020

City of Shoreline Contract #: 9628

Release of Deed Restriction – 7th Ave NE and portion of NE 185th Street

To Whom It May Concern,

This letter is in response to the City of Shoreline's (City) request for the Washington State Department of Transportation (WSDOT) to release a deed restriction that was placed on certain property WSDOT conveyed to King County pursuant to that Agreement entitled GM 1202, dated April 23, 1984, and Quitclaim Deed dated January 10, 1984, recorded March 11, 1986 under King County Auditor's File No. 8603110515 (Deed).

The certain conveyed property are portions of the following roadways: a portion of NE 185th Street between 7th Ave NE and 8th Ave NE and the portion of 7th Avenue NE, north of NE 185th Street, located in Section 5 of Township 26 N, Range 4 E. W.M. (approximately 24,068 square feet), as outlined in orange on the Right of Way Plan attached hereto entitled *SR 5-Seattle Freeway_185th Street ROW Plan* (hereinafter the Road Property).

The Road Property was conveyed to the City by operation of law in/about 1995 when it incorporated and, the City has been utilizing the Road Property for road purposes since that time. The terms of the Deed limit the City's use of the Road Property to "road purposes" and requires "that all revenue resulting from any vacation, sale or rental of such road shall be placed in the county [City] road fund and used exclusively for road purposes" (Deed Restriction).

Sound Transit desires to utilize this portion of the Road Property for the non-road purposes of constructing, operating, and maintaining a light rail station, light rail track, and light rail related features for Sound Transit's Lynwood Link Extension project. To utilize the Road Property, Sound Transit, as majority fee title property owner of abutting properties, has requested that the City complete an intergovernmental transfer of the Road Property pursuant to the process set forth in chapter 39.33 RCW in exchange for Sound Transit's conveyance of other real property of equivalent market value to the City for public road purposes.

To accomplish this vacation, the City requested WSDOT's release the Deed Restriction so as to allow use of the Road Property for non-road purposes. As a condition of this release, as evidenced by Release of Deed Restriction attached hereto, the City covenants to WSDOT that it shall obtain from Sound Transit fee title to other real property of equivalent fair market value to the Road Property and that the City will encumber the title to said real property with the same language as the Deed Restriction. The City further covenants to WSDOT that in the event the real property acquired by the City from Sound Transit is sold, leased, or vacated the revenues resulting therefrom shall be placed in the City road fund and used exclusively for road purposes.

Subject to the execution of the Release of Deed Restriction, WSDOT releases the Deed Restriction on the Road Property as described herein and as shown outlined in orange on the Right of Way Plans entitled *SR 5-Seattle Freeway_185th Street ROW Plan* and described in Exhibit B-1 and depicted in Exhibit B-2 of the *Release of Deed Restriction*, attached hereto.

The undersigned hereby certifies that he/she has the authority to execute this document on behalf of the governmental agency that he/she is signing on behalf of.

Washington State Department of Transportation



Mike Cotten
Northwest Region Administrator

3.5.2020

Date

City of Shoreline:

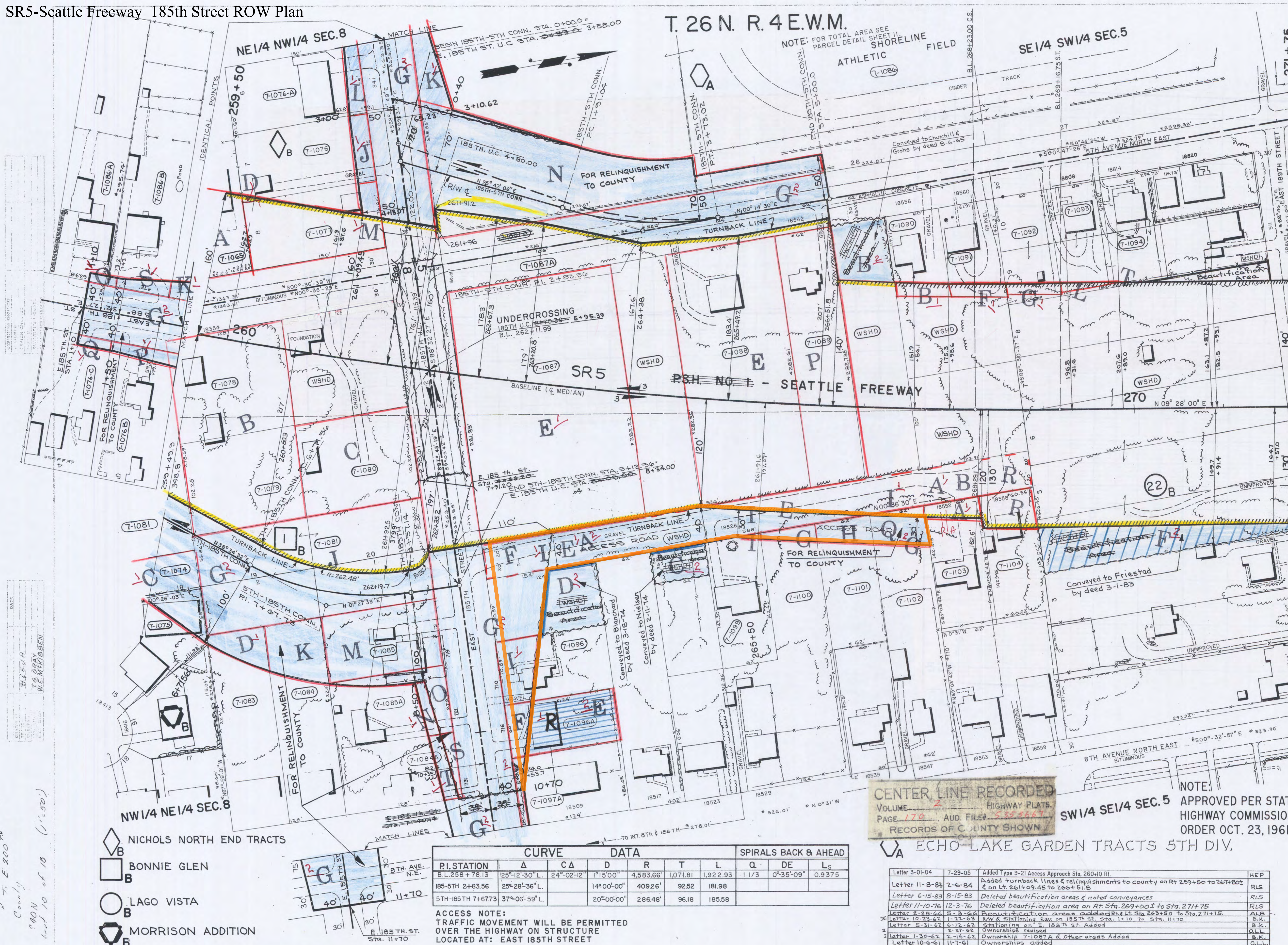
Debbie Tarry
City Manager

Date

Attachments:

SR 5-Seattle Freeway_185th Street ROW Plan
Release of Deed Restriction

SR5-Seattle Freeway 185th Street ROW Plan



OWNERSHIPS		ALL AREAS TO NEAREST 10 SQ. FT. UNLESS OTHERWISE NOTED.		
PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER LT. RT.
7-1075	EARLY	11,630	2,110	
7-1076	NELSON	11,250	1,800	9,750
7-1077	WATER DIST. NO. 42	11,500	9,470	2,030
7-1078	LEARNED B.W.	15,230	15,230	
7-1079	LEARNED B.W.	13,090	13,090	
7-1080	LEARNED L.L.	13,090	13,090	
7-1081	ROBERTS	1,356 Ac.	1,356 Ac.	0.01 Ac.
7-1082	Not Used			
7-1083	ROGERS	14,340	2,000	12,340
7-1084	FORBES	14,340	3,980	10,360
7-1085	BEALS	9,600	9,600	
7-1086	SHORELINE SCHOOL DIST. NO. 412	27.81 Ac.	0.70 Ac.	27.11 Ac.
7-1087	BURKHEIMER	1.20 Ac.	1.20 Ac.	
7-1088	WOLTERS	35,030	35,030	
7-1089	COLUMBIA	17,530	17,530	
7-1090	SLICK	5,620	780	4,840
7-1091	ESTES	6,480	780	5,690
7-1092	HEINRICHS	6,900	660	6,240
7-1093	YOUNG	7,200	540	6,660
7-1094	ROE	7,200	50	7,150
7-1096	BLANCHARD	8,190	3,015	5,775
7-1096A	STEWART	7,440	1,560	5,880
7-1097A	PERKINS	9,930	960	6,970
7-1099	NIELSEN	8,820	60	8,760
7-1100	LERCHER	26,250	2,510	25,510
7-1101	LOWNEY	1,800	1,250	750
7-1102	ALLEN	17,480	2,330	15,150
7-1103	THORNING	8,850	1,050	7,800
7-1104	ELLIS	8,660	2,440	6,220
7-1065	See Sheet 9 FOR OWNERSHIP DATA.			
7-1084A	SCHROEDER	9,600	1,360	7,640
7-1085A	NELSON	9,600	3,470	6,130
7-1074	See Sheet No. 9			
7-1087A	DUMAS	18,540	13,020	5,520
7-1076-A	BICKERSTAFF	11,250	1,310	9,940
7-1076-B	HENSLEY	11,250	990	10,310
7-1076-C	BINGHAM	11,250	380	10,870
7-1086-A	ST JOHN	18,920	210	18,710
7-1086-B	PORTIER	21,290	930	20,360

ACCESS APPROACH SCHEDULE		
OWNER	STATION ON ROADWAY	TYPE
WSDOT	260+10 RT.	9-21

ACCESS NOTES:
NO. 9 THIS APPROACH SHALL BE GATED
AND LOCKED WHEN NOT IN USE.

NO. 21. THE PRIVILEGE OF ACCESS TO AREAS WITHIN
THE RIGHT OF WAY IS PERMITTED FROM OUTSIDE
THE RIGHT OF WAY TO THE USER DESIGNATED, SOLEY
FOR USE AUTHORIZED BY AND SUBJECT TO THE
CONDITIONS OF THE FRANCHISE, PERMIT, OR
AGREEMENT SPECIFIED. NO ACCESS WILL BE ALLOWED
TO THE TRAVELED HIGHWAY LANES OR RAMPS.

NOTES

ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE
CEMENT CONCRETE UNLESS OTHERWISE NOTED.

COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.

* ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN
FROM TITLE REPORTS AND PLAT MAPS.

LEGEND

STATE OWNED-DEPT. OF HIGHWAYS

ACCESS TO BE PROHIBITED SHOWN THUS:

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES
BEAUTIFICATION OWNERSHIPS
COORDINATED MONUMENT, CITY OF SEATTLE

- EXISTING MONUMENT

RETAINING WALL

ROCKERY

Exhibit A

(WSHD)

(7-105)

(BT-105)
©

○

ROCKERY

Exhibit A

~~(PRIMARY STATE HIGHWAY NO. 1)~~ SR 5

SEATTLE FREEWAY

E. 145th ST. TO E. 200th ST.

KING COUNTY

RIGHT OF WAY

Sta. 259+50 to Sta. 271+75

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
E. J. VETCHAM* CHAIRMAN
E. A. COWELL
E. D. ZANN
E. A. MOISIO

W. D. Biggs
DIRECTOR OF HIGHWAYS

15
SHEET 10 OF 18 SHEETS

SCALE: 1 inch = 50 Feet
APPROVED: May 31, 1961

DRAWER 9-D: R/W^{SR-5}/1798

AFTER RECORDING RETURN TO:

Washington State Department of Transportation
Northwest Region
15700 Dayton Avenue N
PO Box 330310
Seattle, WA 98133-9710

RELEASE OF DEED RESTRICTION

Whereas, by Quitclaim Deed dated January 10, 1984, recorded March 11, 1986 under King County Auditor's File No. 8603110515 (Deed), the Washington State Department of Transportation (WSDOT), a state agency, conveyed certain land on the WSDOT Right of Way Plans entitled *SR 5, Seattle Freeway, E. 145th ST. to E. 200th ST.* (**Exhibit A** attached hereto), to King County, a municipal corporation, subject to a Deed Restriction which states:

It is understood and agreed that the above referenced property is transferred for road purposes and that all revenue resulting from any vacation, sale or rental of such road shall be placed in the county road fund and used exclusively for road purposes.

Whereas, said land was conveyed to the City of Shoreline, a municipal corporation, by operation of law in/about 1995 when the City incorporated and has been used by the City for road purposes since that time; and

Whereas, the Central Puget Sound Regional Transit Authority (Sound Transit) sought vacation of certain portions of said land as described on **Exhibit B-1** hereto and depicted on **Exhibit B-2** hereto (Property) for non-road purposes, namely for the constructing, operating, and maintaining a light rail station, guideway, and related features for its Lynnwood Link Extension project; and

Whereas, to permit Sound Transit to utilize said Property for non-road purposes, WSDOT must release the Deed Restriction encumbering said Property but WSDOT is still obligated to retain the Deed Restriction; and

Now Therefore, in consideration of the promises and covenants set forth below, WSDOT and the City hereby execute this Release of Deed Restriction as follows:

Section 1. Release of Deed Restriction.

- A. WSDOT hereby releases the Deed Restriction showing on Page 1 of the Quitclaim Deed dated January 10, 1984, recorded March 11, 1986 under King County Auditor's File No. 8603110515, but only in relationship to the Property.

Section 2. City of Shoreline Covenants.

In consideration of the release of the Deed Restriction, the City of Shoreline hereby covenants:

- A. The City shall record this Release of Deed Restriction with the King County Recorder's Office.
- B. The City shall obtain from Sound Transit fee title to other real property (Exchange Property) of equivalent fair market value to the Property.
- C. The City shall encumber the fee title to the Exchange Property with the same language as the Deed Restriction.
- D. If the City sells, leases, or vacates the Exchange Property, the revenues resulting therefrom shall be placed in the City's Road Fund and used exclusively for road purposes.

///

Signatures and Notary Certification on following pages

Therefore, the Washington State Department of Transportation and the City of Shoreline executes this Release of Deed Restriction which becomes effective upon its execution.

Dated this ____ day of _____, 2020.

Washington State Department of Transportation

Hal Wolfe
Northwest Region,
Real Estate Services Manager

Date

STATE OF WASHINGTON)
)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Hal Wolfe** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument as the Real Estate Services Manager-Northwest Region for the Washington State Department of Transportation and acknowledged the said instrument to be the free and voluntary act and deed of the Washington State Department of Transportation, for the uses and purposes therein mentioned.

DATED this __ day of _____, 2020.

(signed name of notary)

(printed name of notary)
Notary Public in and for the
State of Washington
Residing at _____
My appointment expires _____

City of Shoreline Signature and Notary Certification on following page.

City of Shoreline:

Debbie Tarry
City Manager

Date

[illegible]

I certify that I know or have satisfactory evidence that **Debbie Tarry** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument as the City Manager for the City of Shoreline and acknowledged the said instrument to be the free and voluntary act and deed of the City of Shoreline, for the uses and purposes therein mentioned.

DATED this ____ day of _____, 2020.

(signed name of notary)

(printed name of notary)
Notary Public in and for the
State of Washington
Residing at _____
My appointment expires _____

Exhibit A

85-11-126 (2)

KING COUNTY REAL PROPERTY DIVISION
500 K.C. ADMINISTRATION BLDG
500 FOURTH AVENUE
SEATTLE, WA. 98104

QUITCLAIM DEED

86/03/11 #0515 D
RECD F .00
CASHSL *****.00
55

IN THE MATTER OF SR 5 Seattle Freeway, E. 145th St. to E. 200th St.

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, for and in accordance with that Agreement of the parties entitled GM 1202, dated the 23 day of April, 1984 hereby conveys and quitclaims unto KING COUNTY, a political subdivision of the State of Washington, all its right, title and interest, in and to the following described real property situated in King County, State of Washington:

All those parts of Section 17, 8, 5, Township 26N, Range 4E, W.M., shown hachured on Exhibit "A" attached hereto and made a part hereof.

The specific details concerning all of which may be found on Sheets 2, 3, 4, 7, 9, and 10 of that certain plan, entitled SR 5 Seattle Freeway, E. 145th St. to E. 200th St., now of record and on file in the office of the Secretary of Transportation at Olympia, Washington bearing date of approval May 31, 1961.

It is understood and agreed that the above referenced property is transferred for road purposes and that all revenue resulting from any vacation, sale or rental of such road shall be placed in the county road fund and used exclusively for road purposes.

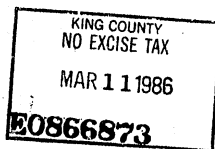
The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 5 and the lands herein conveyed and will maintain the control of ingress and egress to, from and between the lands herein conveyed and the lands adjacent thereto, as indicated by the prohibition of access symbol appearing on said Exhibit "A"; nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said Highway; EXCEPT that said Grantee, its successors or assigns, shall have reasonable ingress and egress to, from and between the lands herein conveyed and said Highway by means of the off and on ramps thereto shown on said Exhibit "A".

The grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of RCW Chapter 49.60, as to the lands herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW Chapter 47.12.080.

Dated at Olympia, Washington, this 10th day of JANUARY, 1986.

STATE OF WASHINGTON



Duane Berentson
DUANE BERENTSON
Secretary of Transportation

MAR 11 10 07 AM '86
RECEIVED THIS DAY
BY THE CLERK OF
RECORDS & DEEDS
KING COUNTY

Filed For Record At The Request Of

Chris J. Renteria
King County Real Property Division

APPROVED AS TO FORM:

By: [Signature]
Assistant Attorney General

REVIEWED AS TO FORM:

By: [Signature]
King County
APPROVED AS TO FORM
9/12/85

8603110515

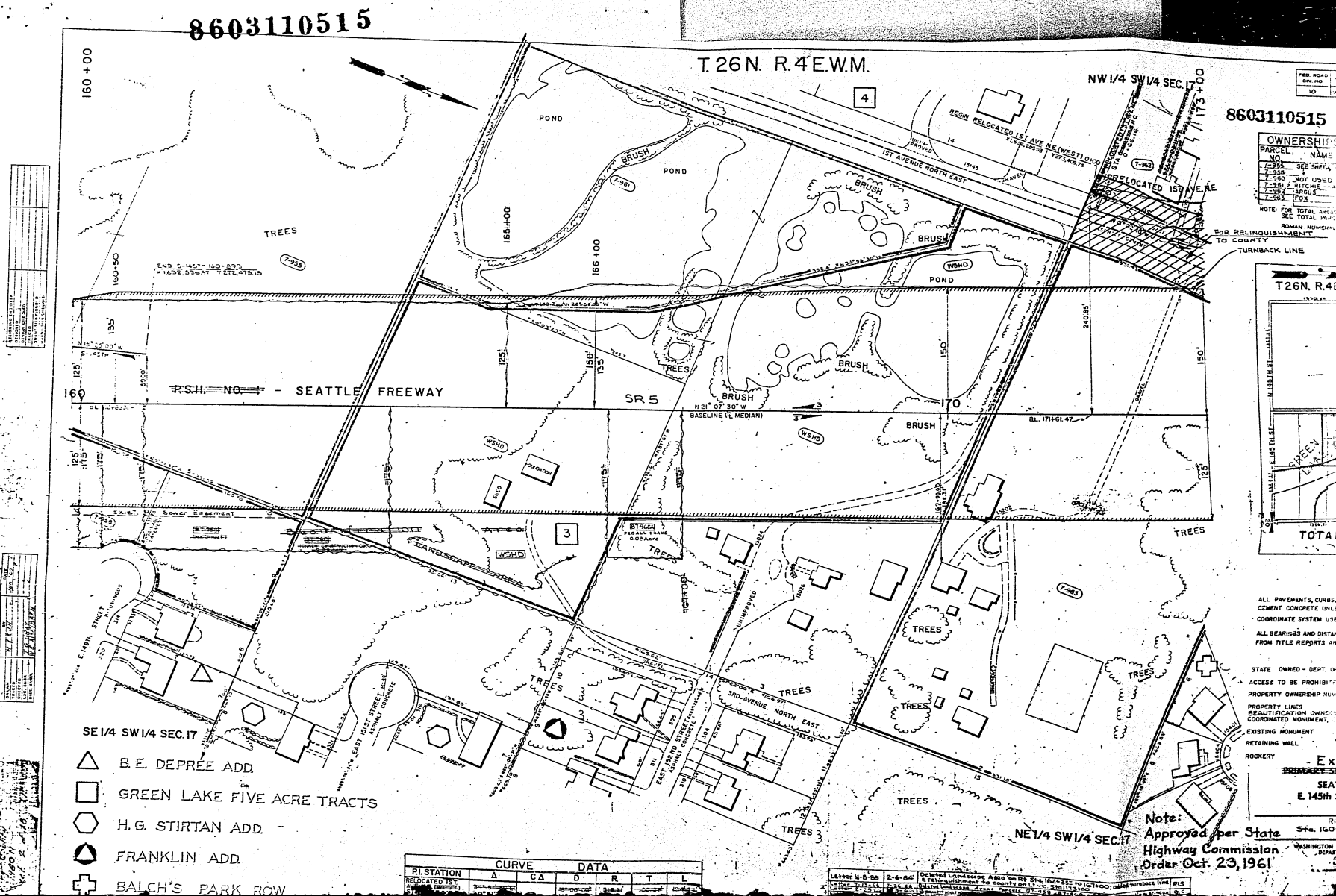
STATE OF WASHINGTON)
): ss
County of Thurston)

On this 10th day of January, 19 86, before me personally appeared DUANE BERENTSON, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

STEPHEN D. BATES
NOTARY PUBLIC
STATE OF WASHINGTON
Commission expires SEPT. 9 1989

[Signature]
Notary Public in and for the State
of Washington, residing at Olympia.



603110515

T.26N. R.4E.W.M.

NW 1/4 SW 1/4 SEC. 17

FED. ROAD DIV. NO.	STATE	FED. AID PROG. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
10	WASH.	5-5-3(1)			

8603110515

PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER
7-955	SEE SHEET 1 FOR OWNERSHIP DATA			
7-956	NOT USED			
7-957	RITCHIE-KANE	2.11 AC.	0.00 AC.	2.11 AC.
7-958	LEGUE	2.11 AC.	0.00 AC.	2.11 AC.
7-959	LEGUE	2.11 AC.	0.00 AC.	2.11 AC.

NOTE: FOR TOTAL AREAS OF PARCELS 7-955, 7-962, & 7-963 SEE TOTAL PARCEL DETAIL.

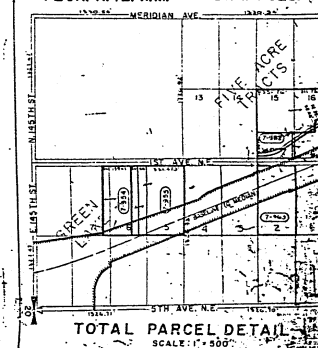
ROMAN NUMERAL DEPTS. REVISION OF SPECIFIC DATE

FOR RELINQUISHMENT

TO COUNTY

TURNBACK LINE

T.26N. R.4E.W.M. SW 1/4 SEC. 17



NOTES

ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALL OTHER CONCRETE UNLESS OTHERWISE NOTED.

COORDINATE SYSTEM USED: LAMBERT NORTH ZONE

ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE FROM TITLE REPORTS AND PLAT MAPS.

LEGEND

STATE OWNED - DEPT. OF HIGHWAYS

ACCESS TO BE PROHIBITED SHOWN THUS:

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

REALTIFICATION OWNERSHIP

COORDINATED MONUMENT, CITY OF SEATTLE

EXISTING MONUMENT

RETAINING WALL

ROCKERY

Exhibit A

PRIVATE STATE HIGHWAY NO. 375

SEATTLE FREEWAY

E. 145th ST. TO E. 200th ST.

KING COUNTY

RIGHT OF WAY

Sta. 160+00 TO STA. 173+00

WASHINGTON STATE HIGHWAY COMMISSION

DEPARTMENT OF HIGHWAYS

DATE: MAY 31, 1961

Note:

Approved per State

Highway Commission

Order Oct. 23, 1961

P.I. STATION	CURVE		DATA			
	Δ	CA	D	R	T	L
RELOCATED 1ST AVE. N.E. (BRIDGE) STA. 1+65.00	30° 51' 34" 14"	146.00'	146.00'	338.10'	28.54'	132.87'

DATE	BY	DESCRIPTION	REVISION
1-5-55	2-6-54	Original layout for Rwy 375, 162nd St. to 173rd St., added turnback line	RLS
1-5-55	7-23-54	Relinquishment to county and to Rwy 375, 162nd St. to 173rd St.	RLS
1-5-55	7-23-54	Relinquishment to county and to Rwy 375, 162nd St. to 173rd St.	RLS
1-5-55	7-23-54	Relinquishment to county and to Rwy 375, 162nd St. to 173rd St.	RLS
1-5-55	7-23-54	Relinquishment to county and to Rwy 375, 162nd St. to 173rd St.	RLS
1-5-55	7-23-54	Relinquishment to county and to Rwy 375, 162nd St. to 173rd St.	RLS
1-5-55	7-23-54	Relinquishment to county and to Rwy 375, 162nd St. to 173rd St.	RLS
1-5-55	7-23-54	Relinquishment to county and to Rwy 375, 162nd St. to 173rd St.	RLS
1-5-55	7-23-54	Relinquishment to county and to Rwy 375, 162nd St. to 173rd St.	RLS

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DESIGNING FIRM OFFICE DESIGN CHIEF TRACED	DESIGNING FIRM OFFICE DESIGN CHIEF TRACED
--	--

DRAWN	BY	DATE
TRACED	W. E. J.	Jan 20
ENCIPHERED		
LOC. TAGS		
DISC. INFO.	W. E. J.	W. E. J.

SE 1/4 SW 1/4 SEC. 17

B.E. DEPREE ADD

GREEN LAKE FIVE ACRE TRACTS

H.G. STIRTAN ADD

FRANKLIN ADD

BALCH'S PARK ROW

Highway East 101

Water

CURVE DATA						
P.I. STATION	Δ	CΔ	D	R	T	L
RELOCATED 1ST AVE N.E. (300' WIDE) STA. 1+65.00 P.I.	30° 51' 34" L		14° 00' 00"	318.37 355.10'	100.00 75.84'	100.00 172.87'

[illegible]

Note: Approved per State Highway Commission
Order Oct. 23, 1961

OWNERSHIP	
PARCEL NO.	NAME
7-955	SEE SHEET
7-958	
7-960	NOT USED
7-961	RITCHIE - A
7-962	ARGUS
7-963	FOX

T26N. R.4E

1.083 H 57'

1.497 W 51'

GREEN
LANE

100

TOTAL

ALL PAVEMENTS, CURBS,
CEMENT CONCRETE UNITS,
COORDINATE SYSTEM USED
ALL BEARINGS AND DISTANCES
FROM TITLE REPORTS AND
STATE OWNED - DEPT. OF
ACCESS TO BE PROVIDED
PROPERTY OWNERSHIP NUMBER
PROPERTY LINES
DEANIFICATION OWNED
COORDINATED MONUMENT,
EXISTING MONUMENT
RETAINING WALL
ROCKERY
- E
~~PRIMARY~~
SE
E 145

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T.26N. R.4E.W.M.

NW 1/4 SEC. 17

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
10	WASH.	2-5-30	1		

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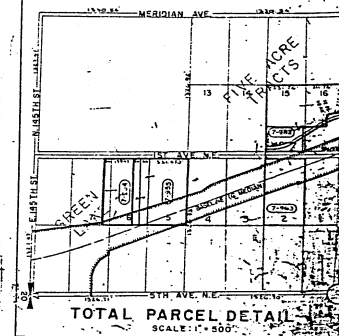
PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER
7-353	SEE SHEET 1 FOR OWNERSHIP DATA			
7-354	NOT USED			
7-351 & 7-352	RYCHIE	2.71 AC.	0.50 AC.	2.21 AC.
7-352	POUS	2.21 AC.	0.50 AC.	1.71 AC.
7-353	FOX	2.21 AC.	0.50 AC.	1.71 AC.

NOTE: FOR TOTAL AREAS OF PARCELS 7-353, 7-352, & 7-353
SEE TOTAL PARCEL DETAIL
ROMAN NUMERAL DEPICTS REVISION OF SPECIFIC DATE

FOR RELINQUISHMENT
TO COUNTY

TURNBACK LINE

T.26N. R.4E.W.M. SW 1/4 SEC. 17



NOTES
ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ROADS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.
ALL BEARINGS AND DISTANCES PRECEDED BY AN 'A' ARE FROM TITLE REPORTS AND PLAT MAPS.

LEGEND
STATE OWNED - DEPT. OF HIGHWAYS
ACCESS TO BE PROHIBITED SHOWN THUS:
PROPERTY OWNERSHIP NUMBERS
PROPERTY LINES
QUALIFICATION OWNERSHIP
COORDINATED MONUMENT, CITY OF SEATTLE
EXISTING MONUMENT
RETAINING WALL
ROCKERY

Exhibit A
PRIMARY STATE HIGHWAY NO. 5 SR 5
SEATTLE FREEWAY
E. 145th ST. TO E. 200th ST.
KING COUNTY

Note: Approved per State Highway Commission Order Oct. 23, 1961
RIGHT OF WAY
Sta. 160+00 to Sta. 173+00
WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
KING COUNTY

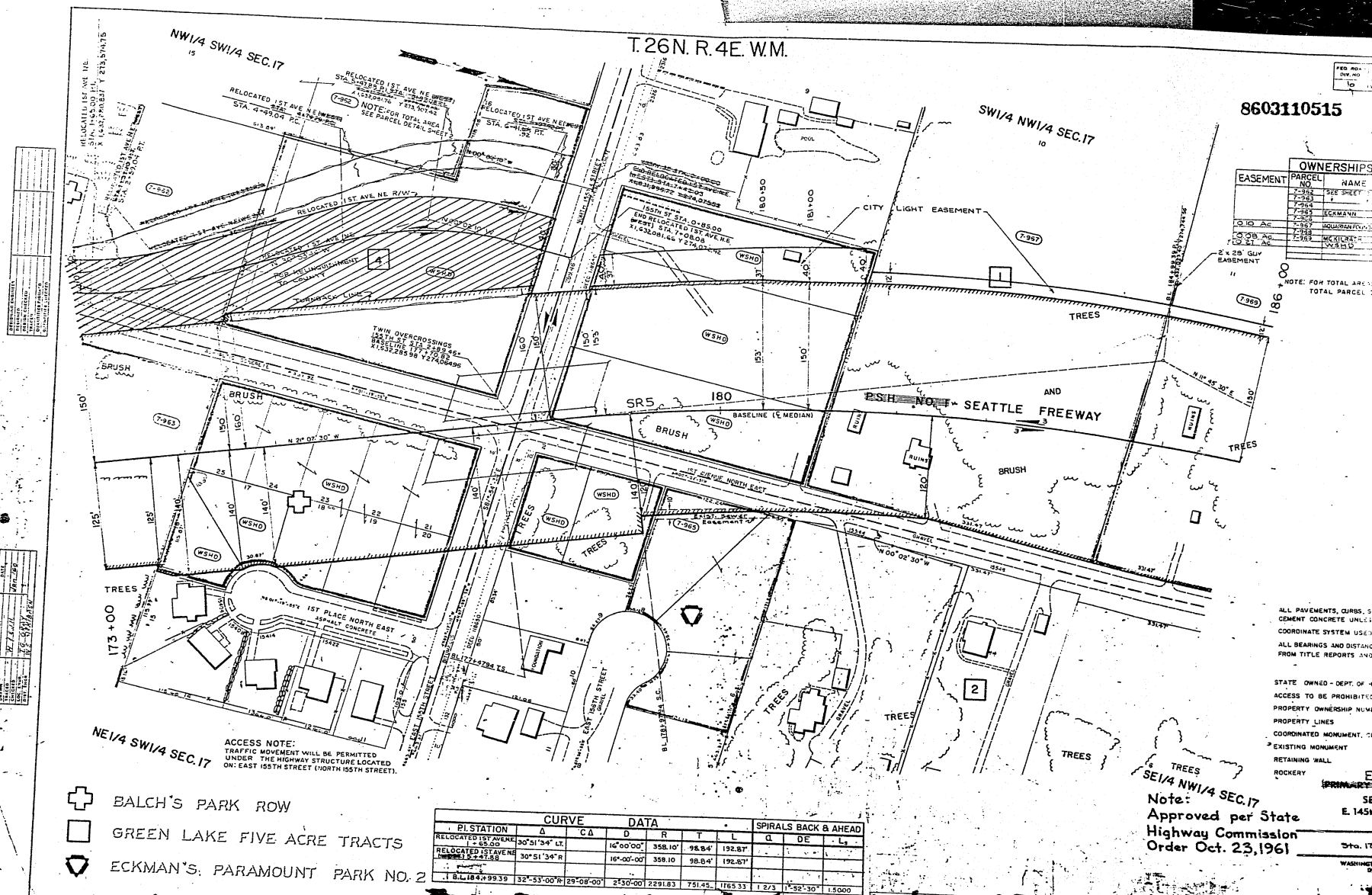
1 inch = 50 Feet
May 31, 1961
SHEET 2 OF 22 SHEETS

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T.26N. R.4E. W.M.

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T.26N. R.4E. W.M.

SW 1/4 SEC.17

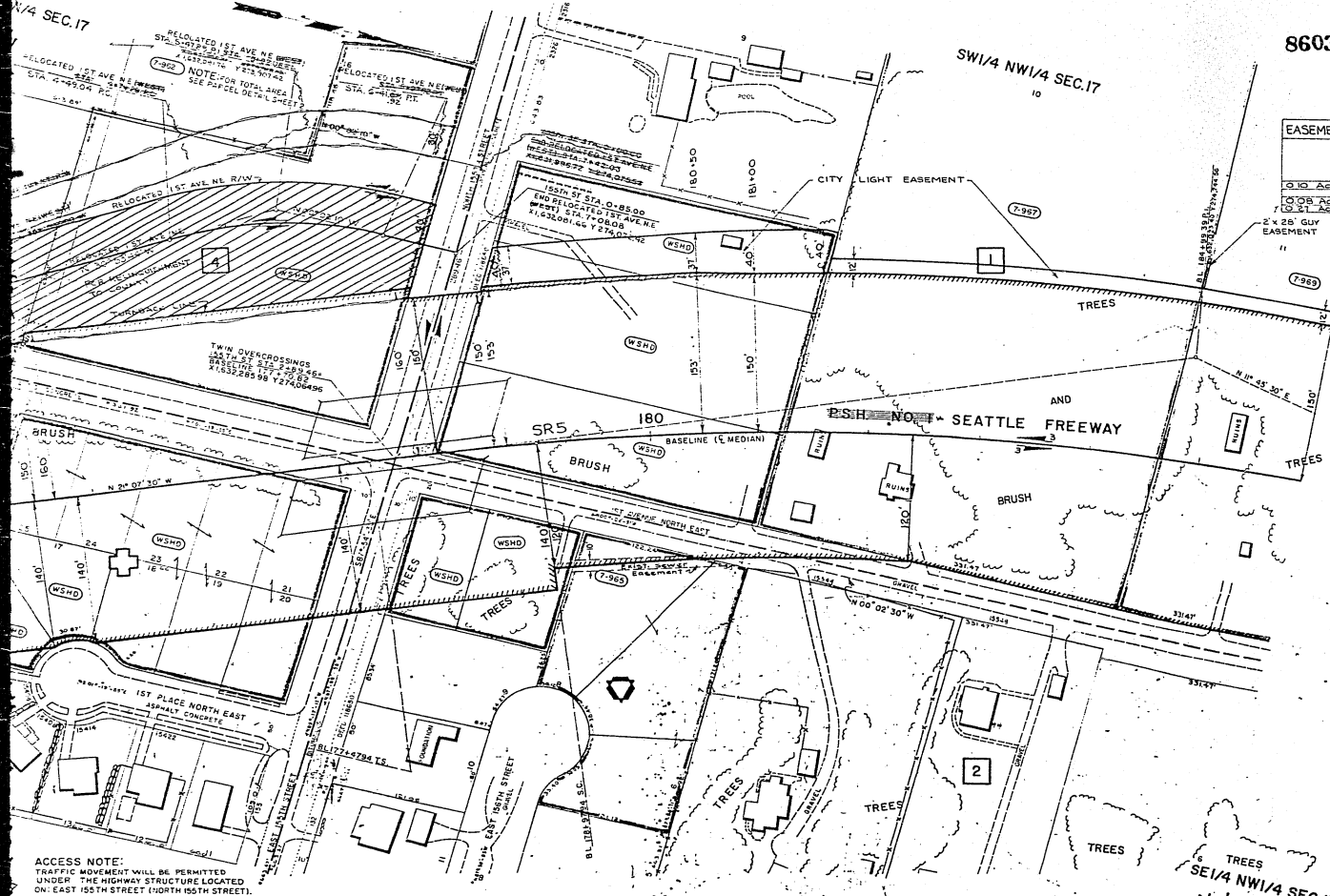
SW 1/4 NW 1/4 SEC.17

8603110515

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
10	WASH.	5-5-51			

OWNERSHIPS					ALL AREAS TO NEAREST 10.00 FT. UNLESS OTHERWISE NOTED	
EASEMENT	PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER	
	7-962	SEE SHEET 2 FOR OWNERSHIP DATA				
	7-963					
	7-964	ECMANN	15.110	1.110		14.000
	7-965					
	7-966	BOURBON/FOUNDATION	2.810	2.810		0.000
	7-967					
	7-968	BUCKLE/STH	2.810	2.810		0.000
	7-969	WALDO	2.810	2.810		0.000

NOTE: FOR TOTAL AREAS OF PARCELS 7-967, 7-968, 7-969, SEE TOTAL PARCEL DETAIL, SHEET 4.



ACCESS NOTE:
TRAFFIC MOVEMENT WILL BE PERMITTED
UNDER THE HIGHWAY STRUCTURE LOCATED
ON EAST 155TH STREET (NORTH 155TH STREET).

PARK ROW

KE FIVE ACRE TRACTS

PARAMOUNT PARK NO. 2

CURVE		DATA		SPIRALS BACK & AHEAD	
PI STATION	Δ	C.A.	D	R	T
RELOCATED 1ST AVENUE + 45.00	30°51'34" L		16°00'00"	358.10'	98.84'
RELOCATED 1ST AVENUE + 45.00	30°51'34" R		16°00'00"	358.10'	98.84'
1. B.L. 184+99.39	32°53'00" R	29°08'00"	2°30'00"	2291.83	751.45

SW 1/4 NW 1/4 SEC.17
Note:
Approved per State
Highway Commission
Order Oct. 23, 1961

NOTES
ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALL OTHER
CEMENT CONCRETE UNLESS OTHERWISE NOTED.
COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.
ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE
FROM TITLE REPORTS AND PLAT MAPS.
LEGEND
STATE OWNED - DEPT. OF HIGHWAYS
ACCESS TO BE PROHIBITED SHOWN THUS:
PROPERTY OWNERSHIP NUMBERS
PROPERTY LINES
COORDINATED MONUMENT, CITY OF SEATTLE
EXISTING MONUMENT
RETAINING WALL
ROCKERY

Exhibit A

SEATTLE FREEWAY
E. 145th ST. TO E. 200th ST.

KING COUNTY

RIGHT OF WAY

Sta. 173+00 to Sta. 184+00

WASHINGTON STATE HIGHWAY COMMISSION

DEPARTMENT OF HIGHWAYS

1/2" = 100'

SHEET 3 OF 15

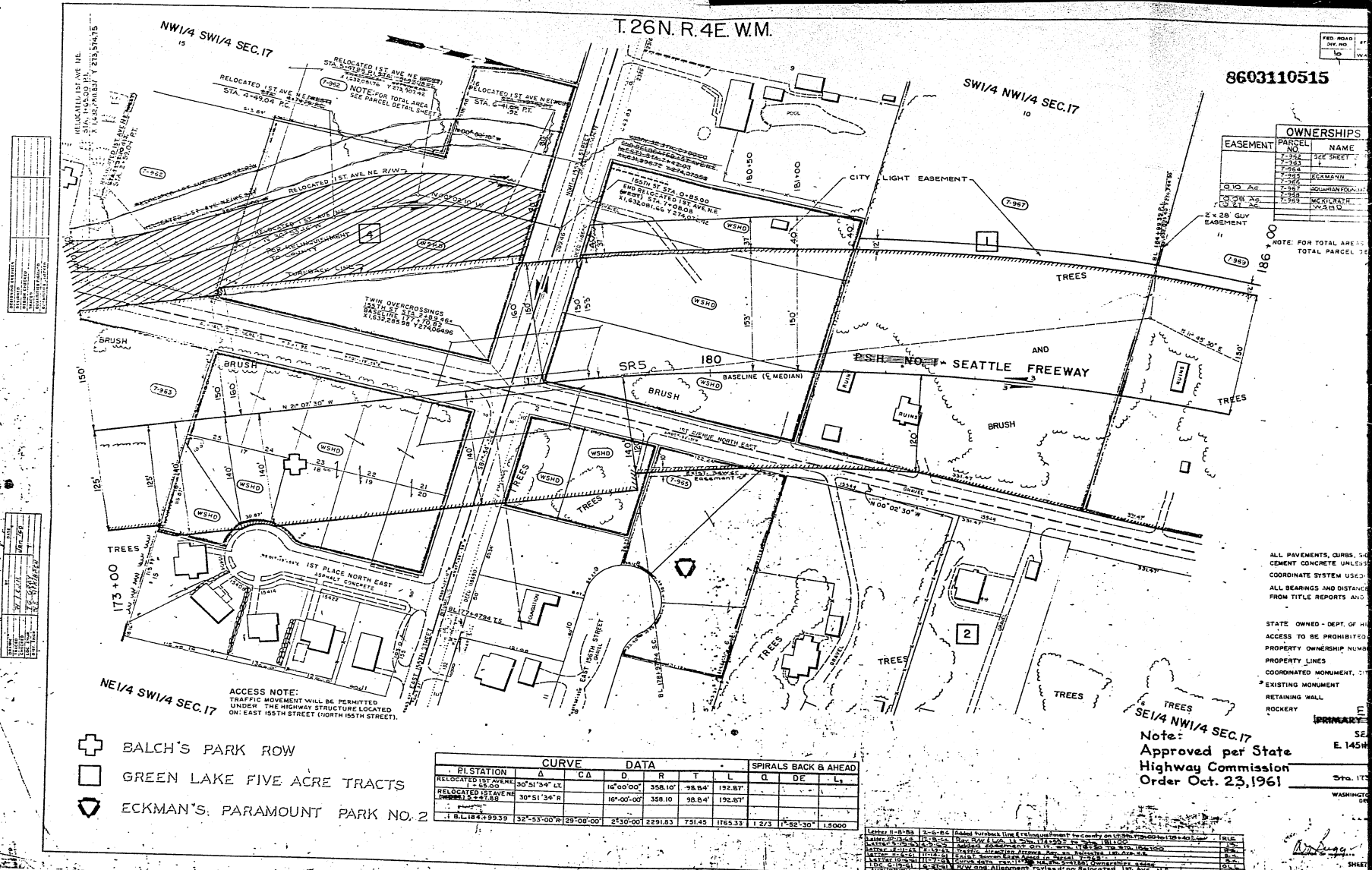
SHEETS

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T.26N. R.4E. W.M.

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T.26N. R.4E. W.M.

SEC.17

SW1/4 NW1/4 SEC.17

8603110515

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
10	WASH.	5-5-34.1			

OWNERSHIPS					ALL AREAS TO NEAREST 0.01 AC. UNLESS OTHERWISE NOTED	
EASEMENT	PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER	AC.
	1	SEE SHEET 2 FOR OWNERSHIP DATA				
	2	SEE SHEET 2 FOR OWNERSHIP DATA				
	3	SEE SHEET 2 FOR OWNERSHIP DATA				
	4	SEE SHEET 2 FOR OWNERSHIP DATA				
	5	SEE SHEET 2 FOR OWNERSHIP DATA				
	6	SEE SHEET 2 FOR OWNERSHIP DATA				
	7	SEE SHEET 2 FOR OWNERSHIP DATA				
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	11	SEE SHEET 2 FOR OWNERSHIP DATA				
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	16	SEE SHEET 2 FOR OWNERSHIP DATA				
	17	SEE SHEET 2 FOR OWNERSHIP DATA				
	18	SEE SHEET 2 FOR OWNERSHIP DATA				
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	96	SEE SHEET 2 FOR OWNERSHIP DATA				
	97	SEE SHEET 2 FOR OWNERSHIP DATA				
	98	SEE SHEET 2 FOR OWNERSHIP DATA				
	99	SEE SHEET 2 FOR OWNERSHIP DATA				
	100	SEE SHEET 2 FOR OWNERSHIP DATA				

NOTE: FOR TOTAL AREAS OF PARCELS 7-567, TOTAL PARCEL DETAIL, SHEET 4.

NOTES

ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.

COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.

ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE FROM TITLE REPORTS AND PLAT MAPS.

LEGEND

STATE OWNED - DEPT. OF HIGHWAYS

ACCESS TO BE PROHIBITED SHOWN THUS:

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

COORDINATED MONUMENT, CITY OF SEATTLE

EXISTING MONUMENT

RETAINING WALL

ROCKERY

Exhibit A

PRIMARY STATE HIGHWAY NO. 3 SR 5

SEATTLE FREEWAY

E. 145th ST. TO E. 200th ST.

KING COUNTY

RIGHT OF WAY

Sta. 173+00 to Sta. 186+00

WASHINGTON STATE HIGHWAY COMMISSION

DEPARTMENT OF HIGHWAYS

1:1000

1 inch = 100 feet

SHEET 3 OF 3 SHEETS

9150118098

ACCESS NOTE:

TRAFFIC MOVEMENT WILL BE PERMITTED UNDER THE HIGHWAY STRUCTURE LOCATED ON EAST 155TH STREET (NORTH 155TH STREET).

ARK ROW

E FIVE ACRE TRACTS

PARAMOUNT PARK NO. 2

CURVE				DATA			SPIRALS BACK & AHEAD		
P.L. STATION	Δ	C Δ	D	R	T	L	Q	DE	L _s
RELOCATED 1ST AVENUE 1184+55.00	30°51'34" LT.		10°00'00"	358.10	98.84	192.67			
RELOCATED 1ST AVENUE 1184+121.68	30°51'34" R		10°00'00"	358.10	98.84	192.67			
BL 1184+39.39	32°53'00" R	29°08'00"	2°30'00"	2291.63	751.45	1165.33	1/2/3	1°52'30"	15000

3098

8603110515

T. 26 N. R. 4 E. W.M.

8603110515

APPROVED FOR RECORD	DATE
RECORDED	DATE
FILED	DATE
INDEXED	DATE
SEARCHED	DATE
SERIALIZED	DATE
FILED	DATE

DATE	FILED	DATE
FILED	DATE	DATE
INDEXED	DATE	DATE
SEARCHED	DATE	DATE
SERIALIZED	DATE	DATE
FILED	DATE	DATE

W.S.H. 1st, Seattle Freeway
 16745th St. to E 200th
 King County
 150617 & 0518 (14-50)

NOTES
 ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE
 CEMENT CONCRETE UNLESS OTHERWISE NOTED.
 COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.
 ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN
 FROM TITLE REPORTS AND PLAT MAPS.
 ROMAN NUMERAL DEPicts REVISION OF SPECIFIC DATE

LEGEND
 ACCESS TO BE PROHIBITED SHOWN THUS:
 PROPERTY OWNERSHIP NUMBERS
 PROPERTY LINES
 COORDINATED MONUMENT, CITY OF SEATTLE
 EXISTING MONUMENT
 RETAINING WALL
 ROCKERY
 STATE OWNED: DEPT. OF HIGHWAYS



□ GREEN LAKE FIVE ACRE TRACTS
 □ A DULL'S SUBDIVISION NO. 2
 ◇ NORTHCREST

CURVE		DATA		SPIRALS BACK 8' AHEAD	
PI STATION	Δ	CA	D	R	T
B/L 184+99.39	32°55'00"R	294.08'00"	2°30'00"	2,291.83	791.45
				1,168.33	1 2/3
				1,168.33	1,900.0

ENTER 11-6-83 2-6-84 Add turnback lines (encroachments) to centerline (P) (S) (T) (U) (V) (W) (X) (Y) (Z) (AA) (AB) (AC) (AD) (AE) (AF) (AG) (AH) (AI) (AJ) (AK) (AL) (AM) (AN) (AO) (AP) (AQ) (AR) (AS) (AT) (AU) (AV) (AW) (AX) (AY) (AZ) (BA) (BB) (BC) (BD) (BE) (BF) (BG) (BH) (BI) (BJ) (BK) (BL) (BM) (BN) (BO) (BP) (BQ) (BR) (BS) (BT) (BU) (BV) (BW) (BX) (BY) (BZ) (CA) (CB) (CC) (CD) (CE) (CF) (CG) (CH) (CI) (CJ) (CK) (CL) (CM) (CN) (CO) (CP) (CQ) (CR) (CS) (CT) (CU) (CV) (CW) (CX) (CY) (CZ) (DA) (DB) (DC) (DD) (DE) (DF) (DG) (DH) (DI) (DJ) (DK) (DL) (DM) (DN) (DO) (DP) (DQ) (DR) (DS) (DT) (DU) (DV) (DW) (DX) (DY) (DZ) (EA) (EB) (EC) (ED) (EE) (EF) (EG) (EH) (EI) (EJ) (EK) (EL) (EM) (EN) (EO) (EP) (EQ) (ER) (ES) (ET) (EU) (EV) (EW) (EX) (EY) (EZ) (FA) (FB) (FC) (FD) (FE) (FF) (FG) (FH) (FI) (FJ) (FK) (FL) (FM) (FN) (FO) (FP) (FQ) (FR) (FS) (FT) (FU) (FV) (FW) (FX) (FY) (FZ) (GA) (GB) (GC) (GD) (GE) (GF) (GG) (GH) (GI) (GJ) (GK) (GL) (GM) (GN) (GO) (GP) (GQ) (GR) (GS) (GT) (GU) (GV) (GW) (GX) (GY) (GZ) (HA) (HB) (HC) (HD) (HE) (HF) (HG) (HH) (HI) (HJ) (HK) (HL) (HM) (HN) (HO) (HP) (HQ) (HR) (HS) (HT) (HU) (HV) (HW) (HX) (HY) (HZ) (IA) (IB) (IC) (ID) (IE) (IF) (IG) (IH) (II) (IJ) (IK) (IL) (IM) (IN) (IO) (IP) (IQ) (IR) (IS) (IT) (IU) (IV) (IW) (IX) (IY) (IZ) (JA) (JB) (JC) (JD) (JE) (JF) (JG) (JH) (JI) (JJ) (JK) (JL) (JM) (JN) (JO) (JP) (JQ) (JR) (JS) (JT) (JU) (JV) (JW) (JX) (JY) (JZ) (KA) (KB) (KC) (KD) (KE) (KF) (KG) (KH) (KI) (KJ) (KK) (KL) (KM) (KN) (KO) (KP) (KQ) (KR) (KS) (KT) (KU) (KV) (KW) (KX) (KY) (KZ) (LA) (LB) (LC) (LD) (LE) (LF) (LG) (LH) (LI) (LJ) (LK) (LL) (LM) (LN) (LO) (LP) (LQ) (LR) (LS) (LT) (LU) (LV) (LW) (LX) (LY) (LZ) (MA) (MB) (MC) (MD) (ME) (MF) (MG) (MH) (MI) (MJ) (MK) (ML) (MM) (MN) (MO) (MP) (MQ) (MR) (MS) (MT) (MU) (MV) (MW) (MX) (MY) (MZ) (NA) (NB) (NC) (ND) (NE) (NF) (NG) (NH) (NI) (NJ) (NK) (NL) (NM) (NN) (NO) (NP) (NQ) (NR) (NS) (NT) (NU) (NV) (NW) (NX) (NY) (NZ) (OA) (OB) (OC) (OD) (OE) (OF) (OG) (OH) (OI) (OJ) (OK) (OL) (OM) (ON) (OO) (OP) (OQ) (OR) (OS) (OT) (OU) (OV) (OW) (OX) (OY) (OZ) (PA) (PB) (PC) (PD) (PE) (PF) (PG) (PH) (PI) (PJ) (PK) (PL) (PM) (PN) (PO) (PP) (PQ) (PR) (PS) (PT) (PU) (PV) (PW) (PX) (PY) (PZ) (QA) (QB) (QC) (QD) (QE) (QF) (QG) (QH) (QI) (QJ) (QK) (QL) (QM) (QN) (QO) (QP) (QQ) (QR) (QS) (QT) (QU) (QV) (QW) (QX) (QY) (QZ) (RA) (RB) (RC) (RD) (RE) (RF) (RG) (RH) (RI) (RJ) (RK) (RL) (RM) (RN) (RO) (RP) (RQ) (RR) (RS) (RT) (RU) (RV) (RW) (RX) (RY) (RZ) (SA) (SB) (SC) (SD) (SE) (SF) (SG) (SH) (SI) (SJ) (SK) (SL) (SM) (SN) (SO) (SP) (SQ) (SR) (SS) (ST) (SU) (SV) (SW) (SX) (SY) (SZ) (TA) (TB) (TC) (TD) (TE) (TF) (TG) (TH) (TI) (TJ) (TK) (TL) (TM) (TN) (TO) (TP) (TQ) (TR) (TS) (TT) (TU) (TV) (TW) (TX) (TY) (TZ) (UA) (UB) (UC) (UD) (UE) (UF) (UG) (UH) (UI) (UJ) (UK) (UL) (UM) (UN) (UO) (UP) (UQ) (UR) (US) (UT) (UU) (UV) (UW) (UX) (UY) (UZ) (VA) (VB) (VC) (VD) (VE) (VF) (VG) (VH) (VI) (VJ) (VK) (VL) (VM) (VN) (VO) (VP) (VQ) (VR) (VS) (VT) (VU) (VV) (VW) (VX) (VY) (VZ) (WA) (WB) (WC) (WD) (WE) (WF) (WG) (WH) (WI) (WJ) (WK) (WL) (WM) (WN) (WO) (WP) (WQ) (WR) (WS) (WT) (WU) (WV) (WW) (WX) (WY) (WZ) (XA) (XB) (XC) (XD) (XE) (XF) (XG) (XH) (XI) (XJ) (XK) (XL) (XM) (XN) (XO) (XP) (XQ) (XR) (XS) (XT) (XU) (XV) (XW) (XX) (XY) (XZ) (YA) (YB) (YC) (YD) (YE) (YF) (YG) (YH) (YI) (YJ) (YK) (YL) (YM) (YN) (YO) (YP) (YQ) (YR) (YS) (YT) (YU) (YV) (YW) (YX) (YY) (YZ) (ZA) (ZB) (ZC) (ZD) (ZE) (ZF) (ZG) (ZH) (ZI) (ZJ) (ZK) (ZL) (ZM) (ZN) (ZO) (ZP) (ZQ) (ZR) (ZS) (ZT) (ZU) (ZV) (ZW) (ZX) (ZY) (ZZ)

Note:
 Approved per State
 Highway Commission
 Order Oct. 23, 1961

OWNERSHIPS	
EASEMENT	PARCEL NAME
0.01 AC.	7-969 SEE GREEN LAKE
0.31 AC.	7-970 ELDORADO
	7-971 STARDUST
	7-972 NOT U.S.
	7-973 NOT U.S.
	7-974 NOT U.S.
	7-975 NOT U.S.
	7-976 DEVRIES
	7-977 HODGKINSON
	7-978 COULSON

NOTE: FOR TOTAL AREA
 SEE TOTAL PAGE

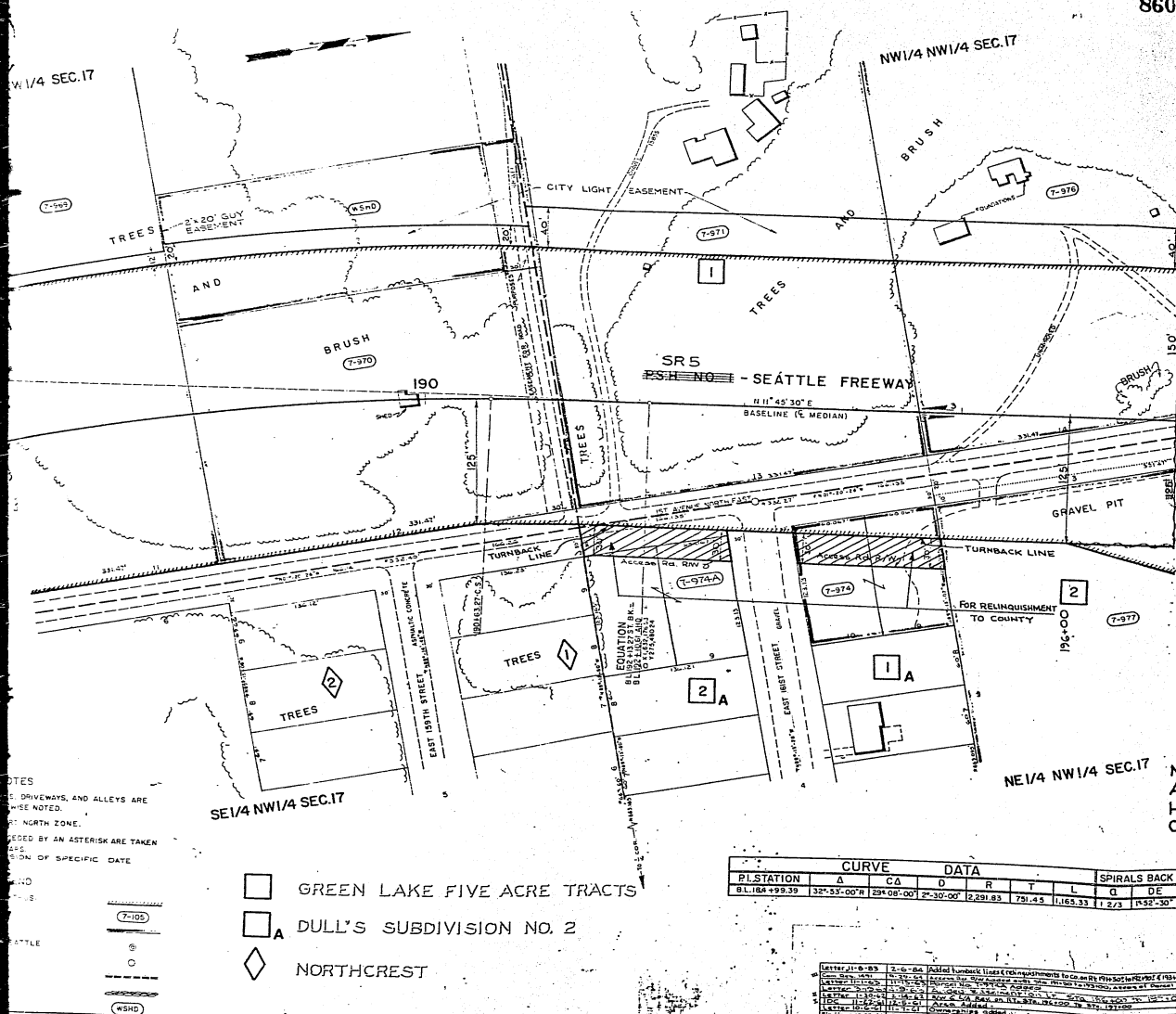
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TOTAL

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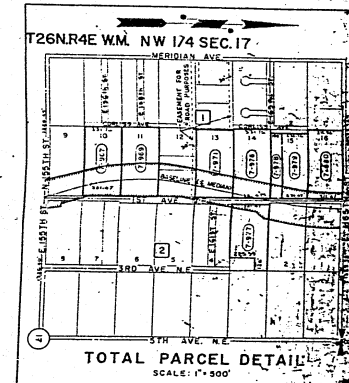
T. 26N. R. 4E. W.M.

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EASEMENT	PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER
10.01 AC.	7-969	SEE SHEET 3 FOR OWNERSHIP DATA	1.95 AC.	1.95 AC.	0.00 AC.
0.31 AC.	7-970	EDWARDS	3.12 AC.	1.17 AC.	2.95 AC.
	7-971	NOT USED			
	7-972	NOT USED			
0.32 AC.	7-973	DULL'S	16.730	2.270	14.460
0.32 AC.	7-974	DE WISSE	4.81 AC.	1.45 AC.	3.36 AC.
0.14 AC.	7-975	RODGERS COM. CO.	5.78 AC.	0.67 AC.	5.11 AC.
	7-976	DULL'S	16.160	1.500	14.660
	7-977	DULL'S	16.160	1.500	14.660

NOTE: FOR TOTAL AREAS OF PARCELS 7-969, 7-971, 7-976 & 7-977 SEE TOTAL PARCEL DETAIL THIS SHEET



Note:
Approved per State
Highway Commission
Order Oct. 23, 1961

Exhibit A
PRIMARY STATE HIGHWAY NO. 3, SR 5
SEATTLE FREEWAY
E. 145th ST. TO E. 200th ST.
KING COUNTY

RIGHT OF WAY
Sta. 186+00 to Sta. 192+13.37 Bk.
Sta. 192+10.61 Ahd. to Sta. 197+00

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
DIVISION OF PLANNING
KING COUNTY

DATE: 11-18-65
BY: [Signature]
SHEET 4 OF 32 SHEETS
May 31, 1966

PLAT	STATION	Δ	CA	D	R	T	L	SPIRALS BACK & AHEAD
BL 184	195.39	32°35'-00" N	29°08'-00" E	2°30'-00" W	2,291.83	791.45	1,165.33	1/2/3 R 52-30° 1,5000

DATE	BY	DESCRIPTION	APPROVED
11-18-65	[Signature]	Added turnback lines to comply with State Highway Commission Order Oct. 23, 1961	[Signature]
11-18-65	[Signature]	Added turnback lines to comply with State Highway Commission Order Oct. 23, 1961	[Signature]
11-18-65	[Signature]	Added turnback lines to comply with State Highway Commission Order Oct. 23, 1961	[Signature]
11-18-65	[Signature]	Added turnback lines to comply with State Highway Commission Order Oct. 23, 1961	[Signature]
11-18-65	[Signature]	Added turnback lines to comply with State Highway Commission Order Oct. 23, 1961	[Signature]
11-18-65	[Signature]	Added turnback lines to comply with State Highway Commission Order Oct. 23, 1961	[Signature]
11-18-65	[Signature]	Added turnback lines to comply with State Highway Commission Order Oct. 23, 1961	[Signature]
11-18-65	[Signature]	Added turnback lines to comply with State Highway Commission Order Oct. 23, 1961	[Signature]
11-18-65	[Signature]	Added turnback lines to comply with State Highway Commission Order Oct. 23, 1961	[Signature]

1116098

1150116098-DRAWING 9-23 3/16/1966

8603110515

T. 26 N. R. 4 E. W.M.

8603110515

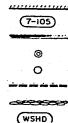
OWNER	SEATTLE
PROJECT	SR5
DATE	10/23/96
BY	W. J. HARRIS
FOR	SEATTLE
BY	W. J. HARRIS
FOR	SEATTLE

OWNER	SEATTLE
PROJECT	SR5
DATE	10/23/96
BY	W. J. HARRIS
FOR	SEATTLE
BY	W. J. HARRIS
FOR	SEATTLE

SR5, Seattle Freeway
 1/2" = 100'
 1/4" = 50'
 1/8" = 25'
 1/16" = 12.5'

NOTES
 ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE CEMENT CONCRETE UNLESS OTHERWISE NOTED.
 COORDINATE SYSTEM USED LAMBERT NORTH ZONE.
 ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN FROM TITLE REPORTS AND PLAT MAPS.
 ROMAN NUMERAL DEPICTS REVISION OF SPECIFIC DATE

LEGEND
 ACCESS TO BE PROHIBITED SHOWN THUS:
 PROPERTY OWNERSHIP NUMBERS
 PROPERTY LINES
 COORDINATED MONUMENT, CITY OF SEATTLE
 EXISTING MONUMENT
 RETAINING WALL
 ROCKERY
 STATE OWNED, DEPT. OF HIGHWAYS



□ GREEN LAKE FIVE ACRE TRACTS
 □ A DULL'S SUBDIVISION NO. 2
 ◇ NORTHCREST

CURVE DATA										SPIRALS BACK & AHEAD	
P.L. STATION	Δ	CΔ	D	R	T	L	Q	DE	L _s		
B.L. 184+99.39	32°53'-00"R	294°08'-00"	2°30'-00"	2,291.83	751.45	1,165.33	1.2/3	152°30'	1,500		

DATE	BY	DESCRIPTION
10/23/96	W. J. HARRIS	Added Turnback Line & relinquishment to County
10/23/96	W. J. HARRIS	Added Turnback Line & relinquishment to County
10/23/96	W. J. HARRIS	Added Turnback Line & relinquishment to County
10/23/96	W. J. HARRIS	Added Turnback Line & relinquishment to County
10/23/96	W. J. HARRIS	Added Turnback Line & relinquishment to County
10/23/96	W. J. HARRIS	Added Turnback Line & relinquishment to County
10/23/96	W. J. HARRIS	Added Turnback Line & relinquishment to County
10/23/96	W. J. HARRIS	Added Turnback Line & relinquishment to County
10/23/96	W. J. HARRIS	Added Turnback Line & relinquishment to County

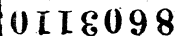
Note:
 Approved per State
 Highway Commission
 Order Oct. 23, 1961

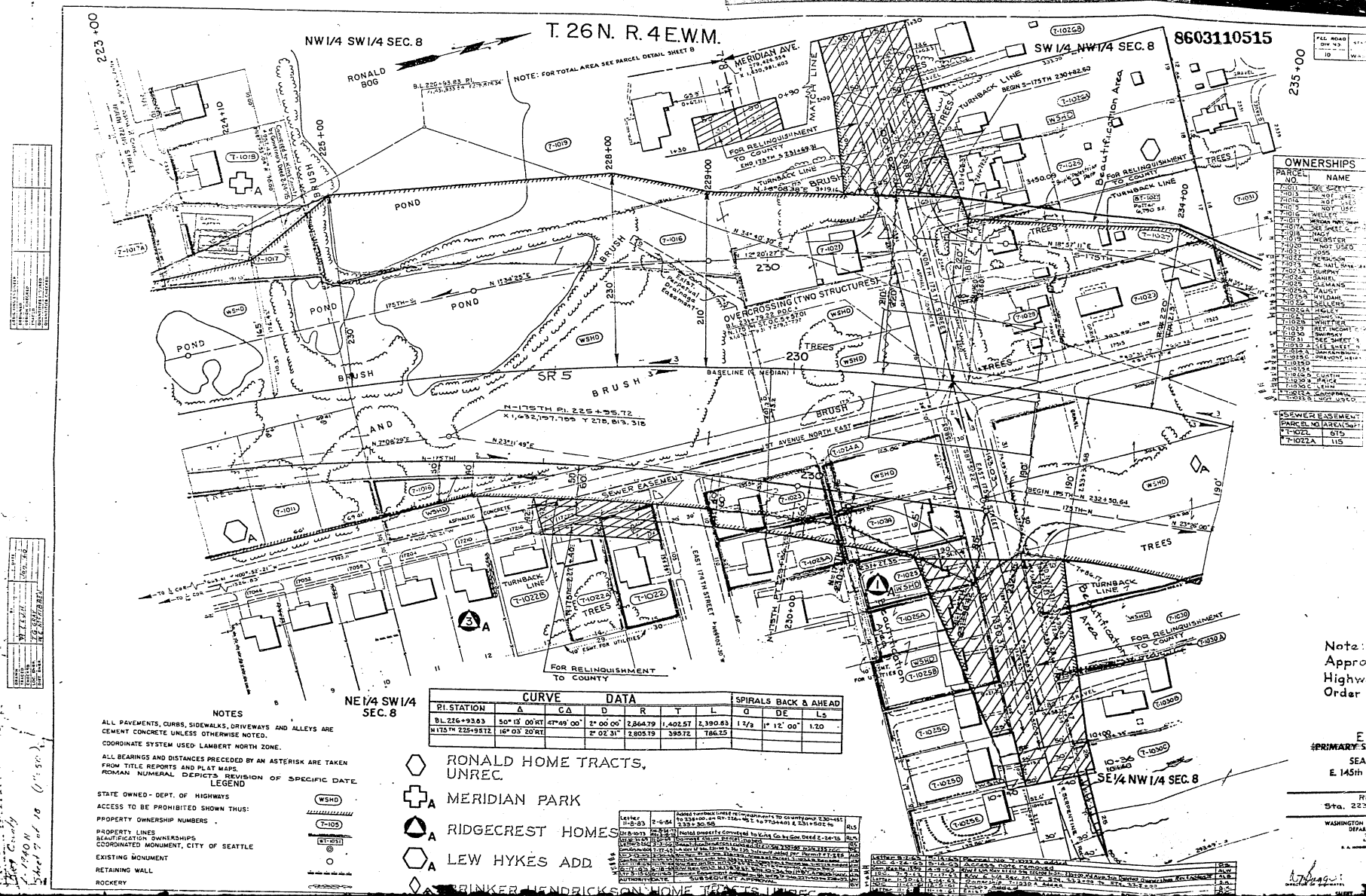
Exhibit
 PRIMARY STATE HIGHWAY
 SEATTLE FROM
 E 145th ST. TO
 KING CO.

RIGHT OF
 WAY
 164'-00" TO 5
 ST. 152'-00" TO 51
 WASHINGTON STATE HIGHWAY
 DEPARTMENT OF
 TRANSPORTATION

8603110515

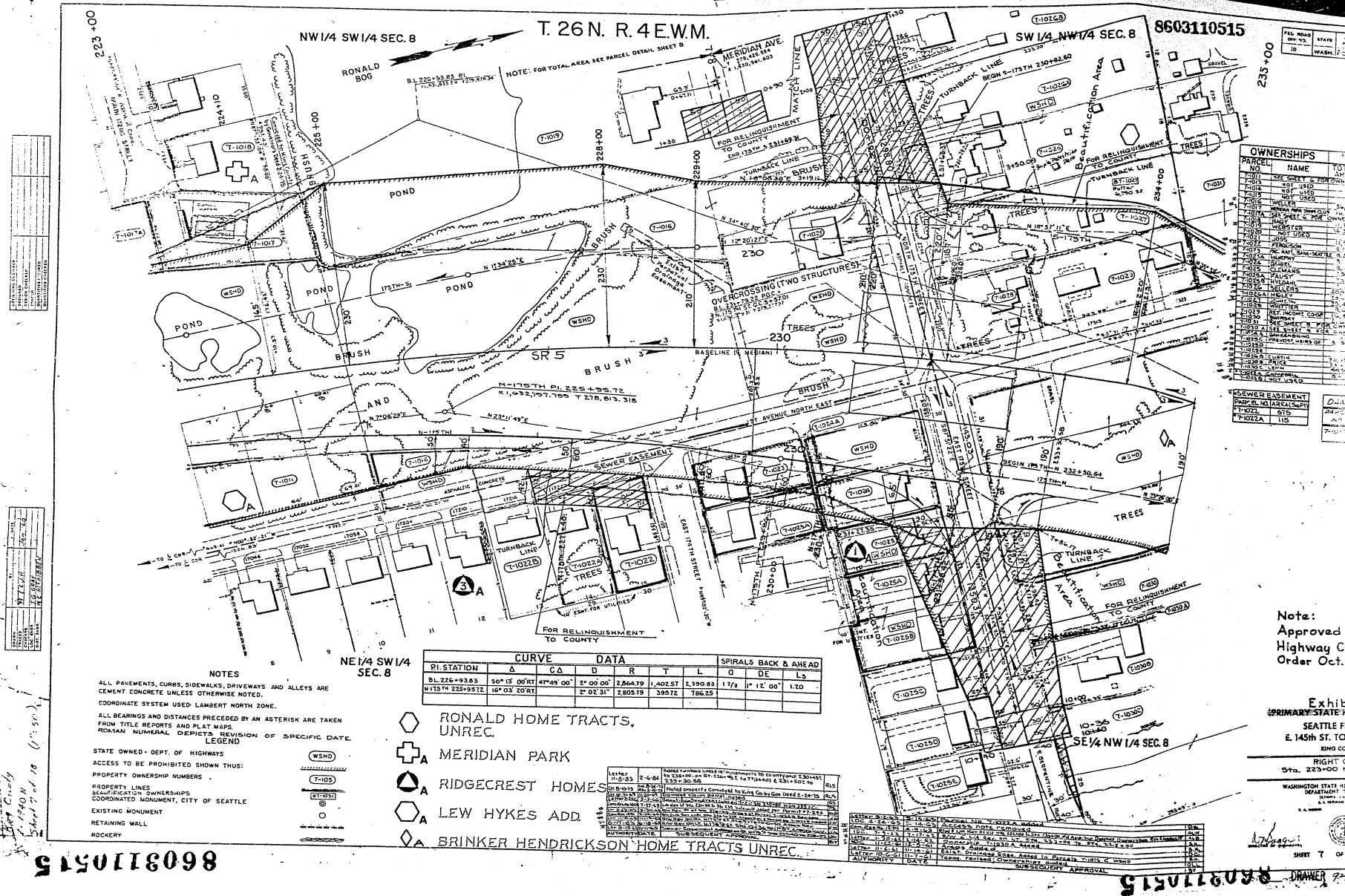
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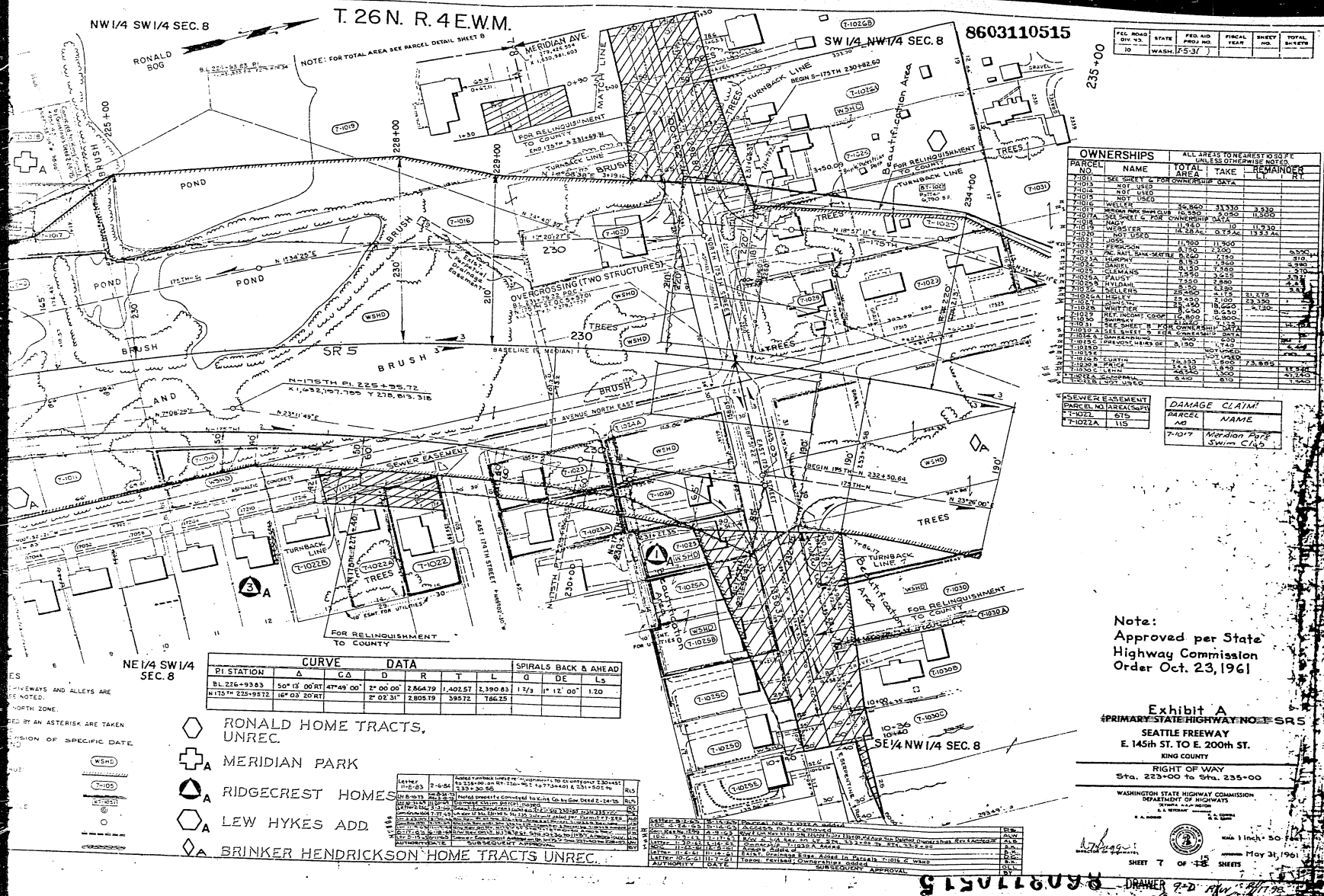






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T.26N.R.4E.W.M.

8603110515

FED. ROAD DIST. NO.	STATE	FED. AID FUND NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
10	WASH.	2-5-31	1		

- ☐ BONNIE GLEN
☐ NICHOLS NORTH END TRACTS
☐ NORTH END GARDEN TRACTS
☐ MORRISON ADDITION

OWNERSHIPS				
PARCEL NO.	NAME	TOTAL ACRES	TAKE ACRES	REMAINDER ACRES
7-1001	WASH. STATE	21.090	10.940	10.150
7-1002	WASH. STATE	21.090	10.940	10.150
7-1003	WASH. STATE	21.090	10.940	10.150
7-1004	WASH. STATE	21.090	10.940	10.150
7-1005	WASH. STATE	21.090	10.940	10.150
7-1006	WASH. STATE	21.090	10.940	10.150
7-1007	WASH. STATE	21.090	10.940	10.150
7-1008	WASH. STATE	21.090	10.940	10.150
7-1009	WASH. STATE	21.090	10.940	10.150
7-1010	WASH. STATE	21.090	10.940	10.150
7-1011	WASH. STATE	21.090	10.940	10.150
7-1012	WASH. STATE	21.090	10.940	10.150
7-1013	WASH. STATE	21.090	10.940	10.150
7-1014	WASH. STATE	21.090	10.940	10.150
7-1015	WASH. STATE	21.090	10.940	10.150
7-1016	WASH. STATE	21.090	10.940	10.150
7-1017	WASH. STATE	21.090	10.940	10.150
7-1018	WASH. STATE	21.090	10.940	10.150
7-1019	WASH. STATE	21.090	10.940	10.150
7-1020	WASH. STATE	21.090	10.940	10.150
7-1021	WASH. STATE	21.090	10.940	10.150
7-1022	WASH. STATE	21.090	10.940	10.150
7-1023	WASH. STATE	21.090	10.940	10.150
7-1024	WASH. STATE	21.090	10.940	10.150
7-1025	WASH. STATE	21.090	10.940	10.150
7-1026	WASH. STATE	21.090	10.940	10.150
7-1027	WASH. STATE	21.090	10.940	10.150
7-1028	WASH. STATE	21.090	10.940	10.150
7-1029	WASH. STATE	21.090	10.940	10.150
7-1030	WASH. STATE	21.090	10.940	10.150
7-1031	WASH. STATE	21.090	10.940	10.150
7-1032	WASH. STATE	21.090	10.940	10.150
7-1033	WASH. STATE	21.090	10.940	10.150
7-1034	WASH. STATE	21.090	10.940	10.150
7-1035	WASH. STATE	21.090	10.940	10.150
7-1036	WASH. STATE	21.090	10.940	10.150
7-1037	WASH. STATE	21.090	10.940	10.150
7-1038	WASH. STATE	21.090	10.940	10.150
7-1039	WASH. STATE	21.090	10.940	10.150
7-1040	WASH. STATE	21.090	10.940	10.150
7-1041	WASH. STATE	21.090	10.940	10.150
7-1042	WASH. STATE	21.090	10.940	10.150
7-1043	WASH. STATE	21.090	10.940	10.150
7-1044	WASH. STATE	21.090	10.940	10.150
7-1045	WASH. STATE	21.090	10.940	10.150
7-1046	WASH. STATE	21.090	10.940	10.150
7-1047	WASH. STATE	21.090	10.940	10.150
7-1048	WASH. STATE	21.090	10.940	10.150
7-1049	WASH. STATE	21.090	10.940	10.150
7-1050	WASH. STATE	21.090	10.940	10.150

Note:
Approved per State
Highway Commission
Order Oct. 23, 1961

Exhibit A
(PRIMARY STATE HIGHWAY NO. 8 SR 5)
SEATTLE FREEWAY
E. 145th ST. TO E. 200th ST.
KING COUNTY

RIGHT OF WAY
Sta. 247+00 to Sta. 259+50

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS

1/2" = 1' SCALE

1/4" = 1' SCALE

1/8" = 1' SCALE

1/16" = 1' SCALE

1/32" = 1' SCALE

1/64" = 1' SCALE

1/128" = 1' SCALE

1/256" = 1' SCALE

1/512" = 1' SCALE

1/1024" = 1' SCALE

1/2048" = 1' SCALE

1/4096" = 1' SCALE

1/8192" = 1' SCALE

1/16384" = 1' SCALE

1/32768" = 1' SCALE

1/65536" = 1' SCALE

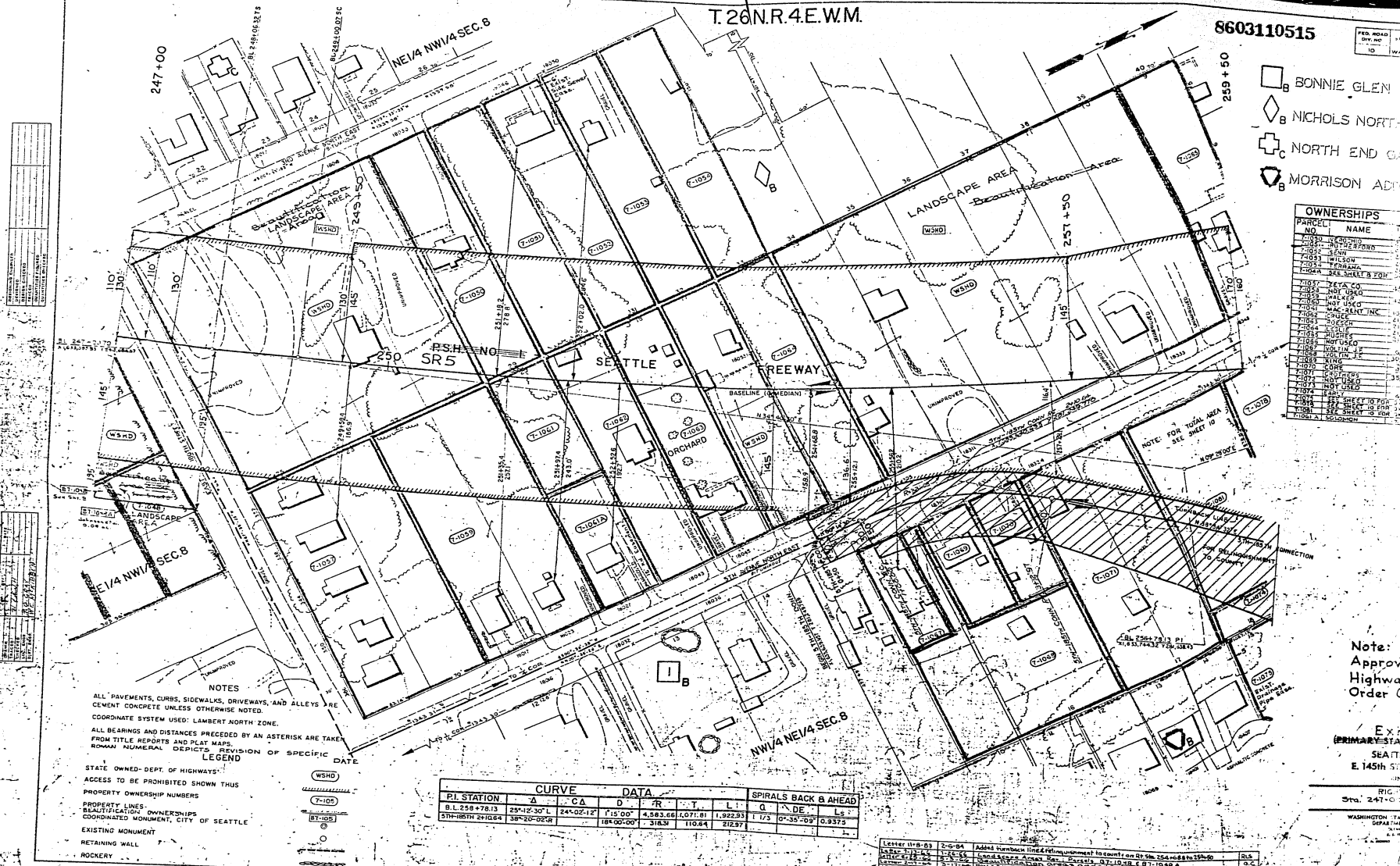
1/131072" = 1' SCALE

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T.26N.R.4E.W.M.

8603110515



8603110515

8603110515

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T.26N.R.4E.W.M.

8603110515

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
10	WASH.	5-3-31	1		

- ☐ BONNIE GLEN
☐ NICHOLS NORTH END TRACTS
☐ NORTH END GARDEN TRACTS
☐ MORRISON ADDITION

PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER
7-1051	WEDDER	21,090	10,940	10,150
7-1052	WEDDER	21,090	10,940	10,150
7-1053	WILSON	21,090	10,940	10,150
7-1054	WILSON	21,090	10,940	10,150
7-1055	WILSON	21,090	10,940	10,150
7-1056	WILSON	21,090	10,940	10,150
7-1057	WILSON	21,090	10,940	10,150
7-1058	WILSON	21,090	10,940	10,150
7-1059	WILSON	21,090	10,940	10,150
7-1060	WILSON	21,090	10,940	10,150
7-1061	WILSON	21,090	10,940	10,150
7-1062	WILSON	21,090	10,940	10,150
7-1063	WILSON	21,090	10,940	10,150
7-1064	WILSON	21,090	10,940	10,150
7-1065	WILSON	21,090	10,940	10,150
7-1066	WILSON	21,090	10,940	10,150
7-1067	WILSON	21,090	10,940	10,150
7-1068	WILSON	21,090	10,940	10,150
7-1069	WILSON	21,090	10,940	10,150
7-1070	WILSON	21,090	10,940	10,150
7-1071	WILSON	21,090	10,940	10,150
7-1072	WILSON	21,090	10,940	10,150
7-1073	WILSON	21,090	10,940	10,150
7-1074	WILSON	21,090	10,940	10,150
7-1075	WILSON	21,090	10,940	10,150
7-1076	WILSON	21,090	10,940	10,150
7-1077	WILSON	21,090	10,940	10,150
7-1078	WILSON	21,090	10,940	10,150
7-1079	WILSON	21,090	10,940	10,150
7-1080	WILSON	21,090	10,940	10,150
7-1081	WILSON	21,090	10,940	10,150
7-1082	WILSON	21,090	10,940	10,150
7-1083	WILSON	21,090	10,940	10,150
7-1084	WILSON	21,090	10,940	10,150
7-1085	WILSON	21,090	10,940	10,150
7-1086	WILSON	21,090	10,940	10,150
7-1087	WILSON	21,090	10,940	10,150
7-1088	WILSON	21,090	10,940	10,150
7-1089	WILSON	21,090	10,940	10,150
7-1090	WILSON	21,090	10,940	10,150
7-1091	WILSON	21,090	10,940	10,150
7-1092	WILSON	21,090	10,940	10,150
7-1093	WILSON	21,090	10,940	10,150
7-1094	WILSON	21,090	10,940	10,150
7-1095	WILSON	21,090	10,940	10,150
7-1096	WILSON	21,090	10,940	10,150
7-1097	WILSON	21,090	10,940	10,150
7-1098	WILSON	21,090	10,940	10,150
7-1099	WILSON	21,090	10,940	10,150
7-1100	WILSON	21,090	10,940	10,150

Note:
Approved per State
Highway Commission
Order Oct. 23, 1961

Exhibit A
PRIMARY STATE HIGHWAY NO. 5 SR 5
SEATTLE FREEWAY
E. 145th ST. TO E. 200th ST.
KING COUNTY

RIGHT OF WAY
Sta. 247+00 to Sta. 259+50

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS



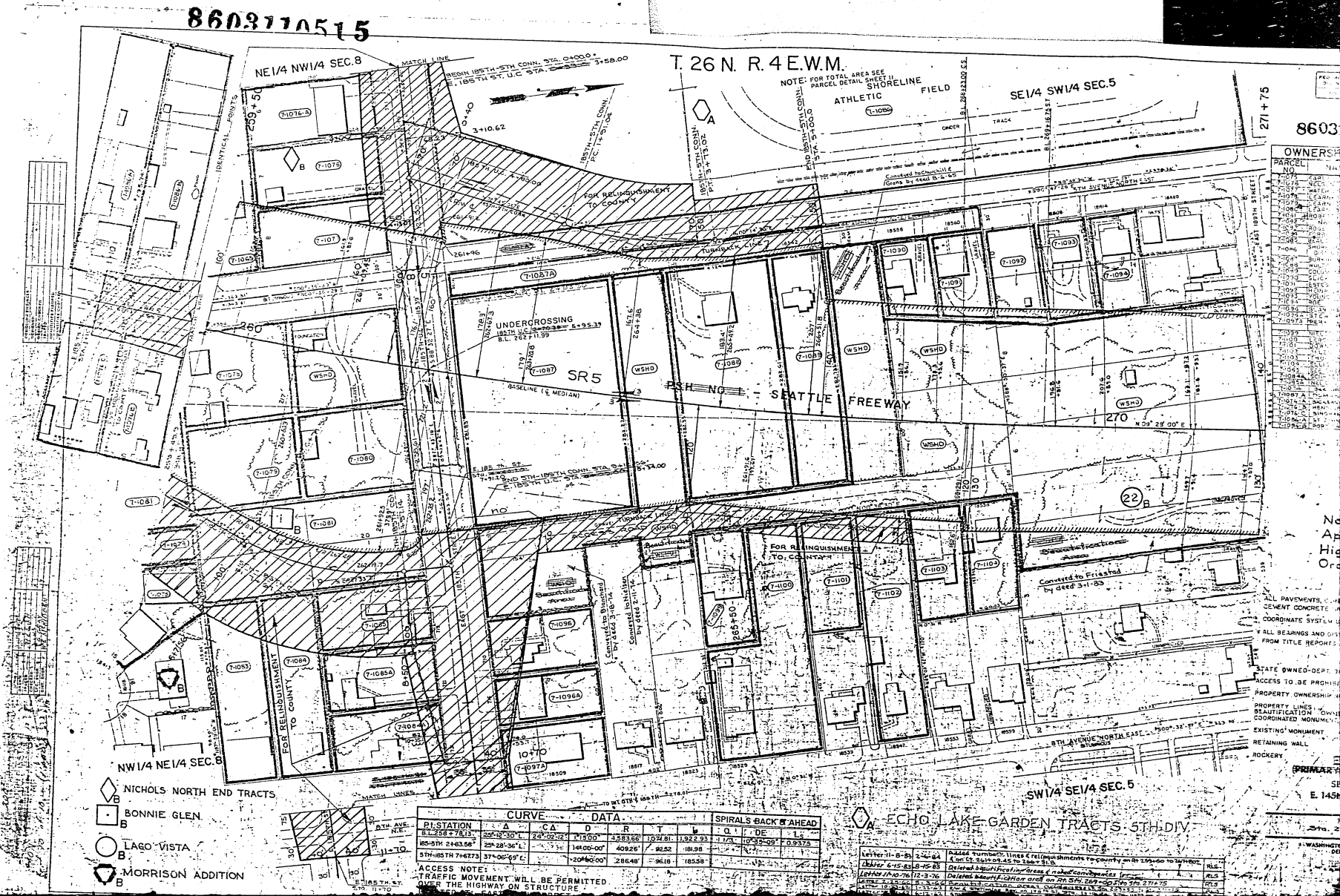
1 inch = 50 feet
May 31, 1962

SHEET 9 OF 15 SHEETS

DATE: 9-28-61 BY: [Signature]

PI. STATION	Δ	C.A.	D	R	T	L	Q	DE	LS
B.L. 258+76.13	25°12'30" L	24°02'12" R	7'15" 00"	4,583.66	1,071.81	1,922.93	1 1/3	0°35'09"	0.9375
5TH NORTH 241064	38°20'02" R		184'00" 00"	318.34	110.64	212.97			

Letter	to	from	Added	Deleted	Revised	Remarks
1	10-10-61	10-10-61	Added	None	None	Added Northbound Freeway
2	10-10-61	10-10-61	Added	None	None	Added Southbound Freeway
3	10-10-61	10-10-61	Added	None	None	Added Freeway
4	10-10-61	10-10-61	Added	None	None	Added Freeway
5	10-10-61	10-10-61	Added	None	None	Added Freeway
6	10-10-61	10-10-61	Added	None	None	Added Freeway
7	10-10-61	10-10-61	Added	None	None	Added Freeway
8	10-10-61	10-10-61	Added	None	None	Added Freeway
9	10-10-61	10-10-61	Added	None	None	Added Freeway
10	10-10-61	10-10-61	Added	None	None	Added Freeway







3710515

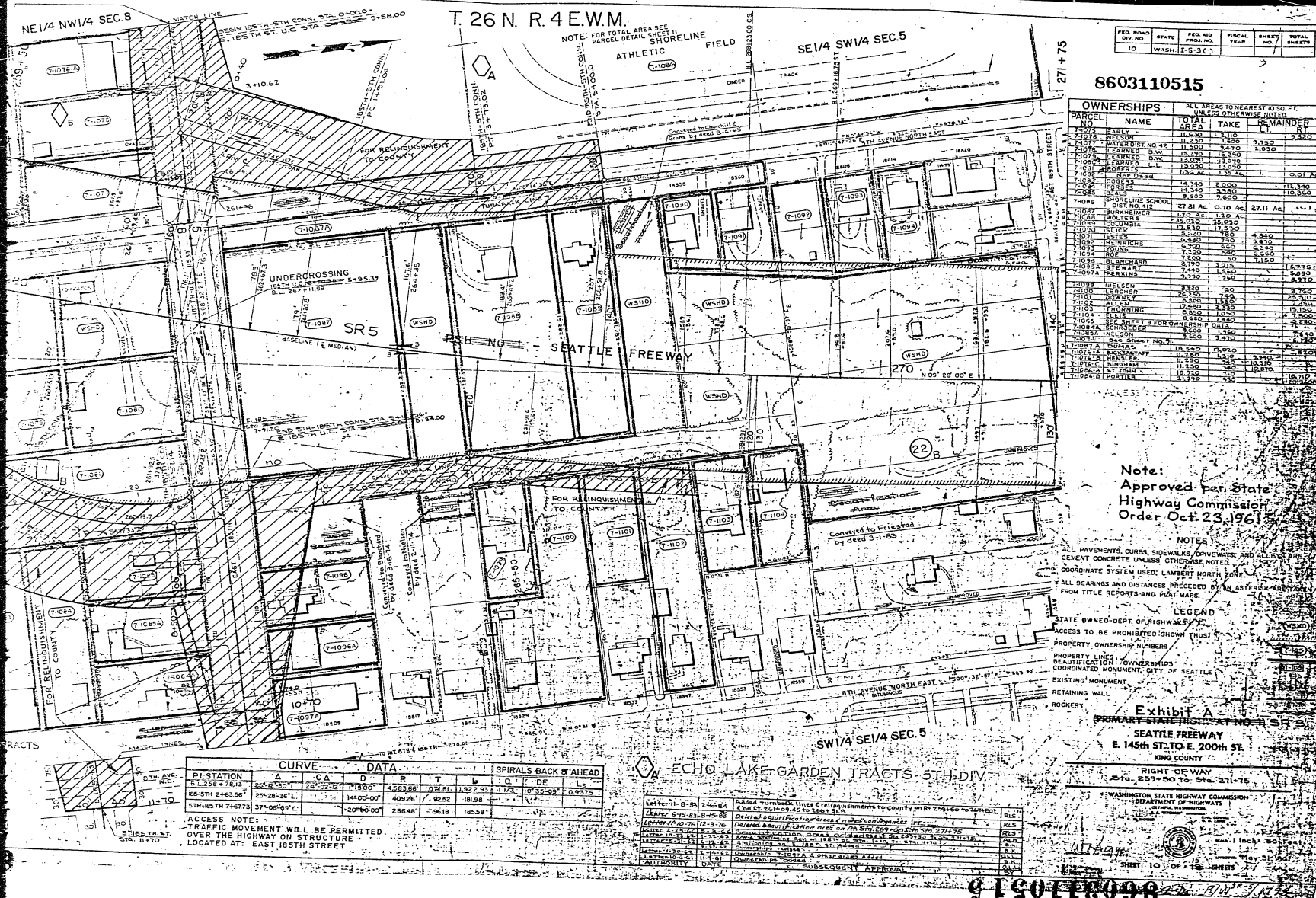


Exhibit B-1

EXHIBIT "B"

R/W No. LL-509.1
7TH AVE NE
CITY OF SHORELINE

INTERGOVERNMENTAL TRANSFER AREA:

ALL OF 7TH AVE NE AND PORTION OF NE 185TH STREET IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, LYING **NORTHERLY** OF THE FOLLOWING DESCRIBED **LINE**:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST;
THENCE S87°58'49"E ALONG THE SOUTH LINE OF SAID SECTION, BEING THE CENTERLINE OF NE 185TH STREET, A DISTANCE OF 595.59 FEET;
THENCE AT RIGHT ANGLES N02°01'11"E A DISTANCE OF 40 FEET TO A POINT ON THE EXISTING NORTH MARGIN OF SAID STREET, BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED **LINE**, BEING THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 34.00 FEET, TO WHICH POINT A RADIAL LINE BEARS S02°26'05"E;
THENCE LEAVING SAID MARGIN, WESTERLY, TO THE RIGHT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°56'58" AN ARC DISTANCE OF 2.94 FEET;
THENCE N87°29'06"W A DISTANCE OF 282.01 FEET TO THE EAST MARGIN OF SR 5, BEING THE END OF THE HEREIN DESCRIBED **LINE**;

EXCEPT THE EAST 10 FEET OF THE WEST 30 FEET OF THE NORTH 62 FEET OF THE SOUTH 216 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AS DEDICATED TO KING COUNTY UPON RECORDING OF SHORT PLAT NUMBER 578077, RECORDED UNDER RECORDING NUMBER 7901170721, IN KING COUNTY, WASHINGTON;

CONTAINING 24,068 SQUARE FEET.

**7TH AVE NE & NE 185TH STREET
INTERGOVERNMENTAL TRANSFER**
SW 1/4 SE 1/4 SEC 5, T 26 N, R 4 E, W.M.

DETAIL A
1"=2'

Point	Bearing	Distance
L1	N87°58'49"W	30.35'
L2	N87°58'49"W	10.00'
L3	N00°23'17"E	62.03'
L4	N87°58'49"W	10.00'
L5	N00°23'17"E	53.72'
L6	N00°23'17"E	42.36'
L7	N87°58'49"W	311.86'
L8	N00°23'17"E	62.03'
L9	N02°01'11"E	40.00'
C1	Δ=2°39'37" R=4733.66' L=219.79'	
C2	Δ=3°10'38" R=4703.66' L=260.84'	
C3	Δ=4°56'58" R=34.00' L=2.94'	

LEGEND

- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- STREET CENTER LINE
- PROPERTY LINE
- INTERGOVERNMENTAL TRANSFER PARCEL

SCALE IN FEET
40 20 0 40 80

NAD 83 (2011)

INTERGOVERNMENTAL TRANSFER AREA

VACATION AREA: 24,068 SF **DATE: 2/21/2020**

EXHIBIT "C"
R/W NO. LL509.1
(KING COUNTY QUIT CLAIM DEED)

SHORELINE INTERGOVERNMENTAL TRANSFER

CITY OF SHORELINE **KING COUNTY, WA**

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorizing the City Manager to Enter Into the Second Wastewater Utility Operating Services Agreement Between the City of Shoreline and the Ronald Wastewater District

DEPARTMENT: City Manager's Office

PRESENTED BY: John Norris, Assistant City Manager

ACTION: ☐ Ordinance ☐ Resolution ☒ Motion
 ☐ Discussion ☐ Public Hearing

PROBLEM/ISSUE STATEMENT:

On October 22, 2002 the City and Ronald Wastewater District entered into a 15-year Interlocal Agreement regarding the provision of sanitary sewer services. At the end of this 15-year term, the mutual goal was for the City to fully assume the entirety of the Ronald Wastewater District. However, continued litigation impacted the timing of the assumption as contemplated by the 2002 Interlocal Agreement, requiring an extension of the final assumption date so as to assure that the transition of the District to the City occurs in an orderly fashion.

On June 12, 2017, the City Council adopted a First Amendment to the 2002 Interlocal Agreement which allowed for a two (2) year extension of the agreement, with an option for the City to extend for an additional two (2) years. The First Amendment also provided for a Wastewater Utility Operating Services Agreement between the City and District, where the City would operate the utility on behalf of the District during the term of the First Amendment. The Wastewater Utility Operating Services Agreement was approved by the City Council on October 2, 2017. More recently, on March 4, 2019, the City extended the First Amendment to the 2002 Interlocal Operating Agreement through the two-year extension period until June 22, 2021.

Over the course of 2018 and 2019, the District and City identified several operational improvements to the Wastewater Utility Operating Services Agreement that would benefit both parties. Staff from the District and the City subsequently negotiated this Second Wastewater Utility Operating Services Agreement, which repeals the first Operating Services Agreement and replaces it. Staff is now seeking Council authorization for the City Manager to enter into this Second Operating Services Agreement. The term of this Second Agreement repeals the First Amendment to the 2002 Interlocal Operating Agreement and would expire on June 22, 2021.

RESOURCE/FINANCIAL IMPACT:

The City is currently operating the wastewater utility on behalf of the Ronald Wastewater District under the current Wastewater Utility Operating Services Agreement. Adoption of the Second Wastewater Utility Operating Services Agreement does not present a financial impact for the City.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into the Second Wastewater Utility Operating Services Agreement between the City of Shoreline and the Ronald Wastewater District.

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

BACKGROUND

On October 22, 2002, the City and the Ronald Wastewater District (District) entered into a 15-year Interlocal Operating Agreement regarding sanitary sewer services. At the end of this 15-year term on October 23, 2017, the mutual goal was for the City to fully assume the District as specifically authorized by Washington State Law. However, continued litigation impacted the timing of the assumption as contemplated by the 2002 Interlocal Agreement, requiring an extension of the final assumption date so as to assure that the transition of the District to the City occurs in an orderly fashion.

On June 12, 2017, the City Council adopted a First Amendment to the 2002 Interlocal Agreement which allows for a two (2) year extension of the agreement, with an option for the City to extend for an additional two (2) years. The staff report for this Council action can be found at the following link:

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

The First Amendment also provided for some additional key items, including:

1. District employees becoming City employees on October 23, 2017 under the same terms and conditions as set forth in the original 2002 Interlocal Agreement;
2. Certain District contracts transferring and being assigned to the City;
3. A Wastewater Utility Operating Services Agreement being developed;
4. The District Board of Commissioners continuing to exist and exercise their duties; and
5. Interlocal Operating Agreement Fees being extended until 2019.

With regard the Wastewater Utility Operating Services Agreement, the First Amendment specifically states that the Agreement will provide for the following items:

- The District will contract with the City for all services and functions in operating, maintaining, and improving the sanitary sewer system.
- The District will contract with the City for all administrative services and functions, including utility billing, customer service, and account management; provided, however, that the District may retain an independent contractor(s) to support the Board.
- The City will be able to use District facilities and real estate.
- The City and District will coordinate and pursue capital projects or public works projects that are identified in the District's Capital Improvement Plan.
- The City and District will coordinate on the District's utility relocation agreement with Sound Transit.
- The Agreement will provide for notice and communication regarding any "Major Actions", as defined in the First Amendment.
- The Agreement will address other matters necessary and appropriate to include in a utility operating service agreement under the circumstances.

On October 2, 2017, the City Council approved the initial Wastewater Utility Operating Services Agreement. The staff report, along with the current Wastewater Utility Operating Services Agreement, can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport100217-7b.pdf>.

More recently, on March 4, 2019, the City extended the First Amendment to the 2002 Interlocal Operating Agreement through the two-year extension period until June 22, 2021. The staff report for this Council action can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport030419-7b.pdf>.

This Council action also provided authorization to the City Manager to extend the District's Franchise Agreement, the current Operating Services Agreement and enter into a Second Amendment to the 2002 Interlocal Operating Agreement related to identifying two additional years (2020 and 2021) of Interlocal Operating Fees.

Over the course of 2018 and 2019, the District and City identified several operational improvements to the Wastewater Utility Operating Services Agreement that would benefit both parties. Staff from the District and the City subsequently negotiated this Second Wastewater Utility Operating Services Agreement, which repeals the first Operating Services Agreement and replaces it. Staff is now seeking Council authorization for the City Manager to enter into this Second Operating Services Agreement. The Ronald Wastewater District Board of Commissioner unanimously approved the Second Operating Services Agreement at their Board meeting on February 18, 2020.

DISCUSSION

The proposed Second Wastewater Utility Operating Services Agreement (Attachment A) updates and further clarifies the current Operating Services Agreement. The following section of this staff report provides information on the key sections of the Second Wastewater Utility Operating Services Agreement and how it differs from the current Agreement between the City and the District:

- **Section 1, Repeal of First Services Agreement:** This section makes clear that the first Services Agreement is repealed and that the Second Services Agreement shall replace it, and it sets forth the roles and responsibilities for operating the wastewater system.
- **Section 4, Term and Termination:** This section clarifies that the term of the Second Services Agreement will commence upon execution of the Agreement and continue through June 22, 2021, which is the expiration date of the extension of the First Amendment of the 2002 Interlocal Operating Agreement. This section also clarifies that if the City moves forward with the assumption process and dissolution of the District, then this Second Services Agreement will terminate on the dissolution date. If there is a desire to have the City continue to operate the wastewater utility beyond June of 2021, then the Interlocal Operating Agreement, Franchise Agreement and Second Wastewater Utility Operating Services Agreement will all need to be further amended to accommodate a longer term.

- **Section 5, Agreement Management and Communications:** This section clarifies that while the “Designated Representative” for each Party should be the primary point of contact, if other elected officials or staff communicate with each other, the Designated Representative must be copied on such communication.
- **Section 6, Notices:** This section has been updated to include that the District’s Board President will be copied on written hard copy or electronic correspondence from the City.
- **Section 7, City and District Engagement:** This section outlines the level and format of engagement the City will provide the District Board of Commissioners, clarifying that the City will provide regular updates to the Commissioners during the District’s quarterly meetings.
- **Section 8, Services Provided:** This section has been updated to state that the City or the District may request a change in the scope of services provided within the Second Agreement and outlines the process to do so.
- **Section 10, Real Estate:** This section clarifies that the District is responsible for approving any changes to the sewer easement form the City uses with developers or property owners. It also states that the City will notify the District if it becomes aware of an encroachment or unauthorized use of a District easement.
- **Section 11, Wastewater System:** An addition to this section clarifies how emergency maintenance or repairs to the wastewater system will occur and how the City will notify the District regarding non-routine repairs, emergency maintenance, or potential liability claim.
- **Section 12, Vehicles and Equipment:** This section clarifies that new District vehicles and equipment will be transferred to the City at a mutually agreed to time. It also clarifies the District funding an appropriate equipment inventory and at what thresholds the City will be responsible for making routine and non-routine vehicle and equipment maintenance or repairs.
- **Section 18, Records Management and Information Technology:** This section clarifies that the District will maintain certain records and will provide for its own IT and website needs.
- **Section 20, Budget and Reimbursement Payment:** This section was updated to remove information specific to 2017 and 2018.

RESOURCE/FINANCIAL IMPACT

The City is currently operating the wastewater utility on behalf of the Ronald Wastewater District under the current Wastewater Utility Operating Services Agreement. Adoption of the Second Wastewater Utility Operating Services Agreement does not present a financial impact for the City.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into the Second Wastewater Utility Operating Services Agreement between the City of Shoreline and the Ronald Wastewater District.

ATTACHMENTS

Attachment A – Second Wastewater Utility Operating Services Agreement

**SECOND WASTEWATER UTILITY OPERATING SERVICES AGREEMENT
BETWEEN THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT**

THIS WASTEWATER UTILITY OPERATING SERVICES AGREEMENT (“Services Agreement” or the “Agreement”) is made and entered into this ____ day of _____ 2020 by and between the City of Shoreline, a Washington Non-Charter Optional Municipal Code City (the “City” or “Shoreline”) and Ronald Wastewater District, a special purpose municipal corporation (the “District” or “Ronald”). The City and the District are each a “Party” and are collectively the “Parties” to this Agreement.

WHEREAS, on October 22, 2002, the City and the District entered into an agreement entitled *Interlocal Operating Agreement Between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Services Within Shoreline’s City Limits* (the “2002 Interlocal Operating Agreement”); and

WHEREAS, the 2002 Interlocal Operating Agreement provided for 1) grant of franchise to Ronald for operation of a sewer system within the City’s corporate limits, which franchise rights apply solely within Shoreline’s city limits, 2) an orderly transition of the Wastewater Utility and City assumption of all District assets, liabilities and contractual obligations, and employees, including those within Snohomish County; and

WHEREAS, while the title and Section 3.2 of the 2002 Interlocal Operating Agreement refer to the City’s assumption of Ronald within the City’s corporate limits, other provisions of the 2002 Interlocal Operating Agreement refer to “properties not located in the District or the City,” and the City and the District have always interpreted the 2002 Interlocal Operating Agreement as providing for the City’s full assumption of all of Ronald’s assets, liabilities and contractual obligations, and employees not only within the City’s corporate limits but also within Snohomish County; and

WHEREAS, on June 22, 2017, the City and the District entered into an amended document entitled *First Amendment of Interlocal Operating Agreement Between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Services Within Shoreline’s City Limits* (the “First Amendment”) which are incorporated herein; and

WHEREAS, the First Amendment was conditional on the City and the District negotiating and entering into a Wastewater Utility Operating Services Agreement that provides, among other things, for City operation and maintenance of the sanitary sewer system, use of District property, for City performance of certain administrative and financial functions, coordination of planning and projects, and for the District, by and through its Board of Commissioners, to continue to own and govern the Wastewater System and District assets; and

WHEREAS, on October 23, 2017, the City and the District entered into an agreement entitled *Wastewater Utility Operating Services Agreement Between the City of Shoreline and Ronald Wastewater District* (“First Services Agreement”): and

WHEREAS, on May 15, 2018, the City and the District entered into an amended document entitled *Amendment No. 1 to Wastewater Utility Operating Services Agreement Between the City of Shoreline and Ronald Wastewater District* (“First Services Agreement Amendment”) to include Information Technology and Records Management provisions; and

WHEREAS, on March 8, 2019, the City extended the First Services Agreement by written notice to the District pursuant to Section 2.2 of the First Services Agreement, setting expiration of the First Services Agreement on October 23, 2021; and

WHEREAS, the City and the District both desire to amend and add to the provisions of the First Services Agreement, and therefore agree to replace the First Services Agreement, as amended, with this *Second Wastewater Utility Operating Services Agreement Between the City of Shoreline and Ronald Wastewater District* (“Second Services Agreement”): and

WHEREAS, the City and District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.13A.070 to contract for the coordinated exercise of powers and sharing of resources for the efficient delivery of services to their residents, and the governing bodies of both parties have approved the execution of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as is if fully set forth below, and the terms and provisions contained herein, the City and the District agree as follows:

Section 1. Repeal of First Services Agreement.

The Parties hereby mutually agree that the First Services Agreement, as amended and extended, is repealed in its entirety and that this Second Services Agreement shall set forth the roles and responsibilities of the Parties regarding Shoreline’s performance of services and functions in operating and maintaining the Wastewater System and Wastewater Utility as of the Effective Date.

Section 2. Purpose of Agreement and Definitions.

The purposes of this Second Services Agreement are (a) to set forth the roles and responsibilities of the Parties regarding Shoreline’s performance of services and functions in operating and maintaining the Wastewater System and the Wastewater Utility and provision of administrative and financial services and functions and Ronald’s budgeting, reimbursement, and payment for the same, (b) to maintain and enhance the Parties’ cooperative working relationship, and (c) to coordinate future planning. The context of this Agreement is that the District exercises legislative duties as the Parties work toward final assumption.

In this Agreement, the following terms have the following meanings, whether singular or plural:

- 2.1 “2002 Interlocal Operating Agreement” means the *Interlocal Operating Agreement Between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Services Within Shoreline’s City Limits*, effective October 22, 2002.
- 2.2 “City” or “Shoreline” means the City of Shoreline, a non-charter optional municipal code city incorporated under the laws of the State of Washington.
- 2.3 “Designated Representative” means the person named by each Party’s Service Agreement Manager to serve as the point of contact and to facilitate and coordinate communications, meetings, schedules, the exchange of information, and related tasks.
- 2.4 “District” or “Ronald” means the Ronald Wastewater District, a municipal corporation organized under Title 57 RCW and governed by its Board of Commissioners.
- 2.5 “District Engineer” means the licensed professional engineer and/or engineering firm then under contract with the District to perform engineering services.
- 2.6 “Effective Date” means _____, 2020, which is the date this Second Services Agreement enters into force and effect.
- 2.7 “Financial Administration” means the process of performing daily, weekly, and monthly reconciliations as appropriate to ensure proper booking of District revenues, making disbursements on behalf of District and transmitting disbursement requests to King County, and providing disbursement reports to the District for formal approval of the Board of Commissioners in a timely fashion.
- 2.8 “First Amendment” means a document entitled *First Amendment of Interlocal Operating Agreement Between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Services Within Shoreline’s City Limits*, dated June 22, 2017.
- 2.9 “First Services Agreement” means the October 23, 2017 *Wastewater Utility Operating Services Agreement Between the City of Shoreline and Ronald Wastewater District*, as amended and extended, which is superseded and replaced by this Second Services Agreement.
- 2.10 “GFC” means the District’s General Facilities Charge, which is a capital charge for connecting to the Wastewater System.
- 2.11 “Major Action” means an action or approval by the Ronald Board of Commissioners as set forth in Section 4.2 of the First Amendment.
- 2.12 “Routine Maintenance or Repairs” means maintenance or repairs of Wastewater Real Estate, Wastewater System or Wastewater Utility Vehicles and Equipment that are scheduled to occur on a regular basis for the on-going care and upkeep of the asset.

2.13 “Non-Routine Maintenance or Repairs” means maintenance or repairs of Wastewater Real Estate, Wastewater System, or Wastewater Utility Vehicles and Equipment not scheduled on a regular basis that may be identified in conjunction with or independent of Routine Maintenance or Repair activities.

2.14 “Emergency Maintenance or Repairs” means maintenance or repairs actions taken when Wastewater Real Estate, Wastewater System, or Wastewater Utility Vehicles and Equipment assets have stopped working properly or all together and may negatively impact the public, property and/or the environment if not maintained, repaired or replaced.

2.15 “O&M” means operations and maintenance.

2.16 “Real Estate” means all real property owned in fee by Ronald and held as an asset of the Wastewater Utility.

2.17 “Ronald Service Area” means all the territory located within the corporate boundaries of Ronald Wastewater District, plus those areas lying outside of the corporate boundaries of the District where the District’s sanitary sewer system and appurtenances are now or may in the future be located or where the District is providing wastewater utility service to customers.

2.18 “Service Agreement Manager” means each Party’s identified lead with responsibility for administering and overseeing this Agreement.

2.19 “Specialized Vehicles and Equipment” means the closed-circuit television camera (CCTV), and CCTV van, eductor (vactor) truck, flow monitors, hydraulic and mechanical line rodding and jetting equipment, stationary and mobile emergency power generators; vehicles and equipment not listed here are considered Non-Specialized.

2.20 “WCIA” means the Washington City Insurance Association, which currently provides insurance coverage, services, and products to the City.

2.21 “WSRMP” means the Water and Sewer Risk Management Pool, which currently provides insurance coverage, services, and products to the District.

2.22 “Wastewater System” means the District’s sanitary sewer collection and conveyance system, which is generally comprised of wastewater pipes, mains, pump stations, grinder pumps, storage facilities, manholes, and appurtenances thereto, not including any wastewater treatment facilities, together with all i) contractual and other rights for wastewater treatment and disposal, and ii) easements, access rights, and other real property interests (not including fee simple).

2.23 “Wastewater Utility” means the District enterprise that owns the Wastewater System and related assets; provides sanitary sewerage services in the Ronald Service Area, including maintenance and operation of the Wastewater System, customer billing,

customer service, vendor contracting, and other functions; and levies and collects rates and charges.

Section 3. Exhibits to Agreement and Referenced Documents.

3.1 The following exhibits are attached to and incorporated into this Agreement.

Exhibit A: Ronald Contracts.

3.2 List of Referenced Documents in this Services Agreement:

District Comprehensive Code of Rules and Regulations Governing the Operation, Control and usage of the District's Sewage Collection Facilities

District Financial and Customer Service Policies

District Developer Extension Manual

District then current Operations and Maintenance Manual

District Service Area Map

District then current Comprehensive Sewer Plan

District Adopted Rate Resolution and Schedule of Rates

Section 4. Term and Termination.

4.1 This Second Services Agreement will take effect on the Effective Date, and it will continue in full force and effect until June 22, 2021, unless terminated sooner pursuant to its terms or written agreement of the Parties.

4.2 In the event that the City files a petition for dissolution pursuant to Section 4.8 of the 2002 Interlocal Operating Agreement or Section 6 of the First Amendment, then this Second Services Agreement will terminate on the date set by the superior court in its order on dissolution.

Section 5. Agreement Management and Communications.

5.1 This Agreement will be jointly managed and administered by the Parties' Services Agreement Managers:

City: the City Manager

District: the President of the Board of Commissioners.

The District may change its Service Agreement Manager by action of the Board of Commissioners. The City and District agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

5.2 Within 30 days of this Agreement taking effect, each Services Agreement Manager will designate a Designated Representative and will provide notice to the other Party. Absent any such designation, the Designated Representative of each Party will be the most recent designee under the First Services Agreement. The Parties intend for their Designated Representatives to serve as the initial point of contact, to handle communications, and to carry out a Party's business under this Agreement on a day-to-day basis and in the ordinary course, with elevation to the Services Agreement Manager as necessary and appropriate. An employee, independent contractor, or official may serve as a Designated Representative. At any time, a Party may change its Designated Representatives by providing notice to the other Party.

5.3 The Parties intend that their respective Designated Representatives will be the primary and presumptive person for the other Party to contact for all questions, requests, information transmission, and other communications. Within reason, a Party's elected officials staff, or agents may communicate with the appropriate official, staff, or agent of the other Party regarding operation of the Wastewater Utility or the Wastewater System, provided that the other Party's Designated Representative or Services Agreement Manager is copied on any such communication.

Section 6. Notices.

Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative. Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. The City will copy the District's Board President on written hard copy or electronic (e-mail) correspondence from the City's Designated Representative to the District's Designated Representative.

Section 7. City and District Services Agreement Reporting and Engagement.

7.1 Each month, the City will provide the District Board of Commissioners two written reports with oral presentations by person(s) knowledgeable about the reports, as follows.

7.1.1 Wastewater Utility Financial Report. The Financial Report shall include an Assets, Liabilities, Revenues and Expenses Statement, a Cash Reconciliation Statement, a General Facilities Charge Recap, a Billing Adjustment Report, and a Voucher Report.

7.1.2 Wastewater Utility Operations and Maintenance (O&M) Report. The O&M Report will outline levels of service provided and identify other

maintenance and operational activities performed by the City. The O&M Report shall also include, as necessary and appropriate, information about budget, cost, repair, capital or other issues, including potential Major Actions.

7.1.3 The City will make best efforts to provide the Financial Report and the O&M Report to the District five (5) days before a District Board of Commissioners meeting at which the relevant subject is on the agenda. The Designated Representatives will coordinate meeting schedules and agendas and the respective reports.

7.2 On a quarterly basis at a regular District Board of Commissioners meeting, the City will provide an oral presentation with written update or summary materials regarding any relevant topics as requested by the Board. Such topics may include but are not limited to short-term and long-term maintenance or financial planning, customer service data and reports, asset management, and the District's fats oil and grease (FOG) prevention program. The District will provide the City with at least thirty (30) days advance notice of each meeting that will include a quarterly report, and the notice will include the requested topic(s).

Section 8. Wastewater Utility Services Provided by the City.

8.1 During the term of this Service Agreement, the District Board of Commissioners retains legislative authority over District assets and policy matters, including without limitation setting and collecting rates and charges, holding and managing District property and assets, adopting and carrying out the District's comprehensive plan, changes to the District's Code of Rules and Regulations, and decisions on Major Actions.

8.2 During the term of this Service Agreement, the City will provide Wastewater Utility services on behalf of the District, including the following matters.

8.2.1 Operation and Maintenance of the Wastewater System. The City will operate, maintain, and repair the Wastewater System on behalf of the District in general conformance with Section 1 of the District's – then current O&M Manual, including without limitation the following functions and tasks:

- a) Collection System
 - i. Manhole
 - ii. Grinder Pumps
 - iii. Lift Stations/Pump Stations
 - iv. Pipeline Cleaning and CCTV Inspection
 - v. Fats, Oils and Grease (FOG) Program
 - vi. After hours and emergency response services
 - vii. Utility locates.
- b) Planning and Development
 - i. Permit issuance

- ii. Inspection of permitted work
- iii. Mapping services (GIS)
- iv. Asset management
- v. Recordable document creation
- vi. Certificate of Sewer Availability issuance
- vii. Developer Extension Agreements. Utilizing the District's Developer Extension Manual, the following process will occur:

A. The City will draft a proposed extension agreement with the relevant developer(s) for District Board of Commissioners review; and

B. The District Board of Commissioners will take action to approve, deny, or otherwise dispose of any proposed extension agreement.

C. The City and District will collaborate and jointly follow up with developers to ensure compliance with the developer extension projects through closeout.

8.2.2 Wastewater Utility Billing and Customer Service. The City will perform the function of Wastewater Utility billing and customer service on behalf of the District. Specific functions include but are not limited to the following:

- a) The City will provide billing and customer support services for the Wastewater Utility on behalf of the District.
 - i. All billing will be based on the District's adopted schedule of rates and charges.
 - ii. The City will respond to all customer inquiries regarding rates and billing.
 - iii. The City will coordinate the delinquent collection process with the District's attorney.
- b) The City will maintain customer account information following District practices in place prior to this Agreement.

8.2.3 Financial Administration. The City will provide financial administration on behalf of the District. Specific functions include but are not limited to the following:

- a) The City will process payroll for the District Board of Commissioners and supporting staff, if any.
- b) The City will provide accounting support for the District Board of Commissioners and coordinate with the District's consulting

accountant in the preparation and audit of the District Annual Financial Statement to ensure timely filing of financial statements.

- c) The City will coordinate with the State Auditor for the District's annual audit.

8.2.4 District Responsibilities in Financial Administration. During the term of this Services Agreement, the District retains control and responsibility of certain financial functions, including but not limited to the following:

- a) Continues as the fiduciary responsible for Wastewater Utility funds and the District's US Bank Account.
- b) Adopting an annual operating budget, in coordination with the City.
- c) Formal approval of the District's monthly voucher report monthly.
- d) The District maintains the direct relationship with King County, which will continue to serve as the Treasurer for the District.

8.3 Change in Scope of Services

8.3.1 Either the City or the District may request a change in scope of services provided under the Service Agreement. Changes may be additive or deductive.

8.3.2 The requesting party shall submit a written cost proposal to each parties Service Agreement Manager. The change proposal shall provide enough detail for the respective party to evaluate the merits of the proposal and come to a decision through each parties' decision-making process.

8.3.3 Decisions on a proposed change to the Service Agreement shall be in writing and communicated to the requesting parties Service Agreement Manager.

8.3.4 Changes that require an adjustment of the Wastewater budget will follow Section 20.3.2. and 20.3.3.

8.3.5 Agreed to changes will be implemented in accordance with all governing regulations impacting the change in service and as soon as possible thereafter.

8.3.6 The Parties may, by mutual agreement, have a third-party contractor perform wastewater utility services that are the City's responsibility under Section 8 of this Agreement. Non-exclusive examples of wastewater utility services include performing utility locates or CCTV inspections. No work will be performed by a third-party contractor without the agreement of the City's Service Agreement Manager and the District's Board of Commissioners. Any third-party contract will be between the City and the third-party contractor. The City will

provide the District a reasonable opportunity to provide input on the desired qualifications of third-party contractors during the procurement process for a contractor. The third-party contract price will result in an adjustment of the Wastewater budget pursuant to Sections 20.3.2 and 20.3.3.

8.3.7 Changes not agreed to will follow the dispute resolution procedures described in Section 22.

Section 9. Wastewater Utility and Permit Payments.

9.1 In providing Wastewater Utility services, the City will accept, receive, and account for payments for sewer or wastewater rates, charges, or fees and other District revenues or incoming funds. The City will track and account separately for all Wastewater Utility payments and monies.

9.2 Specific streams of customer payments of Ronald rates and charges will be handled as follows:

9.2.1 Payments made online, through the Automated Clearing House (“ACH”), or by mail to Retail Lockbox will follow the current process and will be deposited directly in the District’s US Bank Account or at King County Treasury.

9.2.2 Payments made for GFCs will be held by the City as a liability. The amounts will be separately accounted for and will be reconciled and credited against the District’s quarterly payment, except for an individual GFC payment exceeding more than \$10,000 that is related to a Developer Extension agreement. When a single GFC payment from a Developer Extension agreement exceeds \$10,000, the payment amount (including any Advance or Guarantee Deposit funds included with the GFC payment) will be forwarded to the District within 14 days of receipt.

9.2.3 Cash or check payments and wastewater permit payments made at City Hall will be held by the City as a liability. The amounts will be separately accounted for and will be reconciled and credited against the District’s quarterly payment.

Section 10. Wastewater Real Estate.

10.1 The District will continue to own all of its real property and improvements, including the District office and maintenance buildings, which are assets of the Wastewater Utility.

10.2 The City will use all District buildings for Wastewater Utility purposes. If the City uses some or all of a District property or building for other purposes, then the City will track, record, and account for such usage so as to keep the Wastewater Utility whole.

10.2.1 If the City notices any hazards, defects or disrepair within the District's real property or improvements, the City shall notify the District at or before the next regular Board meeting so that the District Board may address the situation.

10.3 Routine Maintenance or Repairs Wastewater Real Estate

10.3.1 Routine maintenance or repairs of real property costing \$5,000 or less per incident will be a maintenance expense that the City will pay for and recover as a reimbursable service.

10.3.2 Routine maintenance or repairs of real property that are conducted will be communicated to the District as part of the Monthly Maintenance Report.

10.3.3 If the annual routine maintenance or repair budget is exceeded during the course of the year, the City will communicate with the District and follow the procedures herein for budget revision.

10.4 Non-Routine Maintenance or Repairs Wastewater Real Estate

10.4.1 Non-routine maintenance or repairs of real property costing \$5,000 or less will be performed by the City as a reimbursable service.

10.4.2 Maintenance or repairs of real property exceeding \$5,000 will be entirely the responsibility of the District and would be paid for as a capital expenditure of the District. The City will coordinate with the District as needed to hire a contractor to complete the repair.

10.5 Emergency Maintenance or Repairs Wastewater Real Estate. If the City determines that emergency maintenance or repairs are needed that exceed the \$5,000 threshold, the City will commence repairs immediately and inform the District as soon as possible after the incident occurs. The City will notify the District per the requirements of Section 11.2.4.

10.6 Easements. The District Board of Commissioners shall be responsible for approving any changes to the District's sewer easement form. The City will use the District's current form of easement in dealings with developers or property owners. The City will maintain an index of District easements.

10.7 Encroachment on District Easement. If the City becomes aware of an encroachment or unauthorized use of a District easement by a third party, the City will notify the District at or before the next regular Board meeting so that the District Board may address the situation.

Section 11. Wastewater System.

11.1 During the term of this Agreement, the District will continue to own the Wastewater System, which is an asset of the Wastewater Utility.

11.2 The City will undertake and perform all maintenance and repairs on the Wastewater System, except as expressly provided below.

11.2.1 Routine Maintenance or Repairs Wastewater System

- a) Routine maintenance or repairs of the Wastewater System costing \$10,000 or less per incident are a maintenance expense that the City would incur as a reimbursable service.
- b) Any routine maintenance or repairs of the Wastewater System that are undertaken will be communicated to the District as part of the Monthly Maintenance Report.
- c) If the annual routine maintenance or repair budget is exceeded during the course of the year, the City will communicate with the District and follow the procedures herein for budget amendments.

11.2.2 Non-routine Maintenance or Repairs Wastewater System

- a) Maintenance or repairs of the Wastewater System exceeding \$10,000 per incident will be identified by the City and communicated by the Designated Representative to the District as they occur. The City's communication with the District will adhere to the notification protocol in Section 11.2.4.
- b) The District will be entirely responsible for any non-routine maintenance or repairs of the Wastewater System exceeding \$10,000, which will be paid for as a capital expenditure of the District. The District Engineer and/or District Board will hire a contractor to complete the repair and coordinate such repairs with the City.

11.2.3 Emergency Maintenance or Repairs Wastewater System

- a) If the City determines that emergency repairs are needed that exceed the \$10,000 threshold, the City will immediately (a) commence repairs and (b) notify the District as set forth in Section 11.2.4.
- b) The District will pay the entire cost of any emergency maintenance or repairs of the Wastewater System exceeding \$10,000.

11.2.4 Notification of District

- a) In the event it is necessary to undertake non-routine maintenance or repairs per Section 11.2.2, the City will as soon as possible notify the District via electronic mail to the District Engineer, the District Administrator and the District Board President/Services Agreement Manager.
- b) In the event it is necessary to undertake emergency maintenance or repairs per Section 11.2.3, the City will notify the District within 24 hours via electronic mail to the District Engineer, the District Administrator and the District Board President/Services Agreement Manager. The City will also contact the District Engineer by telephone or in person as soon as possible.
- c) In the event the City becomes aware of an incident that the City reasonably believes may give rise to a liability claim against the District by a third party, the City will notify the District within 24 hours via electronic mail to the District Engineer, the District Administrator and the District Board President/Services Agreement Manager.

Section 12. Vehicles and Equipment.

12.1 Ownership

12.1.1 All District vehicles, equipment, and personal property useful or necessary in operation of the Wastewater System have been transferred to the City from the District for Wastewater Utility use.

12.1.2 The City owns, uses and maintains the vehicles and equipment as an asset of the Wastewater Utility. During the term of this Agreement, the vehicles will display the District logo.

12.1.3 All new vehicles, equipment and personal property acquired by the District during the term of the Services Agreement that benefit the operation of the Wastewater System shall have ownership of the acquired asset transferred to the City at a mutually agreed to time.

12.2 Replacement

12.2.1 The District will fund the vehicle replacement costs of vehicles and equipment as they reach the end of their useful life.

12.2.2 The District will fund an appropriate equipment inventory, anticipating the annual needs and taking advantage of the cost savings of bulk purchasing when possible.

12.3 Routine Vehicle and Equipment Maintenance or Repairs

12.3.1 Routine maintenance or repairs of Non-Specialized Vehicles and Equipment that are within the approved vehicle and equipment maintenance and repair budget and costing \$2,000 or less per incident, will be the responsibility of the City.

12.3.2 Routine maintenance or repairs of Specialized Vehicles and Equipment that are within the approved vehicle and equipment maintenance and repair budget and costing \$5,000 or less per incident, will be the responsibility of the City.

12.3.3 If the annual Routine Vehicle and Equipment Maintenance or Repair budget is exceeded during the course of the year, the City will communicate with the District and follow the procedures herein for a budget amendment.

12.4 Non-Routine Vehicle and Equipment Maintenance or Repairs (Non-Specialized)

12.4.1 Non-Routine Maintenance or Repairs of Non-Specialized vehicles and equipment costing less than \$10,000 will be the responsibility of the City if the repair does not exceed the City's approved vehicle and equipment repair budget for the year and is below the threshold for vehicle or equipment replacement. The City will report these types of repairs to the District in its Monthly Wastewater Operations and Maintenance Report.

12.4.2 Non-Routine Maintenance or Repairs of any of the Non-Specialized vehicles and equipment used for Wastewater Utility purposes costing more than \$10,000 and below the threshold for vehicle or equipment replacement will be the responsibility of the District and will be paid to the City as a capital expenditure of the District. Should repairs meeting this criterion be required, the City may commence repairs and notify the District as soon as possible via electronic mail to District Administrator and the District Board President/Services Agreement Manager.

12.4.3 If Non-Routine Vehicle and Equipment Maintenance or Repair (Non-Specialized) exceed the annual Routine Vehicle and Equipment Maintenance or Repair budget during the course of the year, the City will communicate as soon as possible with the District and follow the procedures herein for a budget amendment.

12.5 Non-Routine Vehicle and Equipment Maintenance or Repairs (Specialized)

12.5.1 Non-Routine Maintenance or Repairs of any of the Specialized vehicles and equipment used for Wastewater Utility purposes costing less than \$20,000 will be the responsibility of the City if the repair does not exceed the City's

approved vehicle and equipment repair budget for the year and is below the threshold for vehicle or equipment replacement.

12.5.2 Non-Routine Maintenance or Repairs of any of the Specialized vehicles and equipment used for Wastewater Utility purposes costing more than \$20,000 and below the threshold for vehicle or equipment replacement will be the responsibility of the District and will be paid to the City as a capital expenditure of the District. The City will commence repairs and communicate with the District in accordance with Section 11.2.4.

12.5.3 If Non-Routine Vehicle and Equipment Maintenance or Repair (Specialized) exceed the annual Routine Vehicle and Equipment Maintenance or Repair budget during the course of the year, the City will communicate with the District and follow the procedures herein for a budget amendment.

12.6 Emergency Vehicle and Equipment Maintenance or Repairs

12.6.1 If the City determines that Emergency Vehicle and Equipment Maintenance or Repairs are needed that exceed the City's responsibility under Sections 12.3.2, 12.4.2 and 12.5.2, the City will commence repairs if the repair does not exceed the City's approved vehicle and equipment repair budget for the year and is below the threshold for vehicle or equipment replacement. The City communication with the District will adhere to the notification protocol in Section 11.2.4.

12.6.2 If Emergency Vehicle and Equipment Maintenance or Repairs are needed that exceed the threshold for vehicle or equipment replacement, the City will arrange for a rental and seek District approval for the replacement of the vehicle or equipment which will be funded by the District. The City communication with the District will adhere to the notification protocol in Section 11.2.4.

Section 13. Policies and Code Provisions.

13.1 The City will operate consistent with the then current version of the District's Comprehensive Code of Rules and Regulations Governing the Operation, Control and usage of the District's Sewage Collection Facilities, the District's Developer Extension Manual, and the District's Customer Service Policies during the term of this Services Agreement.

13.2 The City will operate in general conformance with the District's then current Operations and Maintenance Manual during the term of this Services Agreement.

13.3 The City will operate the Wastewater Utility using the City's purchasing and procurement code and guidelines, unless Title 57 RCW requires otherwise.

13.4 The District will continue to follow District practices for procurement related to activities not covered under this Agreement (such as District professional service agreements, CIP, etc.).

Section 14. Regional Coordination and Mutual Aid.

The District is a signatory to or participant in mutual aid networks including the *Regional Coordination Framework for Disasters and Planned Events* (King County 2015), the *Regional Hazard Mitigation Plan* (King County 2014), and with regional wastewater utilities, and the District Wastewater Utility will continue to do so in coordination with the City under this Agreement. The City will make use of the District's mutual aid networks when cost-effective or in the best interests of the District Wastewater Utility.

Section 15. Existing Contracts.

The contracts listed in Exhibit A are retained by Ronald and managed by the District Board of Commissioners.

Section 16. Capital Improvement Plan and Engineering.

16.1 The District will continue to manage the Wastewater Utility's capital improvement plan ("CIP"). The District will manage capital projects, and the District intends to staff project management through the District Engineer. The District will be responsible for developing and adopting any amendments and updates to the CIP. The District will direct the District Engineer to keep City engineering staff informed about District CIP projects, which the Designated Representatives will coordinate.

16.2 The District will have lead responsibility for funding all projects in the CIP. In the event bond financing is necessary and appropriate for improvements in the approved District CIP, the City will authorize, issue, and sell revenue bonds (the "City Bonds") and make a loan to the District to fund all or a portion of the CIP projects. The City Bonds will be payable from revenues of the District.

16.3 Prior to the date the City Bonds are issued, the City and the District will enter into an agreement regarding the loan and use of bond proceeds, the obligation of the District to pay debt service on the City Bonds during their term or until assumption occurs, and the tax requirements applicable to any tax-exempt City Bonds.

Section 17. Wastewater Comprehensive Plan.

The City will use the District's then current Comprehensive Sewer Plan.

Section 18. Records Management and Information Technology.

18.1 The City will serve as custodian of all District and Wastewater Utility records and files and will maintain the same on behalf of the District. Notwithstanding the foregoing,

the District Administrator will be custodian of the Board's own email, website content, telephone records, and records stored on its computer network.

18.2 The District will be responsible for its own information technology needs including email, website, telephone, and computer networks support.

18.3 The District will maintain its own website. The District website will provide a link to the City's website or software for billing and payment. In addition, the District website will include a link to the following agreements with the City: the Services Agreement and any related amendments, the 2002 Interlocal Operating Agreement ("IOA"), the First Amendment to the IOA, and the Franchise Agreement.

Section 19. Public Disclosure Act and Records Requests.

In the event that either Party receives a request for public records relating to the Wastewater System, the Wastewater Utility, or the Ronald Wastewater District, the Parties agree that the City will take the lead role in responding to the request as a service task and responsibility. Notwithstanding the foregoing, the District Administrator will take the lead role in responding to requests for the Board's own mail, email, website content, telephone records, and records stored on its computer network.

When either Party receives a public records request for records they are not the custodian of, the Party will promptly and without delay transmit the request to the Other Party's Designated Representative, and the Parties will coordinate and communicate in a timely manner to respond to the request. The City will be responsible for compliance with the Public Disclosure Act and liable for any non-compliance for the records it is a custodian of, except in the event that the District fails to timely transmit a request for public records or is otherwise at fault for non-compliance with the Public Disclosure Act; and the District will be responsible for the compliance with the Public Disclosure Act and liable for any non-compliance for the records it is a custodian of.

Section 20. Services Agreement Budget and Reimbursement Payment.

20.1 The District will reimburse the City for services based on the budgeted cost of operations. The District will pay the City 25% of the budgeted annual costs each quarter in advance.

20.2 City Budget Adoption Process

20.2.1 The City will strive to maintain growth in maintenance and operations costs to less than the June-to-June percentage change of the consumer price index for the Seattle/Tacoma/Bremerton area ("CPI-U"). Personnel costs will grow consistent with City policy regarding cost of living adjustments ("COLA") and benefit increases.

20.2.2 The City will present a budget summary to the District Board of Commissioners prior to budget adoption in November. The summary will compare City proposed budgeted costs alone and including the projected District costs for the budgeted years being discussed so that the District can evaluate the total budget. An explanation will be provided if the maintenance and operation cost increases exceed the June-to-June percentage change of the CPI-U. A summary of salary and benefit changes will be provided (*i.e.* percentage increase for COLA and benefits or other changes that drove an overall increase).

20.3 City Budget Amendment Process

20.3.1 Budget amendments are not anticipated but may be necessary in the event that unanticipated costs are incurred in the operation of the Wastewater Utility.

20.3.2 The City will review any proposed amendments to the Wastewater Utility budget with the District Board of Commissioners prior to discussion and adoption.

20.3.3 In all proposed budget amendments, the City will provide adequate documentation to support the necessity of the amendment. In reviewing or acting on any proposed budget amendment, the District will take into consideration the explanation and reason(s) provided by the City to support the need for additional budget authority.

20.3.4 An individual budget amendment request exceeding \$5,000 requires approval by the District Board of Commissioners. An individual budget amendment request less than or equal to \$5,000 will be approved administratively by the City; provided, however, that approval by the District Board of Commissioners is required in the event such individual requests, in the aggregate, exceed \$50,000 in a calendar year.

20.3.5 All approved budget amendments will be tracked and reported to the District. Remaining quarterly payments will be recalculated to address the impacts of approved amendments.

20.4 Annual Reconciliation

The City will perform an annual reconciliation of direct operational costs comparing actual to budget following year end close. If the City has experienced any budget savings in direct operational costs the reconciliation will result in a credit adjustment (to the amount due to the city for the current year). This credit can be applied to a single quarter or spread over remaining quarters in the year at the discretion of the District Board of commissioners.

Section 21. Insurance.

21.1 The City will carry liability coverage related to the operation of the Wastewater Utility and for use of property, and Equipment Damage.

21.2 District will maintain property coverage for District Property and liability relating to the actions of the District Board of Commissioners.

21.3 District will waive subrogation against the City only for damage covered by the District's property insurance.

21.4 For the purpose of avoiding any uninsured exposure for the District, the City expressly waives all immunity and limitation of liability under the Industrial Insurance Act, Title 51 RCW, for any claims for personal or bodily injury brought by a City employee against the District. This waiver was the result of mutual negotiations of the City and the District.

21.5 The City and District will coordinate insurance coverage to make sure that no gaps in coverage exist. Specifically, the City and the District will meet and confer in a timely fashion with the WSRMP and the WCIA to plan and obtain adequate insurance coverage for all necessary and appropriate Wastewater Utility and Wastewater System property, activities, events, and contingencies.

Section 22. Dispute Resolution.

22.1 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise. The Parties agree that cooperation and communication are essential to resolving issues efficiently.

22.2 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Ronald and Shoreline will be governed under the dispute resolution provision in Section 11 of the 2002 Interlocal Operating Agreement. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative.

22.3 Before either Party may refer a dispute to arbitration under Section 11 of the 2002 Interlocal Operating Agreement or provide a notice of the same to the other Party, the Parties will seek to resolve the dispute at the lowest possible level by completing the following steps.

22.3.1 The District's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) days, then the Parties' Designated Representatives will refer the dispute to the Parties' Services Agreement Managers.

22.3.2 The Services Agreement Managers will meet and confer and attempt to resolve the dispute. If the Services Agreement Managers cannot resolve the dispute within fourteen (14) days, then either Party may initiate arbitration.

Section 23. Hold Harmless and Indemnity.

Each Party agrees to hold harmless, indemnify, and defend the other Party, its officers, agents, and employees, from and against any and all claims, damages, losses or liability, injuries, or suits (“Claims”) arising out of any willful misconduct or negligent act, error, or omission of the indemnifying Party, its officers, agents, or employees, in connection with the services required by this Agreement, *provided*, however, that the indemnifying Party’s obligations to indemnify, defend and hold harmless i) shall not apply to Claims caused by or resulting from the sole willful misconduct or sole negligence of the other Party, its officers, agents or employees and ii) shall apply only to the extent of the negligence or willful misconduct of the indemnifying Party, its officers, agents, or employees.

Section 24. Miscellaneous.

24.1 This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings, and agreements with respect hereto; *provided*, however, that this Agreement is entered pursuant to, and is intended to be construed and interpreted in harmony with, the 2002 Interlocal Operating Agreement and the First Amendment.

24.2 This Services Agreement is specific to the Parties and may not be assigned in whole or in part. This Agreement is made and entered into for the sole protection and benefit of the Parties. The Parties do not intend to create any third-party beneficiaries to this Agreement, and no other person will have any right of action based upon any provision of this Agreement.

24.3 Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions will continue to be valid and binding upon the Parties, who agree that the Agreement will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

24.4 This Agreement will be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the Parties arising out of this Agreement must be King County Superior Court.

IN WITNESS WHEREOF, the authorized representatives of the Parties have duly executed this Agreement as of the date stated below.

CITY OF SHORELINE

Debbie Tarry, City Manager

Date: _____, 2020

Approved as to form:

Margaret King, City Attorney

RONALD WASTEWATER DISTRICT

Wesley Brandon, President, Board of Commissioners

Date: _____, 2020

Attest:

Laura Mork, Secretary, Board of Commissioners

Exhibit A

Contracts Retained by Ronald Wastewater District

UTILITY RELOCATION AGREEMENT, between Ronald Wastewater District and Sound Transit, January 10, 2017.

REGIONAL COORDINATION FRAMEWORK FOR DISASTERS AND PLANNED EVENTS (King County), 2015.

REGIONAL HAZARD MITIGATION PLAN (King County), 2014.

AGREEMENT BETWEEN RONALD WASTEWATER DISTRICT AND OLYMPIC VIEW WATER AND SEWER DISTRICT RELATING TO USE OF SEWER SYSTEM, December 14, 2005.

OPERATIONS AND MAINTENANCE AGREEMENT, between Ronald Wastewater District and the City of Lake Forest Park, March 13, 2003.

AGREEMENT TO TRANSFER WASTEWATER ASSETS AND SERVICE, between Ronald Wastewater District and the City of Lake Forest Park, December 30, 2002.

WASTEWATER FACILITIES USE AGREEMENT, between the City of Seattle acting by and through its Seattle Public Utilities and Ronald Wastewater District, October 1, 2001.

AGREEMENT BETWEEN THE TOWN OF WOODWAY AND SHORELINE WASTEWATER MANAGEMENT DISTRICT, a/k/a RONALD SEWER DISTRICT RELATING TO THE USE OF THE DISTRICT'S SEWERS, November 25, 1991.

AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL, between Ronald Sewer District and King County METRO, October 2, 1992.

AGREEMENT FOR WASTEWATER TREATMENT, DISPOSAL AND TRANSPORT SERVICES BY AND AMONG THE CITY OF EDMONDS, THE CITY OF MOUNTLAKE TERRACE, OLYMPIC VIEW WATER AND SEWER DISTRICT, AND RONALD SEWER DISTRICT, May 16, 1988.

AGREEMENT FOR THE JOINT USE OF SEWAGE DISPOSAL FACILITIES, between City of Mountlake Terrace and Ronald Sewer District, October 4, 1971.

PUMPING STATION JOINT USE AGREEMENT RONALD SEWER DISTRICT, HIGHLANDS SEWER DISTRICT, between Ronald Sewer District and the Highlands Sewer District, June 21, 1971.

CONTRACT FOR CONNECTION AND USE OF SEWER; between Olympic View Water District and Ronald Sewer District, September 21, 1970.

Exhibit A (continued)

Contracts Retained by Ronald Wastewater District

CONTRACT FOR CONNECTION AND USE OF SEWER, between Olympic View Water District and Ronald Sewer District, September 9, 1968.

CHS ENGINEERS, LLC, Engineering services (Annual Contract).

CLIFTON LARSON ALLEN, LLP, Certified Public Accounting services (Annual Contract).

HENDRICKS-BENNETT, legal services (Annual Contract).

VAN NESS FELDMAN, legal services (Periodic Contract).

INTERLOCAL AGREEMENT WITH WATER AND SEWER RISK MANAGEMENT POOL, risk management and insurance (Annual Contract).

INDEPENDENT CONSULTANT CONTRACT with Utility Management and Consulting, Inc. 11/03/2017 (District Administrator contract).

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of the 2020 Comprehensive Plan Amendment Docket		
DEPARTMENT:	Planning & Community Development		
PRESENTED BY:	Steven Szafran, AICP, Senior Planner Rachael Markle, AICP, Director		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

The City is limited by state law and the City's adopted procedures to processing Comprehensive Plan amendments once a year, with exceptions only in limited situations. Proposed amendments are collected throughout the previous year with a deadline of December 1st for public and staff submissions of suggested amendments to be considered in the following year. SMC 20.30.340(C)(2)(b) permits the Council to submit an amendment to the Docket at any time before the final Docket is set.

The Docket establishes the amendments that will be reviewed and studied during the year by staff and the Planning Commission prior to their recommendation to the City Council for final approval to amend the Comprehensive Plan by the end of the following year. In addition, the Docket ensures that all the proposed amendments are considered concurrently so that the cumulative effect of the various proposals can be ascertained when the City Council is making its final decision, as required by RCW 36.70A.130(2)(b).

This year's Preliminary 2020 Docket was presented to the Planning Commission on February 6, 2020 and contained two (2) City-initiated amendments and one (1) resident-initiated amendment. Ultimately, the Planning Commission recommended that the 2020 Docket (Attachment A) include all three of the proposed amendments.

The Council discussed the 2020 Docket, as recommended by the Planning Commission, on March 2, 2020. Tonight, Council is scheduled to adopt the Final 2020 Comprehensive Plan Docket. Prior to adoption of the Final 2020 Docket, Council may also consider and move proposed amendments to the Docket. Staff has provided amendatory motions in this staff report for Council's use, if needed.

RESOURCE/FINANCIAL IMPACT:

Amendment No. 1 (Amend Table 6.6 of the Parks, Recreation, and Open Space Plan to acquire park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets.) - This amendment will slightly expand the area of park and open space acquisition and will not change future workplans and resource demands.

Amendment No. 2 (Amend the Point Wells Subarea Plan to be consistent with the Interlocal Agreement between City of Shoreline and Town of Woodway.) – Point Wells planning is currently on the City’s workplan and it is likely that this amendment would not significantly change future workplans and resource demands.

Amendment No. 3 (Amend the Land Use Element to include a new policy requiring commercial uses within commercial and mixed-use zones.) – This amendment will require additional staff analysis and recommendation once an implementing Development Code Amendment is submitted. Staff will most likely consider a future Development Code Amendment with the 2020 batch of Development Code Amendments.

RECOMMENDATION

The Planning Commission recommends that the Council approve the Preliminary 2020 Comprehensive Plan Amendment Docket with proposed amendments No. 1, No. 2, and No. 3.

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

BACKGROUND

The State Growth Management Act, Chapter 36.70A RCW, limits consideration of proposed Comprehensive Plan amendments to no more than once a year. To ensure that the public can view the proposals within a concurrent, city-wide context, the Growth Management Act directs cities to create a Docket that lists the amendments to be considered in this “once a year” review process.

Proposed amendments are collected throughout the previous year with a deadline of December 1st for public and staff submissions of suggested amendments to be considered in the following year. SMC 20.30.340(C)(2)(b) permits the Council to submit an amendment to the Docket at any time before the final Docket is set. The Docket establishes the amendments that will be reviewed and studied during the year by staff and the Planning Commission prior to their recommendation to the City Council for final approval to amend the Comprehensive Plan by the end of the following year.

Comprehensive Plan amendments usually take two forms: Privately-initiated amendments and City-initiated amendments. This year, the Planning Commission was presented with two City-initiated amendments and one privately-initiated amendment.

The Planning Commission has recommended the Preliminary 2020 Docket (Attachment A) and the City Council is now tasked with establishing the Final 2020 Docket which will direct staff's preparation of amendments that will be considered for adoption later this year.

DISCUSSION

The Planning Commission considered the Preliminary 2020 Comprehensive Plan Docket on February 6, 2020 and voted to forward the recommended Preliminary 2020 Docket to the City Council for its consideration in establishing the Final 2020 Docket. The staff report for this Planning Commission meeting can be reviewed at the following link: <http://www.shorelinewa.gov/home/showdocument?id=46070>.

The Planning Commission meeting minutes from the February 6, 2020 meeting are included as Attachment B to this staff report.

A description and the Planning Commission's recommendation for each of the three (3) proposed Comprehensive Plan Amendments is shown below:

Amendment #1

Amend Table 6.6 of the Parks, Recreation, and Open Space Plan to acquire park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets.

Analysis:

This amendment amends Table 6.6 of the Parks, Recreation, and Open Space (PROS) Plan. Table 6.6 of the PROS Plan (Attachment C) is a list of general capital projects that are targeted for acquisition between 2024 and 2029. The amendment will consider acquisition of park space and open space between Dayton Avenue to I-5 and between

145th Street to 165th Street instead of the more constrained area of Aurora Avenue to I-5 and 155th Street to 165th Street. This amendment will provide additional opportunities to meet the level of service targets for the Westminster Triangle Neighborhood as demonstrated in PROS Plan Figure 4.17.

Planning Commission Recommendation:

The Planning Commission recommends that this amendment be placed on the Final 2020 Comprehensive Plan Docket.

Amendment #2

Amend the Point Wells Subarea Plan to be consistent with Interlocal Agreement between City of Shoreline and Town of Woodway.

Analysis:

This amendment proposes to amend the Point Wells Subarea Plan and associated Comprehensive Plan Policy LU51 related to Point Wells to implement the Settlement and Interlocal Agreement with the Town of Woodway approved by City Council on October 7, 2019 (Attachment D). This agreement pertains to Shoreline's support for Woodway's future annexation of Point Wells and coordination of land use planning and development regulations for the area by the Town of Woodway and the City of Shoreline.

The Settlement and Interlocal Agreement addresses services, infrastructure, mitigation, impacts, and other issues related to the development of the Point Wells site located in unincorporated Snohomish County. As part of the Agreement, a joint planning working group comprised of staff from the Town of Woodway and the City of Shoreline has been formed to develop and recommend mutually agreeable Comprehensive Plan Policies, development regulations, and design standards for Point Wells to be considered for adoption. Amendments to the Point Wells Subarea Plan will also be included to reflect the recommendations of the joint working group. The recommended goals, policies, and development regulations will be adopted by both the Town of Woodway and the City of Shoreline in order to have consistent development regulations under either jurisdiction.

As outlined in the Agreement, development regulations must generally include:

1. Primarily residential uses that are pedestrian oriented with limited commercial uses.
2. A traffic study for any proposed development.
3. Building height limited to 75 feet.
4. Mandatory public recreational facilities and public access to Puget Sound.
5. Development required to achieve the highest level of environmental sustainability.
6. Development must adhere to "dark skies" standards in an effort to reduce light pollution to adjacent neighborhoods.
7. Development shall be approved under a Master Development Plan or Development Agreement with design review.
8. In no case shall traffic exceed 4,000 average daily trips on Richmond Beach Drive.

Planning Commission Recommendation:

The Planning Commission recommends that this amendment be placed on the Final 2020 Comprehensive Plan Docket.

Amendment #3 (Privately-Initiated)

Amend the Land Use Element to include a new policy requiring commercial uses within commercial and mixed-use zones.

Analysis:

This is a privately initiated amendment (Attachment E) to add a new Comprehensive Plan Land Use Element Policy, LU9, to require commercial uses in the City's mixed-use and commercial zones. Currently, there are no regulations that require mixed-use or commercially zoned parcels be developed with commercial uses. The applicant has proposed a new Land Use Policy 9 which states:

LU9: Within the City's commercial areas, mixing of land uses is encouraged to bring shops, services, and offices in close proximity to residential uses. The purpose is to permit those uses which are intended to provide goods and services for the everyday needs of the immediate neighborhood rather than serve the broader nearby communities, and which generally conform to the Comprehensive Plan of the City. Multifamily residential uses are permitted, provided the multifamily residential use is part of a mixed-use building or is on property that has commercial uses. Multifamily residential development without commercial uses on the property shall not be permitted.

The applicant of this amendment has also submitted a companion Development Code amendment that lists specific development regulations for commercial uses in mixed-use and commercial zones.

Not requiring commercial uses was an intentional choice on the part of the City Council and has been a City policy since the incorporation of Shoreline in 1995. Because market demand for commercial uses may be low, the City allows development within the mixed-use and commercial zones to be purely residential. To accommodate future commercial uses within these buildings, the City requires that the ground floor be built to commercial standards including:

1. Building interiors that shall be 12 feet in height and 20 feet in depth and built to commercial building code.
2. Minimum window area that shall be 50 percent of the ground floor facade for each front facade which can include glass entry doors.
3. A building's primary entry shall be located on a street frontage and recessed to prevent door swings over sidewalks, or an entry to an interior plaza or courtyard from which building entries are accessible.
4. Minimum weather protection shall be provided at least five feet in depth, nine-foot height clearance, and along 80 percent of the facade where over pedestrian facilities.

Planning Commission Recommendation:

The Planning Commission recommends that this amendment be placed on the Final 2020 Comprehensive Plan Docket.

Amendatory Motion to Exclude this Amendment:

Some Councilmembers were concerned that adding Amendment No. 3 to the 2020 Comprehensive Plan Docket will cause unnecessary delays in implementing a commercial use requirement in the City's commercial and mixed-use zones. It was suggested that Amendment No. 3 may not be necessary as the current Comprehensive Plan has goals and policies that support the applicant's request.

If the Council removes Amendment No. 3 from the Docket and directs staff to begin working on implementing Development Code amendments, staff suggests a two-phase approach. Phase 1 Development Code amendments would consider the non-residential zones in the North City and Ridgecrest Neighborhoods. These are two areas of the City that have established commercial businesses and amending the Development Code for these two areas should be easy. If Council moves forward with Phase 1 amendments, staff believes amendments can be drafted and adopted in six months for North City. Staff believes adding the Ridgecrest commercial area could take up to an additional month. The six-month timeframe includes:

- Drafting code language
- Noticing
- Community and property owner outreach (community meeting)
- Environmental review
- Planning Commission discussion and recommendation
- Council discussion and adoption

Phase 2 Development Code amendments would encompass those areas expressed by Councilmembers that are not included in Phase 1, including Shoreline Place, the 145th and 185th Station Subareas, and Richmond Beach. Other commercial areas and commercial neighborhood nodes of the City that were not mentioned include Town Center, Southeast Shoreline, and Ballinger.

If Council would like to exclude this Amendment #3 from the Final 2020 Comprehensive Plan Amendment Docket, a Council member would need to move to modify the Planning Commission's recommendation as follows:

I move to modify the Planning Commission's recommendation to exclude Amendment #3 from the Final 2020 Docket.

If Council would like to direct staff to review the Development Code to explore the creation of ground floor commercial requirements and/or incentives in certain areas of non-residential and mixed-use residential zones, a Councilmember would need to make the following motion:

I move to direct staff to review the City's development regulations to explore the creation of ground floor commercial requirements and/or incentives within the non-residential zone(s) and mixed use residential zone(s) located in the _____ area(s).

The Councilmember making this motion would also need to specify which commercial areas they were interested in exploring development regulations for. For instance, this motion could read, *"I move to direct staff to review the City's development regulations to explore the creation of ground floor commercial requirements and/or incentives within the non-residential zones located in the North City and Ridgecrest commercial areas."* This would direct staff to focus on the Phase 1 Development Code amendments as described above.

RESOURCE/FINANCIAL IMPACT

Amendment No. 1 (Amend Table 6.6 of the Parks, Recreation, and Open Space Plan to acquire park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets.) - This amendment will slightly expand the area of park and open space acquisition and will not change future workplans and resource demands.

Amendment No. 2 (Amend the Point Wells Subarea Plan to be consistent with Interlocal Agreement between City of Shoreline and Town of Woodway.) – Point Wells planning is currently on the City's workplan and it is likely that this amendment would not significantly change future workplans and resource demands.

Amendment No. 3 (Amend the Land Use Element to include a new policy requiring commercial uses within commercial and mixed-use zones.) – This amendment will require additional staff analysis and recommendation once an implementing Development Code Amendment is submitted. Staff will most likely consider a future Development Code Amendment with the 2020 batch of Development Code Amendments.

RECOMMENDATION

The Planning Commission recommends that the Council approve the Preliminary 2020 Comprehensive Plan Amendment Docket with proposed amendments No. 1, No. 2, and No. 3.

ATTACHMENTS

Attachment A – Planning Commission Recommended 2020 Comprehensive Plan Amendment Docket

Attachment B – February 6, 2020 Planning Commission Meeting Minutes

Attachment C – Parks, Recreation and Open Space Plan Table 6.6

Attachment D – Settlement and Interlocal Agreement Between the Town of Woodway and the City of Shoreline

Attachment E – Comprehensive Plan Amendment #3 Application Proposal



City of Shoreline

DRAFT 2020 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.

DRAFT 2020 Comprehensive Plan Amendments

1. Amend Table 6.6 of the Parks, Recreation, and Open Space Plan to acquire park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets.
2. Amend the Point Wells Subarea Plan to be consistent with Interlocal Agreement between City of Shoreline and Town of Woodway.
3. Amend the Land Use Element to include a new policy requiring commercial uses within commercial and mixed-use zones.

Estimated timeframe for Council review/adoption: November 2020.

DRAFT
CITY OF SHORELINE

SHORELINE PLANNING COMMISSION
MINUTES OF REGULAR MEETING

February 6, 2020
7:00 P.M.

Shoreline City Hall
Council Chamber

Commissioners Present

Chair Montero
Vice Chair Mork
Commissioner Craft
Commissioner Davis
Commissioner Lin
Commissioner Malek
Commissioner Maul

Staff Present

Rachael Markle, Director, Planning and Community Development
Steve Szafran, Senior Planner, Planning and Community Development
Julie Ainsworth-Taylor, Assistant City Attorney
Carla Hoekzema, Planning Commission Clerk

CALL TO ORDER

Chair Montero called the regular meeting of the Shoreline Planning Commission to order at 7:00 p.m.

ROLL CALL

Upon roll call by Ms. Hoekzema the following Commissioners were present: Chair Montero, Vice Chair Mork, and Commissioners Craft, Davis, Lin, Malek and Maul.

APPROVAL OF AGENDA

The agenda was accepted as presented.

APPROVAL OF MINUTES

The minutes of January 16, 2020 were approved as presented.

GENERAL PUBLIC COMMENT

There were no general public comments.

**STUDY ITEM: DEVELOPMENT CODE AMENDMENT – PROFESSIONAL OFFICES IN R-8
AND R-12 ZONES**

Mr. Szafran advised that the City Council adopted Ordinance 881 on December 9, 2019. The ordinance adopted two Comprehensive Plan amendments, including Amendment 3, which added Professional Offices to the Medium Density Residential (MDR) land use category in Land Use Policy LU2. He explained that, currently, office uses are allowed in the Residential (R) R-18 through R-48 and Town Center (TC) zones with an approved Conditional Use Permit (CUP), but Professional Offices do not have any indexed criteria or conditions to address impacts to adjacent residential uses. The proposed amendment:

- Adds Professional Office as an allowed use in the R-8 and R-12 zones through an approved CUP.
- Clarifies the definition of Professional Offices, allowing different types of offices that function like a professional office.
- Adds index criteria to mitigate impacts to adjacent residential neighborhoods.
- Clarifies and expands CUP procedures and requirements.
- Adds a new definition for Contractor Construction Service Office.
- Adds a definition for Construction Service Office/Yard.
- Adds a definition for Outdoor Storage.

Mr. Szafran explained that Professional Office is defined as an office used as a place of business by a licensed professional such as an attorney, accountant, architect, engineer or a person in another generally recognized profession who uses training and knowledge of a technical, scientific or academic discipline as opposed to manual skills. Professional Offices shall not include outdoor storage, fabrication or transfer of commodity. Mr. Szafran further explained that a Contractor Construction Service Office would be defined as a type of professional office for the general administrative and accounting functions of a licensed contractor and may include a showroom. A Construction Service Office/Yard would be a more intense construction business where building materials, heavy equipment, tools, machinery and vehicles may or may not be stored outdoors. Outdoor Storage would be defined as the storage of any product, materials, equipment, machinery or scrap outside the confines of a fully-enclosed building.

Commissioner Craft observed that the proposed amendments are intended to address Professional Office uses and voiced concern that the proposed definitions related to Contractor Construction Service uses include showrooms and storage yards, which might be construed as sales and marketing establishments that have office components. He cautioned that the intent is to integrate Professional Offices into what has historically been low-density environments, and the expectation would be that the uses would be small professional offices that are non-invasive to the surrounding community. He expressed his belief that showrooms and storage yards do not belong in this conversation.

Mr. Szafran summarized that the uses discussed above are proposed to be added to Table 20.40.130, which is the Non-Residential Use Table. He noted that the Construction Service Office/Yard use is proposed to only be allowed in the Mixed Business (MB) zone, and the Contractor Construction Service Office and Professional Office uses are proposed to be allowed as conditional uses in the R-18 through R-48 and TC-4 zones, permitted outright in the Commercial (C) zones and allowed as conditional uses in the R-8 and R-12 zones.

Mr. Szafran explained that the purpose of adding index criteria to the uses is to ensure that the proposed uses do not cause a negative effect to the surrounding neighborhood. Since Professional and Contractor Construction Service Offices are similar uses, the proposed index criteria are the same. The criteria include:

1. Located on an arterial street or within 400 feet of an arterial street.
2. Hours of operation limited to 7am to 6pm Monday through Friday and 10am to 5pm Saturday and Sunday.
3. Subject parcel is abutting a R-18 through R-48 zone or abutting a Neighborhood Business (NB), Community Business (CB), Mixed Business (MB) or Town Center (TC) 1, 2 or 3 zone.
4. No outdoor storage.
5. Parking shall be on a paved surface, pervious concrete or pavers. No commercial parking is allowed in required side or rear setbacks.
6. Compliance with all dimensional requirements set forth in Table SMC 20.50.020(1).
7. One sign complying with Table 20.50.540(G) is allowed but may not be internally illuminated.
8. Outdoor lighting shall comply with SMC 20.50.240(H).
9. No onsite transfer of merchandise,
10. Showrooms shall be limited to 50% of the net floor area of the building.
11. Parking areas shall be screened from adjacent single-family residential uses by either a 6-foot foot opaque fence or a Type-1 landscape buffer.

Commissioner Maul referred to Criteria 6, noting that the table includes height limits, setbacks, lot coverage, hardscape and density.

Commissioner Davis asked if Criteria 8 is similar to the residential lighting requirements, and Mr. Szafran responded that it addresses all outdoor lighting. For example, security lighting would have to be downlit and shielded so it doesn't go past the property line.

Mr. Szafran recalled that the City Council raised several questions about the administration of existing and proposed CUPs. He reviewed the questions, as well as the proposed amendments to address each one, as follows:

- **Can a CUP be revoked? If yes, what would the criteria be?** As proposed, the Director may revoke a CUP if the applicant fails to comply with the terms of a permit
- **Does a CUP run with the land or is it personal to the permit holder?** As proposed, the CUP would run with the land unless expressly stated otherwise in the CUP approval.
- **What happens if a CUP is abandoned for a certain amount of time?** As proposed, if the conditional use is discontinued for a period of 12 consecutive months, the permit shall expire and become null and void.
- **When does a CUP expire?** As proposed, any conditional use permit that is issued and not utilized will expire within two years from the date of the City's final decision and become null and void if no specific time is addressed. Upon written request of a property owner or their authorized representative prior to the date of CUP expiration, the Director may grant an extension of time up to, but not exceeding, 180 days.

Mr. Szafran advised that the proposed amendments were evaluated based on the Development Code Amendment Criteria (See Staff Report). At this point, staff is not prepared to make a formal recommendation, as this is a discussion only. A public hearing is tentatively scheduled for March 5th.

Dean Williams, Attorney, said he was present to represent Melissa and Joseph Irons and Irons Brothers Construction. He voiced concern that a distinction is being created between Professional Offices and Contractor Construction Service Offices without any practical effect. Although the definitions are different, the conditions are almost identical. He cautioned that when you create two classes of individuals and then judge them on the identical criteria, it creates a situation down the road where different uses will be judged differently under standards that are written exactly the same. He noted that the Comprehensive Plan amendment only added Professional Offices to Policy LU2. He commented that adding all the different classification is inconsistent with the Comprehensive Plan amendment and doesn't serve any practical effect. There is also no reason to believe that an architect, for instance, wouldn't want to have a showroom as part of his/her office.

In the context of Irons Brothers Construction, Mr. Williams pointed out that there is no distinction between the office and the showroom. They advertise having a showroom in order to show some of the products they might be able to use in a project, but the showroom distinction in the proposed CUP criteria would not have any effect.

Mr. Williams voiced concern that the hours of operation proposed in Criteria 2 are too limited. It would be much more appropriate, particularly in a professional office situation, to allow meetings by appointment only outside of the regular hours. He said it is unclear if the hours of operation apply to all business activity or if employees can come and go.

Mr. Williams said the proposed amendments are also unclear as to the definition of a Commercial Vehicle. Contractors and many other business owners have the names of their businesses on their cars, and they may not have another vehicle. It would be much better to say "vehicles that can only be used for a commercial purpose."

Chair Montero asked whose idea it was to add the Contractor Construction Service Office and Construction Service Office/Yard classifications. These classifications are not found in any of the other cities he has researched. Mr. Szafran said the classifications were added by staff after looking at different intensities and uses and coming up with appropriate criteria to manage them. He emphasized that the proposed amendments are intended as a starting point. If the Commission likes having different classifications of offices, they could assign different types of mitigation. However, when trying to fit a contractor into the definition of Professional Office, staff felt it should be two separate uses.

Commissioner Maul observed that the proposed amendments appear to be addressing different types of uses. To him, Professional Office uses might include an architect who uses a conference room to show designs and products to clients. A Contractor Construction Service Office seems similar to Aurora Plumbing, where you have a sales room where they sell products, a back room full of parts that people can buy to fix their own stuff, and a warehouse where trucks come and go. He voiced concern that the two definitions are so similar that there is not a clear distinction for two very different uses. A Contractor

Construction Service Office could have significantly more impact on adjacent residential properties. He said he is concerned that the proposed definitions do not provide enough clarity.

Commissioner Craft emphasized that the proposed amendments would impact abutting residential zones. While he wouldn't be opposed to a Professional Office use adjacent to his home, he wouldn't want a Contractor Construction Service Office and its associated commercial vehicles, etc., located next door. The two environments are distinctly different. While he appreciates staff's intent, perhaps there are better opportunities to provide clarification for Professional Office uses in specific locations. While the home-office environment serves an important purpose in the community, because of proximity to low-density residential areas, there needs to be a certain level of regulation to address noise, light, exhaust, storage and other issues.

Commissioner Malek explained that business incubation often happens at the home level, and if successful, businesses eventually move to commercial zones. However, the proposed amendments would allow a fledgling business incubation to expand to a full-blown business and operate in perpetuity. He noted that, as proposed, there would be no limit on the number of office uses that would be allowed to locate in a given area. He cautioned that if they allow areas to grow organically, at what point would it be fair or unfair for businesses to come and go as they become fully established. While he understands that the City would retain the right to revoke the permit if a business gets too big, the proposed amendments do not clearly outline how that would work. Absent a subarea plan, the proposed amendments could end up undermining commercial corridors where business investors have purchased commercial real estate for the purpose of their businesses.

Chair Montero agreed with Commissioner Malek. An individual contractor with a truck in his yard is totally different than a professional office. Larger cities designate Professional Office Zones that act as buffers between the residential and commercial areas. He expressed his belief that including "contractors" as a type of professional office use would be a disservice to what the Commission is trying to accomplish. Chair Montero said he supports allowing Professional Offices in residential zones, but he is not in favor of allowing construction service offices and yards with multiple employees to locate in residential zones.

Regarding Commissioner Malek's previous question, Mr. Szafran said any parcel that is zoned R-8 or R-12 can apply for a CUP for a Professional Office, and as proposed, there would be no limit on the number of Professional Offices that can locate in any given area. It might be possible to add a separation requirement. Commissioner Malek said there needs to be a clear line to distinguish between business incubation and full-fledged businesses that need to graduate to larger spaces in the commercial zones. He said he would support allowing Professional Offices in the R-8 and R-12 zones, but it would be inappropriate to allow construction service offices and/or yards in residential zones without clearly defined limits and boundaries.

Commissioner Davis summarized that she could also support allowing Professional Offices in residential zones. She acknowledged that people do not want contractor equipment and heavy, loud, stinky commercial vehicles adjacent to their homes, but she could see situations where a contract could fit into the definition as a licensed professional, as long as there are clear boundaries as to what is and is not allowed in terms of equipment and anything else that would be disruptive to the neighborhoods. Commissioner Maul concurred and said he works with contractors who have offices in buildings in

downtown Seattle, but their trucks aren't coming and going and they aren't moving materials back and forth from that location.

Commissioner Craft agreed and commented that the Professional Office definition should not preclude contractors, as long as there aren't construction vehicles, stored materials, etc. He pointed out that there is quite a bit of R-8 and R-12 zoning in the City. While it is fine to have a mix, the proposed amendments could, theoretically, result in more professional offices than residences in the R-8 and R-12 zones. One argument would be to let market forces determine the appropriate number, but he is not sure that is the type of environment they want to promote for Shoreline.

Commissioner Malek observed that, in the Irons Brothers case, they were operating on one business lot and purchased another across the street as an assemblage, and the expansion was not really consistent with the concept of a business office out of someone's home. The expansion moved the business from a small, low-impact state to a professional institution that has higher utilization of infrastructure and impact to the surrounding residential community.

Vice Chair Mork agreed there is a big difference between a professional office with an attorney or another professional as opposed to a situation where there are many people coming to the site. She supports the proposed definition for Professional Office, and professional construction engineers could fall into the same category, but they wouldn't have multiple visitors at the same time and they wouldn't exacerbate the problem by taking up exceptional amounts of parking. Businesses that sell products should only be allowed in commercial zones.

Commissioner Lin said she supports allowing non-intrusive professional offices in residential zones. She pointed out that the current code allows adult family homes as commercial uses in residential zones, but there are limits on the number of employees, parking requirements, etc. She asked if a similar approach could be used for Professional Office uses to ensure they are less intrusive. She also asked if it would make sense to tie the CUP to the applicant rather than the property. Mr. Szafran said the proposal is that the CUP would apply to the parcel, unless the Director says otherwise through the CUP process. If a CUP is approved and the business ends up relocating, Vice Chair Mork asked if a new, entirely, different business would be allowed to locate on the site using the same CUP or if an entirely new CUP would be required. Chair Davis expressed her belief that the zoning should revert back to the original, lower zoning. Conditional uses should be considered exceptions to the rule, and allowing a CUP to run with the land doesn't make sense. Mr. Szafran asked what would happen if someone builds an office building on an R-8 parcel, and the original business relocates. Should a new CUP be required if the new business is different?

Chair Montero summarized that the Commission would like staff to tighten the definition for Professional Office and consolidate the definitions for Professional Office and Contractor Construction Service Office. Transferability of a CUP should stay with the property owner and not the parcel. Assistant City Attorney Ainsworth-Taylor said her research found that both options are used throughout the state. As proposed, the determination of whether a CUP runs with the land or is personal to the applicant will be made by the Director. Commissioner Davis raised concern that allowing the CUP to run with the land could result in planning being done based on profitability.

Commissioner Craft commented that there needs to be some understanding that whatever the physical structure on the parcel is going to be used for, it must be in such a condition that conversion to a residential use would be possible. A person who wants to build an office environment may want to look elsewhere and locate in a commercial area that is more suitable for the business. He summarized that the Commission is interested in placing some limits on Professional Office uses to limit the impact to surrounding neighborhoods.

Commissioner Craft said he is still concerned that the potential geographical spread associated with the proposed amendments is much larger than it should be. Vice Chair Mork asked staff to provide a map showing the location of the properties that could be impacted by the proposed amendments.

Chair Montero said the Commission is also interested in limiting the number of Professional Office uses allowed in the City. Commissioner Craft suggested that a better approach might be to create a new zone for Professional Office uses. They have spent innumerable hours creating zoning for the type of growth and affordability they want, and it appears that the proposed amendments are an attempt to “sneak something in the back door.” This does not seem appropriate to him.

Commissioner Malek asked if there are any jurisdictions that use a quasi-judicial approach for processing CUPs. This would allow public input rather than it simply being an administrative decision. Assistant City Attorney Ainsworth-Taylor answered that a number of jurisdictions require CUPs to be approved by a hearing examiner.

Vice Chair Mork asked Mr. Szafran to describe what happens if a permit holder violates the terms of a CUP. Mr. Szafran answered that the Director can suspend or revoke any CUP for any of the reasons listed in SMC 20.30.300(C). Assistant City Attorney Ainsworth-Taylor added that the permit would be suspended and the permit holder would be allowed an opportunity to cure. If it comes to revocation of the permit, the permit holder would have to cease operations at the site or be in violation of the code. At that point, code enforcement action would apply. The permit holder could appeal the revocation to the hearing examiner.

The Commission agreed to push back the public hearing date to allow time for additional study.

STUDY ITEM: 2020 COMPREHENSIVE PLAN AMENDMENTS

Mr. Szafran reviewed that the Growth Management Act (GMA) limits the review of Comprehensive Plan amendments to no more than once a year. To ensure the public can view all of the proposals in a citywide context, the GMA directs cities to create a docket or list of the amendments that may be considered each year. For 2020, there is one privately-initiated amendment and two city-initiated amendments. None of the items on the docket have been evaluated by staff. He reviewed each of the amendments as follows:

- **Amendment 1 – Amend Table 6.6 of the Parks, Recreation and Open Space Plan to acquire park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets.** Table 6.6 of the Parks, Recreation and Open Space (PROS) Plan is a list of general capital projects that are targeted for acquisition between 2024 and 2029. The amendment will consider acquisition of park and open space between Dayton Avenue to I-5 and between 145th Street to

165th Street instead of the more constrained area of Aurora Avenue to I-5 and 155th Street to 165th Street. The proposed amendment will provide additional opportunities to meet the level of serve targets for parks for the Westminster Triangle Neighborhood as demonstrated in PROS Plan Figure 4.17.

- **Amendment 2 – Amend the Point Wells Subarea Plan to be consistent with an Interlocal Agreement between the City of Shoreline and Town of Woodway.** The amendment proposes to amend the Point Wells Subarea Plan and associated Comprehensive Plan Policy LU-51 related to Point Wells to implement the Interlocal Agreement approved by the City Council on October 7, 2019. The agreement pertains to Shoreline’s support for Woodway’s future annexation of Point Wells and coordination of land use planning and development regulations for the area by the Town of Woodway and City of Shoreline.
- **Amendment 3 – Amend the Land Use Element to include a new policy requiring commercial uses within commercial and mixed-use zones.** This is a privately-initiated amendment to add a new Land Use Element Policy LU-9 to require commercial uses in the City’s mixed-use and commercial zones. Currently, there are no regulations that require mixed-use or commercially-zoned parcels be developed in the commercial and mixed-use zones, which means purely residential projects can be developed. The applicant has also submitted a companion Development Code amendment that would list specific development regulations for the commercial spaces in those zones.

Mr. Szafran summarized that the Commission is being asked to make a recommendation on which of the proposed amendments should be studied in 2020, and staff is recommending that all of them be added to the final docket.

Kevin Atkinson, Shoreline, asked the Commission to support allowing Amendment 3 to be included on the 2020 Docket. He pointed out that Shoreline is the only City in Puget Sound that allows parcels in commercial zones to be developed to 100% residential use. All other cities require mixed-use in commercial zones. From the perspective of a balance sheet, residential development is easier to develop and has a quicker rate of return for investors, and that is why every other city protects and nurtures its commercial zones. If left to the discretion of a developer, they will go for the quick and easy money. It is time for Shoreline to look at the evidence of the current policy and make a change.

Commissioner Maul voiced support for including all three proposed amendments on the 2020 Docket for further consideration. In particular, he agreed that it is time to think about requiring commercial uses in the commercial and mixed-use zones (Amendment 3). However, he has some specific thoughts about the companion Development Code amendment. Commissioner Craft agreed that more time will be needed to consider the Development Code amendment. Mr. Szafran said the amendment would be included in the batch of Development Code amendments that will be considered in 2020.

VICE CHAIR MORK MOVED THAT THE COMMISSION FORWARD A RECOMMENDATION TO THE CITY COUNCIL THAT ALL THREE OF THE PROPOSED AMENDMENTS BE INCLUDED ON THE 2020 COMPREHENSIVE PLAN AMENDMENT

DOCKET. COMMISSIONER MAUL SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

REPORTS OF COMMITTEES AND COMMISSIONER ANNOUNCEMENTS

Commissioner Malek reported that Blue Square Real Estate (BSRE), the developer for Point Wells, was given a resubmittal deadline of December 18, 2019. The judge explained that the original hearing examiner incorrectly assumed that he could not rule to reactivate the application, when in fact, it was possible. He gave the applicant another chance to submit, and BSRE did so on December 12th. The resubmittal was designed to address no less than 42 issues of code non-compliance, but was not fundamentally different than the original submittal. There are still a lot of discrepancies with the County. For example:

- There is a lack of clear engineering solutions and tables to address issues of secondary access through Woodway.
- Some of the dwelling units in the proposed design are in the landslide hazard area, and the resubmittal does not identify how this risk will be addressed.
- The proposed 18-story buildings exceed the 9-story height restriction if the applicant doesn't provide access to high-capacity transportation, and Sound Transit does not have any plan to put a rail station there. BSRE has applied for a variance to change that ruling.
- There is disagreement as to the boundary of the ordinary highwater mark and construction of buildings within that area.
- BSRE is looking for a reduction in the parking requirement without providing any clear count for how much senior housing would be provided.

Commissioner Malek summarized that the judge's order allowed for a one-time reactivation for BSRE to resubmit an application and correct the mistake of the hearing examiner who originally declined their request. Both the judge's remand order and the resubmittal documents are available on line. They are also available on the Richmond Beach Community Association's website for Point Wells. The Town of Woodway also has a website for Point Wells, as does Snohomish County. The Everett Herald is another good source of information. He said the court sees the reactivation as a one-time opportunity rather than an avenue for future reactivation requests. The intent was to right a wrong and allow the applicant an opportunity, without prejudice, to do a resubmittal. If the resubmittal does not address the issues called out by the County, BSRE will not receive any additional extensions.

Assistant City Attorney Ainsworth-Taylor clarified that the judge's decision only allowed for the reactivation that BSRE asserted they were vested to and the County had argued they were not vested to.

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BSRE has exercised the reactivation and the permits are now back under the same numbers and under the regulations they were originally vested to in 2011. The application will continue on to the Court of Appeals, and the City has completed its briefing round. One more briefing round is left to do, and then there will be oral argument on the high-capacity transit issue, which is the only issue that was appealed.

If the City changes its Comprehensive Plan to reflect the Interlocal Agreement with Woodway, Commissioner Malek asked how it would change the applicant's current vesting status. Assistant City Attorney Ainsworth-Taylor responded that the project would remain vested to the County's code because the property is still within the County's jurisdictional base. Any annexation agreement, whether it be with Shoreline or the Town of Woodway, would address and usually retain the vesting of permits that are currently under consideration.

If the Comprehensive Plan is changed as proposed by Amendment 1, Commissioner Malek asked if the change would apply to the Point Wells Property if BSRE loses its vesting right. Assistant City Attorney Ainsworth-Taylor answered no, and explained that the City's Comprehensive Plan has no application in Point Wells, which is located in unincorporated Snohomish County. Currently, the property's land use designation is Urban Village, and it is primarily zoned Planned Community Business, with a small amount of Industrial zoning. Commissioner Malek asked if the City's Comprehensive Plan would have some influence if BSRE is using Shoreline services and access roads. Similarly, wouldn't Woodway have some influence over ingress/egress and the scope of the build. Assistant City Attorney Ainsworth-Taylor advised that is an argument to be made.

Commissioner Maul asked the benefit of the City spending time on a subarea plan for Point Wells. Assistant City Attorney Ainsworth-Taylor explained that when the subarea plan was created in 1998 and 1999, it was intended to show the City's intent and interest in annexing the property. However, the subarea plan has no true impact on the Point Wells development.

AGENDA FOR NEXT MEETING

Mr. Szafran advised that the February 20th agenda will include an update on the 185th Corridor Study and a Finland presentation on land use and transportation planning. The Commission will continue its discussion on the proposed Development Code amendment related to professional offices in the R-8 and R-12 zones on March 5th.

ADJOURNMENT

The meeting was adjourned at 8:20 p.m.

William Montero
Chair, Planning Commission

Carla Hoekzema
Clerk, Planning Commission

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Parks, Recreation and Open Space (PROS) Plan

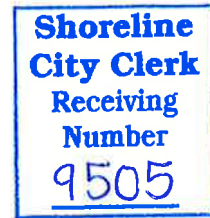
Table 6.6: Acquisition targeted for 2024-2029 (timing may be adjusted as appropriate if earlier funding opportunities arise)

	INFLATOR =	24%	29%	33%	38%	43%	48%	
	2017 Project	2024	2025	2026	2027	2028	2029	6-YEAR
	Cost estimate							TOTAL
SHAPING OUR FUTURE: PARK ACQUISITION AND ASSOCIATED DEVELOPMENT PROJECTS								
Rotary Park Development	\$1,093,000		\$1,406,000					\$1,406,000
145th Station Area Acquisition	\$4,803,000	\$1,494,000	\$1,545,000	\$1,598,000	\$1,654,000			\$6,291,000
145th Station Area Development	\$808,000				\$1,113,000			\$1,113,000
185th & Ashworth Acquisition	\$967,000	\$1,203,000						\$1,203,000
185th & Ashworth Development	\$404,000		\$520,000					\$520,000
5th & 165th Acquisition	\$5,473,000		\$7,041,000					\$7,041,000
5th & 165th Development	\$3,348,000			\$4,456,000				\$4,456,000
Paramount Open Space Acquisition	\$2,755,000		\$886,000	\$917,000	\$949,000	\$982,000		\$3,734,000

	INFLATOR =	24%	29%	33%	38%	43%	48%	
	2017 Project Cost estimate	2024	2025	2026	2027	2028	2029	6-YEAR TOTAL
Paramount Open Space Improvements	\$200,000		\$257,000					\$257,000
CEDARBROOK PLAYGROUND	\$404,000	\$503,000						\$503,000
AuroraDayton-I-5 1455th-165th Acquisition	\$7,210,000				\$9,931,000			\$9,931,000
AuroraDayton-I-5 1455th-165th Development	\$1,093,000						\$1,615,000	\$1,615,000
DNR Open Space Access Acquisition	\$1,576,000		\$2,027,000					\$2,027,000
DNR OPEN SPACE Development	\$432,000					\$616,000		\$616,000
RONALD BOG PARK TO JAMES KEOUGH PK TRAIL	\$65,000		\$84,000					\$84,000
Total Acquisition Costs	\$29,006,000	\$2,697,000	\$15,491,000	\$2,515,000	\$15,313,000	\$982,000	\$0	\$36,998,000
Total Acquisition Development Costs	\$7,847,000	\$503,000	\$2,267,000	\$4,456,000	\$1,113,000	\$616,000	\$1,615,000	\$10,570,000

	INFLATOR =	24%	29%	33%	38%	43%	48%	
	2017 Project Cost estimate	2024	2025	2026	2027	2028	2029	6-YEAR TOTAL
TOTAL Costs	\$36,853,000	\$3,200,000	\$17,758,000	\$6,971,000	\$16,426,000	\$1,598,000	\$1,615,000	\$47,568,000
REVENUES Specific to Acquisition and NEW development								
KC CONSERVATION INITIATIVE	\$1,000,000		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
KING COUNTY CONSERVATION FUTURES TRUST	\$1,050,000	\$50,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,050,000
PARK IMPACT FEE	\$1,650,000	\$150,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,650,000
Total	\$3,700,000	\$200,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,700,000

SETTLEMENT AND INTERLOCAL AGREEMENT
BETWEEN
CITY OF SHORELINE
AND
TOWN OF WOODWAY



This Settlement and Interlocal Services Agreement ("ILA") ILA sets forth the terms of agreement between the City of Shoreline ("Shoreline") and the Town of Woodway ("Woodway") for the purpose of addressing services, infrastructure, mitigation, impacts, and related issues related to development or re-development of the unincorporated area of Snohomish County commonly referred to as Point Wells. Shoreline and Woodway are each a "City" and collectively the "Cities" and "Parties" to this Agreement.

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes Shoreline and Woodway to enter into a cooperative agreement for the provision of services and facilities in a manner that will accord best with the factors influencing the needs and development of their cities; and

WHEREAS, Shoreline and Woodway are both municipal corporations of the State of Washington organized and operating under Title 35A RCW and planning under the Growth Management Act, chapter 36.70A RCW (GMA); and

WHEREAS, both Shoreline and Woodway have identified the Point Wells Area, located within an unincorporated area of Snohomish County, for future annexation in their respective comprehensive plans, which property is described and depicted in Exhibit A; and

WHEREAS, Shoreline and Woodway each have responsibility and authority derived from the Washington State Constitution and State laws to plan for and regulate uses of land and the resultant environmental impacts; and

WHEREAS, Shoreline and Woodway recognized that planning and land use and transportation decisions can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective way to deal with and mitigate impacts and provide opportunities that transcend local jurisdictional boundaries; and

WHEREAS, the State Environmental Policy Act, chapter 43.21C RCW (SEPA), requires Shoreline and Woodway to consider the environmental impacts of development on their communities, adjacent communities and where applicable, regional impacts; and

WHEREAS, following analysis of various options, the cities agree that the long-term regulation and development of Point Wells is best served and controlled by annexation of Point Wells by either Woodway or Shoreline; and

WHEREAS, Woodway's Municipal Urban Growth Area Subarea Plan for Point Wells contains various goals and policies, including that development should be pursuant to a master plan that results from

a coordinated planning effort between the Point Wells property owner, Woodway, and Shoreline, and that Woodway should coordinate with Shoreline, the Richmond Beach Neighborhood, and other affected property owners to ensure that development is compatible with existing residential neighborhoods; and

WHEREAS, Shoreline's Point Wells Subarea Plan contains various goals and policies for Point Wells including that consideration of traffic mitigation should include the participation of Woodway; and

WHEREAS, Shoreline and Woodway have expended valuable public resources over the years to protect their respective community interests regarding Point Wells, and Shoreline and Woodway desire to work together and with others toward adoption of interlocal agreements to address the issues of land use planning, transportation, provision of urban services, construction and development impacts, and local governance; and

WHEREAS, Shoreline and Woodway desire to enter into this ILA that sets forth the framework to formulate future intergovernmental agreements under the Authority of the Interlocal Cooperation Act, chapter 39.34 RCW, for the provision of services and facilities in a manner that will accord best with the factors influencing the needs and development of their cities to ensure that any future project in Point Wells is developed or redeveloped in the best interest of their respective communities and mitigates the related impacts.; and

NOW, THEREFORE, Shoreline and Woodway agree as follows:

I. PROVISIONS APPLICABLE TO ALL PARTIES

A. **Joint Planning Working Group – Comprehensive Plan Policies, Development Regulations, and Design Standards.** Within sixty (60) calendar days from the execution of this ILA, the Cities agree to create a joint staff working group ("Working Group") to develop and recommend mutually agreeable comprehensive plan policies, development regulations and design standards, including applicable zoning, for Point Wells that will be considered for adoption by each City prior to annexation of Point Wells by either City.

1. The Working Group shall be comprised of three (3) staff representatives from Woodway and three (3) staff representatives from Shoreline. Each City shall have sole discretion on selecting and appointing their representatives.
2. The Working Group shall meet on a schedule mutually agreed to by its members, but no less than one (1) time per month until a recommendation is submitted to the Planning Commissions of Woodway and Shoreline for consideration and subsequent consideration and adoption by their respective Councils. The first meeting of the Working Group shall be held no later than thirty (30) calendar days after its formation. In formulating its recommendation, the Working Group shall consider this ILA, the goals and policies adopted in each of the Cities' Subarea Plans for Point Wells as contained in their respective comprehensive plans, and the goals

and requirements of the Growth Management Act and other applicable laws and regulations.

3. The Working Group's shall attempt to complete its work within 180 calendar days of its first meeting. Upon completion of the work, the Working Group shall submit its recommendation to their respective Planning Commissions and City Councils for final consideration and adoption and inclusion in that City's respective comprehensive plan and/or implementing regulations applicable to Point Wells pursuant to the amendment process set forth in the Woodway Municipal Code (WMC), including chapter 15.04 WMC and Title 14 WMC, and the Shoreline Municipal Code (SMC), including chapter 20.30 SMC.
4. The recommendation developed by the Working Group shall be consistent with the provisions of this ILA and shall contain, at a minimum:
 - a. Requirements that Point Wells be zoned and developed as a primarily residential development, and that any mixed-use development be pedestrian-oriented and incorporate a variety of residential types and limited commercial uses along with public recreation accessible to residents of both cities. This provision does not apply to Snohomish County Tax Parcel No. 27033500303600.
 - b. Requirement that any development application for Point Wells include a traffic study for Shoreline and Woodway roads consistent with the preparation criteria required by each City.
 - c. A building height limitation of no more than 75 feet and a process or regulations for*additional height restrictions for development located within the southern portions of Point Wells based on consideration and preservation of view corridors for Woodway's residents and Shoreline's Richmond Beach neighborhoods.
 - d. Mandatory public recreational facilities and public access to the Puget Sound shoreline, with adequate public parking requirements that must be incorporated into the site plan in a manner that avoids large surface parking lots.
 - e. Requirements that development at Point Wells must demonstrate appropriate and adequate sensitivity to the natural environment, with mixed-use and residential development reflecting an effort to achieve the highest level of environmental sustainability for design, construction, and operation of buildings and infrastructure.
 - f. Requirements that development must adhere to "dark skies" standards, such as light source shielding to prevent the creation of light pollution from light fixtures and landscaping.

g. A requirement that development or redevelopment of Point Wells shall be subject to a Master Development Plan or a Development Agreement with a required design review process that includes a consultation with each City.

h. A traffic restriction of 4,000 ADT on Richmond Beach Drive in Shoreline and a LOS D with 0.9 V/C for the remaining Richmond Beach Road Corridor. This requirement or level of service will apply within each city as well as for any development in Point Wells per the applicable County development regulations, such as Urban Center or Urban Village, to the fullest extent allowed by law.

- B. Adoption of Recommended Policies, Regulations, and Standards.** Each City agrees to timely process the Working Group's recommendation and to place the Planning Commission's and Working Group's recommendation (if different) before its City Council for consideration and adoption within 180 calendar days of submittal of the Working Group's recommendations, PROVIDED that the Cities recognize that any recommended amendments to a City's comprehensive plan or development agreement shall adhere to the requirements of the Growth Management Act (GMA). Prior to the effective date of a City ordinance or state legislation authorizing annexation, a City will consider necessary amendments to its comprehensive plan and development regulations in the manner set forth in Section IA. Each City further agrees that it will affirmatively recommend to its City Council not to amend or repeal the adopted regulations or amendments resulting from the Working Group's recommendations for a period of two (2) years after: (1) the effective date of any state unilateral annexation legislation; or (2) adoption of a city resolution or ordinance annexing Point Wells, unless required to do so by a court of competent jurisdiction, including the Growth Management Hearings Board, or unless the other City formally agrees to such modifications in writing.
- C. Amendment of Comprehensive Plan and Implementing Regulations.** Each City shall provide the other City with at least thirty (30) calendar days written notice (unless otherwise agreed to or waived in writing), and a review and comment opportunity, for any legislative actions that may modify or amend the comprehensive plan policies or development regulations adopted from the recommendations from the Working Group, or that otherwise impacts the uses, development or redevelopment of the Point Wells area. Notice shall include, but not be limited to, notice of all Planning Commission and City/Town Council meetings and hearings related to such legislative considerations or actions.
- D. Reciprocal Mitigation Agreements.** The Cities will create reciprocal mitigation agreements related to the impacts of development and redevelopment within the Cities for recommended adoption by the respective legislative bodies of the Cities for approval. The agreements will provide for issues related to cooperative review of environmental impacts and will include, but not be limited to, issues such as SEPA lead status, review process, and review of impacts related to transportation and park/recreation facilities and may address other impacts of development as well.

- E. **Consultation on land use permit applications.** After annexation, each city agrees to provide the other no less than thirty (30) calendar days written notice of all land use permit applications for Point Wells consistent with chapter 36.70B RCW, Local Project Review. Each city agrees to invite the other city's staff to attend meetings between city staff and the applicant relating to such permit applications, including, pre-applications meetings, and allow the other city reasonable review and comment opportunity.
- F. **State Environmental Policy Act (SEPA) Mitigation.** Per WAC 197-11-944, the cities will share or divide the responsibilities of lead agency on SEPA review and mitigation for specific environmental impacts in accordance with the impacts from any non-exempt SEPA action from the development or redevelopment of Point Wells. The City in which the development is located shall, however, be responsible to designate one of them as the nominal lead agency and the cities shall consider and apply the mitigations, conditions, and levels of service as set forth in Section I of this ILA as allowed by law.

Nothing in this ILA limits the ability of either City to request additional mitigation pursuant to SEPA where a City has determined and identified specific environmental impacts of development as being significant adverse impacts that are not addressed by this ILA or a SEPA determination.

If Snohomish County is the jurisdiction responsible for SEPA review and mitigation in relation to the development or redevelopment of Point Wells, each city agrees to support the mitigation measures and applicable terms set out in this ILA when participating in the County's environmental review process.

- G. In the event neither city has annexed Point Wells prior to the developer submitting a development application to Snohomish County each city, except as required by law or by a judicial or administrative order/decision, agrees not to enter into any agreement(s) with the developer and/or Snohomish County inconsistent with the terms set forth in this Agreement.

II. PROVISIONS APPLICABLE TO THE CITY OF SHORELINE

- A. **No Annexation of Point Wells.** In accordance with this ILA, Shoreline agrees that it will take no actions to annex Point Wells, except as otherwise allowed and provided for herein.
- B. **Support of Woodway Annexation of Point Wells.** Upon the Effective Date of this ILA, Shoreline agrees not to challenge or object to Woodway's annexation of Point Wells, including any administrative or judicial process. Shoreline further agrees to work with Woodway and to fully support Woodway's annexation of Point Wells, including support of any legislation necessary to effectuate an annexation without the consent of the Point Wells property owner, provided said legislation does not interfere or conflict with the

requirements of this ILA. Should there be inconsistency between any legislation providing for such annexation and the terms of this ILA, Woodway and Shoreline mutually agree, to the extent the law allows, that the requirements of this ILA shall control. Shoreline shall not provide sewer service to Woodway residences or businesses absent a separate agreement with Woodway.

- C. **Richmond Beach Drive.** Shoreline agrees that, following annexation of Point Wells by Woodway, Shoreline will not take action that would reduce the current 4,000 ADT limitation on Richmond Beach Drive. The Cities assume that the 4,000 ADT limitation should allow for approximately 400 to 800 multi-family residential units with such estimate being subject to appropriate mitigation. Further, Shoreline agrees that it will not restrict access to Point Wells via Richmond Beach Drive in any way that would unreasonably interfere with or prevent use of the road by the general public, unless agreed to in writing by Woodway, who shall not unreasonably withhold its approval. Notwithstanding the foregoing, nothing shall prevent Shoreline from taking standard health and safety actions to protect its residents and the public from risk or harm or implement emergency measures.

III. PROVISIONS APPLICABLE TO THE TOWN OF WOODWAY

- A. **Annexation of Points Wells.** Woodway shall use its best efforts to effectuate the annexation of Point Wells as expeditiously as reasonably possible considering the factors affecting its ability to annex Point Wells, consistent with this ILA.
1. If Woodway, by resolution or formal action of its Town Council, notifies Shoreline of Woodway's election to not annex Point Wells, then Section II(A) of this ILA shall become immediately null and void, and Shoreline may seek annexation of Point Wells under any method legally available to Shoreline. Under such circumstance, Woodway agrees to support and work with Shoreline to have Snohomish County include Point Wells into Shoreline's Municipal Growth Area in Snohomish County, and to fully support Shoreline's annexation, including support of any changes in state legislation necessary to facilitate such annexation.
 2. If Woodway fails to file a notice of intent to annex Point Wells with the Boundary Review Board (if such a notice is legally required) or to adopt an annexation ordinance (if Boundary Review Board approval is not required) within three (3) years from the date of a direct petition or within three (3) years after the availability of a statutorily-authorized method of annexation without the property owner's consent becomes legally available, (whichever occurs first), then Shoreline may seek annexation of Point Wells under any method legally available to Shoreline. Should this occur, there shall be no requirement of a resolution of Woodway's Town Council and upon Shoreline providing a notice to Woodway of Shoreline's desire to annex Point Wells, Sections II(A) and (B)) of this ILA shall become immediately null and void, and upon receipt of such notice Woodway shall fully support Shoreline's annexation as set forth in subsection (1) of this section above.

3. Should Shoreline fail after being fully able to annex Point Wells to move forward and file a notice of intent to annex Point Wells with the Boundary Review Board (if such a notice is legally required) or to adopt an annexation ordinance (if Boundary Review Board approval is not required) within three (3) years from the date of a direct petition, or within three (3) years after the availability of a statutorily-authorized method of annexation without the property owner's consent becomes legally available (whichever occurs first), Woodways obligation under the preceding section to fully support Shoreline's annexation shall become immediately null and void. Shoreline and Woodway may then pursue annexation of Point Wells without obligation of support from the other party.
4. Woodway shall not acquire any of Shoreline's sewer utilities located within Point Wells or provide sewer service to Shoreline residences or businesses absent a separate agreement with Shoreline. Woodway shall not interfere in any way with Shoreline's acquisition of property described in Exhibit B from BSRE in relation to Lift Station 13. Woodway further agrees, except for the connection of Point Wells with Richmond Beach Drive, that Shoreline's acquisition of the herein described property in relation to Lift Station 13 is a superior public use to any use that Woodway may have for the property. Woodway also expressly recognizes that the existing Lift Station 13 facilities and property is property that will become Shoreline's property and part of Shoreline's wastewater utility system upon its assumption of Ronald Wastewater District. Lift Station 13, as used herein, is the property and system that is currently located off of Richmond Beach Drive in unincorporated Snohomish County.

B. Woodway Access Road. Upon annexation of Point Wells by Woodway, Woodway shall require that any development or redevelopment of Point Wells of 25 or more units or commercial development that would trigger the equivalent number of trips, or any combination thereof, shall, as a condition of development approval, provide a general-purpose public access road wholly within Woodway that connects into Woodway's transportation network and provides a full second vehicular access point to Point Wells into Woodway. This road shall be built to Woodway's standards and shall accommodate full access for commercial, emergency and residential traffic that meets acceptable engineering standards, and provides a viable reasonable alternative to the use of Richmond Beach Drive. This secondary access road, including the ingress and egress to and from the road, shall not be restricted in any way that would prevent such use of the road by the general public, unless agreed to in writing by Shoreline. Notwithstanding the foregoing, nothing shall prevent Woodway from taking standard health and safety actions to protect its residents and the public from risk or harm or implement emergency measures. This provision may not be relied upon by any applicant, other third party, or governmental entity as an obligation on Woodway to acquire property or construct the access or a requirement to approve access.

IV. GENERAL PROVISIONS

A. TERM

The intent of the Cities is that this ILA shall remain in full force and effect until the responsibilities and obligations of the parties set forth herein are fulfilled, but no later than December 31, 2034, unless an extension is mutually agreed to in writing by the parties. This ILA may be terminated at any time by mutual consent of the Cities, provided that such consent to terminate is in writing and authorized by the Shoreline City Council and the Woodway Town Council.

B. SEVERABILITY

This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

C. DISPUTE RESOLUTION.

1. **Dispute Resolution.** It is the Cities' intent to work cooperatively and in good faith to resolve any disputes in an efficient and cost-effective manner. If any dispute arises between the Cities relating to this ILA, then the Shoreline City Manager, or designee, and the Woodway Town Administrator, or designee, shall meet and seek to resolve the dispute, in good faith, within ten (10) calendar days after a City's written request for such a meeting to resolve the dispute. If the matter cannot be resolved amicably and promptly by the Shoreline City Manager and the Woodway Town Administrator, then the matter shall be subject to mediation.
2. **Mediation proceedings.** The mediator will be selected by mutual agreement of the Cities. If the Cities cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association. Any mediator so designated must be acceptable to the Cities. The mediation will be conducted in King County, Washington. Any City may terminate the mediation at any time. All communications during the mediation are confidential and shall be treated as settlement negotiations for the purpose of applicable rules of evidence, including Evidence Rule 408. However, evidence that is independently admissible shall not be rendered inadmissible by nature of its use during the mediation process. The mediator may not testify for either City in any subsequent legal proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The cost of any mediation proceedings shall be shared equally by the

Cities. Any cost for a City's legal representation during mediation shall be borne by the hiring City.

D. INDEMNIFICATION AND LIABILITY.

1. Indemnification of Woodway. Shoreline shall protect, save harmless, indemnify and defend, at its own expense, Woodway, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of Shoreline's good faith performance of this ILA, including claims by Shoreline's employees or third parties, except for those damages caused solely by the negligence, recklessness or intentional misconduct of Woodway, its elected and appointed officials, officers, employees, volunteers or agents.
2. Indemnification of Shoreline. Woodway shall protect, save harmless, indemnify, and defend at its own expense, Shoreline, its elected and appointed officials, officers, employees, volunteers and agents from any loss or claim for damages of any nature whatsoever arising out of the Woodway's good faith performance of this ILA, including claims by Woodway's employees or third parties, except for those damages caused solely by the negligence, recklessness or intentional misconduct of Shoreline, its elected and appointed officials, officers, employees, volunteers or agents.
3. Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this ILA by Shoreline and Woodway, including claims by Shoreline's or Woodway's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Shoreline and Woodway, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.
4. Hold harmless. No liability shall be attached to Shoreline or Woodway by reason of entering into this ILA except as expressly provided herein. Shoreline shall hold Woodway harmless and defend at its expense any legal challenges to Shoreline's requested mitigation. Woodway shall hold Shoreline harmless and defend at its expense any legal challenges to Woodway's requested mitigation.

E. GENERAL PROVISIONS

1. **Notice.** Any notice required under this ILA will be in writing, addressed to the appropriate City at the address which appears below (as modified in writing from time to time by such City), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700
dtarry@shorelinewa.gov

Town Administrator
Town of Woodway
23920 113th Place W
Woodway, WA 98020
(206) 542-4443
eric@townofwoodway.com

2. **Governing Law.**

- a. This ILA shall be construed and enforced in accordance with the laws of the State of Washington.
- b. This ILA in no way modifies or supersedes existing law and statutes. In meeting the commitments encompassed in this ILA, Shoreline and Woodway shall comply with the requirements of the Open Public Meetings Act, chapter 42.30 RCW, Growth Management Act, chapter 36.70A RCW, State Environmental Policy Act, chapter 43.21C RCW, Public Records Act, chapter 42.56 RCW, Annexation by Code Cities, chapter 35A.14 RCW, and other applicable laws and regulations, as amended from time to time.
- c. By executing this ILA, Shoreline and Woodway do not purport to abrogate any land use and development authority vested in them by the law.

3. **Venue.** Venue of any suit between the Cities arising out of this ILA shall be in either King County Superior Court or Snohomish County Superior Court.

4. **Third Party Beneficiaries.** There are no third-party beneficiaries to this ILA, and this ILA shall not be interpreted to create any third-party beneficiary rights.

Each individual signing below hereby represents and warrants that he/she is duly authorized to execute and deliver this Interlocal Agreement on behalf of the city for which they are signing and, that such city shall be bound by the terms contained in this Interlocal Agreement.

CITY OF SHORELINE

By:


City Manager

Approved as to form:


City Attorney

TOWN OF WOODWAY

By:


Mayor

Approved as to form:


Town Attorney

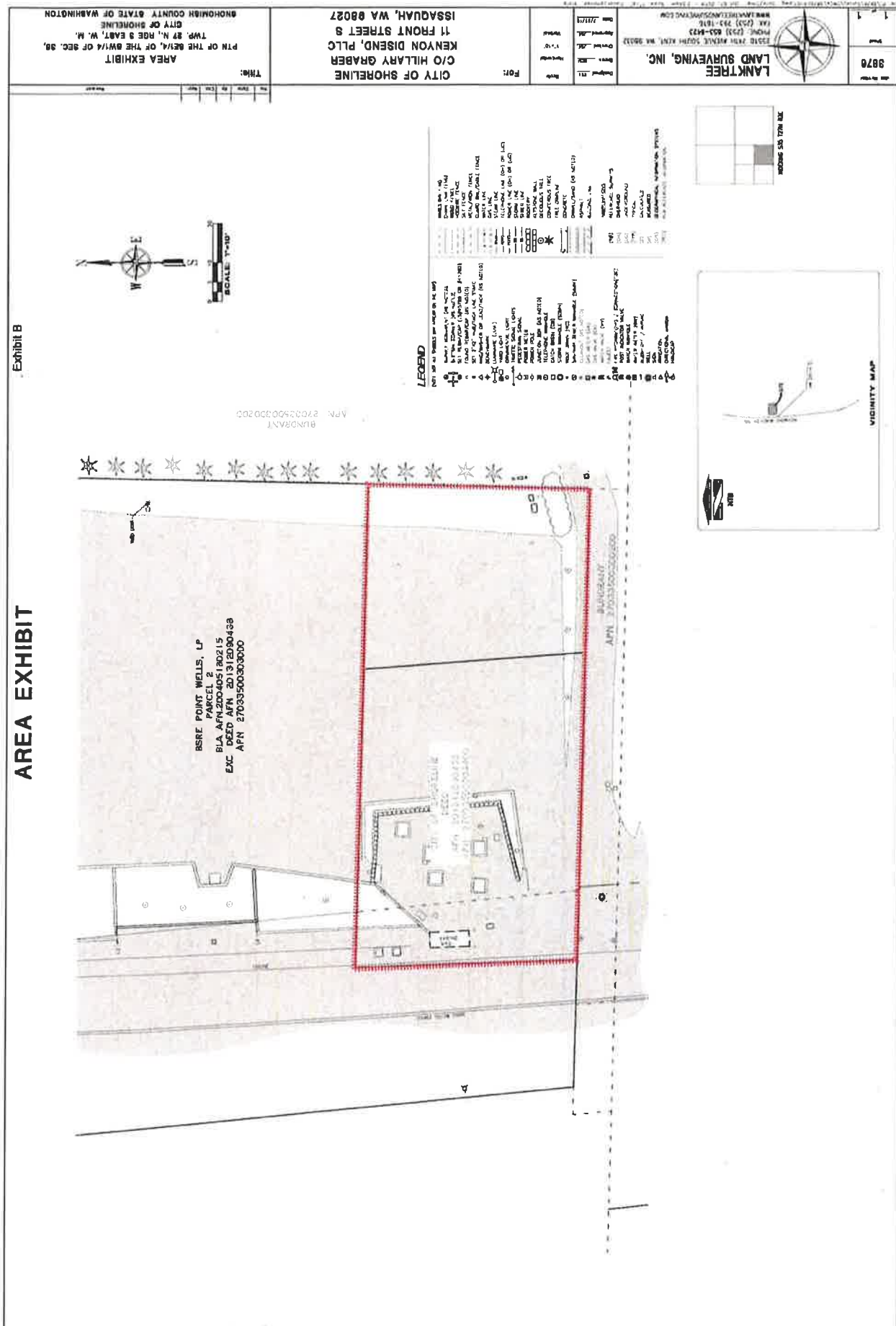


Exhibit A





City of Shoreline

Planning & Community Development

17500 Midvale Avenue North Shoreline, WA 98133-4905

Phone: (206) 801-2500 Fax: (206) 801-2788

Email: pcd@shorelinewa.gov Web: www.shorelinewa.gov

Permit Hours – M, T, TH, F: 8:00 a.m. to 4:00 p.m. | W: 1:00 to 4:00 p.m.

Attachment E

COMPREHENSIVE PLAN GENERAL AMENDMENT APPLICATION

Amendment proposals may be submitted at any time, however if it is not submitted prior to the deadline for consideration during that annual amendment cycle, ending on December 1st, the amendment proposal will not be considered until the next annual amendment cycle.

Please attach additional pages to this form, as needed.

Contact Information - If the proposal is from a group, please provide a contact name.

Applicant Name Kevin Atkinson

Address 18417 12th Ave NE City Shoreline State WA Zip 98155

Phone 206.403.0006 Fax _____ Email northcityyimby@gmail.com

Proposed General Amendment - This can be either conceptual: a thought or idea; or specific changes to wording in the Comprehensive Plan, but please be as specific as possible so that your proposal can be adequately considered. If specific wording changes are proposed please use underline to indicate proposed additions and strikethrough to indicate proposed deletions. **Please note that each proposed amendment requires a separate application.**

Within the City's commercial areas, mixing of land uses is encouraged to bring shops, services and offices in close proximity to residential uses. The purpose is to permit those uses which are intended to provide goods and services for the everyday needs of the immediate neighborhood area rather than serve the broader nearby communities, and which generally conform to the comprehensive plan of the city.

Multifamily residential uses are permitted, provided the multifamily residential use is part of a mixed-use building or is on property that has commercial uses. Multifamily residential development without commercial uses on the property shall not be permitted. Excluding parking facilities, residential uses are limited to 20% of the street-level, street-facing facade.

Reference Element of the Shoreline Comprehensive Plan (required) and page number (if applicable) - (e.g. Land Use, Transportation, Capital Facilities, Housing, etc.)

Land Use Goals: Goal LUI, Goal LU II, Goal LU V, Goal LU VI, Goal LU VII
Residential Land Use: LU7



Support for the Amendment - Explain the need for the amendment. Why is it being proposed? How does the amendment address changing circumstances or values in Shoreline? Describe how the amendment is consistent with the current Shoreline Comprehensive Plan, if inconsistent, explain why. How will this amendment benefit the citizens of Shoreline? Include any data, research, or reasonings that supports the proposed amendment. (A copy of the Shoreline Comprehensive Plan is available for use at the Planning & Community Development department, Shoreline Neighborhood Police Centers, and the Shoreline and Richmond Beach libraries).

Explain the need for the amendment. Why is it being proposed?

The amendment was inspired by a deep frustration with seeing the continual redevelopment of the historical North City Business District exclude commercial space.

The amendment was designed and drafted after comparative study of other municipalities in Puget Sound. The research revealed that nearly every other city in Puget Sound fosters its business districts by requiring mixed-use development in commercial zones whereas Shoreline does not. The language of the amendment is a composite of land use policy language from other cities in Puget Sound.

The city of Shoreline has abundant vision documents, subarea plans, and framework goals; The deficiency is entirely within the land use code itself. The amendment is being proposed to protect historical commercial space and to ensure transit-oriented development near light rail stations.

How does the amendment address changing circumstances or values in Shoreline?

The amendment is entirely consistent with the values set forth in the Framework Goals of the Comprehensive Plan. In fact, the intention of the amendment is to bring Shoreline land use code into compliance with the values outlined within the Framework Goals.

Describe how the amendment is consistent with the current Shoreline Comprehensive Plan

The amendment is consistent with the following statutory goals identified in the Growth Management Act (GMA). (Pg.2 Comprehensive Plan, City of Shoreline)

- Guide urban growth to areas where urban services can be adequately provided;
- Encourage economic development throughout the state;
- Encourage the participation of citizens in the planning process;

Furthermore, the amendment is consistent with several Framework Goals in the Shoreline Comprehensive Plan. (Pg.6 Comprehensive Plan, City of Shoreline)

FG4: Provide a variety of gathering places, parks, and recreational opportunities for all ages and expand them to be consistent with population changes.

FG9: Promote quality building, functionality, and walkability through good design and development that is compatible with the surrounding area.

FG10: Respect neighborhood character and engage the community in decisions that affect them.

FG14: Designate specific areas for high-density development, especially along major transportation corridors.

FG15: Create a business-friendly environment that supports small and local businesses, attracts large businesses to serve the community, expands our jobs and tax base, and encourages innovation and creative partnerships.

FG16: Encourage local neighborhood retail and services distributed throughout the city

How will this amendment benefit the citizens of Shoreline? (See PDF copy online. Next sections do not print.)

This amendment will benefit the citizens of Shoreline by providing a variety of gathering places and recreational opportunities for all ages. It will promote quality, functionality, and walkability through good design and development that is compatible with the surrounding area. The neighborhood character of commercial and gathering spaces will be respected rather than converted into secured residential buildings. (Framework Goals 4, 9, & 10)

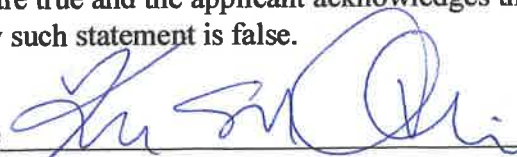
The amendment will benefit the citizens of shoreline by creating a business-friendly environment that supports small and local businesses, attracts large businesses to serve the community, expands our jobs and tax base, and encourages innovation and creative partnerships. Last but certainly not least, this amendment will encourage local neighborhood retail and services distributed through the city. (Framework Goals 15 & 16)

Include any data, research, or reasonings that supports the proposed amendment.

<http://urbanshoreline.org/>

Signature - An amendment application can not be accepted unless the signature block below has been completed. The applicant certifies that all of the aforementioned statements in this application, any exhibits and/or maps transmitted herewith are true and the applicant acknowledges that any amendment granted based on this application may be revoked if any such statement is false.

Application Signature



Date

Nov 22, 2019

PROPOSED AMENDMENTS WITHOUT THE REQUIRED APPLICATION INFORMATION MAY BE REJECTED OR RETURNED FOR ADDITIONAL INFORMATION.

To be submitted by Kevin Atkinson

Comprehensive Plan General Amendment Application

<http://www.shorelinewa.gov/home/showdocument?id=2992>

Proposed General Amendment

Within the City's commercial areas and near the light rail stations, mixing of land uses is encouraged to bring shops, services and offices in close proximity to residential uses. The purpose is to permit those uses which are intended to provide goods and services for the everyday needs of the immediate neighborhood area rather than serve the broader nearby communities, and which generally conform to the comprehensive plan of the city.

Multifamily residential uses are permitted, provided the multifamily residential use is part of a mixed-use building or is on property that has commercial uses. Multifamily residential development without commercial uses on the property shall not be permitted. Excluding parking facilities, residential uses are limited to 20% of the street-level, street-facing facade.

Reference Element of the Shoreline Comprehensive Plan (required) and page number (if applicable) - (e.g. Land Use, Transportation, Capital Facilities, Housing, etc.)

Element 1 – Land Use Goals

<http://www.shorelinewa.gov/home/showdocument?id=12641>

Goal LU I: Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods.

Goal LU II: Establish land use patterns that promote walking, biking and using transit to access goods, services, education, employment, recreation.

Goal LU III: Create plans and strategies that implement the City's Vision 2029 and Light Rail Station Area Planning Framework Goals for transit supportive development to occur within a ½ mile radius of future light rail stations.

Goal LU V: Enhance the character, quality, and function of existing residential neighborhoods while accommodating anticipated growth.

Goal LU VI: Encourage pedestrian-scale design in commercial and mixed-use areas.

To be submitted by Kevin Atkinson

Goal LU VII: Plan for commercial areas that serve the community, are attractive, and have long-term economic vitality.

Element 1 – Residential Land Use

LU7: Promote small-scale commercial activity areas within neighborhoods that encourage walkability, and provide opportunities for employment and “third places”.

Element 1 – Mixed Use and Commercial Land Use

LU9: The Mixed-Use 1 (MU1) designation encourages the development of walkable places with architectural interest **that integrate a wide variety of retail, office, and service uses**, along with form-based maximum density residential uses. Transition to adjacent single-family neighborhoods may be accomplished through appropriate design solutions. Limited manufacturing uses may be permitted under certain conditions.

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.

LU11: The Station Area 1 (SA1) designation encourages Transit Oriented Development (TOD) in close proximity of the future light rail stations at I-5 and 185th Street and I-5 and 145th Street. The SA1 designation is intended to support high density residential, **a mix of uses, reduced parking standards, public amenities, commercial and office uses that support the stations and residents of the light rail station areas**. The MUR-70' Zone is considered conforming to this designation.

LU12: The Station Area 2 (SA2) designation encourages Transit Oriented Development (TOD) in areas surrounding the future light rail stations at I-5 and 185th Street and I-5 and 145th Street. The SA2 designation is intended to provide a transition from the SA1 designation and encourages the development of higher density residential along arterials in the subarea, **neighborhood commercial uses**, reduced parking standards, increased housing choices, and transitions to lower density single family homes. The MUR-45' Zone is considered conforming to this designation.

LU13: The Station Area 3 (SA3) designation encourages Transit Oriented Development (TOD) in area surrounding the future light rail stations at I-5 and 185th and I-5 and 145th. The SA3 designation is intended to provide a transition from the SA1 and SA2 designation and transitions to lower density designations and encourages the development of medium density residential uses, **some neighborhood commercial uses**, increased housing choices, and transitions to low density single-family homes. The MUR-35' Zone is considered conforming to this designation.

LU14: The Town Center designation applies to the area along the Aurora corridor between N 170th Street and N 188th Street and between Stone Avenue N and Linden Avenue N, and provides for **a mix of uses, including retail, service, office**, and residential with greater densities.

To be submitted by Kevin Atkinson

Support for the Amendment

Explain the need for the amendment. Why is it being proposed?

The amendment was inspired by a deep frustration with seeing the continual redevelopment of the historical North City Business District exclude commercial space.

The amendment was designed and drafted after comparative study of other municipalities in Puget Sound. The research revealed that nearly every other city in Puget Sound fosters its business districts by **requiring** mixed-use development in commercial zones whereas Shoreline does not. The language of the amendment is a composite of land use policy language from other cities in Puget Sound.

The city of Shoreline has abundant vision documents, subarea plans, and framework goals; The deficiency is entirely within the land use code itself. The amendment is being proposed to protect historical commercial space and to ensure transit-oriented development near light rail stations.

How does the amendment address changing circumstances or values in Shoreline?

The amendment is entirely consistent with the values set forth in the Framework Goals of the Comprehensive Plan. In fact, the intention of the amendment is to bring Shoreline land use code into compliance with the values outlined within the Framework Goals.

Describe how the amendment is consistent with the current Shoreline Comprehensive Plan.

The amendment is consistent with the following statutory goals identified in the Growth Management Act (GMA). (Pg.2 Comprehensive Plan, City of Shoreline)

- Guide urban growth to areas where urban services can be adequately provided;
- Encourage economic development throughout the state;
- Encourage the participation of citizens in the planning process;

Furthermore, the amendment is consistent with several Framework Goals in the Shoreline Comprehensive Plan. (Pg.6 Comprehensive Plan, City of Shoreline)

FG4: Provide a variety of gathering places, parks, and recreational opportunities for all ages and expand them to be consistent with population changes.

FG9: Promote quality building, functionality, and walkability through good design and development that is compatible with the surrounding area.

To be submitted by Kevin Atkinson

FG10: Respect neighborhood character and engage the community in decisions that affect them.

FG14: Designate specific areas for high-density development, especially along major transportation corridors.

FG15: Create a business-friendly environment that supports small and local businesses, attracts large businesses to serve the community, expands our jobs and tax base, and encourages innovation and creative partnerships.

FG16: Encourage local neighborhood retail and services distributed throughout the city

How will this amendment benefit the citizens of Shoreline?

This amendment will benefit the citizens of Shoreline by providing a variety of gathering places and recreational opportunities for all ages. It will promote quality, functionality, and walkability through good design and development that is compatible with the surrounding area. The neighborhood character of commercial and gathering spaces will be respected rather than converted into secured residential buildings. (Framework Goals 4, 9, & 10)

The amendment will benefit the citizens of shoreline by creating a business-friendly environment that supports small and local businesses, attracts large businesses to serve the community, expands our jobs and tax base, and encourages innovation and creative partnerships. Last but certainly not least, this amendment will encourage local neighborhood retail and services distributed through the city. (Framework Goals 15 & 16)

Include any data, research, or reasonings that supports the proposed amendment.

<http://urbanshoreline.org/>

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Evaluating Undergrounding Overhead Utilities for a Variety of Capital Projects and Confirmation of Potential Undergrounding on All or a Portion of the 145 th Street Corridor Improvement Project Between Aurora Avenue and Interstate-5
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer Randy Witt, Public Works Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City of Shoreline is implementing improvements to support the goals identified in the 145th Street Multimodal Corridor Study. In June 2017, the City contracted with CH2M Hill (now Jacobs Engineering Group (Jacobs)) for design to 30 percent and environmental services of the corridor improvements. In November 2019, the City amended the agreement with Jacobs to proceed with design to the 60 percent point and move into the right-of-way support on 145th Street between Meridian Ave. and I-5. This design effort is nearing the 30 percent completion milestone and preparing to move into design of the 60 percent plans.

After completion of the 60 percent design, the City is proposing to move into final design, acquisition of right of way, and construction between Meridian Avenue and I-5 first in order to provide a smooth transition to the planned interchange improvements. These improvements will likely be phased with Phase 1 between 1st Avenue and I-5, and Phase 2 between Meridian Avenue and 1st Avenue. Funding for construction of Phase 1 is available, while limited funding for Phase 2 right of way acquisition and construction may be available.

In finaling the 30 percent design, a decision on whether to underground the existing overhead utilities will inform the scope, schedule, and cost of the improvements prior to proceeding to the 60 percent design work. No decision on undergrounding on this project has been made.

The City does not have a process to evaluate if undergrounding existing overhead power and communication utilities should be implemented as part of a City capital improvement project pursuant to the Shoreline Comprehensive Plan (Comp. Plan) and the Shoreline Municipal Code (SMC or City Code). This staff report proposes criteria for consideration in evaluating undergrounding on Capital Improvement Plan (CIP) projects and then applies the criteria to this 145th Street project. The criteria can be used in the

evaluation of undergrounding on future City CIP projects such as 175th Street, 185th Street, and the new sidewalk projects.

The format of this staff report is to provide information on the relevant sections of the City's Comprehensive Plan, City Code and the Seattle City Light (SCL) franchise, discuss possible criteria for designating projects to include undergrounding overhead utilities in the project scope, and the application of the draft criteria to 145th Street between Aurora Avenue and I-5

Staff is seeking City Council input on the proposed criteria for evaluating CIP projects for undergrounding and on whether to underground all or a portion of the existing overhead utilities on the 145th Street corridor.

RESOURCE/FINANCIAL IMPACT:

The City has received a FHWA Surface Transportation Program grant for \$4,235,000 and will use \$660,960 from the Roads Capital fund for design and environmental services on the entire 145th Street corridor.

After final design on the corridor is complete, the focus will be on right of way acquisition and construction from Meridian Avenue to I-5. Phase 1, from 1st Avenue to I-5 has an estimated cost of \$22 million and revenue of \$22 million allocated from the Connecting Washington funds. The Connecting Washington funding is currently on hold by the State as they assess the impacts of I-976 (this may change after publication of this Staff Report). Phase 2 from Meridian Avenue to 1st Avenue may have limited funding depending on remaining funding from Phase 1, the remainder of the corridor from Aurora Avenue to Meridian Avenue has no revenue allocated to right of way acquisition and construction.

Undergrounding costs from Meridian Avenue to I-5 (Phases 1 and 2) have been estimated at \$2.9 million. However, the City cannot use the Undergrounding Agreement discussed in the City's franchise agreement with Seattle City Light as 145th Street is outside the franchise area, and funding to perform this work is generally not eligible under transportation grant funding requirements. The City may wish to underground only the overhead telecommunications and cable utilities that are on the south (Shoreline) side of the street. Funding all or part of the undergrounding of overhead utilities as part of the 145th corridor project will require City funds.

RECOMMENDATION

No action is required tonight; this item is for discussion purposes only. Staff is specifically looking for input and direction on criterion that can be used in evaluating undergrounding of overhead utilities for a variety of capital projects, and confirmation on potentially undergrounding all or a portion of the 145th Corridor Project.

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

BACKGROUND

In 2016, the City completed the 145th Street Multimodal Corridor Study which identified needed improvements along SR-523 (145th Street). The recommended improvements from the Corridor Study between Aurora Avenue and Interstate 5 are needed to improve traffic operations, safety, pedestrian and bicycle mobility along the corridor and to the proposed Sound Transit Shoreline South/145th Light Rail Station.

On June 5, 2017, the City Council authorized the City Manager to enter into a contract with CH2MHill (now Jacobs Engineering Group) for the 30 percent design and environmental services for the 145th Corridor 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/2017/staffreport060517-7b.pdf>).

On November 18, 2019 the City Council authorized the City Manager to enter into a contract amendment with Jacobs Engineering Group to proceed with 60 percent design and move into the right-of-way support phase of the 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/Agendas/Agendas2019/111819.htm>.

Prior to completing the 30 percent design, a decision on whether to underground the existing overhead utilities is needed to inform the final scope, schedule, and cost of the improvements. No decision on undergrounding on this project has been made although in developing 30 percent design undergrounding has been included between Meridian Avenue and I-5 in order to coordinate the impacts and identify costs and other issues.

Implementation of the project will be phased. Staff is proposing to move into final design, acquisition of right of way, and construction between Meridian Avenue and I-5 first in order to provide a smooth transition to the planned interchange improvements. These improvements will likely be phased with Phase 1 between 1st Avenue and I-5, and Phase 2 between Meridian Avenue and 1st Avenue. Phasing for the segment from Aurora Avenue to Meridian Avenue will be developed in the future.

DISCUSSION

Undergrounding Overhead Utilities

Introduction

The City has policy supporting undergrounding of overhead power and communications utilities on City projects in the Comprehensive Plan (Comp. Plan), City Code, and the Seattle City Light (SCL) franchise agreement. The Comp. Plan calls for the City to “promote the undergrounding of new and existing electric distribution lines... as streets are improved and/or areas are redeveloped...” and the City code specifies that City Council “...designates for undergrounding a capital improvement or public works project...”. Neither document provides guidance or criteria for making that decision.

The City included undergrounding on the Aurora Avenue and 15th Avenue (in North City) road improvement projects. The following table shows the residential surcharge rate, cumulative surcharge rate, surcharge sunset date and average monthly residential charge for each city undergrounding project. The estimated average monthly charge uses the Shoreline residential electricity consumption average of 806 kWh/month (SCL 2019 data).

Table 1 – Current Undergrounding Surcharges

Project	Surcharge (\$/KWH)	Ave Monthly Residential Charge	Sunset Date	Cumulative Surcharge after Sunset	Ave. Cumulative Monthly Residential Charge
Total	\$ 0.0069	\$ 5.56	N/A	\$ 0.0069	\$ 5.56
North City	\$ 0.0007	\$ 0.56	Dec-32	\$ 0.0062	\$ 5.00
Aurora Ph 1	\$ 0.0017	\$ 1.37	May-33	\$ 0.0045	\$ 3.63
Aurora Ph 2	\$ 0.0018	\$ 1.45	Dec-37	\$ 0.0027	\$ 2.18
Aurora 3A	\$ 0.0005	\$ 0.40	Jul-40	\$ 0.0022	\$ 1.77
Aurora 3B	\$ 0.0022	\$ 1.77	Dec-41	\$ -	\$ -

Note – The Estimated Average Cumulative Monthly surcharge is the amount after the project rolls off (e.g. in Dec 2032 the surcharge drops from \$5.52 to \$5.00, then drops to \$3.63 in May 2033).

No process for evaluating whether to include undergrounding on a project was formalized on these earlier projects. The City has several upcoming projects which will require that this decision to be made, notably projects on 145th Street, 175th Street, 185th Street and the new sidewalks.

The format of this staff report is to provide information on the relevant sections of the City's Comprehensive Plan, City Code and the Seattle City Light (SCL) franchise, discuss possible criteria for designating projects to include undergrounding overhead utilities in the project scope, and the application of the draft criteria to 145th Street between Aurora Avenue and I-5.

Comprehensive Plan, Shoreline Municipal Code and Utility Franchise Agreements

Shoreline Comprehensive Plan

The Comp. Plan is a 20-year plan that articulates the community's vision and reflects community values. The goals and policies included in the Plan provide a basis for the City's regulations and guide future decision making. The Plan can be found at:

<http://www.shorelinewa.gov/government/departments/planning-community-development/city-plans/comprehensive-plan-and-master-plans/comprehensive-plan>

Section 9 of the Comp. Plan addresses utilities, including electricity and telecommunications (page 83). In the Utilities Element Goals and Policies, the following policies are relevant to this paper:

Electricity

U12. Promote the undergrounding of new and existing electric distribution lines, where physically and financially feasible, as streets are improved and/or areas are redeveloped, based on coordination with local utilities.

Telecommunications

U14. Promote the undergrounding of telecommunication lines in coordination with the undergrounding of other utilities and capital facility systems.

Shoreline Municipal Code

SMC 13.20 regulates electrical and communication facilities, including undergrounding of overhead utilities. That code can be found at:

<https://www.codepublishing.com/WA/Shoreline/#!/Shoreline13/Shoreline1320.html#13.20>.

The following policy statement is a portion of SMC 13.20.010:

It is the policy of the city to require compliance with the following orderly program pertaining to the relocation of all overhead wires including, but not limited to, telephone, fiber optic, cable television, and electrical power, and to require the underground installation of all electrical and communication facilities when the city engages in a capital improvement or public works project which will facilitate undergrounding or an entity instigates a joint trenching program, or in areas where no overhead wires exist, with certain exceptions noted hereinafter.

SMC 13.20.040.C. exempts electrical carrying facilities of a voltage over 35-kV.

SMC 13.20.050 designates that undergrounding will occur when (portion relevant to this issue):

- A. The city council designates for undergrounding a capital improvement or public works project, including sidewalk projects and roadway projects, which will disturb existing facilities or will facilitate the installation of a trench for underground facilities.

Seattle City Light Franchise

The Seattle City Light (SCL) franchise with the City was approved by passage of Ordinance 686 with an effective date of August 1, 2014. The full ordinance and franchise can be found at: <http://www.shorelinewa.gov/government/departments/city-clerk-s-office/agreements-and-contracts/utility-franchise-agreements-document-library/-folder-3544>. Undergrounding of overhead utilities is discussed in Section 7 - Relocation and Undergrounding of System Facilities. The following is excerpted from Section 7.9 and describes SCL's general approach on cost sharing policy statement.

7.9. Except as may be provided for in a separate Undergrounding agreement between the City and SCL, the full actual costs of the Undergrounding design and construction shall be borne by SCL's customers in the City and recovered through an increment to SCL's electric service rates to its customers within the

City's boundaries as a separate line item on the City's ratepayers bills, less the estimated SCL costs if the Public Project were to be Relocated overhead. This increment will be sufficient to reimburse SCL for all costs SCL incurs to complete construction of the underground project including but not limited to the costs for the Underground Civil Infrastructure, the Underground Electrical System, and Primary Project Costs solely attributable to the Undergrounding of the electric utility, plus interest to SCL in accordance with SCL's debt service and term for financing these costs...(emphasis added)

7.9.2. The City or private property owners shall be responsible for providing the underground Private Property Infrastructure, subject to review and approval by SCL, that is needed to provide electrical service from the public Right-of-way to the designated service point on the private property as specified in Shoreline Municipal Code 13.20.140 as amended.

The undergrounding costs recovered through an increment to SCL's electric service rates shows as an itemized charge on Shoreline resident's bill (an example is in Attachment A).

Note that the franchise does not include City costs for administration and coordination of undergrounding into a city project or construction elements of the undergrounding that SCL does not cover that are then funded and/or built by the City.

Telecommunications Providers

State law protects telecommunication service providers (i.e., telephone companies such as Qwest and Verizon) from paying the full cost of undergrounding. For telecommunications utilities, the City must pay for any incremental cost above and beyond the cost for relocating the existing overhead facilities. However, final cost sharing arrangements can be negotiated.

Other Overhead Utilities

Other overhead utilities (such as Comcast and Frontier) have followed SCL when they begin a project to convert their facilities from overhead to underground because they lease space from SCL to use the pole (which is removed in the undergrounding process). However, final cost sharing arrangements are negotiated.

Evaluation Criteria

To assist staff and the City Council in considering whether a project should include undergrounding overhead utilities, a criteria-based process is recommended. The suggested criteria focus is on consistency with city code, cost to the City and ratepayers, sufficient project size to support including undergrounding, support of planned or existing land use and impacts/risks to the City project. The suggested evaluation criteria are discussed further below.

1. Does the project meet requirements City Code?

- a. Is there an associated capital improvement or public work project that will disturb existing facilities or will facilitate the installation of a trench for underground facilities?

A response of YES is necessary to proceed with the undergrounding.

- b. Are there are electrical carrying facilities over 35kV?

A response of NO is necessary to proceed with the undergrounding.

2. Is the project eligible for use of the SCL franchise undergrounding section?

Consideration regarding eligibility should include if the project is in the SCL service area and within city limits. Roadways at the north and south limits of the City may have a City CIP project where work is not in the City limits and may not be eligible for use of the SCL franchise undergrounding section. If the project is not eligible for use of the SCL franchise undergrounding section and funding to perform this work is not available from grants or other sources, the cost to underground would have to come from City funds.

A response of NO provides no, or limited, support for Council consideration to proceed with the undergrounding depending on other funding opportunities.

A response of YES provides support for Council consideration to proceed with the undergrounding.

3. Is the project of sufficient size to warrant undergrounding?

- a. Does the project have sufficient length to consider undergrounding?

Threshold minimum length may be one block or 500 feet following Section 13.020.120 on joint trenches uses 500 feet.

A suggested criterion is a minimum project length be the greater of one block or 500 feet would provide support for Council consideration to proceed with the undergrounding.

- b. Is the project of sufficient size represented by estimated construction cost without undergrounding to include this work? This is intended to avoid a situation where a modest \$250,000 capital project could add \$1.5 million in undergrounding work.

A suggested criterion is a minimum project size represented by estimated construction cost prior to undergrounding be \$1.5 million would provide support for Council consideration to proceed with the undergrounding.

4. What is the estimated cost to Shoreline residents to underground the overhead utilities?

Consideration of the estimated cost to underground an individual or group of projects should be performed. This focuses on the estimated amount added to SCL ratepayers' bill.

A threshold cost level has not been established for either a surcharge amount expressed either as a surcharge rate for a project, a cumulative rate for all projects, a or as an estimated monthly amount for either a project or a cumulative amount for all projects based on average shoreline residential consumption for a project.

- a. Will this undergrounding project add project surcharge less than \$0.XXX/KWh or a corresponding estimated average monthly charge of less than \$XXX to the average Shoreline residential SCL bill?

A suggested criterion is a response of YES (on a threshold amount) provides strong support for Council consideration to proceed with the undergrounding.

A suggested threshold amount is an average monthly surcharge of \$1.00 for the average Shoreline residential SCL bill.

- b. Will this undergrounding project have a combined total of the undergrounding projects surcharges of less than a rate of \$0.XXX/KWh or a corresponding estimated average monthly charge of \$XXX to the average Shoreline residential SCL bill?

A suggested criterion is a response of YES (on a threshold amount) provides strong support for Council consideration to proceed with the undergrounding.

A suggested threshold amount is a total average monthly surcharge of \$10.00 for the average Shoreline residential SCL bill.

5. Does undergrounding support redevelopment?

Consideration of the support for redevelopment can include

- a. Is the project area within or adjacent to a high-density zone? Should preference go to higher density areas, where the city is encouraging redevelopment?

A suggested criterion is that projects in/adjacent to

- MUR70, CB, MB and TC zones provide "strong" support for consideration in discussion by the Council.*
- MUR45 and MUR35 zones provide "medium" support for consideration in discussion by the Council.*

- *R and other zones provide “low” support for consideration in discussion by the Council.*

b. Is the project on an arterial? Preference could go to higher classification streets where more people travel. Briefly, the street classifications from the City TMP are:

- Principal arterial (Examples: Aurora Avenue, NE 175th Street and 15th Avenue NE)
- Minor Arterial (Examples: Meridian Avenue N, N/NE 185th Street and NW Richmond Beach Road)
- Collector arterials (Examples: Greenwood Avenue N, Fremont Avenue N and NW Innis Arden Way)
- Local Streets.

A suggested criterion is that a project on

- *Principal arterials receive a “high” ranking of support in Council consideration to proceed with the undergrounding*
- *Minor arterials receive a “medium” ranking of support in Council consideration to proceed with the undergrounding*
- *Collector arterial or local streets receive a “low” ranking of support in Council consideration to proceed with the undergrounding.*

c. Does undergrounding facilitate structures closer to the property line? (avoiding a setback for overhead power lines) where no setbacks are desired. SMC Section 20.50.020 identifies where no setback is desired, notably (with exceptions) along the front of properties along arterials in the MUR 70, 45 and 35 zones and in the commercial zones.

A suggested criterion is a response of YES provides support for Council consideration to proceed with the undergrounding

d. Will it support a needed upgrade of the existing electrical system? An example is that in some areas the existing overhead power lines carry two phase power that may hinder redevelopment and undergrounding may facilitate an upgrade to three phase power.

A suggested criterion is a response of YES provides support for Council consideration to proceed with the undergrounding

(It is worth noting is that it is difficult, perhaps even not feasible, to achieve undergrounding in an area through re-development one parcel at a time.)

6. Are there other reasons that support, or preclude undergrounding on a project?

Consideration of other reasons may include:

- a. Can the project schedule accommodate undergrounding? This criterion is to avoid a decision to underground that could put other project requirements at risk (examples: firm opening date commitment or grant

obligation requirements). Design and coordination of undergrounding also takes extensive time that could exceed the other elements needed for the design.

A suggested criterion is a response of YES provides support for Council consideration to proceed with the undergrounding.

- b. Is the project adjacent to roadways with no overhead utilities? If so, undergrounding would create a larger area without overhead utilities.

A suggested criterion is a response of YES provides support for Council consideration to proceed with the undergrounding.

- c. Does undergrounding this project provide an opportunity to coordinate design and construction with other utility upgrades? An opportunity to coordinate design and construction of could reduce overall project costs and disruption during construction.

A suggested criterion is a response of YES provides support for Council consideration to proceed with the undergrounding.

- d. Other items to consider?
List any items.

Street Lighting

Although not a criterion, street lighting may be affected by a decision on undergrounding. If the overhead utilities on a street are undergrounded, the power poles that the streetlights are affixed to will be removed and standalone street lighting standards will need to be included into the project. If the overhead utilities on a street are not undergrounded the existing streetlights can remain in service or standalone street lighting standards can be provided where needed.

Application of Criteria to 145th Street – Aurora Avenue to I-5

Staff has applied the criteria discussed above to the 145th Street corridor project. Although this project is not a customary project on a city street entirely within the city limits, application of the criteria is useful to assist in evaluating the criteria and determine whether to underground all or a portion of 145th Street.

This project has several unique features to consider in weighing undergrounding overhead utilities. The City is currently designing the entire corridor, though the initial project phase proposed to be built is between 1st Avenue and I-5. Although the City is leading the project design and construction, it is not within the City limits. The south Shoreline City limit is generally at the back of north sidewalk which means the existing power poles are not within the Shoreline City limits. The electrical power lines are on south side of the street with Seattle while the telecommunications, cable, and other lines are on the north side of the street adjacent to Shoreline but within Seattle. The design focuses improvements and widening on the north side of the street except at the intersections where signal operations and improved ADA access improvements are

needed on the south side of the street. Seattle has not expressed an interest in providing corridor improvements, including undergrounding overhead utilities, within the Seattle City limits.

The current estimated cost of undergrounding electrical power and other overhead utilities from Meridian Avenue to I-5 is \$2.9 million. Undergrounding the telecommunications and cable utilities is estimated at \$1.2 million. Phase 1 from 1st Avenue to I-5 has funding using most of all of the available Connect Washington funds and is anticipated to be constructed in advance of opening the Shoreline South/145th Street Station. The estimated construction cost includes undergrounding costs. However, most underground costs are not eligible for reimbursement from Connecting Washington or other grant funds. As the project is outside the City limits, use of the City SCL Franchise Undergrounding agreement is not available to the City. Undergrounding the overhead electrical power would have to be done at city expense and with agreement by SCL to perform the work. Phase 2 and future phases are not fully funded.

For consideration of undergrounding, the project area has been divided into segments that match the adjoining Shoreline land use and best align with the criteria. The segments are West Gateway (Aurora Avenue to Stone Way), West Interior (Stone Way to Meridian Avenue) and East Interior (Meridian Avenue to 1st Avenue) and the West Gateway (1st Avenue to I-5). Also shown with each land use segment is the associated construction phase. These segments are shown in Figure 1.

Figure 1 – 145th Street Segments



Using the criteria discussed above on these segments of the project, Table 2 below summarizes the information. The criterion is not weighted, it is a starting point for discussion. The coloring in the table provides a visual cue to help show where response the criterion supports or does not support moving forward with undergrounding. Green is strong support, yellow is medium support and red is low or no support.

Takeaways from the application of the criterion and the project features are:

- The project meets City requirements for undergrounding.
- The project is not eligible to use the City's SCL franchise undergrounding section. The City would have to use city funds to perform this work.
- As the electrical power lines are on the south side of the street, undergrounding overhead power does not support the Shoreline property development.
- Undergrounding the telecommunications and cable utilities on the north side of the street facilitate better use of the sidewalk and amenity zones. Costs associated with this work are less, opportunity for cost sharing may exist.
- Undergrounding the East Gateway and West Gateway segments receive the strongest support for undergrounding.
- Undergrounding the East Interior from Meridian Avenue to 1st Avenue receives medium support for undergrounding.

Recommendation on Undergrounding of 145th Street

Staff does not recommend undergrounding the overhead electrical power along 145th Street, which is on the south (Seattle) side of the street. However, staff does recommend undergrounding the overhead telecommunications, cable, and other utilities in Phase 1 and Phase 2 (Meridian Avenue to I-5) if negotiations with utilities and property owners reduce city costs.

Recommendation on Evaluation Criteria

Staff recommends using the evaluation criteria discussed above where the City Council considers the designation for undergrounding of a capital improvement or public works project per SMC 13.20.

Table 2 – Proposed Undergrounding Criteria Applied to 145th Street

Undergrounding Criterion 145 th Street Aurora Avenue to I-5	Future West Gateway Aurora to Stone	Future West Interior Corridor Stone to Meridian	Phase 2 East Interior Corridor Meridian to 1 st	Phase 1 East Gateway 1 st to I-5
1. Meet City Code?				
a. Is there an associated capital project?	Y	Y	Y	Y
b. Electrical carrying facilities over 35kV?	N	N	N	N
2. Eligible for use of SCL UG Agreement?	N	N	N	N
3. Sufficient size				
a. Length greater than 500' or one block?	Y	Y	Y	Y
b. Est. cost over \$1.5M?	Y	Y	Y	Y
4. Est. surcharge cost to Shoreline residents				
a. Project surcharge less than \$1.00/mo.?	N/A	N/A	N/A	N/A
b. Cumulative surcharge less than \$10.00/mo.?	N/A	N/A	N/A	N/A
5. Support redevelopment				
a. Within or adjacent to a high-density zoning?	H	L	M	H
b. Is the project on a principal or minor arterial?	Principal	Principal	Principal	Principal
c. Facilitate structures closer to the property line?	N	N	N	N
d. Will it support needed electrical system upgrades	N	N	N	N
6. Other reasons the support or preclude undergrounding?				
a. Can the schedule accommodate undergrounding	Y	Y	Y	Y
b. Adjacent to roadways with no overhead utilities?	N	N	N	N
c. Coordinate with other utility upgrades?	N	N	Y	Y
d. Other items?	None	None	None	None

Example Application of Criteria to 145th Street

As mentioned earlier, using the SCL Franchise Agreement for undergrounding on 145th Street is not available to the City because the overhead electrical lines are outside the Shoreline City boundary. However, as an example of undergrounding cost and how they may apply within the criteria, the surcharges have been calculated for undergrounding the overhead utilities on 145th street from Meridian Avenue to I-5. The additional surcharges for an undergrounding cost of \$2.9 million are shown on Table 3 below (this is a modification of Table 1).

This reference is provided as background to inform the discussion on the criteria and how information may be provided on future undergrounding decisions.

Table 3 – Current Undergrounding Surcharges with 145th Street (Meridian Ave to I-5)

Project	Surcharge (\$/KWH)	Ave Monthly Residential Charge	Sunset Date	Estimated Cumulative Surcharge after Sunset	Est. Ave. Cumulative Monthly Residential Charge	Estimated Cumulative Surcharge after Sunset (w/145th)	Est. Ave. Cumulative Monthly Residential Charge (w/145th)
Total	\$ 0.0069	\$ 5.56	N/A	\$ 0.0069	\$ 5.56	\$ 0.0075	\$ 6.02
North City	\$ 0.0007	\$ 0.56	Dec-32	\$ 0.0062	\$ 5.00	\$ 0.0068	\$ 5.46
Aurora Ph 1	\$ 0.0017	\$ 1.37	May-33	\$ 0.0045	\$ 3.63	\$ 0.0051	\$ 4.09
Aurora Ph 2	\$ 0.0018	\$ 1.45	Dec-37	\$ 0.0027	\$ 2.18	\$ 0.0033	\$ 2.64
Aurora 3A	\$ 0.0005	\$ 0.40	Jul-40	\$ 0.0022	\$ 1.77	\$ 0.0028	\$ 2.24
Aurora 3B	\$ 0.0022	\$ 1.77	Dec-41	\$ -	\$ -	\$ 0.0006	\$ 0.46
145th Ph 1	\$ 0.0006	\$ 0.46	Dec-45	N/A		\$ -	\$ -

Note – The Estimated Average Cumulative Monthly surcharge is the amount after the project rolls off (e.g. with 145th Street included, in Dec 2032 the surcharge drops from \$6.02 to \$5.46, then drops to \$4.09 in May 2033).

COUNCIL GOALS ADDRESSED

This project addresses the following City Council Goals:

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

RESOURCE/FINANCIAL IMPACT

The City has received a FHWA Surface Transportation Program grant for \$4,235,000 and will use \$660,960 from the Roads Capital fund for design and environmental services on the entire 145th Street corridor.

After final design on the corridor is complete, the focus will be on right of way acquisition and construction from Meridian Avenue to I-5. Phase 1, from 1st Avenue to I-5 has an estimated cost of \$22 million and revenue of \$22 million allocated from the Connecting Washington funds. The Connecting Washington funding is currently on hold by the State as they assess the impacts of I-976 (this may change after publication of this Staff Report). Phase 2 from Meridian Avenue to 1st Avenue may have limited funding

depending on remaining funding from Phase 1, the remainder of the corridor from Aurora Avenue to Meridian Avenue has no revenue allocated to right of way acquisition and construction.

Undergrounding costs from Meridian Avenue to I-5 (Phases 1 and 2) have been estimated at \$2.9 million. However, the City cannot use the use the Undergrounding Agreement discussed in the City's franchise agreement with Seattle City Light as 145th Street is outside the franchise area, and funding to perform this work is generally not eligible under transportation grant funding requirements. Funding all or part of the undergrounding of overhead as part of the 145th corridor project will require City funds.

RECOMMENDATION

No action is required tonight; this item is for discussion purposes only. Staff is specifically looking for input and direction on criterion that can be used in evaluating undergrounding of overhead utilities for a variety of capital projects, and confirmation on potentially undergrounding all or a portion of the 145th Corridor Project.

ATTACHMENTS

Attachment A – Example Seattle City Light Billing with Undergrounding Charges

Attachment A – Example Shoreline SCL bill

Seattle City Light Bill

107255

Pay your bill online at www.seattle.gov/paylightbill

Questions? Visit us on the web at www.seattle.gov/light

Or call 206-684-3000 or 1-800-952-1181 (out of area calls only)

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Summary of charges as of October 14, 2019

Payments received after October 14, 2019 are not reflected.

Previous balance:	249.46
September 05, 2019 Payment - THANK YOU:	249.46 CR
Balance:	0.00
Current billing:	277.92
TOTAL AMOUNT DUE ON November 04, 2019	\$277.92

- DETAILED BILLING INFORMATION

Electric Service

Service From	Service Through	Previous Reading	Current Reading	KWh Multiplier	KWh Usage
Aug 14, 2019	Oct 14, 2019	24535.00	26537.00	1	2002.00
Meter Number: 2175780		Service Category: KWH			
Base Service Charge.....					9.03
Summer Residential Energy		470.00 KWH x \$0.0966 per KWH			45.40
Summer Residential Energy		1072.52 KWH x \$0.1417 per KWH			151.98
*North City Underground		1542.52 KWH x \$0.0007 per KWH			1.08
*Aurora Ph 1 Underground		1542.52 KWH x \$0.0017 per KWH			2.62
*Aurora Ph 2 Underground		1542.52 KWH x \$0.0018 per KWH			2.78
*Aurora 3A Underground		1542.52 KWH x \$0.0005 per KWH			0.77
*Aurora 3B Underground		1542.52 KWH x \$0.0022 per KWH			3.39
Base Service Charge.....					2.69
Winter Residential Energy		224.00 KWH x \$0.0966 per KWH			21.64
Winter Residential Energy		235.48 KWH x \$0.1417 per KWH			33.37
*North City Underground		459.48 KWH x \$0.0007 per KWH			0.32
*Aurora Ph 1 Underground		459.48 KWH x \$0.0017 per KWH			0.78
*Aurora Ph 2 Underground		459.48 KWH x \$0.0018 per KWH			0.83
*Aurora 3A Underground		459.48 KWH x \$0.0005 per KWH			0.23

Seattle City Light Bill

Statement date: October 14, 2019

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DETAILED BILLING INFORMATION *(continued from page 1)*

Electric Service

*Aurora 3B Underground	459.48 KWH x \$0.0022 per KWH	1.01
	Current Electric Service:	277.92

* Capital project(s) approved by the City of Shoreline

CURRENT BILLING:	277.92
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