



REVISED AGENDA V.2

STAFF PRESENTATIONS

PUBLIC COMMENT

SHORELINE CITY COUNCIL VIRTUAL/ELECTRONIC REGULAR MEETING

Monday, June 15, 2020
7:00 p.m.

Held Remotely on Zoom
<https://zoom.us/j/95015006341>

In an effort to curtail the spread of the COVID-19 virus, the City Council meeting will take place online using the Zoom platform and the public will not be allowed to attend in-person. You may watch a live feed of the meeting online; join the meeting via Zoom Webinar; or listen to the meeting over the telephone.

The City Council is providing opportunities for public comment by submitting written comment or calling into the meeting to provide oral public comment. To provide oral public comment you must sign-up by 6:30 p.m. the night of the meeting. Please see the information listed below to access all of these options:



[Click here to watch live streaming video of the Meeting on shorelinewa.gov](#)



Attend the Meeting via Zoom Webinar: <https://zoom.us/j/95015006341>



Call into the Live Meeting: (888) 475-4499 - Webinar ID: 950 1500 6341



[Click Here to Sign-Up to Provide Oral Testimony](#)

Pre-registration is required by 6:30 p.m. the night of the meeting.



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

Written comments will be presented to Council and posted to the website if received by 4:00 p.m. the night of the meeting; otherwise they will be sent and posted the next day.

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00

2. ROLL CALL

3. REPORT OF THE CITY MANAGER

4. COUNCIL REPORTS

5. PUBLIC COMMENT

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 by 6:30 p.m. the night of the meeting via the [Remote Public Comment Sign-in form](#). Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed.

6. APPROVAL OF THE AGENDA

7:20

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|------------|--|--------------|
| 7. | CONSENT CALENDAR | 7:20 |
| | (a) Approving Minutes of Regular Meeting of April 6, 2020 | <u>7a1-1</u> |
| | Approving Minutes of Regular Meeting of April 20, 2020 | <u>7a2-1</u> |
| | (b) Adopting Resolution No. 461 – Approval of the 2020 Shoreline Hazard Mitigation Plan Annex | <u>7b-1</u> |
| | (c) Authorizing the City Manager to Award an Option to Lease the City Owned 198 th Property to Catholic Housing Services of Western Washington for Affordable Housing and Supportive Services | <u>7c-1</u> |
| | (d) Authorizing the City Manager to Execute a Lease Agreement with New Cingular Wireless PCS, LLC for Continued Use of Portions of Hamlin Park for Wireless Transmission Facilities | <u>7d-1</u> |
| 8. | ACTION ITEMS | |
| | (a) Authorizing the City Manager to Execute Agreements for the Purchase of Two Properties Adjacent to Paramount Open Space Park, 14528 10th Ave NE and 14534 10th Ave NE | 7:20 |
| | <ul style="list-style-type: none"> • Staff Presentation • Public Comment • Council Action | |
| 9. | STUDY ITEMS | |
| | (a) Discussing the Sound Transit Lynnwood Link Extension Project Update | 7:35 |
| | (b) Discussing a Potential General Election Bond Measure for Parks Improvements and Acquisition | 8:05 |
| | (c) Discussing Ordinance No. 890 - Amending Shoreline Municipal Code Chapter 2.60 Purchasing | 8:50 |
| 10. | ADJOURNMENT | 9:10 |

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

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, April 6, 2020
7:00 p.m.

Held Remotely via Zoom

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

ABSENT: None.

1. CALL TO ORDER

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

2. ROLL CALL

Upon roll call by the City Clerk, all Councilmembers were present via Zoom videoconference.

Mayor Hall asked for a moment of silence to pay respect for the Shoreline residents who have lost their lives to COVID-19. He recognized the good work being done within the community during this time of sacrifice.

(a) Proclaiming Volunteer Appreciation Week

Mayor Hall announced that he has signed a proclamation declaring the week of April 19-25, 2020 as Volunteer Appreciation Week in Shoreline. He expressed gratitude for all those who volunteer to make the City a better place.

3. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, provided an update on the City's response to the COVID-19 outbreak, including the extension of the Governor's Order to "Stay Home and Stay Healthy" until May 4, 2020. She encouraged people to stay home, limit trips, and observe social distancing guidelines. She reviewed the status of City facilities and events. Ms. Tarry shared resources for information and support during the pandemic and shared information on the City's Community Emergency Response Grant Program.

4. COUNCIL REPORTS

Councilmember McConnell said she and Councilmember McGlashan attended a remote Puget Sound Regional Council meeting that focused on grant application review. She expressed pleasure that two Shoreline projects moved forward in consideration.

Deputy Mayor Scully said he attended a remote meeting for the All Home Board. He said they are wrapping up final tasks before it is turned over to the new governing committee of the Regional Homelessness Authority. He added that they continue to look for people with lived experience to sit on the Board.

Mayor Hall said during a conference call with a group of mayors from the King County area he learned that about one third of participants on the call had already laid off or furloughed staff in response to the financial impacts of COVID-19.

5. PUBLIC COMMENT

Melody Fosmore, Shoreline resident and Chair of Save Shoreline Trees, spoke on behalf of members of the organization, asking that the word ‘significant’ (to describe the trees) be added to Goal 2 of the 2020-2022 City Council Workplan and Goals in order to protect tall conifer trees.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

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

- (a) Adopting Resolution No. 449 Expressing the City’s Support for the King County Cities Climate Collaboration (K4C) Joint Climate Commitments**
- (b) Adopting Ordinance No. 883 Amending the 2019-2020 Biennial Budget to Update the Salary Table to Add a New Position Classification**
- (c) Adopting the 2020-2022 City Council Goals and Work Plan**
- (d) Authorizing the City Manager to Execute a Professional Services Contract with KPFF, Inc in the Amount of \$590,011 for Design of a Sidewalk Project on 5th Avenue NE from NE 175th Street to NE 182nd Street**
- (e) Authorizing the City Manager to Execute a Professional Services Contract with DOWL, LLC in the Amount of \$341,792 for Design of a Sidewalk Project on 1st Avenue NE from NE 192nd Street to NE 195th Street**
- (f) Authorizing the City Manager to Execute an Agreement Between King County, the Shoreline School District, and the City of Shoreline for Use of a Shoreline Park Area as an Assessment Center/Recovery Center for COVID-19**

8. ACTION ITEMS

- (a) Approval of Grant Requests from Sound Generations in the Amount of \$50,000 and from the Center for Human Services in the Amount of \$20,000 from the COVID-19 Community Emergency Response Grant Program

Colleen Kelly, Community Services Manager, delivered the staff presentation. Ms. Kelly stated that the COVID-19 Community Emergency Response Grant Program was established to provide flexible and rapid response to local organizations that provide support to residents in need. She listed the eligibility criteria and shared the status of the applications received to date.

Ms. Kelly began with a review of the application for \$50,000 submitted by Sound Generations on behalf of the Shoreline/Lake Forest Park Senior Center to cover projected lost revenue. She said the Senior Center is striving to continue to provide critical support to seniors and recapped the services being offered.

Ms. Kelly stated that the Center for Human Services (CHS) applied for \$20,000 in general support. She reviewed the services currently being offered and added that they are experiencing lost revenue for fee-based services that have been halted. She mentioned that CHS received \$50,000 in funding from the Seattle Foundation recently and had provided an explanation of need for this request.

Ms. Kelly said staff recommends approval of both requests and added that representatives from both organizations were available for questions.

Mayor Hall opened the public comment period.

Beratta Gomillion, Shoreline resident and CHS Executive Director, told Council that currently the behavioral health needs of Shoreline residents are being responded to remotely. She said CHS has lost a significant amount of revenue because of the inability to offer billable services during the pandemic and thanked the City for being proactive in taking care of the needs of the most vulnerable.

Joanne Donahue, Executive Director of Sound Generations, said she is available should Council have any questions regarding the application.

There was no additional public comment.

Councilmember McGlashan moved approval of grant requests from Sound Generations in the amount of \$50,000 and the Center for Human Services in the amount of \$20,000 from the COVID-19 Community Emergency Response Grant Program. The motion was seconded by Councilmember McConnell.

Councilmember McGlashan said that last week the Council generally agreed that this level of support may be a beginning point. He expressed concern with the information that grant funding for CHS may be used to purchase laptops and cellphones and asked if CHS could provide an

amount for their food and diaper needs. Ms. Gomillion responded she had added the laptops and cellphones to the ask to demonstrate how CHS is attempting to provide telehealth options for residents but could remove them from the list of intended purchases. She added that CHS has a lot of operating expenses that they are unable to meet right now.

Councilmember McGlashan said Sound Generations is helping to assist with the vital need of keep our senior residents home and safe.

Deputy Mayor Scully and Councilmembers Robertson, Chang, and McConnell expressed support for approving the grant funding.

Councilmember Robertson said overall, she is happy to see this money being well vetted and quickly granted by staff. She said social services are very important and offered that she prefers the term 'physical distancing' to 'social distancing' because staying socially connected is critical.

Councilmember Chang recognized the food services the Senior Center is providing while having no income. She asked how the grant money would be spent. Ms. Donohue listed annual funding they receive from the City of Shoreline and King County. She said she is hoping rental revenue generation will resume in June, and the amount requested is to compensate for the revenue lost during the period they have been shut down. She said the grant money would be used for many purposes, a predominant one being staffing.

Councilmember McConnell said she thinks CHS may have greater need than the request indicates and that she would support an amendment to increase the funding. Ms. Kelly said that the established grant fund is not enough to cover all applications under consideration. Councilmember McConnell asked if Council wanted to consider authorizing additional funds in order to meet anticipated needs.

Deputy Mayor Scully said he intends to move to increase the COVID-19 Community Emergency Response Grant Program by \$50,000 since he does not want to hinder the process of granting support to qualifying organizations. Councilmember McConnell agreed with his reasoning.

The motion passed unanimously, 7-0.

Deputy Mayor Scully moved to amend the agenda to add Action Item 8(b) to increase the funding of the Emergency Response Grant Program in the amount of \$50,000 from the General Fund. The motion was seconded by Councilmember McConnell.

Councilmember Roberts said he would have preferred more discussion about this in advance of adding it to the agenda. He offered that while he appreciates the thought behind this, there is no sense of how many applications may be forthcoming, so it might be better to get a bigger picture of the situation before adding this as an agenda item.

Councilmember McConnell responded that the Council has had a week to think about the Emergency Response Fund and she does not want to have to play catch up with meeting funding needs in this unique situation.

Councilmember McGlashan said, if it is added to the agenda, he would propose an amendment to cap the allocation of funds to no more than \$5,000 to any one entity so another big chunk does not come out all at once. Mayor Hall clarified that the current motion was to add the Action Item to the agenda, and discussion on amendments should come if the motion passes.

Councilmember McGlashan expressed support for the motion, stating that the Council was aware the original amount was a starting point.

Mayor Hall said he supports the motion but said he has procedural concerns with adding items with financial impact to the agenda without time to think about it in advance.

The motion passed unanimously, 7-0.

- (b) Increasing the Amount of the Emergency Response Fund in the Amount of \$50,000 from the General Fund

Deputy Mayor Scully moved to add \$50,000 from the General Fund to the Emergency Response Grant Program subject to the rules and procedures of that program. The motion was seconded by Councilmember McConnell.

Deputy Mayor Scully asked Ms. Tarry to comment on whether there are available funds in reserve. She said she is comfortable with the additional allocation for this purpose.

Councilmember Robertson expressed support for the motion, and said it was clear that the original funding level would be a start, and it should not be a surprise that additional funding needs to be considered. She concluded that in recognition of the pending requests, increasing the cap makes sense to her.

Mayor Hall said his only concern is procedural, saying that budget decisions are not usually made on the fly in a meeting.

Councilmember Roberts asked if \$50,000 is enough, recalling previous comments on need and resources. He said he thinks that if Council is going to increase the funding, doing it by an additional \$100,000 makes sense.

Deputy Mayor Scully said he does not know if \$50,000 is enough, either, but his goal is to make sure the City Manager has the ongoing authority to give out the small grants. He said he is trying to draw a line between making sure organizations are not prevented from getting the aid they need while not giving all available money away all at once.

Councilmember Chang said she is comfortable with supporting the \$50,000 but she would like to have a staff report if any larger amounts are being suggested, because consideration of impacts should happen in a comprehensive manner. Councilmember McGlashan agreed, saying he wants to know how the total budget will be affected. He added that he would have preferred some warning that this motion was going to be made tonight.

The motion passed unanimously, 7-0.

- (c) Terminating Temporary Public Health Emergency Order No. 5 of the City Manager for Suspension of the Prohibition on Plastic Retail Carryout Bags During the COVID-19 Public Health Emergency

Autumn Salamack, Environmental Services Coordinator, delivered the staff presentation. Ms. Salamack explained that there was a recent request for a temporary suspension of the plastic bag ban in response to the COVID-19 public health emergency. She said that the request stemmed from concerns that reusable bags could transfer the virus to staff and other customers.

Ms. Salamack reviewed her research on both transmission of the virus via reusable bags for similar actions taken by other communities. She learned that there are no specific studies regarding reusable bags and COVID-19, but that there is evidence the virus could persist on surfaces up to several days. She said the King County Health guidance for grocery stores makes no mention of shopping bags, and that the State Department of Health believes that there is low risk from handling consumer-provided bags. She listed the State recommendations to address concerns. Ms. Salamack reported that actions by other jurisdictions in the region include suspension of existing bans, guidance to not enforce bans, suspension of the pass-through charges for the use of paper bags, and delaying implementation of new legislation.

Ms. Salamack said on March 31, 2020, the City Manager issued Temporary Public Health Emergency Order No. 5, suspending the prohibition on carryout plastic bags at retail establishments through May 31, 2020. While the City remains strongly committed to waste reduction and sustainable practices, it also wants to take every reasonable precaution to promote the health and welfare of retail employees and residents. She added that the Order is aligned with the actions of several neighboring communities. She said based on the request of Councilmember Roberts, she is asking Council if the Order should be terminated and concluded by sharing the reasons staff does not recommend termination it.

Mayor Hall opened the Public Comment period. Seeing none, he closed the Public Comment Period.

Councilmember Roberts moved to terminate Temporary Public Health Emergency Order No. 5 issued by the City Manager on March 31, 2020, that suspends certain provisions of Chapter 9.25 of the Shoreline Municipal Code related to plastic retail carryout bags due to the COVID-19 Public Health Emergency. The motion was seconded by Deputy Mayor Scully.

Councilmember Roberts said he appreciates all the work the City Manager and staff have been doing throughout the emergency and said Shoreline is proving itself to be a leader on many aspects of keeping people safe. However, he said this Emergency Order is not necessary at this time. He expressed that while protecting essential workers needs to be at the forefront, this Order does not seem to be based on science. He listed other methods retailers could use to protect their workers and said a more minimal approach to protecting the employees could have been taken.

Councilmember McGlashan said he will not support the motion. He said it is important to protect essential workers, and right now no one knows how long this virus lives on various surfaces. He observed that the impact would be significant if grocery stores start closing because of sick employees. He recalled that this was on a list of items considered by Council when they evaluated giving the City Manager the authority to waive them, and there was no objection at that time.

Deputy Mayor Scully said he supports the motion. He added that he agrees with everything Councilmember McGlashan said, but the reason he supports the motion is because the decision to repeal the ban was not backed by science. He said he worries about the Council shooting from the hip on public health guidance issues and he hopes that on issues related to best ways to stop virus transmission, the Council will wait until Public Health issues a recommendation, rather than making decisions through guesswork.

Councilmember Chang said anecdotally she has observed that local stores are not allowing the option of customers using reusable bags. She asked why only one retailer made the request, and why plastic is preferred over paper bags. Mayor Hall said he has heard from additional retailers.

Councilmember Robertson thanked Councilmember Roberts for providing the opportunity for checks and balances in decision making. She said she is not going to support the motion because it addresses the perceived health risks for grocery workers in the critical service they are providing, but environmentally speaking, it hurts her heart. She said she will be ready to lift this as soon as the time is right; and she hopes the stores can get back to allowing people to use their own bags if they bag their own purchases.

Mayor Hall said he will oppose the motion. He agreed that Councilmembers are not experts in the transmission of disease and should not pretend to be. He said in this case, whether there is science one way or another, grocery workers are scared. In response to Councilmember Robertson's environmental concerns, he said even the environment groups who promoted the initial ban on plastic bags are fine with it being suspended. He read an email he received from the Executive Director of Zero Waste Washington that recognized the emergency and acknowledged the need to protect the health of grocery workers.

Councilmember Roberts said the information Mayor Hall shared is helpful, but it does not change his opinion. He noted that the Governor has signed a law banning plastic bags statewide. He said many of the arguments being raised now were raised when the bag ban was first put into place. He said the only safe options are not bagging groceries, or having the purchaser bag their own groceries.

Councilmember Chang said she is still wavering on this and is trying to understand why it is necessary to allow plastic bags into the mix when paper bags will do. Councilmember McGlashan observed that some paper bags do not have handles, which can be inconvenient. He said the grocery store employees he talks to are scared and feel safer using plastic bags.

Deputy Mayor Scully emphasized that he knows the entire Council wants to keep people safe, even if they differ in their reasoning. He said he would hate to see this motion characterized as anti-grocery worker. He said Mayor Hall's comment about supply chain concerns made him think twice, but as of yet that is anecdotal. He concluded that right now there is not enough scientific evidence to indicate that plastic is better than paper.

The motion failed, 3-4, with Deputy Mayor Scully and Councilmembers Chang and Roberts voting in favor.

9. STUDY ITEMS

(a) Discussing the 2021-2026 Transportation Improvement Plan (TIP)

Nytasha Walters, Transportation Services Manager, delivered the staff presentation. Ms. Walters explained the purpose of the Transportation Improvement Plan (TIP) and shared a graphic displaying how the TIP is plugged into the Capital Improvement Plan and budget. She listed the components that inform the six-year TIP and reviewed the TIP document format, describing the project sheets and funding categories and displayed a map of the 2021-2026 TIP identified programs and projects.

Ms. Walters reviewed the changes from the previous year. She said that no new projects were added, and she shared project updates and scheduled for completion and listed the projects that have been removed. She said the TIP total cost is \$281 Million and is comprised of funded, partially funded, and unfunded projects. She noted that the City is being strategic in the evaluation of unfunded projects.

Ms. Walters said with the passage of State Initiative 976 (I-976) the City lost the ability to impose two vehicle license fees (VLF) for transportation purposes, one for pavement maintenance and one for sidewalk rehabilitation. She emphasized that the new sidewalk program is not impacted by I-976. She said because of this loss of funding staff recommends that the Sidewalk Rehabilitation Program funding be restored to the historic levels of \$152,000 a year, and the Annual Road Surface Maintenance Program (ARM) be restored to \$530,000 a year.

Ms. Walters displayed a list of TIP grant priorities and said the City is pursuing multiple strategies to fund projects. She said an ongoing challenge is that there is not enough Real Estate Excise Tax (REET) resources to support grant matching for all high priority needs and the City is looking for additional funding sources to provide adequate grant matches for these projects. She concluded that the Public Hearing on the TIP is scheduled for June.

Ms. Walters said the two City projects that have been selected by the King County Project Evaluation Committee to go forward into a regional competition for funds are related to implementing the preferred design concept the State Route 523/145th Street Corridor and Interchange. She said the City is participating in two different competitions and described the next steps of the process.

Councilmember Roberts said he would like the next staff report to include the status of sales tax revenue for sidewalk bonds and that he would like more information on where funding matching grants fits into overall City priorities. He said he would usually ask for continued consideration of other unfunded programs, but he understands with the current financial situation this may not make sense. He emphasized that he thinks the City should continually look for Safe Routes to School funding. Mayor Hall said that the City Manager is working on a financial update for Council that will consider recent events.

Councilmember McConnell reiterated how great it is that two Shoreline projects moved forward in the funding competition. She thanked Ms. Walters for recognizing the impacts of I-976 and recommending the restoration of funding to the Sidewalk rehabilitation program and the ARM programs. She said she supports protecting revenue for matching grants and would like to hear staff recommendations.

Deputy Mayor Scully praised the work on the TIP. He noted that the Ridgecrest Safe Routes to School project was not a priority for matching funds, and he asked for clarification on the reason. Ms. Walters said it is a project that grant funding would be considered for, and it is within the partial funded projects. She explained that the highlighted priority projects displayed in the presentation are larger federal projects.

Councilmember McGlashan asked how a Public Hearing would be held if the remote meetings are extended to June. Ms. Tarry said the City would approach the Governor and either seek an extension of due dates and/or a waiver requirement that cannot safely be met. Mayor Hall asked if a Public Hearing could be held with people signing up in advance like is currently being done for public comment, and Ms. Tarry said at this point the City Attorney is looking into it.

Mayor Hall reviewed the process steps and reminded the Council to send questions to staff in advance of the Public Hearing.

10. ADJOURNMENT

At 8:56 p.m., Mayor Hall declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, April 20, 2020
7:00 p.m.

Held Remotely Via Zoom

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

ABSENT: None.

1. CALL TO ORDER

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

2. ROLL CALL

Upon roll call by the City Clerk, all Councilmembers were present via Zoom videoconference.

(a) Earth Day Proclamation

Mayor Hall announced April 22, 2020 as Earth Day in Shoreline and encouraged everyone to be good stewards of the environment. He shared the unfortunate news that due to COVID-19, Shoreline's celebration of the 50th anniversary of Earth Day had to be canceled.

3. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, provided reports, resources and updates on the City's response to the COVID-19 outbreak. She said the Governor's recent briefing reiterated that the County is still in Stage One of response and shared statewide data on the pandemic and described the data elements informing decision making and the capacities needed to change restrictions.

4. COUNCIL REPORTS

Deputy Mayor Scully said he attended a virtual meeting of the All Home Coordinating Board and said the current task is to pick three members who have lived experience to join the Executive Board of the new regional homelessness authority. He said there is a sense that now, more than ever, a flexible and responsive organization is needed. He shared updates on what various entities are doing to support the homeless during the COVID-19 crisis.

Councilmember Roberts reported that the Puget Sound Regional Council Executive Board authorized emergency transit funding allocations to Sound Transit and Metro.

5. PUBLIC COMMENT

Kathleen Russell, Shoreline resident, said in conjunction with the Earth Day proclamation it is important to remember the benefits nature provides to humans. On behalf of Save Shoreline Trees she asked the City to reconsider permitting removal of tall conifer trees.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

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

- (a) Approving Minutes of Regular Meeting of February 10, 2020
Approving Minutes of Regular Meeting of February 24, 2020

- (b) Approving Expenses and Payroll as of March 27, 2020 in the Amount of \$2,184,157.28

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
2/23/20-3/7/20	3/13/2020	90460-90717	16968-16982	78201-78206	\$732,614.42
					\$732,614.42

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
3/25/2020	1159	\$5,276.10
		\$5,276.10

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
3/10/2020	78061	78076	\$334,573.53
3/10/2020	78077	78084	\$1,069.00
3/10/2020	78085	78085	\$3,681.08
3/10/2020	78086	78114	\$127,433.13
3/10/2020	77170	77170	(\$1,222.20)
3/10/2020	78115	78115	\$1,222.20
3/17/2020	78116	78147	\$185,551.56

3/17/2020	78148	78163	\$3,465.93
3/17/2020	78164	78178	\$158,370.80
3/17/2020	78179	78198	\$126,464.00
3/17/2020	78199	78200	\$75,560.54
3/24/2020	78207	78237	\$305,771.69
3/24/2020	78238	78238	\$1,620.00
3/24/2020	78239	78259	\$122,705.50
			<u>\$1,446,266.76</u>

(c) Authorizing the City Manager to Execute a Joint Use Agreement with King County Fleet Services for Fueling Services at the North Maintenance Facility

(d) Authorizing the City Manager to Execute the First Amendment of the Settlement and Interlocal Agreement Between the City of Shoreline and the Town of Woodway

(e) Adopting Public Emergency Ordinance No. 888 – Extending Public Emergency Ordinance No. 887, Which Temporarily Increased the City Manager’s Purchasing Authority in Response to COVID-19, for an Additional 30 Days

(f) Authorizing the City Manager to Enter into a One-Year Agreement with Sound Generations in an Amount of \$95,708 for 2020 to Provide Programs to Support Health and Social Services at the Shoreline Lake Forest Park Senior Center

8. ACTION ITEMS

(a) Approving Grant Requests from the Dale Turner YMCA in the Amount of \$15,000 and from the Shoreline PTA Council in the Amount of \$15,000 from the COVID-19 Community Emergency Response Grant Program

Colleen Kelly, Community Services Division Manager, delivered the staff report. She reviewed the purpose of the established Community Response Fund and described the eligibility criteria. She said of the 20 grant applications received to date, two have been approved by Council, two are before Council tonight, nine have been approved by the City Manager, and seven did not meet the Council-established criteria.

Ms. Kelly said the Dale Turner YMCA is requesting \$15,000 to cover expenses related to the free/low cost childcare and meals being offered to first responders and others in need of emergency day care. She said the funds would also support the YMCA’s efforts to provide sack lunches to various organizations.

Ms. Kelly said the Shoreline PTA Council is seeking \$15,000 to provide flexible financial assistance, in coordination with the School District Family Advocate Program, to augment the \$20,000 the PTA Council raised to provide food and gas gift cards to families. She stated that the Shoreline PTA Council had already received \$5,000 in City grant money and explained the reason for the second request.

Ms. Kelly said if both applications are approved, the remaining fund balance will be \$6,500. She said staff does not recommend expanding the fund at this time, since the Council goal of meeting immediate and urgent needs has been met and the applications being submitted have tapered off. She said staff recommends that once the current fund is depleted, the Emergency funding information will remain available to the public, but the criteria should be changed so that any additional requests would come before Council for consideration.

Ms. Kelly concluded by stating that staff recommends approval of both funding requests and added that representatives of the YMCA and Shoreline PTA Council were available for questions.

Mayor Hall opened the Public Comment period.

Courtney Whitaker, Lake Forest Park resident and Associate Vice President of Youth Development for the YMCA of Greater Seattle, spoke on behalf of the Shoreline Dale Turner Family YMCA. She said she appreciates the Council's consideration of their application. She explained that the YMCA quickly reacted to create childcare for essential workers and to support hunger alleviation solutions for kids and their families at the onset of the COVID-19 crisis. She shared details of the programming, including that over 75 percent of the children served are Shoreline residents. She said they will continue offering services until June 12, 2020, with a weekly unfunded cost to the organization of \$12,650. She listed the organizations for which they provide more than 1,000 meals a week and said the cost of the meal program is \$5,800 weekly.

Mayor Hall closed the Public Comment period.

Councilmember Robertson moved to approve the grant requests from the COVID-19 Community Emergency Response Grant program for the Dale Turner YMCA in the amount of \$15,00 and for the Shoreline PTA Council in the amount of \$15,000. The motion was seconded by Councilmember Chang.

Councilmember Robertson shared her admiration for the response work both organizations have done and thanked them for their contributions. She said she is excited to have the opportunity to support their efforts by granting emergency funds.

Councilmember Chang said she is thankful these two organizations sprang into action so quickly to provide the type of immediate support to families that the fund is designed to supply.

The motion passed unanimously, 7-0.

9. STUDY ITEMS

- (a) Discussing the 2019 Year End Financial Report

Sara Lane, Administrative Services Director, delivered the staff presentation, and was joined by Rick Kirkwood, Budget and Tax Manager. Ms. Lane said that considering the unprecedented

times, in addition to sharing the 2019 Year End Financial Report she would be sharing early projections about the economic stressors COVID-19 has had on the City.

Ms. Lane reported that citywide revenues came in at 106.4% of budget and the expenditures were significantly lower than budgeted, and ahead of 2018, reminding Council that capital expenditures are contingent on project timing. She shared a chart depicting the revenue performances at-a-glance, and shared details on the results of the first year of Business and Occupation Tax assessment.

Ms. Lane reviewed the General Fund and said collections were 6.8% above budget. She described revenues from both the General and Capital Fund, sharing details on the sales tax receipts by sector, permit revenue by type, the Parks and Recreation revenue, gas tax receipts, Real Estate Excise Tax, and the General Fund Expenditures.

Ms. Lane moved on to the potential 2020 COVID-19 fiscal impacts and the City's research on how to estimate them. She said staff have looked at three potential contingency options, each dependent on the speed of recovery. She labeled the three possibilities as a *little "v"*, with swift recovery; *Big "V"*, with a deeper downturn but rapid recovery; and *"L"*, which reflects a significant decrease and a slow recovery. She said the response to each situation will be different, but the challenge is that which situation we are in is yet to be determined, so estimation is difficult.

Ms. Lane said staff have created a model that includes each of the major revenue sources and allows simulation of what might happen in each of the three recovery scenarios. She displayed a chart with the results of the 2020 COVID-19 Stress Test and said the bottom line is that the City is looking at a forecasted potential decrease in revenue anywhere from \$2.5 Million to \$5.6 Million. She explained that actual data will not be available for a few months and concluded that Shoreline is well positioned with strong financial policies and reserves, strong 2019 performance, and opportunities for one-time savings. She said right now rather than looking at across the board expenditure cuts the City is using a 'scalpel approach' while gathering more information in preparation for deeper discussions with Council in the coming months and during 2021-2022 budget development.

Councilmember Roberts said that the 2020-2026 sales tax revenue collections chart assumes further declines in 2021 and 2022 for both the little 'v' and big "V" models and asked for clarification on the projections. Mr. Kirkwood replied that there is a wide range of thinking, and this is an attempt to paint a picture of how consumers might respond, but not necessarily what might happen to the business industry. He said in his opinion, it depends on consumer confidence and the availability of a vaccine. He said predictions remain anecdotal at this time, but the model illustrates the different shapes of the recoveries.

Councilmember Roberts said the report seems to indicate that the sales tax decline would be greater on the retail, rather than construction, side. Mr. Kirkwood explained that the construction budget forecast is typically conservative, so he is not as concerned with the impact of revenue collections with the loss of a few months of activity because of the activity in the pipeline. He said retail sales tax revenue is easier to predict based on past data, and the shutdowns will have

big impacts in this sector. Councilmember Roberts asked if the City foresees an uptick in online sales tax payments as more people shop online. Mr. Kirkwood said he anticipates so.

Councilmember McGlashan thanked the Administrative Services team for the clear reports. He asked why the City reports being neutral on Gas Tax revenue, while statewide severe hits are being reported. Mr. Kirkwood said fuel tax is based on the number of gallons sold, so if there is a decline on consumption, revenue would also decline. He said the snowstorm in 2019 added to the reductions seen in that revenue area.

Councilmember Chang said she is curious about the “L” scenario, since in the last recession the bottom dropped out of the demand for construction, so while projects may currently be in the pipeline, they may not proceed as planned. She said she was surprised at how small the drop was reflected in the “L” recovery scenario. Ms. Lane said that because the City is so conservative in construction tax estimation the expectation is that the impact will be smaller. Ms. Lane explained that since so much of the construction in the pipeline is housing, the demand for which will continue, the construction impacts will be different since there is a plan for funding to be available. Councilmember Chang observed that if you take in consideration the financial impacts related to the passage of State Initiative 976 the effects on the City budget are even more dire. Ms. Lane concurred and said that this factor will be part of all staff considerations in the budget process.

Mayor Hall added his thanks for this preliminary information on the financial impacts of COVID-19.

- (b) Discussing Ordinance No. 886 - Amending the 2019-2020 Biennial Budget (Ordinance Nos. 841, 852, 854, 855, 861, 872 & 883)

Sara Lane, Administrative Services Director, delivered the staff presentation, and was joined by Rick Kirkwood, Budget and Tax Manager. Ms. Lane pointed out that while this is the typical Spring Amendment, since the City has moved to a biennial budget there are more Ordinances to add to the Budget.

Ms. Lane gave an overview of the \$2.9 Million dollar increase to the budget across all funds and shared a list of the intended uses of general fund reserves as the amendments are made. Ms. Lane said there is approximately \$5 Million dollars in revenues collected beyond what was budgeted and expenditures under budget that are not reflected, so the adjusted number would be higher. She added that the revenue stabilization fund is fully funded. She said staff recommends approval of Ordinance No. 886 to provide budget authority so current appropriations are not adversely impacted.

Mayor Hall said he appreciates the detail in the staff report and the opportunity to ask questions in advance.

Deputy Mayor Scully said he supports moving forward with the Ordinance and added that as the financial impacts of COVID-19 become clearer, the Council may want to review funding designations to avoid program and staff cuts.

Councilmember McConnell thanked staff for their work and recognized the solid financial ground the City is on.

It was agreed that Ordinance No. 886 would return as a Consent item.

10. ADJOURNMENT

Mayor Hall thanked staff for the behind the scenes work to facilitate remote meetings.

At 8:06 p.m., Mayor Hall declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

DRAFT

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adopting Resolution No. 461 – Approval of the 2020 Shoreline Hazard Mitigation Plan Annex
DEPARTMENT:	Community Services Division
PRESENTED BY:	Jason McMillan, Emergency Management Coordinator
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:

The City is required to have a Federal Emergency Management Agency (FEMA) approved Hazard Mitigation Plan in order to receive any-post disaster funding. Post-disaster funding is used to help recover losses after a significant emergency event that impacts our community. The City of Shoreline participates in a county-wide effort to create the King County Regional Hazard Mitigation Plan, and Shoreline’s Hazard Mitigation Plan Annex is the City’s portion of the regional Plan. The Hazard Mitigation Plan is required to be updated every five years, and the last update to the Shoreline Plan Annex was adopted by the City in 2015. The updated version is required to be adopted by July 31, 2020.

Prior to being adopted by the City, an updated draft of the Shoreline Plan Annex must be reviewed and approved by King County and FEMA. King County and FEMA have approved the draft 2020 Shoreline Plan Annex. Tonight, Council is scheduled to adopt proposed Resolution No. 461 (Attachment A) which will approve the 2020 Shoreline Hazard Mitigation Plan Annex (Exhibit A).

RESOURCE/FINANCIAL IMPACT:

Implementing the strategies contained in the 2020 Hazard Mitigation Plan Annex relies on the City’s general funds and on implementation of capital improvement projects identified in the Plan that are currently programmed within the adopted Capital Improvement Program.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 461 approving the 2020 Shoreline Hazard Mitigation Plan Annex.

Approved By: City Manager **DT** City Attorney **JA-T**

BACKGROUND

Hazard Mitigation planning is the process of identifying and preparing for hazards that face our community with the goal of lessening the impacts of those hazards. The City of Shoreline participates in a county-wide effort to create the King County Regional Hazard Mitigation Plan. Responding to federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390), the partnership was formed to pool resources and to create a uniform hazard mitigation strategy that can be consistently applied to the defined planning areas and used to ensure eligibility for specified grant funding.

The City of Shoreline is part of a planning partnership involved in creating and updating the overall plan that consists of King County, municipal governments and special purpose districts. The planning area for the King County Regional Hazard Mitigation Plan is defined as all incorporated and unincorporated areas of King County as well as the incorporated areas of cities that cross county boundaries. The result of the organizational effort will be a FEMA and State Emergency Management Agency approved multi-jurisdictional, multi-hazard mitigation plan.

Hazard Mitigation is defined as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize post-disaster community disruption.

The Hazard Mitigation Plan is required to be updated every five years, and the last update to the Shoreline Plan Annex was adopted by the City in 2015. The updated version of the Shoreline Plan Annex is required to be adopted by July 31, 2020.

DISCUSSION

The King County Office of Emergency Management serves as the lead agency in developing the Regional Hazard Mitigation Plan. All participating local jurisdictions have been responsible for assisting in the development of the hazard and vulnerability assessments and the mitigation action strategies for their respective jurisdictions and organizations. The Plan presents the accumulated information in a unified framework to ensure a comprehensive and coordinated plan covering the entire King County planning area. Each jurisdiction is responsible for the review and approval of their individual sections, or annexes, of the Plan.

The hazard identification and profiling process used in developing the Regional Hazard Mitigation Plan addresses the following hazards of concern within the planning area: avalanche, dam failure, earthquake, flood, landslide, severe weather, severe winter weather, tsunamis, volcano, and fire. Except for dam failure, this Plan does not provide a full risk assessment of technological and human-caused hazards. However, brief, qualitative discussions of the following hazards of interest are included: health hazards, hazardous materials, cybersecurity and terrorism.

This update to the Plan Annex focuses on the City's risk assessment, which describes the risk and impacts that the City is likely to experience from hazardous events. Thirteen specific strategies are identified that the City should focus on in the next five years to mitigate these risks to community members. Some of these strategies are ongoing and have carried over from the previous update.

Once the Hazard Mitigation Plan is adopted by each jurisdictional partner and approved by FEMA, individual jurisdictions and the regional partnership collectively will become eligible to apply for hazard mitigation project funding under the unified hazard mitigation assistance grant program, which provides pre- and post-disaster grant opportunities.

Maintenance of the Hazard Mitigation Plan lies with staff working with community partners and other participating agencies as outlined in the Plan. In addition, the City uses the Shoreline Emergency Management Council, which is established in the Shoreline Municipal Code (SMC 2.50.040), as a stakeholder group to support implementation of emergency plans and policies, including the Hazard Mitigation Plan.

Tonight, Council is scheduled to adopt proposed Resolution No. 461 which will approve the 2020 Shoreline Hazard Mitigation Plan Annex.

RESOURCE/FINANCIAL IMPACT

Implementing the strategies contained in the 2020 Hazard Mitigation Plan Annex relies on the City's general funds and on implementation of capital improvement projects identified in the Plan that are currently programmed within the adopted Capital Improvement Program.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 461 approving the 2020 Shoreline Hazard Mitigation Plan Annex.

ATTACHMENTS

Attachment A: Resolution No. 461

Attachment A, Exhibit A: City of Shoreline Annex to the King County Regional Hazard Mitigation Plan

RESOLUTION NO. 461

A PUBLIC HEALTH EMERGENCY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING THE KING COUNTY REGIONAL HAZARD MITIGATION PLAN UPDATE.

WHEREAS, pursuant to the Disaster Mitigation Act of 2000, Public Law 106-390, as administered by the Federal Emergency Management Agency (FEMA), the City of Shoreline entered into a planning partnership with King County and nearly sixty (60) participating municipalities and special purpose districts to develop a regional multi-hazard mitigation plan (RHMP), a requirement for receiving certain types of federal Hazard Mitigation Assistance grants; and

WHEREAS, the King County RHMP assesses natural and human-caused hazards that can impact the region and develops strategies to reduce risk and build resilience; promotes programs and projects that partner with communities to build a foundation of resilience before, during, and after these emergencies; and designs risk profiles to provide an overview of the key priorities, vulnerabilities, and potential impacts of natural and human-caused hazards analyzing the risks in terms of property, the economy, natural systems, infrastructure systems, government operations, and populations; and

WHEREAS, on October 20, 2014, the City Council adopted Resolution No. 364 adopting in its entirety, applicable sections of the King County RHMP, including chapter 23, the City of Shoreline Hazard Mitigation Plan Annex (HMPA), for the 2015-2020 period; and

WHEREAS, 44 CFR §201.3 requires that, at a minimum, the RHMP is to be reviewed and, if necessary, updated every five (5) years from the date of plan approval to continue program eligibility; and

WHEREAS, King County and the participating jurisdictions worked together to prepare an update for the 2020-2025 period which has fourteen (14) areas identified for investments in resilience that are necessary for everyone to live healthy, happy, and productive lives including access to healthy food, human services, and parks; equity in law and justice; and affordable housing and family wage jobs; and

WHEREAS, the City of Shoreline has prepared updates to its City-focused HMPA in consultation with King County and the public to lay out the strategies that the City intends to take over the next five (5) years to further mitigate and reduce the risk and impacts of disasters in Shoreline; and

WHEREAS, the City's draft HMPA was submitted to King County and to FEMA for review, with the County approving the City's draft HMPA on April 24, 2020; and

WHEREAS, per King County procedures, the City is required to adopt its HMPA prior to King County seeking King County Council adoption of the RHMP and demonstrates the City's ongoing commitment to hazard mitigation and secures the City's eligibility to participate in federal and state hazard mitigation programs, including application for mitigation grants;

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

Section 1. Adoption of Hazard Mitigation Plan. The City of Shoreline Hazard Mitigation Annex to the King County Regional Hazard Mitigation Plan, as set forth in Exhibit A to this Resolution, is hereby adopted.

Section 2. Effective date. 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 THIS 15TH DAY OF JUNE, 2020.

Will Hall, Mayor

ATTEST:

Jessica Simulcik Smith, City Clerk

City of Shoreline Hazard Mitigation Plan Annex

Introduction

Shoreline boasts a unique history and character derived from original settlements dating back to the late 1800s. The quality that drew early settlers to the area remains dominant to this day: location. The City of Shoreline offers classic Puget Sound beauty and the convenience of suburban living with the attractions of nearby urban opportunities.

Before becoming a city in 1995, the City of Shoreline was an island of unincorporated King County surrounded by the older cities of Seattle, Edmonds, Woodway and Lake Forest Park. Covering 11.70 square miles, Shoreline has an estimated population of more than 56,000 residents according to a 2019 US Census Bureau estimation. That represents a growth of 7% from the 2010 census. This trend is expected to continue at close to the 7% rate.

Over the years, the Shoreline community has developed a reputation for strong neighborhoods, excellent schools and abundant parks. Shoreline is primarily residential with more than 70% of households being single-family residences. Over 25% of the homes in Shoreline speak a language other than English. Shoreline has a 9% poverty rate and 8.5% of residents under 65 have some form of disability. Shoreline is home to more than 3,600 veterans.

In 2017, Shoreline, WA had a median household income of \$76,271. The economy of Shoreline, WA employs 29.7k people. The largest industries in Shoreline, WA are Health Care & Social Assistance (4,365 people), Retail Trade (3,468 people), and Professional, Scientific, & Technical Services (3,095 people), and the highest paying industries are Professional, Scientific, & Technical Services (\$71,271), Utilities (\$71,174), and Information (\$68,211). Median household income in Shoreline, WA is \$76,271. Males in Shoreline, WA have an average income that is 1.36 times higher than the average income of females, which is \$53,882. The income inequality in Shoreline, WA is 0.467, which is lower than the national average.

Shoreline Community College, the Washington State Department of Transportation Regional Headquarters and the Washington State Public Health Laboratory are all located in the city with the Washington Department of Ecology expected to have presence in the city soon.

Shoreline is experiencing extensive mixed-use, vertical multi-family growth with a major residential/commercial development project planned for a large area of the city that previously hosted a large shopping complex. This project should be completed within the next 5 years.

The expected continued increase in population and employment opportunities in the city will present many challenges to the city's overall hazard mitigation process. Impacts to roads, surface water and wastewater systems will likely increase the need for ensuring the current infrastructure is capable of handling increased usage.

Jurisdiction Profile

City of Shoreline

Incorporated: 1995

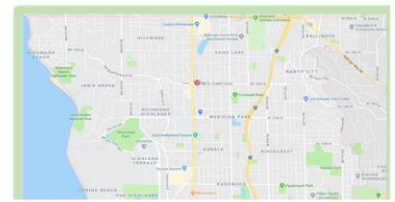
Area: 11.70 sq. miles

Land: 11.67 sq. miles

Water: .03 sq. miles

Government: Council-
Manager

Population: 56,752



Jurisdiction Point of Contact:

Name: Jason McMillan

Title: Emergency Manager

Entity: City of Shoreline

Phone: 206 801-2271

Email: jmcmillan@shorelinewa.gov

Plan Prepared By:

Name: Jason McMillan

Title: Emergency Manager

Entity: City of Shoreline

Phone: 206 801-2271

Email: jmcmillan@shorelinewa.gov

Emergency Management practices will focus heavily on public outreach and training in order to progress with the continued development of the city. This may mean prioritizing specific projects and areas of operation within the various programs to ensure that target capabilities are met. Unfortunately, this may also mean that other areas will have to be scaled back or eliminated altogether without additional staffing and funding.

Jurisdiction Risk Summary

Hazard Risk and Vulnerability Summary

HAZARD	RISK SUMMARY	VULNERABILITY SUMMARY	IMPACT SUMMARY
Avalanche	Shoreline is not at risk for avalanches.	N/A	N/A
Earthquake	Earthquakes remain a major concern for all areas of the region. While large earthquakes do not occur often, they have the ability to cause widespread damage when they do occur. City infrastructure can be heavily damaged almost immediately.	Shoreline’s proximity to the Seattle fault zone, the South Whidbey Island Fault Zone and the Cascadia Subduction Zone places the city at high risk for impact from earthquakes.	The most recent significant earthquake that affected the City occurred in 2001. Shoreline experienced minor damage overall from the quake. A major earthquake would impact all critical infrastructure in the city and cause a major disruption in services for residents.
Flood	Flooding can occur in any area within the city. Primary flood concern areas in Shoreline have been identified along most of the coastline including the area that leads into Boeing Creek and two areas farther within the city limits. Those areas are in the vicinity of Ronald Bog Park and Twin Ponds Park.	One repetitive loss property has been identified in the Repetitive Loss Report. While any area of the city may experience some type of flooding during heavy rainfall events, the following neighborhoods have floodplain areas: <ul style="list-style-type: none"> • Richmond Beach • Innis Arden • Parkwood • Meridian Park Buildings affected by flooding would primarily be residential.	The last significant flooding incident occurred during a storm in December of 2007. During a two-week period, the city received heavy continuous rainfall which led to flooding in several areas of the city. This incident led to several improvement initiatives, some of which are still being pursued.
Landslide	Shoreline has many areas that are of concern for landslides. Most of these areas are along the coastal side of the city although some areas away from the coast may be at risk as well.	There are several steep slope areas in Shoreline that make the city vulnerable. Coastal areas with homes on bluffs or high hills would be most at risk. The railroad along the coast would be at significant risk of damage from a landslide.	It is believed that there could be a large impact from a landslide in many different areas of the city. Most areas that are in landslide risk areas are residential.

HAZARD	RISK SUMMARY	VULNERABILITY SUMMARY	IMPACT SUMMARY
<p>Severe Weather/ Severe Winter Weather</p>	<p>With climate change having an apparent impact on the region’s weather, storms that could bring heavy rains, damaging winds, snow, freezing temperatures, tornadoes and lightning can impact the area at any time. Storms occur most commonly during the fall and winter months.</p>	<p>Severe weather can bring downed power lines, downed trees and localized flooding. All of these situations could impact a large portion of residents, many within the vulnerable population of Shoreline.</p>	<p>Severe weather generally occurs with some warning but even with advanced warning, the impacts can be city-wide. Power outages and transportation disruption are among the biggest impacts from severe weather. Damage to businesses and homes from falling trees may also occur.</p>
<p>Tsunami</p>	<p>The tsunami risk to Shoreline is minimal, however given the coastal areas in Shoreline, the risk is high enough to have studied the impact to the city.</p>	<p>Over 33 homes are located along the coastline of Shoreline that would be at risk. Ronald Wastewater District Lift Station #12 and wastewater pressure mains as well as the King County Metro Wastewater Lift station at KayuKayu Park would be at risk and if damaged could lead pose a significant health hazard. A large enough tsunami would also impact the railroad that runs along the coastline. A tsunami would likely trigger cascading events such as landslides.</p>	<p>Most of the affected area would contain residences. There could also be an impact to the rail system that runs along the coast of Shoreline.</p>
<p>Volcano</p>	<p>Shoreline is not at risk from direct impact of volcanoes. Ashfall would be the biggest concern.</p>	<p>N/A</p>	<p>N/A</p>
<p>Wildfire</p>	<p>Shoreline has no large wilderness areas or open land masses that would be at risk for what many would consider a wildfire. However, there are many wooded areas that may be at risk from a suburban wildfire.</p>	<p>Areas at risk would include Shoreview Park and Hamlin Park. Both parks have residential areas in close proximity as well as schools in the vicinity. The Highlands neighborhood is densely wooded neighborhood that would also be at risk.</p>	<p>City parks, residential areas and schools are all in the zones that would be at risk. There would also be the possibility for health impacts from smoke.</p>
<p>Cyber Attack</p>	<p>Shoreline relies heavily on computers and networks for day to day business and file management. Not only are these programs held internally but some are</p>	<p>Cyber-attacks continue to grow nationwide and the cyber criminals continue to develop new ways to compromise networks. Threats can be mitigated through employee education and training as well as</p>	<p>While attempts have been made to gain access to Shoreline’s network through a variety of methods, Shoreline has not had any major impacts from cyber-terrorism.</p>

	external programs held in the “cloud.”	maintaining a strong threat detection program.	
Dam Failure	Shoreline has four dams within the city limits. None of the dams are considered major dams.	Dam failures within the city could lead to loss of local roadways and create some erosion issues in localized areas.	Dam failures in the Shoreline area would most likely impact local transportation routes.
Hazardous Materials Incident	With major transportation routes running through the city, Shoreline maintains a risk of hazardous material incidents from the transportation of materials rather than fixed locations.	Vehicles and trains transport hazardous materials routinely through the city.	Any impact to the city would depend solely on the type and amount of material spilled. The impact would most likely be to residents and businesses along the major transportation routes.
Public Health Emergency	Public health emergencies cover a wide range of impacts from a variety of sources that could impact any community at any time.	5.7% of Shoreline’s population are under 5 years old and 16.9% are over the age of 65 making them more vulnerable to health emergencies. Even with that in mind, depending on the type of health emergency, all residents could be vulnerable.	There have been no major health events in Shoreline since its incorporation. Impacts would vary depending on the type of event.
Terrorism	The most likely terrorism threat to Shoreline would come from domestic terrorism acts such as active shooter situations.	Shoreline has no federal level buildings, nor does it have any military presence. Businesses and schools would be the most at risk from a domestic terrorist incident.	The level of impact would largely depend on the target.

Hazard and Asset Overview Map(s)

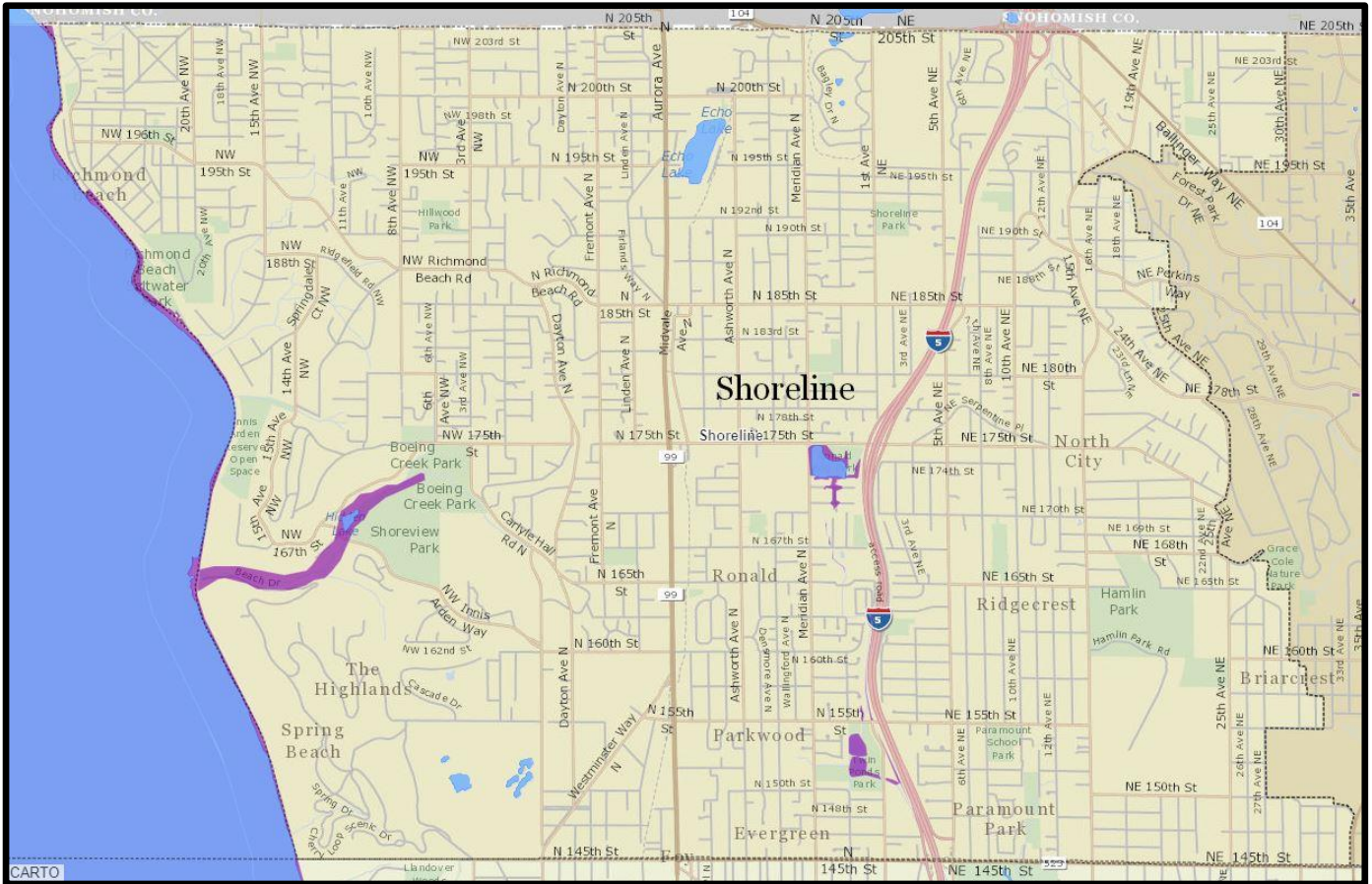


Figure 1: Floodplain (map source King County Hazard and Vulnerability ArcGIS)

Legend:

-  Floodplain Area

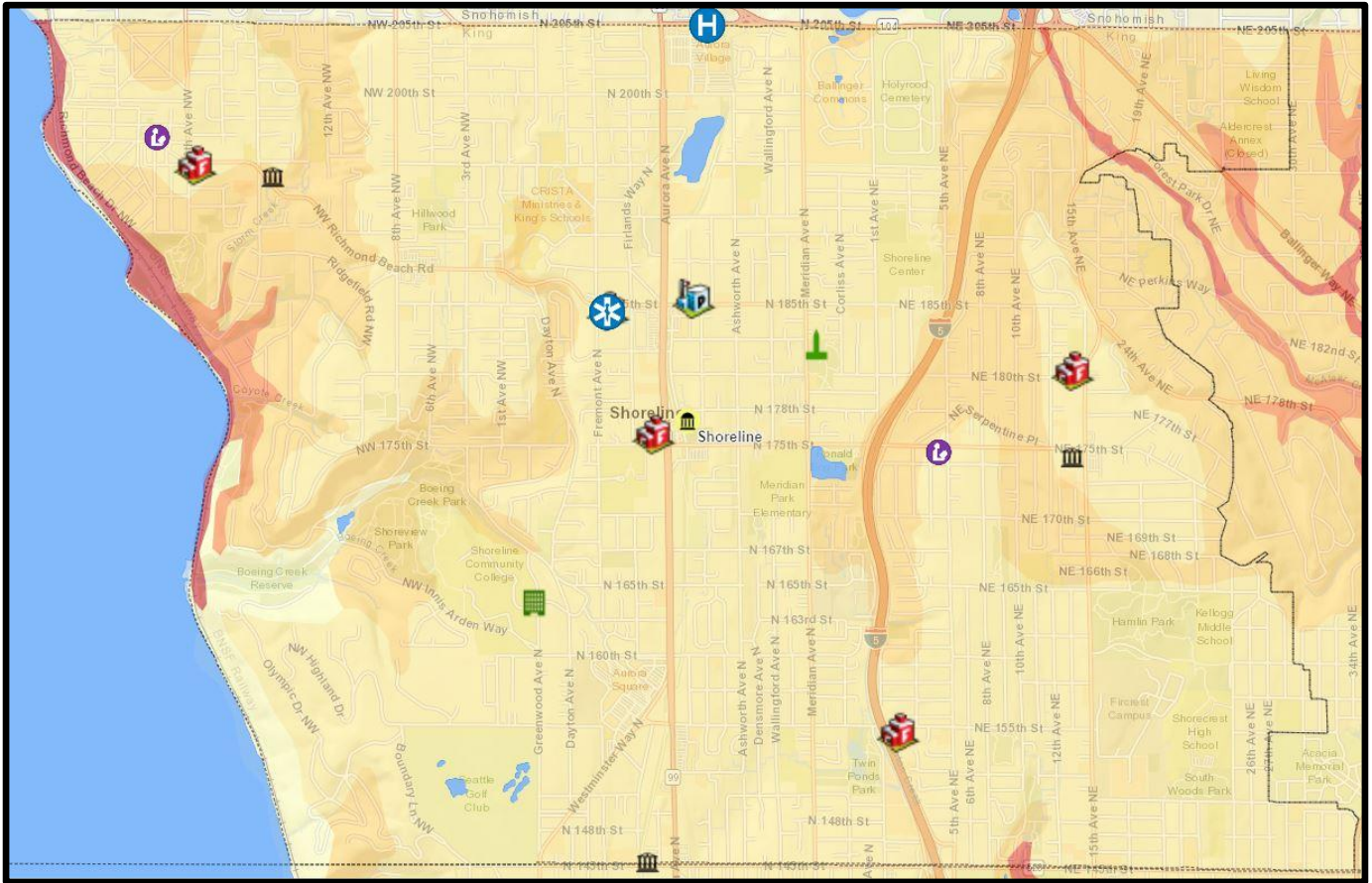


Figure 2: Liquefaction Hazard (map source King County Hazard and Vulnerability ArcGIS)

Legend (Risk Level):



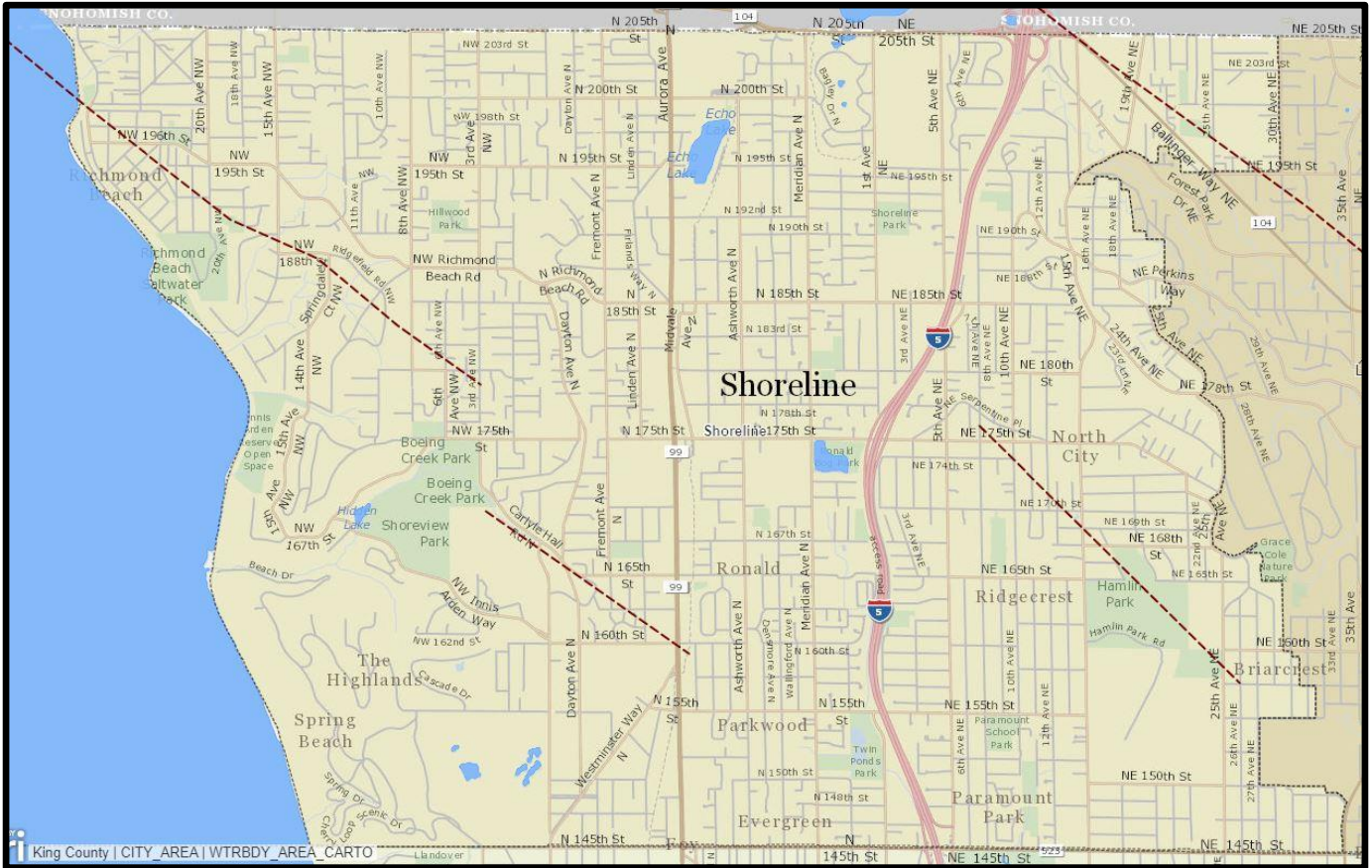


Figure 3: Active Faults in Shoreline (map source King County Hazard and Vulnerability ArcGIS)

Plan Update Process

The Shoreline Hazard Mitigation Plan is held in the Office of Emergency Management. The Emergency Manager is the lead on the update process. As there was a change in the Emergency Manager position in Shoreline in early 2018 and others have left the organization since the last update that may have been involved in the process between 2015 and 2018, there may be some information that was not available.

The new Emergency Manager evaluated the previous Hazard Mitigation Annex as part of his onboarding process. The plan was compared to other regional plans and evaluated for content. The Emergency Manager discussed the plan with a variety of departments within the city in preparation for the update process.

In April of 2019, Emergency Manager, Jason McMillan met with Derrick Hiebert, Hazard Mitigation Strategist for King County Emergency Management to discuss the update process.

Following this meeting, an update process was established to include meetings with pertinent city departments and the public for input. All of these actions occurred between April and September of 2019.

A social media post was placed as a pinned post on the Shoreline Office of Emergency Management Facebook page in an attempt to gather input from the public. Facebook has been a reliable source of information from residents during previous events and incidents so it was hoped that there would be a large response. Unfortunately, there were no responses to the pinned post. Facebook was used as an advertising medium for the plan update process.

In May of 2019 an online survey was launched. The survey asked questions pertaining to hazards in the city, number of incident occurrences experienced by residents and impacts of events in specific neighborhoods. The survey remained open until September. The survey was presented to the public through social media posts and the only local media outlet. 20 residents and one business owner responded to the survey.

When asked if they were very concerned, somewhat concerned or not concerned about the impact of disasters in their neighborhoods, 45% responded that they were somewhat concerned. 40% were very concerned and 15% were not at all concerned. The top three hazards of concern were earthquakes, winter/severe storms and power outages. Power outages were included separately since they may occur as a result of a variety of incidents. Of least concern were landslides, tsunamis and flooding with less than 5% considering any of the three to be major threats to their neighborhoods.

None of those that answered the poll reported that they were in a floodplain or flood threat area. Only 2 of those polled have flood insurance.

When asked to rate the top three methods of reducing impacts from hazards, 86% agreed that preparedness and coordination was the most important mitigating action. 78% said that education and awareness activities were second on the list and 59% placed local planning and regulations in third place.

77% of those taking the poll stated that they had no suggestions for projects that may protect their community from the impacts of hazards. 22% said that they did have ideas for projects that may help protect the community. The ideas given were:

- Reach people who are non-English speaking through churches, schools, and other community programs they might be attending.
- Emergency planning workshops similar to [another local organization] the half day classroom model that introduces citizens to fire extinguishers, sanitation, and the Shoreline post-disaster communication plan. It is also helpful to introduce citizens to the Comprehensive Emergency Plan, and their role in recovery from a disaster.
- Information, planning and preparation are the best ways to protect our communities.

A public meeting was held to discuss the Hazard Mitigation Plan and the update process. The meeting was held at Shoreline City Hall on August 21, 2019 and was advertised through social media and the local media outlet. Only 4 residents came to the meeting. Those that came to the meeting were given a printed copy of the online survey so they could provide their input.

When answering the printed surveys, the answers given by those in attendance aligned closely with the answers given by those that responded online.

A meeting was held with the various city departments that were involved in the previous update on August 14, 2019. The previous plan was reviewed and the goals and actions listed in that plan were discussed. The results of that meeting are included as the 2020 strategies later in this plan.

Additional meetings were held with John Featherstone from the Surface Water Utility and Heather Maiefski from Planning and Community Development to clarify strategies and update the city’s Flood Insurance Program Compliance information.

Information for the plan update was gained from a variety of resources including information gained from the King County Hazard Mitigation Plan, United States Geological Survey, Center for Disease Control, King County Health Department, United States Census Bureau and the United States Fire Administration, among others.

Jurisdiction Planning Team

NAME	TITLE	ORGANIZATION	CONTRIBUTION
Jason McMillan	Emergency Manager	Emergency Management, City of Shoreline	Project lead
Randy Witt	Director, Public Works	Public Works, City of Shoreline	Contributor
Ray Allshouse	Building Official	Planning and Community Development, City of Shoreline	Contributor
Tricia Juhnke	City Engineer	Public Works, City of Shoreline	Contributor
John Featherstone	Surface Water Utility Manager	Public Works, City of Shoreline	Contributor
Lance Newkirk	Utility and Operations Manager	Public Works, City of Shoreline	Contributor
Robert Crozier	Code Enforcement and CRT Supervisor	City Manager’s Office, City of Shoreline	Contributor
Heather Maiefski	Assistant Planner	Planning and Community Development, City of Shoreline	Contributor
Colleen Kelly	Manager, Community Services Division	Community Services Division, City of Shoreline	Contributor, Reviewer
Clayton Putnam	Wastewater Specialist/Inspector	Ronald Wastewater District	Contributor
Noel Hupprich	Development Review and Construction Manager	Public Works, City of Shoreline	Contributor
Rachael Markle	Director, Planning and Community Development	Planning and Community Development, City of Shoreline	Contributor

Autumn Salamack	Environmental Services Coordinator	Community Services Division, City of Shoreline	Contributor
Victoria Alie	Administrative Assistant, Community Services Division	Community Services Division, City of Shoreline	Contributor, Reviewer

Public Outreach

The Shoreline Office of Emergency Management attempted to gain public involvement and input on the plan update process. Most of the attempts to engage the public were met with disappointing results. This may be due to the public’s unfamiliarity with hazard mitigation practices and goals. Prior to the next update, the Shoreline Office of Emergency Management will make a concerted effort to educate the public on the various plans associated with emergency management.

Public Outreach Events

EVENT	DATE	SUMMARY	ATTENDEES
Facebook Outreach	04/22/2019	Residents were asked to provide input via Facebook. They were provided the same questions as would later appear in the online survey.	Nobody responded to the request for input.
Online survey launched	05/2/2019	An online survey was launched via SurveyMonkey. The survey remained active until September 1, 2019. The survey consisted of 11 questions. Notice of the survey was made via local media outlet and social media as well as during public presentations performed by Shoreline Office of Emergency Management.	21 responses were captured.
Public Outreach – Celebrate Shoreline	8/17/2019	Materials were handed out to invite the public to the upcoming meeting. Residents were also asked questions relevant to the plan update at the event.	General public attending the event.
Public meeting	8/21/2019	A public meeting was held to present the highlights of hazard mitigation planning and to engage the public in the process.	4 residents came to the meeting.

Jurisdiction Hazard Mitigation Program

Hazard mitigation strategies were developed through a two-step process. The City of Shoreline met with an internal planning team to identify a comprehensive range of mitigation strategies. These strategies were then prioritized using a process established at the county level and documented in the base plan.

Each city department that has submitted a strategy plan will continue to work towards progress on that strategy. This includes advocacy for budget allocations, workload assignments, and grant applications that support accomplishment of those strategies.

Plan Monitoring, Implementation, and Future Updates

King County leads the mitigation plan monitoring and update process and schedules the annual plan check-ins and bi-annual mitigation strategy updates. Updates on mitigation projects are solicited by the county for inclusion in the countywide annual report. As part of participating in the 2020 update to the Regional Hazard Mitigation Plan, every jurisdiction agrees to convene their internal planning team at least annually to review their progress on hazard mitigation strategies and to update the plan based on new data or recent disasters.

As part of leading a countywide planning effort, King County Emergency Management will send to planning partner any federal notices of funding opportunity for the Hazard Mitigation Assistance Grant Program. Proposals from partners will be assessed according the prioritization process identified in this plan and the county will, where possible, support those partners submitting grant proposals. This will be a key strategy to implement the plan.

The next plan update is expected to be due in April 2025. The county will lead the next regional planning effort, beginning at least 18 months before the expiration of the 2020 plan.

This continued participation of the City of Shoreline in the county led update process will be contingent upon a review of the Hazard Mitigation Plan update process review prior to the 2023 Letter of Intent submission due date and will only be submitted if it is in the best interests of the residents of the City of Shoreline.

Continued Public Participation

The City of Shoreline maintains substantial public outreach capabilities, focusing on personal preparedness, public education and training. Information on ongoing progress in implementing the hazard mitigation plan will be integrated into public outreach efforts. This will provide Shoreline residents, already engaged in personal preparedness efforts, with context and the opportunity to provide feedback on the county's progress and priorities in large-scale mitigation.

Plan Goals

1. Access to Affordable, Healthy Food
2. Access to Health and human Services
3. Access to parks, and Natural Resources
4. Access to Safe and Efficient Transportation
5. Affordable, Safe, Quality Housing
6. Community and Public Safety
7. Early Childhood Development
8. Economic Development
9. Equitable law and Justice
10. Equity in Government Practices
11. Family Wage jobs and job Training
12. Healthy Built and Natural Environments
13. Quality Education

Hazard Mitigation Authorities, Responsibilities, and Capabilities

Plans

PLAN TITLE	RESPONSIBLE AGENCY	POINT OF CONTACT	RELATIONSHIP TO HAZARD MITIGATION PLAN
Comprehensive Plan	Planning and Community Development	Heather Maiefski	Guidance for land use and development
Comprehensive Emergency Management Plan	Shoreline Office of Emergency Management	Jason McMillan	Referenced in Annex and Mitigation Strategies
Transportation Improvement Plan	Transportation Services/Public Works	Nytasha Walters	Guidance for related strategies
Surface Water Master Plan	Surface Water Utility/Public Works	John Featherstone	Guidance for related strategies
2019-2020 Biennial Budget	Administrative Services	Sara Lane	Guidance for financial availability for strategies
2019 – 2024 Capital Improvement Plan	Administrative Services	Sara Lane	Guidance for identifying and prioritizing projects

Programs, Policies, and Processes

PROGRAM/POLICY	RESPONSIBLE AGENCY	POINT OF CONTACT	RELATIONSHIP TO HAZARD MITIGATION PLAN
Building Codes	Planning and Community Development	Ray Allshouse	Building code enforcement
Emergency Management Program	Shoreline Office of Emergency Management	Jason McMillan	Plan Coordination/Primary POC
Critical Areas Ordinance	Planning and Community Development	Heather Maiefski	Planning regulations
StormReady	Shoreline Office of Emergency Management	Jason McMillan	Ensures Shoreline can respond to severe weather events
Fire Codes	Fire	Shoreline Fire Marshal	Planning regulations
National Flood Insurance Program	Planning and Community Development	Heather Maiefski	Development regulations

Entities Responsible for Hazard Mitigation

AGENCY/ORGANIZATION	POINT OF CONTACT	RESPONSIBILITY(S)
Public Works	Randy Witt	Management of public works projects
Planning and Community Development	Heather Maiefski	Implementation of relevant strategies
Planning and Community Development	Ray Allshouse	Implementation of relevant strategies
Office of Emergency Management	Jason McMillan	Hazard Mitigation Plan management, implementation of relevant strategies
Public Works/Surface Water	John Featherstone	Implementation of relevant strategies
Environmental Services	Autumn Salamack	Implementation of relevant strategies

National Flood Insurance Program

National Flood Insurance Program Compliance

What department is responsible for floodplain management in your community?	Planning and Community Development
Who is your community's floodplain administrator? (title/position)	Assistant Planner, Heather Maiefski
What is the date of adoption of your flood damage prevention ordinance?	08/2012
When was the most recent Community Assistance Visit or Community Assistance Contact?	3/2019
Does your community have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are?	No
Do your flood hazard maps adequately address the flood risk within your community? If so, please state why.	Yes. At risk areas are identified.
Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of training/assistance is needed?	Yes. Any ongoing training to support program mission.
Does your community participate in the Community Rating System (CRS)?	Yes.
How many Severe Repetitive Loss (SRL) and Repetitive Loss (RL) properties are located in your jurisdiction?	SRL: 0 RL: 1
Has your community ever conducted an elevation or buy out of a flood-prone property? If so, what fund source did you use? If not, are you interested in pursuing buyouts of flood prone properties?	No

Hazard Mitigation Strategies

2015 Hazard Mitigation Strategy Status

STRATEGY	DESCRIPTION	PRIORITY	STATUS
Maintain compliance and good standing under the National Flood Insurance Program	This will be accomplished through the implementation of floodplain management programs that, at a minimum, will meet the minimum requirements of the NFIP.	Moderate	Ongoing
The City of Shoreline City Hall facility, which is approximately 4 years old, doesn't have an alternate power supply.	The City will be researching funding opportunities and will endeavor to have an alternative power supply in place by 2016.	High	Completed
Perform public education outreach to our neighborhoods using the Map Your Neighborhood" tool so ensure communities can take care of themselves and those who live around them during a disaster event.	<ul style="list-style-type: none"> • Work with the Neighborhood Associations • Utilize CERT members to assist in this outreach • Use materials from the "What to Do to Make it Through" and "Take Winter by Storm" Campaigns. • Identify those homes within the neighborhoods that have vulnerable or isolated populations living in them, specifically the Adult Family Homes and Boarding Homes. • Utilize Social Media and Emergency Alert Systems to communicate preparedness and emergency messaging 	Moderate	Ongoing
Ensure operational readiness of the Emergency Operations Center and establish the backup EOC in a new location at the Washington State Public Health Lab.	<ul style="list-style-type: none"> • Identify technologies that will support communications internally and externally at the EOC • Reduce the noise level in the EOC by moving the Communications Team to a new location and researching sound proofing technologies. • Establish a floor plan, communications plan, and technology issues for the back-up EOC • Activate the EOC at least once a year for an exercise and activate the back-up EOC once it is established at least every 2 years. 	High	Partially Completed/Ongoing
Salt Water Park Pedestrian Bridge Repair – replacing the	This bridge is the only way to access the beach and it crosses the Burlington Northern Railroad lines.	High	Completed

decking and improving the structural integrity of the only access to Richmond Salt Water Beach Park.			
Storm water pipe replacement program – replace aging storm water infrastructure throughout the city.	Storm pipes throughout the city are in need of evaluation and possible replacement.	Moderate	Ongoing
Surface Water Basin Planning	Identify drainage, water quality, and habitat issues within specific drainage basins, and prioritize mitigation strategies.	Moderate	Completed initial round of City-wide basin planning
City of Shoreline will consider participating with Community Rating Systems for communities who participate in the National Flood Insurance Program (NFIP).	Look into advantages and disadvantages of participating in the CRS and format plan to implement program.	Low	Ongoing
Study the feasibility of replacing the aging Hidden Lake bridge on 10th Ave NW that is built on a ravine.	Bridge structural sufficiency rating is at a point that will require replacement soon.	Moderate	Completed
Begin implementing strategies identified in the City of Shoreline Climate Action Plan.	Review strategies developed for the CAP and include in planning and mitigation actions as deemed relevant.	Moderate	Ongoing
Require new development to be designed and constructed to reduce or eliminate flood damage by requiring use of Low Impact Development techniques as required under the existing City Code.	Continue to execute program.	Moderate	Ongoing
Implement updated international building and residential codes.	N/A	High	Ongoing
Where appropriate, support retrofitting, purchase, or relocation of structures located in hazard-prone areas to protect structures from	N/A	Moderate	Ongoing

future damage, with properties with exposure to repetitive losses as a priority.			
Continue to support the county-wide initiatives identified in this plan.	N/A	Low	Ongoing
Actively participate in the plan maintenance strategy identified in this plan.	Actively participate in process when plan comes up for renewal in 2020.	Moderate	Ongoing
Integrate the Mitigation Plan findings into planning and regulatory documents and programs.	Plan for implementation of strategies developed based on Mitigation Plan.	Moderate	Ongoing

2020 Hazard Mitigation Strategies

STRATEGY	LEAD AGENCY/POC	TIMELINE	PRIORITY
Ensure Community Resilience	Emergency Management/Jason McMillan	Public education measures are being reviewed and the Ready Shoreline program should be deployed by the beginning of 2020.	High
Ensure operational readiness of the Emergency Operations Center	Emergency Management/Jason McMillan	Funding being sought for EOC maintenance and upgrades. Location for alternate EOC being sought with the intention of securing location by end of 2020.	High
Implement strategies identified in the City of Shoreline Climate Action Plan.	Environmental Services Coordinator/Autumn Salamack	Projects are being discussed and items identified for possible implementation to begin in 2020.	Moderate
Implement updated international building and residential codes.	Building Official/Ray Allshouse	As international codes are updated	High
Reduce possible flooding impacts to vulnerable areas	Surface Water/John Featherstone	Projects have been identified and are planned for various stages of progress over the next 5 years	Moderate

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Award an Option to Lease the City Owned 198 th Property to Catholic Housing Services of Western Washington for Affordable Housing and Supportive Services
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Nathan Daum, Economic Development Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input type="checkbox"/> Discussion

PROBLEM/ISSUE STATEMENT:

At the direction of the City Council, the City entered into a partnership with King County to develop a request for affordable housing proposals on City-owned property located at N 198th Street and Aurora Avenue N (Attachment A), the majority of which is surplus property from the Aurora Corridor Project. A competitive process selected Community Psychiatric Clinic (CPC) as the housing owner and service provider. In 2019, CPC merged into another nonprofit behavioral healthcare entity, Sound, and is no longer available to provide that role. Catholic Housing Services of Western Washington (CHS), the development consultant selected for the project, has stepped in to the leadership role and will be the owner/operator of the housing.

In order to secure the necessary approval for King County funding to be redirected from CPC to CHS, CHS requires a lease option as evidence of site control by June 30, 2020. The proposed lease option is attached to this staff report as Attachment B. City Council approval is needed to authorize the City Manager to award this lease option to the selected project team.

RESOURCE/FINANCIAL IMPACT:

Tax Parcel #222730-0025 was purchased for \$1,043,200 and Tax Parcel #222730-0030 was purchased for \$1,043,200, for a total of \$2,086,400. These two properties were purchased using federal grant money for the Aurora Corridor Project in 2012. Tax Parcel #222730-0036, purchased for \$225,000 in 2015, was acquired to create a more buildable assemblage when the City was approached by the owners with a compelling offer.

The lease option provides that the City and CHS would enter into a long-term 99-year lease at a rate of one dollar (\$1.00) per year. Staff estimates that the total market value of the three parcels could be at least \$2.0 million.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to award the option to lease the City owned parcels at 198th and Aurora to Catholic Housing Services of Western Washington for the purposes of developing and operating affordable housing and supportive services.

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

BACKGROUND

The City owns three parcels of property (Tax Parcels #222730-0025, #222730-0030, and #222730-0036), with a total area of 34,360 square feet at the northeast corner of Aurora Avenue N and N 198th Street. The three parcels together are known as the 198th Property and were bought as part of the Aurora Corridor Project (Attachment A).

Once the Aurora Corridor Project was complete, the City determined it would no longer need these parcels. During the August 8, 2016 meeting, Council discussed what to do with the 198th Property, including leasing the property to a third party. Council directed staff to investigate using the property for affordable housing. The staff report for this discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport080816-9a.pdf>.

During the March 6, 2017 meeting, Council discussed a massing study to determine the potential of the site as well as a King County Department of Community and Human Services Development Concept. King County also presented on the potential RFP process to select an affordable housing developer and onsite service provider. The staff report for this discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport030617-8a.pdf>.

King County subsequently conducted the RFP process and chose Community Psychiatric Clinic (CPC) to develop and manage the apartment building with Catholic Housing Services of Western Washington (CHS). The City Council was briefed on what was now called the 198th Affordable Housing Project at the September 24, 2018 Council dinner meeting. This included meeting and hearing from representatives of both CPC and CHS. The memo for this discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/dinner/092418Dinner.pdf>.

During the January 14, 2019 Council meeting, Council authorized the City Manager to provide an option to lease the property in order to allow the project owner at the time, CPC, to move into the financing phase. The staff report for this decision can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport011419-8a.pdf>.

Following this Council action in 2019, CPC merged into another nonprofit behavioral healthcare entity, Sound, and is no longer available to provide that role. CHS has now stepped in to the leadership role and will be the owner/operator of the housing.

The next project deadline is securing the approval to redirect King County Veterans, Seniors and Human Services Levy (VSHSL) capital funding in the amount of \$4,500,000 from CPC to CHS. To do so, CHS needs to provide evidence of control of the site no later than June 30, 2020. Other sources of funding for the project include approximately \$19 million in Low Income Housing Tax Credits secured for the project in

2019 and \$7,917,086 of equity invested by CPC in the form of sales proceeds from an affordable housing property known as Harbor House. Construction is expected to start in Fall of 2020 and be complete in Winter of 2022.

DISCUSSION

As noted above, in order to secure the King County capital funding, CHS requires a lease option as evidence of site control. The project team's deadline for this submission is June 30, 2020. The proposed lease option from the City is provided as Attachment B.

The duration of the lease option is for one year. The City reserves the right to terminate the lease option with CHS with 30 days notice.

If Council approves the lease option, CHS will have the necessary agreements in place to secure the redirection of needed King County funds to build the project. If Council rejects the lease option, CHS will be ineligible for the King County capital funding. Since the project requires this funding for design and construction, the project will not move forward as currently intended by City Council. Staff therefore recommends that Council approve the lease option with CHS.

COUNCIL GOAL(S) ADDRESSED

This project was initiated in response to the 2018-2020 City Council Goals, specifically: "Goal 1: Strengthen Shoreline's economic climate and opportunities" which stated in Action Step #5:

"Encourage affordable housing development in Shoreline, including continued promotion of the Property Tax Exemption program, *partnership with King County in the development of affordable housing on the City's property at Aurora Avenue and N 198th Street*, and identify opportunities for integration of affordable housing at the future community and aquatic center facility."

RESOURCE/FINANCIAL IMPACT

Tax Parcel #222730-0025 was purchased for \$1,043,200 and Tax Parcel #222730-0030 was purchased for \$1,043,200, for a total of \$2,086,400. These two properties were purchased using federal grant money for the Aurora Corridor Project in 2012. Tax Parcel #222730-0036, purchased for \$225,000 in 2015, was acquired to create a more buildable assemblage when the City was approached by the owners with a compelling offer.

The lease option provides that the City and CPC would enter into a long-term 99-year lease at a rate of one dollar (\$1.00) per year. Staff estimates that the total market value of the three parcels could at least \$2.0 million.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to award the option to lease the City owned parcels at 198th and Aurora to Catholic Housing

Services of Western Washington for the purposes of developing and operating affordable housing and supportive services.

ATTACHMENTS

Attachment A: Parcel map of 198th Property

Attachment B: Proposed Lease Option Agreement

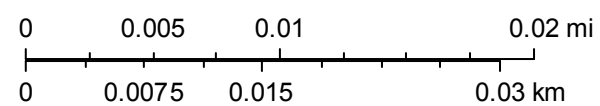
Attachment A



November 15, 2018

1:480

- ⋮ : City Boundary - outline
- Site Address**
- ⊕ Mailable
- ⊖ Location
- Street**
- Outside Shoreline
- Interstate
- Principal Arterial
- Minor Arterial
- Collector Arterial
- Local Primary
- Local Secondary
- ⋮ Tax Parcel



LEASE OPTION AGREEMENT

THIS LEASE OPTION AGREEMENT (“**Lease Option**”) is made and entered into as of the ___ day of _____, 2020 (“**Effective Date**”), by and between THE CITY OF SHORELINE, a Washington municipal corporation (“**City**”), and CHS SHORELINE LLC, a Washington limited liability company, or its successors and assigns (“**CHS**”). The City and CHS are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WITNESSETH:

WHEREAS, the City is the owner of that certain real property located in the City of Shoreline, County of King, State of Washington, identified by King County Tax Parcel Nos. 2227300030, 2227300025, and 2227300036, generally located at the intersection of Aurora Avenue North and North 198th Street, as more particularly described on Exhibit A, attached hereto and made a part hereof, including any improvements thereon (“**Property**”).

WHEREAS, the City purchased in fee simple Tax Parcel Nos. 2227300030 and 2227300025 in 2012, conveyed by Statutory Warranty Deed, and purchased in fee simple Tax Parcel No. 2227300036 in 2015, conveyed by Statutory Warranty Deed.

WHEREAS, the City in partnership with King County, issued a Request for Qualifications (“**RFQ**”) entitled *Affordable Modular Housing at Shoreline 198th Site: Analysis, Financing, and Construction*. The RFQ was a joint solicitation to select a qualified team to develop a system-connected affordable housing project using modular construction methods if feasible (“**Project**”).

WHEREAS, Community Psychiatric Clinic (“**CPC**”) was selected to develop and manage the Project with support from Archdiocesan Housing Authority dba Catholic Housing Services, a Washington nonprofit corporation (“**AHA**”). The City previously granted CPC an option to lease the Property, which option has expired. Subsequent to its selection, CPC decided not to pursue the Project and entered into an agreement with AHA for an affiliate of AHA to develop the Project. AHA formed CHS for the purpose of developing the Project. CHS’s managing member is AHA and AHA will serve as the developer and sponsor of the Project.

WHEREAS, the City is willing to make the Property available to CHS for the development of system-connected affordable housing with support services.

WHEREAS, CHS has received an allocation of low-income housing tax credits from the Washington State Housing Financing Commission to finance the development of the Property as an affordable housing project.

WHEREAS, the City desires to partner with CHS by granting an option to lease the Property to CHS for the development of a “system-connected” affordable housing project with support services.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

A. GRANT OF OPTION.

The City hereby grants CHS the exclusive option to lease the Property upon the terms and conditions set forth herein (“**Option to Lease**”).

B. OPTION TO LEASE.

This Option to Lease shall commence on the Effective Date of this Lease Option and shall expire at midnight three hundred sixty-five (365) consecutive calendar days from the Effective Date (“**Option Period**”).

C. DUE DILIGENCE.

1. CHS’s Obligations:

- a. In order for CHS to determine if it will exercise the Option to Lease during the Option Period, CHS and its authorized contractors, employees, agents, representatives and engineers require entry upon the Property during regular business hours to perform such tests (environmental or otherwise), examinations, an ALTA/ACSM survey in accordance with the requirements of CHS, investigations, and feasibility studies which CHS may deem necessary (collectively, the “**Due Diligence Activities**”). For the purpose of this section, regular business hours are Monday through Friday, 8 am to 5 pm Pacific Local Time, not including City-recognized holidays. To accomplish these Due Diligence Activities, the Parties fully executed a Limited Right of Entry Agreement on May 6, 2020.
- b. CHS shall have two hundred forty (240) consecutive calendar days from the Effective Date to perform any and all Due Diligence Activities on the Property it deems necessary (the “**Due Diligence Period**”).
- c. CHS shall not perform any Due Diligence Activities prior to the Effective Date of this Lease Option.
- d. CHS shall comply with all applicable local, state, and federal laws, rules, and ordinances applicable to the Due Diligence Activities, including obtaining, at its own cost, any necessary permits.
- e. CHS shall ensure that during the term of this Lease Option that the Due Diligence Activities do not present trip, fall, or other hazards on the Property.
- f. At least seventy-two (72) hours prior to entering upon the Property, CHS,

or a representative of CHS, shall provide the City, either in writing or by phone or email, notice of the date and time of entry. At this same time, CHS, or a representative of CHS, shall notify the City as to who will be entering upon the Property and which Due Diligence Activities will be performed.

- g. CHS shall exercise due care while performing any and all Due Diligence Activities so as not to cause waste or damage to the Property. At the completion of the Due Diligence Activities, CHS shall remove any equipment and personal property used in connection with the Due Diligence Activities and shall restore the Property to the same or better condition that existed as of the Effective Date.
- h. CHS shall be responsible for any damages caused by the acts and/or omissions of the CHS while on the Property in connection with the Due Diligence Activities, unless solely caused by the negligence or willful misconduct of City or any of its elected officials, officers, employees, agents or volunteers. CHS and its authorized contractors, employees, agents, representatives and engineers shall indemnify and hold the City and its elected officials, officers, employees, agents, volunteers, successors, and assigns harmless from, and defend the City against, any and all losses, damages, costs, penalties, expenses, liabilities, judgments, liens, suits, claims, or demands relating to or arising out of the Due Diligence Activities conducted on the Property, except to the extent caused by the negligence or willful misconduct of City or any of its elected officials, officers, employees, agents or volunteers. This obligation shall survive the termination of this Lease Option.

2. City's Obligations:

- a. The City will ensure that CHS is granted access to the Property at the scheduled time(s) that the Due Diligence Activities will be performed. However, the City reserves the right to limit, deny, or reschedule access if, in the City's sole discretion, access would jeopardize the safety and security of City employees or the general public or would unreasonably interfere with a City project.
- b. Within thirty (30) calendar days of the Effective Date, the City will deliver to CHS, copies of all surveys, reports, tests, plans, and studies, if any, pertaining to the Property which the City possesses or has previously obtained. The City makes no representations or warranties as to the accuracy of any surveys or reports which it may deliver to CHS.

D. OPTION TO LEASE.

1. Exercising of Option to Lease.

- a. The Option to Lease may be exercised at any time during the Option Period by written notice to the City delivered as provided in Section F

Notices.

- b. As soon as reasonably practicable after exercising the Option to Lease but prior to the issuance of any building or development permits for the Project, the Parties shall enter into a lease agreement, the terms and conditions of which shall be mutually agreed to by the Parties, provided, the lease agreement shall, at the minimum, contain the following terms:
- i. Rent. Rental payments for the Property shall be one and no/100 Dollars (\$1.00) per year subject to applicable leasehold excise tax as authorized RCW 82.29A.040 and Chapter 3.25 of the Shoreline Municipal Code.
 - ii. Term. The term of the lease agreement shall be ninety-nine (99) consecutive years from the date of full execution of the lease agreement.
 - iii. Improvements. The lease agreement shall permit the construction of multifamily housing with support services affordable to households earning no more than 80 percent of the area median income (“AMI”) for King County, Washington, with preference for households earning no more than 50 percent of the AMI for King County. The cost of construction and maintenance for all improvements shall be the sole responsibility of CHS.
 - iv. Condition of Property. The lease agreement shall provide that the CHS accepts the Property “as is, where as” and that the City has no obligation to remedy any physical or environmental conditions of the Property so as to accommodate CHS’s improvements.

2. Intent Not to Exercise Option to Lease.

At any time prior to the expiration date of the Option Period, the CHS may deliver written notice to the City of CHS’s intent not to exercise the Option to Lease as provided in Section F Notices.

3. Failure to Act.

If CHS fails to exercise the Option to Lease or to send notice of its intent not to exercise the Option to Lease as provided in this Section then, this Lease Option shall terminate at the end of the Option Period set forth in Section B and shall have no further force and effect except, however, that such termination shall not amend, alter, or modify the rights and obligations of the Parties under Section D(1)(h) hereof, the terms of which shall survive the termination of this Lease Option.

4. City’s Right to Terminate.

The City reserves the right to terminate this Lease Option for cause upon thirty (30) calendar days written notice to CHS as provided in Section I Notices.

5. Responsibility for Costs.

- a. Regardless of whether CHS exercises the Option to Lease, sends notice of its intent not to exercise the Option to Lease, or fails to act, CHS remains solely liable for all costs and expenses incurred by it in making the determination whether or not to exercise the Option to Lease.
- b. The City shall not be entitled to any monetary compensation if CHS determines not to exercise the Option to Lease or fails to exercise the Option to Lease.

E. INSURANCE.

1. CHS shall procure and maintain the following insurance coverage during the term of this Lease Option:

Commercial General Liability. CHS agrees that it will, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. A Certificate of Insurance will be provided by CHS indicating that the City is included as an Additional Insured on the policy(ies) and CHS shall provide thirty (30) calendar days prior written notice to the City of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy.

2. CHS shall require its contractors, agents, representatives, and engineers to maintain the same coverage during the period of time the contractor, agent, representative, or engineer is performing work or services on behalf of CHS in relationship to the Property.

F. NOTICES.

Any notice required under this Lease Option 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 U.S. mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Nathan Daum
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2218 Email ndaum@shorelinewa.gov

Chris Jowell
CHS Shoreline LLC c/o Catholic Housing Services
100-23rd Avenue S.
Seattle, WA 98144
Email ChrisJ@ccsww.org

G. MISCELLENEOUS

1. **Nondiscrimination – Federal.**

During the performance of this contract, CHS, for itself, its assignees and successors in interest agrees as follows:

- a. Incorporation of Provisions – CHS shall include the following provisions of paragraphs (b) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. CHS shall take such action with respect to any sub-contractor or procurement as the City or the United States Department of Transportation (USDOT) may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event CHS becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CHS may request the Washington State Department of Transportation (WSDOT) enter into such litigation to protect the interests of the state and, in addition, CHS may request that USDOT enter into such litigation to protect the interests of the United States.

- b. Compliance With Regulations – CHS shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of USDOT, Title 49, Code of Federal Regulations, Part 21, as these regulations may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Lease Option.
- c. Nondiscrimination – CHS, with regard to the work performed by it during the Lease Option, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. CHS shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5

of the Regulations, including employment practices if the Lease Option covers a program set forth in Appendix B of the Regulations.

- d. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by CHS for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by CHS of the contractor’s obligations under this Lease Option and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- e. **Information and Reports** – CHS shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- f. **Sanctions for Noncompliance** – In the event of CHS’s noncompliance with the nondiscrimination provisions of this Lease Option, the City shall impose such contractual sanctions as it or the USDOT may determine to be appropriate, including, but not limited to cancellation, termination, or suspension of the Lease Option, in whole or in part.

2. Nondiscrimination – State of Washington.

In hiring or employment made possible or resulting from this Lease Option, there shall be no unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

3. Governing Law and Venue.

This Lease Option 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 Lease Option shall be King County Superior Court.

4. Public Records.

The City is a public agency subject to Washington’s Public Records Act, chapter 42.56 RCW, and all records produced by either Party in connection with this Lease Option 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 or a court order precluding disclosure has been issued, the City must disclose the record to the requestor.

5. Severability.

Any provision or part of this Lease Option 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 CHS, who agree that the Lease Option 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.

6. Entire Agreement.

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

7. Captions.

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

8. Counterpart Originals.

This Lease Option 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.

9. Authority to Execute.

Each person executing this Lease Option on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Lease Option 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 Lease Option and to undertake the actions contemplated herein and that this Lease Option is enforceable in accordance with its terms.

Signatures on following Page


This Lease Option Agreement is executed by:

CITY OF SHORELINE

CHS SHORELINE LLC

By: Archdiocesan Housing Authority
Its: Manager

By: _____
Name: Debbie Tarry
Title: City Manager
Date: _____

By:  _____
Name: Chris Jowell
Title: Agency Director and Vice President
Date: 5.28.2020

Approved as to form:

By: _____
Attorney for City of Shoreline

Exhibit A
City of Shoreline Property

Tax Parcel 2227300025

Lot 5, Echo Lake Park, according to the plat thereof recorded in Volume 23 of Plats, page 8, records of King County, Washington.

Tax Parcel 2227300030

Lot 6, Echo Lake Park, according to the plat thereof recorded in Volume 23 of Plats, page 8, records of King County, Washington.

Tax Parcel 2227300036

South 150 feet of tract seven (7), Echo Lake Park, according to plat thereof recorded in Volume 23 of Plats, page(s) 8, records of King County, Washington.

All parcels are subject to:

All easements, restrictions, reservations, covenants, rights, and agreements of record.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Lease Agreement with New Cingular Wireless PCS, LLC for Continued Use of Portions of Hamlin Park for Wireless Transmission Facilities
DEPARTMENT:	City Attorney's Office
PRESENTED BY:	Julie Ainsworth-Taylor
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In 2005, the City of Shoreline entered into a Lease Agreement with New Cingular Wireless PCS, LLC (City Clerk Receiving No. 3332) to allow for a 216 square foot portion of Hamlin Park to be utilized for a wireless transmission facility (antenna arrays) and support equipment. The antenna arrays are located on a light pole at the ball field and the rent was originally for \$12,000 per year with nominal increases annually based on an escalator and some facility expansions. The Lease has also been extended as provided by the original terms. Currently, the Lease Agreement is set to expire on June 17, 2020. For more than two years, staff has negotiated a new Lease Agreement with New Cingular Wireless PCS based on current market conditions.

Pursuant to Shoreline Municipal Code (SMC) Section 2.60.090(B), the City Council must approve a lease in excess of one (1) year or when the consideration (rent) exceeds \$50,000 per year. While the rent does not exceed the SMC's stated amount, the term of the lease does. Therefore, City Council approval and authorization for the City Manager to execute the Lease is required. Tonight, staff is requesting City Council authorization of a new Lease Agreement with New Cingular Wireless PCS for these existing wireless transmission facilities and support equipment.

Staff has negotiated a new Lease Agreement, a draft of which is attached to this staff report as Attachment A. The key features of this new Lease Agreement are as follows:

1. Lease rate based on a current market appraisal resulting in a Base Rent decrease to \$15,600 per year (\$1,300 per month) plus 12.84% leasehold excise tax with the potential for revenue sharing. The prior rent was \$1,971.94, including tax, with no revenue sharing.
2. Annual increases in Base Rent will be a standard two percent (2%) rather than based on inflation rates.
3. Revenue sharing for each new tenant that sublets from New Cingular; the City will negotiate a share of the revenue. This is second time revenue sharing has been included in the City's wireless facilities leases.

4. Initial term of five (5) years with up to three (3) successive five (5) year terms, for a maximum lease term of 20 years.

RESOURCE/FINANCIAL IMPACT:

The revenue generated from this Lease Agreement for this portion of Hamlin Park would be \$15,600 in the first year of the lease term. This base rent will be increased in subsequent years in an amount equal to two percent (2%) of the Base Rent of the previous year. Additional revenue may be generated if New Cingular sublets some of the pole space to other wireless providers. If this occurs, the City and New Cingular are to negotiate the additional amount the City will be entitled to receive.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to execute the Lease Agreement with New Cingular Wireless PCS, LLC for a portion of Hamlin Park for the continued use of the site for wireless transmission facilities in a form acceptable to the City.

ATTACHMENTS:

Attachment A – DRAFT Telecommunications Facilities Lease Agreement

Approved By: City Manager **DT** City Attorney **JA-T**

TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT

THIS TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT is made as of the date of the final signature below, by and between CITY OF SHORELINE, a municipal corporation of the State of Washington (“Shoreline”) and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (“Lessee”), (collectively referred to herein as the “Parties” and each individual as a “Party).

RECITALS

WHEREAS, Shoreline is the owner of real property know as Hamlin Park a public park, King County Tax Parcel Nos. 1626049083 and 0926049017; and

WHEREAS, in 2005, Shoreline and Lessee entered into a telecommunications facilities lease agreement, referenced by City Clerk Receiving No. 3332 for a portion of King County Tax Parcel No. 1626049083; and

WHEREAS, as authorized by Shoreline Permit No. 105939 and Right-of-Way Use Permit No. 107677, Lessee constructed telecommunications facilities on a portion of Shoreline’s Hamlin Park, referenced by Lessee’s Site Name SA91 (SA1171) and Site ID 10042374; and

WHEREAS, in 2011, modifications to the telecommunication facilities were authorized by Shoreline Permit No. 117283, and in 2018, modifications were approved via Shoreline Permit WTF18-1225; and

WHEREAS, in 2010, Shoreline Right-of-Way Site Permit 116166 was issued, authorizing the installation of a utility value and trenching within the parking lot for Hamlin Park and 25th Avenue NE;

WHEREAS, pursuant to Shoreline Municipal Code (SMC) 12.15.030(C), underground use of the right-of-way requires the payment of a periodic use fee except when a utility pays a utility tax pursuant to SMC 3.32.030 and is permitted only for five (5) years; Permit 116166 expired on December 15, 2015, a new Site Permit was not obtained by Lessee; and

WHEREAS, the 2005 lease agreement was last amended in 2018, referenced by City Clerk Receiving No. 3332.03; and

WHEREAS, the 2005 lease agreement, as amended, will expire on June 17, 2020 and Lessee desires to continue leasing a portion of Hamlin Park for telecommunication purposes; and

WHEREAS, continuing to lease a portion of Hamlin Park to Lessee is not detrimental to the use and enjoyment of Hamlin Park by Shoreline residents and visitors and will provide income to Shoreline for such use.

LEASE AGREEMENT

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties mutually agree as follows:

I. DEFINITIONS.

Except when a specific definition is provided for in this Lease Agreement words and phrases will be given their usual meaning. In addition to specific definitions contained within this Lease Agreement, the following words and phrases shall have the following meanings:

“**Commencement Date**” means June 18, 2020.

“**Day**” or “**Days**” means a calendar day. If the deadline for any required action should fall on a Saturday, Sunday, or legally-recognized holiday, then it is excluded and the next succeeding calendar day which is neither a Saturday, Sunday, nor legal holiday shall be the deadline.

“**Shoreline Municipal Code**” (SMC) means the City of Shoreline’s codified rules and regulations. Any reference to the SMC is to the SMC as it exists at the time of Lease execution or as hereinafter amended.

“**Telecommunications facilities**” means the equipment and personal property, including but not limited to, cables, wires, conduits, ducts, pedestals, antennas, towers, electronics, equipment storage structures and other appurtenances used or to be used to transmit, receive, distribute, provide, house or offer telecommunications services.

“**Telecommunications service**” means the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit of any closed transmission medium.

II. SHORELINE HAMLIN PARK PROPERTY.

The property of interest in this Lease Agreement is a portion of a city-owned park commonly referred to Hamlin Park, situated in the City of Shoreline, King County, Washington. Hamlin Park is comprised of two (2) tax parcels, King County Tax Parcel Nos. 1626049083 and 0926049017. Exhibit A denotes the general location of the Property and provides the legal description for Parcel No. 1626049083, hereinafter the “Property”.

III. TELECOMMUNICATION FACILITIES.

Telecommunication facilities were located on the Property after the execution of a lease agreement in 2005. The constructed facilities include a 97 foot antenna/sports lighting monopole, antenna arrays,

equipment shelters, cabinets, and related improvements incidental to the provision of telecommunication services along with security fencing and landscaping (collectively the “Improvements”).

IV. LEASED PREMISES.

- A. Lessee desires to lease from Shoreline certain portions of the Property for the continued location and operation of the existing Improvements and to provide for the potential expansion of the Improvements.
- B. Shoreline hereby leases that portion of the Property consisting of a parcel of land approximately 12 feet by 18 feet as described in and depicted on the site plan attached hereto as Exhibit B (the “Leased Premises”) which identifies the boundaries of and facilities within the Leased Premises.

V. LEASE TERM.

- A. Effective as of the Commencement Date, Shoreline leases the Leased Premises to Lessee for a period of five (5) consecutive years (“Initial Term”).
- B. Unless the Lessee has notified Shoreline in writing of the Lessee’s intent not to renew this Lease Agreement at least ninety (90) calendar days prior to the expiration of the current term or provided that Lessee is not in default or violation of any of its obligations hereunder, then upon expiration of the Initial Term, this Lease Agreement will automatically extend for three (3) successive additional five (5) year terms (“Renewal Terms”) upon the same terms and conditions as contained herein, except that during any Renewal Term the total number of Renewal Terms allowed shall be deemed to be reduced by the total number of completed Renewal Terms.
- C. The maximum Lease Term of this Lease Agreement is twenty (20) consecutive years unless this Lease Agreement is terminated pursuant to the provisions set forth in Section XVI.

VI. RENT.

- A. Beginning on the Commencement Date, Lessee shall pay the amount of \$15,600.00 per year (“Base Rent”) plus a leasehold tax of 12.84% as authorized by Chapter 82.29A RCW and Chapter 3.25 SMC, for a total annual amount of \$17,603.04 (“Rent”). Rent shall be paid by Lessee in equal monthly installments of \$1,466.92 and is due on or before the first day of each calendar month after the Commencement Date.
- B. Payment shall be made to the City of Shoreline, Attn: Accounts Receivable, 17500 Midvale Avenue N, Shoreline, WA 98133-4905.
- C. If Rent is not paid in full on or before the fifth day of each calendar month, then Lessee shall pay to Shoreline a late payment charge equal to ten percent (10%) of the Base Rent, as annually adjusted.
- D. If this Lease Agreement is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than Lessee’s default, all prepaid Rents shall be refunded to the Lessee.
- E. Base Rent shall be increased on each anniversary of the Commencement Date by an amount equal to two percent (2%) of the Base Rent for the previous year.

- F. From time to time, the leasehold tax rate authorized by Chapter 82.29A RCW and Chapter 3.25 SMC may be amended. Upon the effective date of the leasehold tax, Lessee shall be responsible for paying Rent based on the amended leasehold tax amount.

VII. USES AND PURPOSE.

- A. Lessee shall have the use and occupancy of the Leased Premises for the purpose of i) constructing, maintaining and operating the Improvements and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees, so as to provide for the transmission and reception of telecommunication signals in any and all frequencies that Lessee is allowed to use by the Federal Communications Commission Lessee shall be responsible for adherence to all federal, state and local regulations pertaining to the operation of a telecommunications facility.
- B. All Improvements, existing and future, shall be constructed and maintained at Lessee's sole expense. Notwithstanding the foregoing, Lessee shall obtain Shoreline's written consent prior to any material modifications to the Improvements, such consent will not to be unreasonably withheld, conditioned or delayed. Such consent shall not be required for substantially similar or "like for like" modifications.

VIII. RIGHT OF WAY SITE PERMIT.

- A. As required by SMC 12.15.030, Lessee shall obtain a Right-of-Way Site Permit authorizing underground rights for the utilities necessary to provide service to the Leased Premises. Such Site Permit will include underground rights for the Shoreline Hamlin Parking Are adjacent to the Leased Premises.
- B. As provided in SMC 12.15.030(C)(4), if Lessee pays a utility tax pursuant to SMC 3.32.030, no periodic use fee will be required. If Lessee is not required to pay such a fee, than a periodic use fee shall be required.
- C. A Right-of-Way Site Permit may be granted for up to five (5) years. Lessee shall be required to apply for renewal or a new permit prior to expiration of the five (5) year period. Failure of the Lessee to maintain a current and valid Right-of-Way Site Permit is a waiver of SMC 12.15.030(C)(4)'s exemption from the periodic use fee. Lessee shall be responsible for such a periodic use fee for any period of time a valid Right-of-Way Site Permit is not in effect.

IX. ACCESS.

- A. At all times during this Lease Agreement, Shoreline shall provide Lessee reasonable access to the Leased Premises so as to adequately service the Leased Premises and the Improvements. Prior to performing routinely required visits (e.g., quarterly maintenance check, monthly site cleanup, etc.), Lessee shall provide Shoreline with at least two (2) working days' notice.
- B. Lessee further agrees to give Shoreline at least five (5) working days' notice prior to the use of substantial and/or heavy equipment and/or secure a permit for the use of the public right-of-way outside of the Leased Premises that may impact the use of the right-of-way for its intended purposes.
- C. At the time of notification, Lessee will provide a point of contact associated with the project. Notices required pursuant to this Section shall be provided to Shoreline's Right-

of-Way Management Services via email row@shorelinewa.gov; phone 206-391-0266/206-396-3128; or in person at Shoreline City Hall, 17500 Midvale Ave N, Shoreline, WA.

- D. The notice provisions of this Section shall not apply in the event of any emergency where such advance notice cannot be reasonably provided due to the need for Lessee to promptly respond to the emergency. Lessee shall provide notice to Shoreline as soon as reasonably practicable after an emergency event.
- E. Lessee shall be responsible for conducting appropriate background checks of all the authorized individuals in accordance with standard wireless communications industry practices. Lessee authorized individuals visiting the Premises shall be clearly identifiable as authorized individuals of the Lessee either by uniform, identification badge or marked company vehicle.

X. MAINTENANCE OF LEASED PREMISES.

- A. The Lessee shall maintain the Leased Premises, its Improvements, and any permitted expansion of the Improvements in a good and safe condition and in a manner that complies with all applicable federal, state and local requirements. If federal, state, or local regulation requires Lessee to obtain a permit for such maintenance, then the maintenance may only be performed after obtaining any and all required and necessary permits from the governmental agency with jurisdiction.
- B. Lessee shall not permit waste, damage, or injury to the Leased Premises including any Shoreline property, public ways of Shoreline, other ways, such as private roadways, or other property, whether publicly or privately owned, located in, on or adjacent thereto.
- C. Shoreline shall have the exclusive right to inspect the Lessee's Improvements at any time during the term of this Lease Agreement to ensure compliance with the terms and conditions herein; provided, however, Lessee has the right to be present at all inspections of Lessee's Improvements, and Shoreline shall give Lessee at least one (1) working day prior written notice of such intent to inspect if Shoreline will not be entering Lessee's fenced compound area, and Shoreline shall give Lessee at least five (5) working days' prior written notice of such intent to inspect within Lessee's fenced compound.

XI. UTILITIES.

- A. Lessee shall have the right to connect, at its own expense, to any existing utility facilities at the Leased Premises including, but not limited to, electrical facilities and all such utilities shall be separately metered.
- B. Lessee shall be solely responsible for the payment of utility charges including connection charges and security deposits incurred by Lessee and the cost of any wiring, pole lines or other installations necessary to furnish such utilities to Lessee at the rates charged by the servicing utility company.
- C. Placement of utility lines which impact the public right-of-way must receive the necessary permits from Shoreline, which approval shall be timely and not unreasonably withheld. The permit will condition installation approval on restoration of the public right-of-way.

XII. SAFETY REQUIREMENTS.

- A. Lessee will maintain the Leased Premises in a safe condition. The Lessee, in accordance with applicable federal, state, and local safety requirements shall, at all times, employ ordinary care and shall install and maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public and/or workers. All structures and all lines, equipment, and connections in, over, under, and upon the Leased Premises, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair.
- B. Lessee shall properly secure the Leased Premises with a security fence, around the perimeter of the Leased Premises. No electric, razor wire, or barbed wire is permitted, provided that any existing electric, razor wire, or barbed wire securing the Leased Premises shall be permitted to remain, and Lessee shall be permitted to repair or replace any existing electric, razor wire or barbed wire securing the Leased Premises as reasonably necessary. If the security fence is compromised, Lessee shall promptly repair the fence.
- C. Shoreline reserves the general right to see that the telecommunications facility of the Lessee is constructed and maintained in a safe condition. If a violation of applicable safety regulation is found to exist by Shoreline, Shoreline will, after discussions with the Lessee, establish a reasonable time for the Lessee to make necessary repairs. Nothing in this Section precludes Shoreline from enforcing its code in its regulatory capacity if the repairs are not made within the established time frame.

XIII. LIENS.

Lessee shall not permit any lien to be imposed upon the Leased Premises as a result of work done by or on behalf of the Lessee and shall indemnify and hold Shoreline harmless against any and all expenses, including reasonable attorney's fees and court costs, in connection with any such lien. In the event Lessee fails to permit a lien to be imposed, Lessee shall remove the lien within thirty (30) calendar days of receipt of written notice of such lien.

XIV. SIGNAGE.

Lessee shall display proper signage as required by the Federal Communications Commission (FCC) as well as current signage on telecommunication facilities identifying Lessee, address and a 24 hour phone number. Signage shall be posted and clearly visible at all times.

XV. AUTHORIZATION FOR PERMIT APPLICATION.

Shoreline grants to Lessee and its employees, representatives, agents, and consultants a limited consent to prepare, execute, submit, file and present on behalf of Shoreline, as the governmental entity responsible for the public right-of-way, building, permitting, zoning or land-use applications Lessee deems necessary with the appropriate local, state and/or federal agencies so as to obtain any and all permits necessary for the operation, maintenance, and modification of the Improvements within the Leased Premises consistent with applicable law.

XVI. TERMINATION

- A. Lessee shall have the right to terminate this Lease Agreement, at any time, without cause, by providing Shoreline with one hundred eighty (180) calendar days prior written notice. Upon such termination, neither party shall have any further rights or duties hereunder, except for the following:
1. Any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) calendar days of the termination date.
 2. If at any time prior to five (5) years following the Commencement Date, (a) Lessee exercises any of Lessee's rights to terminate this Lease Agreement, or (b) Lessee elects not to renew this Lease Agreement, Lessee shall pay a termination fee ("Termination Fee") equal to the amount of Rent that Lessee would have owed to Shoreline under this Lease Agreement, as amended, between the date of such early termination or election not to renew, and five (5) years following the Commencement Date. The Termination Fee will be due and payable in the same manner and on the same dates as set forth in this Lease Agreement. Notwithstanding the foregoing, Lessee will be released from any and all of its obligations under this Agreement as of the effective date of such termination and shall not be required to pay the Termination Fee if Lessee terminates this Lease Agreement due to default of Shoreline.
 3. As provided in Section XXI, Lessee shall have the duty to remove the Improvements and restore the Property.
- B. This Lease Agreement is terminable by either Party on thirty (30) calendar days prior written notice, if the other party remains in default after the applicable cure periods as provided in Section XXV.

XVII. HAZARDOUS MATERIALS.

- A. Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Shoreline harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.
- B. Shoreline's Obligation and Indemnity. Shoreline shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Shoreline's Property in any manner prohibited by law. Shoreline shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Shoreline's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.
- C. For the purpose of this Section, "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv)

lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

XVIII. LICENSES AND TAXES.

Upon the Commencement Day, Lessee shall be responsible for paying personal property, business and occupation, and/or other taxes, including utility taxes imposed by Shoreline, or licenses which currently exist or may, in the future, be assessed as a direct result of the Lessee's operations of the telecommunications facilities described herein within the Lease Premises. Since the property is a public right-of-way, pursuant to RCW 84.36.010, there is no assessment of real property taxes. Lessee agrees to reimburse Shoreline for any documented personal property taxes levied against Shoreline's Property that are directly attributable to the Improvements constructed by Lessee or Lessee's predecessor in interest. Lessee reserves the right to independently challenge any such assessment, and Shoreline agrees to cooperate with Lessee in connection with any such challenge but all costs and expenses of such a challenge are to be bore solely by Lessee.

XIX. INSURANCE.

The Lessee shall, as a condition of this Lease Agreement, secure and maintain the following liability insurance policies insuring the Lessee as the Named Insured and Shoreline, and its elected and appointed officers, officials, agents, employees, representatives, and volunteers as additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the negligent acts or willful misconduct of the Lessee:

- A. Commercial general liability insurance, written on an occurrence basis, ISO CGL form 00 01 or broader covering premises, products and completed operations, contractual liability coverage with no exclusion for explosions, collapse hazards, and underground hazards with limits of:
 - 1. \$2,000,000.00 for bodily injury or death to one or more persons and for property damage resulting from any occurrence and in the aggregate;
 - 2. \$2,000,000.00 personal and advertising injury; and
 - 3. \$2,000,000.00 for products and completed operations in the aggregate.
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000.00 for each accident;
- C. Worker's compensation within statutory limits and employer's liability insurance with limits of \$1,000,000.00;

- D. The required limits hereunder may be met by a combination of primary and excess or umbrella insurance. The liability insurance coverage required by this Section shall be maintained by the Lessee throughout the term of this Lease Agreement, and such other period of time during which the Lessee is operating without a lease hereunder, or is engaged in the removal of its telecommunications facilities. The Lessee shall provide an insurance certificate, together with an endorsement including Shoreline, and its elected and appointed officers, officials, agents, employees, representatives, and volunteers as additional insureds on the commercial general liability and automobile liability policies, to Shoreline prior to the commencement of any work or installation of any facilities pursuant to this Lease Agreement. Any self-insured retentions in the required coverage must be declared to Shoreline. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Lessee. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain. The Lessee's required general liability and automobile liability insurance shall be primary insurance as respects Shoreline, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by Shoreline, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Lessee's required insurance and shall not contribute with it. Shoreline shall be provided thirty (30) days advance written notice of cancellation, except for non-payment of premium, of any coverages required in this Section that is not replaced.
- E. All insurance shall be effected under valid and enforceable policies, insured by insurers authorized to do business by the State of Washington or (if allowed by the laws of the State of Washington) surplus line carriers on the State of Washington's Insurance Commissioner's (or the functional equivalent thereof) approved list of companies qualified to do business in the State of Washington. All insurance carriers and surplus line carriers shall be rated A minus or better by A.M. Best Company.

XX. WAIVER OF CLAIMS AND RIGHTS OF SUBROGATION.

The Parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, the Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either Party for the Improvements, the Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

XXI. OWNERSHIP AND REMOVAL OF IMPROVEMENTS.

- A. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture. Therefore, upon expiration or termination of this Lease Agreement, Lessee, at its sole expense, shall remove all Improvements to a depth of six feet (6'), excluding conduit, and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading completed within forty-five (45) calendar days after receiving written notice from Shoreline requiring removal of the Improvements and restoration of the Leased Premises.

- B. Additional time may be granted upon the discretion of Shoreline which approval shall not be unreasonably withheld. In the event that Improvements, including telecommunications facilities or other equipment are left upon the Property and/or within the Leased Premises after expiration or termination and not removed by the Lessee upon forty-five (45) calendar days written notice from Shoreline, then at Shoreline's option, the facilities shall be removed and stored at the expense of Lessee.
- C. Stored Improvements, including telecommunications facilities, which are not claimed by the Lessee within six (6) months from expiration or termination shall become the property of Shoreline with any and all costs of storage and/or disposal the sole responsibility of the Lessee.
- D. This Section shall survive termination or expiration of this Lease Agreement.

XXII. GENERAL INDEMNIFICATION.

- A. Lessee covenants not to bring suit against Shoreline and hereby agrees to defend, indemnify, and hold harmless Shoreline, its appointed and elected officers, employees, agents and volunteers from and against any and all liability, loss, costs, damage, and expense, including costs and reasonable attorney fees in defense thereof, and including claims by the Lessee's own employees to which the Lessee might otherwise be immune under Title 51 RCW, because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of Lessee's performance or breach of this Lease Agreement, whether such injuries to persons or damage to property is due to the negligence of the Lessee, its agents, employees, representatives or assigns. This provision shall be inapplicable to the extent such damage or injury arises from the negligence or willful misconduct of Shoreline. This provision waiving immunity for claims arising out of Title 51 RCW was specifically negotiated by the parties.
- B. Shoreline covenants not to bring suit against Lessee and hereby agrees to defend, indemnify, and hold harmless Lessee, its directors, officers, employees and agents from and against any and all liability, loss, costs, damage, and expense, including costs and attorney fees in defense thereof, and including claims by the Lessee's own employees to which Shoreline might otherwise be immune under Title 51 RCW, because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of Shoreline's performance or breach of this Lease Agreement, whether such injuries to persons or damage to property is due to the negligence of Shoreline, its officers, employees, agents and volunteers. This provision shall be inapplicable to the extent such damage or injury is judicially found to be caused by the negligence of Lessee. This provision waiving immunity for claims arising out of Title 51 RCW was specifically negotiated by the parties.
- C. Lessee assumes the risk of damage to its facilities located within the Leased Premises or adjacent rights-of-way from activities conducted by Shoreline, its officers, employees, agents, and volunteers, except for damage caused by Shoreline's negligence or willful misconduct. The Lessee releases and waives any and all claims against Shoreline, its officers, employees, agents, and volunteers for damage to or destruction

of the Lessee's facilities except to the extent any such damage or destruction is caused by the negligent, grossly negligent or willful and malicious action of the Shoreline, its officers, employees, agents, or volunteers. Nothing in this Section shall waive any claims for breach of this Lease Agreement.

- D. This Section shall survive termination or expiration of this Lease Agreement.

XXIII. RIGHTS GRANTED – PUBLIC EASEMENT.

This Lease Agreement does not convey any right, title or interest in the Leased Premises, the Property, or any other property of Shoreline, but shall be deemed the right only to use and occupy the Leased Premises for the limited purposes and term stated in this Lease Agreement. Further, this Lease Agreement shall not be construed as any warranty of title.

XXIV. QUIET ENJOYMENT.

Shoreline covenants that Lessee, on paying Rent and performing the covenants of this Lease Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises

XXV. DEFAULT.

- A. Notice of Default; Cure Period. In the event that there is a default by Shoreline or Lessee (the "Defaulting Party") with respect to any of the provisions of this Lease Agreement or Shoreline's or Lessee's obligations under this Lease Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) calendar days in which to cure any monetary default and sixty (60) calendar days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) calendar day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) calendar days to cure, and Defaulting Party commences the cure within the sixty (60) calendar day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.
- B. Consequences of Lessee's Default. Shoreline acknowledges that under the terms of this Lease Agreement, Lessee has the right to terminate this Lease Agreement at any time upon one hundred eighty (180) calendar days' notice. Accordingly, in the event that Shoreline maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Shoreline shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months' Rent or the Termination Fee, whichever is less. In no event shall Lessee be liable to Shoreline for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

- C. Consequences of Shoreline's Default. In the event that Shoreline is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Lease Agreement, vacate the Leased Premises and be relieved from all further obligations under this Lease Agreement; (ii) perform the obligation(s) of Shoreline specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Shoreline and Shoreline agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

XXVI. ASSIGNMENT AND SUBLEASE.

- A. Lessee has the right, at its sole discretion, to assign its interest in this Lease Agreement. Assignment of this Lease Agreement by Lessee shall be effective upon Lessee sending written notice to Shoreline and shall relieve Lessee from any further liability or obligation.
- B. As on the Commencement Date, Lessee has no subleases for use or occupancy of Improvements within the Leased Premises.
- C. If, after full execution of this Lease Agreement, Lessee enters into any future sublease, license or agreement to a similar right of use or occupancy in the Leased Premises to an unaffiliated third party not already a sublessee on the Leased Premises, Lessee agrees to pay Shoreline an additional amount to be negotiated in good faith between the parties at the time of sublet.
- D. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation of Lessee to do so.
- E. Notwithstanding anything in this Section to the contrary, Shoreline shall not be entitled to a share of rental, license or other similar payments for any sublease or license to any sublessee of Lessee or any successors and/or assignees of such sublessee who commenced use of the Leased Premises prior to the effective date of this Lease Agreement.
- F. Upon request to Shoreline from any leasehold mortgagee, Shoreline agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) working days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

XXVII. MISCELLANEOUS

- A. Public Records Act. Lessee acknowledges that Shoreline is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that this Lease Agreement and all documents existing or produced related to this Lease Agreement may be deemed a public record as defined in the Public Records Act and that if Shoreline receives a public records request, unless a statute exempts disclosure, Shoreline must disclose the record to the requestor.
- B. Nondiscrimination. In hiring or employment made possible or resulting from this Lease Agreement, there shall be no unlawful discrimination against any employee or applicant

for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, 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 Lease Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation, honorably discharged veteran or military status, or in the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

- C. Applicable Law. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Washington where the Leased Premises is located. The parties agree that the venue for any litigation arising out of this Lease Agreement shall be King County Superior Court. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- D. Recording. Lessee shall have the right to record a memorandum of this Lease Agreement with the King County Recorder's Office. Shoreline shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.
- E. Entire Agreement. Shoreline and Lessee agree that this Lease Agreement is the entire agreement and contains all of the agreements, promises and understandings between Shoreline and Lessee. No oral agreements, promises or understandings regarding the subject matter of this Lease Agreement shall be binding upon either Shoreline or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Lease Agreement shall be void and ineffective unless mutually agreed upon, made in writing, and signed by the parties hereto.
- F. Captions. The captions preceding the Sections of this Lease Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Lease Agreement or the intent of any provision hereof.
- G. Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. Notices shall be addressed to the appropriate party at the address set forth below, as modified in writing from time to time by such party:

Lessee's Notice Address:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: SA91

Cell Site Name: Shoreline Hamlin Park (WA)); Fixed Asset No.: 10042374

1025 Lenox Park Blvd. NE

3rd Floor

Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site #: SA91
Cell Site Name: Shoreline Hamlin Park (WA); Fixed Asset No: 10042374
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

Shoreline's Notice Address:

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

- H. Severability. Any provision or part of this Lease 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 Shoreline and the Lessee, who agree that the Lease 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.
- I. IRS Form W-9. Shoreline agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease Agreement and at such other times as may be reasonably requested by Lessee.
- J. Counterpart Originals. This Lease Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original Lease Agreement, and all of which shall constitute one Lease 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.
- K. Authority to Execute. Each person executing this Lease Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Lease 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 Lease Agreement and to undertake the actions contemplated herein and that this Lease Agreement is enforceable in accordance with its terms

IN WITNESS WHEREOF, Shoreline and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Lease Agreement as of the day and year this Lease Agreement is fully executed.

SHORELINE:

CITY OF SHORELINE,
a municipal corporation of the State of Washington

By: _____
Print Name: _____
Print Title (if any): _____
Date: _____

APPROVED AS TO FORM ONLY

By: _____
Print Name: _____
Print Title: Assistant City Attorney
Date: _____

State of Washington)

) ss.

County of King)

I certify that I know or have satisfactory evidence that Debbie Tarry, as City Manager for the City of Shoreline, is the person(s) who appeared before me, and acknowledged that she has the authority to sign and deliver this instrument, and said act was of her free and voluntary act for the uses and purposes set forth.

Dated this ____ day of _____, 2020.

Notary Public in and for the State of Washington,
residing at _____.
My commission expires _____

[Lessee Execution Page Follows]

LESSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Print Title (if any): _____

Date: _____

State of _____)

) ss.

County of _____)

I certify that I know or have satisfactory evidence that _____, as _____ for AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, is the person(s) who appeared before me, and acknowledged that he/she has the authority to sign and deliver this instrument, and said act was of his/her free and voluntary act for the uses and purposes set forth.

Dated this _____ day of _____, 2020.

Notary Public in and for the State of _____,

residing at _____.

My commission expires _____

EXHIBIT "A"

Description of Shoreline's Property

That portion of the Southeast quarter of the Northwest quarter of Section 16, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at the concrete monument set for the center of said Section 16;

THENCE North $0^{\circ}35'03''$ East along the North-South center line of said Section, 772.23 feet to a point thereon which is South $0^{\circ}35'03''$ West 553.42 feet from the Northeast corner of said Southeast quarter of the Northwest quarter of Section 16, and the True Point of Beginning;

THENCE North $87^{\circ}51'27''$ West 984.38 feet;

THENCE North $20^{\circ}08'23''$ East 276.31 feet;

THENCE North $11^{\circ}46'33''$ East 294.29 feet to a point on the North line of the Southeast quarter of the Northwest quarter of Section 16;

THENCE South $87^{\circ}52'40''$ East 834.73 feet to the Northeast corner of said Southeast quarter of the Northwest quarter;

THENCE South $0^{\circ}35'03''$ West 553.42 feet to the true point of beginning.

EXHIBIT "B"

Description of Leased Premises and Site Plan

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to execute agreements for the purchase of two properties adjacent to Paramount Open Space Park, 14528 10 th Ave NE and 14534 10 th Ave NE
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Nathan Daum, Economic Development Program 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:

On July 31, 2017, the City Council approved the update to the Parks, Recreation and Open Space (PROS) Plan. The Plan identified parkland needs of 43 acres in the light rail station subareas to meet the target of 4.06 acres per 1,000 population.

The proposed Paramount Open Space expansion would allow the preservation of existing trees, planting of new trees, expansion of wetlands, and improvements to streams. The City has the opportunity to acquire approximately one-third of an acre of property, in two parcels adjacent to the Paramount Open Space Park, willingly from the two property owners.

Before Council tonight is a proposed motion to authorize the City Manager to execute purchase and sale contracts for 14528 10th Ave NE and 14534 10th Ave NE, the parcels adjacent to the Paramount Open Space Park.

As per Council Rules of Procedure 6.1.B, which states that for an Action Item that is before the City Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Council should therefore allow for Public Comment following the staff report, and the same rules for Public Comment provided as part of the Council's Regular Meeting Agenda shall apply.

RESOURCE/FINANCIAL IMPACT:

The total cost for the two parcels is \$1,114,000, of which the City has received \$557,000 in Conservations Futures Tax (CFT) grant funding. The City would be required to fund the remaining \$557,000. There is approximately \$900,000 in collected Park Impact Fees (PIF) not yet allocated available to support the purchase of the properties. The City Council will also be determining whether the City should submit a ballot measure for voter consideration to fund park improvements and/or park property acquisition. If approved by voters, the proceeds from the bond measure could also be used towards the purchase of the properties.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute contracts to purchase two properties adjacent to Paramount Open Space. The purchase price for these properties would be \$539,000 for the property located at 14528 10th Ave NE and \$575,000 for the property located at 14534 10th Ave NE.

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

BACKGROUND

PROS Plan Priorities Adopted

On July 31, 2017, the Council approved the update to the Parks, Recreation and Open Space (PROS) Plan after 18 months of Council and community engagement. A Citywide population forecast of more than 15,000 new residents by 2035 estimated 75% of that growth would occur in the light rail station subareas. To maintain the current level of service of park property acreage per 1,000 population, the PROS Plan estimated parkland needs of 95 acres citywide, including 43 acres in the light rail station subareas and identified priority acquisitions and park developments. Some of the top facility needs identified in the PROS Plan were expanding walking and trail-related activities, improving the urban forest health, and managing impacts from future growth through acquisition and expanded outdoor recreation in the subareas. PROS Plan Strategic Action Initiative #7 called for ensuring adequate park land for future generations and set a target of adding five acres on new park land by 2023. The Staff Report can be found at

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport073117-7a.pdf>.

PROS Plan Implementation

PROS Plan Initiative 10 directed City staff to secure sustainable funding.

- On July 31, 2017, the City Council adopted Ordinance 786 establishing Park Impact Fees to require that new growth and development pay a proportionate share of the cost of system improvements to serve such new development. The Staff Report can be found at <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport073117-8a.pdf>.
- The City has received King County Conservation Futures Tax (CFT) grant funding to partially offset of some park property, including the two parcels discussed in this staff report. The updated Inter-Local Agreement for CFT funds was approved via consent at the March 2, 2020 Shoreline City Council meeting. The Staff Report can be found at <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport030220-7c.pdf>.

The PROS Plan's Tables 6.5 and 6.6 list priority acquisitions and park developments including Paramount Open Space trail development and property acquisition.

Now before the Council for action is the proposed authorization of the City Manager to enter into purchase and sale contracts for the parcels adjacent to the Paramount Open Space Park.

COUNCIL GOALS ADDRESSED

Earlier this year, Council adopted its 2020-2022 City Council Goals, and Goal 2, Action Step 2, is:

- *Implement the Parks, Recreation, and Open Space Plan, including priority park improvements and acquisition of additional park properties.*

DISCUSSION

The proposed Paramount Open Space expansion includes two properties along 10th Ave NE at the south end of the open space. The owners of both properties are willing to enter into Purchase and Sale agreements with the City at this time. These two properties would allow the preservation of existing trees, planting of new trees, expansion of wetlands, and improvements to the streams in that area of the open space. As importantly, these acquisitions would allow for a trail connection along the 10th Ave NE right-of-way from NE 145th Street into and through open space connecting to Paramount School Park and further north.

The City's offer of fair market value for the property located at 14534 10th Ave NE was based on an independent appraisal and independent review and was welcomed by the property owner who has requested the purchase and sale be structured in the form of a Life-Estate.

The property located at 14528 10th Ave NE is listed for sale via the Multiple Listing Service (MLS) and if sold, will likely cease to be an opportunity for future parkland. To achieve the PROS Plan goals for added parkland in the subarea, the City would need to identify other property which may not necessarily facilitate expansion of existing public space. While the City could apply for funding anew, the \$297,800 in grant funds approved for the acquisition of this parcel would no longer be available to the City. Although listed on the MLS at a price of \$575,000, the seller has entered into a Purchase and Sale agreement at \$539,000 in recognition of the City's ability to close without buyer's agent commission (which would be paid by the seller) and the all-cash nature of the purchase, which is not contingent on financing or the sale of another property as would likely be the case with other potential buyers. The independent appraiser who provided the appraisal review has found the sale price to be just compensation.

Funding Options Available to the City

The City has secured CFT funding for up to 50% of the funds required to close, up to \$595,600. For these properties the CFT funding will require a 50% local match. There is also approximately \$900,000 in collected Park Impact Fees (PIF) available, but not currently allocated, to support the purchase of the properties.

Earlier this year the City issued \$25M in Bond Anticipation Notes (BAN) to purchase property for a future Community and Aquatics Center and to support PROS Plan Property Acquisition. These short-term notes will need to be refunded or repaid in late 2022 using a Future Parks Improvement Bond Levy or other revenue. The cost of the Storage Court was \$17,251,265 leaving \$7,748,735 of the BAN that could be used to purchase park properties. If Council would like to move forward with the purchases of properties now, the City can choose to utilize the BAN to fund the purchases. The annual interest rate on the almost 3-year BAN is 1.92%. Ultimately though, a permanent revenue source would be required to pay for the properties. The BAN should only be considered a short-term bridge loan. PIF funds earn interest in the City's account at a rate is subject to market fluctuations, currently 0.5% so it is 1.4% lower than the interest rate charged on the BAN.

RESOURCE/FINANCIAL IMPACT

The total cost for the two parcels is \$1,114,000, of which the City has received \$557,000 in Conservations Futures Tax (CFT) grant funding. The City would be required to fund the remaining \$557,000. There is approximately \$900,000 in collected Park Impact Fees (PIF) not yet allocated available to support the purchase of the properties. The City Council will also be determining whether the City should submit a ballot measure for voter consideration to fund park improvements and/or park property acquisition. If approved by voters, the proceeds from the bond measure could also be used towards the purchase of the properties.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute contracts to purchase two properties adjacent to Paramount Open Space. The purchase price for these properties would be \$539,000 for the property located at 14528 10th Ave NE and \$575,000 for the property located at 14534 10th Ave NE.

As per Council Rules of Procedure 6.1.B, which states that for an Action Item that is before the City Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Council should therefore allow for Public Comment following the staff report, and the same rules for Public Comment provided as part of the Council's Regular Meeting Agenda shall apply.

ATTACHMENTS

Attachment A – Property Area Map

Attachment A – Property Area Map



CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussing the Sound Transit Lynnwood Link Extension Project Update
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Juniper Nammi, Light Rail Project Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Sound Transit started construction of the Lynnwood Link Extension (LLE) Light Rail Project in April 2019 and much of Shoreline has changed permanently along the I-5 corridor. Construction will continue through 2023 and light rail service is scheduled to start in July of 2024.

Tonight, Council will hear from Randy Harlow, Executive Project Director, and Erik Ashlie-Vinke, Government and Community Relations Manager, from Sound Transit on the construction phase of the light rail project. They will provide Council with a brief update on light rail construction to date and what the community can expect to see develop and change this year. City staff will also provide a brief update on the remaining permitting of the LLE project.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact associated with tonight's discussion.

RECOMMENDATION

No formal action is required for this agenda item. Staff recommends that Council ask questions of Sound Transit and City staff for a better understanding of both the design and construction phase of the LLE project in Shoreline.

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

BACKGROUND

The Lynnwood Link Extension (LLE) Light Rail Project has been a long time in coming. The City of Shoreline has been actively engaged in Sound Transit's planning, environmental review, public outreach, design, permitting and now construction coordination of the LLE Project in Shoreline since 2010. The City Council, staff and the public participated in numerous public open houses and opportunities to provide comment and feedback on the planning and design specifics for the two stations, garages, accessory structures, and over three miles of guideway within the Shoreline city limits between 2010 and 2019.

Sound Transit staff last updated the City Council on the project as a whole and the construction phase more specifically at the Council's March 4, 2019, meeting. The staff report for this Council discussion can be found at the following link: [March 4, 2019 Sound Transit Lynnwood Link Extension Project Update](#).

Construction of the project officially started in April 2019 with demolition, tree removal, utility relocations, and set up for construction access and staging. This early work is now wrapping up and in November 2019, the City issued the first 'main package' permit approvals so construction of the new light rail system could begin in earnest.

DISCUSSION

Most of the construction completed so far has been about clearing the way for the guideway (train tracks) and station sites. The following items provide both completed construction components of the project and components that are just now getting underway:

Completed Work

- New improvements along the guideway so far include new sewer, water, and electrical connections to the east, where they were moved out of the path of the project.
- Wetland mitigation was also completed at Ronald Bog Park, with the park reopening to the public in the near future.
- The intersection of 10th Avenue NE and NE 185th Street is the location of the City's first ever roundabout (See Attachment A).

Work Underway/Forthcoming

- At the end of June, NE 185th Street will be reduced to alternating one-way traffic with temporary signals and 5th Avenue NE will be closed to NE 183rd Street with local access only to the south. This area will remain closed for approximately one year while 5th Avenue NE is realigned to the east and the south portion of NE 185th Street is constructed with a new undercrossing for light rail east of I-5 (see Attachment B).
- The project contractors have started on the shafts and columns for the elevated portions of the project. In the next month or so, the public will see the columns being constructed at the Shoreline South/145th station site and at the north end of

Shoreline where the track must go up and over the SR 104 (205th Street) interchange with I-5.

- Three of the project's retaining walls are already under construction between NE 155th Street and NE 175th Street. Most of the retaining walls on the east and west sides of the light rail tracks will be constructed this year.
- The NE 195th Street Pedestrian Bridge over I-5 will also be closed for approximately six (6) weeks in June and July this year. This closure is for utility relocation work and improvements to the bridge abutment so the light rail tracks can safely be constructed under this existing bridge. Additional work at the end of NE 195th Street will create a new hammer head turn around and upgrade the water main to provide adequate fire flow but will not require full closure of the bridge.
- Ridgecrest Park will receive a new parking lot by the end of the year.
- In the cloverleaf of the I-5 SR104 interchange, Sound Transit will start the first half of the required mitigation for the impacts to the McAleer Creek buffer and associated wetlands. This mitigation work will not be easily viewable by the public but will ensure that the functions of these ecological features are restored. This work includes placement of large woody debris, invasive species control, and extensive native plantings throughout the cloverleaf area inside the northbound onramp to I-5. Segments of 1st Avenue NE will remain closed as new stormwater infrastructure is installed throughout the project area.
- Not in Shoreline, but potentially impacting community residents, are the construction activities to the north in Mountlake Terrace. Temporary signals will be installed just north of Shoreline at the I-5 SR104 interchange, and the Mountlake Terrace Freeway Station for busses will be closed starting in July to facilitate the project construction activities to the north.
- The community will experience traffic delays, construction noise and vibration, and will continue to see construction vehicles of all types up and down the project alignment

Tonight's Council Meeting

Tonight, Council will hear from Randy Harlow, Executive Project Director, and Erik Ashlie-Vinke, Government and Community Relations Manager, from Sound Transit on the construction phase of the light rail project. They will provide Council with a brief update on light rail construction to date and what the community can expect to see develop and change this year. City staff will also provide a brief update on the remaining permitting of the LLE project.

STAKEHOLDER OUTREACH

Sound Transit outreach staff are actively implementing the project outreach plans, providing regular Construction Alerts and Project Updates as well as responding to community questions and complaints. While face-to-face drop-in sessions and meetings with residents are more challenging under the current circumstances of the COVID-19 emergency, Sound Transit is adapting their methods and will continue to provide communication and outreach to the community to the best of their ability. Sound Transit last held a drop-in outreach session on February 25, 2020 at the Spartan

Recreational Center to share information about the work just started in May on NE 185th Street and 5th Avenue NE.

One example of adaptive outreach is the use of real estate style flyer boxes posted on signs near affected locations, with location and phase specific information instead of having outreach staff personally on site to intercept and talk with walkers and bikers or other facility users.

Community complaints and issues with light rail construction activities over the past year have ranged from concerns about tree removal and replacement, to the impacts of trucks on local residential streets, nighttime construction noise, and vibrations impacting their homes and ability to work or sleep during construction. Additional, less frequent concerns have also been noted regarding construction work vehicles speeding on City streets, gates being left unlocked or open overnight, construction vehicles using driveways to turn around or parking in neighborhood areas.

Sound Transit works with property owners and concerned community members to document the issues raised and communicate with their contractors to identify and implement a solution. Sound Transit is addressing these concerns in a number of ways, including adjusting construction methods to reduce impacts such as vibration, placing no parking signage for their contractors near gates and work sites, implementing contractor gate checks every day after work hours, offering noise tool kits (including earplugs, white noise machines, and noise dampening curtains) to affected residents, placing sound dampening noise blankets near work sites and areas with increased noise levels, spraying down work sites to reduce dust, increasing use of street sweepers, and responding to all 24-hour Construction Hotline reports in a timely manner.

COUNCIL GOAL(S) ADDRESSED

This project addresses Council Goal 3: Continue preparation for regional mass transit, and specifically the action step to “Work collaboratively with Sound Transit to complete the permitting phase of the Lynnwood Link Extension Project and coordinate on project construction and inspection.”

RESOURCE/FINANCIAL IMPACT

There is no financial impact associated with tonight’s discussion.

RECOMMENDATION

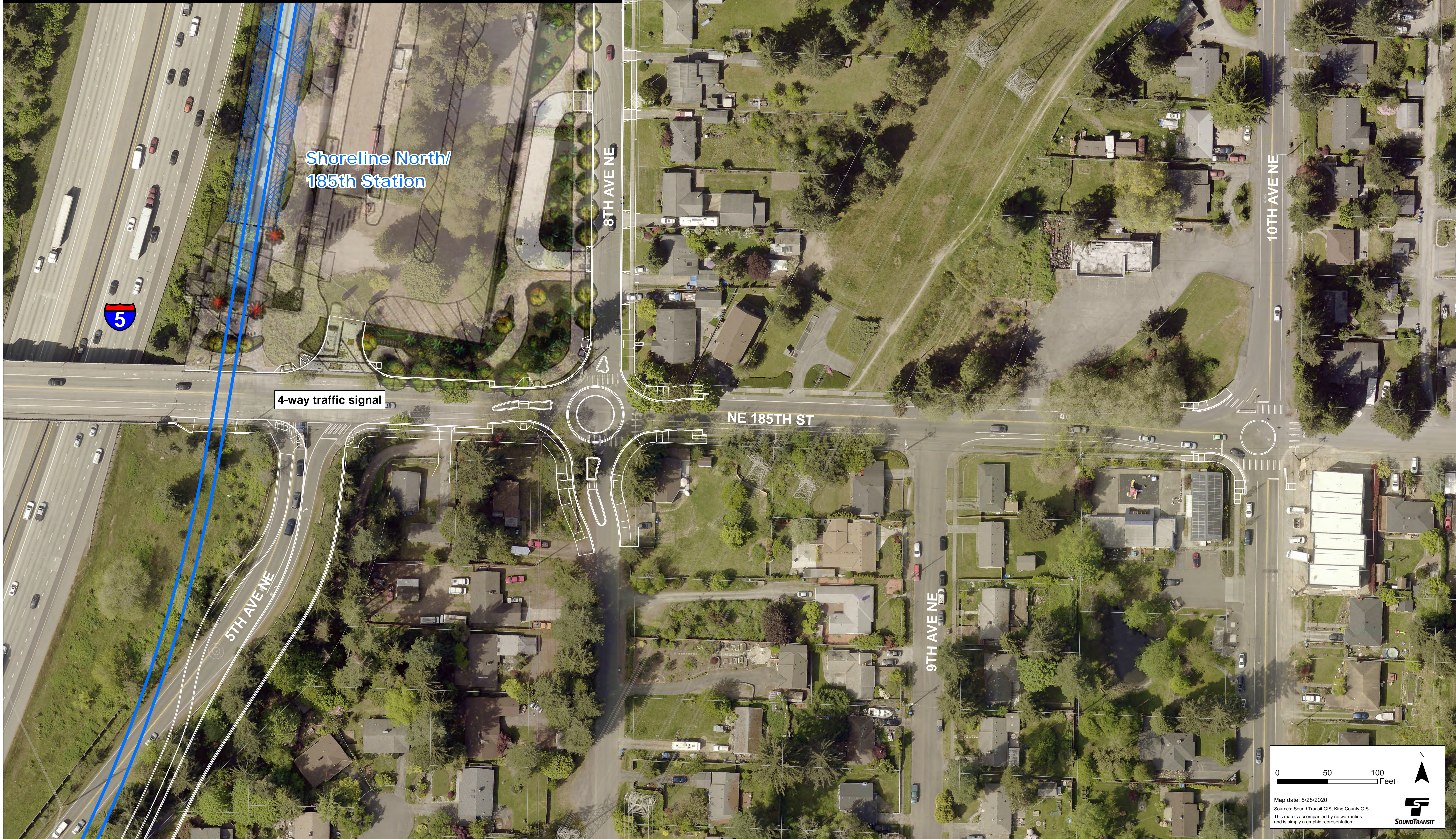
No formal action is required on this agenda item. Staff recommends that Council ask questions of Sound Transit and City staff for a better understanding of both the design and construction phase of the LLE project in Shoreline.

ATTACHMENTS

Attachment A – 185th Street and 5th Avenue NE Map of Planned Transportation Improvements

Attachment B – NE 185th Street Phase 2 Outreach Flyer and Update

Lynnwood Link Extension - NE 185th Street Improvements



Shoreline North/
185th Station

4-way traffic signal

8TH AVE NE

NE 185TH ST


5TH AVE NE

9TH AVE NE

10TH AVE NE

0 50 100 Feet

Map date: 5/28/2020
Sources: Sound Transit GIS, King County GIS.
This map is accompanied by no warranties
and is simply a graphic representation





Construction alert

Lane reduction at NE 185th Street overcrossing near Shoreline Stadium

Beginning **Friday, June 5th**, drivers can expect heavy traffic at Northeast 185th Street and 5th Avenue Northeast as Sound Transit begins Phase 2 of the Northeast 185th Street overcrossing work. Riders should expect traffic delays and use suggested detours.

What

- Sound Transit will begin **Phase 2** of the Northeast 185th Street construction. For more information regarding the phases of construction at Northeast 185th Street make sure to visit www.soundtransit.org/185thchanges.
- Crews will cut and cover to construct the south side of the light rail tunnel under 185th Street and realign 5th Avenue Northeast to the south.
- Traffic on Northeast 185th Street will be reduced to one single lane with temporary signals for alternating one-way traffic.
- 5th Avenue Northeast will be fully closed between Northeast 183rd and Northeast 185th Streets and open to local access only north of Northeast 180th Street.
- Residents and drivers should expect traffic delays, noise and vibration from construction work.
- Flaggers will be on site to direct pedestrians, vehicles, and bicyclists.
- A roundabout was installed at Northeast 185th Street and 10th Avenue Northeast to reduce the traffic congestion.
- When Lynnwood Link opens in 2024, the City of Shoreline will evaluate the roundabout at Northeast 185th Street and 10th Avenue Northeast to determine if it should remain or be removed. To provide feedback regarding the future of the roundabout, please contact the City of Shoreline.

When

- The full closure of 5th Avenue Northeast will begin as early as June 5th from Northeast 183rd Court to Northeast 185th Street and 5th Avenue Northeast. There will be local access only.
- The work for Phase 2 of this construction will take approximately one year.
- Work hours are from 7 a.m. to 5 p.m., with occasional night work.

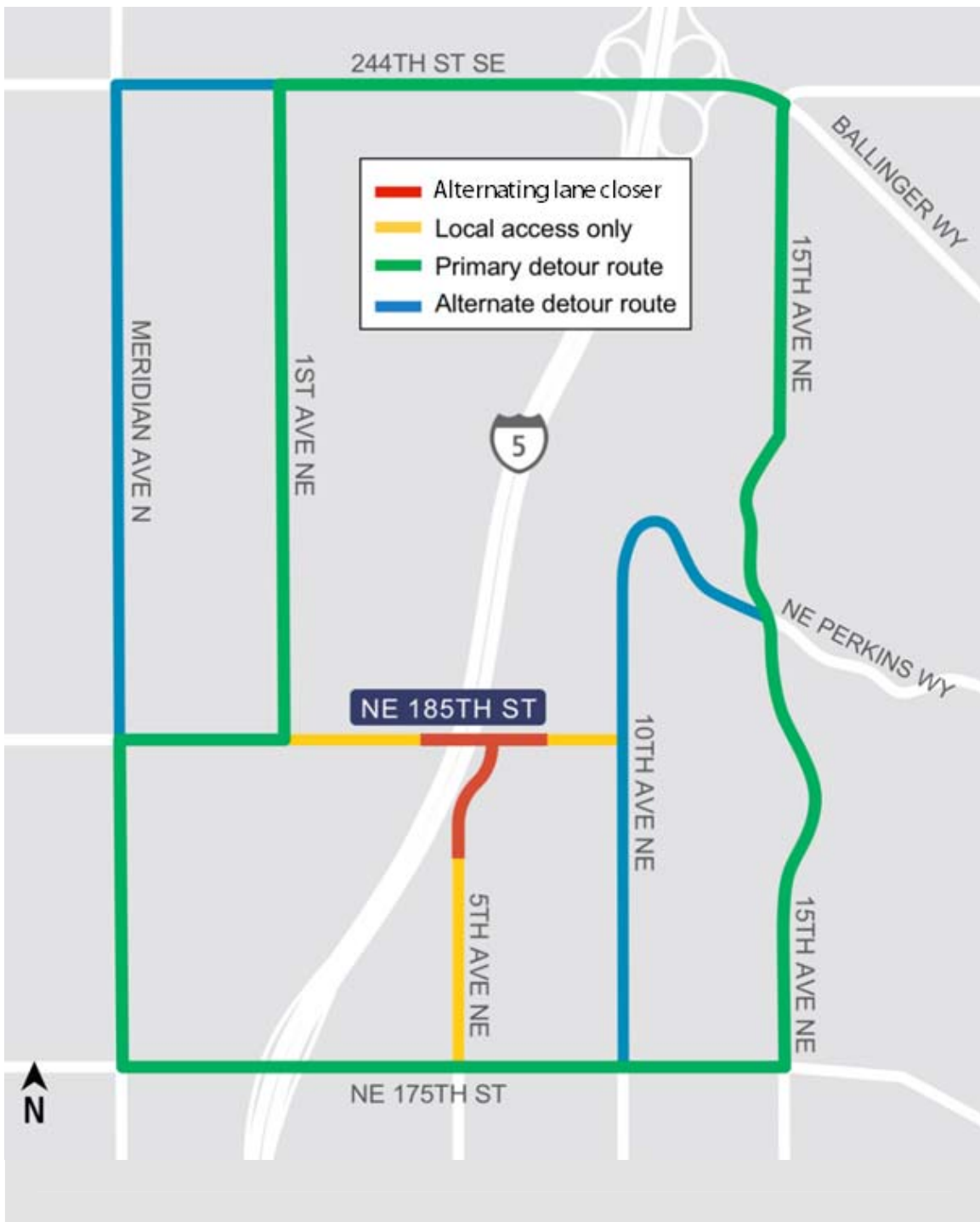
Where

- Northeast 185th Street and 5th Avenue Northeast, east of Interstate 5.
- 5th Avenue Northeast is closed between Northeast 183rd Court and Northeast 185th and will only remain open to local access only south of 183rd Court.
- See maps for traffic impacts and detours.

Contact us

Outreach Specialist: my.nguyen@soundtransit.org or 206-370-5690 

After-hours construction hotline: 888-298-2395 



Your safety is our priority

Learn how to stay safe around our construction sites.

Stay safe

24-hour construction hotline: 888-298-2395 

More project info: soundtransit.org/le

Get in touch: my.nguyen@soundtransit.org or 206-370-5690 

Reschedule work for lane reduction at NE 185th Street overcrossing near Shoreline Stadium

Publish Date

May 29, 2020

This work has been rescheduled to **Tuesday, June 23rd**, drivers can expect heavy traffic at Northeast 185th Street and 5th Avenue Northeast as Sound Transit begins Phase 2 of the Northeast 185th Street overcrossing work. Riders should expect traffic delays and use suggested detours.

Visit www.soundtransit.org/185thchanges for more information on construction activities at NE 185th Street

What

- Sound Transit will begin **Phase 2** of the Northeast 185th Street construction. For more information regarding the phases of construction at Northeast 185th Street make sure to visit www.soundtransit.org/185thchanges.
- Crews will cut and cover to construct the south side of the light rail tunnel under 185th Street and realign 5th Avenue Northeast to the south.
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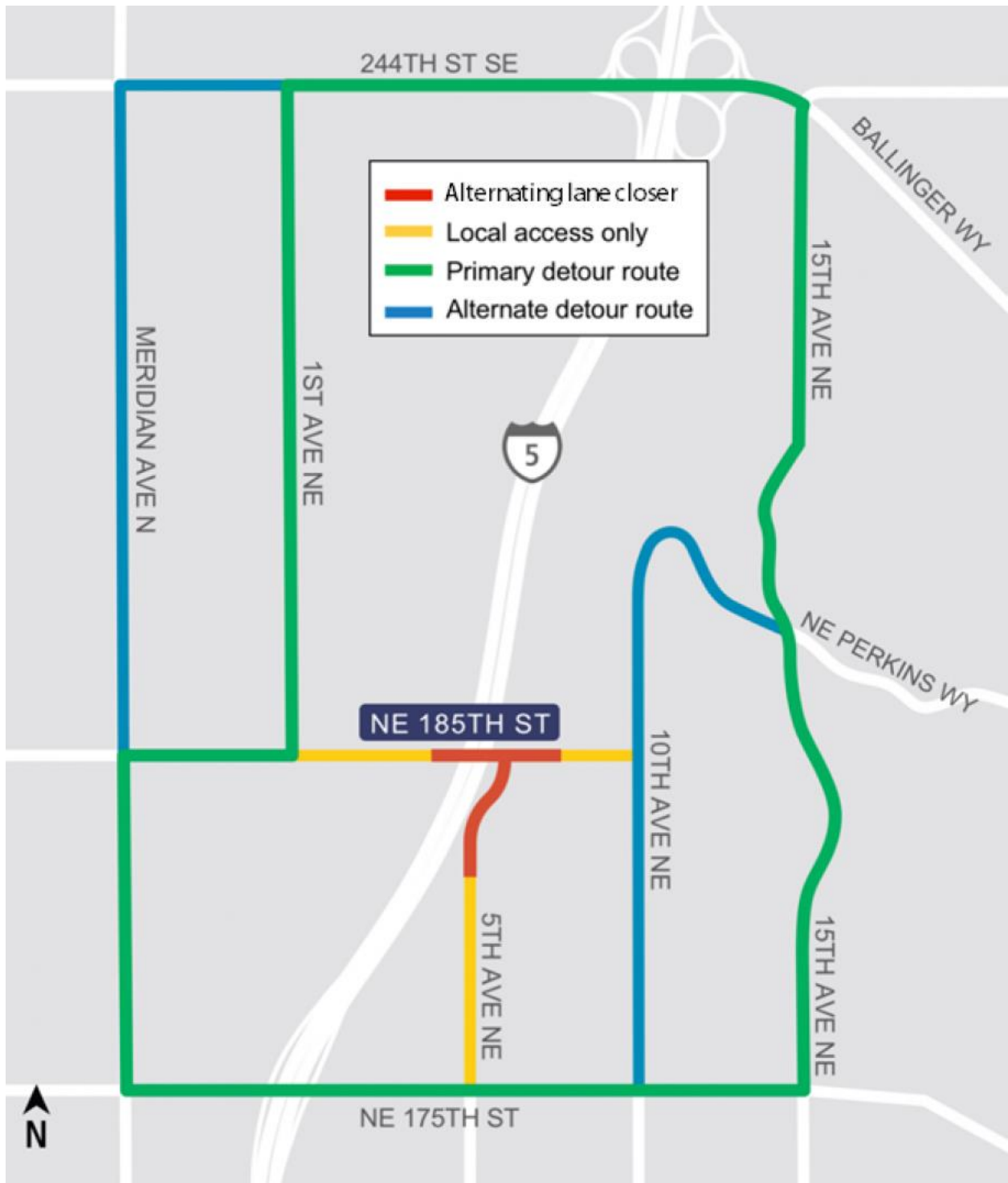
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Where

- Northeast 185th Street and 5th Avenue Northeast, east of Interstate 5.
- 5th Avenue Northeast is closed between Northeast 183rd Court and Northeast 185th and will only remain open to local access only south of 183rd Court.
- See maps for traffic impacts and detours.



- See more project updates for Shoreline North/185th Station
- See more project updates for Shoreline South/145th Station

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussing Park Improvements and Property Acquisition Priorities and Funding
PRESENTED BY:	Eric Friedli, PRCS Department Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Discussion

PROBLEM/ISSUE STATEMENT:

In July 2017, following an 18-month community engagement process, the City Council adopted the 2018-2023 Parks, Recreation and Open Space Plan (PROS Plan) via Resolution No. 412. The PROS Plan identifies a 20-year vision and framework for Shoreline’s recreation and cultural programs, and for maintenance and investment in park, recreation and open space facilities. Strategic Action Initiative (SAI) #3 in the PROS Plan established a goal to “expand recreation facility opportunities” and SAI #7 established a goal to “ensure adequate parkland for future generations”. Since the adoption of the PROS Plan, staff have developed concept designs for selected parks and reviewed opportunities for property acquisition to achieve those goals.

The City Council’s Goals for 2020-2022 includes an Action Step to “Implement the Parks, Recreation, and Open Space Plan, including priority park improvements and acquisition of additional park properties.” At its Strategic Planning Workshop on February 28, 2020, the Council asked staff to prepare a proposal and recommendations for placing a bond measure before the voters in 2020 for priority park improvements and property acquisition.

The Council Strategic Planning Workshop was held prior to the Declaration of Health Emergency for COVID-19. On March 30, 2020, the City Council discussed whether to place a bond measure, ranging from \$21.1M to \$38.5M, for park property acquisition and park improvements on the August 2020 primary ballot. The Council determined at that time that the timing was not appropriate for the measure to appear on the August ballot given the COVID-19 Health Emergency. The Council directed staff to bring this item back for further discussion to determine if a measure should be placed on the November 2020 General Election ballot or a future election.

Tonight, staff will be asking Council for guidance on next steps towards potentially placing a bond measure before the voters. Several policy questions and four potential ballot measure alternatives are presented for discussion. One of the key issues for Council is to determine if the City should delay moving forward on a ballot measure until the impacts of COVID-19 are more fully understood on the local economy. This may mean delaying the issue until 2021.

FINANCIAL IMPACT:

This staff report presents four alternatives with a different mix of park improvements and levels of property acquisition funding. Each alternative has associated cost estimates ranging from \$21.1M to \$38.5M. Detailed analysis of the financial impact on taxpayers is included in the Discussion section of this report.

RECOMMENDATION

Staff recommends that Council direct staff to prepare legislation and other materials necessary for placing a funding measure on either the 2020 November General Election or 2021 April Special Election for \$38,500,000 for park improvements and park land acquisition.

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

INTRODUCTION

The 2017-2023 Parks, Recreation and Open Space Plan (PROS Plan), adopted by the City Council on July 31, 2017, establishes a 20-year vision and framework for Shoreline's recreation and cultural programs, and guides maintenance and investment in park, recreation and open space facilities. The PROS Plan includes a series of Strategic Action Initiatives with goals and objectives, including:

- Strategic Action Initiative #3 established the objective to “Expand recreation facility opportunities by adding at least one community garden, two basketball courts, two multi-purpose/pickleball courts, one playground, one swing set, one paved loop path, one spray park, and one adventure playground.”
- Strategic Action Initiative #7 established the objective to “Ensure adequate parkland for future generations by adding five acres on new parkland by 2023 and 20 additional acres by 2030.”

The City Council re-emphasized the importance of park improvements and land acquisition in its 2020-2022 City Council Goals and Workplan.

- Goal 2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment.
 - Action Step 2: Implement the Parks, Recreation, and Open Space Plan, including priority park improvements and acquisition of additional park properties

The City Council's guidance from its February 28, 2020 Strategic Planning Workshop was for staff to develop a proposal for a voter approved bond measure to fund improvements to parks and park land acquisition.

The Council's Strategic Planning Workshop was held prior to the Declaration of Health Emergency for COVID-19. On March 30, 2020, the City Council discussed whether to place a bond measure, ranging from \$21.1M to \$38.5M, for park property acquisition and park improvements, on the August 2020 primary ballot. The Council determined, at that time, that the timing was not appropriate for the measure to appear on the August ballot given the COVID-19 Health Emergency. Council directed staff to bring this item back for further discussion to determine if a measure should be placed on the November 2020 General Election ballot or a future election.

Whether now is the right time to present a ballot measure to the public for park improvements and land acquisition has become a new policy questions for Council to consider. This staff report also discusses the April 2021 Special Election as an optional date for a voter approved bond measure.

If Council is interested in moving forward with a ballot measure, staff would like guidance on these additional policy questions:

1. What park improvements should be included in a bond measure?
2. What is an appropriate amount to include for park land acquisition?
3. What should the overall bond measure cost?
4. What should the duration of the bond be?
5. Should the City move forward with the ballot measure this year, if not, then when?

There are staff recommendations associated with each of these policy questions outlined in the Discussion section below.

BACKGROUND

2006 Park Bond Measure

In May 2006, Shoreline voters approved a \$18.8M parks and open space ballot measure. This was a 15-year measure, which provided funding for a number of park and recreational facility improvements and the acquisition of open space properties including South Woods and the Kruckeberg Botanical Garden. The final year of property tax collections for this bond measure is 2021, as the bonds will be completely repaid by the end of 2021. A property owner of a median valued home has paid an average of \$76 per year.

Park Improvements

The City Council included improvements to four parks in the 2019 Proposition 1 general election ballot measure – Brugger's Bog, Briarcrest (Hamlin Park), Richmond Highlands, and Hillwood. Those priority park improvements accounted for \$17.9 million of the \$103.6 million Proposition 1. Those four parks were selected by the Council after considering the recommendations of the 2019 Park Funding Advisory Committee (PFAC). The PFAC, which was a Committee of 16 community members from a diverse cross-section of Shoreline residents, met 10 times from September 2018 to March 2019 releasing its final recommendations in April 2019.

The proposed improvements to the four parks were identified as the result of concept designs that were completed for selected parks to guide the implementation of the PROS Plan. General information about the concept designs for expanding recreation amenities can be found at: www.shorelinewa.gov/parksdesign.

As noted above, the cost of the priority park improvements included in Proposition 1 was estimated in 2019 at \$17.9 million. The estimate has been revised to account for cost inflation (\$501,000) and increases in the projected cost of acquiring necessary property for improvements at Brugger's Bog Park (\$750,000). The 2020 estimated cost for improvements to the four parks is \$19.2 million. The amenities to be included in the priority park improvements included as part of Proposition 1 remain unchanged and are listed in Table 1.

Table 1: Amenities in Priority Park Improvements

Park	Improvements	2020 Estimated Cost (millions)
Briarcrest – Hamlin Park	Play area, splash pad, community garden, picnic area, enhanced entrance form 25 th Ave NE	\$5.1
Brugger’s Bog	Relocated play area, multi-sports court, picnic shelter, landscaping,	\$4.8
Hillwood	Renovated play area, splash pad, perimeter trail, picnic shelter, adventure play area,	\$3.8
Richmond Highlands	Fully accessible play area, multi-sport court, picnic shelter, perimeter trail, sensory trail	\$5.5
TOTAL		\$19.2

The Council identified the four parks as the highest priority for improvements in 2019 from a longer list of possible park improvements based on the desire to limit the impact to taxpayers of Proposition 1. The concept design process and the PFAC considered a larger list of park improvements. The PFAC prioritized list of park improvements is presented in Table 2 below.

Table 2: PFAC Prioritized Park Investment Opportunities List

	Investment Opportunity	2019 Estimated Project Cost (in millions)
1	Trails	\$2.4
2	Brugger’s Bog Park	\$5.4
3	Property Acquisition	\$15.0
4	Park at Town Center	\$3.0
5	James Keough Park	\$4.3
6	Richmond Highlands Park	\$5.6
7	Hillwood Park	\$4.2
8	Briarcrest Community Park	\$6.7
9	<i>Forest Restoration</i>	\$1.0
10	Ridgecrest Park	\$3.4
11	Shoreview Park	\$1.8

Park Land Acquisition

The Council did not include funding for general park land acquisition in the 2019 Proposition 1. Potential park land acquisitions were included in the PROS Plan (Table 3 below). Funding in the 2019 Proposition 1 was only included for acquisition of property at 17828 Midvale Avenue N for the proposed Shoreline Aquatics, Recreation and Community Center (ShARCC).

Table 3: Potential Park Land Acquisition (PROS Plan Table 6.6 + Westminster Triangle)

Park or Area for New Park Land	2020 Estimated cost	
	Acquisition	Development
Paramount Open Space Acquisition	\$1,070,000	\$257,000
185 th & Ashworth Acquisition	\$1,076,900	\$520,000
Westminster Triangle*	\$620,000	\$310,000
Rotary Park	\$4,975,000	\$1,406,000
Cedarbrook Acquisition (1/4 of full cost estimate)	\$2,779,000	\$503,000
145 th Station Area Acquisition	\$6,291,000	\$1,113,000
5 th & 165 th Acquisition	\$7,041,000	\$4,456,000
Aurora-I-5 155 th -165 th Acquisition	\$9,931,000	\$1,615,000
DNR Open Space Access Acquisition	\$2,027,000	\$616,000
Total	\$35,589,000	\$10,769,000

- Westminster Triangle park land was not included in the PROS Plan but has since been added as a priority acquisition.
- Note: Acquisition of property at Brugger’s Bog Park is included in the project budget for improvements at that park and is not included here.

DISCUSSION

What Park Improvements Should be Included in a Bond Measure?

As shown in Table 1 above, the cost of the improvements for the four prioritized parks would be \$19.2 million. The decision to prioritize these park improvements was based in part on the dollar amount the Council considered acceptable for the overall Proposition 1 measure in 2019. Staff recommends including \$19.2 million in funding for priority park improvements in a bond measure. An alternative would be to reduce the scope of priority park improvements, provide less funding or expand the scope and add more funding. If the Council wants to consider other park improvements for inclusion in a 2020 bond measure, Table 2 above presents the list of park improvements that were considered by the PFAC and Council in 2019.

The highest priority amenities have been identified from each park previously considered by the PFAC and Council and are presented in Table 4 below. These amenities include off-leash areas at Ridgecrest and James Keough that would recognize the uncertain future of the Eastside Off-Leash Area at Fircrest. This proposal would also make permanent the off-leash area at Shoreview Park that was established as a temporary facility and has not had permanent fencing or other amenities provided. It would also convert the unusable dirt soccer field to grass making it available for little league, softball and youth soccer. The Kruckeberg Botanic Garden was not included on the PFAC recommended list but is proposed here in recognition of the ADA needs at the Garden and to augment a \$200,000 bequest received by the garden for access improvements to the children’s garden area.

Based on this, staff recommends including \$5.3 million in funding for additional park improvements in a bond measure. An alternative would be to include fewer, different or no additional park amenities.

Table 4: Staff Recommended Park Amenity Priorities

Park	Improvements	Estimated Cost (millions)
James Keough	Off-leash area, play area, parking, landscaping, perimeter trail	\$1.8
Town Center	Landscaping, art, gathering plaza	\$0.75
Ridgecrest	Off-leash area, play area	\$0.75
Shoreview	Off-leash area upgrades, dirt soccer field conversion to grass for little league, etc.	\$1.5
Kruckeberg	ADA improvements to education center and children's garden	\$0.5
TOTAL		\$5.3

What is an Appropriate Amount to Include for Park Land Acquisition?

At its Strategic Planning Workshop on February 28, 2020, the Council expressed interest in including funding for park land acquisition in a bond measure in 2020. Table 5 below presents optional levels of funding for park land acquisition. Costs are also included for making improvements to park land that is newly acquired. The associated improvement costs are included as general estimates given that no design work or community outreach has been done to identify what improvements might be desired or appropriate for these new park lands. The new park land improvements budget would provide basic park improvements and it is anticipated that park impact fees and grants would provide additional funding for a higher level of improvements.

Staff recommends \$10 million be included in a bond measure for park land acquisition and \$4.0 million for improvements to acquired property. An alternative would be to add more or include less funding for park land acquisition.

Table 5: Park Land Acquisition Options

Possible Acquisition	Funding Level (millions)	Associated Improvement Costs (millions)
Match for Conservation Futures Tax (CFT) grant for Paramount Open Space, Westminster Triangle	\$1.2	\$0.77
PLUS, a portion of property at Rotary Park	\$3.4	\$1.5
PLUS, additional property at Rotary Park, light rail station areas	\$10.0	\$4.0
Alternative: Acquisition of 17828 Midvale Avenue N (Storage Court)	\$17.0	\$0

What Should the Overall Bond Measure Cost?

The current parks and open spaces bond measure (approved by voters in 2006) is set to be retired in 2021 and removed from property tax bills in 2022. A property owner of a median priced home is paying approximately \$76 in 2020 in property tax towards the repayment of the 2006 bonds. The staff recommendations for park improvements and property acquisition total \$38.5 million, which are outlined in Table 6 below.

Table 6: Staff Recommended Bond Measure

Bond measure component	Cost (millions)
Priority Park Improvements	\$19.2
Priority Park amenities	\$5.3
Park land acquisition	\$10.0
Improvement to acquired property	\$4.0
TOTAL	\$38.5

Table 7 below shows the impact of a \$38.5 million bond measure on a median valued home (\$517,000), a home valued at \$750,000 and a home valued at \$1,000,000. As shown in Table 7, the net impact, or difference between the current 2006 Parks Bond and the proposed Parks Bond, on the owner of a median valued home would be between \$0 and \$12 per month depending on the length of the bond issue.

Table 7: Impacts of an \$38.5 Million Bond Measure

Amount of Bond Issue = \$38,500,000				Cost of Expiring Bond		Net Increase (Decrease)	
	Length of Issue (Years)	Annual Impact	Monthly Impact	Annual	Monthly	Annual	Monthly
						Annual	Monthly
2020 Median Valued Home (\$517,000)	15	\$218	\$18	\$76	\$6	\$142	\$12
	20	\$112	\$9	\$76	\$6	\$36	\$3
	30	\$72	\$6	\$76	\$6	(\$4)	(\$0)
Home Valued at \$750,000	15	\$316	\$26	\$110	\$9	\$206	\$17
	20	\$163	\$14	\$110	\$9	\$53	\$4
	30	\$105	\$9	\$110	\$9	(\$5)	(\$0)
Home Valued at \$1,000,000	15	\$421	\$35	\$147	\$12	\$274	\$22
	20	\$217	\$18	\$147	\$12	\$70	\$6
	30	\$140	\$12	\$147	\$12	(\$7)	(\$1)

What Should the Duration of the Bond Be?

Longer bond terms result in lower annual impact on taxpayers, but taxpayers are impacted over a longer period of time. Additionally, a longer bond term also results in overall higher interest paid by the City. Staff recommends a 20-year bond term as shown below in Table 8.

Table 8: Impacts of an \$38.5 Million Bond Measure for 20 Year Bond

Amount of Bond Issue = \$38,500,000				Cost of Expiring Bond		Net Increase	
	Length of Issue (Years)	Annual Impact	Monthly Impact	Annual	Monthly	Annual	Monthly
2020 Median Valued Home (\$517,000)	20	\$112	\$9	\$76	\$6	\$36	\$3
Home Valued at \$750,000	20	\$163	\$14	\$110	\$9	\$53	\$4
Home Valued at \$1,000,000	20	\$217	\$18	\$147	\$12	\$70	\$6

Should the City Move Forward with the Ballot Measure This Year; If Not, When?

As discussed previously in this staff report, the COVID-19 Health Emergency has changed the environment for a potential bond measure in 2020. Table 9 below presents a list of anticipated ballot measures between 2020 and 2022.

Table 9: Potential Ballot Measures 2020-2022

Election	Potential Measure
2020 General	King County Harborview Hospital Bond
2021	Fire Department Fire Benefit Charge Renewal
2021	King County Best Start for Kids Renewal
2021	King County Family Justice Center
2022	Shoreline Levy Lid Lift
2022	Shoreline School District O&M Levy Replacement/Renewal
2022	Shoreline School District Technology Levy Replacement/Renewal

Given the health emergency that currently exists, the Council may want to delay a ballot measure until the economic impacts from the COVID-19 Health Emergency are more fully understood.

The 2020 General Election will be held on November 3rd. A resolution to place a measure on the ballot is due to King County Elections by August 4th. If Council gives staff direction to move forward with a proposal for the 2020 General Election, staff would present a resolution to Council on July 13th and Council would be asked to act on the resolution on July 27th.

In light of the COVID-19 Health Emergency and the resulting economic impacts, the Council may decide to delay placing a bond measure until a special election in 2021 of which there are two – February and April. King County Elections has not published a calendar for 2021 but staff would anticipate special election dates of February 9th and April 27th. Council would need to act on a resolution to place a bond measure on the ballot by December 11, 2020 for a measure to be on the February special election and by February 26, 2020 to appear on the April special election.

Approval and Validation Requirements

A bond measure requires a minimum 60% ‘yes’ vote to pass. Special and primary elections require that in order for the ballot measure to ‘validate’, that at least 40% of the number of votes cast in the previous general election need to be cast in the special or primary election. The City will not know the actual voters required to validate a 2021 special election until after the 2020 general election in November.

In 2020, King County Elections reports for Shoreline that:

- Active registered voters = 38,362
- Voted at the 2019 General Election = 19,415 (50% voter turnout)
- 40% (minimum to validate a 2020 Special Election) = 7,766
- 60% yes (minimum to receive approval of the bond measure based on the 40% validation) = 4,660
- 60% yes based on voter turnout (requirement to pass at the 2019 General Election) = 11,649 (60% of 19,415 votes)

For the most recent presidential election year (2016):

- Active registered voters = 37,993
- Voted in the 2016 General Election = 30,883 (81% voter turnout)
- 40% (minimum to validate a 2017 Special Election) = 12,353
- 60% yes (minimum to receive approval of the bond measure based on the 40% validation) = 7,412
- 60% yes based on voter turnout (requirement to pass at the 2016 general election) = 18,530 (60% of 30,883 votes)

Staff has done some research on voter turnout for Shoreline for the last few years. Registered Voters and Times Counted for Shoreline precincts for the February 2017, February 2018, and August 2018 elections can be used to illustrate how many voters were sent ballots and how many ballots were returned. In the table below, if there is an “N/A” under the Active Registered Voters and Ballots Returned columns, that means there were no ballots mailed to Shoreline precincts.

Ballot Return Statistics												
Past Elections: https://www.kingcounty.gov/depts/elections/elections/past-elections.aspx												
Year =>												
Month	2016			2017			2018			2019		
	Active Registered Voters	Ballots Returned	Ballots Ready for Counting	Active Registered Voters	Ballots Returned	Ballots Ready for Counting	Active Registered Voters	Ballots Returned	Ballots Ready for Counting	Active Registered Voters	Ballots Returned	Ballots Ready for Counting
November	37,993	31,231	30,863	37,451	14,632	14,459	37,633	28,978	N/A	38,359	19,606	N/A
August	N/A	N/A	N/A	37,801	12,205	12,056	37,430	16,987	N/A	38,427	13,431	N/A
May	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
April	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
February	N/A	N/A	N/A	37,865	14,526	N/A	37,264	11,743	N/A	N/A	N/A	N/A
Final Precinct Level Election Results												

Staff anticipates that the 2020 General Election will have a large turnout and that this will set a high threshold for the validation requirements for the 2021 Special and Primary Elections. At the same time, the number of votes to get 60% approval for the 2020 General Election will be significant.

Staff Recommendation

1. *Should the City move forward with a Park Improvement/Park property acquisition ballot measure?* – **Staff recommends yes.** The Shoreline community has consistently ranked parks and recreation services as a priority. Based on historical responses to resident surveys there has been a high level of satisfaction with parks and an indication that residents want continued investment in park improvements and increased park/open space properties.
2. *Should the City move forward with the ballot measure in 2020 or wait until 2021?* – **Staff leans toward the special election in April 2021 but is also supportive of the November 2020 General Election.** Staff's primary concerns with the November 2020 Election center around the on-going COVID-19 Health Emergency and the related economic impacts, and the 60% threshold for what is expected to be a large voter turn-out. The primary concern with waiting until a Special Election in 2021 (February or April) or the August 2021 Primary is the 40% validation requirements based on the November 2020 General Election. It is possible that there could be Council candidate qualifying elections on the August 2021 Primary and delaying park improvements could continue to see capital cost escalation. The City's 2006 Park Bond was done at a May Special Election and received the needed 60% approval rate to pass, along with sufficient ballots cast to reach the required 40% validation, but 2006 validation numbers were not based on a large voter-turnout in November 2005.
3. *What park improvements should be included in a bond measure?* – **Staff recommends a total of \$28.5M for park improvements.** Staff recommends that the ballot measure include \$19.2M for the four priority parks that were included in the 2019 Proposition No. 1; \$5.3M for park amenity improvements at James Keough, Town Center, Ridgecrest, Shoreview parks and Kruckeberg Botanic Garden; and \$4.0M in improvements on newly acquired park land.
4. *What is an appropriate amount to include for park land acquisition?* – **Staff recommends a total of \$10M for park land acquisition.**
5. *What should the overall bond measure cost?* – **Staff recommends a total of \$38.5M for the bond measure.**
6. *What should the duration of the bond be?* – **Staff recommends 20 years.**

ALTERNATIVES DISCUSSION

Staff has also created a couple of alternatives for a potential ballot measure for Council consideration. Any of these Alternatives could be placed on the 2020 General Election ballot or delayed to a future election. The alternatives are as follows:

Alternative 1a (Staff Recommendation) - \$38.5M

Alternative 1a, which is the staff recommendation, would place a 20-year \$38.5M bond measure on the April 2021 Special Election ballot. As noted above, this alternative includes in the ballot measure \$19.2M for the four priority parks that were included in the 2019 Proposition; \$5.3M for park amenity improvements at James Keough, Town

Center, Ridgecrest, Shoreview parks and Kruckeberg Botanic Garden; \$10M for park land acquisition; and \$4.0M in improvements on newly acquired park land.

Alternative 1b: Priority Park improvements, minimal park acquisition and 17828 Midvale Avenue N (Storage Court) acquisition- \$38.1M

Alternative 1b would include the same items as Alternative 2 below but would also add the cost of paying off the bond anticipation note used to purchase the 17828 Midvale Avenue N property (see Table 10 below). The Council authorized the purchase of the property using proceeds from Bond Anticipation Notes (BANs) and using the proceeds of the storage business revenue to pay the interest. While staff anticipates that the business will generate some additional revenue that will be applied to the purchase price, staff is conservatively estimating that the full purchase price would need to be refinanced through a voter-approved or councilmanic bond at some time in the future. This alternative is roughly the same cost as Alternative 1a, but the \$17M BAN payoff is included as opposed to funding for priority park amenities, greater park land acquisition and greater improvements to acquired property.

Alternative 2: Priority Park improvements and minimal park acquisition - \$21.1M

Alternative 2 would include the four priority park improvements as described in Alternative 1a. In addition, Alternative 2 would include \$1.2 million for property acquisition and \$0.77 million for improvements to the acquired land (see Table 10 below). Property included for acquisition would be Westminster Triangle and Paramount Open Space providing the match for a Conservation Futures Tax grant.

Alternative 3: Priority Park improvements and park acquisition to total \$26 million bond measure - \$26M

The intent of Alternative 3 is to have no net change in the amount that taxpayers are paying for a park related bond measure. The current parks and open spaces bond measure (approved by voters in 2006) is set to be retired in 2021 and removed from property tax bills in 2022. A property owner of a median priced home has been paying approximately \$76 per year in property tax towards the repayment of the 2006 bonds. Maintaining a property tax impact of \$76 per year would allow for \$26.0 million in bonds.

Alternative 3 would include the priority park improvements (1a) and the amount allocated to park land acquisition would be adjusted to maintain a no net change in property tax levels. The result is \$4.5 million available for park land acquisition and \$2.25 million available for improvements to newly acquired land.

Table 10: Bond Measure Alternatives

Bond measure component	Cost (millions)			
	Alternative 1a (Staff Recommendation)	Alternative 1b	Alternative 2	Alternative 3
Priority Park Improvements	\$19.2	\$19.2	\$19.2	\$19.2
Priority Park Amenities	\$5.3			
Park land Acquisition	\$10.0	\$1.2	\$1.2	\$4.5
Improvement to Acquired Property	\$4.0	\$0.7	\$0.7	\$2.3
Storage Court Acquisition		\$17.0		
TOTAL	\$38.5	\$38.1	\$21.1	\$26.0
Net Monthly Impact of 20-year bond measure on median valued home compared to current 2006 Park Bond	\$3	\$3	(\$1)	\$0

STAKEHOLDER OUTREACH

After the adoption of the PROS Plan, staff actively engaged the community in development of park concept designs. The PFAC provided a forum for stakeholders to provide input into park improvements. The PRCS/Tree Board has consistently been kept informed and provided input at its monthly meetings.

The PRCS/Tree Board voted at its May 28, 2020 meeting to recommend the City Council move forward with a Bond measure in November 2020 for park improvements and acquisition that would be a renewal (approximately \$26 million) of the expiring parks bond and the Board would like to offer input on the contents of that Bond measure.

NEXT STEPS

If Council is interested in moving a ballot measure forward for the 2020 (November) General Election, staff recommends that the Council provide direction to staff to bring forward draft ballot language for Council review on July 13, 2020, with potential adoption on July 27, 2020. Council’s direction this evening will provide staff with the guidance on size, timing, and components to include in the ballot measure. If a

measure is going to be placed on the 2020 General Election ballot, the measure must be submitted to King County Elections no later than Tuesday, August 4, 2020.

If Council would like to delay a ballot measure, staff recommends that the Council provide direction to staff to schedule a discussion with Council in November 2020 to reevaluate the current climate.

FINANCIAL IMPACT

This staff report presents four alternatives with a different mix of park improvements and levels of property acquisition funding. Each alternative has associated cost estimates ranging from \$21.1M to \$38.5M. Detailed analysis of the financial impact on taxpayers is included in the Discussion section of this report.

RECOMMENDATION

Staff recommends that Council direct staff to prepare legislation and other materials necessary for placing a funding measure on either the 2020 November General Election or 2021 April Special Election for \$38,500,000 for park improvements and park land acquisition.

ATTACHMENTS

Attachment A - Impact Comparison Recommendation Compared to Alternative 3

Table 1: Impacts of an \$38.5 Million Bond Measure

Amount of Bond Issue = \$38,500,000				Cost of Expiring Bond		Net Increase	
	Length of Issue (Years)	Annual Impact	Monthly Impact	Annual	Monthly	Annual	Monthly
2020 Median Valued Home (\$517,000)	15	\$218	\$18	\$76	\$6	\$142	\$12
	20*	\$112	\$9	\$76	\$6	\$36	\$3
	30	\$72	\$6	\$76	\$6	(\$4)	(\$0)
Home Valued at \$750,000	15	\$316	\$26	\$110	\$9	\$206	\$17
	20*	\$163	\$14	\$110	\$9	\$53	\$4
	30	\$105	\$9	\$110	\$9	(\$5)	(\$1)
Home Valued at \$1,000,000	15	\$421	\$35	\$147	\$12	\$274	\$22
	20*	\$217	\$18	\$147	\$12	\$70	\$6
	30	\$140	\$12	\$147	\$12	(\$7)	(\$1)

*Staff Recommendation

Table 2: Impacts of an \$26.0 Million Bond Measure (Replace Expiring Bond)

Amount of Bond Issue = \$26,000,000				Cost of Expiring Bond		Net Increase	
	Length of Issue (Years)	Annual Impact	Monthly Impact	Annual	Monthly	Annual	Monthly
2020 Median Valued Home (\$517,000)	15	\$147	\$12	\$76	\$6	\$71	\$6
	20*	\$76	\$6	\$76	\$6	\$0	\$0
	30	\$49	\$4	\$76	\$6	(\$27)	(\$2)
Home Valued at \$750,000	15	\$213	\$18	\$110	\$9	\$103	\$9
	20*	\$110	\$9	\$110	\$9	\$0	\$0
	30	\$71	\$6	\$110	\$9	(\$39)	(\$3)
Home Valued at \$1,000,000	15	\$284	\$24	\$147	\$12	\$137	\$11
	20*	\$147	\$12	\$147	\$12	\$0	\$0
	30	\$95	\$8	\$147	\$12	(\$52)	(\$4)

*Staff Recommendation

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ordinance No. 890 - Amending Shoreline Municipal Code Chapter 2.60 Purchasing		
DEPARTMENT:	Administrative Services Department		
PRESENTED BY:	Sara Lane, Administrative Services Director		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

The City’s purchasing regulations, Shoreline Municipal Code (SMC) Chapter 2.60, was adopted in 2001, based on financial management policies that had been in place since the City’s incorporation. Since that time, while this chapter has been amended to reflect changes in statutory law and other housekeeping items, most recently on [September 18, 2017](#), monetary limits related to services, materials, supplies, and equipment have not been updated to reflect a changing economy.

Staff are requesting that Council approve raising the dollar levels in SMC Chapter 2.60 related to services and materials, supplies and equipment. In addition, several “housekeeping” amendments are needed to reflect current practices and to provide clarity and consistency. Council reviewed the proposed substantive changes at their Strategic Planning Workshop in February 2020 and directed staff to draft amendments for further Council consideration.

Tonight, Council will discuss proposed Ordinance No. 890 (Attachment A), which would amend SMC Chapter 2.60 as discussed above. Proposed Ordinance No. 890 is scheduled to be brought back to Council for potential adoption on July 13, 2020.

RESOURCE/FINANCIAL IMPACT:

No direct financial impacts are anticipated as a result of the proposed amendment. The recommended amendments will provide clarity, consistency, and operational efficiencies allowing faster delivery of services.

RECOMMENDATION

No action is required tonight. Staff seeks Council direction on the proposed amendments to SMC Chapter 2.60 – Purchasing. Proposed Ordinance No. 890 is scheduled to be brought back to Council for adoption on July 13, 2020 unless otherwise directed by Council.

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

BACKGROUND

The City's purchasing regulations, Shoreline Municipal Code (SMC) Chapter 2.60, was adopted in 2001, based on financial management policies that had been in place since the City's incorporation. Since that time, while this chapter has been amended to reflect changes in statutory law and other housekeeping items, most recently on [September 18, 2017](#), monetary limits related to services, materials, supplies, and equipment have not been updated to reflect a changing economy. In addition, several "housekeeping" amendments are needed to reflect current practices and to provide clarity and consistency.

The costs of services, materials, supplies, and equipment have increased over time but the thresholds for approval authority and competition requirements have not. There are significant administrative effort and time requirements, for both staff and vendors, related to conducting Requests for Qualifications (RFQs), Requests for Proposals (RFPs), and Bids for the acquisition of services, materials, supplies, and equipment. Additionally, there is the time impact related to seeking Council approval for these actions that impact the City's ability to deliver priority projects to the community.

Unlike the statutes dealing with public works bidding and contracting, in which the values are included in State law and adjusted regularly, there are no similar statutes dealing with the monetary value for non-public works purchasing. The Consumer Price Index (CPI), a general measure of inflation, has increased 44.85% since the purchasing thresholds in SMC Chapter 2.60 were adopted. This means that the purchasing power has diminished and over time, the costly review processes are applied to lower valued contracts.

DISCUSSION

The City Council reviewed many of these proposed changes at their Strategic Planning Workshop in February 2020 and directed staff to draft amendments to make the proposed substantive changes for further Council consideration. Tonight, staff is bringing these proposed changes back to Council for review.

Solicitation and Contract Approval Process

Going through an RFP process, from vendor solicitation through selection, and seeking Council approval for a contract, takes significant resources, both in staff time, vendor time, and expense for publication. The process generally includes preparation of the solicitation, advertisement, pre-submittal conferences/tours, evaluation of the proposals (typically by an evaluation panel), finalist interviews and, ultimately, the award of the contract. The entire process takes approximately 60 hours of total staff time (or about three months). Due to the complexity of the process, the City may not receive the best price as potential bidders may decide not to submit proposals because of the time investment required. In addition, while the process for Council approval is not as onerous, it can add a minimum of three weeks to the contract approval process.

This level of oversight and competition is an important part of the City's purchasing policies for large dollar contracts. However, for relatively small contracts, the cost of the process may exceed its value.

Potential Amendments to SMC Chapter 2.60 Purchasing

Staff have identified several potential amendments to SMC Chapter 2.60 (Exhibit A to Attachment A) for the Council’s consideration. These amendments, shown in the table below, include increases to purchase authorization levels and general housekeeping amendments to ensure internal consistency and to provide for clarification.

The following table provides the proposed amendments and the rationale for the amendment:

Section	Type of Amendment	Current	Proposed	Reason
2.60.020(C)	Substantive	Provides for a small works roster process to award public works contracts, pursuant to RCW 35.23.352, 35A.40.210 and Chapter 39.04 RCW.	Adds an alternative process to award public works contracts as authorized by chapter 39.10 RCW.	Adds an alternative public work contracting process if in the best interest of the City.
2.60.030(C)(6)	Housekeeping	Definitions in non-alphabetical order.	Place in alphabetical order; add new definition.	For ease of amending definitions in future; adds definition for alternative public works.
2.60.040(D)(1)(c)	Substantive	City Manager purchase limit of \$50,000.	Increase to \$100,000.	Consistency with other increases.
2.60.050(A)(1)	Substantive; Housekeeping	Purchase limit for materials, supplies, or equipment equal to/less than \$5,000 – No Competition Required.	Increases threshold to equal to/less than \$10,000.	Increase minimum threshold; eliminates redundant language.
2.60.050(A)(2)	Substantive; Housekeeping	Purchase limit for materials, supplies, or equipment between \$5,001 - \$24,999 – three (3) Written or Oral Quotes Required.	Increases thresholds to \$10,001 to 25,000.	Increase minimum threshold; eliminates redundant language.
2.60.050(B)(4)	Housekeeping	RCW 39.34.080.	RCW 39.34.030.	Correct citation.
2.60.050(B)(5)	Housekeeping	City manager determines.	Adds “or designee”.	Consistency, permits City Manager to designate authority.
2.60.060(D)(4)(b)	Housekeeping	Notice by facsimile or other electronic means.	Notice by electronic means.	Technology update.

Section	Type of Amendment	Current	Proposed	Reason
2.60.060(D)(4)(d)	Housekeeping	Available by telephone inquiry.	Available by inquiry.	Technology update.
2.60.060(F)	Substantive		New, add "Alternative Public Works Contracting Procedures".	Adds an alternative public work contracting process if in the best interest of the City.
2.60.070(A)(1)	Substantive	Equal to or less than \$50,000 authorized by City Manager.	Increase to equal to or less than \$100,000.	Increase dollar threshold.
2.60.070(A)(2)	Substantive	Greater than \$50,000 authorized by City Council.	Greater than \$100,000.	Increase dollar threshold.
2.60.070(B)	Substantive; Housekeeping	Total cost of \$3,000 or less require a contract or purchase order.	Total cost of \$10,000 or less; eliminated a comma.	Increase dollar threshold and clarified language.
2.60.070(C)	Substantive	Individual task orders of on-call service contracts shall not exceed \$50,000.	Increase to not exceed \$100,000.	Increase minimum dollar threshold.
2.60.070(D)(1)(b)	Substantive	Architectural/Engineering service contracts that have an estimated cost of less than \$50,000 can be procured using an informal RFQ process.	Increase threshold to \$100,000 for use of informal process.	Increase minimum dollar threshold for informal process.
2.60.070(D)(1)(c)	Substantive	Architectural/Engineering service contracts greater than \$50,000 must use RFQ process.	Increase threshold to \$100,000 before RFQ required.	Increase minimum dollar threshold for RFQ.
2.60.070(D)(2)(a)	Substantive	Service contracts that have an estimated cost of less than \$50,000 may use informal request process.	Increase threshold to \$100,000 for use of informal process.	Increase minimum dollar threshold for informal process.
2.60.070(D)(2)(b)	Substantive	Service contracts that have an estimated cost in excess of \$50,000 must use RFP.	Increase threshold to \$100,000 for use of RFP.	Increase minimum dollar threshold for RFP.

In addition to the above, additional housekeeping amendments to various sections of chapter 2.60 SMC are being proposed for consistency in terminology throughout the chapter.

Tonight, Council will discuss proposed Ordinance No. 890, which would amend SMC Chapter 2.60 as discussed above. Proposed Ordinance No. 890 is scheduled to be brought back to Council for potential adoption on July 13, 2020.

RESOURCE/FINANCIAL IMPACT

No direct financial impacts are anticipated as a result of the proposed amendment. The recommended amendments will provide clarity, consistency, and operational efficiencies allowing faster delivery of services.

RECOMMENDATION

No action is required tonight. Staff seeks Council direction on the proposed amendments to SMC Chapter 2.60 – Purchasing. Proposed Ordinance No. 890 is scheduled to be brought back to Council for adoption on July 13, 2020 unless otherwise directed by Council.

ATTACHMENTS

Attachment A: Proposed Ordinance No. 890
Attachment A, Exhibit A: SMC 2.60 Amendments

ORDINANCE NO. 890

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON
AMENDING CHAPTER 2.60 OF THE SHORELINE MUNICIPAL CODE
TO UPDATE PURCHASING PROCEDURES.**

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

WHEREAS, Shoreline Municipal Code (SMC) Chapter 2.60 sets forth the purchasing procedures governing the purchase of supplies, materials, equipment, nonprofessional and professional services, public works projects, and real property; and

WHEREAS, SMC Chapter 2.60 was originally adopted in 2001 and, while it has been amended from time to time to reflect changes in procedures or to reflect updates in the law, monetary minimum threshold amounts have not been increased nor have alternative public works contracting procedures been incorporated; and

WHEREAS, in addition to substantive amendments, SMC Chapter 2.60 will benefit from amendments to provide greater clarity or consistency in these purchasing procedures or updates to reflect current practices;

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

Section 1. Amendment to SMC Chapter 2.60. SMC Chapter 2.60 is amended as set forth in Exhibit A to this Ordinance.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this Ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

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

Section 4. Publication and Effective Date. A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect five (5) days after its publication.

PASSED BY THE CITY COUNCIL ON JULY 13, 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

Chapter 2.60

PURCHASING

Sections:

- 2.60.010 Purpose.
- 2.60.020 Policy statement.
- 2.60.030 Definitions.
- 2.60.040 General provisions.
- 2.60.050 Purchase of materials, supplies or equipment.
- 2.60.060 Public works projects.
- 2.60.070 Services.
- 2.60.080 Interlocal joint purchasing agreements.
- 2.60.090 Real property acquisition.

2.60.010 Purpose.

This chapter is intended to direct the contracting for public works, ~~goods, materials, supplies, and equipment,~~ services, and real property at a reasonable cost, using an open, fair, documented and competitive process whenever reasonable and possible. The integrity, efficiency, and effectiveness of ~~Shoreline~~the city's procurement functions are critical elements of sound government.

2.60.020 Policy statement.

A. The city desires a fair and open process ~~for procurement of goods and services~~ that is free from the potential for bias and conflict of interest. In addition, the city desires consistent and appropriate practices for solicitations and contracting. All ~~purchases~~ procurements of goods and services shall provide the city with the best quality and best value. All purchases are to be made within budgetary limitations and for the purpose of the goals and objectives approved in the city's budget. Any purchase made that is not within budgetary limits shall be pre-approved through a budget amendment process. All purchases made by the city shall ultimately be approved by the city council through the voucher approval process.

B. The administrative services department is charged with developing administrative procedures to implement this chapter. ~~These administrative p~~Procedures should ensure the fiscal responsibility of the city in expending resources for goods and services for city operations. ~~The procurement purchasing procedures of the city~~ and shall be based on guidelines provided in the Revised Code of Washington, by the State Auditor's Office, and by Municipal Research Services Center.

C. The purchasing procedures of this chapter govern the purchase of ~~supplies, materials, supplies,~~ and equipment, nonprofessional and professional services, and public works contracts. These ~~policies~~ procedures establish a small works roster process ~~and an alternative process~~ to award public works contracts. ~~The small works roster procedures are established for use by the city, pursuant to~~ as authorized by RCW 35.23.352, 35A.40.210, and Chapter 39.04, and chapter 39.10 RCW RCW. ~~Lease of equipment or other personal property shall follow procedures for purchase of goods, with the aggregate of lease payments used in lieu of purchase price. Purchase or lease of real estate, franchise agreements, and intergovernmental or interlocal agreements will be entered into in accordance with state law.~~

2.60.030 Definitions.

A. "Professional services" are services provided by consultants that provide highly specialized, generally one-time expertise to solve a problem or render professional opinions, judgements or recommendations. The labor and skill involved to perform these types of services are predominately mental or intellectual, rather than physical or manual. Examples include graphics design, advertising, analysis, financial expertise, accounting, artists, attorneys, bond brokers, computer consultants, insurance brokers, economists, planners, real estate services, etc. This term does not include architectural and engineering services.

B. "Nonprofessional services" are services that are purchased by the city in which the contractor receives specific instructions and guidance from the city and does not meet the definition of professional services, architectural and

~~engineering services, or services required to pay prevailing wages. Examples include machine repair, debt collection services, temporary service agencies, credit card services, equipment service agreements, auctioning services, delivery services, inspections, advertising, etc.~~

~~C. "Architectural and engineering services" means professional services rendered by any person, other than a city employee, to perform activities within the scope of the professional practice of architecture (Chapter 18.08 RCW), professional practice of engineering and land surveying (Chapter 18.43 RCW), and/or professional practice of landscape architecture (Chapter 18.96 RCW).~~

~~D. "Ordinary maintenance" is work not performed by contract and that is performed on a regularly scheduled basis (e.g., daily, weekly, seasonally, semiannually, but less frequently than once per year), to service, check, or replace items that are not broken; or work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary.~~

~~E. "Public work," as defined in RCW 39.04.010, means a complete project, and includes all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the city or which is by law a lien or charge on any city property. Public work projects include the related materials, supplies and equipment to complete the project. Public works include contracts for maintenance of city facilities or real property.~~

~~F. "Small works roster" is a roster of qualified contractors maintained for use in a modified formal bid process. When the contract amount for a public works project is less than the dollar threshold for small public works projects as provided under RCW 39.04.155, as amended, the city may follow the small works roster process for construction of a public work or improvement as an alternative to formal competitive bid requirements.~~

~~G. "Request for proposals (RFP)" means a process that requests interested firms to submit a statement of their proposal for completing a project. Proposals are then evaluated based on the idea, including originality, suitability, practicality, expertise, etc. Proposals may be selected based on the quality of the proposal, and to a lesser extent, experience, cost, and references.~~

~~H. "Request for qualifications (RFQ)" means a process that requests interested consultants to submit a letter of interest and a statement of their qualifications. Consultants are evaluated upon their qualifications, expertise, and references. Cost cannot be a consideration until after a consultant has been selected at which point the price may be negotiated.~~

~~I. "Informal competitive quotes" are price quotes from vendors that are obtained using a variety of mediums such as phone, fax, e mail, or writing. Results must be documented and submitted with a purchase order request or with an invoice for direct pay. The selection of the vendor is primarily based on the lowest cost from a responsible vendor.~~

~~J. "Formal competitive bid" is the process of advertising and receiving sealed written bids from perspective vendors. The selection of the vendor is primarily based on the lowest cost from a responsible vendor.~~

~~K. "Life cycle cost" means the total cost of an item to the city over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.~~

~~L. "On-call contract" means a contract that is awarded with general provisions for the services to be rendered. As services are to be rendered, specific task orders are initiated that are to be completed by the contracting firm.~~

~~M. "Interlocal agreements" are the exercise of governmental powers in a joint or cooperative undertaking with another public agency. Purchase of supplies, equipment or services from another public agency which is not an exercise of the city's governmental powers is not an interlocal agreement and shall be approved under SMC 2.60.050 or 2.60.070. [Ord. 793 § 1 (Exh. A), 2017; Ord. 446 § 1, 2007; Ord. 335 § 1, 2003; Ord. 302 § 1, 2002; Ord. 272 § 1, 2001]~~

"Alternative public works contracting procedure" means the design-build, general contractor/construction manager, and job order contracting procedures authorized by RCW 39.10.300, 39.10.340, and 39.10.420, respectively.

“Architectural and engineering services” means professional services rendered by any person, other than a city employee, to perform activities within the scope of the professional practice of architecture (Chapter 18.08 RCW), professional practice of engineering and land surveying (Chapter 18.43 RCW), and/or professional practice of landscape architecture (Chapter 18.96 RCW).

“Director” means the Administrative Services Director.

“Formal competitive bid” is the process of advertising and receiving sealed written bids from perspective vendors. The selection of the vendor is primarily based on the lowest cost from a responsible vendor.

“Informal competitive quotes” are price quotes from vendors that are obtained using a variety of mediums such as phone or electronic mail (e-mail). Results must be documented and submitted with a purchase order request or with an invoice for direct pay. The selection of the vendor is primarily based on the lowest cost from a responsible vendor.

“Interlocal agreements” are the exercise of governmental powers in a joint or cooperative undertaking with another public agency. Purchase of materials, supplies, equipment, or services from another public agency which is not an exercise of the city’s governmental powers is not an interlocal agreement and shall be approved pursuant to SMC 2.60.050 or 2.60.070.

“Life cycle cost” means the total cost of an item to the city over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.

“Nonprofessional services” are services that are purchased by the city in which the contractor receives specific instructions and guidance from the city and does not meet the definition of professional services, architectural and engineering services, or services required to pay prevailing wages. Examples include machine repair, debt collection services, temporary service agencies, credit card services, equipment service agreements, auctioning services, delivery services, inspections, advertising, etc.

“On-call contract” means a contract that is awarded with general provisions for the services to be rendered. As services are to be rendered, specific task orders are initiated that are to be completed by the contracting firm.

“Ordinary maintenance” is work not performed by contract and that is performed on a regularly scheduled basis (e.g., daily, weekly, seasonally, semiannually, but less frequently than once per year), to service, check, or replace items that are not broken; or work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary.

“Professional services” are services provided by consultants that provide highly specialized, generally one-time expertise to solve a problem or render professional opinions, judgements or recommendations. The labor and skill involved to perform these types of services are predominately mental or intellectual, rather than physical or manual. Examples include graphics design, advertising, analysis, financial expertise, accounting, artists, attorneys, bond brokers, computer consultants, insurance brokers, economists, planners, real estate services, etc. This term does not include architectural and engineering services.

“Public work,” as defined in RCW 39.04.010, means a complete project, and includes all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the city or which is by law a lien or charge on any city property. Public work projects include the related materials, supplies and equipment to complete the project. Public works include contracts for maintenance of city facilities or real property.

“Request for proposals (RFP)” means a process that requests interested firms to submit a statement of their proposal for completing a project. Proposals are then evaluated based on the idea, including originality, suitability, practicality, expertise, etc. Proposals may be selected based on the quality of the proposal, and to a lesser extent, experience, cost, and references.

“Request for qualifications (RFQ)” means a process that requests interested consultants to submit a letter of interest and a statement of their qualifications. Consultants are evaluated upon their qualifications, expertise, and references. Cost cannot be a consideration until after a consultant has been selected at which point the price may be negotiated.

“Small works roster” is a roster of qualified contractors maintained for use in a modified formal bid process. When the contract amount for a public works project is less than the dollar threshold for small public works projects as set forth in RCW 39.04.155, as amended, the city may follow the small works roster process for construction of a public work or improvement as an alternative to formal competitive bid requirements.

“Unit priced contract” means a competitively bid contract in which public works are anticipated on a recurring basis to meet the needs of the city under which the contractor agrees to a fixed period indefinite quantity delivery or work at a defined unit price for each category of work as set forth in RCW 39.04.235, as amended.

2.60.040 General provisions.

A. Federal or State Funds. When a ~~procurement~~ purchase involves the expenditure of state or federal funds or grants, purchasing shall be conducted in accordance with any applicable federal or state laws or regulations.

B. Breaking Down or Splitting Purchases. The breaking down, or splitting, of any purchase or contracts into units of phases for the purpose of avoiding the maximum dollar amount is prohibited.

C. ~~Emergency Procurements Purchases~~. Notwithstanding any other provisions of this chapter, the city manager or ~~their~~ designated agent may make or authorize others to make emergency ~~procurements~~ purchases of materials, supplies, equipment, or services without complying with the requirements of this ~~section~~ chapter when there exists a threat to public health, welfare, or safety or threat to proper performance of essential functions; provided, that such emergency ~~procurements~~ purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular ~~vendor or~~ contractor shall be included in the contract file. As soon as practicable, a record of each emergency ~~procurement~~ purchase shall be made and shall set forth the ~~vendor's or~~ contractor's name, the amount and type of the contract, and listing of the item(s) procured under the contract, which shall be reported to the city council at the next subsequent meeting.

D. Amendments and Change Orders.

1. Amendments or change orders to contracts, ~~including interlocal agreements~~, which result in the final contract amount in excess of purchase limits identified in this chapter may be administratively approved if the changes are:

- a. Within the scope of the project or purchase;
- b. Executed in writing;
- c. The amount in excess of the city manager's purchase limits ~~will~~ shall not exceed ~~\$50,000~~ 100,000.

2. Contract amendments that are strictly a change in contract expiration date may be administratively approved.

3. The value of all change orders will be aggregated, and when any single amendment or combination of change orders on the same project or purchase exceeds the limit under subsection (D)(1)(c) of this section the change must be approved by the city council, except:

- a. For service contracts to accomplish an ongoing city program rather than a discrete project, the aggregation of administrative change orders shall be recalculated after each contract year;
- b. Where the size of the contract makes it probable that administrative change order authority will be quickly exhausted, the city council may, upon recommendation of the city manager, extend the aggregate limits of subsection (D)(1)(c) of this section upon award of the particular contract; ~~and or~~
- c. A contract amendment approved by the city council under this subsection ~~(D)(3) of this section~~ shall allow new administrative amendments or change orders to the amended contract that satisfy the requirements of subsection (D)(1) of this section.

E. Procurement Methods. Allowable procurement methods include the use of purchase orders, direct purchases (no purchase order), procurement cards, personal reimbursement, petty cash, credit cards, and contracts as long as those procurement methods are used in compliance with ~~these purchasing policies~~ this chapter. With appropriate security and internal controls these purchasing methods may be used electronically.

F. Signature Authority. The city manager may delegate the signature authority provided in this chapter to other city employees as deemed appropriate.

2.60.050 Purchase of materials, supplies or equipment.

A. Purchasing Limitations. Purchase limitations apply to the cost of individual items or the sum of the same items purchased at the same time to fulfill a specific business need, which are not part of a public works project as defined by RCW 39.04.010 and ~~these policies~~ this chapter. Cost is inclusive of sales tax, delivery charges and any related miscellaneous charges. The city manager may authorize the acquisition of materials, supplies, or equipment with a cost of equal to or less than \$100,000 ~~or less; otherwise city council approval is required~~.

1. Purchases Equal To or Less Than ~~\$5,000~~ 10,000. Purchases ~~of materials, supplies, or equipment~~, where the cost is ~~\$5,000~~ 10,000 or less, do not require any informal or formal competitive quotes or purchase orders.

Departments are allowed to make these purchases administratively in accordance with administrative procedures adopted and approved by the city manager developed by the Director.

2. Purchases Greater Than ~~\$5,000~~ 10,000 but Equal To or Less Than \$25,000. Purchases ~~of materials, supplies, or equipment~~, where the cost is greater than ~~\$5,000~~, 10,000 but equal to or less than \$25,000, require that the city make every effort to obtain a minimum of three written or oral informal competitive quotes.

3. Purchases Greater Than \$25,000 but Equal To or Less Than \$50,000. Purchases ~~of materials, supplies, or equipment~~, where the cost is greater than \$25,000, but equal to or less than \$50,000, require that the city obtain a minimum of three written informal competitive quotes ~~(excludes telephone quotes)~~ in accordance with administrative procedures adopted and approved by the city manager developed by the Director.

4. Purchases Greater Than \$50,000 but ~~Less Than or Equal to~~ or Less Than \$100,000. Purchases ~~of materials, supplies, or equipment~~, where the cost is greater than \$50,000, but ~~less than or equal to~~ or less than \$100,000 require that the city follow formal competitive bidding processes.

5. Purchases Greater Than \$100,000. Purchases ~~of materials, supplies, or equipment~~, where the cost is greater than \$100,000 require that the city follow formal competitive bidding processes. The city council shall authorize these purchases based on the results of the formal competitive bidding process and city staff recommendations.

6. The lease of equipment or other personal property shall follow the procedures contained in this section with the aggregate of lease payments over the life of the lease serving as the bases for the purchase cost.

B. Exceptions to Purchasing Limitations. The city manager is authorized to allow open market purchases without obtaining the regularly required competitive quotes or bids under the following conditions:

- 1. Surplus or Distress Sale. When it is possible to procure obvious bargains through the procurement of surplus or distress material, supplies, or equipment.

2. Auctions. RCW 39.30.045 authorizes the city to acquire ~~supplies, materials, and equipment~~ materials, supplies, or equipment through an auction conducted by the United States or any agency thereof; an agency of the state of Washington; a municipality or other government agency; or any private party; without quotations or bids, if the items to be purchased can be obtained at a competitive price.

3. Items for Quick Delivery. When the obtaining of competitive bids or quotations will cause delay resulting in an appreciable loss to the city.

4. Interlocal Joint Purchasing Agreements. Materials, ~~equipment, supplies, and services~~ or equipment may be purchased ~~under pursuant to~~ RCW 39.34.080 using joint purchasing agreements with a city, county, state or other public agency ~~where bid requirements of this chapter have been followed by the cooperating agency in obtaining bids.~~ Such joint purchasing agreements shall be approved by the city council prior to solicitation of vendors.

5. Sole Source Procurement. A contract for the purchase of materials, supplies, or equipment may be awarded without complying with the bidding requirements of this chapter when the city manager or designee determines, after conducting a good faith review of available resources, that there is only one source of the required materials, supplies, or equipment. The Director or designee shall conduct negotiations, as appropriate, as to price, terms, and delivery time. A record of sole source procurement shall be maintained that lists each contractor's name, the amount and type of each contract, and a listing of the item(s) procured under each contract.

6. No Bids or Quotations Received. When no bids or quotations are received in response to an invitation to bid or request for quotations, the Director or designee is authorized to procure the required item through direct negotiations with a vendor or to rebid as the city manager deems appropriate.

C. Informal Competitive Quotes.

1. A city representative shall make ~~an a~~ a reasonable effort to ~~contact~~ solicit quotes from at least three vendors. The number of vendors ~~contacted~~ solicited may be reduced if the item being sought is only available from a smaller number of vendors. When fewer than three quotes are requested or, if there are fewer than three ~~replies~~ responses, an explanation shall be placed in the procurement file.

2. Whenever possible, quotes ~~will~~ shall be solicited on a lump sum or fixed unit price basis.

3. At the time quotes are solicited, the city representative shall not inform a vendor of any other vendor's quote.

4. A written record shall be made by the city representative of each vendor's quote ~~on the materials, supplies, or equipment,~~ and of any conditions imposed on the quote by such vendor.

5. All of the quotes shall be collected and presented at the same time to the ~~city manager~~ Director or designee as appropriate for consideration, determination of the lowest responsible vendor and award of purchase.

6. Whenever there is a reason to believe that the lowest acceptable quote is not the best price obtainable, all quotes may be rejected and the city may obtain new quotes or enter into direct negotiations to achieve the best possible price. In this case, the Director or ~~their~~ designee shall document, in writing, the basis upon which the determination was made for the award.

D. Formal Competitive Bid.

1. General. Unless otherwise specifically approved by the city council, all contracts relating to the purchase of materials, equipment, or supplies where the cost is ~~in excess of~~ greater than \$50,000, shall be by sealed bid.

2. Invitation for Bids. An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions applicable to the procurement.

3. Public Notice. Public notice of the invitation for bids shall be published at least once in a newspaper of general circulation within the city, not less than ~~43~~ thirteen (13) calendar days prior to the date set forth therein

for the opening of bids, unless for good cause shown, the city council authorizes a different period of time. The public notice shall state the date and time of bid opening. Bids not received by the date and time stated for bid opening ~~will~~ shall not be accepted or considered.

4. Bid Opening. Bids shall be opened publicly and recorded at the time and place designated in the invitation for bids.

5. Withdrawal of Bids —~~Cancellation of Awards.~~ Bids may be modified or the bid may be withdrawn by written ~~or telegraphic~~ notice received in the office designated in the invitation for bids prior to the time set for opening. Notice may be delivered personally, by U.S. mail, by a recognized overnight courier service, or by electronic mail (e-mail). After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration, submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake in the bid was made and not a mistake in judgment, and the bid price actually intended was different than what was submitted. All decisions to permit the withdrawal of bids after bid opening, ~~or to cancel awards or contracts~~ based on bid mistakes, shall be made by the ~~city manager~~ Director or designee.

6. Award. For purchases equal to or less than \$100,000, the bids shall be submitted to the city manager for authorization. ~~and f~~For purchases greater than \$100,000, the bids shall be submitted to the city council, along with ~~the~~ staff recommendation on selection of lowest responsible vendor. The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The city may reject all bids at its discretion.

E. Lowest Responsible Vendor. The following factors, in addition to price, may be taken into account by the city in determining the lowest responsible vendor:

1. Any preferences provided by law to local products and vendors;
2. Such other information as may be secured indicating a reasonable probability that the ~~contractor will~~ vendor shall not be able to perform the contract according to its terms and specifications.

F. Life Cycle Costing. In considering the purchase of materials, ~~equipment~~, supplies, or equipment, whenever there is a reason to believe that applying the “life cycle costing” method of quote evaluation would result in the lowest total cost to the city, first consideration shall be given to purchases with the lowest life cycle cost which complies with the specifications.

G. Recycled Products. The city shall ~~also~~ seek to maximize purchase of products using recycled materials and products suitable for recycling, unless the purchase will result in an unreasonable increase in price or degradation of quality or performance over comparable products.

2.60.060 Public works projects.

A. Purchasing Procedures. Public works contracts shall follow bid requirements applicable to code cities with a population in excess of 20,000, as set forth in RCW 35.23.352. Cost for a public works project includes all amounts paid for materials, supplies, equipment, and labor on the construction of that project which is inclusive of sales tax, unless exempted by law.

B. Purchasing Limitations. The city manager may authorize the purchase and execution of public works projects equal to or less than the dollar threshold for small works projects as ~~provided under~~ set forth in RCW 39.04.155, as amended.

C. Competitive Bids. “Craft” ~~or “trade”~~ means a recognized construction trade or occupation for which minimum wage categories are established by the Department of Labor and Industries of the state of Washington in the locality of the city’s projects ~~or purchases~~.

1. Projects for single craft or multiple crafts with a reasonably anticipated price equal to or less than the dollar thresholds as ~~provided under~~ set forth in RCW 35.23.352, as amended, do not require the use of competitive quotes or bids. Departments are allowed to make these purchases administratively in accordance with

administrative procedures ~~adopted and approved~~ developed by the Director ~~and the city manager~~. All purchases require a purchase order or an executed contract.

2. Projects for single craft or multiple crafts with a reasonably anticipated price higher than the dollar thresholds as ~~provided under~~ set forth in RCW 35.23.352, as amended, up to the maximum dollar threshold as ~~provided in~~ set forth in RCW 39.04.155, as amended, shall either use the small works roster or a formal competitive bid procurement process. All purchases require a purchase order or an executed contract.

3. Projects with a cost in excess of the maximum dollar threshold as ~~provided in~~ set forth in RCW 39.04.155, as amended, require a formal competitive bid process. The city council shall authorize these purchases and provide authority for the city manager to execute the related contract. ~~All purchases require a purchase order or executed contract.~~

D. Small Works Roster. There is established for the city of Shoreline a small works roster contract award process for accomplishment of public works projects with an estimated value threshold as ~~provided under~~ set forth in RCW 39.04.155, as amended. The city may create a single small works roster, or may create small works rosters for different categories of anticipated work.

1. Roster List. The small works roster ~~(s) or rosters~~ shall consist of all responsible contractors who have requested to be on the list, and where required by law, are properly licensed or registered to perform such work in the state of Washington. In addition to mandatory criteria for determining a responsible ~~vendor~~ contractor under RCW 39.04.350, other criteria listed in SMC 2.60.050(E) may be added.

2. Publication. At least once a year, the city shall publish in a newspaper of general circulation within the city the notice of the existence of the roster ~~(s) or rosters~~ and solicit the names of contractors for such roster ~~(s) or rosters~~. Responsible contractors shall be added to an appropriate roster ~~(s) or rosters~~ at any time that they submit a written request and necessary records.

~~3. Master Contract. The city may require a master contracts to be signed that become effective when a specific award is made using a small works roster. An interlocal contract or agreement between the city of Shoreline and other local governments establishing a small works roster or rosters to be used by the parties to the agreement or contract must clearly identify the lead entity that is responsible for implementing the small works roster provisions.~~

~~3 4. Prequalification and Appeal. Any contractor whose request to be on the list roster(s) has been denied may appeal within 40 ten (10) calendar days after the denial to the city manager, and; the city manager will make a decision within 30 thirty (30) calendar days of the notice of appeal. Any contractor whose appeal to be on the list has been denied by the city manager may appeal, within 10 days after the denial by the city manager, to the city council, and A denial by the city manager may be appealed to the city council within ten (10) calendar days of the date of the decision. ¶The city council shall hold a public hearing on the issue and make a decision within 45 calendar days of receipt of the notice of appeal. A denial that is not appealed or that is appealed and results in a final decision against the contractor, prevents the contractor from applying to be on the list roster(s) for a period of one year from the date of the initial application request.~~

~~4 5. Process. Whenever work that has received city council approval in the current budget, or otherwise been approved by the city council, is sought to be accomplished using a small works roster, a city representative shall obtain telephone, written or electronic quotations from contractors on the appropriate small works roster to assure that a competitive price is established and to award a contracts to the lowest responsible bidder as follows:~~

a. A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This subsection does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

b. Quotations may be invited from:

i. all appropriate contractors on the appropriate small works roster, by sending a notice to these contractors; or by facsimile or other electronic means.

~~C-ii.~~ at least five (5) contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate small works roster. For purposes of this ~~policy subsection~~, “equitably distribute” means that the city may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

c. ~~At the time bids quotations~~ are solicited, the city representative shall not inform a contractor of the terms or amount of any other contractor’s bid for the same project.

d. A written record shall be made by the city representative of each contractor’s bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the ~~bids quotations~~ obtained shall be recorded, open to public inspection, and available upon request ~~by telephone inquiry.~~

e. At least once every year, a list of the contracts awarded under this process are to be furnished to the city council and made available to the general public. The list shall contain the name of the contractor or vendor awarded the contract, the amount of the contract, a brief description of the type of work performed or items purchased under the contract, and the date it was awarded. The list shall also state the location where the ~~bid quotations~~ for these contracts are available for public inspection.

5. Determining Lowest Responsible Bidder. ~~Where bidders have not been prequalified, t~~The city shall award the contract for the public a small works project to the lowest responsible bidder; provided, that whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the city may call for new bids.

6. Cancellation of Invitations for Quotations. Each invitation for quotations issued by the city shall state that the invitation may be cancelled ~~An invitation for quotations may be canceled~~ at the discretion of the Director or designee. The reason(s) for cancellation shall be made part of the contract file. ~~Each invitation for quotations issued by the city shall state that the invitation may be canceled.~~ Notice of cancellation shall be sent to all parties that have been provided with a copy of the invitation. ~~The notice shall identify the invitation for quotations and state briefly the reasons for cancellation.~~

E. Limited Public Works ~~Process.~~ The city may use the limited public works process to award public works projects as ~~provided under~~ authorized by RCW 39.04.155, as amended.

F. Formal Competitive Bid.

1. For public works not using a small works roster, the formal competitive bid process of SMC 2.60.050(D)(2) through (6) shall be used; provided, the city manager may award contracts of less than the dollar threshold for small works as ~~provided under~~ set forth in RCW 39.04.155.

2. All contracts with an estimated cost ~~in excess of~~ greater than \$1,000,000 shall require that no less than fifteen (15) percent of the labor hours performed by workers subject to prevailing wages employed by the contractor or its subcontractors be performed by apprentices enrolled in an apprenticeship training program approved or recognized by the Washington State Apprenticeship and Training Council. Contractor prevailing wage documentation shall be supplemented to monitor compliance with this requirement throughout the contract.

a. The public works director may waive the requirements for apprentices in bid documents ~~under subsections (F)(2)(a) through (e) of this section or reduce the apprenticeship hours during the contract under subsections (F)(2)(d) and (e) of this section~~ if:

a i. The apprenticeship requirement conflicts with state or federal funding conditions, or the conditions of any other grant or funding program;

- ~~b ii.~~ An insufficient number of apprentices are available to meet the contract requirements; or
- ~~e iii.~~ The project involves a high proportion of equipment and materials costs compared to the anticipated labor hours;

b. The public works director may reduce the apprenticeship hours throughout the duration of the contract if:

- ~~d i.~~ The contractor has demonstrated that it has utilized its “best efforts” to meet the established percentage requirement, but remains unable to fulfill the goal; or
- ~~e ii.~~ In order to meet the requirement, the contractor will be forced to displace members of its workforce.

c. A contractor or subcontractor failing to comply with apprenticeship requirements of this subsection shall not be considered a responsible bidder on city public works projects for a period of two (2) consecutive years from the date of the city’s final acceptance of the ~~contract~~ project in which noncompliance occurred.

G. Alternative Public Works Contracting. As an alternative to bidding for public works projects as provided in this chapter, under certain circumstances the city may use alternative public works contracting procedures to award projects as authorized by chapter 39.10 RCW, as amended. The City shall not utilize these procedures unless doing so best serves the public interest.

~~G~~ H. Bid Deposit and Performance Bond for Public Works ~~Improvement~~ Projects.

1. Whenever competitive ~~quotes or~~ bids are required, a bidder shall make a deposit in the form of a certified check or bid bond in an amount equal to ~~not less than five percent of the total bid, which the percentage shall be~~ specified in the call for bids, however this amount shall not be less than five (5) percent of the total bid. As part of any bid submitted, the bidder shall be required to warrant that the bid is a genuine bid, and that they have not entered into collusion with any other bidder or any other person.

2. All public works contractors shall furnish a performance bond in an amount equal to the total amount of the contract on a form approved by the city attorney. In lieu of a performance bond on contracts less than the dollar threshold ~~provided under~~ set forth in RCW 39.08.010, as amended, a contractor may request to have the city accept the percentage allowed by RCW 39.08.010 of the contract retained for a period of ~~thirty (30) calendar~~ days after the date of the city’s final acceptance of the project or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. ~~Following the provisions of as authorized by RCW 39.08.030,~~ the city may, at its option, reduce the amount of a performance bond to not less than twenty-five (25) percent of the total contract amount for on-call, unit priced, or ~~and~~ scheduled maintenance contracts.

2.60.070 Services.

A. Purchasing Limitations. Purchase limitations apply to the cost related to the acquisition of services to fill a specific business need. Cost is inclusive of any required sales tax and related expenses.

1. Contracts ~~or task orders under an on-call agreement to purchase services~~ equal to or less than ~~\$50,000~~ 100,000 may be executed by the city manager.
2. Contracts ~~to purchase services~~ greater than ~~\$50,000~~ 100,000 shall be authorized by the city council.
3. The initial contract procurement process should apply a realistic and complete scope of services and length of time that would be necessary to complete a project unless intermediate stages have documented independent utility, or there is a need for immediate action on a project using a limited scope and council authorization on the full project is processed without delay.

B. Contract or Purchase Order Required. The purchase of services require that the city enter into a contract or purchase order for that service, with the exception of temporary employment agency services, and services with a total cost of ~~\$3,000~~ 10,000 or less in a calendar year. Departments are allowed to make these purchases administratively in accordance with procedures ~~adopted and approved by the city manager~~ developed by the Director.

C. On-Call Service Contracts. On-call service contracts ~~will shall~~ be procured with the process identified in subsection D of this section. Individual task orders of on-call service contracts shall not exceed ~~\$50,000-100,000~~.

D. Process.

1. Architectural, Landscape Architectural, and Engineering Services ~~Contracts~~. Procedures set forth in Chapter 39.80 RCW shall be followed for contracts for architectural and engineering services, as defined in RCW 39.80.020.

a. Services Roster(s). Annually the city ~~will shall~~ publish in advance the anticipated city's requirements for architectural, landscape architectural, and engineering services and its acceptance of statements of qualifications for contractors interested in providing these services. The services roster(s) shall be comprised of responsible contractors who have submitted statements. Responsible contractors shall be added to the services roster(s) at any time that they submit a written request to the City accompanied by a statement of necessity.

b. Contracts Equal to or Less Than \$50,000-100,000. Contracts that have an estimated cost of equal to or less than \$50,000 100,000 can be procured using an informal request for qualification process. This process requires the city representative to develop a written scope of the project and select a qualified contractor from the city's services roster(s). If the city representative does not choose to use the appropriate roster, then ~~a~~ the formal request for qualification process set forth in subsection D(1)(c) of this section shall must be followed.

c. Contracts Greater Than \$50,000 100,000. Contracts that have an estimated cost ~~in excess of~~ greater than \$50,000 100,000 must use a formal request for qualification (RFQ) process. The development of an RFQ along with the proper public notification shall be made in accordance with procedures ~~adopted~~ developed by the Director administrative services department in the best interest of the city; provided, however, that the city manager may in the following circumstances waive the RFQ process for contracts greater than \$50,000 100,000, and allow the acquisition of services rosters as provided in subsection D(3) Waiver of Process of this section. from the city's architectural, landscape architectural and engineering services roster:

i. ~~Quantifiable costs of delay in using an RFQ process are likely to outweigh higher quality performance expected from the RFQ process; or~~

ii. ~~It can be demonstrated that there are insufficient consultants contractors on the services roster that possess the required qualifications to perform the scope of work; or~~

iii. ~~A consultant contractor on the city's services roster has previously provided satisfactory service to the city, has previously provided services related to the specific project, and has the qualifications to perform the scope of work.~~

2. All Other Professional and Nonprofessional Services (Excluding Architectural, Landscape Architectural, and Engineering Services).

a. Contracts Equal to or Less Than \$50,000-100,000. Contracts that have an estimated cost of equal to or less than \$50,000 100,000 can be procured using an informal request for proposal process. This process requires the city representative to develop a written scope of the project. Multiple proposals are optional and at the discretion of the department director. If multiple proposals are used to make a selection, a standard process must be used for obtaining all proposals.

b. ~~Contracts in Excess of~~ Greater Than \$50,000-100,000. Service eContracts that have an estimated cost in excess of \$50,000 shall be procured using a formal request for proposal (RFP) process. The development of an RFP along with the proper public notification shall be made in accordance with administrative procedures developed by the Director ~~adopted by the administrative services department in the best interest of the city; provided, however, that the city manager may in the following circumstances waive~~

the RFP process ~~for contracts greater than \$50,000;~~ as provided in subsection D(3) Waiver of Process of this section.

- i. ~~Quantifiable costs of delay in using an RFP process are likely to outweigh higher quality performance expected from the RFP process; or~~
 - ii. ~~It can be demonstrated that specialized expertise, experience or skill is needed for a successful outcome and outweighs potentially lower price proposals; or~~
 - iii. ~~A consultant has previously provided satisfactory service to the city related to the specific project, and has the qualifications to perform the scope of work.~~
3. Waiver of Process. For all types of services, when a contract has an estimated cost greater than \$100,000, the city manager may waive the RFP process in the following circumstances:
- a. Quantifiable costs of delay in using an RFP process are likely to outweigh higher quality performance expected from the RFP process;
 - b. It can be demonstrated that there are insufficient contractors on the services roster that possess the required qualifications to perform the scope of work or, for non-services roster contracts, that specialized expertise, experience, or skill is needed for a successful outcome and outweighs potentially lower price proposals; or
 - c. A contractor has previously provided satisfactory service to the city related to the specific project and has the qualifications to perform the scope of work.

~~b. 2.60.080 Interlocal joint purchasing agreements.~~

~~A. Cooperative Purchasing. E. Interlocal Joint Purchasing Agreements. Services may be purchased as authorized by RCW 39.34.030 using joint purchasing agreements with a city, county, state, or other public agency. Such joint purchasing agreements shall be approved by the city council prior to utilization. The city may enter into interlocal governmental cooperative purchasing arrangements with other public agencies similarly authorized under RCW 39.34.030 when the best interests of the city of Shoreline would be served thereby. Any cooperative purchasing agreement shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties and shall be governed by the requirements of state law in regard to competitive bidding, when applicable. The competitive bid process of the original jurisdiction shall substitute for Shoreline's. All interlocal joint purchasing agreements shall be presented to the city council for prior approval.~~

2.60.090 Real property acquisition.

A. Real Property – ~~Manager's~~ Acquisition Authority. The city manager is authorized, ~~in the following instances,~~ to accept by gift or acquire dedications, easements, rights-of-way, fee estates or other interests in real property for use by or on behalf of the city or any department of the city by threat of eminent domain, if necessary, in the following instances:

- 1. Minor Acquisitions. Any ~~such~~ acquisition where the purchase price is equal to or less than \$10,000.
- 2. Approved Projects. Any ~~such~~ acquisition which is part of an approved and funded project included in the city's capital improvement plan or a local improvement district ordered by the city council and the cost of the property is not greater than \$50,000 or other amount specifically authorized for a particular project, subject to the following; provided, however,
 - a. Acquisitions in excess of \$25,000 shall be appraised and city manager approval may not exceed 10 percent of the fair market value of the property as determined by the city's appraiser or review appraiser.
 - b. For projects in the city's capital improvement plan, the city manager is authorized to convey city council's intent that these projects ~~will~~ shall be accomplished with the use of eminent domain if necessary.
- 3. Relocation Claims. Where real property acquisition requires relocation, reimbursement of ~~the occupant's relocation costs for relocation~~ are separate mandatory obligations of the city established under state and federal

~~law and~~ not included in the authorization limits of subsection (A)(2) of this section. The city manager is authorized to approve properly documented claims up to the limits prescribed by federal or state law regardless of amount, provided the city council has approved a project relocation plan for the project which includes any good faith parcel relocation cost estimate that exceeds \$50,000 or such higher parcel relocation limit approved by city council for a particular project.

4. All other real property acquisitions ~~will~~ shall be submitted to the city council for approval.

B. Real Property – Manager’s Leasing Authority.

1. The city manager or ~~their~~ designee is authorized to execute leases of real property on behalf of the city where the term of the lease does not exceed one year and the consideration does not exceed \$50,000 per year.

2. A lease that exceeds the limits stated in subsection (B)(1) of this section ~~will~~ shall be submitted to the city council for approval.