



AGENDA

STAFF PRESENTATIONS

PUBLIC COMMENT

SHORELINE CITY COUNCIL

VIRTUAL/ELECTRONIC REGULAR MEETING

Monday, November 23, 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](https://www.shorelinewa.gov)



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



Call into the Live Meeting: 253-215-8782 | 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 November 9, 2020	<u>7a-1</u>	
(b)	Approving Expenses and Payroll as of November 6, 2020 in the Amount of \$1,873,601.72	<u>7b-1</u>	
(c)	Adoption of Ordinance No. 915 - Amending Shoreline Municipal Code Chapter 3.35 Funds to Change the Name of the Agency Fund	<u>7c-1</u>	
8.	ACTION ITEMS		
(a)	Authorizing the City Manager to Sign the Memorandum of Agreement for the Operation of an Enhanced Shelter Within the City of Shoreline with King County and Lake City Partners	<u>8a-1</u>	7:20
(b)	Adopting Ordinance No. 909 – 2020 Comprehensive Plan Annual Docket Amendments to the Shoreline Comprehensive Plan	<u>8b-1</u>	7:50
9.	STUDY ITEMS		
(a)	Discussing Ordinance No. 907 - Amending Development Code Sections 20.20, 20.30, 20.40, 20.50, and 20.80 for Policy Amendments	<u>9a-1</u>	8:20
(b)	Discussing Ordinance No. 912 - Authorizing the Assumption of the Ronald Wastewater District and Authorizing the City Manager to Sign the Joint Petition of Dissolution of the District	<u>9b-1</u>	8:50
10.	ADJOURNMENT		9:10

Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2230 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2230 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, November 9, 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.

(a) Veterans Appreciation Day Proclamation

Mayor Hall proclaimed November 11, 2020 as Veterans Appreciation Day in Shoreline and shared information for viewing the virtual celebration that was created in partnership with the Shoreline Veterans Association and the Starr Sutherland, Jr. Post of the American Legion.

3. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, provided an update on COVID-19 and shared reports and information on various City meetings, projects and events.

Mayor Hall recognized the top performing groups in the Shoreline Climate Challenge and described the actions taken to reduce air pollution, lower utility bills, and support local green jobs.

4. COUNCIL REPORTS

There were no Council Reports.

5. PUBLIC COMMENT

Kathleen Russell, Shoreline resident and member of Save Shoreline Trees, urged Council to preserve specific landmark trees on Dayton Avenue North that may be removed as part of the

Washington State Department of Transportation project. She asked if designation as a development site takes precedent over the Tree Board’s authority in public projects.

Bergith Kayyali, Shoreline resident, suggested the Council develop a Tree Planning Commission to take a holistic look at tree retention and asked the Councilmembers to read her written comments.

Jackie Kurlle, Shoreline resident, said that she agrees with the need to support the regional homelessness problem, but she does not feel the Enhanced Shelter is the best solution.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

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

- (a) Approving Minutes of Special Meeting of October 21, 2020
Approving Minutes of Regular Meeting of October 26, 2020**
- (b) Approving Expenses and Payroll as of October 23, 2020 in the Amount of \$3,819,199.88**

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
9/20/20-10/3/20	10/9/2020	93644-93848	17128-17137	80790-80795	\$732,033.01
					<u>\$732,033.01</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
10/20/2020	1168	\$2,571.75
10/20/2020	1169	\$1,120.15
		<u>\$3,691.90</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
10/11/2020	80731	80731	\$481,498.22
10/11/2020	80732	80754	\$439,970.26

10/11/2020	80755	80760	\$63,781.86
10/11/2020	80761	80787	\$1,122,453.41
10/11/2020	80788	80788	\$1,639.92
10/11/2020	80145	80145	(\$261.51)
10/11/2020	80789	80789	\$261.51
10/18/2020	80796	80810	\$533,755.07
10/18/2020	80811	80826	\$216,916.70
10/18/2020	80827	80856	\$740.00
10/18/2020	80857	80862	\$53,100.00
10/18/2020	80863	80889	\$96,867.55
10/21/2020	80890	80891	\$73,617.12
	Multiple		
10/20/2020	(29)		(\$865.14)
			<u>\$3,083,474.97</u>

(c) Authorizing the City Manager to Enter into a Partnering Agreement with the Central Puget Sound Regional Transit Authority (Sound Transit) for the SR 522 / NE 145th Street Bus Rapid Transit (BRT) Project

8. ACTION ITEMS

(a) Public Hearing and Discussion of Ordinance No. 903 - 2021-2022 Proposed Biennial Budget and the 2021-2026 Capital Improvement Plan

Rick Kirkwood, Budget and Tax Manager, delivered the staff presentation. He gave an overview of the Budget and Capital Improvement Plan (CIP) process to date, summarized the associated revenue sources, and listed the next steps toward adopting the \$245 Million Biennial Budget. He said Ordinance No. 902 has been updated to reflect the potential upcoming adoption of Resolution No. 468, a Resolution of Substantial Need, so the Ordinance would need to be amended should the Council not adopt the Resolution. He displayed a graph of the \$232.4 Million in appropriations for services and capital needs, and listed the current Funds receiving allocations. He shared a breakdown of the \$64,865 in funding allocations proposed for the next two years of the CIP and noted that the amendment to add an additional sidewalk project proposed by Councilmember Roberts will be part of the budget presentation on November 16.

Mayor Hall opened the Public Hearing. Seeing no member of the public wishing to testify, he closed the Public Hearing.

Councilmember Roberts said he submitted a request to staff for an update on the City’s use of translation services in order to help keep Council informed on the ways the City is communicating with all residents. He said he also asked staff to estimate the costs for compensating volunteer members of all City Boards and Commissions and other long-term formal groups. He would like to have a future discussion on whether Board and Commission members should be compensated, since it may help minimize financial impacts to service and get a more diverse set of individuals involved in City business. Mayor Hall agreed that this is an important policy question for future conversation.

Deputy Mayor Scully noted the number of remote viewers at tonight's meeting and thanked those attending. He pointed out that during this year's budget process the Council has asked many questions outside of the meetings in order to allow staff time to research and respond, therefore most questions have already been addressed.

(b) Public Hearing and Discussion of Ordinance No. 908 - Amending Shoreline
Municipal Code Title 20 to Adopt Chapter 20.94, Point Wells – Planned Area 4

Andrew Bauer, Senior Planner, delivered the staff presentation. Mr. Bauer stated that this presentation and Public Hearing focuses specifically on the proposed development regulation amendments, and that the Point Wells Subarea Plan will be incorporated as part of the Comprehensive Plan annual docket process later in the agenda.

Mr. Bauer shared a graphic of the vicinity and described the size and current use of the Point Wells Subarea, which is part of unincorporated Snohomish County and is surrounded by the Puget Sound, the Town of Woodway, and the City of Shoreline. He said the current access is limited to one road. Mr. Bauer explained that Shoreline and the Town of Woodway entered into a Settlement and Interlocal Agreement (ILA) in 2019, which aligns Shoreline and Woodway on many key issues. Both Shoreline and Woodway's plans call out the Subarea as an area for potential annexation, and the agreement notes that Woodway is the first in line to annex it, but if Woodway chooses not to do so, Shoreline would have the opportunity.

Mr. Bauer said the ILA establishes a unified approach for how development in the Subarea would occur and addresses key features to development. He recounted that the ILA included a provision for a joint work group consisting of staff from both cities, which developed its final recommendation over the summer of 2020 and was presented to the Planning Commission prior to coming to Council tonight. He said Woodway is running a parallel review, and that this unified approach is intended to provide clarity and certainty as to the future development of the Subarea.

Mr. Bauer stated that the development regulations are the narrower implementation tool for the Comprehensive Plan and the Subarea Plan included within it. He said should the City annex the Subarea; proposed Ordinance No. 908 would adopt the zoning designation for the Subarea (Point Wells Planned Area 4) and adopt new zoning regulations that would implement that zoning designation.

Mr. Bauer said the proposed development regulations incorporate the main components of the ILA as well as set out the regulations related to uses and development standards, and they cross reference existing standards and address new ones. He said transportation will always be a major focus for the Subarea. The amendments incorporate the main components that were included into the ILA, establishing limits and restrictions for average daily trips (ADT) on both Richmond Beach Road Corridor and Richmond Beach Drive. He said the dimensional standards established by the regulations would minimize the bulk and scale of development and the residential density in the Subarea. He pointed out that the staff recommendation of a maximum density of 44 units *per net* acre is slightly different from the Planning Commission's recommendation of 44 units

per *gross* acre. He said building height standards range from 35 feet to 45 feet, with provisions to go up to 75 feet, pending a view analysis decision.

Mr. Bauer concluded that staff is seeking Council direction on the staff-proposed revisions on the change of calculating residential density by net, rather than gross, acre, along with interpreting how this is calculated; and clarifying the way the traffic restrictions shall be complied with, as detailed in the staff report. He stated that pre-annexation zoning requires two Public Hearings, with the second hearing tentatively scheduled for December 14, 2020.

Mayor Hall opened the Public Hearing.

Bergith Kayyali, Shoreline resident, asked if there would be secondary access through Woodway and what the impacts of 4,000 ADT would look like.

Seeing no additional members of the public wishing to testify, Mayor Hall closed the Public Hearing.

Mr. Bauer responded to the questions from the public, stating that any new growth within the Richmond Beach neighborhood or the Point Wells Planned Area 4 would be subject to the existing restrictions of 4,000 ADT on the corridor, no matter what the specific development is. He said the secondary access requirement would apply regardless of which jurisdiction annexes Point Wells, assuming the standards stipulating this are adopted by both Shoreline and Woodway.

Councilmember Chang confirmed that the intent of the language is that any development generating 250 or more ADT is required to provide a secondary vehicle access through Woodway. She emphasized the importance that this language not be misconstrued.

Councilmember Roberts asked whether the proposed code allows for alternative street design, including pedestrian streets. Mr. Bauer said that the standards are a starting point which would be reviewed as part of the development agreement process. Councilmember Roberts said it is important to create a street grid that works for all users.

Councilmember McGlashan asked if the Town of Woodway is in the process of annexing any portion of the area. Mr. Bauer said that the Upper Bluff portion of the area, as indicated on the map, is annexed into the Town of Woodway and is not part of this Subarea Plan. Councilmember McGlashan asked if the view regulations match for Shoreline and Woodway. Mr. Bauer said the ILA has set the foundation for this work, and Woodway and Shoreline are in alignment in the areas of transportation, height, views, open space, and density. He said there will be some variation between standards in parking and landscaping.

Councilmember Robertson said she supports the staff proposed revisions. She agreed with Councilmember Chang on the need to clarify language to eliminate potential loopholes to traffic requirements.

Mayor Hall confirmed that the staff proposed revision to traffic restrictions is in alignment with Woodway.

Mayor Hall expressed appreciation for the staff work towards this collaboration and reflected on the positive process toward entering into the Interlocal Agreement. He said that while development is no longer imminent at Point Wells, getting regulations and policies in place ahead of time is the best protection for the City. He noted the significant difference between *gross* and *net* acres and described the impact this would have on decreasing the total number of units that would be allowed in the area.

The Council unanimously expressed support for the staff revisions.

9. STUDY ITEMS

(a) Discussing Ordinance No. 909 – 2020 Comprehensive Plan Annual Docket Amendments to the Shoreline Comprehensive Plan

Steve Szafran, Senior Planner, delivered the staff presentation. He said Council added two amendments to the docket in March, which have since been through the Planning Commission review and Public Hearing processes.

Mr. Szafran said the first amendment updates Table 6.6 of the Parks, Recreation, and Open Space (PROS) Plan to expand the area of acquisition of park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets, providing additional opportunities to meet the level of service targets in these neighborhoods.

Mr. Szafran said the second amendment amends the Point Wells Subarea Plan to be consistent with the Interlocal and Settlement Agreement (ILA) between the City of Shoreline and Town of Woodway. He said the Point Wells Subarea Plan is required to meet the goals and policies of the Growth Management Act, Puget Sound Regional Council's Vision 2050, and both King and Snohomish Counties Countywide Planning Policies. He said the Plan also considers the adopted visions of the Town of Woodway and the City of Shoreline. He detailed the following Policies and Goals:

- The Land Use Goals and Policies guide the future development and implement the shared vision of the site, which will require a Master Development Plan permit and be designated as a pedestrian oriented, primarily residential, site.
- The Capital Facilities/Utilities Policies address urban services and the transportation goals and policies main point is that Richmond Beach Drive remain classified as a local access street, and secondary access shall be provided through the Town of Woodway. He noted that Policy 3 will limit traffic on Shoreline streets, and said staff intends to bring back an amendment with clarifying language.
- The Environmental Preservation and Protection Goals and Policies recognize that the Subarea is an industrial site and the future development should include low impact development techniques and oversight from environmental providers.

- The Governance Goals and Policies state that the City of Shoreline and Town of Woodway will continue to work hand in hand, regardless of who annexes the site, and the development regulations will reflect this consistency.
- Updates to Land Use Policy 51 establish the annexation as pursuant to the ILA and directs the Land Use designation.

Mr. Szafran said the final change alters the Comprehensive Plan Land Use Maps, updating Point Wells from Mixed Use to Planned Area 4. He concluded that the Planning Commission recommends approval of the changes to the Subarea Plan.

Councilmember Chang asked how the different traffic measurements fit together. Mr. Szafran said they are all limiting measures, and any one could be the limiting factor.

Deputy Mayor Scully confirmed that there is no financial impact to Amendment 1.

Mayor Hall said he wants to make sure the language about exceeding Level of Service is clarified. He confirmed that in the County and Regional Context section of the Subarea Plan, Countywide Planning Policies DP 5 and DP 17 are associated with Snohomish County, and DP 21 is associated with King County.

Mayor Hall said it is nice to be working toward a collaborative solution with Woodway and reminded Council that until annexation, the regulations for unincorporated Snohomish County apply to the area.

- (b) Discussing Ordinance No. 907 - Amending Development Code Sections 20.20, 20.30, 20.40, 20.50, and 20.80 for Administrative and Clarifying Amendments

Ms. Tarry stated that this is the first portion of the annual batch review. Steve Szafran, Senior Planner, delivered the staff presentation. Mr. Szafran said amendments are generally collected throughout the year and consist of administrative corrections, clarifications, and new policy direction, and that while most come from staff, anyone may submit an amendment. He said there was not a batch in 2019, so these amendments cover two years. He outlined the amendment process to date and listed the schedule leading up to the potential adoption of Ordinance No. 907.

Mr. Szafran said the nine proposed Administrative amendments are “housekeeping” in nature, fixing errors or references in the Development Code and were listed in the staff report. He said there were no changes or comments for these amendments from either the Planning Commission or members of the public and noted the duplication in two amendments that will be corrected by staff prior to adoption of the Ordinance. Mr. Szafran said Mayor Hall had expressed concern that Administrative Amendment 9 would lessen the right of way requirements for private streets and that staff is recommending withdrawing this amendment to allow time for additional analysis.

Mr. Szafran said the 23 proposed clarifying amendments have been subject to interpretation, generated from previous Code interpretation decisions, or conflict with other Code sections. In response to a submitted question regarding Amendment 3, he explained the difference in definition between manufactured and modular homes and specified that the proposed amendment

is for manufactured homes. He stated that Amendment 8 seeks to clarify the fee-in-lieu program and shared the staff proposed amendatory language. Mr. Szafran pointed out that Amendment 18, regarding tree protection standards, generated public comment and discussion by the Planning Commission, and staff feels the proposed amendments strengthen the tree protection measures. He stated that the Mayor has requested an amendment to delete two provisions to Amendment 21, which establishes the criteria in order to apply for parking reductions and he shared the proposed change to the language.

Councilmember Chang said the changes to tree protection standards do a good job of defining requirements but asked how the City monitors compliance during the construction process. Mr. Szafran said he would research the requirements and provisions and report back to Council.

Deputy Mayor Scully said he hopes that there will be a comprehensive look at the tree protection to make sure it lines up citywide. He said Amendment 18 is a great amendment and asked for a definition of ‘development’. Mr. Szafran shared the definition as stated in the Code.

Councilmember Roberts asked about the definition of a junk vehicle as listed in Amendment 2 and asked how vehicles are determined to fit this designation. Mr. Szafran shared examples of factors that could contribute to this determination and John Norris, Assistant City Manager, said the threshold for determining a vehicle to be junk is high and gave an overview of the ways the City evaluates vehicles. The Council discussed the importance of not criminalizing poverty while giving staff the tools needed to handle the complaints received. Margaret King, City Attorney, pointed out that the proposed definition is from the State definition, and Deputy Mayor Scully said he believes the intent of the law is that the vehicle cannot be operated legally and that seems to be the way staff enforces the regulation. Mayor Hall asked that staff remind Council of what the City process looks like when a vehicle is identified as a junk vehicle. Mr. Norris described the measures taken to seek voluntary code enforcement before taking any formal action.

Councilmember Robertson thanked staff for their work on the amendments and spoke in support of the efforts to define additional protections for trees.

Mayor Hall said he appreciates the staff-recommended amendment to link the code language to the fee schedule and said he would like to see it brought forward.

Mayor Hall explained his thinking behind his request for an amendment to 20.50.400(E). He stated the most expensive part of building multi-family housing is the parking. Since the City offers incentives for building affordable housing, he would like to consider parking reductions for developments that provide low income housing, which could be combined with the other parking reductions offered for being near transit.

10. ADJOURNMENT

At 8:35 p.m., Mayor Hall declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of November 6, 2020
DEPARTMENT:	Administrative Services
PRESENTED BY:	Sara S. Lane, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$1,873,601.72 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
10/4/20-10/17/20	10/23/2020	93849-94053	17138-17146	80940-80947	\$911,467.76
Q3 2020 L&I				80948	\$52,866.11
Q3 2020 ESD				80949	\$18,520.95
					<u>\$982,854.82</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
10/27/2020	80892	80892	\$10,000.00
10/27/2020	80893	80911	\$187,341.48
10/27/2020	80912	80919	\$32,660.89
10/27/2020	80920	80939	\$235,214.48
11/1/2020	80950	80961	\$121,935.38
11/1/2020	80962	80973	\$62,945.87
11/1/2020	80974	80974	\$9,000.00
11/1/2020	80975	80978	\$222,080.77
11/1/2020	80979	80986	\$9,568.03
			<u>\$890,746.90</u>

Approved By: City Manager **DT**

City Attorney **MK**

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance No. 915 - Amending Shoreline Municipal Code Chapter 3.35 - Funds to Change the Name of the Agency Fund
DEPARTMENT:	Administrative Services Department
PRESENTED BY:	Sara Lane, Administrative Services Director
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In 1996, the City Council adopted Ordinance No. 98, creating the “Agency Fund” in Shoreline Municipal Code (SMC) Chapter 3.35. The Governmental Accounting Standards Board (GASB) has now issued Statement No. 84, effective for reporting year 2020, a portion of which mandates renaming “Agency Funds” as “Custodial Funds.” Proposed Ordinance No. 915 (Attachment A) would amend SMC Section 3.35.120 to change the name of the City’s “Agency Fund” to “Custodial Fund.”

Tonight, Council is scheduled to adopt proposed Ordinance No. 915. As proposed Ordinance No. 915 is in front of the Council for the first time and is scheduled for adoption on tonight’s Consent Calendar, staff recommends that Council waive Council Rule of Procedure 3.5B, waiving the second reading of this Ordinance, given its routine nature.

RESOURCE/FINANCIAL IMPACT:

There is no substantial resource or financial impact anticipated from the change of fund name.

RECOMMENDATION

Staff recommends that the City Council waive Council Rule of Procedure 3.5B and adopt Ordinance No. 915 to amend Shoreline Municipal Code Section 3.35.120 to change the name from Agency Fund to Custodial Fund.

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

BACKGROUND

In 1996, the City Council approved Ordinance No. 98, creating the City's "Agency Fund" to account for assets held by the City as an agent for individuals, private organizations, other governmental units, and/or other funds. This Fund is included in the Shoreline Municipal Code (SMC) Section 3.35.120. The Governmental Accounting Standards Board (GASB) has now issued Statement No 84, effective for reporting year 2020, a portion of which mandates renaming "Agency Funds" as "Custodial Funds."

DISCUSSION

To make this change required by GASB Statement No. 84, the SMC must be amended by City ordinance. Proposed Ordinance No. 915 (Attachment A) would amend SMC 3.35.120 to change the name from "Agency Fund" to "Custodial Fund."

As proposed Ordinance No. 915 is in front of the Council for the first time and is scheduled for adoption on tonight's Consent Calendar, staff recommends that Council waive Council Rule of Procedure 3.5B, waiving the second reading of this Ordinance, given its routine nature.

RESOURCE/FINANCIAL IMPACT

There is no substantial resource or financial impact anticipated from the change of fund name.

RECOMMENDATION

Staff recommends that the City Council waive Council Rule of Procedure 3.5B and adopt Ordinance No. 915 to amend Shoreline Municipal Code Section 3.35.120 to change the name from Agency Fund to Custodial Fund.

ATTACHMENTS

Attachment A – Ordinance No. 915

ORDINANCE NO. 915

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON,
AMENDING SHORELINE MUNICIPAL CODE SECTION 3.35.120 TO
REFLECT A CHANGE IN THE NAME OF THE FUND.**

WHEREAS, Chapter 3.35 of the Shoreline Municipal Code establishes various funds; and Section 3.35.120 is currently entitled “Agency Fund;” and

WHEREAS, according to the BARS GAAP Manual, Custodial Funds should be used to report all fiduciary activities that are not required to be reported in pension (and other employee benefit) trust funds, investment trust funds or private purpose trust funds; and

WHEREAS, the Washington State Office of the State Auditor, by the Governmental Accounting Standards Board, is requiring that the City amend the title of this fund to “Custodial Fund” to ensure accurate reporting;

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

Section 1. Amendment. Shoreline Municipal Code Section 3.35.120 is amended to read as follows:

3.35.120 ~~Agency~~Custodial fund.

There is created a fund to be known as the “~~Agency~~Custodial Fund” to account for assets held by the city as an agent for individuals, private organizations, other governmental units, and/or other funds

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 days after publication.

PASSED BY THE CITY COUNCIL ON NOVEMBER 23, 2020.

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Julie Ainsworth-Taylor,
Assistant City Attorney
On behalf of Margaret King,
City Attorney

Date of Publication: , 2020
Effective Date: , 2020

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Sign the Memorandum of Agreement for the Operation of an Enhanced Shelter Within the City of Shoreline with King County and Lake City Partners
DEPARTMENT:	Recreation, Cultural and Community Services
PRESENTED BY:	Colleen Kelly, Recreation, Cultural and Community Services Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In April 2020, the City Council adopted Council Goal No. 5, Action Step No. 7, which reads: *“Begin a process of developing partnerships with North King County cities and other key stakeholders in support of siting a 24/7 shelter/navigation center to serve homeless single adults in North King County.”* In response to this Council goal, staff has been working to explore options for the siting of a shelter for homeless adults to serve the North King County area. King County has asked the City to partner with them and Lake City Partners Ending Homelessness in establishing a shelter at the former Oaks at Forest Bay Nursing Home (The Oaks), located at 16357 Aurora Avenue North. The facility could serve as an enhanced homeless shelter for single adults in the short-term (likely three to five years), and permanent supportive housing in the long-term.

The current zoning district of that portion of the Oaks property where buildings are located is R-48 (Residential 48 units per acre) and does not permit homeless shelters. On October 26, 2020, the City Council adopted Ordinance No. 906, which provides interim regulations temporarily authorizing Enhanced Shelters within the R-48 zone for a duration of six months. During that meeting, the Council approved multiple amendments to Ordinance No. 906, including the requirement that a shelter operator and the City enter into an Interlocal Agreement regarding certain operational issues. Subsequently, on November 16, 2020, the City Council adopted Ordinance No. 913 amending the language in Ordinance No. 906 to provide clarity, allow for a more streamlined process, and to include both King County and Lake City Parties as parties to the agreement.

Tonight, staff is requesting that Council discuss the proposed Memorandum of Agreement for the Operation of an Enhanced Shelter with King County and Lake City Partners as required by Ordinance Nos. 906 and 913 and authorize the City Manager to sign the Agreement.

RESOURCE/FINANCIAL IMPACT:

Entering into this Memorandum of Agreement is not expected to have a financial impact on the City.

RECOMMENDATION

Staff recommends that City Council move to authorize the City Manager to sign the Memorandum of Agreement for the Operation of an Enhanced Shelter with King County and Lake City Partners as required by Ordinance Nos. 906 and 913.

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

BACKGROUND

In April 2020, the City Council adopted Council Goal No. 5, Action Step No. 7, which reads: *“Begin a process of developing partnerships with North King County cities and other key stakeholders in support of siting a 24/7 shelter/navigation center to serve homeless single adults in North King County.”* In response to this Council goal, staff has been working to explore options for the siting of a shelter for homeless adults to serve the North King County area.

The City has partnered with King County and Lake City Partners Ending Homelessness in establishing a shelter for homeless adults at the former Oaks at Forest Bay Nursing Home (The Oaks), located at 16357 Aurora Avenue North. The facility will serve the North King County area as an enhanced homeless shelter for adults in the short-term (likely three to five years), and permanent supportive housing in the long-term.

On October 26, 2020, the City Council adopted Ordinance No. 906 which provides interim regulations for the operation of an Enhanced Shelter in the R-48 Zone. During that meeting, Council approved multiple amendments to Ordinance No. 906, including the requirement in the index criteria that a shelter operator and the City enter into an Interlocal Agreement regarding certain operational issues. The staff report for the adoption of this Ordinance can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport102620-8a.pdf>.

Subsequently, on November 16, 2020, Council further adopted Ordinance No. 913, which clarified the index criteria in the interim development regulations adopted by Ordinance No. 906 by stating that the agreement will include both the primary funding partner, King County, as well as the shelter operator, Lake City Partners. This ordinance further provided that the agreement will be “memorandum of agreement” rather than an Interlocal Agreement. The staff report related to the adoption of this Ordinance can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport111620-7d.pdf>.

Tonight, staff is requesting that Council discuss the proposed Memorandum of Agreement for the Operation of an Enhanced Shelter with King County and Lake City Partners as required by Ordinance Nos. 906 and 913 and authorize the City Manager to sign the Agreement.

DISCUSSION

With the adoption of Ordinance No. 913 on November 16, City staff worked with staff from King County and Lake City Partners to develop the required memorandum of agreement responding to the following indexed criteria:

G. *The primary funding organization and shelter operator shall enter into a memorandum of agreement with the City addressing operational issues of concern such as:*

- *Staffing plans;*
- *Requirement for regular reports to the Council on how the shelter is meeting performance metrics;*
- *Documentation of the number of calls for service to the site and an agreement that the shelter operator will be billed for calls over an agreed threshold;*
- *If possible, shelter operator to contribute to the cost of a mental health professional to assist in police response, perhaps through part of the RADAR program;*
- *Require adherence to a Good Neighbor Plan that addresses litter, noise, security procedures, and other issues of concern.*
- *Staff to develop criteria to discontinue the shelter use if documented violations of the operational agreements are not addressed in a timely manner;*
- *Provisions for city approval of any proposed change in shelter operator.*

The final memorandum of agreement, which has been reviewed and approved by staff from both King County and Lake City Partners, is provided as Attachment A to this staff report. The agreement has a term of roughly two and half years to align with the timeframe of the Washington State Department of Commerce grant that has been received by King County to partially fund the operations of the Shelter. The expiration date of the agreement is June 15, 2023 unless it is extended or terminated by mutual agreement of the parties.

The agreement also outlines the following items:

- Operational requirements and responsibilities of King County and the shelter operator (Lake City Partners);
- Priority for those experiencing homelessness in Shoreline as long as this priority doesn't outweigh safety considerations;
- Maximum capacity of the number of guests at the shelter, which is 60 people;
- A staffing plan for Lake City Partners to operate the shelter;
- Requirement for shelter operational data collection and reporting;
- Requirement for the tracking of emergency response calls and review of emergency response if the calls increase over a baseline threshold, including the development of a plan to address the contributing factors of the call increases;
- Requirement for the County and Lake City Partners to comply with their developed Good Neighbor Plan;
- Acknowledgement of the City's Chronic Nuisance Property Ordinance and the City's ability to take action and abate a nuisance on the property, including the ability to direct that the Enhanced Shelter use be discontinued if the City determines that steps to cure the nuisance will not be sufficient to adequately protect community health and safety;
- Requirement for City approval of any change in shelter operator if Lake City Partners were to cease being in that role; and
- Dispute resolution, indemnification, insurance, and other contractual obligations often found in agreements such as this.

Should the Council approve a motion authorizing the City Manager to sign this agreement, Lake City Partners and King County staff will take the same agreement through the approval processes required by their organizations. The agreement will not be considered executed until all parties have signed.

ALTERNATIVES ANALYSIS

An alternative to authorizing the City Manager to sign this agreement is to decline to authorize the City Manager to sign the memorandum of agreement with King County and Lake City Partners. Doing so would mean that the City would not be in compliance with the Interim Development Regulations, and specifically indexed criteria "G", as adopted in Ordinance Nos. 906 and 913. This would therefore preclude an Enhanced Shelter being able to operate in the R-48 zoning district at the former Oaks facility.

COUNCIL GOAL(S) ADDRESSED

This item directly responds to Council Goal #5, Action Step #7: Begin a process of developing partnerships with North King County cities and other key stakeholders in support of siting a 24/7 shelter/navigation center to serve homeless single adults in North King County.

RESOURCE/FINANCIAL IMPACT

Entering into this Memorandum of Agreement is not expected to have a financial impact on the City.

RECOMMENDATION

Staff recommends that City Council move to authorize the City Manager to sign the Memorandum of Agreement for the Operation of an Enhanced Shelter with King County and Lake City Partners as required by Ordinance Nos. 906 and 913.

ATTACHMENTS

Attachment A: Memorandum of Agreement for the Operation of an Enhanced Shelter Within the City of Shoreline, including Exhibits A, B and C

**MEMORANDUM OF AGREEMENT
FOR THE OPERATION OF AN ENHANCED SHELTER
WITHIN THE CITY OF SHORELINE, WASHINGTON**

This **MEMORANDUM OF AGREEMENT** (“Agreement”) is dated as of _____, 2020 (“Effective Date”), and entered into by and among the City of Shoreline, a Washington municipal corporation (“Shoreline” or “the City”), King County, a Washington municipal corporation (“King County”), and Lake City Partners Ending Homelessness, a Washington non-profit corporation (“Lake City Partners”). Shoreline, King County, and Lake City Partners may be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, like many other regions of the United States, King County has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the high cost of housing in the region and the shortage of emergency, transitional, and affordable housing available to serve this population; and

WHEREAS, as a result, King County cities, including Shoreline, have experienced increased incidents of unlawful and unsafe camping activity in and upon portions of the public rights-of-ways, parks, and other public facilities (“Public Property”) not intended for those uses and in violation of local ordinances; and

WHEREAS, use of Shoreline Public Property in this manner creates health and safety risks to homeless persons due to traffic hazards, exposure to weather, inadequate sanitation, and other conditions detrimental to their well-being, and negatively impacts the health, safety, and general welfare of the larger community by degrading the environmental and physical condition of the Public Property, creating traffic hazards, and increasing risks associated with the spread of disease and frustrating the public purpose for which such Public Property is dedicated; and

WHEREAS, in furtherance of the public, safety, and well-being of the homeless and all residents in the City of Shoreline, and to return and preserve Shoreline Public Property for its intended purpose, the Parties have worked together cooperatively and in good-faith towards addressing homelessness; and

WHEREAS, the Parties desire to establish an Enhanced Shelter that makes resources available to serve homeless individuals with the goal of providing supportive housing such that homeless individuals utilizing those resources may transition from temporary facilities into long-term, stable housing solutions; and

WHEREAS, King County has applied for certain grant funds under the Washington State Department of Commerce’s Shelter Program Grant, and intends to utilize those grant funds, along with other available funding, for the future operation of an Enhanced Shelter intended to serve the unsheltered homeless population currently residing with the City of Shoreline and other North King County cities; and

WHEREAS, the United States Secretary of Health and Human Services, the Governor of Washington state and King County Executive have each declared a state of emergency as a result of coronavirus disease 2019 (COVID-19) outbreak and confirmation of person-to-person spread in Washington state; and

WHEREAS, many existing shelters and other sites that traditionally housed persons experiencing homelessness are not suitable for the conditions required under COVID-19, lacking adequate space and ventilation to allow for social distancing necessary to combat the COVID-19 pandemic and associated community transmission and are insufficient to protect and promote public health; and

WHEREAS, King County and Shoreline have a mutual interest in facilitating a deintensification non-congregate shelter care facility for individuals experiencing homelessness who are not able to isolate or quarantine in their own homes during the COVID-19 pandemic with related support uses; and

WHEREAS, King County is considering whether to contract with Lake City Partners to manage and operate an Enhanced Shelter, as defined below, within Shoreline that follows public health best practices; and

WHEREAS, the Parties desire to memorialize terms and conditions relating to the operation and maintenance of an Enhanced Shelter, and other related matters in furtherance of the common purpose of addressing homelessness;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. PURPOSE

The purpose of this Agreement is to set forth parameters, processes and procedures related to how the Parties intend to address issues related to operation and management of an Enhanced Shelter in the City of Shoreline. This Agreement is also meant to comply with the requirement set forth in SMC 20.40.355(G), as adopted by City of Shoreline Ordinance No. 906 and amended by City of Shoreline Ordinance No. 913, which requires King County, as the primary funding organization, and Lake City Partners, as the shelter operator, to enter into an agreement to address Enhanced Shelter operational issues of concern.

II. DEFINITIONS

“Enhanced Shelter” means a 24-hour a day facility intended to provide individuals experiencing homelessness with access to resources including, but not limited to, housing, basic needs, hygiene, case management and social programs as they transition to permanent housing.

III. TERM AND TERMINATION

- A. The term of this Agreement commences on the date executed by all the Parties and shall continue until June 30, 2023, unless extended or terminated by the Parties in accordance with this Agreement.
- B. This Agreement may be extended by mutual, written agreement of the Parties which shall be appended to this Agreement.
- C. This Agreement may be terminated by any Party if any other Party fails to comply with any material provisions of the Agreement, in whole or in part, for default as provided for in this Agreement.

IV. USE, MAINTENANCE, AND OPERATION OF ENHANCED SHELTER

A. ENHANCED SHELTER OPERATION

1. Operator. King County intends to contract with a separate provider for operation of an Enhanced Shelter and, together with Shoreline, has identified Lake City Partners as the likely shelter operator. King County and Shoreline are actively considering the former Oaks at Forest Bay Nursing Home (The Oaks), located at 16357 Aurora Avenue North as the Enhanced Shelter site. The facility would serve the North King County area as an Enhanced Shelter for adults for the term of this Agreement.
2. Responsibilities. As the shelter operator, Lake City Partners will be responsible for reaching out to local service providers to share information about the shelter and provide information related to which clients are eligible to be served and how to make a referral. The Parties currently understand that the local agencies most likely to make referrals to this program include Lake City Partners Outreach; Shoreline Police and Fire Departments; local hospitals; Therapeutic Health Services; International Community Health Services; Hopelink and local faith communities that work with individuals experiencing homelessness.
3. Priority. Because occupancy rates tend to be high, the standard approach used by other shelters in King County is that they notify referring agencies when they have an open space or when they know a bed will soon be vacated. The referring organizations will send over a referral form with information regarding the individual they are working with. If more than one referral is made, Lake City Partner's staff will consider both the location of the household (individual or couple) experiencing homelessness as well as the level of need for the service; *e.g.*, those with health conditions that are being exacerbated by being outdoors. Those with severe health conditions will be prioritized in every case, while those who are currently located in Shoreline will be given the next level of priority. Shelter staff will use a standard set of screening/intake questions before confirming a bed for any given individual.

4. Maximum Residential Capacity. The maximum residential capacity of the Enhanced Shelter shall be 60 people.

B. STAFFING PLAN

Prior to operation, Lake City Partners shall submit to the City the proposed staffing plan for the City's review and comment. In general, the Parties understand that the staffing for the Enhanced Shelter will be supported by a staffing plan that will ensure that there will be a minimum of three trained, professional staff onsite at all times. In addition, Lake City Partners anticipates that the onsite program would include positions such as a full time Program Director, a Licensed Mental Health Specialist, a Registered Nurse, Housing Outreach staff and Housekeeping and Facility Maintenance. Overall Administrative support will be provided by the Executive Team of Lake City Partners including the Executive and Deputy Directors, Volunteer Coordinator, and Administrative Services Office. Lake City Partners retains the right to adjust specific positions as needed to safely and effectively run the program, provided that it may not adjust the minimum requirement of three professional staff members on the premises at all time. Prior to making an adjustment to the approved staffing plan, Lake City Partners shall provide the City a reasonable opportunity to review and comment on the proposed change(s) prior to implementing such changes.

C. SHELTER OPERATIONAL DATA AND PERFORMANCE METRICS

Lake City Partners shall provide project-level reports of County-wide Homelessness Management Information System (HMIS) intake and exit data to the City when requested. Project Intake forms are attached to this Agreement as Exhibit A, and Project Exit forms are attached to this Agreement as Exhibit B. Such reports shall be provided upon request.

Lake City Partners are to submit quarterly reports to Shoreline that shall document, at a minimum, the following:

1. Number of individuals served;
2. Location of where an individual stayed the night before entering the Shelter;
3. General Demographics;
4. Number of Intakes;
5. Number of Exits;
6. Summary of Exit destination.

D. EMERGENCY CALLS FOR SERVICE

Shoreline shall document the average number of 911 (Police and Fire) dispatched calls for service to the Oaks Facility per month for the two years prior to March 2020, to create a baseline average. Shoreline will also track 911 (Police and Fire) dispatched calls for service to the Oaks Facility beginning on the first date of Enhanced Shelter program operations. If said monthly dispatched calls for service are experienced beyond a 25% increase over the baseline average, King County and Shoreline will work with Lake City Partners to reduce the calls to below the threshold level.

The Parties shall evaluate the nature of the calls for service to determine whether additional resources, beyond those anticipated through staffing identified above, are needed to address mental health, police response or other specific needs.

E. GOOD NEIGHBOR PLAN

King County and Lake City Partners shall comply with the Good Neighbor Plan in relation to litter, noise, security procedures, and other potential issues of concern. The Good Neighbor Plan is attached to this Agreement as Exhibit C.

F. ADDRESSING NUISANCE VIOLATIONS

The City has a Chronic Nuisance Property Ordinance (SMC 9.30) which outlines specific conditions that constitute public nuisance activities. King County and Lake City Partners understand and agree that should the Enhanced Shelter be determined a chronic nuisance property as set out in that Chapter, the City may take action to abate the nuisance pursuant to SMC 9.30.050, provided that reasonable notice is given in accordance with this Agreement. King County and Lake City Partners agree that abatement may specifically include the ability to order that the Enhanced Shelter use be discontinued if the City reasonably determines that steps to cure the nuisance will not be sufficient to adequately protect health and safety. If Lake City Partners or King County fail to address any written demand by the City to correct a violation within the cure time stated in the demand, which shall not be more than 45 days or less than 10 days, the City may order the Enhanced Shelter use be discontinued until such violations(s) are corrected.

All Parties shall comply with all applicable federal, state, and local laws. Nothing in this Agreement shall be construed to limit the authority of the City of Shoreline to adopt and apply codes, ordinances, and regulations under its police power for the public health, safety, and general welfare to the operation and management of the Enhanced Shelter addressed by this Agreement.

King County or Lake City Partners may appeal any written demand issued to Shoreline's Hearing Examiner by filing a written appeal with the Shoreline City Clerk within fourteen (14) calendar days of the date of the demand. An appeal hearing shall be conducted as provided in SMC 20.30 Subchapter IV and the Hearing Examiner Rules of Procedure.

G. CHANGES TO SHELTER OPERATOR

Any proposed change to the shelter operator, which at the time of execution of this Agreement is expected to be Lake City Partners, shall be made by King County and will require prior approval of the Shoreline City Council and shall only be approved if the operator is deemed capable and agrees to the terms and conditions of this Agreement, which decision shall be in the sole discretion of the Shoreline City Council. If a new shelter operator is approved by the Shoreline City Council, King County agrees to substitute in the new Operator into this Agreement and if necessary to execute a new Memorandum of Agreement which must be entered into among the Parties that would be in a similar format to this Agreement.

V. REPRESENTATIVES AND NOTICE

A. REPRESENTATIVES

For the purposes of administering this Agreement, the following individuals shall be the representatives for their respective agencies:

City of Shoreline: Bethany Wolbrecht-Dunn, Community Services Manager

King County: Janice Hougen, Special Projects Lead Program Manager III

Lake City Partners: Melanie Neufeld, Executive Director

B. NOTICES

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

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

Director, Department of Community and Human Services
King County
401 5th Avenue, Suite 400
Seattle, WA 98104
(206) 363-9105

Executive Director
Lake City Partners Ending Homelessness
3120 NE 125th Street
Seattle, WA 98125
(206) 361-4630

VI. DISPUTE RESOLUTION, DEFAULT, REMEDIES

The provisions contained in this Agreement depend upon timely and open communication and cooperation among the Parties. In this regard, communication of issues, changes, or problems that arise should occur as early as possible in the process. Each Party shall work cooperatively and in good faith toward resolution of issues in a manner that ensures adequate time for each Party to consider and address the issues.

A. DISPUTE RESOLUTION

1. Any disputes or questions of interpretation of this Agreement that may arise among the Parties shall be governed under the Dispute Resolution provisions in this Section unless a specific procedure is addressed elsewhere in this agreement. The Parties agree to exercise their best efforts to promptly resolve any disputes that may arise through this dispute resolution process.

2. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

a. Level One – The Designated Representatives as identified in this Agreement shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) calendar days after referral of that dispute to Level One, a Party may refer the dispute to Level Two.

b. Level Two – Lake City Partners’ Executive Director, King County Department of Community and Human Services Director or Designee, and the City’s City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

3. If the dispute is not resolved within ten (10) calendar days after referral of that dispute to Level Two, the Parties are free to pursue any remedies otherwise available to them in law or equity. At all times prior to resolution of the dispute, the Parties shall continue to perform under this Agreement in the same manner and under the same terms as existed prior to the dispute.

B. NOTICE OF DEFAULT

No Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then the defaulting Party shall initiate reasonable actions to cure within the thirty (30) day period; provided, however, such default shall not be deemed a cure unless and until the defaulting Party diligently pursues such cure to completion. Nothing in this section is intended to limit Shoreline’s ability to pursue enforcement remedies that may be available pursuant to SMC Chapter 9.30 (Chronic Nuisance Property), as otherwise specified in this Agreement.

C. REMEDIES

Any Party hereto has the right to exercise any and all remedies, singly or in combination available in equity or law, consistent with the dispute resolution and notice of default sections of this Agreement, if applicable, in the event that any Party violates any provision of this Agreement. The Parties agree that specific performance is available for any provision that reasonably lends itself to such remedy.

D. CUMULATIVE REMEDIES

In determining which remedy or remedies for a Party's violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstance. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

E. FAILURE TO ENFORCE

No Parties hereto shall be relieved of any of their obligations to comply promptly with any provision of this Agreement by reason of any failure of another Party to enforce prompt compliance, and one Party's failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

VII. INDEMNITY AND INSURANCE**A. INDEMNIFICATION**

Lake City Partners and King County shall defend, indemnify, and hold each other and the City of Shoreline, and their respective officers, officials, employees and volunteers harmless from any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses of whatsoever kind and nature including but not limited to bodily injury, property damage, COVID-19 claims, and attorney fees ("Indemnified Claims") arising out of or related to the indemnifying Party's negligent acts or omissions in performance of this Agreement, except to the extent injuries and damages are caused by the negligence of another Party or the City of Shoreline.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, their officers, officials, employees, and volunteers, each Party's liability hereunder shall be only to the extent of its own negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. INSURANCE

Lake City Partners shall maintain the types and amounts of liability insurance as specified below, or a fully funded self-insurance program, for the protection and handling of its liabilities, including injuries to persons and damage to property. Upon request by Shoreline and/or King County, and within five (5) business days of such request, Lake City Partners must provide a certificate of insurance or a letter of self-insurance, evidencing such coverage.

1. Professional Liability, Errors or Omissions insurance, appropriate to the activities being performed, with limits of liability not less than \$1,000,000 per claim and in the aggregate.

2. Commercial General Liability insurance at least as broad as Insurance Services Office (ISO) Form CG 00 01 and shall cover liability arising from premises, operation, stop-gap independent contractors, and personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
3. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on ISO Form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage per accident.
4. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
5. Employer's Liability or "Stop-Gap" coverage in the amount of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Worker's Compensation policy Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy.

Shoreline and King County shall be included as additional insureds for full coverage and policy limits on all liability policies (excluding Worker's Compensation and Professional Liability). Lake City Partners shall submit to Shoreline and King County a copy of the insurance certificate(s) and all required endorsement(s) prior to performing any work under this agreement.

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

King County maintains a fully funded Self-Insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. King County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, King County does not have the ability to name an entity as an additional insured.

If King County no longer maintains a fully funded self-insurance program for the protection and handling of its liabilities, King County shall obtain insurance of the types and limits described above during the term of this Agreement and extensions. These policies are to contain, or be endorsed to contain, provisions that 1) King County's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by Shoreline as excess of King County's insurance (except for professional

liability insurance); and 2) King County's insurance coverage shall not be cancelled during the term of this Agreement.

VIII. GENERAL PROVISIONS

A. RECORDS

King County and Shoreline acknowledge that they are local agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and, as such, this Agreement and records arising from the performance of this Agreement are public records subject to disclosure unless an exemption applies. The City and King County will retain this Agreement and all records related to this Agreement consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

B. COMPLIANCE WITH APPLICABLE LAWS

King County and Lake City Partners agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agrees to require the same of any subcontractors providing services or performing any work related to the Agreement.

During the performance of this Agreement, no Party shall, in hiring or employment made possible or resulting from this Agreement, engage in unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, 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 Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, 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.

During the performance of this Agreement, King County and Lake City Partners shall be knowledgeable of, remain current, and comply with all applicable health and safety guidelines, recommendations, and orders related to the COVID-19 public health emergency issued by the Public Health Department for King County, Washington State Department of Health, and/or US Center for Disease Control until such time as the public health emergency is no longer occurring.

C. JURISDICTION AND VENUE

This Agreement shall be interpreted pursuant to the laws of the State of Washington and any judicial action arising from this Agreement shall be in King County Superior Court. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorneys' fees incurred in such action or proceeding.

D. NON-WAIVER OF RIGHTS AND REMEDIES

No term or provisions of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

E. FORCE MAJEURE

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

F. SUCCESSORS OR ASSIGNS

No Party shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other Parties.

G. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into by and among the Parties hereto and is not intended to confer any rights or remedies upon any other persons or entities.

H. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed counterparts, all of which shall be regarded for all purposes as an original.

I. NO REQUIREMENT OR APPROVAL TO PROCEED

This Agreement is made in contemplation of the former Oaks at Forest Bay Nursing Home site being utilized as a potential Enhanced Shelter site, it is not intended to either signify

approval or require that any Party proceed with the operation of a shelter at this or any other location. Nothing in this Agreement shall be construed to limit any discretionary decision whether to proceed with or authorize operation of the Enhanced Shelter contemplates by this Agreement.

J. ENTIRE AGREEMENT

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

K. SEVERABILITY

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

L. CAPTIONS

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

IN WITNESS WHEREOF, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement of behalf of the Party for which he or she is signing on the date indicated next to their signatures.

CITY OF SHORELINE

Debbie Tarry, City Manager

Date

KING COUNTY

Dow Constantine, King County Executive

Date

LAKE CITY PARTNERS ENDING HOMELESSNESS

Melanie Neufeld, Executive Director

Date



QUALITY OF DATE OF BIRTH			
<input type="radio"/>	Full DOB reported	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Approximate or partial DOB reported	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

GENDER *[All Individuals/Clients]*

<input type="radio"/>	Female	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Male	<input type="radio"/>	Client refused
<input type="radio"/>	Trans Female (MTF or Male to Female)	<input type="radio"/>	Data not collected
<input type="radio"/>	Trans Male (FTM or Female to Male)		
<input type="radio"/>	Gender Non-Conforming (i.e. not exclusively male or female)		
<input type="radio"/>	Other		

RACE (Select all applicable) *[All Individuals/Clients]*

<input type="radio"/>	American Indian or Alaskan Native	<input type="radio"/>	Client does not know
<input type="radio"/>	Asian	<input type="radio"/>	Client refused
<input type="radio"/>	Black/African American	<input type="radio"/>	Data Not Collected
<input type="radio"/>	Hawaiian or Other Pacific Islander		
<input type="radio"/>	White/Caucasian		

PLEASE SELECT A TRIBE CATEGORY AND THEN SELECT APPLICABLE TRIBE(S) FROM THE ALPHABETICAL LISTS:

(Please refer to the Tribe guide for selection of specific tribe (insert URL), then write in the tribe name in the space provided):

TRIBE CATEGORY:	TRIBE NAME	TRIBE NAME	TRIBE NAME
<input type="radio"/> U.S. Federally Recognized Tribes			
<input type="radio"/> First Nations Tribes			
<input type="radio"/> Latin American Tribes			
<input type="radio"/> State Recognized Tribes			
<input type="radio"/> Uncategorized Tribes			

IF CLIENT'S TRIBE IS NOT FOUND ON LISTS OR THERE ARE OTHER ISSUES RELATED TO TRIBAL MEMBERSHIP THAT YOU WOULD LIKE TO FLAG, PLEASE ADD A NOTE IN THE FIELD PROVIDED.

Tribal Flag Notes:



ETHNICITY *[All Individuals/Clients]*

<input type="radio"/>	Non-Hispanic/ Non-Latino	<input type="radio"/>	Client does not know
		<input type="radio"/>	Client refused
<input type="radio"/>	Hispanic/Latino	<input type="radio"/>	Data Not Collected
		<input type="radio"/>	Other

VETERAN STATUS *[All Adults]*

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

IF "YES" TO VETERAN STATUS

Year entered military service (year)	
Year separated from military service (year)	

Theater of Operations: World War II

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

Theater of Operations: Korean War

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

Theater of Operations: Vietnam War

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

Theater of Operations: Persian Gulf War (Desert Storm)

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

Theater of Operations: Afghanistan (Operation Enduring Freedom)

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

Theater of Operations: Iraq (Operation Iraqi Freedom)

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused



		<input type="radio"/>	Data not collected
Theater of Operations: Iraq (Operation New Dawn)			
<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected
Theater of Operations: Other peace-keeping operations or military interventions (such as Lebanon, Panama, Somalia, Bosnia, Kosovo)			
<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected
Branch of the Military			
<input type="radio"/>	Army	<input type="radio"/>	Coast Guard
<input type="radio"/>	Air Force	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Navy	<input type="radio"/>	Client refused
<input type="radio"/>	Marines	<input type="radio"/>	Data not collected
Discharge Status			
<input type="radio"/>	Honorable	<input type="radio"/>	Dishonorable
<input type="radio"/>	General under honorable conditions	<input type="radio"/>	Uncharacterized
<input type="radio"/>	Other than honorable conditions (OTH)	<input type="radio"/>	Client doesn't know
		<input type="radio"/>	Client refused
<input type="radio"/>	Bad Conduct	<input type="radio"/>	Data not collected

IN WHAT LANGUAGE ARE YOU BEST ABLE TO EXPRESS YOURSELF? [All Individuals/Clients]

<input type="radio"/>	Amharic	<input type="radio"/>	Polish
<input type="radio"/>	Arabic	<input type="radio"/>	Portuguese
<input type="radio"/>	Cambodian	<input type="radio"/>	Punjabi
<input type="radio"/>	Chinese	<input type="radio"/>	Russian
<input type="radio"/>	English	<input type="radio"/>	Samoan
<input type="radio"/>	Farsi	<input type="radio"/>	Somali
<input type="radio"/>	French	<input type="radio"/>	Spanish
<input type="radio"/>	German	<input type="radio"/>	Swedish
<input type="radio"/>	Greek	<input type="radio"/>	Tagalog
<input type="radio"/>	Hindi	<input type="radio"/>	Tigrinya
<input type="radio"/>	Italian	<input type="radio"/>	Ukrainian
<input type="radio"/>	Japanese	<input type="radio"/>	Vietnamese
<input type="radio"/>	Korean	<input type="radio"/>	Other
<input type="radio"/>	Laotian	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Oromo	<input type="radio"/>	Client refused
<input type="radio"/>	Data not collected	<input type="radio"/>	Other (write in):

CLARITY HMIS: HUD-CoC PROJECT INTAKE FORM

Please ask the questions in the order below assuring that the domestic violence questions are asked first. It is best practice to complete program enrollment with adult household members separately.

RELATIONSHIP TO HEAD OF HOUSEHOLD [All Individuals/Client Households]

<input type="radio"/>	Self	<input type="radio"/>	Head of household - other relation to member
<input type="radio"/>	Head of household's child		
<input type="radio"/>	Head of household's spouse or partner	<input type="radio"/>	Other: non--relation member

DOMESTIC VIOLENCE VICTIM/SURVIVOR [Head of Household and Adults] Has the individual/client experienced a past or current relationship of any type that broke down or was unhealthy, controlling and/or abusive? (This includes domestic violence, dating violence, sexual assault, and stalking.)

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

IF "YES" TO DOMESTIC VIOLENCE

WHEN EXPERIENCE OCCURRED

<input type="radio"/>	Within the past three months	<input type="radio"/>	One year ago or more
<input type="radio"/>	Three to six months ago (excluding six months exactly)	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Six months to one year ago (excluding one year exactly)	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected
Are you currently fleeing?*		<input type="radio"/>	No
		<input type="radio"/>	Client doesn't know
		<input type="radio"/>	Yes
		<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

*If individual/client is currently fleeing or attempting to flee domestic violence please provide the Washington Coalition Against Domestic Violence Hotline at: 1-800-799-7233.

WHEN CLIENT WAS ENGAGED [Street Outreach Only or Night by Night Emergency Shelter]

[Head of Household and Adults]

Date of Engagement:	___/___/_____
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IN PERMANENT HOUSING [Permanent Housing Projects, Head of Household]

<input type="radio"/>	No	<input type="radio"/>	Yes
IF "YES" TO PERMANENT HOUSING			
Housing Move-In Date:		___/___/_____	



CITY OF PERMANENT HOUSING LOCATION *[Rapid Re-Housing Projects, Head of Household and Adults]*

<input type="radio"/>	Unincorporated King County (includes any community not otherwise listed)	<input type="radio"/>	Medina
<input type="radio"/>	Algona	<input type="radio"/>	Mercer Island
<input type="radio"/>	Auburn	<input type="radio"/>	Milton
<input type="radio"/>	Beaux Arts	<input type="radio"/>	Newcastle
<input type="radio"/>	Bellevue	<input type="radio"/>	Normandy Park
<input type="radio"/>	Black Diamond	<input type="radio"/>	North Bend
<input type="radio"/>	Bothell	<input type="radio"/>	Pacific
<input type="radio"/>	Burien	<input type="radio"/>	Redmond
<input type="radio"/>	Carnation	<input type="radio"/>	Renton
<input type="radio"/>	Clyde Hill	<input type="radio"/>	Sammamish
<input type="radio"/>	Covington	<input type="radio"/>	Sea Tac
<input type="radio"/>	Des Moines	<input type="radio"/>	Seattle
<input type="radio"/>	Duvall	<input type="radio"/>	Shoreline
<input type="radio"/>	Enumclaw	<input type="radio"/>	Skykomish
<input type="radio"/>	Federal Way	<input type="radio"/>	Snoqualmie
<input type="radio"/>	Hunts Point	<input type="radio"/>	Tukwila
<input type="radio"/>	Issaquah	<input type="radio"/>	Woodinville
<input type="radio"/>	Kenmore	<input type="radio"/>	Yarrow Point
<input type="radio"/>	Kent	<input type="radio"/>	Washington State (outside of King County)
<input type="radio"/>	Kirkland	<input type="radio"/>	Outside of Washington State
<input type="radio"/>	Lake Forest Park	<input type="radio"/>	Client Doesn't Know
<input type="radio"/>	Maple Valley	<input type="radio"/>	Client Refused
<input type="radio"/>		<input type="radio"/>	Data Not Collected

PRIOR LIVING SITUATION

What was the individual/client's type of residence immediately prior to program enrollment? *[Head of Household and Adults]*

<input type="radio"/>	Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	<input type="radio"/>	Staying or living in a family member's room, apartment or house
<input type="radio"/>	Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	<input type="radio"/>	Rental by client, with GPD TIP housing subsidy
<input type="radio"/>	Safe Haven	<input type="radio"/>	Rental by client, with VASH housing subsidy
<input type="radio"/>	Foster care home or foster care group home	<input type="radio"/>	Permanent housing (other than RRH) for formerly homeless persons
<input type="radio"/>	Hospital or other residential non--psychiatric medical facility	<input type="radio"/>	Rental by client, with RRH or equivalent subsidy
<input type="radio"/>	Jail, prison or juvenile detention facility	<input type="radio"/>	Rental by client, with HCV voucher (tenant or project based)
<input type="radio"/>	Long-term care facility or nursing home	<input type="radio"/>	Rental by client in a public housing unit
<input type="radio"/>	Psychiatric hospital or other psychiatric facility	<input type="radio"/>	Rental by client, no ongoing housing subsidy

<input type="radio"/>	Substance abuse treatment facility or detox center	<input type="radio"/>	Rental by client, with other ongoing housing subsidy
<input type="radio"/>	Residential project or halfway house with no homeless criteria	<input type="radio"/>	Owned by client, with ongoing housing subsidy
<input type="radio"/>	Hotel or motel paid for without emergency shelter voucher	<input type="radio"/>	Owned by client, no on-going housing subsidy
<input type="radio"/>	Transitional housing for homeless persons (including homeless youth)	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Host Home (non-crisis)	<input type="radio"/>	Client refused
<input type="radio"/>	Staying or living in a friend's room, apartment or house	<input type="radio"/>	Data not collected

If Living Situation is "Place not meant for habitation"

Is the individual/client currently living in a vehicle?	<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
	<input type="radio"/>	Yes	<input type="radio"/>	Client refused
			<input type="radio"/>	Data not collected

If "Yes", please select Vehicle Type

<input type="radio"/>	Van	<input type="radio"/>	Client Doesn't Know
<input type="radio"/>	Automobile/Car	<input type="radio"/>	Client Refused
<input type="radio"/>	Camper/RV	<input type="radio"/>	Data Not Collected

Select the city of the prior residence [Head of Household and Adults]

<input type="radio"/>	Unincorporated King County (includes any community not otherwise listed)	<input type="radio"/>	Medina
<input type="radio"/>	Algona	<input type="radio"/>	Mercer Island
<input type="radio"/>	Auburn	<input type="radio"/>	Milton
<input type="radio"/>	Beaux Arts	<input type="radio"/>	Newcastle
<input type="radio"/>	Bellevue	<input type="radio"/>	Normandy Park
<input type="radio"/>	Black Diamond	<input type="radio"/>	North Bend
<input type="radio"/>	Bothell	<input type="radio"/>	Pacific
<input type="radio"/>	Burien	<input type="radio"/>	Redmond
<input type="radio"/>	Carnation	<input type="radio"/>	Renton
<input type="radio"/>	Clyde Hill	<input type="radio"/>	Sammamish
<input type="radio"/>	Covington	<input type="radio"/>	Sea Tac
<input type="radio"/>	Des Moines	<input type="radio"/>	Seattle
<input type="radio"/>	Duvall	<input type="radio"/>	Shoreline
<input type="radio"/>	Enumclaw	<input type="radio"/>	Skykomish
<input type="radio"/>	Federal Way	<input type="radio"/>	Snoqualmie
<input type="radio"/>	Hunts Point	<input type="radio"/>	Tukwila
<input type="radio"/>	Issaquah	<input type="radio"/>	Woodinville
<input type="radio"/>	Kenmore	<input type="radio"/>	Yarrow Point
<input type="radio"/>	Kent	<input type="radio"/>	Washington State (outside of King County)
<input type="radio"/>	Kirkland	<input type="radio"/>	Outside of Washington State

<input type="radio"/>	Lake Forest Park	<input type="radio"/>	Client Doesn't Know
<input type="radio"/>	Maple Valley	<input type="radio"/>	Client Refused
		<input type="radio"/>	Data Not Collected

LENGTH OF STAY IN PRIOR LIVING SITUATION

<input type="radio"/>	One night or less	<input type="radio"/>	One month or more, but less than 90 days	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Two to six nights	<input type="radio"/>	90 days or more, but less than one year	<input type="radio"/>	Client refused
<input type="radio"/>	One week or more, but less than one month	<input type="radio"/>	One year or longer	<input type="radio"/>	Data not collected

LENGTH OF STAY LESS THAN 7 NIGHTS [if prior residence TH, PH]

<input type="radio"/>	No	<input type="radio"/>	Yes
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LENGTH OF STAY LESS THAN 90 DAYS [If prior residence Institutional Housing Situations]

<input type="radio"/>	No	<input type="radio"/>	Yes
-----------------------	----	-----------------------	-----

ON THE NIGHT BEFORE – STAYED ON THE STREETS, IN EMERGENCY SHELTER, OR SAFE HAVEN [Head of Household and Adults / Related to Prior Residences of TH, PH, Institutional]

<input type="radio"/>	Yes	<input type="radio"/>	No
Approximate Date Homelessness Started		____/____/____	
Number of times the individual/client has been on the streets, in Emergency Shelter, or Safe Haven in the past 3 years			
<input type="radio"/>	One Time	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Two Times	<input type="radio"/>	Client refused
<input type="radio"/>	Three Times	<input type="radio"/>	Data not collected
<input type="radio"/>	Four or More Times		
Total Number of Months homeless on the streets, in Emergency Shelter, or Safe Haven in the last 3 years			
<input type="radio"/>	One month (this time is the first month)	<input type="radio"/>	Client doesn't know
<input type="radio"/>	2--12 months (specify number of months): _____	<input type="radio"/>	Client refused
<input type="radio"/>	More than 12 months	<input type="radio"/>	Data not collected

What city did the individual/client live in the last time they had a stable place to live like an apartment or house? [Head of Household and Adults]

<input type="radio"/>	Unincorporated King County (includes any community not otherwise listed)	<input type="radio"/>	Medina
<input type="radio"/>	Algona	<input type="radio"/>	Mercer Island
<input type="radio"/>	Auburn	<input type="radio"/>	Milton
<input type="radio"/>	Beaux Arts	<input type="radio"/>	Newcastle
<input type="radio"/>	Bellevue	<input type="radio"/>	Normandy Park
<input type="radio"/>	Black Diamond	<input type="radio"/>	North Bend



<input type="radio"/>	Bothell	<input type="radio"/>	Pacific
<input type="radio"/>	Burien	<input type="radio"/>	Redmond
<input type="radio"/>	Carnation	<input type="radio"/>	Renton
<input type="radio"/>	Clyde Hill	<input type="radio"/>	Sammamish
<input type="radio"/>	Covington	<input type="radio"/>	Sea Tac
<input type="radio"/>	Des Moines	<input type="radio"/>	Seattle
<input type="radio"/>	Duvall	<input type="radio"/>	Shoreline
<input type="radio"/>	Enumclaw	<input type="radio"/>	Skykomish
<input type="radio"/>	Federal Way	<input type="radio"/>	Snoqualmie
<input type="radio"/>	Hunts Point	<input type="radio"/>	Tukwila
<input type="radio"/>	Issaquah	<input type="radio"/>	Woodinville
<input type="radio"/>	Kenmore	<input type="radio"/>	Yarrow Point
<input type="radio"/>	Kent	<input type="radio"/>	Washington State (outside of King County)
<input type="radio"/>	Kirkland	<input type="radio"/>	Outside of Washington State
<input type="radio"/>	Lake Forest Park	<input type="radio"/>	Client Doesn't Know
<input type="radio"/>	Maple Valley	<input type="radio"/>	Client Refused
		<input type="radio"/>	Data Not Collected

DISABLING CONDITION [All Individuals/Clients]

If individual/client is in need of resources, contact the following as appropriate:

For aging or disability support, call the Community Living Connections Line at: 206-962-8467/1-844-348-5464(Toll Free),

For crisis services: Crisis Connections at: 1-866-427-4747,

For mental health or substance use services: King County Behavioral Health Recovery Client Services Line: 1-800-790-8049,

For confidential peer support: Washington Warm Line 1-877-500-WARM(9276).

DOES THE INDIVIDUAL/CLIENT HAVE:

A DISABLING CONDITION (this includes physical health, mental health, and/or substance use)?

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

A PHYSICAL DISABILITY and/or a PHYSICAL HEALTH CONDITION [All Individuals/Clients]

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

IF "YES" TO PHYSICAL DISABILITY – SPECIFY

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
-----------------------	----	-----------------------	---------------------



Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	○	Yes	○	Client refused
			○	Data not collected

DEVELOPMENTAL DISABILITY *[All Individuals/Clients]*

○	No	○	Client doesn't know
○	Yes	○	Client refused
		○	Data not collected

CHRONIC HEALTH CONDITION *[All Individuals/Clients]*

○	No	○	Client doesn't know
○	Yes	○	Client refused
		○	Data not collected

IF "YES" TO CHRONIC HEALTH CONDITION – SPECIFY

Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	○	No	○	Client doesn't know
	○	Yes	○	Client refused
			○	Data not collected

A MENTAL HEALTH CONDITION *[All Individuals/Clients]*

○	No	○	Client doesn't know
○	Yes	○	Client refused
		○	Data not collected

IF "YES" TO MENTAL HEALTH CONDITION – SPECIFY

Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	○	No	○	Client doesn't know
	○	Yes	○	Client refused
			○	Data not collected

A SUBSTANCE USE ISSUE *[All Individuals/Clients]*

○	No	○	Both alcohol and drug abuse
○	Alcohol abuse	○	Client doesn't know
○	Drug abuse	○	Client refused
		○	Data not collected

IF "ALCOHOL ABUSE" "DRUG ABUSE" OR "BOTH ALCOHOL AND DRUG ABUSE" – SPECIFY

Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	○	No	○	Client doesn't know
	○	Yes	○	Client refused
			○	Data not collected

INCOME FROM ANY SOURCE *[Head of Household and Adults]*

○	No	○	Client doesn't know
○	Yes	○	Client refused
		○	Data not collected

IF "YES" TO INCOME FROM ANY SOURCE – INDICATE ALL SOURCES THAT APPLY



Income Source		Amount	Income Source		Amount
<input type="radio"/>	Earned Income		<input type="radio"/>	Temporary Assistance for Needy Families (TANF)	
<input type="radio"/>	Unemployment Insurance		<input type="radio"/>	General Assistance (GA)	
<input type="radio"/>	Supplemental Security Income (SSI)		<input type="radio"/>	Retirement Income from Social Security	
<input type="radio"/>	Social Security Disability Insurance (SSDI)		<input type="radio"/>	Pension or Retirement Income from a Former Job	
<input type="radio"/>	VA Service-Connected Disability Compensation		<input type="radio"/>	Child Support	
<input type="radio"/>	VA Non-Service-Connected Disability Pension		<input type="radio"/>	Alimony and Other Spousal Support	
<input type="radio"/>	Private Disability Insurance		<input type="radio"/>	Other source	
<input type="radio"/>	Worker's Compensation				
Total Monthly Income for Individual:					

RECEIVING NON-CASH BENEFITS [*Head of Household and Adults*]

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

IF "YES" TO NON-CASH BENEFITS – INDICATE ALL SOURCES THAT APPLY

<input type="radio"/>	Supplemental Nutrition Assistance Program (SNAP)	<input type="radio"/>	TANF Childcare Services
<input type="radio"/>	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	<input type="radio"/>	TANF Transportation Services
<input type="radio"/>	Other (Specify):	<input type="radio"/>	Other TANF-funded services

COVERED BY HEALTH INSURANCE [*All Individuals/Clients*]

<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>	Data not collected

IF "YES" TO HEALTH INSURANCE - HEALTH INSURANCE COVERAGE DETAILS

<input type="radio"/>	MEDICAID	<input type="radio"/>	Employer Provided Health Insurance
<input type="radio"/>	MEDICARE	<input type="radio"/>	Health Insurance Obtained Through COBRA
<input type="radio"/>	State Children's Health Insurance (SCHIP)	<input type="radio"/>	Private Pay Health Insurance
<input type="radio"/>	Veteran's Administration (VA) Medical Services	<input type="radio"/>	State Health Insurance for Adults
<input type="radio"/>	Other (specify):	<input type="radio"/>	Indian Health Services Program

SEXUAL ORIENTATION [*For CoC: YHDP funded programs Head of Household and Adults*]

<input type="radio"/>	Heterosexual	<input type="radio"/>	Other
<input type="radio"/>	Gay	<i>If Other, please specify:</i>	



<input type="radio"/>	Lesbian	<input type="radio"/>	Client doesn't know
<input type="radio"/>	Bisexual	<input type="radio"/>	Client refused
<input type="radio"/>	Questioning/Unsure	<input type="radio"/>	Data not collected

If at risk of losing housing, please direct household to the King County Prevention website for additional resources, www.kingcounty.gov/dept/community-human-services/housing/services/homeless-housing/homeless-prevention.aspx

If applicable:

Signature of applicant stating all information is true and correct

Date

CLARITY HMIS: KC- HUD-CoC PROJECT EXIT FORM

Use block letters for text and bubble in the appropriate circles.
Please complete a separate form for each household member.

CLIENT NAME OR IDENTIFIER: _____

PROJECT EXIT DATE [All Individual/Clients]

		-			-				
Month			Day			Year			

DESTINATION [All Individual/Clients]

<input type="radio"/>	Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/airport or anywhere outside)	<input type="radio"/>	Moved from one HOPWA funded project to HOPWA PH
<input type="radio"/>	Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	<input type="radio"/>	Moved from one HOPWA funded project to HOPWA TH
<input type="radio"/>	Safe Haven	<input type="radio"/>	Rental by client, with GPD TIP housing subsidy
<input type="radio"/>	Foster care home or foster care group home	<input type="radio"/>	Rental by client, with VASH housing subsidy
<input type="radio"/>	Hospital or other residential non--psychiatric medical facility	<input type="radio"/>	Permanent housing (other than RRH) for formerly homeless persons
<input type="radio"/>	Jail, prison or juvenile detention facility	<input type="radio"/>	Rental by client, with RRH or equivalent subsidy
<input type="radio"/>	Long-term care facility or nursing home	<input type="radio"/>	Rental by client, with HCV voucher (tenant or project based)
<input type="radio"/>	Psychiatric hospital or other psychiatric facility	<input type="radio"/>	Rental by client in public housing unit
<input type="radio"/>	Substance abuse treatment facility or detox center	<input type="radio"/>	Rental by client, no ongoing housing subsidy
<input type="radio"/>	Residential project or halfway house with no homeless criteria	<input type="radio"/>	Rental by client, with other ongoing housing subsidy
<input type="radio"/>	Hotel or motel paid for without emergency shelter voucher	<input type="radio"/>	Owned by client, with ongoing housing subsidy
<input type="radio"/>	Transitional housing for homeless persons (including homeless youth)	<input type="radio"/>	Owned by client, no ongoing housing subsidy
<input type="radio"/>	Host Home (non-crisis)	<input type="radio"/>	No exit interview completed
<input type="radio"/>	Staying or living with friends, temporary tenure (e.g., room, apartment or house)	<input type="radio"/>	Other
			<i>If Other, please specify:</i>

<input type="radio"/>	Staying or living with family, temporary tenure (e.g., room, apartment or house)	<input type="radio"/>	Deceased
		<input type="radio"/>	Client doesn't know
<input type="radio"/>	Staying or living with friends, permanent tenure	<input type="radio"/>	Client refused
<input type="radio"/>	Staying or living with family, permanent tenure	<input type="radio"/>	Data not collected

*If Destination is "Place not meant for habitation"					
Is household's destination living situation in a vehicle?		<input type="radio"/>	No	<input type="radio"/>	Client doesn't know
		<input type="radio"/>	Yes	<input type="radio"/>	Client refused
		<input type="radio"/>		<input type="radio"/>	Data not collected
If "Yes", please select Vehicle type					
<input type="radio"/>	Van	<input type="radio"/>	Client Doesn't Know		
<input type="radio"/>	Automobile/Car	<input type="radio"/>	Client Refused		
<input type="radio"/>	Camper/RV	<input type="radio"/>	Data Not Collected		

If Destination is permanent housing					
CITY OF PERMANENT HOUSING LOCATION					
<input type="radio"/>	Unincorporated King County (includes any community not otherwise listed)	<input type="radio"/>	Medina		
<input type="radio"/>	Algona	<input type="radio"/>	Mercer Island		
<input type="radio"/>	Auburn	<input type="radio"/>	Milton		
<input type="radio"/>	Beaux Arts	<input type="radio"/>	Newcastle		
<input type="radio"/>	Bellevue	<input type="radio"/>	Normandy Park		
<input type="radio"/>	Black Diamond	<input type="radio"/>	North Bend		
<input type="radio"/>	Bothell	<input type="radio"/>	Pacific		
<input type="radio"/>	Burien	<input type="radio"/>	Redmond		
<input type="radio"/>	Carnation	<input type="radio"/>	Renton		
<input type="radio"/>	Clyde Hill	<input type="radio"/>	Sammamish		
<input type="radio"/>	Covington	<input type="radio"/>	Sea Tac		
<input type="radio"/>	Des Moines	<input type="radio"/>	Seattle		
<input type="radio"/>	Duvall	<input type="radio"/>	Shoreline		
<input type="radio"/>	Enumclaw	<input type="radio"/>	Skykomish		
<input type="radio"/>	Federal Way	<input type="radio"/>	Snoqualmie		
<input type="radio"/>	Hunts Point	<input type="radio"/>	Tukwila		
<input type="radio"/>	Issaquah	<input type="radio"/>	Woodinville		
<input type="radio"/>	Kenmore	<input type="radio"/>	Yarrow Point		
<input type="radio"/>	Kent	<input type="radio"/>	Washington State (outside of King County)		
<input type="radio"/>	Kirkland	<input type="radio"/>	Outside of Washington State		
<input type="radio"/>	Lake Forest Park	<input type="radio"/>	Client Doesn't Know		
<input type="radio"/>	Maple Valley	<input type="radio"/>	Client Refused		
<input type="radio"/>		<input type="radio"/>	Data Not Collected		

HOUSING ASSESSMENT AT EXIT [HOMELESS PREVENTION ONLY]

<input type="radio"/>	Able to maintain the housing they had at project entry	<input type="radio"/>	Client became homeless – moving to a shelter or other place unfit for human habitation
<input type="radio"/>	Moved to new housing unit		
<input type="radio"/>	Moved in with family/friends on a temporary basis	<input type="radio"/>	Client went to jail/prison
		<input type="radio"/>	Client died
<input type="radio"/>	Moved in with family/friends on a permanent basis	<input type="radio"/>	Client doesn't know
		<input type="radio"/>	Client refused
<input type="radio"/>	Moved to a transitional or temporary housing facility or program	<input type="radio"/>	Data not collected

IF “ABLE TO MAINTAIN HOUSING AT PROJECT ENTRY” TO HOUSING ASSESSMENT

Subsidy Information

<input type="radio"/>	Without a subsidy	<input type="radio"/>	With an on-going subsidy acquired since project entry
<input type="radio"/>	With the subsidy they had at project entry	<input type="radio"/>	Only with financial assistance other than a subsidy

IF “MOVED TO NEW HOUSING UNIT” TO HOUSING ASSESSMENT

Subsidy Information

<input type="radio"/>	With on-going subsidy	<input type="radio"/>	Without an on-going subsidy
-----------------------	-----------------------	-----------------------	-----------------------------

IN PERMANENT HOUSING [Permanent Housing Projects, Head of Household]

<input type="radio"/>	No	<input type="radio"/>	Yes
-----------------------	----	-----------------------	-----

IF “YES” TO PERMANENT HOUSING

Housing Move-In Date: (See note) *	<i>*If client moved into permanent housing, make sure to update on the enrollment screen.</i>
---	--

DISABLING CONDITION [All Individuals/Clients]

If individual/client is in need of resources, contact the following as appropriate:

For aging or disability support, call the Community Living Connections Line at: 206-962-8467/1-844-348-5464(Toll Free),

For crisis services: Crisis Connections at: 1-866-427-4747,

For mental health or substance use services: King County Behavioral Health Recovery Client Services Line: 1-800-790-8049,

For confidential peer support: Washington Warm Line 1-877-500-WARM(9276).

DOES THE INDIVIDUAL/CLIENT HAVE:

A PHYSICAL DISABILITY and/or a PHYSICAL HEALTH CONDITION [All Individuals/Clients]

<input type="radio"/> No	<input type="radio"/> Client doesn't know	
<input type="radio"/> Yes	<input type="radio"/> Client refused	
	<input type="radio"/> Data not collected	
IF "YES" TO PHYSICAL DISABILITY – SPECIFY		
Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	<input type="radio"/> No	<input type="radio"/> Client doesn't know
	<input type="radio"/> Yes	<input type="radio"/> Client refused
		<input type="radio"/> Data not collected

A DEVELOPMENTAL DISABILITY [All Individuals/Clients]

<input type="radio"/> No	<input type="radio"/> Client doesn't know
<input type="radio"/> Yes	<input type="radio"/> Client refused
	<input type="radio"/> Data not collected

A CHRONIC HEALTH CONDITION [All Individuals/Clients]

<input type="radio"/> No	<input type="radio"/> Client doesn't know	
<input type="radio"/> Yes	<input type="radio"/> Client refused	
	<input type="radio"/> Data not collected	
IF "YES" TO CHRONIC HEALTH CONDITION – SPECIFY		
Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	<input type="radio"/> No	<input type="radio"/> Client doesn't know
	<input type="radio"/> Yes	<input type="radio"/> Client refused
		<input type="radio"/> Data not collected

A MENTAL HEALTH CONDITION [All Individuals/Clients]

<input type="radio"/> No	<input type="radio"/> Client doesn't know	
<input type="radio"/> Yes	<input type="radio"/> Client refused	
	<input type="radio"/> Data not collected	
IF "YES" TO MENTAL HEALTH PROBLEMS – SPECIFY		
Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently	<input type="radio"/> No	<input type="radio"/> Client doesn't know
	<input type="radio"/> Yes	<input type="radio"/> Client refused
		<input type="radio"/> Data not collected

A SUBSTANCE ABUSE ISSUE [Head of Household and Adults]

<input type="radio"/> No	<input type="radio"/> Both alcohol & drug abuse	
<input type="radio"/> Alcohol abuse	<input type="radio"/> Client doesn't know	
	<input type="radio"/> Client refused	
<input type="radio"/> Drug abuse	<input type="radio"/> Data not collected	
IF "ALCOHOL ABUSE" "DRUG ABUSE" OR "BOTH ALCOHOL AND DRUG ABUSE" – SPECIFY		
Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	<input type="radio"/> No	<input type="radio"/> Client doesn't know
	<input type="radio"/> Yes	<input type="radio"/> Client refused

INCOME FROM ANY SOURCE *[Head of Household and Adults]*

<input type="radio"/> No	<input type="radio"/> Client doesn't know
<input type="radio"/> Yes	<input type="radio"/> Client refused
	<input type="radio"/> Data not collected

IF "YES" TO INCOME FROM ANY SOURCE – INDICATE ALL SOURCES THAT APPLY

Income Source	Amount	Income Source	Amount
<input type="radio"/> Earned Income		<input type="radio"/> Temporary Assistance for Needy Families (TANF)	
<input type="radio"/> Unemployment Insurance		<input type="radio"/> General Assistance (GA)	
<input type="radio"/> Supplemental Security Income (SSI)		<input type="radio"/> Retirement Income from Social Security	
<input type="radio"/> Social Security Disability Insurance (SSDI)		<input type="radio"/> Pension or Retirement Income from a Former Job	
<input type="radio"/> VA Service-Connected Disability Compensation		<input type="radio"/> Child Support	
<input type="radio"/> VA Non-Service-Connected Disability Pension		<input type="radio"/> Alimony and Other Spousal Support	
<input type="radio"/> Private Disability Insurance		<input type="radio"/> Other Income source	
<input type="radio"/> Worker's Compensation			
Total Monthly Income for Individual:			

RECEIVING NON-CASH BENEFITS *[Head of Household and Adults]*

<input type="radio"/> No	<input type="radio"/> Client doesn't know
<input type="radio"/> Yes	<input type="radio"/> Client refused
	<input type="radio"/> Data not collected

IF "YES" TO NON-CASH BENEFITS – INDICATE ALL SOURCES THAT APPLY

<input type="radio"/> Supplemental Nutrition Assistance Program (SNAP)	<input type="radio"/> TANF Childcare Services
<input type="radio"/> Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	<input type="radio"/> TANF Transportation Services
<input type="radio"/> Other Non-Cash Benefit	<input type="radio"/> Other TANF-funded services

COVERED BY HEALTH INSURANCE *[All Individuals/Clients]*

<input type="radio"/> No	<input type="radio"/> Client doesn't know
<input type="radio"/> Yes	<input type="radio"/> Client refused
	<input type="radio"/> Data not collected

IF "YES" TO HEALTH INSURANCE - HEALTH INSURANCE COVERAGE DETAILS

<input type="radio"/> MEDICAID	<input type="radio"/> Employer Provided Health Insurance
<input type="radio"/> MEDICARE	<input type="radio"/> Insurance Obtained through COBRA
<input type="radio"/> State Children's Health Insurance (SCHIP)	<input type="radio"/> Private Pay Health Insurance
<input type="radio"/> Veteran's Administration (VA) Medical Services	<input type="radio"/> State Health Insurance for Adults
<input type="radio"/> Other (specify)	<input type="radio"/> Indian Health Services Program

CONTACT INFORMATION *[Optional- can be entered in Contact Tab]*

Contact Type										
Email										
Phone (#1)										
Phone (#2)										
Active Contact	<input type="radio"/>	Yes				<input type="radio"/>	No			
Private	<input type="radio"/>	Yes				<input type="radio"/>	No			
Contact Date										
Note										

If applicable:

Signature of applicant stating all information is true and correct

Date



Good Neighbor Plan

North King County Shelter (NKCS)

The Good Neighbor Plan is intended to create safety for the larger community of Shoreline and the surrounding neighborhood of the shelter at the Oaks facility as Lake City Partners' commit to serving the most vulnerable in the North King County area. NKCS will treat all its neighbors with dignity and respect. **Staff of the NKCS will work with residents to ensure safety and respect for the neighboring community and commit to regular monitoring.**

Open House:

- Facility tours will be planned for neighbors interested in seeing the facility.

Ongoing Communication:

- Staff are committed to responding and meeting with neighbors to address concerns, see contact information below.

Prevention:

- All residents will be required to sign an agreement with the commitment to:
 - maintaining a peaceful presence in the community, respecting neighborhood residents and their property.
 - not congregating in the neighboring residential or commercial area, behind building or in alleyways.
 - disposing of litter in appropriate receptacles.
 - following all parking policies including no abandonment of vehicles, no vehicle camping, and no parking of recreational vehicles on site.
 - smoking in designated areas in the courtyard.
 - accessing shelter through front entrance only.
 - quiet hours between 10pm-7am and refraining from excessive noise.
- All staff will regularly monitor areas surrounding the facility and schedule walks through local neighborhood and park to notice congregating and littering.
- Staff will work with residents to keep the grounds and facility clean and well-maintained, free of litter and mindful of noise during quiet hours.

Contact:

- Shelter contact: Kevin Maguire, Program Director kevin@lakecitypartners.org
- Shelter phone: 206-913-2267

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance No. 909 – 2020 Comprehensive Plan Annual Docket Amendments to the Shoreline Comprehensive Plan
DEPARTMENT:	Planning & Community Development
PRESENTED BY:	Steven Szafran, AICP, Senior Planner Rachael Markle, AICP, Director
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The State Growth Management Act, Chapter 36.70A RCW, limits review of proposed Comprehensive Plan Amendments (CPAs) to once a year with limited exceptions. Proposed amendments are collected throughout a given year with a deadline of December 1 for public submissions of suggested amendments to be considered in the following year. The “Docket” establishes the proposed amendments that will be reviewed and studied during the year by staff and the Planning Commission prior to the Planning Commission providing a recommendation to the City Council for final approval through the adoption of an ordinance amending the Comprehensive Plan. The Council established the final 2020 Docket on March 16, 2020.

The 2020 Docket consists of two (2) City-initiated amendments. Proposed Ordinance No. 909 (Attachment A) would amend the City’s Comprehensive Plan consistent with the Planning Commission’s recommendation on the 2020 Docket (Attachment B), which was provided on October 15, 2020 (Attachment C). Tonight, the City Council is scheduled to adopt proposed Ordinance No. 909.

RESOURCE/FINANCIAL IMPACT:

The proposed Comprehensive Plan Amendments are not anticipated to have a resource or financial impact.

RECOMMENDATION

Staff recommends that the City Council adopt proposed Ordinance No. 909, adopting Comprehensive Plan Amendments No. 1 and 2 as proposed by the Planning Commission, with the two staff-proposed amendments presented in this staff report.

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

BACKGROUND

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

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

The Docket establishes the amendments that will be reviewed and studied by staff and the Planning Commission prior to their recommendation to the City Council for final approval to amend the Comprehensive Plan.

The City Council discussed the Preliminary 2020 Docket, as recommended by the Planning Commission, on March 2, 2020. The staff report for this Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport030220-9b.pdf>.

On March 16, 2020, the City Council once again discussed the Docket and specifically addressed amendment #3, which would have added language requiring commercial uses in mixed-use and commercial zones. Instead of adding the policy to the Comprehensive Plan, Council directed staff to work on adding requirements for ground-floor commercial uses in the North City and Ridgecrest Neighborhoods directly to the Development Code. At the conclusion of the discussion, the City Council established the Final 2020 Docket (Attachment B) to include two (2) proposed amendments as shown below:

1. Amend Table 6.6 of the Parks, Recreation, and Open Space Plan to acquire park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets.
2. Amend the Point Wells Subarea Plan to be consistent with Interlocal Agreement between City of Shoreline and Town of Woodway.

The staff report and attachments for the March 16, 2020 Council meeting can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport031620-8a.pdf>.

On September 17, the Planning Commission discussed the proposed Comprehensive Plan amendments. The staff report and attachments for the September 17, 2020 Planning Commission meeting can be found at the following link:

<https://www.shorelinewa.gov/home/showdocument?id=49310>.

On October 15, the Planning Commission held a Public Hearing on the proposed Comprehensive Plan amendments. The staff report and attachments for the October 15, 2020 Planning Commission meeting can be found at the following link: <https://www.shorelinewa.gov/home/showdocument?id=49560>.

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

Comprehensive Plan Amendment	Planning Commission Recommendation
1. Amend Table 6.6 of the Parks, Recreation, and Open Space Plan to acquire park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets.	<i>Approve</i>
2. Amend the Point Wells Subarea Plan to be consistent with Interlocal Agreement between City of Shoreline and Town of Woodway.	<i>Approve</i>

The Council discussed the proposed Comprehensive Plan Amendments in proposed Ordinance No. 909 on November 9. At that meeting, staff introduced two proposed amendments to the Point Wells Subarea Plan. Staff will discuss the two amendments below in the Discussion Section of this staff report below. The staff report and attachments for the November 9 Council meeting can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport110920-9a.pdf>.

Proposed Ordinance No. 909 (Attachment A and Exhibits A and B) reflects the Planning Commission recommendation and the staff proposed amendments to the Point Wells Subarea Plan on the 2020 Comprehensive Plan Docket.

DISCUSSION

The City Council discussed two potential revisions to the Planning Commission’s recommendation on November 9. The first revision is to the Point Wells Subarea Plan Land Use Policy #1. The revision will change the term “gross” to “net” when referring to the maximum allowable density. This amendment is consistent with the changes being made by the Town of Woodway.

Amendatory Motion #1 – Updating Land Use Policy 1

LU Policy 1: Characteristics of the Planned Area 4 designation include a mix of land uses, integrated into a pedestrian-scaled pattern with sustainable site improvements, infrastructure, buildings, and open spaces. The predominant use is residential, with any medium density multi-family residential housing situated in multi-story buildings of varying heights, strategically sited to preserve and enhance public view corridors. The

maximum allowable residential density is 44 units per gross net acre, with attendant uses including but not limited to retail, office, transit facilities, structured parking, and public spaces. Site design emphasizes defined building envelopes separated with open space corridors, pedestrian circulation throughout the site and public access to a restored shoreline.

Rationale: As discussed above, the Town of Woodway is considering similar policies and regulations pursuant to the Interlocal Agreement (ILA) between Shoreline and Woodway. The joint work group made up of staff from Woodway and Shoreline discussed revising the subarea plan policies and regulations to have residential density calculated using net acres instead of gross acres. This change is likely to result in a lower potential yield of dwelling units as it does not allow for areas such as roads, open space, critical areas, and areas below high tides be counted for purposes of calculating residential density. Amendments being considered by the Town of Woodway will also be proposing the use of net density. Staff is recommending Shoreline's amendments be revised to maintain alignment with the Town of Woodway as called for in the ILA.

Amendatory Motion – If Council would like to amend Land Use Policy #1, a Council member would need to move to modify the Planning Commission's recommendation as follows:

I move to modify the Planning Commission's recommendation by amending Land Use Policy #1 to read, "Characteristics of the Planned Area 4 designation include a mix of land uses, integrated into a pedestrian-scaled pattern with sustainable site improvements, infrastructure, buildings, and open spaces. The predominant use is residential, with any medium density multi-family residential housing situated in multi-story buildings of varying heights, strategically sited to preserve and enhance public view corridors. The maximum allowable residential density is 44 units per net acre, with attendant uses including but not limited to retail, office, transit facilities, structured parking, and public spaces. Site design emphasizes defined building envelopes separated with open space corridors, pedestrian circulation throughout the site and public access to a restored shoreline".

Recommendation – Staff recommends that the Council amend the Planning Commission recommendation with language provided in the amendatory motion.

The second revision to the Point Wells Subarea Plan is to Transportation Policy #3. Policy #3 is the policy that puts in place different limiting traffic restrictions on Richmond Beach Drive and the Richmond Beach Road Corridor. The proposed changes to the policy bring additional clarity to the future traffic restrictions of maximum daily trips, level-of-service standards, and volume to capacity ratio.

Amendatory Motion #2 – Updating Transportation Policy #3

T/C Policy 3: Development within Point Wells shall comply with the following traffic restrictions: ~~1) not generate more than 4,000 average daily trips onto Richmond Beach~~

Drive shall be limited to 4,000 average daily trips; and 2) within the City of Shoreline and ~~the remaining~~ Richmond Beach Road Corridor shall not exceed a level of service (LOS) D with 0.9 volume-to-capacity (V/C) ratio.

Rationale: The staff recommended revision will clarify the vehicle trip limit, LOS, and V/C ratio limit are all restrictions that generally apply, regardless of any future development in the Point Wells Subarea. As written, it could be understood that a Point Wells development could add up to 4,000 ADT to Richmond Beach Drive or other impacts up to the LOS and V/C ratio limits. Instead, it is intended that these traffic limitations are effective, and the proposed policy and associated regulations are identifying them as they are likely to relate to any future use or development in the Point Wells Subarea.

Amendatory Motion – If Council would like to amend Transportation Policy #3, a Council member would need to move to modify the Planning Commission’s recommendation as follows:

I move to modify the Planning Commission’s recommendation by amending Transportation Policy #3 to read, “Development within Point Wells shall comply with the following traffic restrictions: 1) Richmond Beach Drive shall be limited to 4,000 average daily trips; and 2) The Richmond Beach Road Corridor shall not exceed a level of service (LOS) D with 0.9 volume-to-capacity (V/C) ratio”.

Recommendation – Staff recommends Council amend the Planning Commission recommendation with language provided in the amendatory motion.

RESOURCE/FINANCIAL IMPACT

The proposed Comprehensive Plan Amendments are not anticipated to have a resource or financial impact.

RECOMMENDATION

Staff recommends that the City Council adopt proposed Ordinance No. 909, adopting Comprehensive Plan Amendments No. 1 and 2 as proposed by the Planning Commission, with the two staff-proposed amendments presented in this staff report.

ATTACHMENTS

- Attachment A – Proposed Ordinance No. 909
- Attachment A, Exhibit A – Proposed Table 6.6 of the PROS Plan
- Attachment A, Exhibit B – Proposed Point Wells Subarea Plan
- Attachment B – 2020 Comprehensive Plan Docket
- Attachment C – Planning Commission Recommendation

ORDINANCE NO. 909

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON
ADOPTING THE 2020 COMPREHENSIVE PLAN ANNUAL DOCKET
AMENDMENTS TO THE SHORELINE COMPREHENSIVE PLAN.**

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

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

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

WHEREAS, at its March 16, 2020 regular meeting, the City Council established the 2020 Comprehensive Plan Annual Docket containing two (2) proposed City-initiated amendments; and

WHEREAS, on September 17, 2020, the City of Shoreline Planning Commission held study sessions on the docketed amendments via Zoom; and

WHEREAS, the environmental impacts of the 2020 Comprehensive Plan Annual Docket resulted in the issuance of a Determination of Non-Significance (DNS) on September 30, 2020, pursuant to the State Environmental Policy Act (SEPA); and

WHEREAS, on October 15, 2020, the City of Shoreline Planning Commission held a properly noticed public hearing on the 2020 Comprehensive Plan Annual Docket, via Zoom, so as to receive public testimony; and

WHEREAS, at the conclusion of the public hearing, the City of Shoreline Planning Commission recommended approval of both docketed amendments; and

WHEREAS, at its November 9, 2020 regular meeting via Zoom, the City Council considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation; and

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

WHEREAS, the City Council has determined that the docketed amendments as recommended by the Planning Commission are consistent with the Growth Management Act and the other provisions of the Comprehensive Plan, and meet the criteria set forth in SMC 20.30.320 and SMC 20.30.340 and;

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

WHEREAS, pursuant to RCW 36.70A.370, the City has utilized the process established by the Washington State Attorney General so as to assure the protection of private property rights when considering the 2020 Comprehensive Plan Annual Docket and concurrent rezone; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with a 60-day notice of its intent pertaining to the 2020 Comprehensive Plan Annual Docket and concurrent rezone; and

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

Section 1. Amendment to Comprehensive Plan.

A. The City of Shoreline Comprehensive Plan, Element 7, Parks, Recreation, and Open Space Element, incorporating the PROS Plan, is amended as set forth in Exhibit A.

B. The City of Shoreline Comprehensive Plan, Appendix B Subarea Plans – Point Wells Subarea Plan is repealed in its entirety and replaced with the Point Wells Subarea Plan as set forth in Exhibit B.

C. The City of Shoreline Comprehensive Plan Land Use Map and all other maps contained in the Comprehensive Plan are amended, as necessary, to denote a land use designation of Planned Area 4 for Point Wells.

D. The City of Shoreline Comprehensive Plan, Element 1, Land Use Element, Policy 51 is amended as follows:

LU 51: Pursue annexation of Point Wells, pursuant to the Settlement and Interlocal Agreement between the City of Shoreline and Town of Woodway. If annexed to the City of Shoreline, and implement the Planned Area 4 land use designation and the City of Shoreline Point Wells Subarea Plan for this area.

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

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

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

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this Ordinance, including the corrections of scrivener or clerical errors; references to other local,

state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

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

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

PASSED BY THE CITY COUNCIL ON NOVEMBER 23, 2020.

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Julie K. Ainsworth-Taylor
Assistant City Attorney on behalf of
Margaret King, City Attorney

Date of Publication: , 2020
Effective Date: , 2020

Date of Transmittal to Commerce , 2020

Table 6.6: Acquisition targeted for 2024-2029 (timing may be adjusted as appropriate if earlier funding opportunities arise)

	INFLATOR =	24%	29%	33%	38%	43%	48%	
	2017 Project	2024	2025	2026	2027	2028	2029	6-YEAR
	Cost estimate							TOTAL
SHAPING OUR FUTURE: PARK ACQUISITION AND ASSOCIATED DEVELOPMENT PROJECTS								
Rotary Park Development	\$1,093,000		\$1,406,000					\$1,406,000
145th Station Area Acquisition	\$4,803,000	\$1,494,000	\$1,545,000	\$1,598,000	\$1,654,000			\$6,291,000
145th Station Area Development	\$808,000				\$1,113,000			\$1,113,000
185th & Ashworth Acquisition	\$967,000	\$1,203,000						\$1,203,000
185th & Ashworth Development	\$404,000		\$520,000					\$520,000
5th & 165th Acquisition	\$5,473,000		\$7,041,000					\$7,041,000
5th & 165th Development	\$3,348,000			\$4,456,000				\$4,456,000
Paramount Open Space Acquisition	\$2,755,000		\$886,000	\$917,000	\$949,000	\$982,000		\$3,734,000
Paramount Open Space Improvements	\$200,000		\$257,000					\$257,000
CEDARBROOK PLAYGROUND	\$404,000	\$503,000						\$503,000
AuroraDayton-I-5 145th-165th Acquisition	\$7,210,000				\$9,931,000			\$9,931,000

	INFLATOR =	24%	29%	33%	38%	43%	48%	
	2017 Project Cost estimate	2024	2025	2026	2027	2028	2029	6-YEAR TOTAL
AuroraDayton-I-5 145th-165th Development	\$1,093,000						\$1,615,000	\$1,615,000
DNR Open Space Access Acquisition	\$1,576,000		\$2,027,000					\$2,027,000
DNR OPEN SPACE Development	\$432,000					\$616,000		\$616,000
RONALD BOG PARK TO JAMES KEOUGH PK TRAIL	\$65,000		\$84,000					\$84,000
Total Acquisition Costs	\$29,006,000	\$2,697,000	\$15,491,000	\$2,515,000	\$15,313,000	\$982,000	\$0	\$36,998,000
Total Acquisition Development Costs	\$7,847,000	\$503,000	\$2,267,000	\$4,456,000	\$1,113,000	\$616,000	\$1,615,000	\$10,570,000
TOTAL Costs	\$36,853,000	\$3,200,000	\$17,758,000	\$6,971,000	\$16,426,000	\$1,598,000	\$1,615,000	\$47,568,000
REVENUES Specific to Acquisition and NEW development								
KC CONSERVATION INITIATIVE	\$1,000,000		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
KING COUNTY CONSERVATION FUTURES TRUST	\$1,050,000	\$50,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,050,000
PARK IMPACT FEE	\$1,650,000	\$150,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,650,000
Total	\$3,700,000	\$200,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,700,000

DRAFT – Revised November 9, 2020

Point Wells Subarea Plan

Geographic Context

The Point Wells Subarea is an unincorporated area of approximately 61 acres in the southwestern most corner of Snohomish County. It is bordered on the west by Puget Sound, on the east by the Town of Woodway, and on the south by the Town of Woodway and the City of Shoreline (see Figure 1). Point Wells is not contiguous with any other portion of unincorporated Snohomish County.



Figure 1. Point Wells Subarea

The only vehicular access to Point Wells is via Richmond Beach Drive and Richmond Beach Road and the regional road network via the City of Shoreline. However, there is potential for easterly access through the Town of Woodway connecting to 116th Avenue West.

County and Regional Context

In order to meet the provisions of the Growth Management Act that ensure that plans are consistent and coordinated, the Snohomish and King County Countywide Planning Policies and the Puget Sound Regional Council's adopted growth strategy (Vision 2040) are used to guide the development of plans and development regulations for the subarea. The Snohomish County Comprehensive Plan designates the subarea as the Woodway Municipal Urban Growth Area (Woodway MUGA).

The Snohomish Countywide Planning Policies provide for the planning, development and annexation of unincorporated land situated in a municipality's MUGA. Specifically, Countywide Planning Policy DP-5 establishes the factors to be included in comprehensive plans for UGAs, and enables cities to prepare and adopt plans and development regulations for Municipal UGAs to which the city or town has determined it is capable of providing urban services at some point in the future via annexation. Further, policy DP-17 states that "*city comprehensive plans should have policies on annexing the areas in their unincorporated Urban Growth Area/Municipal Urban Growth Area*".

King County Countywide Planning Policy DP-21 goes on to state: "Coordinate the preparation of comprehensive plans among adjacent and other affected jurisdictions as a means to avoid or mitigate the potential cross-border impacts of urban development."

The Puget Sound Regional Council's adopted regional growth strategy, Vision 2040, directs unincorporated lands to annex to affiliated cities with services provided by the adjacent municipality. The Vision 2040 goal for unincorporated urban growth areas states that "all unincorporated lands within the urban growth area will either annex into existing cities or incorporate as new cities." Multicounty policies provide for unincorporated lands adjacent to cities to be affiliated with such cities and that annexation is preferred over incorporation. Additional policies support the provision of urban services to unincorporated urban areas by the adjacent city.

Thus, the Woodway Municipal Urban Growth Area Subarea Plan draws on the adopted goals and policies of both the County and Region in creating the plan's stated vision, goals, and policies.

Woodway Municipal Urban Growth Area Subarea Plan

Point Wells is situated within Woodway's Municipal Urban Growth Area (MUGA). A subarea plan for the Woodway MUGA was adopted in April 2013 by the Woodway Town Council and incorporated into the Snohomish County General Policy Plan in 2015. The Point Wells Subarea Plan for Shoreline was adopted by the Shoreline City Council in 2010.

The Woodway MUGA subarea contains two distinct geographic areas; Point Wells and the land area located east of the BNSF railroad right of way commonly referred to as the Woodway

Upper Bluff. The Upper Bluff was annexed into the Town in June 2015 and is planned and zoned for low density residential development. The Point Wells portion of the subarea is unincorporated in Snohomish County and is mostly situated west of the BNSF right of way and extends westward to Puget Sound. The southernmost portion of Point Wells is adjacent to the City of Shoreline in King County.

Shoreline Future Service and Annexation Area

In 1998, the City identified Point Wells as a Potential Annexation Area, signifying its desire to annex Point Wells to the City. In 2012, the City amended this identifier to Future Service and Annexation Area (FSAA). The intent of the FSAA identification is not only to recognize Shoreline's intent that this area of unincorporated Snohomish County is appropriate for annexation to Shoreline at some point in the future but, that even if annexation did not occur, Shoreline would be the jurisdiction predominately providing public services to the area.

Although there is potential easterly access to Point Wells through the Town of Woodway connecting to 116th Avenue West, presently Point Wells is connected to the regional road network only via Richmond Beach Drive and Richmond Beach Road in the City of Shoreline. Therefore, services and infrastructure for future re-development of Point Wells would be most efficiently, effectively, and equitably provided by the City of Shoreline and its public safety partners. These would include police from the Shoreline police department and emergency medical services and fire protection from the Shoreline Fire Department. In addition, the City would be responsible for development permit processing, code enforcement, parks, recreation and cultural services, and public works roads maintenance.

Future residents of Point Wells would become a part of the Richmond Beach community by virtue of the shared parks, schools, libraries, shopping districts and road grid. As citizens of the City of Shoreline, they would be able to participate in the civic life of this "community of shared interests," including the City's Parks Board, Library Board, Planning Commission, or other advisory committees, and City Council.

Planning Background

Town of Woodway

The Town has been engaged in planning for the subarea for many years. In 1999, the Point Wells Advisory Committee was created to work with property owners, residents, and surrounding jurisdictions to prepare for the eventual conversion of the industrial asphalt use to an urban non-industrial use. The Advisory Committee prepared several alternatives for consideration by the Town Planning Commission and Council. The alternatives prepared by the Planning Commission focused on residential uses or passive open space for the upper bluff and a variation of three mixed-use land patterns with varying urban uses and densities for Point Wells. The separate alternative desired by the Point Wells landowner (Chevron-Texaco in 2000) was to maintain the current Industrial land use designation as set forth in the Snohomish County comprehensive plan. The Advisory Committee recommended that the Planning Commission select the residential alternative for the upper bluff and maintain the industrial alternative for

Point Wells. The Town Council adopted the Planning Commission's recommendation with a specific policy in the 2000 Comprehensive Plan that stated the industrial designation would be used for the near-term but may be amended with a more intensive use when geo-political conditions warrant.

In 2009, Snohomish County received an application to amend its comprehensive plan for Point Wells from Industrial to Urban Center. As part of the Urban Center comp plan designation, the County received an application for the development of a mixed-use urban center. Following a ruling by the Central Puget Sound Growth Hearings Board that the Point Wells urban center designation did not meet the County's criteria for an Urban Center, the County re-designated Point Wells in 2012 to the Urban Village future land use designation. Pursuant to the County's General Policy Plan, Urban Villages are typically smaller and less intensive than an Urban Center.

With the re-designation of Point Wells by Snohomish County and the change in geo-political conditions, the Town embarked on a planning process to reconsider the previous Industrial designation of Point Wells. The Woodway Planning Commission prepared a new plan for the Point Wells portion of the MUGA subarea that was adopted by the Town Council in April 2013. That plan designates and zones the entire 60 acres of Point Wells as Urban Village. The Urban Village designation is implemented with the Town's Urban Village zone district upon annexation. The district substantially replicates Snohomish County's zoning, providing for mixed use land uses with a residential density range from 12 to 44 units per gross acre.

City of Shoreline

The City of Shoreline also prepared a subarea plan for Point Wells in 2010 (see Ord. No. 571), given that the primary access to Point Wells is via Richmond Beach Drive and that the majority of future transportation trips to and from Point Wells will impact Shoreline. The City's subarea plan recognizes the Snohomish County development application of an intensive mixed-use proposal and seeks to mitigate land use, environmental, aesthetic, servicing and transportation impacts through the preparation of a transportation corridor study. The Shoreline subarea plan also proposes to provide urban services to the area following a future cross-county annexation.

In 2017 Shoreline began the process to enable a future annexation of Point Wells. The City proposed an amendment to the Snohomish County Planning Policies that, if approved, would allow the eventual cross-county annexation of Point Wells to Shoreline. The Snohomish County Tomorrow countywide planning group reviewed the proposal and recommended that Shoreline's proposal be denied. The Snohomish County Council subsequently agreed and passed a motion rejecting the request in May 2018.

Woodway/Shoreline Settlement Agreement

As previously stated, Point Wells has been identified as a future annexation area for both the City of Shoreline and Town of Woodway in each jurisdiction's Comprehensive Plan. Both plans include vision statements and policies regarding the planning, servicing and development of Point Wells. Given that both jurisdictions have had disagreements in the past concerning the

governance of Point Wells that have resulted in litigation and attendant expenditure of valuable municipal resources, it is prudent for both jurisdictions to move forward with a cooperative approach to plan for the desired future land uses, services, environmental considerations and annexation of Point Wells.

Toward this end, Woodway and Shoreline both agree that it is of mutual benefit to provide a framework on how both jurisdictions will work together to plan for future land uses, servicing and redevelopment of Point Wells. The mayors of both cities signed a Settlement and Interlocal Agreement in October 2019 to address issues regarding annexation, development standards, individual city responsibilities, servicing, and resolution of outstanding litigation between the two cities.

Framework

Given that both jurisdictions have individual subarea plans for Point Wells, and Shoreline and the Town desire to coordinate their planning for the site, the policies and implementing development regulations (that would become effective upon annexation) presented below are intended to be largely identical in both jurisdictions' subarea plans.

Vision for Point Wells

The current planning horizon for the Woodway and Shoreline Comprehensive Plans extends to 2035. The vision listed below is intended to guide land use decision-making throughout the planning period and provide the basis for a series of land use, servicing, governance and environmental policies that will be implemented with the application of practical development regulations and design standards.

The vision for Point Wells is:

To create a unique, primarily residential, Puget Sound shoreline community compatible with surrounding neighborhoods. Appropriately scaled mixed-use buildings will be pedestrian-oriented and incorporate exceptional architecture, sustainable design and building heights that preserve public view corridors. The community will be designed and developed with low-impact, environmentally sustainable development practices and infrastructure, and include a restored natural environment, well-designed public gathering spaces and a waterfront that emphasizes habitat restoration and extensive public access to the Puget Sound.

Point Wells Subarea Goals and Policies

A set of goals and policies are listed below to enable the communities to move forward with land use decisions and actions to implement the vision for Point Wells.

Land Use Goal 1: Point Wells is designated as Planned Area 4 by the City of Shoreline and an Urban Village by the Town of Woodway. Both designations are based on a coordinated planning effort and incorporated into the comprehensive plan for the Town of Woodway and City of Shoreline. Development of Point Wells occurs pursuant to a master plan approved through a development agreement enabled by the City's Development Code and implementing Planned Area 4 regulations. The master plan is prepared by an applicant and includes a primarily

residential community that is compatible with surrounding neighborhoods. Mixed-use buildings will be appropriately scaled and pedestrian-oriented and designed consistent with the City's design standards. The development will be supported by a full range of urban services.

Land Use Policies

LU Policy 1: Characteristics of the Planned Area 4 designation include a mix of land uses, integrated into a pedestrian-scaled pattern with sustainable site improvements, infrastructure, buildings, and open spaces. The predominant use is residential, with any medium density multi-family residential housing situated in multi-story buildings of varying heights, strategically sited to preserve and enhance public view corridors. The maximum allowable residential density is 44 units per net acre, with attendant uses including but not limited to retail, office, transit facilities, structured parking, and public spaces. Site design emphasizes defined building envelopes separated with open space corridors, pedestrian circulation throughout the site and public access to a restored shoreline.

LU Policy 2: Implementation of the Planned Area 4 designation will occur through the adoption of a Planned Area 4 zone district that will best implement the vision, goals, and policies for the Point Wells Subarea. The implementing zone district should address at a minimum: permitted land uses, building height, open space requirements, bulk standards, parking, and master plan requirements. The maximum building height is 75 feet. A development agreement enabled by RCW 36.70B will serve as the entitlement for development approval of the master plan. The City's development regulations, including but not limited to zoning, subdivision standards, critical area regulations (e.g. geologic hazard areas), stormwater regulations, and shoreline master programs, will be applicable upon annexation.

LU Policy 3: Urban design standards will be prepared to serve as a guide for the planning, design and construction of buildings, street network, parking, pedestrian spaces, signage, open space, utility placement, landscaping and servicing. Administration of the design standards will occur through administrative review and approval.

Capital Facilities/Utilities Goal 2: Point Wells is served with a full range of urban services, including sewer and water, stormwater facilities, fire protection, law enforcement, energy and telecommunication facilities provided through the City, special purpose districts, and regional providers. Alternative energy sources such as solar, wind and co-generation facilities should be incorporated into the master plan to reduce its carbon footprint.

CF/U Policy 1: The provision of urban services provided by special purpose districts, regional providers or other local governments will be reviewed by the City for adequacy to serve intended development(s) within the subarea.

CF/U Policy 2: Each jurisdiction may negotiate with development proponents to determine which, if any, of required new capital facilities will be dedicated to the City and which, if any, will remain private. All planned capital facilities for Point Wells should be coordinated with the City and service providers.

CF/U Policy 3: All proposed electric and communication line extensions to Point Wells should be installed underground in public rights-of-way or utility easements. All underground utility installations outside of public rights of way should be improved with appropriate landscaping.

Transportation/Circulation Goal 3: Vehicular access to and from Point Wells is of paramount concern. Transportation impacts are identified and fully mitigated in all development proposal applications. Richmond Beach Drive remains as a local access street to adjacent properties and the Richmond Beach Neighborhood, with multimodal street improvements. Secondary access through Woodway is designed and constructed to address environmental constraints and impacts to neighbors, to accommodate multimodal uses, including pedestrian, emergency services and vehicular access.

T/C Policy 1: A transportation corridor study and mitigation plan shall be prepared and funded by development applicants under the direction of the City, with input, participation, and leadership, as appropriate, from Woodway, Snohomish County, WSDOT, and other stakeholders. The scope of the study and mitigation plan should be prepared with input from each jurisdiction with an emphasis on identification of impacts and mitigating measures, design improvements and associated costs, needed services, including design and financing for multimodal solutions to improve mobility within the surrounding neighborhoods and communities.

T/C Policy 2: The needed improvements identified in the corridor study and mitigation plan should be built and operational concurrent with the occupancy of any approved phasing of the development.

T/C Policy 3: Development within Point Wells shall comply with the following traffic restrictions: 1) Richmond Beach Drive shall be limited to 4,000 average daily trips; and 2) The Richmond Beach Road Corridor shall not exceed a level of service (LOS) D with 0.9 volume-to-capacity (V/C) ratio.

T/C Policy 4: Any combination of residential or commercial development or redevelopment that would generate 250 or more average daily trips shall provide a general-purpose public access road wholly within the Town of Woodway that connects into Woodway's transportation network and provides a full second vehicular access point from Point Wells into Woodway.

T/C Policy 5: A network of well-connected streets, sidewalks, and multipurpose pathways should be developed as part of a master plan and constructed and phased concurrently with redevelopment of the subarea.

Environmental Preservation/Protection Goal 4: Point Wells is a unique landform on Puget Sound with sensitive environmental features that are identified and protected through federal, state, and local legislative edicts. The current site conditions and contamination is remediated and monitored to provide for a clean and safe environment for residents, visitors, flora, and fauna. Low impact development techniques are incorporated into site development and the near shore environment is enhanced and preserved consistent with the goals, policies and regulations of the City's Shoreline Master Program.

EP/P Policy 1: Site restoration and clean-up will be managed by the State Department of Ecology, with participation and input by Snohomish County, the Town of Woodway, the City, and other stakeholders.

EP/P Policy 2: Extensive environmental review, documentation and analysis will be managed by the City and funded by the applicants seeking entitlements for development. The scope of the environmental review will be determined by all jurisdictions and agencies affected by the proposal within the context of the State Environmental Policy Act (SEPA), including the impacts of sea level rise and climate change on the development proposal through anticipated buildout.

EP/P Policy 3: The proposed location of buildings, streets, infrastructure, and other physical site improvements set out in the master plan should avoid impacts to the sensitive environmental constraints and features in the subarea. The development agreement will include provisions for monitoring of environmental features including but not limited to soil, groundwater, and sea level rise.

EP/P Policy 4: Consistent with the goals, policies and regulations of the City's Shoreline Master Program, the near-shore environment will be restored and enhanced to predevelopment conditions and incorporate extensive public access and passive open space improvements.

EP/P Policy 5: The master plan should incorporate sustainable site and building design that serves as a leader in current practices that implement sustainability.

Governance Goal 5: Planning for future development of Point Wells has been and will continue to be of interest to all three affected local jurisdictions - Snohomish County, Shoreline and Woodway as well as other key stakeholders. Pursuant to the Growth Management Act, PSRC Vision 2040, and Countywide Planning Policies, Point Wells is annexed to Woodway and provided with urban services. Woodway has coordinated all aspects of the proposed development with affected jurisdictions and agencies to assure each jurisdiction's respective interests are appropriately addressed. If Woodway, by resolution or formal action of its Town Council, notifies Shoreline of Woodway's election to not annex Point Wells, Shoreline may seek annexation of Point Wells pursuant to applicable statutes.

G Policy 1: The City's institutional processes related to the planning, servicing and administration of entitlements should be participatory, accountable, transparent, efficient, inclusive and respect the rule of law.

G Policy 2: The City shall provide the Town of Woodway with at least 30 calendar days written notice (unless otherwise agreed to or waived in writing), and a review and comment opportunity, before any legislative actions that may modify or amend the Point Wells Subarea Plan or implementing development regulations, or that otherwise impacts the uses, development, or redevelopment of the subarea. Notice shall include, but not be limited to, notice of all Planning Commission and City Council meetings and hearings related to such legislative considerations or actions.

Subarea Land Use Plan Designation



Figure 2 – Land Use Designation

Subarea Zoning



Figure 3 – Zoning



City of Shoreline

2020 COMPREHENSIVE PLAN AMENDMENT DOCKET

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

2020 Comprehensive Plan Amendments

1. Amend Table 6.6 of the Parks, Recreation, and Open Space Plan to acquire park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets.
2. Amend the Point Wells Subarea Plan to be consistent with Interlocal Agreement between City of Shoreline and Town of Woodway.



TO: Honorable Members of the Shoreline City Council

FROM: Jack Malek, Vice Chair
Shoreline Planning Commission

DATE: October 15, 2020

RE: 2020 Comprehensive Plan Amendments

The Shoreline Planning Commission has completed its review of the 2020 Comprehensive Plan Amendments that the City Council placed on the Final Docket in March 2020. After the Final Docket was established, the Planning Commission held one (1) study session on September 17, 2020 on the proposed amendments and a public hearing on October 15, 2020.

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

- Proposed Amendment No. 1 - APPROVE

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

- Proposed Amendment No. 2 – APPROVE

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

In addition, as part of Proposed Amendment No. 2, the Planning Commission recommends that all maps contained in the Comprehensive Plan be amended, as necessary, to reflect the recommended land use designation of "Planned Area 4" for the Point Wells Subarea.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussing Ordinance No. 907 - Amending Development Code Sections 20.20, 20.30, 20.40, 20.50, and 20.80 for Policy Amendments
DEPARTMENT:	Planning & Community Development
PRESENTED BY:	Steven Szafran, AICP, Senior Planner Nora Gierloff, Planning 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:

Amendments to the Development Code (Shoreline Municipal Code Title 20) are processed as legislative decisions. Legislative decisions are non-project decisions made by the City Council under its authority to establish policies and regulations. The Planning Commission is the review authority for these legislative decisions and is responsible for holding a public hearing on proposed Development Code amendments and making a recommendation to the City Council on each amendment.

The Planning Commission held study sessions to discuss the proposed amendments and give staff direction on the amendments on July 2 and August 20, 2020. The Commission then held the required public hearing on October 1, 2020. The Planning Commission recommended that the City Council adopt the proposed amendments as detailed in proposed Ordinance No. 907 (**Attachment A**).

Although most of the proposed Development Code amendments in this batch of amendments are aimed at “cleaning up” the code and are more administrative in nature, other amendments are more substantive and have the possibility of changing policy direction for the City. The Council reviewed and discussed the administrative and clarifying amendments in Exhibit A and B to proposed Ordinance No. 907 at their meeting on November 9, 2020. The amendments included in this staff report address the policy amendments in Exhibit C to proposed Ordinance No. 907. The adoption of proposed Ordinance No. 907 is currently scheduled for December 7, 2020.

RESOURCE/FINANCIAL IMPACT:

The proposed amendments have no direct financial impact to the City.

RECOMMENDATION

No formal action is required by Council at this time. The Planning Commission has recommended adoption of the proposed amendments in Ordinance No. 907. Staff

further recommends adoption of Ordinance No. 907 when it is brought back to Council for potential adoption on December 7, 2020. Staff also recommends that Council review and provide direction to staff on the policy questions associated with proposed amendment #16 in this staff report.

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

BACKGROUND

The City's Development Code is codified in Title 20 of the Shoreline Municipal Code (SMC). Amendments to Title 20 are used to ensure consistency between the City's development regulations and the City's Comprehensive Plan, to reflect amendments to state rules and regulations, or to respond to changing conditions or needs of the City.

Pursuant to SMC 20.30.070, amendments to the Development Code are processed as legislative decisions. Legislative decisions are non-project decisions made by the City Council under its authority to establish policies and regulations. The Planning Commission is the review authority for these types of decisions and is responsible for holding an open record Public Hearing on any proposed amendments and making a recommendation to the City Council on each amendment.

The 2020 'batch' of Development Code amendments is comprised of 53 amendments. The proposed Development Code amendments include administrative changes (reorganization and minor corrections), clarifying amendments, and policy amendments.

The Planning Commission held two study sessions on July 2 and August 20, 2020, and a Public Hearing on October 1, 2020, on the batch Development Code Amendments. Staff reports for these Planning Commission agenda items can be found at the following links:

- July 2nd: <https://www.shorelinewa.gov/home/showdocument?id=47576>.
- August 20th: <https://www.shorelinewa.gov/home/showdocument?id=49118>.
- October 1st: <https://www.shorelinewa.gov/home/showdocument?id=49401>.

At the conclusion of the Public Hearing, the Planning Commission recommended approval of 53 amendments (one amendment is recommended for inclusion into the Housing Action Plan for additional study). A memo to the City Council from the Planning Commission regarding their recommendation is included as **Attachment B**.

The Planning Commission-recommended Development Code amendments are included in proposed Ordinance No. 907. Although most of the proposed Development Code amendments in this batch of amendments are aimed at "cleaning up" the code and are more administrative in nature, other amendments are more substantive and have the possibility of changing policy direction for the City. The Council reviewed and discussed the administrative and clarifying amendments in Exhibit A and B to proposed Ordinance No. 907 at their meeting on November 9, 2020. The staff report for the November 9th Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport110920-9b.pdf>.

Tonight, the Council will discuss the policy amendments in Exhibit C to proposed Ordinance No. 907, which are also included in this staff report. Adoption of proposed Ordinance No. 907 is currently scheduled for December 7, 2020.

DISCUSSION

All the proposed policy Development Code amendments (Exhibit C) are listed below. There are 21 policy amendments. Each amendment includes a description of the amendment, justification for the amendment and staff/Planning Commission recommendations.

Policy Amendments

Amendment #1

20.20.028 – E definitions

Emergency Temporary Shelter Emergency Temporary Shelter means a facility, the primary purpose of which is to provide accommodations and may also provide essential services for homeless individuals or families during emergency situations, such as severe weather conditions, for a limited period. This term does not include transitional encampments or homeless shelters.

Justification – The proposed amendment adds Emergency Temporary Shelter to SMC 20.20 – Definitions. This amendment is related to Amendment #7 which is the section that regulates Emergency Homeless Shelters. This would allow severe weather shelters to be activated on an intermittent basis, such as when temperatures are predicted to fall below freezing.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #2

20.30.040 – Ministerial decisions – Type A

Table 20.30.040 – Summary of Type A Actions and Target Time Limits for Decision, and Appeal Authority

Action Type	Target Time Limits for Decision (Calendar Days)	Section
Type A:		
1. Accessory Dwelling Unit	30 days	20.40.120, 20.40.210
2. Lot Line Adjustment including Lot Merger	30 days	20.30.400
3. Building Permit	120 days	All applicable standards
4. Final Short <u>or Formal Plat</u>	30 days	20.30.450

An administrative appeal authority is not provided for Type A actions, except that any Type A action which is not categorically exempt from environmental review under Chapter 43.21C RCW or for which environmental review has not been completed in connection with other project permits shall be appealable. Appeal of these actions together with any appeal of the SEPA threshold determination is set forth in Table 20.30.050(4).

Justification – This amendment adds Final Formal Plats to the Type A actions Table. This amendment takes the process for approving Final Formal Plats from a quasi-judicial Type C action in accordance with RCW 58.17.100 so as to allow administrative review and approval of final formal plats if the preliminary formal plat was reviewed by the Planning Commission, Hearing Examiner, or City Council.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #3

20.30.060 – Quasi-judicial decisions – Type C

Table 20.30.060 – Summary of Type C Actions, Notice Requirements, Review Authority, Decision Making Authority, and Target Time Limits for Decisions

Action	Notice Requirements for Application and Decision ⁽³⁾ , ⁽⁴⁾	Review Authority, Open Record Public Hearing	Decision Making Authority (Public Meeting)	Target Time Limits for Decisions	Section
Type C:					
1. Preliminary Formal Subdivision	Mail, Post Site, Newspaper	HE ⁽¹⁾ , ⁽²⁾	City Council	120 days	20.30.410
2. Rezone of Property and Zoning Map Change	Mail, Post Site, Newspaper	HE ⁽¹⁾ , ⁽²⁾	City Council	120 days	20.30.320
<u>3. Site-Specific Comprehensive Plan Map Amendment</u>	<u>Mail, Post Site, Newspaper</u>	<u>HE ⁽¹⁾, ⁽²⁾</u>	<u>City Council</u>		<u>20.30.345</u>
4.3. Special Use Permit (SUP)	Mail, Post Site, Newspaper	HE ⁽¹⁾ , ⁽²⁾		120 days	20.30.330
5.4. Critical Areas Special Use Permit	Mail, Post Site, Newspaper	HE ⁽¹⁾ , ⁽²⁾		120 days	20.30.333
6.5. Critical Areas Reasonable Use Permit	Mail, Post Site, Newspaper	HE ⁽¹⁾ , ⁽²⁾		120 days	20.30.336
6. Final Formal Plat	None	Review by Director	City Council	30 days	20.30.450

Action	Notice Requirements for Application and Decision ⁽³⁾ , ⁽⁴⁾	Review Authority, Open Record Public Hearing	Decision Making Authority (Public Meeting)	Target Time Limits for Decisions	Section
7. SCTF – Special Use Permit	Mail, Post Site, Newspaper	HE ⁽¹⁾ , ⁽²⁾		120 days	20.40.502
8. Master Development Plan	Mail, Post Site, Newspaper	HE ⁽¹⁾ , ⁽²⁾		120 days	20.30.353
9. Plat Alteration with Public Hearing ⁽⁵⁾	Mail	HE ⁽¹⁾ , ⁽²⁾		120 days	20.30.425

⁽¹⁾ Including consolidated SEPA threshold determination appeal.

⁽²⁾ HE = Hearing Examiner.

⁽³⁾ Notice of application requirements are specified in SMC 20.30.120.

⁽⁴⁾ Notice of decision requirements are specified in SMC 20.30.150.

⁽⁵⁾ A plat alteration does not require a neighborhood meeting.

Justification – There are two amendments to this section.

1. The first amendment removes Final Formal Plats from the Type C actions Table. This amendment takes the process for approving Final Formal Plats from a quasi-judicial Type C action in accordance with RCW 58.17.100 that allows administrative review and approval of final formal plats because the preliminary formal plat was reviewed by Hearing Examiner and approved by the City Council.
2. The second amendment also adds site-specific Comprehensive Plan map amendments to the table. Generally, Comprehensive Plan map amendments are processed as Legislative actions since they can affect large areas of land or are general in nature as to apply citywide. A Site-specific Comprehensive Plan map amendment acts in the same way as a Rezone of Property and Zoning Map Change meaning that the request only applies to one or a small number of parcels and not citywide. These requests should be processed as Type C actions and follow the same procedures as a rezone.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #4

20.30.100 Application.

A. Who may apply:

1. The property owner or an agent of the owner with authorized proof of agency may apply for a Type A, B, or C action, or for a site-specific Comprehensive Plan amendment.
2. Prior to purchase, acquisition, or owner authorization, a regional transit authority may apply for a Type A, B, or C action, or for a site-specific Comprehensive Plan amendment in order to develop any light rail transit facility or any portion of a light rail transit system for property that has been duly authorized by the public agency for acquisition or use. No work shall commence in accordance with issued permits or approvals until all of the necessary property interests are secured and/or access to the property for such work has been otherwise approved by the owner of the property.
3. Nothing in this subsection shall prohibit the regional transit authority and City from entering into an agreement to the extent permitted by the Code or other applicable law.
4. The City Council or the Director may apply for a project-specific or site-specific rezone or for an area-wide rezone.
5. Any person may propose an amendment to the Comprehensive Plan. The amendment(s) shall be considered by the City during the annual review of the Comprehensive Plan.
6. Any person may request that the City Council, Planning Commission, or Director initiate amendments to the text of the Development Code.
7. Application(s) for any Type A, B, or C permits shall not be accepted and/or issued for any lot, tract, or parcel of land following the issuance of a notice and order to correct regarding activity occurring on that lot, tract or parcel of land, unless the identified violations are corrected or required to be corrected as a condition of approval and all fees or penalties satisfied prior to application except when the permit is required to obtain compliance or where an enforceable compliance plan to resolve the violation(s) has been entered into by the City.

Justification – Unlike many jurisdictions, Shoreline does not have a provision that states it will not accept applications or issue permits following the issuance of a Notice of Violation for a parcel until all outstanding violations are corrected prior to application or when the permit is needed to correct the violations, or the applicant has entered a compliance plan. Currently, the City cannot stop an applicant from submitting a development application and the City approving the permit even though there is an ongoing and outstanding violation on the parcel. The proposed amendment will restrict an applicant from obtaining development permits until outstanding land use violations

are corrected. It is common practice in other jurisdictions in the region to restrict development on a site, or sites, until a violation has been remedied.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #5

20.30.110 Determination of completeness and requests for additional information.

- A. An application shall be determined complete when:
1. It meets the procedural requirements of the City of Shoreline;
 2. All information required in specified submittal requirements for the application has been provided, and is sufficient for processing the application, even though additional information may be required. The City may, at its discretion and at the applicant's expense, retain a qualified professional to review and confirm the applicant's reports, studies and plans.
- B. Within 28 days of receiving a permit application for Type A, B and/or C applications, the City shall mail a written determination to the applicant stating whether the application is complete or incomplete and specifying what is necessary to make the application complete. If the Department fails to provide a determination of completeness, the application shall be deemed complete on the twenty-ninth day after submittal.
- C. If the applicant fails to provide the required information within 90 days of the date of the written notice that the application is incomplete, or a request for additional information is made, the application shall be deemed null and void. In this case the applicant may request a refund of the application fee minus the City's cost of processing. The Director may grant a 90-day extensions ~~on a one-time basis~~ if the applicant requests the extension in writing prior to the expiration date and documents that the failure to take a substantial step was due to circumstances beyond the control of the applicant. ~~The applicant may request a refund of the application fee minus the City's cost of processing.~~
- D. The determination of completeness shall not preclude the City from requesting additional information or studies if new information is required or substantial changes are made to the proposed action.

Justification – This amendment increases the number of extensions of time that may be granted to an applicant for the resubmittal of information requested by the City. 90-days can be too short in some circumstances when responding to multiple issues and questions. The main purpose of this amendment is to help applicants avoid having their permit applications expire which results in wasted resources for the applicant and City.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #6

20.30.290 – Deviation from the Engineering Standards (Type A action)

A. **Purpose.** Deviation from the engineering standards is a mechanism to allow the City to grant an adjustment in the application of engineering standards where there are unique circumstances relating to the proposal.

B. **Decision Criteria.** The Director of Public Works ~~may shall~~ grant an engineering standards deviation only if the applicant demonstrates all of the following:

1. The granting of such deviation will not be materially detrimental to the public welfare or injurious or create adverse impacts to the property or other property(s) and improvements in the vicinity and in the zone in which the subject property is situated;
2. The authorization of such deviation will not adversely affect the implementation of the Comprehensive Plan adopted in accordance with State law;
3. The deviation is not in conflict with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II;
4. A deviation from engineering standards ~~may shall~~ only be granted if the proposal meets the following criteria:
 - a. Conform to the intent and purpose of the Code;
 - b. Produce a compensating or comparable result which is in the public interest; and
 - c. Meet the objectives of safety, function and maintainability based upon sound engineering judgment;
5. Deviations from road standards must meet the objectives for fire protection. Any deviation from road standards, which does not meet the International Fire Code, shall also require concurrence by the Fire Marshal;
6. Deviations from drainage standards contained in the Stormwater Manual and Chapter 13.10 SMC must meet the objectives for appearance and environmental protection;
7. Deviations from drainage standards contained in the Stormwater Manual and Chapter 13.10 SMC must be shown to be justified and required for the use and situation intended;
8. Deviations from drainage standards for facilities that request use of emerging technologies, an experimental water quality facility or flow control facilities must meet these additional criteria:

- a. The new design is likely to meet the identified target pollutant removal goal or flow control performance based on limited data and theoretical consideration;
- b. Construction of the facility can, in practice, be successfully carried out; and
- c. Maintenance considerations are included in the design, and costs are not excessive or are borne and reliably performed by the applicant or property owner;

9. Deviations from utility standards may ~~shall~~ only be granted if following facts and conditions exist:

- a. The deviation shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and in the zone in which the property on behalf of which the application was filed is located;
- b. The deviation is necessary because of special circumstances relating to the size, shape, topography, location or surrounding of the subject property in order to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located; and
- c. The granting of such deviation is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same zone or vicinity.

Justification – This amendment changes “shall” to “may” on the advice of the City Attorney because this is a discretionary decision by the Department Director.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #7

20.30.295 – Temporary use

A. A temporary use permit is a mechanism by which the City may permit a use to locate within the City (on private property or on the public rights-of-way) on an interim basis, without requiring full compliance with the Development Code standards or by which the City may permit seasonal or transient uses not otherwise permitted.

B. The Director may approve or modify and approve an application for a temporary use permit if:

1. The temporary use will not be materially detrimental to public health, safety, or welfare, nor injurious to property and improvements in the immediate vicinity of the subject temporary use;
2. The temporary use is not incompatible in intensity and appearance with existing land uses in the immediate vicinity of the temporary use;

3. Adequate parking is provided for the temporary use and, if applicable, the temporary use does not create a parking shortage for the existing uses on the site;
4. Hours of operation of the temporary use are specified;
5. The temporary use will not create noise, light, or glare which would adversely impact surrounding uses and properties; and
6. The temporary use is not in conflict with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, and is located outside the shoreline jurisdiction regulated by the Shoreline Master Program, SMC Title 20, Division II.

C. Except for transitional encampments and emergency temporary shelters, a temporary use permit is valid for up to 60 calendar days from the effective date of the permit, except that the Director may establish a shorter time frame or extend a temporary use permit for up to one year.

D. Additional Criteria for Transitional Encampment and Emergency Temporary Shelters.

1. The site must be owned or leased by either a host or managing agency.
2. The application fee for a temporary use permit (TUP) for a transitional encampment or emergency temporary shelter is waived.
3. Prior to application submittal, the applicant is required to hold a neighborhood meeting and provide a written summary as set forth in SMC 20.30.045 and 20.30.090.
4. For transitional encampments, ~~t~~The applicant shall utilize only government-issued identification such as a State or tribal issued identification card, driver's license, military identification card, or passport from prospective encampment residents to develop a list for the purpose of obtaining sex offender and warrant checks. The applicant shall submit the identification list to the King County Sheriff's Office Communications Center. No identification is required for people to utilize an emergency temporary shelter.
5. The applicant shall have a code of conduct that articulates the rules and regulation of the encampment or shelter. These rules shall include, at a minimum, prohibitions against alcohol and/or drug use and violence; ~~and exclusion of sex offenders.~~ Transitional encampments must also include provisions that, at minimum, prohibit sex offenders. For transitional encampments, ~~t~~the applicant shall keep a cumulative list of all residents who stay overnight in the encampment, including names and dates. The list shall be kept on site for the duration of the encampment. The applicant shall provide an affidavit of assurance with the permit submittal package that this procedure ~~is~~

~~being will be~~ met and will continue to be updated during the duration of the encampment.

6. The maximum number of residents at a transitional encampment site shall be determined taking into consideration site conditions but shall in no case be greater than 100 residents at any one time. Any proposed site shall meet the site requirements in subsection (D)(7) of this section and be of sufficient size to support the activities of the transitional encampment without overcrowding of residents.

7. Site Requirements for Transitional Encampments.

a. The minimum useable site area for a transitional encampment shall be: 7,500 square feet for the first 50 residents, plus 150 square feet for each additional resident, up to the maximum allowable of 100 residents. The useable site area may be a combination of contiguous parcels in the same ownership of the host or managing agency.

b. Tents and supporting facilities within an encampment must meet 10-foot setbacks from neighboring property lines, not including right-of-way lines or properties under the same ownership as the host agency. Setback from rights-of-way must be a minimum of five feet. Additional setback from rights-of-way may be imposed based on the City's Traffic Engineer's analysis of what is required for safety. Setbacks to neighboring property lines may be reduced by the Director to a minimum of five feet if it can be determined that the reduction will result in no adverse impact on the neighboring properties, taking into account site conditions that extend along the entire encampment area, including but not limited to:

- i. Topography changes from adjoining property;
- ii. Visually solid, minimum six-foot height, intervening structures;
- iii. Distance from nearest structure on neighboring property;
- iv. Vegetation that creates a visual screen.

c. The transitional encampment shall be screened. The screening shall meet setbacks except screening or structures that act as screening that are already in existence. The color of the screening shall not be black.

d. A fire permit is required for all tents over 400 square feet. Fire permit fees are waived.

e. All tents must be made of fire-resistant materials and labeled as such.

f. Provide adequate number of 2A-10BC rated fire extinguishers so that they are not more than 75 feet travel distance from any portion of the complex. Recommend additional extinguishers in cooking area and approved smoking area.

- g. Smoking in designated areas only; these areas must be a minimum of 25 feet from any neighboring residential property. Provide ashtrays in areas approved for smoking.
- h. Emergency vehicle access to the site must be maintained at all times.
- i. Members of the transitional encampment shall monitor entry points at all times. A working telephone shall be available to ensure the safety and security of the transitional encampment at all times.
- j. Provide adequate sanitary facilities.

8. Emergency temporary shelters may be located within an existing building subject to applicable Building and Fire codes and must obtain a Fire Operational Permit prior to occupancy.

9. For emergency temporary shelters, the applicant shall provide a list of conditions that warrant opening the shelter.

10. 8. Transitional encampments and emergency temporary shelters ~~The encampment~~ shall permit inspections by City, King County Health Department, and Fire Department inspectors at reasonable times during the permit period without prior notice to ensure compliance with the conditions of the permit.

11. 9. Transitional encampments and emergency temporary shelters ~~The encampment~~ shall allow for an inspection by the Shoreline Fire Department during the initial week of the encampment's occupancy.

12. 10. Transitional encampments and emergency temporary shelters ~~Encampments~~ may be allowed to stay under the temporary use permit for up to 90 days. A TUP extension may be granted for a total of 180 days on sites where hosts or agencies in good standing have shown to be compliant with all regulations and requirements of the TUP process, with no record of rules violations. The extension request must be made to the City but does not require an additional neighborhood meeting or additional application materials or fees.

13. 11. Host or managing agencies may not host a transitional encampment or temporary emergency shelter on the same site within 180 days of the expiration date of the TUP for a transitional encampment or temporary emergency shelter.

14. 12. At expiration of the permit, the host or managing agency shall restore the property to the same or similar condition as at permit issuance.

Justification – The proposed amendment will allow emergency temporary shelters for those that are homeless and for those shelters to be regulated similarly to Transitional Encampments. The only difference between the two uses is that emergency temporary shelters are located within existing structures and can be located in any zone in the City. Also, emergency temporary shelters are usually established during times of inclement weather and natural disasters. In order to provide shelter to our most

vulnerable populations, some requirements of admittance must be waived such as the requirement for valid identification.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #8

20.30.310 – Zoning Variance

A. Purpose. A zoning variance is a mechanism by which the City may grant relief from the zoning provisions and standards of the Code, where practical difficulty renders compliance with the Code an unnecessary hardship.

B. Decision Criteria. A variance shall may be granted by the City, only if the applicant demonstrates all of the following:

1. The variance is necessary because of the unique size, shape, topography, or location of the subject property;
2. The strict enforcement of the provisions of this title creates an unnecessary hardship to the property owner;
3. The subject property is deprived, by provisions of this title, of rights and privileges enjoyed by other properties in the vicinity and under an identical zone;
4. The need for the variance is not the result of deliberate actions of the applicant or property owner, including any past owner of the same property;
5. The variance is compatible with the Comprehensive Plan;
6. The variance does not create a health or safety hazard;
7. The granting of the variance will not be materially detrimental to the public welfare or injurious to:
 - a. The property or improvements in the vicinity, or
 - b. The zone in which the subject property is located;
8. The variance does not relieve an applicant from:
 - a. Any of the procedural or administrative provisions of this title, or
 - b. Any standard or provision that specifically states that no variance from such standard or provision is permitted, or
 - c. Use or building restrictions, or

d. Any provisions of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, and is located outside the shoreline jurisdiction regulated by the Shoreline Master Program, SMC Title 20, Division II;

9. The variance from setback or height requirements does not infringe upon or interfere with easement or covenant rights or responsibilities;

10. The variance does not allow the establishment of a use that is not otherwise permitted in the zone in which the proposal is located; or

11. The variance is the minimum necessary to grant relief to the applicant.

Justification – This amendment changes “shall” to “may” on the advice of the City Attorney because this is a discretionary decision by the Department Director.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #9

20.30.333 – Critical Area Special Use Permit (Type C Action)

A. Purpose. The purpose of the critical areas special use permit is to allow development by a public agency or public utility when the strict application of the critical areas standards would otherwise unreasonably prohibit the provision of public services. This type of permit does not apply to flood hazard areas or within the shoreline jurisdiction.

B. Decision Criteria. A critical areas special use permit shall may be granted by the City only if the utility or public agency applicant demonstrates that:

1. The application of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, would unreasonably restrict the ability of the public agency or utility to provide services to the public;
2. There is no other practical alternative to the proposal by the public agency or utility which would cause less impact on the critical area;
3. The proposed development does not create a health or safety hazard on or off the development site, will not be materially detrimental to the property or improvements in the vicinity;

Justification – This amendment changes “shall” to “may” on the advice of the City Attorney because this is a discretionary decision by the Department Director.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #10

20.30.336 – Critical Areas Reasonable Use Permit (CARUP) (Type C Action)

A. Purpose. The purpose of the critical areas reasonable use permit is to allow development and use of private property when the strict application of the critical area regulations would otherwise deny all reasonable use of a property. This type of permit does not apply to flood hazard areas or within the shoreline jurisdiction.

B. Decision Criteria. A reasonable use permit ~~shall~~ may be granted by the City only if the applicant demonstrates that:

1. The application of the critical area regulations, Chapter 20.80 SMC, Critical Areas, would deny all reasonable use of the property; and
2. There is no other reasonable use of the property with less impact on the critical area; and
3. Any alterations to the critical area would be the minimum necessary to allow for reasonable use of the property; and
4. The proposed development does not create a health or safety hazard on or off the development site, will not be materially detrimental to the property or improvements in the vicinity, is consistent with the general purposes of this title and the public interest, and all reasonable mitigation measures have been implemented or assured; and
5. The inability to derive reasonable economic use is not the result of the applicant's action unless the action (a) was approved as part of a final land use decision by the City or other agency with jurisdiction; or (b) otherwise resulted in a nonconforming use, lot or structure as defined in this title; and

Justification – This amendment changes “shall” to “may” on the advice of the City Attorney because this is a discretionary decision by the Department Director.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #11

20.30.345 – Site-specific comprehensive plan land use map amendment

20.30.345 Site-Specific Land Use Map Amendment to the Comprehensive Plan (quasi-judicial action).

A. Purpose. Site-specific Comprehensive Plan map amendments are a mechanism by which the City Council may modify the land use map of the Comprehensive Plan in accordance with the provisions of the Growth Management Act, in order to implement a concurrent site-specific rezone in response to changing circumstances of needs of the City. The purpose of this section is to establish such a procedure for amending the City's Comprehensive Plan land use map in conjunction with a rezone.

B. Decision Criteria. The Hearing Examiner may recommend, and the City Council may approve, or approve with modifications, an amendment to the Comprehensive Plan Land Use Map if:

1. The amendment is consistent with the Growth Management Act and not inconsistent with the Countywide Planning Policies, and the other provisions of the Comprehensive Plan and City policies; and
2. The amendment addresses changing circumstances, changing community values, incorporates a subarea plan consistent with the Comprehensive Plan vision or corrects information contained in the Comprehensive Plan; and
3. The amendment will benefit the community as a whole, will not adversely affect community facilities, the public health, safety or general welfare; and
4. The amendment is warranted in order to achieve consistency with the Comprehensive Plan goals and policies; and
5. The amendment will not be materially detrimental to uses or property in the immediate vicinity of the subject property; and
6. The amendment has merit and value for the community.

C. Amendment Procedures.

1. A proposed site-specific comprehensive plan land use map amendment shall be incorporated in the City's annual docket established and processed pursuant to SMC 20.30.340(C), including deadline for submittal, application requirements, and docket review process, EXCEPT as modified in this subsection.
2. Site Specific Land Use Map Amendment Review.
 - a. The Department shall provide notice of the application and docketing decision for a proposed land use map amendment as provided in SMC Table 20.30.060. The environmental review of an amendment seeking a site-specific land use map amendment shall be the responsibility of the applicant.
 - b. Once the final annual docket has been established by the City Council, an open record public hearing before the Hearing Examiner shall be held on the proposed map amendment. Notice of this hearing shall be as provided in SMC 20.30.180 and clearly state that this proposed amendment is related to a concurrent site-specific rezone. The Hearing Examiner shall make a recommendation on the amendment and transmit that recommendation to the City Council.
 - c. The Hearing Examiner's recommendation shall be consolidated with the Planning Commission's recommendations on other docketed amendments and transmitted to the City Council for concurrent review of

the proposed amendment consistent with the criteria set forth in subsection B of this section and taking into consideration the recommendations of the Hearing Examiner and the Department. The City Council may deny, approve, or modify the Hearing Examiner's recommendation.

d. The City Council may hold additional public hearings, meetings, or workshops as warranted by the proposed amendments.

Justification – The City has historically processed site-specific Comprehensive Plan map amendments and concurrent rezones as Type-L Legislative Decisions. Practically, these decisions are more like rezones since the combined Comprehensive Plan map amendment and rezone only apply to one or two properties and not large areas of land like those lands covered under an area-wide rezone such as a Subarea Plan. Treating site-specific Comprehensive Plan map amendments as quasi-judicial decisions will allow the neighborhood impacted the greatest to be informed by direct mail, newspaper, and signs on the property to allow greater public involvement by the neighbors most affected.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #12

20.30.440 – Installation of improvements

A. Timing and Inspection Fee. The applicant shall not begin installation of improvements until the Director has approved and issued the site development and right-of-way permits and the Director and the applicant have agreed in writing on a time schedule for installation of the improvements.

B. Completion – Bonding. The applicant shall either complete the improvements before the final plat is submitted to the Director for ~~City Council~~ approval, or the applicant shall post a bond or other suitable surety to guarantee the completion of the improvements within one year of the approval of the final plat. The bond or surety shall be based on the construction cost of the improvement as determined by the Director.

C. Acceptance – Maintenance Bond. The Director shall not accept the improvements for the City of Shoreline until the improvements have been inspected and found satisfactory, and the applicant has posted a bond or surety for 15 percent of the construction cost to guarantee against defects of workmanship and materials for two years from the date of acceptance.

Justification – This amendment takes the process for approving Final Formal Plats from a quasi-judicial Type C action to a Type A administrative action in accordance with RCW 58.17.100 which allows administrative review and approval of final formal plats since the preliminary formal plat was reviewed by the Hearing Examiner and approved by the City Council. Since Final Formal Plats will be approved by the Director and not

the City Council, the installation of improvements related to a Final Formal Plat shall also be submitted and approved by the Director.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #13

20.30.450 – Final plat review procedures

Time limit: A final short plat or final formal plat meeting all of the requirements of this chapter and Chapter 58.17 RCW shall be submitted for approval within the time frame specified in RCW 58.17.140.

A. Submission. The applicant may not file the final plat for review until the work required for the site development and right-of-way permits is completed and passed final inspection or bonded per the requirements of SMC 20.30.440.

B. Final Short Plat. The Director shall conduct an administrative review of a proposed final short plat. Only when the Director finds that a proposed short plat conforms to all terms of the preliminary short plat and meets the requirements of Chapter 58.17 RCW, other applicable State laws, and SMC Title 20 which were in effect at the time when the preliminary short plat application was deemed complete, the Director shall sign on the face of the short plat signifying the Director's approval of the final short plat.

C. Final Formal Plat. After an administrative review by the Director and a finding, ~~the final formal plat shall be presented to the City Council. Only when the City Council finds~~ that a subdivision proposed for final plat approval conforms to all terms of the preliminary plat, and meets the requirements of Chapter 58.17 RCW, other applicable State laws, and SMC Title 20 which were in effect at the time when the preliminary plat application was deemed complete, the Director City Manager shall sign on the face of the plat signifying the City's ~~Council~~ approval of the final plat.

D. Acceptance of Dedication. ~~City Council's approval of a final formal plat or t~~The Director's approval of a final ~~short~~ plat constitutes acceptance of all dedication shown on the final plat.

E. Filing for Record. The applicant for subdivision shall file the original drawing of the final plat for recording with the King County Department of Records and Elections. ~~One reproduced full copy on mylar and/or sepia material shall be furnished to the Department.~~ Upon recording, the applicant shall provide a copy of the recorded plat to the Department.

Justification – This amendment takes the process for approving Final Formal Plats from a quasi-judicial Type C action to a Type A administrative action in accordance with RCW 58.17.100 which allows administrative review and approval of final formal plats since the preliminary formal plat was reviewed by the Hearing Examiner and approved by the City Council. The amendment also strikes the requirement for the applicant to

submit mylar copies of the plat to staff. King County records does not require plat documents to be printed on mylar for recording. Paper is acceptable to them if it meets the formatting requirements. This is also consistent with state recording requirements under WAC 332-130-050, which allows documents printed on “standard material” (paper) to be recorded if deemed acceptable by the County. Further, King County is the primary jurisdiction responsible for storing records of properties; Shoreline is not obligated to store these files. It is useful for staff to have these files easily accessible for staff and customers. Mylar is advantageous in that it does not deteriorate as quickly as paper. However, digital files do not deteriorate at all, and are available from King County almost immediately after a document has been recorded (though the PDF copies are marked as “unofficial”). Eliminating the requirement for mylars would streamline the final plat and lot line adjustment processes. Staff would no longer need to prepare the mylars for storage after recording, and customers would no longer need to run copies back-and-forth between City Hall and the Recorder’s Office.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #14

20.50.020 Dimensional requirements.

A. Table 20.50.020(1) – Densities and Dimensions in Residential Zones.

Note: Exceptions to the numerical standards in this table are noted in parentheses and described below.

Residential Zones								
STANDARDS	R-4	R-6	R-8	R-12	R-18	R-24	R-48	TC-4
Base Density: Dwelling Units/Acre	4 du/ac	6 du/ac (7)	8 du/ac	12 du/ac	18 du/ac	24 du/ac	48 du/ac	Based on bldg. bulk limits
Min. Density	4 du/ac	4 du/ac	4 du/ac	6 du/ac	8 du/ac	10 du/ac	12 du/ac	Based on bldg. bulk limits
Min. Lot Width (2)	50 ft	50 ft	50 ft	30 ft	30 ft	30 ft	30 ft	N/A
Min. Lot Area (2) (13)	7,200 sq ft	7,200 sq ft	5,000 sq ft	2,500 sq ft	2,500 sq ft	2,500 sq ft	2,500 sq ft	N/A
Min. Front Yard Setback (2) (3) (14)	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft

Residential Zones								
STANDARDS	R-4	R-6	R-8	R-12	R-18	R-24	R-48	TC-4
Min. Rear Yard Setback (2) (4) (5)	15 ft	15 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Min. Side Yard Setback (2) (4) (5)	5 ft min.	5 ft min.	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Base Height (9)	30 ft (35 ft with pitched roof)	30 ft (35 ft with pitched roof)	35 ft	35 ft	35 ft (40 ft with pitched roof)	35 ft (40 ft with pitched roof) (16)	35 ft (40 ft with pitched roof) (8) (16)	35 ft (16)
Max. Building Coverage (2) (6)	35%	35%	45%	55%	60%	70%	70%	N/A
Max. Hardscape (2) (6)(19)	45%	50%	65%	75%	85%	85%	90%	90%

Table 20.50.020(2) – Densities and Dimensions in Mixed Use Residential Zones.

Note: Exceptions to the numerical standards in this table are noted in parentheses and described below.

STANDARDS	MUR-35'	MUR-45'	MUR-70' (10)
Base Density: Dwelling Units/Acre	N/A	N/A	N/A
Min. Density	12 du/ac (17)	18 du/ac	48 du/ac
Min. Lot Width (2)	N/A	N/A	N/A
Min. Lot Area (2)	N/A	N/A	N/A
Min. Front Yard Setback (2) (3)	0 ft if located on an arterial street 10 ft on nonarterial street 22 ft if located on 145th Street (15)	15 ft if located on 185th Street (15) 0 ft if located on an arterial street 10 ft on nonarterial street 22 ft if located on 145th Street (15)	15 ft if located on 185th Street (15) 22 ft if located on 145th Street (15) 0 ft if located on an arterial street 10 ft on nonarterial street (18)
Min. Rear Yard Setback (2) (4) (5)	5 ft	5 ft	5 ft
Min. Side Yard Setback (2) (4) (5)	5 ft	5 ft	5 ft

STANDARDS	MUR-35'	MUR-45'	MUR-70' (10)
Base Height (9) (16)	35 ft	45 ft	70 ft (11) (12) (13)
Max. Building Coverage (2) (6)	N/A	N/A	N/A
Max. Hardscape (2) (6)	85%	90%	90%

Exceptions to Table 20.50.020(1) and Table 20.50.020(2):

(1) Repealed by Ord. 462.

(2) These standards may be modified to allow zero lot line and unit lot developments. Setback variations apply to internal lot lines only. Overall site must comply with setbacks, building coverage and hardscape limitations; limitations for individual lots may be modified.

(3) For single-family detached development exceptions to front yard setback requirements, please see SMC 20.50.070.

(4) For single-family detached development exceptions to rear and side yard setbacks, please see SMC 20.50.080.

(5) For developments consisting of three or more dwellings located on a single parcel, the building setback shall be 15 feet along any property line abutting R-4 or R-6 zones. Please see SMC 20.50.130.

(6) The maximum building coverage shall be 35 percent and the maximum hardscape area shall be 50 percent for single-family detached development located in the R-12 zone.

(7) The base density for single-family detached dwellings on a single lot that is less than 14,400 square feet shall be calculated using a whole number, without rounding up.

(8) For development on R-48 lots abutting R-12, R-18, R-24, R-48, NB, CB, MB, CZ and TC-1, 2 and 3 zoned lots, the maximum height allowed is 50 feet and may be increased to a maximum of 60 feet with the approval of a conditional use permit.

(9) Base height for public and private K through 12 schools in all zoning districts except R-4 is 50 feet. Base height may be exceeded by gymnasiums to 55 feet and by theater fly spaces to 72 feet.

(10) Dimensional standards in the MUR-70' zone may be modified with an approved development agreement.

(11) The maximum allowable height in the MUR-70' zone is 140 feet with an approved development agreement.

(12) Base height in the MUR-70' zone may be increased up to 80 feet when at least 10 percent of the significant trees on site are retained and up to 90 feet when at least 20 percent of the significant trees on site are retained.

(13) All building facades in the MUR-70' zone fronting on any street shall be stepped back a minimum of 10 feet for that portion of the building above 45 feet in height. Alternatively, a building in the MUR-70' zone may be set back 10 feet at ground level instead of providing a 10-foot step-back at 45 feet in height. MUR-70' fronting on 185th Street shall be set back an additional 10 feet to use this alternative because the current 15-foot setback is planned for street dedication and widening of 185th Street.

(14) The minimum lot area may be reduced proportional to the amount of land needed for dedication of facilities to the City as defined in Chapter 20.70 SMC.

(15) The exact setback along 145th Street (Lake City Way to Fremont Avenue) and 185th Street (Fremont Avenue to 10th Avenue NE), up to the maximum described in Table 20.50.020(2), will be determined by the Public Works Department through a development application.

(16) Base height may be exceeded by 15 feet for rooftop structures such as elevators, arbors, shelters, barbeque enclosures and other structures that provide open space amenities.

(17) Single-family detached dwellings that do not meet the minimum density are permitted in the MUR-35' zone subject to the R-6 development standards.

(18) The minimum front yard setback in the MUR-70' zone may be reduced to five feet on a nonarterial street if 20 percent of the significant trees on site are retained.

(19) The maximum hardscape for Public and Private Kindergarten through grade 12 schools is 75 percent.

Justification – This amendment allows greater hardscape maximums for schools. Schools in Shoreline are primarily developed on land zoned R-6 which is intended for single-family residential uses. As such, the building coverage and hardscape requirements are low when building elementary, middle, and high schools in the R-6 zone. New or redeveloped schools are limited to 35% building coverage and 50% total hardscape. In addition, schools have been exchanging grass playfields for artificial turf fields which allow more opportunities for recreation on a year-round basis, something the City needs for schools and league sports. Because turf is calculated toward total hardscape, many times, the school cannot make improvements and meet the City's hardscape requirements. This amendment will allow the schools to provide all the necessary elements of a school (parking, circulation, sport courts, turf fields, and pathways) while also complying with the City's strict stormwater codes.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #15

20.50.020 Dimensional requirements.

A. Table 20.50.020(1) – Densities and Dimensions in Residential Zones.

Note: Exceptions to the numerical standards in this table are noted in parentheses and described below.

Residential Zones								
STANDARDS	R-4	R-6	R-8	R-12	R-18	R-24	R-48	TC-4
Base Density: Dwelling Units/Acre	4 du/ac	6 du/ac (7)	8 du/ac	12 du/ac	18 du/ac	24 du/ac	48 du/ac	Based on bldg. bulk limits
Min. Density	4 du/ac	4 du/ac	4 du/ac	6 du/ac	8 du/ac	10 du/ac	12 du/ac	Based on bldg. bulk limits
Min. Lot Width (2)	50 ft	50 ft	50 ft	30 ft	30 ft	30 ft	30 ft	N/A
Min. Lot Area (2) (13)	7,200 sq ft	7,200 sq ft	5,000 sq ft	2,500 sq ft	2,500 sq ft	2,500 sq ft	2,500 sq ft	N/A
Min. Front Yard Setback (2) (3) (14)	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
Min. Rear Yard Setback (2) (4) (5)	15 ft	15 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Min. Side Yard Setback (2) (4) (5)	5 ft min.	5 ft min.	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Base Height (9)	30 ft (35 ft with pitched roof)	30 ft (35 ft with pitched roof)	35 ft	35 ft	35 ft (40 ft with pitched roof)	35 ft (40 ft with pitched roof) (16)	35 ft (40 ft with pitched roof) (8) (16)	35 ft (16)
Max. Building Coverage (2) (6)	35%	35%	45%	55%	60%	70%	70%	N/A
Max. Hardscape (2) (6)	45%	50%	65%	75%	85%	85%	90%	90%

Table 20.50.020(2) – Densities and Dimensions in Mixed Use Residential Zones.

Note: Exceptions to the numerical standards in this table are noted in parentheses and described below.

STANDARDS	MUR-35'	MUR-45'	MUR-70' (10)
Base Density: Dwelling Units/Acre	N/A	N/A	N/A
Min. Density	12 du/ac (17)	18 du/ac	48 du/ac
Min. Lot Width (2)	N/A	N/A	N/A
Min. Lot Area (2)	N/A	N/A	N/A
Min. Front Yard Setback (2) (3)	0 ft if located on an arterial street 10 ft on nonarterial street 22 ft if located on 145th Street (15)	15 ft if located on 185th Street (15) 0 ft if located on an arterial street 10 ft on nonarterial street 22 ft if located on 145th Street (15)	15 ft if located on 185th Street (15) 22 ft if located on 145th Street (15) 0 ft if located on an arterial street 10 ft on nonarterial street (18)
Min. Rear Yard Setback (2) (4) (5)	5 ft	5 ft	5 ft (20)
Min. Side Yard Setback (2) (4) (5)	5 ft	5 ft	5 ft (20)
Base Height (9) (16)	35 ft	45 ft	70 ft (11) (12) (13)
Max. Building Coverage (2) (6)	N/A	N/A	N/A
Max. Hardscape (2) (6)	85%	90%	90%

Exceptions to Table 20.50.020(1) and Table 20.50.020(2):

(1) Repealed by Ord. 462.

(2) These standards may be modified to allow zero lot line and unit lot developments. Setback variations apply to internal lot lines only. Overall site must comply with setbacks, building coverage and hardscape limitations; limitations for individual lots may be modified.

(3) For single-family detached development exceptions to front yard setback requirements, please see SMC 20.50.070.

(4) For single-family detached development exceptions to rear and side yard setbacks, please see SMC 20.50.080.

- (5) For developments consisting of three or more dwellings located on a single parcel, the building setback shall be 15 feet along any property line abutting R-4 or R-6 zones. Please see SMC 20.50.130.
- (6) The maximum building coverage shall be 35 percent and the maximum hardscape area shall be 50 percent for single-family detached development located in the R-12 zone.
- (7) The base density for single-family detached dwellings on a single lot that is less than 14,400 square feet shall be calculated using a whole number, without rounding up.
- (8) For development on R-48 lots abutting R-12, R-18, R-24, R-48, NB, CB, MB, CZ and TC-1, 2 and 3 zoned lots, the maximum height allowed is 50 feet and may be increased to a maximum of 60 feet with the approval of a conditional use permit.
- (9) Base height for public and private K through 12 schools in all zoning districts except R-4 is 50 feet. Base height may be exceeded by gymnasiums to 55 feet and by theater fly spaces to 72 feet.
- (10) Dimensional standards in the MUR-70' zone may be modified with an approved development agreement.
- (11) The maximum allowable height in the MUR-70' zone is 140 feet with an approved development agreement.
- (12) Base height in the MUR-70' zone may be increased up to 80 feet when at least 10 percent of the significant trees on site are retained and up to 90 feet when at least 20 percent of the significant trees on site are retained.
- (13) All building facades in the MUR-70' zone fronting on any street shall be stepped back a minimum of 10 feet for that portion of the building above 45 feet in height. Alternatively, a building in the MUR-70' zone may be set back 10 feet at ground level instead of providing a 10-foot step-back at 45 feet in height. MUR-70' fronting on 185th Street shall be set back an additional 10 feet to use this alternative because the current 15-foot setback is planned for street dedication and widening of 185th Street.
- (14) The minimum lot area may be reduced proportional to the amount of land needed for dedication of facilities to the City as defined in Chapter 20.70 SMC.
- (15) The exact setback along 145th Street (Lake City Way to Fremont Avenue) and 185th Street (Fremont Avenue to 10th Avenue NE), up to the maximum described in Table 20.50.020(2), will be determined by the Public Works Department through a development application.
- (16) Base height may be exceeded by 15 feet for rooftop structures such as elevators, arbors, shelters, barbeque enclosures and other structures that provide open space amenities.

(17) Single-family detached dwellings that do not meet the minimum density are permitted in the MUR-35' zone subject to the R-6 development standards.

(18) The minimum front yard setback in the MUR-70' zone may be reduced to five feet on a nonarterial street if 20 percent of the significant trees on site are retained.

(20) Setback may be reduced to 0-feet when a direct pedestrian connection is provided to an adjacent to light rail transit stations, light rail transit parking garages, transit park and ride lots, or transit access facilities.

Justification – This amendment will allow the reduction of side and rear setbacks in the MUR-70' zone when new development is adjacent to light rail transit stations, light rail transit parking garages, transit park and ride lots or transit access facilities. The amendment will mostly apply to parcels that are abutting Sound Transit owned stations and facilities. In one case, a developer wants to develop multifamily buildings on a site adjacent to a future light rail station. The design of the building will allow access to the Sound Transit station at 145th Street. Since the subject property line is considered the rear of the building, the Development Code calls for a 5-foot setback. Staff recommends this requirement should be amended if the site and building design of a new project increases access and walkability to a station or other mass-transit facility.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #16

20.50.020(B) and (4) – Adding Bonus Density Exception

B. Base Density Calculation. The base density for an individual site shall be calculated by multiplying the site area (in acres) by the applicable number of dwelling units. When calculation results in a fraction, the fraction shall be rounded to the nearest whole number as follows:

1. Fractions of 0.50 and above shall be rounded up except for lots less than 14,400 square feet in R-6 zones. See Exception (7) to Table 20.50.020(1) **and density bonus exception SMC 20.50.020(B)(4).**
2. Fractions below 0.50 shall be rounded down.

Example #1 – R-6 zone, 2.3-acre site: $2.3 \times 6 = 13.8$
The base density for this site would be 14 dwelling units.

Example #2 – R-24 zone, 2.3-acre site: $2.3 \times 24 = 55.2$
The base density for the site would be 55 dwelling units.

Example #3 – R-6 zone, 13,999-square-foot site: $(13,999/43,560 = .3214$ acres) so $.3214 \times 6 = 1.92$. The base density for single-family detached dwellings on this site would be one unit (**See Exception SMC 20.50.020(B)(4).**)

Example #4 – R-6 zone, 14,400-square-foot site ($14,400/43,560 = .331$ acres) so $.331 \times 6 = 1.986$. The base density for the site would be two units.

3. For development in the MUR zones: minimum density calculations resulting in a fraction shall be rounded up to the next whole number.

4. Base Density Bonus

A. Purpose. The purpose of the section is to establish an incentive program which encourages development that provides affordable housing as single family detached dwellings on the same tax parcel that will be granted the following incentives.

1. Parking reduction of 50 percent for developments within one-half mile of light rail stations.

2. Parking reduction of 50 percent for developments outside one-half mile of light rail stations if level 2 electric vehicle charging stations are installed per each new single-story detached dwelling unit.

B. Project Qualifications. Base density bonus allows a second detached single-family dwelling unit on the same minimum lot size of 10,000 square feet of greater if the following conditions are met within R-4, R-6, R-8, R-12 and R-48 zoning.

1. Only single-story dwelling units are allowed.

2. The building height shall be limited to 15 feet to the top of plate with a 5-foot height bonus for roofs pitched a minimum of 4:12 for a total height of 20-feet.

3. The base density for the zone for this density bonus designation may exceed zoning density maximum in order to request a density bonus.

4. Minimum lot size of 10,000 square feet is required in all zones to request a density bonus.

5. Two parking spaces are required for each single-family home.

6. Lot sizes smaller than 14,400 square feet may not be subdivided yet dwelling may be segregated using Washington Uniform Common Interest Ownership Act (WUCIOA).

Exception: Parking and/or other nonliving space structures below detached single-story dwelling units would be allowed for steep slope properties where development is terracing sloped lands.

Justification – This is a privately-initiated amendment that seeks to add an additional separate living unit (Not an ADU) on parcels zoned R-4 through R-48 if certain conditions are met. The intent of the amendment is to add density to larger single-family lots if the second dwelling is smaller and less intrusive to the neighborhood. The amendment will also allow parking reductions if within a ½ mile from light rail stations or electric vehicle charging facilities are installed.

Recommendation – *This is a policy decision for the Council to consider adding to the PCD work plan. The City is currently developing a Housing Action Plan and staff recommends that this proposed amendment be considered as one of the options in the Housing Toolkit. This would let it be analyzed in context with the other policy options being proposed to meet the City’s housing needs.*

The Comprehensive Plan contains goals and policies supporting the amendment and contains goals and policies that conflict with the amendment (emphasis added with bolded text). Staff will provide analysis under each goal or policy. Some policies that encourage the amendment include:

*Goal LU I: Encourage development that creates a **variety of housing**, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods.*

Allowing an additional single-story dwelling on lots greater than 10,000 square feet in the R-4 and R-6 zones will create more variety of housing in our residential neighborhoods, but the City already allows Accessory Dwelling Units. The difference between the two is the applicant’s proposal will allow two separate units to be built without the restriction of being owner-occupied. Both units can be segregated and sold or rented separately.

*Goal LU V: Enhance the character, quality, and function of existing residential neighborhoods while **accommodating anticipated growth**.*

The applicant’s proposal will accommodate additional growth in the City’s residential neighborhoods. The City recently completed the 2020 Urban Land Capacity Study where the City must show capacity to accommodate growth over the next 20 years. This report shows the City can support increased population over the next 20 years and beyond with or without the applicant’s proposal.

*LU5: **Review and update infill standards** and procedures that promote quality development and consider the existing neighborhood.*

Goal H V: Integrate new development with consideration to design and scale that complements existing neighborhoods and provides effective transitions between different uses and intensities.

This proposal does consider the existing neighborhood by limiting the height of any new structure being built under the proposed regulations. The City’s Accessory Dwelling Regulations allow an ADU to be built up to the height of the zone which is 35 feet. This amendment will restrict a second structure to be

limited to 20 feet. Since the amendment limits the height of a second single family home, the design and scale will be less intrusive to the neighborhood.

Some policies that discourage the amendment include:

*LU1: The Low-Density Residential land use designation allows single-family detached dwelling units. Other dwelling types, such as duplexes, single-family attached, cottage housing, and accessory dwellings may be allowed under certain conditions. **The permitted base density for this designation may not exceed 6 dwelling units per acre.***

This amendment will allow increased density in the single-family zones and will exceed the permitted base density of 6 units per acre.

Goal H II: Encourage development of an appropriate mix of housing choices through innovative land use and well-crafted regulations.

*H1: Encourage a variety of residential design alternatives that **increase housing choice.***

The proposed amendment does not provide a mix of housing choice or increase housing choice. The amendment is asking to build a **second** single-family home on a parcel. The only difference is the single-family home is limited in height.

H8: Explore a variety and combination of incentives to encourage market rate and non-profit developers to build more units with deeper levels of affordability.

The proposed amendment will allow more single-family dwellings to be built in the City's residential neighborhoods. The City does not require these units be affordable to any segment of the population. That is to say, the new homes can be sold or rented for whatever the market can get. The homes will be smaller and limited in height which may limit the cost of the structure but that is not a City requirement and ultimately, the market will dictate the cost of these units.

If the Council is interested in supporting this amendment, staff needs direction on other sections of the Development Code:

- The Development Code allows Accessory Dwelling Units as an accessory use to the primary residential use. If this amendment goes forward, will the City allow an addition ADU with each new unit built under these proposed provisions?
- Building coverage and hardscape are regulated in SMC 20.50.020(1). Are the proposed structures built under these provisions required to comply with these standards? For example, the R-6 zone allows 35% building coverage and 50% total hardscape. Should staff amend these standards to allow greater building coverage and hardscape?
- Should the City allow a parking reduction if the proposed development is within one-half mile of a high-capacity transit facility? The current code allows parking

reductions for multifamily buildings within one-quarter mile from a high-capacity transit station.

Amendment #17

20.50.235 – Threshold – Required building design (New Section).

20.50.235 Threshold – Required building design.

The purpose of this section is to establish thresholds for the application of building design standards set forth in this chapter to development proposals in commercial and mixed-use residential zones.

- A. Building design standards apply to development in the NB, CB, MB, TC-1, 2 and 3, MUR-45', and MUR-70' zones and the MUR-35' zone when located on an arterial street. Building design shall be required:
 - 1. When building construction valuation for a permit exceeds 50 percent of the current County assessed or an appraised valuation of all existing land and structure(s) on the parcel. This shall include all structures on other parcels if the building under permit review extends into other parcels; or
 - 2. When aggregate building construction valuations for issued permits, within any consecutive five-year period, exceed 50 percent of the County assessed or an appraised value of the existing land and structure(s) at the time of the first issued permit.

Justification – This is a new proposed section. Currently, there is no threshold to require building design improvements when a structure is being remodeled or rebuilt. This issue has come up as properties have been redeveloping in the Station Subareas.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #18

Exception 20.50.360 – Tree replacement and site restoration

20.50.360 Tree replacement and site restoration.

- A. Plans Required. Prior to any tree removal, the applicant shall demonstrate through a clearing and grading plan, tree retention and planting plan, landscape plan, critical area report, mitigation or restoration plans, or other plans acceptable to the Director that tree replacement will meet the minimum standards of this section. Plans shall be prepared by a qualified person or persons at the applicant's expense. Third party review of plans, if required, shall be at the applicant's expense.

B. The City may require the applicant to relocate or replace trees, shrubs, and ground covers, provide erosion control methods, hydroseed exposed slopes, or otherwise protect and restore the site as determined by the Director.

C. Replacement Required. Trees removed under the partial exemption in SMC 20.50.310(B)(1) may be removed per parcel with no replacement of trees required. Any significant tree proposed for removal beyond this limit should be replaced as follows:

1. One existing significant tree of eight inches in diameter at breast height for conifers or 12 inches in diameter at breast height for all others equals one new tree.
2. Each additional three inches in diameter at breast height equals one additional new tree, up to three trees per significant tree removed.
3. Minimum size requirements for replacement trees under this provision: Deciduous trees shall be at least 1.5 inches in caliper and evergreens six feet in height.

Exception 20.50.360(C):

a. No tree replacement is required when the tree is proposed for relocation to another suitable planting site; provided, that relocation complies with the standards of this section.

b. To the extent feasible, all replacement trees shall be replaced on-site. When an applicant demonstrates that the project site cannot feasibly accommodate all of the required replacement trees, the Director may allow a reduction in the minimum replacement trees required or the payment of a fee in lieu of replacement at the rate set forth in SMC 3.01 Fee Schedule for replacement trees or a combination of reduction in the minimum number of replacement trees required and payment of the fee in lieu of replacement at the rate set forth in SMC 3.01 Fee Schedule ~~off-site planting of replacement trees~~ if all of the following criteria are satisfied:

- i. There are special circumstances related to the size, shape, topography, location or surroundings of the subject property
- ii. Strict compliance with the provisions of this Code may jeopardize reasonable use of property.
- iii. Proposed vegetation removal, replacement, and any mitigation measures are consistent with the purpose and intent of the regulations.
- iv. The granting of the exception or standard reduction will not be detrimental to the public welfare or injurious to other property in the vicinity.

c. The Director may waive this provision for site restoration or enhancement projects conducted under an approved vegetation management plan.

d. ~~The Director may not require the r~~Replacement of significant tree(s) approved for removal pursuant to Exception SMC 20.50.350(B)(5) is not required.

4. Replacement trees required for the Lynnwood Link Extension project shall be native conifer and deciduous trees proportional to the number and type of trees removed for

construction, unless as part of the plan required in subsection A of this section the qualified professional demonstrates that a native conifer is not likely to survive in a specific location.

5. Tree replacement where tree removal is necessary on adjoining properties to meet requirements in SMC 20.50.350(D) or as a part of the development shall be at the same ratios in subsections (C)(1), (2), and (3) of this section with a minimum tree size of eight feet in height. Any tree for which replacement is required in connection with the construction of a light rail system/facility, regardless of its location, may be replaced on the project site.

6. Tree replacement related to development of a light rail transit system/facility must comply with this subsection C.

D. The Director may require that a portion of the replacement trees be native species in order to restore or enhance the site to predevelopment character.

E. The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock.

F. Replacement of removed trees with appropriate native trees at a ratio consistent with subsection C of this section, or as determined by the Director based on recommendations in a critical area report, will be required in critical areas.

G. The Director may consider smaller-sized replacement plants if the applicant can demonstrate that smaller plants are more suited to the species, site conditions, and to the purposes of this subchapter, and are planted in sufficient quantities to meet the intent of this subchapter.

H. All required replacement trees and relocated trees shown on an approved permit shall be maintained in healthy condition by the property owner throughout the life of the project, unless otherwise approved by the Director in a subsequent permit.

I. Where development activity has occurred that does not comply with the requirements of this subchapter, the requirements of any other section of the Shoreline Development Code, or approved permit conditions, the Director may require the site to be restored to as near pre-project original condition as possible. Such restoration shall be determined by the Director and may include, but shall not be limited to, the following:

1. Filling, stabilizing and landscaping with vegetation similar to that which was removed, cut or filled;
2. Planting and maintenance of trees of a size and number that will reasonably assure survival and that replace functions and values of removed trees; and
3. Reseeding and landscaping with vegetation similar to that which was removed, in areas without significant trees where bare ground exists.

J. Significant trees which would otherwise be retained, but which were unlawfully removed, or damaged, or destroyed through some fault of the applicant or their representatives shall be replaced in a manner determined by the Director.

K. Nonsignificant trees which are required to be retained as a condition of permit approval, but are unlawfully removed, damaged, or destroyed through some fault of the applicant, representatives of the applicant, or the property owner(s), shall be replaced at a ratio of three to one. Minimum size requirements for replacement trees are deciduous trees at least 1.5 inches in caliper and evergreen trees at least six feet in height.

Justification – The first amendment may allow the Director to reduce the number of replacement trees planted onsite. When a significant tree is removed, that tree typically requires three replacement trees to be planted. Parcels with many significant trees may not require the replacement trees be planted since the parcel will have an abundance of trees remaining. The amendment also allows the Director to use fee-in-lieu when reducing the amount of replacement trees required. The proposal includes the ability to allow the use of the established fee in lieu currently set at \$2,611 per tree when a project meets the criteria in Exception 20.50.360(C)(b). The payment of a fee in lieu would be used by the City to plant trees in parks or other natural areas.

The second amendment allows the City to require mitigation when non-regulated trees that were required to be retained are instead deliberately removed.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #19

20.50.390(E) – Electric vehicle parking standards

Table 20.50.390E – Electric Vehicle (EV) Charging Infrastructure Parking Standards

<u>RESIDENTIAL USE</u>	<u>MINIMUM EV SPACES REQUIRED</u>
<u>Single-Family Detached/Single-Family Attached:</u>	<u>An EV-ready space for each private garage or private parking area provided for a dwelling unit</u>
<u>Multifamily Dwelling:</u>	<u>A minimum of 20 percent of EV-ready spaces in shared parking garages or shared parking spaces</u>
<u>Nonresidential:</u>	<u>A minimum of 10 percent EV-ready spaces of the required parking spaces.</u>

1. An EV-ready space is a space that provides a complete electric circuit with 208/240 volt, 40-ampere capacity charging receptable outlet or termination point, including electrical service capacity.

2. For multifamily and non-residential uses, one accessible parking space shall be an EV-ready space.

3. If the formula for determining the number of EV-ready spaces results in a fraction, the number of required spaces shall be rounded to the nearest whole number, with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

Justification – This proposed amendment deletes the electric vehicle requirements from 20.50.390(A) and creates a new table in 20.50.390(E). The City of Seattle has recently adopted amendments that require electric vehicle parking standards in all areas of the city that require off-street parking. Currently, the City of Shoreline requires electric vehicle infrastructure be provided for multifamily dwelling units only. This proposed amendment will require EV facilities in all types of residential development. This amendment will require close coordination with single-family residential permit reviewers since all new single-family homes will require an EV ready parking space.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #20

20.70.340 Sidewalks, walkways, paths and trails.

A. Sidewalks required pursuant to SMC 20.70.320 and fronting public streets shall be located within public right-of-way or a public easement as approved by the Director.

B. Walkways, paths or trails provided to mitigate identified impacts should use existing undeveloped right-of-way, or, if located outside the City’s planned street system, may be located across private property in a pedestrian easement or tract restricted to that purpose.

C. Required sidewalks on public and private streets shall be installed as described in the Transportation Master Plan and the Engineering Development Guide for the specific street classification and street segment.

D. Installation, or a financial security of installation subject to approval by the Director, is required as a condition of development approval.

E. On development projects that front onto two parallel public rights-of-ways where the nearest public connection between the parallel rights-of-way is at least 250 linear feet from any point of the development, a paved shared-use path shall be required within a public easement to connect the parallel rights-of-way. The shared-use path may also function as an alley way for limited vehicular access.

Justification – This amendment provides a mechanism to require midblock pedestrian connections through large blocks. This would most likely be implemented in the MUR zones, primarily near the station areas where there are larger aggregations of property. The midblock connections could be like alley ways and will create a more walkable neighborhood and break up some of the City’s superblocks.

Recommendation – Planning Commission recommends that this amendment be approved.

Amendment #21

20.80.220 Geological hazard - Classification

SMC 20.80.220 Geological hazard - Classification

Geologic hazard areas shall be classified according to the criteria in this section as follows:

A. **Landslide Hazard Areas.** Landslide hazard areas are those areas potentially subject to landslide activity based on a combination of geologic, topographic and hydrogeologic factors as classified in subsection B of this section with slopes 15 percent or steeper within a vertical elevation change of at least 10 feet or all areas of prior landslide activity regardless of slope. A slope is delineated by establishing its toe and top and measuring the inclination over 10 feet of vertical relief (see Figure 20.80.220(A)). The edges of the geologic hazard are identified where the characteristics of the slope cross-section change from one landslide hazard classification to another, or no longer meet any classification. Additionally:

1. The toe of a slope is a distinct topographic break which separates slopes inclined at less than 15 percent from slopes above that are 15 percent or steeper when measured over 10 feet of vertical relief; and
2. The top of a slope is a distinct topographic break which separates slopes inclined at less than 15 percent from slopes below that are 15 percent or steeper when measured over 10 feet of vertical relief.

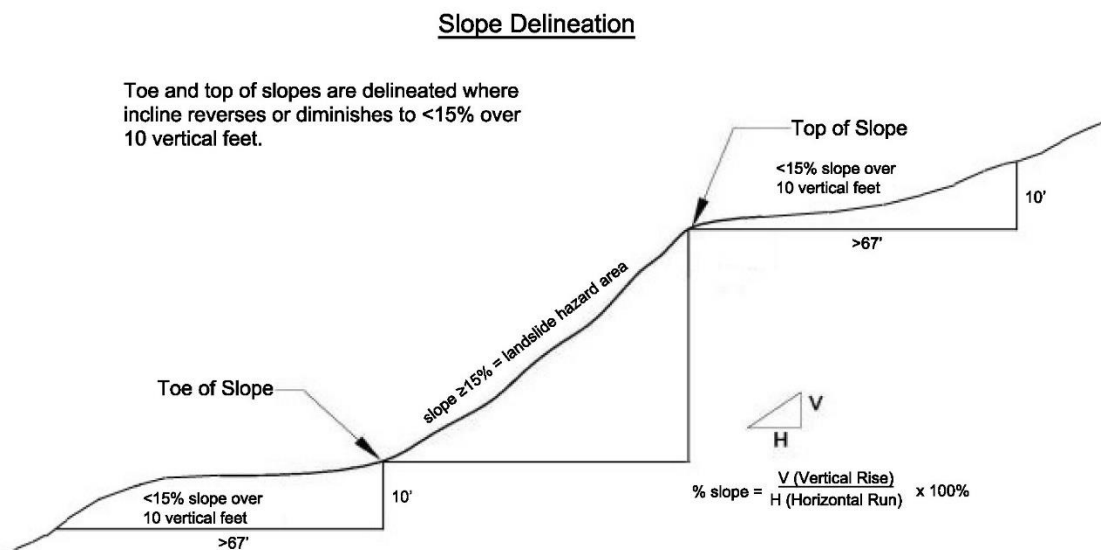


Figure 20.80.220(A): Illustration of slope calculation for determination of top and toe of landslide hazard area.

B. **Landslide Hazard Area Classification.** Landslide hazard areas are classified as follows:

1. **Moderate to High Risk.**

- a. Areas with slopes between 15 percent and 40 percent and that are underlain by soils that consist largely of sand, gravel or glacial till that do not meet the criteria for very high-risk areas in subsection (B)(2) of this section;
- b. Areas with slopes between 15 percent and 40 percent that are underlain by soils consisting largely of silt and clay and do not meet the criteria for very high-risk areas in subsection (B)(2) of this section; or
- c. All slopes of 10 to 20 feet in height that are 40 percent slope or steeper and do not meet the criteria for very high risk in subsection (B)(2)(a) or (b) of this section.

2. Very High Risk.

- a. Areas with slopes steeper than 15 percent with zones of emergent water (e.g., springs or ground water seepage);
- b. Areas of landslide activity (scarps, movement, or accumulated debris) regardless of slope;
- c. All slopes that are 40 percent or steeper and more than 20 feet in height when slope is averaged over 10 vertical feet of relief.

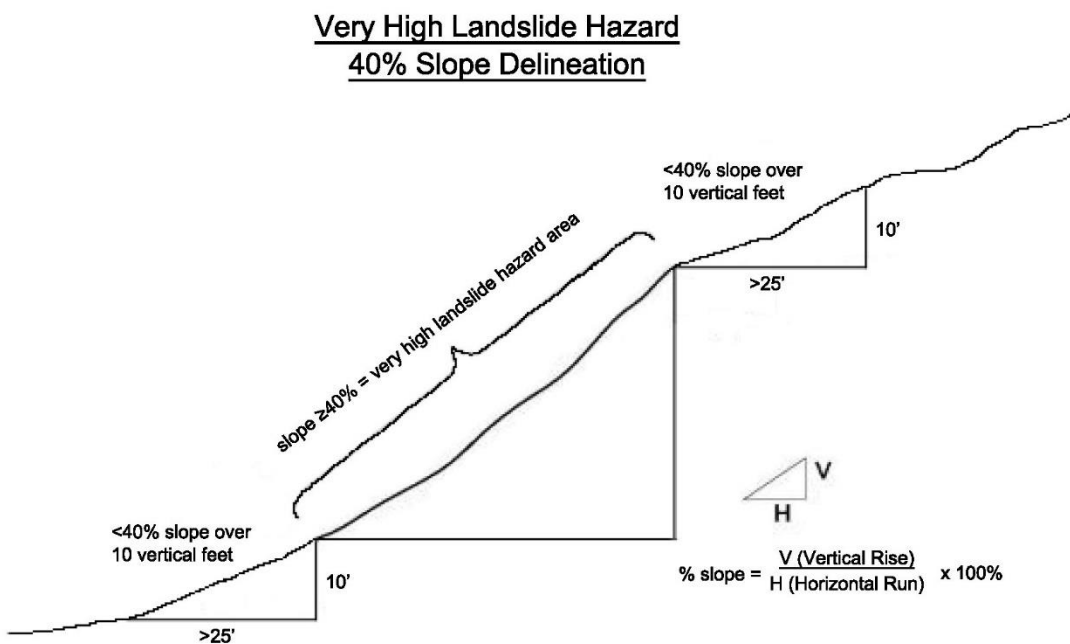


Figure 20.80.220(B): Illustration of very high-risk landslide hazard area delineation (no midslope bench).

C. Seismic Hazard Areas. Seismic hazard areas are lands that, due to a combination of soil and ground water conditions, are subject to risk of ground shaking, lateral spreading, subsidence or liquefaction of soils during earthquakes. These areas are typically underlain by soft or loose saturated soils (such as alluvium) or peat deposits and have a shallow ground water table. These areas are designated as having “high”

and “moderate to high” risk of liquefaction as mapped on the Liquefaction Susceptibility and Site Class Maps of Western Washington State by County by the Washington State Department of Natural Areas.

D. Erosion Hazard Areas. Erosion hazard areas are lands or areas underlain by soils identified by the U.S. Department of Agriculture Natural Resources Conservation Service (formerly the Soil Conservation Service) as having “severe” or “very severe” erosion hazards. This includes, but is not limited to, the following group of soils when they occur on slopes of 15 percent or greater: Alderwood-Kitsap (AkF), Alderwood gravelly sandy loam (AgD), Kitsap silt loam (KpD), Everett (EvD) and Indianola (InD).

E. Slopes Created by Previous Grading. Artificial slopes meeting the criteria of a landslide hazard area based on slope steepness and height that were created through previous permitted grading shall be exempt from the provisions of this subchapter 2, provided the applicant submits documentation from a qualified professional demonstrating that the naturally occurring slope, as it existed prior to the permitted grading, did not meet any of the criteria for a landslide hazard area and that a new hazard will not be created. Previously graded slopes meeting the criteria of a landslide hazard area that were not permitted or were illegally created are landslide hazard areas.

F. Slope Modified by Stabilization Measures. Previously permitted slopes modified by stabilization measures, such as rockeries and retaining walls, that have been engineered and approved by the engineer as having been built according to the engineered design shall be exempt from the provisions of subchapter 2 based on the opinion of a qualified professional. If the rockery or wall(s) are determined to be inadequate by a qualified professional, a permit for new or rebuilt rockery or wall(s) shall be submitted and reviewed by the Department for code compliance.

Justification – This proposed amendment will exempt existing, previously permitted stabilization measures, such as rockeries and retaining walls that have been designed and approved by an engineer as having been built according to the engineered design. Existing retaining walls are currently mapped as either moderate to high-risk or very-high risk landslide hazard areas. Therefore, anytime someone proposes any site work such as a small house addition it requires a comprehensive critical area review to classify the hazard, provide recommended buffers and setbacks and provide recommended mitigation measures. This critical area geotechnical report is in addition to the one already required with the building permit to address loads adjacent to the wall.

Examples of other jurisdiction’s code provisions:

City of Redmond

RMC 21.64.010(D)(1)(c)

(c) Activities occurring in areas of 40 percent slope or greater with a vertical elevation change of up to 10 feet based upon City review of a soils report prepared by a geologist or geotechnical engineer which demonstrates that no significant adverse impact will

result from the exemption. In addition, the construction of a single-family dwelling unit in man-made steep slopes which were created as part of an approved legal grading activity shall be exempt provided the applicant submits documentation from a qualified professional that the slope was man-made and there will be no resulting significant adverse impacts. This latter exemption applies to one stand-alone single-family residence and is not to be construed to apply to a series of proposed dwellings as part of a subdivision or short plat application;

City of Issaquah

IMC 18.10.580(E)

(E) Limited Exemptions:

1. Slopes forty (40) percent and steeper with a vertical elevation change of up to twenty (20) feet may be exempted from the provisions of this section (through Level 1 Review or through the appropriate land use permitting process), based on the City review and acceptance of a soils report prepared by a geologist or licensed geotechnical engineer when no adverse impact will result from the exemption.
2. Any slope which has been created through previous, legal grading activities may be regarded as part of an approved development proposal. Any slope which remains equal to or in excess of forty (40) percent following site development shall be subject to the protection mechanisms for steep slopes.

City of Edmonds

EMC 23.80.020(B)(4) and (8)

Within City of Edmonds potential landslide hazard areas include:

- (4) Any slope of 40 percent or steeper that exceeds a vertical height of 10 feet over a 25-foot horizontal run. Except for rockeries that have been engineered and approved by the engineer as having been built according to the engineered design, all other modified slopes (including slopes where there are breaks in slopes) meeting overall average steepness and height criteria should be considered potential landslide hazard areas);
- (8) Any slopes that have been modified by past development activity that still meet the slope criteria

City of Kenmore

KMC 18.55.650(C)

Slopes Created by Previous Grading. Artificial slopes meeting the criteria of a landslide hazard area based on slope steepness and height that were created through previous permitted grading or are legally nonconforming may be further altered or graded, provided the applicant provides information from a qualified professional demonstrating that the naturally occurring slope, as it existed prior to the permitted grading, did not meet any of the criteria for a landslide hazard area and that a new hazard will not be created. Previously graded slopes meeting the criteria of a landslide hazard area that were not permitted or were illegally created are considered to be landslide hazard areas.

City of Sammamish

SMC 21A.50.260(6)

The following are exempt from the provisions of this section:

- (a) Slopes that are 40 percent or steeper with a vertical elevation change of up to 20 feet if no adverse impact will result from the exemption based on the City's review of

and concurrence with a soils report prepared by a licensed geologist or geotechnical engineer; and
(b) The approved regrading of any slope that was created through previous legal grading activities.

Recommendation – Planning Commission recommends that this amendment be approved.

RESOURCE/FINANCIAL IMPACT

The proposed amendments have no direct financial impact to the City.

RECOMMENDATION

No formal action is required by Council at this time. The Planning Commission has recommended adoption of the proposed amendments in Ordinance No. 907. Staff further recommends adoption of Ordinance No. 907 when it is brought back to Council for potential adoption on December 7, 2020. Staff also recommends that Council review and provide direction to staff on the policy questions associated with proposed amendment #16 in this staff report.

ATTACHMENTS

Attachment A – Proposed Ordinance No. 907
Attachment A, Exhibit C – Proposed Policy Amendments
Attachment B – October 2, 2020 Memorandum to the City Council from the Shoreline Planning Commission

ORDINANCE NO. 907

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON AMENDING CERTAIN SECTIONS OF THE SHORELINE MUNICIPAL CODE TITLE 20, THE UNIFIED DEVELOPMENT CODE, TO PROVIDE CLARITY FOR EXISTING REGULATIONS AND FOR BETTER ADMINISTRATION OF THE REGULATIONS.

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

WHEREAS, Shoreline Municipal Code (SMC) Title 20 is the Unified Development Code setting forth the zoning and development regulations for the City; and

WHEREAS, on July 2, 2020 and August 20, 2020, the City of Shoreline Planning Commission reviewed the proposed Development Code amendments; and

WHEREAS, on October 1, 2020, the City of Shoreline Planning Commission held a public hearing on the proposed Development Code amendments so as to receive public testimony; and

WHEREAS, at the conclusion of the public hearing, the City of Shoreline Planning Commission voted that the proposed amendments recommended by Planning staff, as amended by the Planning Commission, be approved by the City Council; and

WHEREAS, on November 9, 2020 and November 23, 2020, the City Council held study sessions on the proposed Development Code amendments as recommended by the Planning Commission; and

WHEREAS, the City Council has considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation; and

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

WHEREAS, pursuant to RCW 36.70A.370, the City has utilized the process established by the Washington State Attorney General so as to assure the protection of private property rights; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with a 60-day notice of its intent to adopt the amendment(s) to its Unified Development Code; and

WHEREAS, the environmental impacts of the amendments to the Unified Development Code resulted in the issuance of a Determination of Non-Significance (DNS) on September 3, 2020, and

WHEREAS, the City Council has determined that the amendments are consistent with and implement the Shoreline Comprehensive Plan and serve the purpose of the Unified Development Code as set forth in SMC 20.10.020; and

WHEREAS, the City Council concurs with the Shoreline Planning Commission’s recommendation;

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

Section 1. Amendment. Title 20 of the Shoreline Municipal Code, Unified Development Code, is amended as set forth in Exhibit A, Exhibit B, and Exhibit C 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 days after publication.

PASSED BY THE CITY COUNCIL ON DECEMBER 7, 2020.

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk
Date of Publication: , 2020
Effective Date: , 2020

Margaret King
City Attorney

DEVELOPMENT CODE AMENDMENTS – Policy Amendments

20.20 Amendments

Amendment #1

20.20.028 – E definitions

**Emergency
Temporary
Shelter**

Emergency Temporary Shelter means a facility, the primary purpose of which is to provide accommodations and may also provide essential services for homeless individuals or families during emergency situations, such as severe weather conditions, for a limited period. This term does not include transitional encampments or homeless shelters.

20.30 Amendments

Amendment #2

20.30.040 – Ministerial decisions – Type A

Table 20.30.040 – Summary of Type A Actions and Target Time Limits for Decision, and Appeal Authority

Action Type	Target Time Limits for Decision (Calendar Days)	Section
Type A:		
1. Accessory Dwelling Unit	30 days	20.40.120, 20.40.210
2. Lot Line Adjustment including Lot Merger	30 days	20.30.400
3. Building Permit	120 days	All applicable standards
4. Final Short <u>or Formal Plat</u>	30 days	20.30.450

An administrative appeal authority is not provided for Type A actions, except that any Type A action which is not categorically exempt from environmental review under Chapter 43.21C RCW

or for which environmental review has not been completed in connection with other project permits shall be appealable. Appeal of these actions together with any appeal of the SEPA threshold determination is set forth in Table 20.30.050(4).

Amendment #3

20.30.060 – Quasi-judicial decisions – Type C

Table 20.30.060 – Summary of Type C Actions, Notice Requirements, Review Authority, Decision Making Authority, and Target Time Limits for Decisions

Action	Notice Requirements for Application and Decision ^{(3), (4)}	Review Authority, Open Record Public Hearing	Decision Making Authority (Public Meeting)	Target Time Limits for Decisions	Section
Type C:					
1. Preliminary Formal Subdivision	Mail, Post Site, Newspaper	HE ^{(1), (2)}	City Council	120 days	20.30.410
2. Rezone of Property and Zoning Map Change	Mail, Post Site, Newspaper	HE ^{(1), (2)}	City Council	120 days	20.30.320
<u>3. Site-Specific Comprehensive Plan Map Amendment</u>	<u>Mail, Post Site, Newspaper</u>	<u>HE ^{(1), (2)}</u>	<u>City Council</u>		<u>20.30.345</u>
<u>4.3. Special Use Permit (SUP)</u>	Mail, Post Site, Newspaper	HE ^{(1), (2)}		120 days	20.30.330
<u>5.4. Critical Areas Special Use Permit</u>	Mail, Post Site, Newspaper	HE ^{(1), (2)}		120 days	20.30.333
<u>6.5. Critical Areas Reasonable Use Permit</u>	Mail, Post Site, Newspaper	HE ^{(1), (2)}		120 days	20.30.336
6. Final Formal Plat	None	Review by Director	City Council	30 days	20.30.450

Action	Notice Requirements for Application and Decision ^{(3), (4)}	Review Authority, Open Record Public Hearing	Decision Making Authority (Public Meeting)	Target Time Limits for Decisions	Section
7. SCTF – Special Use Permit	Mail, Post Site, Newspaper	HE ^{(1), (2)}		120 days	20.40.502
8. Master Development Plan	Mail, Post Site, Newspaper	HE ^{(1), (2)}		120 days	20.30.353
9. Plat Alteration with Public Hearing ⁽⁵⁾	Mail	HE ^{(1), (2)}		120 days	20.30.425

⁽¹⁾ Including consolidated SEPA threshold determination appeal.

⁽²⁾ HE = Hearing Examiner.

⁽³⁾ Notice of application requirements are specified in SMC 20.30.120.

⁽⁴⁾ Notice of decision requirements are specified in SMC 20.30.150.

⁽⁵⁾ A plat alteration does not require a neighborhood meeting.

Amendment #4
20.30.100 Application.

A. Who may apply:

1. The property owner or an agent of the owner with authorized proof of agency may apply for a Type A, B, or C action, or for a site-specific Comprehensive Plan amendment.
2. Prior to purchase, acquisition, or owner authorization, a regional transit authority may apply for a Type A, B, or C action, or for a site-specific Comprehensive Plan amendment in order to develop any light rail transit facility or any portion of a light rail transit system for property that has been duly authorized by the public agency for acquisition or use. No work shall commence in accordance with issued permits or approvals until all of the necessary property interests are secured and/or access to the property for such work has been otherwise approved by the owner of the property.
3. Nothing in this subsection shall prohibit the regional transit authority and City from entering into an agreement to the extent permitted by the Code or other applicable law.

4. The City Council or the Director may apply for a project-specific or site-specific rezone or for an area-wide rezone.
5. Any person may propose an amendment to the Comprehensive Plan. The amendment(s) shall be considered by the City during the annual review of the Comprehensive Plan.
6. Any person may request that the City Council, Planning Commission, or Director initiate amendments to the text of the Development Code.
7. Application(s) for any Type A, B, or C permits shall not be accepted and/or issued for any lot, tract, or parcel of land following the issuance of a notice and order to correct regarding activity occurring on that lot, tract or parcel of land, unless the identified violations are corrected or required to be corrected as a condition of approval and all fees or penalties satisfied prior to application except when the permit is required to obtain compliance or where an enforceable compliance plan to resolve the violation(s) has been entered into by the City.

Amendment #5

20.30.110 Determination of completeness and requests for additional information.

- A. An application shall be determined complete when:
 1. It meets the procedural requirements of the City of Shoreline;
 2. All information required in specified submittal requirements for the application has been provided, and is sufficient for processing the application, even though additional information may be required. The City may, at its discretion and at the applicant's expense, retain a qualified professional to review and confirm the applicant's reports, studies and plans.
- B. Within 28 days of receiving a permit application for Type A, B and/or C applications, the City shall mail a written determination to the applicant stating whether the application is complete or incomplete and specifying what is necessary to make the application complete. If the Department fails to provide a determination of completeness, the application shall be deemed complete on the twenty-ninth day after submittal.
- C. If the applicant fails to provide the required information within 90 days of the date of the written notice that the application is incomplete, or a request for additional information is made, the application shall be deemed null and void. In this case the applicant may request a refund of the application fee minus the City's cost of processing. The Director may grant a 90-day extensions on a one-time basis if the applicant requests the extension in writing prior to the expiration date and documents that the failure to take a substantial step was due to circumstances beyond the control of the applicant. ~~The applicant may request a refund of the application fee minus the City's cost of processing.~~
- D. The determination of completeness shall not preclude the City from requesting additional information or studies if new information is required or substantial changes are made to the proposed action.

Amendment #6

20.30.290 – Deviation from the Engineering Standards (Type A action)

A. **Purpose.** Deviation from the engineering standards is a mechanism to allow the City to grant an adjustment in the application of engineering standards where there are unique circumstances relating to the proposal.

B. **Decision Criteria.** The Director of Public Works ~~may~~ **shall** grant an engineering standards deviation only if the applicant demonstrates all of the following:

1. The granting of such deviation will not be materially detrimental to the public welfare or injurious or create adverse impacts to the property or other property(s) and improvements in the vicinity and in the zone in which the subject property is situated;
2. The authorization of such deviation will not adversely affect the implementation of the Comprehensive Plan adopted in accordance with State law;
3. The deviation is not in conflict with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II;
4. A deviation from engineering standards ~~may~~ **shall** only be granted if the proposal meets the following criteria:
 - a. Conform to the intent and purpose of the Code;
 - b. Produce a compensating or comparable result which is in the public interest; and
 - c. Meet the objectives of safety, function and maintainability based upon sound engineering judgment;
5. Deviations from road standards must meet the objectives for fire protection. Any deviation from road standards, which does not meet the International Fire Code, shall also require concurrence by the Fire Marshal;
6. Deviations from drainage standards contained in the Stormwater Manual and Chapter 13.10 SMC must meet the objectives for appearance and environmental protection;
7. Deviations from drainage standards contained in the Stormwater Manual and Chapter 13.10 SMC must be shown to be justified and required for the use and situation intended;
8. Deviations from drainage standards for facilities that request use of emerging technologies, an experimental water quality facility or flow control facilities must meet these additional criteria:
 - a. The new design is likely to meet the identified target pollutant removal goal or flow control performance based on limited data and theoretical consideration;
 - b. Construction of the facility can, in practice, be successfully carried out; and

c. Maintenance considerations are included in the design, and costs are not excessive or are borne and reliably performed by the applicant or property owner;

9. Deviations from utility standards ~~may~~ shall only be granted if following facts and conditions exist:

- a. The deviation shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and in the zone in which the property on behalf of which the application was filed is located;
- b. The deviation is necessary because of special circumstances relating to the size, shape, topography, location or surrounding of the subject property in order to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located; and
- c. The granting of such deviation is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same zone or vicinity.

Amendment #7

20.30.295 – Temporary use

A. A temporary use permit is a mechanism by which the City may permit a use to locate within the City (on private property or on the public rights-of-way) on an interim basis, without requiring full compliance with the Development Code standards or by which the City may permit seasonal or transient uses not otherwise permitted.

B. The Director may approve or modify and approve an application for a temporary use permit if:

1. The temporary use will not be materially detrimental to public health, safety, or welfare, nor injurious to property and improvements in the immediate vicinity of the subject temporary use;
2. The temporary use is not incompatible in intensity and appearance with existing land uses in the immediate vicinity of the temporary use;
3. Adequate parking is provided for the temporary use and, if applicable, the temporary use does not create a parking shortage for the existing uses on the site;
4. Hours of operation of the temporary use are specified;
5. The temporary use will not create noise, light, or glare which would adversely impact surrounding uses and properties; and
6. The temporary use is not in conflict with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, and is located outside the shoreline jurisdiction regulated by the Shoreline Master Program, SMC Title 20, Division II.

C. Except for transitional encampments and emergency temporary shelters, a temporary use permit is valid for up to 60 calendar days from the effective date of the permit, except that the Director may establish a shorter time frame or extend a temporary use permit for up to one year.

D. Additional Criteria for Transitional Encampment and Emergency Temporary Shelters.

1. The site must be owned or leased by either a host or managing agency.
2. The application fee for a temporary use permit (TUP) for a transitional encampment or emergency temporary shelter is waived.
3. Prior to application submittal, the applicant is required to hold a neighborhood meeting and provide a written summary as set forth in SMC 20.30.045 and 20.30.090.
4. For transitional encampments, ~~t~~The applicant shall utilize only government-issued identification such as a State or tribal issued identification card, driver's license, military identification card, or passport from prospective encampment residents to develop a list for the purpose of obtaining sex offender and warrant checks. The applicant shall submit the identification list to the King County Sheriff's Office Communications Center. No identification is required for people to utilize an emergency temporary shelter.
5. The applicant shall have a code of conduct that articulates the rules and regulation of the encampment or shelter. These rules shall include, at a minimum, prohibitions against alcohol and/or drug use and violence; ~~and exclusion of sex offenders.~~ Transitional encampments must also include provisions that, at minimum, prohibit sex offenders. For transitional encampments, ~~T~~the applicant shall keep a cumulative list of all residents who stay overnight in the encampment, including names and dates. The list shall be kept on site for the duration of the encampment. The applicant shall provide an affidavit of assurance with the permit submittal package that this procedure ~~is being~~ will be met and will continue to be updated during the duration of the encampment.
6. The maximum number of residents at a transitional encampment site shall be determined taking into consideration site conditions but shall in no case be greater than 100 residents at any one time. Any proposed site shall meet the site requirements in subsection (D)(7) of this section and be of sufficient size to support the activities of the transitional encampment without overcrowding of residents.
7. Site Requirements for Transitional Encampments.
 - a. The minimum useable site area for a transitional encampment shall be: 7,500 square feet for the first 50 residents, plus 150 square feet for each additional resident, up to the maximum allowable of 100 residents. The useable site area may be a combination of contiguous parcels in the same ownership of the host or managing agency.
 - b. Tents and supporting facilities within an encampment must meet 10-foot setbacks from neighboring property lines, not including right-of-way lines or properties under the same ownership as the host agency. Setback from rights-of-way must be a minimum of five feet. Additional setback from rights-of-way may be imposed based on the City's Traffic Engineer's analysis of what is required for

safety. Setbacks to neighboring property lines may be reduced by the Director to a minimum of five feet if it can be determined that the reduction will result in no adverse impact on the neighboring properties, taking into account site conditions that extend along the entire encampment area, including but not limited to:

- i. Topography changes from adjoining property;
- ii. Visually solid, minimum six-foot height, intervening structures;
- iii. Distance from nearest structure on neighboring property;
- iv. Vegetation that creates a visual screen.

c. The transitional encampment shall be screened. The screening shall meet setbacks except screening or structures that act as screening that are already in existence. The color of the screening shall not be black.

d. A fire permit is required for all tents over 400 square feet. Fire permit fees are waived.

e. All tents must be made of fire-resistant materials and labeled as such.

f. Provide adequate number of 2A-10BC rated fire extinguishers so that they are not more than 75 feet travel distance from any portion of the complex. Recommend additional extinguishers in cooking area and approved smoking area.

g. Smoking in designated areas only; these areas must be a minimum of 25 feet from any neighboring residential property. Provide ashtrays in areas approved for smoking.

h. Emergency vehicle access to the site must be maintained at all times.

i. Members of the transitional encampment shall monitor entry points at all times. A working telephone shall be available to ensure the safety and security of the transitional encampment at all times.

j. Provide adequate sanitary facilities.

8. Emergency temporary shelters may be located within an existing building subject to applicable Building and Fire codes and must obtain a Fire Operational Permit prior to occupancy.

9. For emergency temporary shelters, the applicant shall provide a list of conditions that warrant opening the shelter.

10. 8. Transitional encampments and emergency temporary shelters The encampment shall permit inspections by City, King County Health Department, and Fire Department inspectors at reasonable times during the permit period without prior notice to ensure compliance with the conditions of the permit.

11. 9. Transitional encampments and emergency temporary shelters The encampment shall allow for an inspection by the Shoreline Fire Department during the initial week of the encampment's occupancy.

12. 40. Transitional encampments and emergency temporary shelters Encampments may be allowed to stay under the temporary use permit for up to 90 days. A TUP extension may be granted for a total of 180 days on sites where hosts or agencies in good standing have shown to be compliant with all regulations and requirements of the TUP process, with no record of rules violations. The extension request must be made to the City but does not require an additional neighborhood meeting or additional application materials or fees.

13. 44. Host or managing agencies may not host a transitional encampment or temporary emergency shelter on the same site within 180 days of the expiration date of the TUP for a transitional encampment or temporary emergency shelter.

14. 42. At expiration of the permit, the host or managing agency shall restore the property to the same or similar condition as at permit issuance.

Amendment #8

20.30.310 – Zoning Variance

A. Purpose. A zoning variance is a mechanism by which the City may grant relief from the zoning provisions and standards of the Code, where practical difficulty renders compliance with the Code an unnecessary hardship.

B. Decision Criteria. A variance ~~shall~~ may be granted by the City, only if the applicant demonstrates all of the following:

1. The variance is necessary because of the unique size, shape, topography, or location of the subject property;
2. The strict enforcement of the provisions of this title creates an unnecessary hardship to the property owner;
3. The subject property is deprived, by provisions of this title, of rights and privileges enjoyed by other properties in the vicinity and under an identical zone;
4. The need for the variance is not the result of deliberate actions of the applicant or property owner, including any past owner of the same property;
5. The variance is compatible with the Comprehensive Plan;
6. The variance does not create a health or safety hazard;
7. The granting of the variance will not be materially detrimental to the public welfare or injurious to:
 - a. The property or improvements in the vicinity, or
 - b. The zone in which the subject property is located;

8. The variance does not relieve an applicant from:
 - a. Any of the procedural or administrative provisions of this title, or
 - b. Any standard or provision that specifically states that no variance from such standard or provision is permitted, or
 - c. Use or building restrictions, or
 - d. Any provisions of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, and is located outside the shoreline jurisdiction regulated by the Shoreline Master Program, SMC Title 20, Division II;

9. The variance from setback or height requirements does not infringe upon or interfere with easement or covenant rights or responsibilities;

10. The variance does not allow the establishment of a use that is not otherwise permitted in the zone in which the proposal is located; or

11. The variance is the minimum necessary to grant relief to the applicant.

Amendment #9

20.30.333 – Critical Area Special Use Permit (Type C Action)

A. Purpose. The purpose of the critical areas special use permit is to allow development by a public agency or public utility when the strict application of the critical areas standards would otherwise unreasonably prohibit the provision of public services. This type of permit does not apply to flood hazard areas or within the shoreline jurisdiction.

B. Decision Criteria. A critical areas special use permit ~~shall~~ may be granted by the City only if the utility or public agency applicant demonstrates that:

1. The application of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, would unreasonably restrict the ability of the public agency or utility to provide services to the public;
2. There is no other practical alternative to the proposal by the public agency or utility which would cause less impact on the critical area;
3. The proposed development does not create a health or safety hazard on or off the development site, will not be materially detrimental to the property or improvements in the vicinity;

Amendment #10

20.30.336 – Critical Areas Reasonable Use Permit (CARUP) (Type C Action)

A. Purpose. The purpose of the critical areas reasonable use permit is to allow development and use of private property when the strict application of the critical area regulations would otherwise deny all reasonable use of a property. This type of permit does not apply to flood hazard areas or within the shoreline jurisdiction.

B. Decision Criteria. A reasonable use permit ~~shall~~ may be granted by the City only if the applicant demonstrates that:

1. The application of the critical area regulations, Chapter 20.80 SMC, Critical Areas, would deny all reasonable use of the property; and
2. There is no other reasonable use of the property with less impact on the critical area; and
3. Any alterations to the critical area would be the minimum necessary to allow for reasonable use of the property; and
4. The proposed development does not create a health or safety hazard on or off the development site, will not be materially detrimental to the property or improvements in the vicinity, is consistent with the general purposes of this title and the public interest, and all reasonable mitigation measures have been implemented or assured; and
5. The inability to derive reasonable economic use is not the result of the applicant's action unless the action (a) was approved as part of a final land use decision by the City or other agency with jurisdiction; or (b) otherwise resulted in a nonconforming use, lot or structure as defined in this title; and

Amendment #11

20.30.345 – Site-specific comprehensive plan land use map amendment

20.30.345 Site-Specific Land Use Map Amendment to the Comprehensive Plan (quasi-judicial action).

A. Purpose. Site-specific Comprehensive Plan map amendments are a mechanism by which the City Council may modify the land use map of the Comprehensive Plan in accordance with the provisions of the Growth Management Act, in order to implement a concurrent site-specific rezone in response to changing circumstances of needs of the City. The purpose of this section is to establish such a procedure for amending the City's Comprehensive Plan land use map in conjunction with a rezone.

B. Decision Criteria. The Hearing Examiner may recommend, and the City Council may approve, or approve with modifications, an amendment to the Comprehensive Plan Land Use Map if:

1. The amendment is consistent with the Growth Management Act and not inconsistent with the Countywide Planning Policies, and the other provisions of the Comprehensive Plan and City policies; and
2. The amendment addresses changing circumstances, changing community values, incorporates a subarea plan consistent with the Comprehensive Plan vision or corrects information contained in the Comprehensive Plan; and
3. The amendment will benefit the community as a whole, will not adversely affect community facilities, the public health, safety or general welfare; and
4. The amendment is warranted in order to achieve consistency with the Comprehensive Plan goals and policies; and

5. The amendment will not be materially detrimental to uses or property in the immediate vicinity of the subject property; and

6. The amendment has merit and value for the community.

C. Amendment Procedures.

1. A proposed site-specific comprehensive plan land use map amendment shall be incorporated in the City's annual docket established and processed pursuant to SMC 20.30.340(C), including deadline for submittal, application requirements, and docket review process, EXCEPT as modified in this subsection.

2. Site Specific Land Use Map Amendment Review.

a. The Department shall provide notice of the application and docketing decision for a proposed land use map amendment as provided in SMC Table 20.30.060. The environmental review of an amendment seeking a site-specific land use map amendment shall be the responsibility of the applicant.

b. Once the final annual docket has been established by the City Council, an open record public hearing before the Hearing Examiner shall be held on the proposed map amendment. Notice of this hearing shall be as provided in SMC 20.30.180 and clearly state that this proposed amendment is related to a concurrent site-specific rezone. The Hearing Examiner shall make a recommendation on the amendment and transmit that recommendation to the City Council.

c. The Hearing Examiner's recommendation shall be consolidated with the Planning Commission's recommendations on other docketed amendments and transmitted to the City Council for concurrent review of the proposed amendment consistent with the criteria set forth in subsection B of this section and taking into consideration the recommendations of the Hearing Examiner and the Department. The City Council may deny, approve, or modify the Hearing Examiner's recommendation.

d. The City Council may hold additional public hearings, meetings, or workshops as warranted by the proposed amendments.

Amendment #12

20.30.440 – Installation of improvements

A. Timing and Inspection Fee. The applicant shall not begin installation of improvements until the Director has approved and issued the site development and right-of-way permits and the Director and the applicant have agreed in writing on a time schedule for installation of the improvements.

B. Completion – Bonding. The applicant shall either complete the improvements before the final plat is submitted to the Director for ~~City Council~~ approval, or the applicant shall post a bond

or other suitable surety to guarantee the completion of the improvements within one year of the approval of the final plat. The bond or surety shall be based on the construction cost of the improvement as determined by the Director.

C. Acceptance – Maintenance Bond. The Director shall not accept the improvements for the City of Shoreline until the improvements have been inspected and found satisfactory, and the applicant has posted a bond or surety for 15 percent of the construction cost to guarantee against defects of workmanship and materials for two years from the date of acceptance.

Amendment #13

20.30.450 – Final plat review procedures

Time limit: A final short plat or final formal plat meeting all of the requirements of this chapter and Chapter 58.17 RCW shall be submitted for approval within the time frame specified in RCW 58.17.140.

A. Submission. The applicant may not file the final plat for review until the work required for the site development and right-of-way permits is completed and passed final inspection or bonded per the requirements of SMC 20.30.440.

B. Final Short Plat. The Director shall conduct an administrative review of a proposed final short plat. Only when the Director finds that a proposed short plat conforms to all terms of the preliminary short plat and meets the requirements of Chapter 58.17 RCW, other applicable State laws, and SMC Title 20 which were in effect at the time when the preliminary short plat application was deemed complete, the Director shall sign on the face of the short plat signifying the Director's approval of the final short plat.

C. Final Formal Plat. After an administrative review by the Director and a finding, ~~the final formal plat shall be presented to the City Council. Only when the City Council finds~~ that a subdivision proposed for final plat approval conforms to all terms of the preliminary plat, and meets the requirements of Chapter 58.17 RCW, other applicable State laws, and SMC Title 20 which were in effect at the time when the preliminary plat application was deemed complete, the Director ~~City Manager~~ shall sign on the face of the plat signifying the City's ~~Council~~ approval of the final plat.

D. Acceptance of Dedication. ~~City Council's approval of a final formal plat or t~~The Director's approval of a final ~~short~~ plat constitutes acceptance of all dedication shown on the final plat.

E. Filing for Record. The applicant for subdivision shall file the original drawing of the final plat for recording with the King County Department of Records and Elections. ~~One reproduced full copy on mylar and/or sepia material shall be furnished to the Department. Upon recording, the applicant shall provide a copy of the recorded plat to the Department.~~

20.50 Amendments

Amendment #14**20.50.020 Dimensional requirements.**

A. Table 20.50.020(1) – Densities and Dimensions in Residential Zones.

Note: Exceptions to the numerical standards in this table are noted in parentheses and described below.

Residential Zones								
STANDARDS	R-4	R-6	R-8	R-12	R-18	R-24	R-48	TC-4
Base Density: Dwelling Units/Acre	4 du/ac	6 du/ac (7)	8 du/ac	12 du/ac	18 du/ac	24 du/ac	48 du/ac	Based on bldg. bulk limits
Min. Density	4 du/ac	4 du/ac	4 du/ac	6 du/ac	8 du/ac	10 du/ac	12 du/ac	Based on bldg. bulk limits
Min. Lot Width (2)	50 ft	50 ft	50 ft	30 ft	30 ft	30 ft	30 ft	N/A
Min. Lot Area (2) (13)	7,200 sq ft	7,200 sq ft	5,000 sq ft	2,500 sq ft	2,500 sq ft	2,500 sq ft	2,500 sq ft	N/A
Min. Front Yard Setback (2) (3) (14)	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
Min. Rear Yard Setback (2) (4) (5)	15 ft	15 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Min. Side Yard Setback (2) (4) (5)	5 ft min.	5 ft min.	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Base Height (9)	30 ft (35 ft with pitched roof)	30 ft (35 ft with pitched roof)	35 ft	35 ft	35 ft (40 ft with pitched roof)	35 ft (40 ft with pitched roof) (16)	35 ft (40 ft with pitched roof) (8) (16)	35 ft (16)

Residential Zones								
STANDARDS	R-4	R-6	R-8	R-12	R-18	R-24	R-48	TC-4
Max. Building Coverage (2) (6)	35%	35%	45%	55%	60%	70%	70%	N/A
Max. Hardscape (2) (6)(19)	45%	50%	65%	75%	85%	85%	90%	90%

Table 20.50.020(2) – Densities and Dimensions in Mixed Use Residential Zones.

Note: Exceptions to the numerical standards in this table are noted in parentheses and described below.

STANDARDS	MUR-35'	MUR-45'	MUR-70' (10)
Base Density: Dwelling Units/Acre	N/A	N/A	N/A
Min. Density	12 du/ac (17)	18 du/ac	48 du/ac
Min. Lot Width (2)	N/A	N/A	N/A
Min. Lot Area (2)	N/A	N/A	N/A
Min. Front Yard Setback (2) (3)	0 ft if located on an arterial street 10 ft on nonarterial street 22 ft if located on 145th Street (15)	15 ft if located on 185th Street (15) 0 ft if located on an arterial street 10 ft on nonarterial street 22 ft if located on 145th Street (15)	15 ft if located on 185th Street (15) 22 ft if located on 145th Street (15) 0 ft if located on an arterial street 10 ft on nonarterial street (18)
Min. Rear Yard Setback (2) (4) (5)	5 ft	5 ft	5 ft
Min. Side Yard Setback (2) (4) (5)	5 ft	5 ft	5 ft
Base Height (9) (16)	35 ft	45 ft	70 ft (11) (12) (13)
Max. Building Coverage (2) (6)	N/A	N/A	N/A

STANDARDS	MUR-35'	MUR-45'	MUR-70' (10)
Max. Hardscape (2) (6)	85%	90%	90%

Exceptions to Table 20.50.020(1) and Table 20.50.020(2):

- (1) Repealed by Ord. 462.
- (2) These standards may be modified to allow zero lot line and unit lot developments. Setback variations apply to internal lot lines only. Overall site must comply with setbacks, building coverage and hardscape limitations; limitations for individual lots may be modified.
- (3) For single-family detached development exceptions to front yard setback requirements, please see SMC 20.50.070.
- (4) For single-family detached development exceptions to rear and side yard setbacks, please see SMC 20.50.080.
- (5) For developments consisting of three or more dwellings located on a single parcel, the building setback shall be 15 feet along any property line abutting R-4 or R-6 zones. Please see SMC 20.50.130.
- (6) The maximum building coverage shall be 35 percent and the maximum hardscape area shall be 50 percent for single-family detached development located in the R-12 zone.
- (7) The base density for single-family detached dwellings on a single lot that is less than 14,400 square feet shall be calculated using a whole number, without rounding up.
- (8) For development on R-48 lots abutting R-12, R-18, R-24, R-48, NB, CB, MB, CZ and TC-1, 2 and 3 zoned lots, the maximum height allowed is 50 feet and may be increased to a maximum of 60 feet with the approval of a conditional use permit.
- (9) Base height for public and private K through 12 schools in all zoning districts except R-4 is 50 feet. Base height may be exceeded by gymnasiums to 55 feet and by theater fly spaces to 72 feet.
- (10) Dimensional standards in the MUR-70' zone may be modified with an approved development agreement.
- (11) The maximum allowable height in the MUR-70' zone is 140 feet with an approved development agreement.
- (12) Base height in the MUR-70' zone may be increased up to 80 feet when at least 10 percent of the significant trees on site are retained and up to 90 feet when at least 20 percent of the significant trees on site are retained.
- (13) All building facades in the MUR-70' zone fronting on any street shall be stepped back a minimum of 10 feet for that portion of the building above 45 feet in height. Alternatively, a building in the MUR-70' zone may be set back 10 feet at ground level instead of providing a 10-

foot step-back at 45 feet in height. MUR-70' fronting on 185th Street shall be set back an additional 10 feet to use this alternative because the current 15-foot setback is planned for street dedication and widening of 185th Street.

(14) The minimum lot area may be reduced proportional to the amount of land needed for dedication of facilities to the City as defined in Chapter 20.70 SMC.

(15) The exact setback along 145th Street (Lake City Way to Fremont Avenue) and 185th Street (Fremont Avenue to 10th Avenue NE), up to the maximum described in Table 20.50.020(2), will be determined by the Public Works Department through a development application.

(16) Base height may be exceeded by 15 feet for rooftop structures such as elevators, arbors, shelters, barbeque enclosures and other structures that provide open space amenities.

(17) Single-family detached dwellings that do not meet the minimum density are permitted in the MUR-35' zone subject to the R-6 development standards.

(18) The minimum front yard setback in the MUR-70' zone may be reduced to five feet on a nonarterial street if 20 percent of the significant trees on site are retained.

(19) The maximum hardscape for Public and Private Kindergarten through grade 12 schools is 75 percent.

Amendment #15
20.50.020 Dimensional requirements.

A. Table 20.50.020(1) – Densities and Dimensions in Residential Zones.

Note: Exceptions to the numerical standards in this table are noted in parentheses and described below.

Residential Zones								
STANDARDS	R-4	R-6	R-8	R-12	R-18	R-24	R-48	TC-4
Base Density: Dwelling Units/Acre	4 du/ac	6 du/ac (7)	8 du/ac	12 du/ac	18 du/ac	24 du/ac	48 du/ac	Based on bldg. bulk limits
Min. Density	4 du/ac	4 du/ac	4 du/ac	6 du/ac	8 du/ac	10 du/ac	12 du/ac	Based on bldg. bulk limits
Min. Lot Width (2)	50 ft	50 ft	50 ft	30 ft	30 ft	30 ft	30 ft	N/A

Residential Zones								
STANDARDS	R-4	R-6	R-8	R-12	R-18	R-24	R-48	TC-4
Min. Lot Area (2) (13)	7,200 sq ft	7,200 sq ft	5,000 sq ft	2,500 sq ft	2,500 sq ft	2,500 sq ft	2,500 sq ft	N/A
Min. Front Yard Setback (2) (3) (14)	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
Min. Rear Yard Setback (2) (4) (5)	15 ft	15 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Min. Side Yard Setback (2) (4) (5)	5 ft min.	5 ft min.	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Base Height (9)	30 ft (35 ft with pitched roof)	30 ft (35 ft with pitched roof)	35 ft	35 ft	35 ft (40 ft with pitched roof)	35 ft (40 ft with pitched roof) (16)	35 ft (40 ft with pitched roof) (8) (16)	35 ft (16)
Max. Building Coverage (2) (6)	35%	35%	45%	55%	60%	70%	70%	N/A
Max. Hardscape (2) (6)	45%	50%	65%	75%	85%	85%	90%	90%

Table 20.50.020(2) – Densities and Dimensions in Mixed Use Residential Zones.

Note: Exceptions to the numerical standards in this table are noted in parentheses and described below.

STANDARDS	MUR-35'	MUR-45'	MUR-70' (10)
Base Density: Dwelling Units/Acre	N/A	N/A	N/A
Min. Density	12 du/ac (17)	18 du/ac	48 du/ac
Min. Lot Width (2)	N/A	N/A	N/A
Min. Lot Area (2)	N/A	N/A	N/A
Min. Front Yard Setback (2) (3)	0 ft if located on an arterial street	15 ft if located on 185th Street (15)	15 ft if located on 185th Street (15)

STANDARDS	MUR-35'	MUR-45'	MUR-70' (10)
	10 ft on nonarterial street 22 ft if located on 145th Street (15)	0 ft if located on an arterial street 10 ft on nonarterial street 22 ft if located on 145th Street (15)	22 ft if located on 145th Street (15) 0 ft if located on an arterial street 10 ft on nonarterial street (18)
Min. Rear Yard Setback (2) (4) (5)	5 ft	5 ft	5 ft (20)
Min. Side Yard Setback (2) (4) (5)	5 ft	5 ft	5 ft (20)
Base Height (9) (16)	35 ft	45 ft	70 ft (11) (12) (13)
Max. Building Coverage (2) (6)	N/A	N/A	N/A
Max. Hardscape (2) (6)	85%	90%	90%

Exceptions to Table 20.50.020(1) and Table 20.50.020(2):

- (1) Repealed by Ord. 462.
- (2) These standards may be modified to allow zero lot line and unit lot developments. Setback variations apply to internal lot lines only. Overall site must comply with setbacks, building coverage and hardscape limitations; limitations for individual lots may be modified.
- (3) For single-family detached development exceptions to front yard setback requirements, please see SMC 20.50.070.
- (4) For single-family detached development exceptions to rear and side yard setbacks, please see SMC 20.50.080.
- (5) For developments consisting of three or more dwellings located on a single parcel, the building setback shall be 15 feet along any property line abutting R-4 or R-6 zones. Please see SMC 20.50.130.
- (6) The maximum building coverage shall be 35 percent and the maximum hardscape area shall be 50 percent for single-family detached development located in the R-12 zone.
- (7) The base density for single-family detached dwellings on a single lot that is less than 14,400 square feet shall be calculated using a whole number, without rounding up.

- (8) For development on R-48 lots abutting R-12, R-18, R-24, R-48, NB, CB, MB, CZ and TC-1, 2 and 3 zoned lots, the maximum height allowed is 50 feet and may be increased to a maximum of 60 feet with the approval of a conditional use permit.
- (9) Base height for public and private K through 12 schools in all zoning districts except R-4 is 50 feet. Base height may be exceeded by gymnasiums to 55 feet and by theater fly spaces to 72 feet.
- (10) Dimensional standards in the MUR-70' zone may be modified with an approved development agreement.
- (11) The maximum allowable height in the MUR-70' zone is 140 feet with an approved development agreement.
- (12) Base height in the MUR-70' zone may be increased up to 80 feet when at least 10 percent of the significant trees on site are retained and up to 90 feet when at least 20 percent of the significant trees on site are retained.
- (13) All building facades in the MUR-70' zone fronting on any street shall be stepped back a minimum of 10 feet for that portion of the building above 45 feet in height. Alternatively, a building in the MUR-70' zone may be set back 10 feet at ground level instead of providing a 10-foot step-back at 45 feet in height. MUR-70' fronting on 185th Street shall be set back an additional 10 feet to use this alternative because the current 15-foot setback is planned for street dedication and widening of 185th Street.
- (14) The minimum lot area may be reduced proportional to the amount of land needed for dedication of facilities to the City as defined in Chapter 20.70 SMC.
- (15) The exact setback along 145th Street (Lake City Way to Fremont Avenue) and 185th Street (Fremont Avenue to 10th Avenue NE), up to the maximum described in Table 20.50.020(2), will be determined by the Public Works Department through a development application.
- (16) Base height may be exceeded by 15 feet for rooftop structures such as elevators, arbors, shelters, barbeque enclosures and other structures that provide open space amenities.
- (17) Single-family detached dwellings that do not meet the minimum density are permitted in the MUR-35' zone subject to the R-6 development standards.
- (18) The minimum front yard setback in the MUR-70' zone may be reduced to five feet on a nonarterial street if 20 percent of the significant trees on site are retained.
- (20) Setback may be reduced to 0-feet when a direct pedestrian connection is provided to an adjacent to light rail transit stations, light rail transit parking garages, transit park and ride lots, or transit access facilities.
-

Amendment #16
20.50.020(B) and (4) – Adding Bonus Density Exception

B. Base Density Calculation. The base density for an individual site shall be calculated by multiplying the site area (in acres) by the applicable number of dwelling units. When calculation results in a fraction, the fraction shall be rounded to the nearest whole number as follows:

1. Fractions of 0.50 and above shall be rounded up except for lots less than 14,400 square feet in R-6 zones. See Exception (7) to Table 20.50.020(1) **and density bonus exception SMC 20.50.020(B)(4).**

2. Fractions below 0.50 shall be rounded down.

Example #1 – R-6 zone, 2.3-acre site: $2.3 \times 6 = 13.8$
 The base density for this site would be 14 dwelling units.

Example #2 – R-24 zone, 2.3-acre site: $2.3 \times 24 = 55.2$
 The base density for the site would be 55 dwelling units.

Example #3 – R-6 zone, 13,999-square-foot site: $(13,999/43,560 = .3214$ acres) so $.3214 \times 6 = 1.92$. The base density for single-family detached dwellings on this site would be one unit (**See Exception SMC 20.50.020(B)(4).**)

Example #4 – R-6 zone, 14,400-square-foot site ($14,400/43,560 = .331$ acres) so $.331 \times 6 = 1.986$. The base density for the site would be two units.

3. For development in the MUR zones: minimum density calculations resulting in a fraction shall be rounded up to the next whole number.

4. Base Density Bonus

A. Purpose. The purpose of the section is to establish an incentive program which encourages development that provides affordable housing as single family detached dwellings on the same tax parcel that will be granted the following incentives.

1. Parking reduction of 50 percent for developments within one-half mile of light rail stations.

2. Parking reduction of 50 percent for developments outside one-half mile of light rail stations if level 2 electric vehicle charging stations are installed per each new single-story detached dwelling unit.

B. Project Qualifications. Base density bonus allows a second detached single-family dwelling unit on the same minimum lot size of 10,000 square feet or greater if the following conditions are met within R-4, R-6, R-8, R-12 and R-48 zoning.

1. Only single-story dwelling units are allowed.

2. The building height shall be limited to 15 feet to the top of plate with a 5-foot height bonus for roofs pitched a minimum of 4:12 for a total height of 20-feet.

3. The base density for the zone for this density bonus designation may exceed zoning density maximum in order to request a density bonus.

4. Minimum lot size of 10,000 square feet is required in all zones to request a density bonus.

5. Two parking spaces are required for each single-family home.

6. Lot sizes smaller than 14,400 square feet may not be subdivided yet dwelling may be segregated using Washington Uniform Common Interest Ownership Act (WUCIOA).

Exception: Parking and/or other nonliving space structures below detached single-story dwelling units would be allowed for steep slope properties where development is terracing sloped lands.

Amendment #17

20.50.235 – Threshold – Required building design (New Section).

20.50.235 Threshold – Required building design.

The purpose of this section is to establish thresholds for the application of building design standards set forth in this chapter to development proposals in commercial and mixed-use residential zones.

- A. Building design standards apply to development in the NB, CB, MB, TC-1, 2 and 3, MUR-45', and MUR-70' zones and the MUR-35' zone when located on an arterial street. Building design shall be required:
 - 1. When building construction valuation for a permit exceeds 50 percent of the current County assessed or an appraised valuation of all existing land and structure(s) on the parcel. This shall include all structures on other parcels if the building under permit review extends into other parcels; or
 - 2. When aggregate building construction valuations for issued permits, within any consecutive five-year period, exceed 50 percent of the County assessed or an appraised value of the existing land and structure(s) at the time of the first issued permit.

Amendment #18

Exception 20.50.360 – Tree replacement and site restoration

20.50.360 Tree replacement and site restoration.

- A. Plans Required. Prior to any tree removal, the applicant shall demonstrate through a clearing and grading plan, tree retention and planting plan, landscape plan, critical area report, mitigation or restoration plans, or other plans acceptable to the Director that tree replacement

will meet the minimum standards of this section. Plans shall be prepared by a qualified person or persons at the applicant's expense. Third party review of plans, if required, shall be at the applicant's expense.

B. The City may require the applicant to relocate or replace trees, shrubs, and ground covers, provide erosion control methods, hydroseed exposed slopes, or otherwise protect and restore the site as determined by the Director.

C. Replacement Required. Trees removed under the partial exemption in SMC 20.50.310(B)(1) may be removed per parcel with no replacement of trees required. Any significant tree proposed for removal beyond this limit should be replaced as follows:

1. One existing significant tree of eight inches in diameter at breast height for conifers or 12 inches in diameter at breast height for all others equals one new tree.
2. Each additional three inches in diameter at breast height equals one additional new tree, up to three trees per significant tree removed.
3. Minimum size requirements for replacement trees under this provision: Deciduous trees shall be at least 1.5 inches in caliper and evergreens six feet in height.

Exception 20.50.360(C):

a. No tree replacement is required when the tree is proposed for relocation to another suitable planting site; provided, that relocation complies with the standards of this section.

b. To the extent feasible, all replacement trees shall be replaced on-site. When an applicant demonstrates that the project site cannot feasibly accommodate all of the required replacement trees, the Director may allow a reduction in the minimum replacement trees required or the payment of a fee in lieu of replacement at the rate set forth in SMC 3.01 Fee Schedule for replacement trees or a combination of reduction in the minimum number of replacement trees required and payment of the fee in lieu of replacement at the rate set forth in SMC 3.01 Fee Schedule ~~off-site planting of replacement trees~~ if all of the following criteria are satisfied:

- i. There are special circumstances related to the size, shape, topography, location or surroundings of the subject property
- ii. Strict compliance with the provisions of this Code may jeopardize reasonable use of property.
- iii. Proposed vegetation removal, replacement, and any mitigation measures are consistent with the purpose and intent of the regulations.
- iv. The granting of the exception or standard reduction will not be detrimental to the public welfare or injurious to other property in the vicinity.

c. The Director may waive this provision for site restoration or enhancement projects conducted under an approved vegetation management plan.

d. ~~The Director may not require the r~~Replacement of significant tree(s) approved for removal pursuant to Exception SMC 20.50.350(B)(5) is not required.

4. Replacement trees required for the Lynnwood Link Extension project shall be native conifer and deciduous trees proportional to the number and type of trees removed for construction, unless as part of the plan required in subsection A of this section the qualified professional demonstrates that a native conifer is not likely to survive in a specific location.
5. Tree replacement where tree removal is necessary on adjoining properties to meet requirements in SMC 20.50.350(D) or as a part of the development shall be at the same ratios in subsections (C)(1), (2), and (3) of this section with a minimum tree size of eight feet in height. Any tree for which replacement is required in connection with the construction of a light rail system/facility, regardless of its location, may be replaced on the project site.
6. Tree replacement related to development of a light rail transit system/facility must comply with this subsection C.
 - D. The Director may require that a portion of the replacement trees be native species in order to restore or enhance the site to predevelopment character.
 - E. The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock.
 - F. Replacement of removed trees with appropriate native trees at a ratio consistent with subsection C of this section, or as determined by the Director based on recommendations in a critical area report, will be required in critical areas.
 - G. The Director may consider smaller-sized replacement plants if the applicant can demonstrate that smaller plants are more suited to the species, site conditions, and to the purposes of this subchapter, and are planted in sufficient quantities to meet the intent of this subchapter.
 - H. All required replacement trees and relocated trees shown on an approved permit shall be maintained in healthy condition by the property owner throughout the life of the project, unless otherwise approved by the Director in a subsequent permit.
 - I. Where development activity has occurred that does not comply with the requirements of this subchapter, the requirements of any other section of the Shoreline Development Code, or approved permit conditions, the Director may require the site to be restored to as near pre-project original condition as possible. Such restoration shall be determined by the Director and may include, but shall not be limited to, the following:
 1. Filling, stabilizing and landscaping with vegetation similar to that which was removed, cut or filled;
 2. Planting and maintenance of trees of a size and number that will reasonably assure survival and that replace functions and values of removed trees; and
 3. Reseeding and landscaping with vegetation similar to that which was removed, in areas without significant trees where bare ground exists.

J. Significant trees which would otherwise be retained, but which were unlawfully removed, or damaged, or destroyed through some fault of the applicant or their representatives shall be replaced in a manner determined by the Director.

K. Nonsignificant trees which are required to be retained as a condition of permit approval, but are unlawfully removed, damaged, or destroyed through some fault of the applicant, representatives of the applicant, or the property owner(s), shall be replaced at a ratio of three to one. Minimum size requirements for replacement trees are deciduous trees at least 1.5 inches in caliper and evergreen trees at least six feet in height.

Amendment #19

20.50.390(E) – Electric vehicle parking standards

Table 20.50.390E – Electric Vehicle (EV) Charging Infrastructure Parking Standards

<u>RESIDENTIAL USE</u>	<u>MINIMUM EV SPACES REQUIRED</u>
<u>Single-Family Detached/Single-Family Attached:</u>	<u>An EV-ready space for each private garage or private parking area provided for a dwelling unit</u>
<u>Multifamily Dwelling:</u>	<u>A minimum of 20 percent of EV-ready spaces in shared parking garages or shared parking spaces</u>
<u>Nonresidential:</u>	<u>A minimum of 10 percent EV-ready spaces of the required parking spaces.</u>

1. An EV-ready space is a space that provides a complete electric circuit with 208/240 volt, 40-ampere capacity charging receptable outlet or termination point, including electrical service capacity.

2. For multifamily and non-residential uses, one accessible parking space shall be an EV-ready space.

3. If the formula for determining the number of EV-ready spaces results in a fraction, the number of required spaces shall be rounded to the nearest whole number, with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

Amendment #20**20.70.340 Sidewalks, walkways, paths and trails.**

- A. Sidewalks required pursuant to SMC 20.70.320 and fronting public streets shall be located within public right-of-way or a public easement as approved by the Director.
- B. Walkways, paths or trails provided to mitigate identified impacts should use existing undeveloped right-of-way, or, if located outside the City's planned street system, may be located across private property in a pedestrian easement or tract restricted to that purpose.
- C. Required sidewalks on public and private streets shall be installed as described in the Transportation Master Plan and the Engineering Development Guide for the specific street classification and street segment.
- D. Installation, or a financial security of installation subject to approval by the Director, is required as a condition of development approval.
- E. On development projects that front onto two parallel public rights-of-ways where the nearest public connection between the parallel rights-of-way is at least 250 linear feet from any point of the development, a paved shared-use path shall be required within a public easement to connect the parallel rights-of-way. The shared-use path may also function as an alley way for limited vehicular access.

20.80 Amendments

Amendment #21**20.80.220 Geological hazard - Classification****SMC 20.80.220 Geological hazard - Classification**

Geologic hazard areas shall be classified according to the criteria in this section as follows:

- A. **Landslide Hazard Areas.** Landslide hazard areas are those areas potentially subject to landslide activity based on a combination of geologic, topographic and hydrogeologic factors as classified in subsection B of this section with slopes 15 percent or steeper within a vertical elevation change of at least 10 feet or all areas of prior landslide activity regardless of slope. A slope is delineated by establishing its toe and top and measuring the inclination over 10 feet of vertical relief (see Figure 20.80.220(A)). The edges of the geologic hazard are identified where the characteristics of the slope cross-section change from one landslide hazard classification to another, or no longer meet any classification. Additionally:

1. The toe of a slope is a distinct topographic break which separates slopes inclined at less than 15 percent from slopes above that are 15 percent or steeper when measured over 10 feet of vertical relief; and
2. The top of a slope is a distinct topographic break which separates slopes inclined at less than 15 percent from slopes below that are 15 percent or steeper when measured over 10 feet of vertical relief.

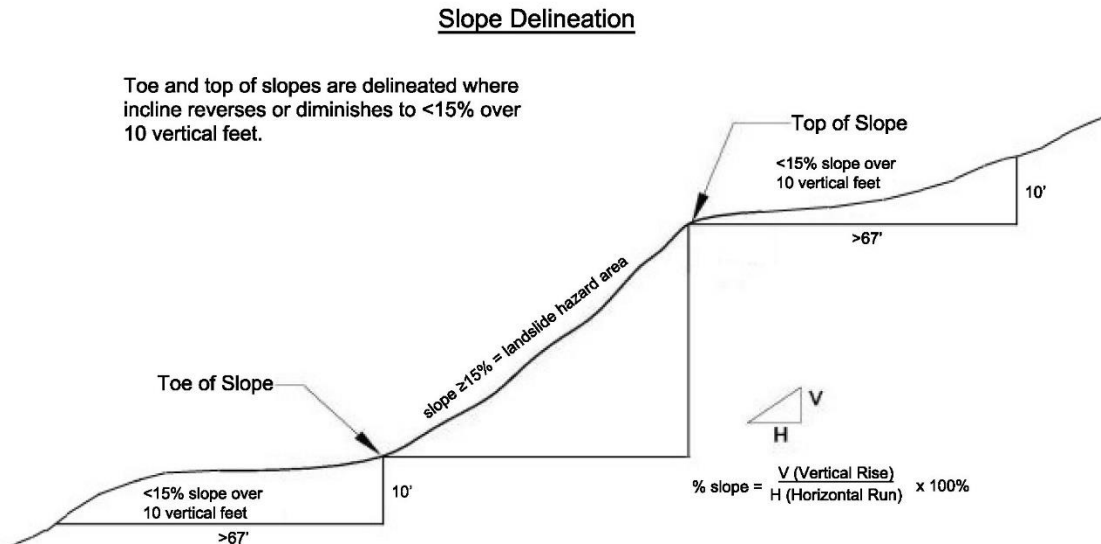


Figure 20.80.220(A): Illustration of slope calculation for determination of top and toe of landslide hazard area.

B. Landslide Hazard Area Classification. Landslide hazard areas are classified as follows:

1. Moderate to High Risk.

- a. Areas with slopes between 15 percent and 40 percent and that are underlain by soils that consist largely of sand, gravel or glacial till that do not meet the criteria for very high-risk areas in subsection (B)(2) of this section;
- b. Areas with slopes between 15 percent and 40 percent that are underlain by soils consisting largely of silt and clay and do not meet the criteria for very high-risk areas in subsection (B)(2) of this section; or
- c. All slopes of 10 to 20 feet in height that are 40 percent slope or steeper and do not meet the criteria for very high risk in subsection (B)(2)(a) or (b) of this section.

2. **Very High Risk.**

- a. Areas with slopes steeper than 15 percent with zones of emergent water (e.g., springs or ground water seepage);
- b. Areas of landslide activity (scarps, movement, or accumulated debris) regardless of slope; or
- c. All slopes that are 40 percent or steeper and more than 20 feet in height when slope is averaged over 10 vertical feet of relief.

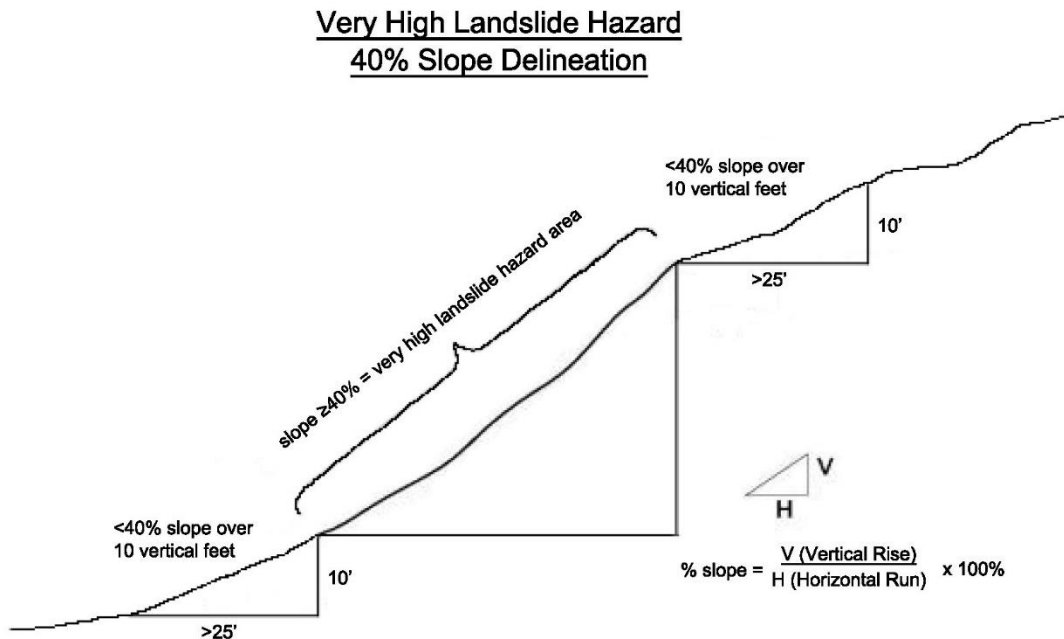


Figure 20.80.220(B): Illustration of very high-risk landslide hazard area delineation (no midslope bench).

C. **Seismic Hazard Areas.** Seismic hazard areas are lands that, due to a combination of soil and ground water conditions, are subject to risk of ground shaking, lateral spreading, subsidence or liquefaction of soils during earthquakes. These areas are typically underlain by soft or loose saturated soils (such as alluvium) or peat deposits and have a shallow ground water table. These areas are designated as having “high” and “moderate to high” risk of liquefaction as mapped on the Liquefaction Susceptibility and Site Class Maps of Western Washington State by County by the Washington State Department of Natural Areas.

D. **Erosion Hazard Areas.** Erosion hazard areas are lands or areas underlain by soils identified by the U.S. Department of Agriculture Natural Resources Conservation Service

(formerly the Soil Conservation Service) as having “severe” or “very severe” erosion hazards. This includes, but is not limited to, the following group of soils when they occur on slopes of 15 percent or greater: Alderwood-Kitsap (AkF), Alderwood gravelly sandy loam (AgD), Kitsap silt loam (KpD), Everett (EvD) and Indianola (InD).

E. Slopes Created by Previous Grading. Artificial slopes meeting the criteria of a landslide hazard area based on slope steepness and height that were created through previous permitted grading shall be exempt from the provisions of this subchapter 2, provided the applicant submits documentation from a qualified professional demonstrating that the naturally occurring slope, as it existed prior to the permitted grading, did not meet any of the criteria for a landslide hazard area and that a new hazard will not be created. Previously graded slopes meeting the criteria of a landslide hazard area that were not permitted or were illegally created are landslide hazard areas.

F. Slope Modified by Stabilization Measures. Previously permitted slopes modified by stabilization measures, such as rockeries and retaining walls, that have been engineered and approved by the engineer as having been built according to the engineered design shall be exempt from the provisions of subchapter 2 based on the opinion of a qualified professional. If the rockery or wall(s) are determined to be inadequate by a qualified professional, a permit for new or rebuilt rockery or wall(s) shall be submitted and reviewed by the Department for code compliance.



TO: Honorable Members of the Shoreline City Council

FROM: Jack Malek, Vice Chair
Shoreline Planning Commission

DATE: October 2, 2020

RE: 2020 Development Code “Batch” Amendments

The Shoreline Planning Commission has completed its review of the proposed “Batch” amendments to the City’s development regulations set forth in SMC Title 20. The Planning Commission held two (2) study sessions on the proposed amendments and a public hearing on October 1, 2020.

The proposed amendments include administrative housekeeping modifications, clarifications to existing regulations, and policy amendments that have the potential to substantially change development patterns throughout the City. For ease of analysis, Planning Staff divided these proposed amendments into three separate exhibits. Amendments that raised some questions and concerns for the Planning Commission, which have been addressed in the recommendation, included the addition of a provision to assist in the resolution of code enforcement actions by prohibiting permit application when there is an outstanding code violation on the property; establishing emergency temporary shelters as a temporary use; setting a maximum hardscape for school properties; and addressing tree replacement standards when non-significant trees were to be retained but subsequently removed.

In consideration of the Planning Staff’s recommendations and written and oral public testimony, the Planning Commission respectfully recommends that the City Council adopt the proposed amendments, as recommended by the Planning Staff and amended by the Planning Commission, as set forth in the attachments to this recommendation.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ordinance No. 912 - Authorizing Assumption of the Ronald Wastewater District and Authorizing the City Manager to Execute and File the Joint Petition of Dissolution of the Ronald Wastewater District
DEPARTMENT:	City Manager's Office
PRESENTED BY:	John Norris, Assistant City 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:

The Ronald Wastewater District (RWD) and the City entered into an Interlocal Operating Agreement (IOA) in 2002 to unify sewer services with the City. To implement the assumption as called for the 2002 IOA, on December 9, 2013, the City Council adopted Ordinance No. 681, which set the assumption date of RWD for October 23, 2017. As the City and RWD approached October 2017, continued litigation related to the District's historical service in the southwestern corner of Snohomish County (Point Wells area) impacted the timing of the assumption as contemplated by the 2002 IOA, requiring an extension of the final assumption date so as to assure that the transition of RWD to the City occurred in an orderly fashion. On June 12, 2017, the City Council adopted the First Amendment to the 2002 IOA, which extended the term of the IOA for two years with an additional two-year extension, if needed.

On October 15, 2020, the City and RWD finally learned that the litigation regarding Ronald's service area had been resolved. The Washington State Supreme Court found that the 1985 Annexation Order that added the Point Wells area to RWD was not valid and, therefore, RWD did not have a service area in Snohomish County. Given this ruling, staff is now proposing to move forward with the full assumption of RWD in King County, as initially contemplated almost 20 years ago.

The City is now in a position to move forward with the full assumption of RWD. While the Council already adopted an assumption ordinance as required by state law at the end of 2013 with adoption of Ordinance No. 681, because the date of the assumption in that ordinance has now long passed, the Council must adopt a new assumption ordinance identifying the date of the final assumption of RWD along with authorizing the filing of the Joint Petition for Dissolution. Proposed Ordinance No. 912 (Attachment A) provides for this formal assumption ordinance, setting the date of full assumption on April 30, 2021, and authorizes the City Manager to execute and file the joint petition of dissolution of RWD.

Tonight, staff is seeking Council feedback on proposed Ordinance No. 912. Proposed Ordinance No. 912 is currently scheduled for potential adoption on December 7, 2020.

RESOURCE/FINANCIAL IMPACT:

Adoption of proposed Ordinance No. 912 creates no financial impact to the City, as there will be no cost to the City when the full assumption of RWD is completed at the end of April 2021. Wastewater utility operations, which are already performed by the City on behalf of RWD under a service contract with RWD, are funded by utility rates. RWD's Capital Improvement Program is also rate funded. All assets of RWD, including the utility system itself, will be transferred to the City on the final assumption date and RWD will cease to exist as a separate governmental entity.

RECOMMENDATION

No action is required, this item is for discussion purposes only. Staff is seeking Council feedback on proposed Ordinance No. 912. Staff does recommend that Council adopt proposed Ordinance No. 912 authorizing the assumption of the Ronald Wastewater District and authorizing the City Manager to execute and file the joint petition of dissolution of RWD when this ordinance is brought back to Council on December 7, 2020 for potential adoption.

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

BACKGROUND

When Shoreline incorporated in 1995, it was in large part to receive better, more efficient services for their tax dollars. One way for the City to provide more efficient services includes unifying the sewer utility with City operations, which the City has been planning for nearly two decades. To further the goal of consolidating utility services under City management and operation, the City and the Ronald Wastewater District (RWD) entered into an Interlocal Operating Agreement (IOA) in 2002 (Attachment B) to unify sewer services with City operations. Procedures for an orderly and predictable transition of the sewer utility from RWD to City ownership are outlined in the IOA. In order to facilitate a smooth consolidation, the City and District agreed to a 15-year timeframe for the transition.

Initial Assumption – Ordinance No. 681

To implement the assumption as called for the 2002 IOA, on December 9, 2013, the City Council adopted Ordinance No. 681, which set the assumption date of RWD for October 23, 2017, enacting the 15-year timeframe outlined in the IOA. Ordinance No. 681 also directed that the City initiate the notice of intent to assume process with the King County Boundary Review Board (KCBRB), a process where the KCBRB must approve the assumption, and begin an assumption transition process as outlined in the IOA. The staff report for adoption of Ordinance No. 681 can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2013/staffreport120913-8d.pdf>.

KCBRB Approval and Assumption Transition Planning Process

Following the adoption of Ordinance No. 681, the City began work on the notice of intent to assume RWD from the KCBRB. The City and RWD submitted their notice of intent to assume RWD to the KCBRB in May 2014 and presented in front of the KCBRB at a public hearing on August 19 and 20, 2014. The KCBRB issued their ruling on September 18, 2014, unanimously approving the assumption of RWD in King County. Given an error by RWD's engineer as to RWD's legal boundaries, the City returned to the KCBRB in 2019 to address a handful of omitted parcels. The KCBRB issued its approval in this second ruling on June 7, 2019.

Staff also conducted the Assumption Transition Planning Process in the years following the adoption of Ordinance No. 681. This began with the forming of the 'Committee of Elected Officials' (CEO), a joint committee of two City Councilmembers and two RWD Commissioners, whose purpose was to develop an Assumption Transition Plan. The Plan has served as the blueprint for assumption implementation tasks that need to occur both pre- and post-assumption and serves to meet the commitment made in the IOA to have the City and RWD negotiate in good faith the terms of final transition.

Councilmembers McConnell and Roberts served as the City's representatives on the CEO, which met 18 times between June 2014 and February 2016. Following the work of the CEO, the City Council adopted the Assumption Transition Plan on February 29, 2016. The Assumption Transition Plan and its accompanying staff report when the Plan was adopted can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport022916-7c.pdf>.

First Amendment to the IOA and Operating Service Agreement

As the City and RWD approached October 2017, continued litigation related to RWD's historical service in the southwestern corner of Snohomish County (Point Wells area) impacted the timing of the assumption as contemplated by the 2002 IOA, requiring an extension of the final assumption date so as to assure that the transition of RWD to the City occurred in an orderly fashion. On June 12, 2017, the City Council adopted the First Amendment to the 2002 IOA (Attachment C), which extended the term of the IOA for two years with an additional two-year extension, if needed. The First Amendment to the IOA also stated that the City would operate the wastewater utility on behalf of RWD starting on the "target date," which was the former assumption date of October 23, 2017.

The First Amendment to the 2002 IOA also provided for:

1. District employees becoming City employees on or before the target date under the same terms and conditions as set forth in the original 2002 Interlocal Agreement;
2. Certain District contracts being transferred and assigned to the City;
3. A Wastewater Utility Operating Services Agreement (WUOSA) being developed; and
4. RWD Board of Commissioners continuing to exercise their duties, including oversight of the utility, budgeting and rate setting, and responsibility for the utility's Capital Improvement Plan and Sewer Comprehensive Plan.

The staff report for the adoption of the First Amendment to the 2002 IOA can be found at the following link:

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

Following the execution of the First Amendment to the 2002 IOA, the City and RWD negotiated the WUOSA described in the First Amendment. This Agreement set forth the terms of how the City would operate the utility on behalf of RWD. The WUOSA was adopted by the City Council on October 2, 2017. The Service Agreement and the accompanying staff report when the Agreement was adopted can be found at the following link:

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

Following the completion of the WUOSA, wastewater utility staff were successfully integrated into the City on the target date of October 23, 2017. This City has also continued to operate the utility on behalf of RWD while continuing to coordinate with the RWD Board of Commissioners and their contracted support staff.

With the First Amendment initially expiring on June 22, 2019, the additional two-year extension was approved by the City Council on March 4, 2019, extending the First Amendment to June 22, 2021. The City's franchise agreement with RWD and the current WUOSA also were extended and now expire on June 22, 2021 as well.

Snohomish County Boundary Review Board, Litigation and Full Assumption

In 2014 and again in 2017, the City filed notices of intent to assume with the Snohomish County Boundary Review Board (SCBRB) for that portion of RWD's service area that was in the Point Wells Area. At both times, opposition to these notices was presented by the Olympic Water and Sewer District, Snohomish County, and the Town of Woodway, and in both 2014 and 2017, the SCBRB denied the City's request to assume.

Given that the SCBRB's denial was largely based on whether or not Point Wells was included within RWD, the City and RWD sought review by the Courts. In 2017, the King County Superior Court ruled in favor of the City and RWD, but in 2019, the Court of Appeals reversed that ruling. The Washington State Supreme Court accepted review of the matter, and, on October 15, 2020, the Supreme Court found that the 1985 Annexation Order that added the Point Wells area to RWD was not valid and, therefore, RWD did not have a service area in Snohomish County. Given this ruling, staff is now proposing to move forward with the full assumption of RWD in King County, as initially contemplated almost 20 years ago.

DISCUSSION

As is noted above, the City is now in a position to move forward with the full assumption of RWD. While the Council already adopted an assumption ordinance as required by state law at the end of 2013 with adoption of Ordinance No. 681, because the date of the assumption in that ordinance (October 23, 2017) has now passed, the Council must adopt a new assumption ordinance identifying the date of the final assumption of RWD. Proposed Ordinance No. 912 (Attachment A) provides for this formal assumption ordinance and will set the date of full assumption at April 30, 2021.

Proposed Ordinance No. 912 also authorizes the City Manager to sign the joint petition of dissolution of RWD as identified in the 2002 IOA. In order for RWD to cease being a special purpose district upon the assumption date, RWD must formally be dissolved by petition of Superior Court. This is outlined in state law ([RCW 35.13A.080](#)), which states that the petition must be signed by the chief administrative officer of the City (which would be the City Manager) and RWD upon authorization of the legislative body of the City and the governing body of RWD. While section 4.8 of the 2002 IOA grants the City a limited power of attorney to execute a joint petition to Superior Court to dissolve RWD on behalf of RWD Board of Commissioners, the City Attorney's Office has recommended that the City still obtain both the City Manager's signature and the Ronald Board President's signature on a joint petition for dissolution. Staff is coordinating with the RWD Board and RWD staff on this task and RWD is willing to provide their signature on the joint petition. Providing authorization for the City Manager to sign the joint petition on behalf of the City is the initial step however, which would be granted in proposed Ordinance No. 912.

Finally, the City's SEPA (State Environmental Policy Act) Responsible Official, Planning and Community Development Director Rachael Markle, has determined that the assumption of the Ronald Wastewater District is categorically exempt from SEPA review under Washington Administrative Code (WAC) 197-11-800(14)(h). This determination is provided in a memo dated November 17, 2020 (Attachment D). This categorical exemption is also noted as a recital in proposed Ordinance No. 912.

Tonight, staff is seeking Council feedback on proposed Ordinance No. 912. Proposed Ordinance No. 912 authorizing the assumption of RWD and authorizing the City Manager to sign the joint petition of dissolution of RWD is currently scheduled for potential adoption on December 7, 2020.

Next Steps

If Council adopts proposed Ordinance No. 912 on December 7th, staff has outlined the following next steps in the assumption process:

- Continue to coordinate with the RWD Board of Commissioners Transition Committee and RWD contracted staff.
- Obtain the RWD Board President's signature on the joint petition for dissolution of RWD.
- File the joint petition for dissolution with King County Superior Court.
- Obtain petition for dissolution from the Court.
- Continue to implement the remaining Assumption Transition Plan work plan items to ensure a smooth final assumption of RWD.
- Formally assume and dissolve RWD on April 30, 2021.

COUNCIL GOAL ADDRESSED

This action supports Council Goal No. 2, "Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment," and specifically, Action Step 14, which is to "Complete the assumption of the Ronald Wastewater District in collaboration with the District".

RESOURCE/FINANCIAL IMPACT

Adoption of proposed Ordinance No. 912 creates no financial impact to the City, as there will be no cost to the City when the full assumption of RWD is completed at the end of April 2021. Wastewater utility operations, which are already performed by the City on behalf of RWD under a service contract with RWD, are funded by utility rates. RWD's Capital Improvement Program is also rate funded. All assets of RWD, including the utility system itself, will be transferred to the City on the final assumption date and RWD will cease to exist as a separate governmental entity.

RECOMMENDATION

No action is required, this item is for discussion purposes only. Staff is seeking Council feedback on proposed Ordinance No. 912. Staff does recommend that Council adopt proposed Ordinance No. 912 authorizing the assumption of the Ronald Wastewater District and authorizing the City Manager to sign the joint petition of dissolution of RWD when this ordinance is brought back to Council on December 7, 2020 for potential adoption.

ATTACHMENTS

Attachment A – Proposed Ordinance No. 912

Attachment B – 2002 Interlocal Operating Agreement Between the City of Shoreline and the Ronald Wastewater District

Attachment C – 2017 First Amendment to the 2002 Interlocal Operating Agreement

Attachment D – November 17, 2020 Memo Outlining Assumption of the Ronald Wastewater District is Categorically Exempt from SEPA Review

ORDINANCE NO. 912

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON
AUTHORIZING THE ASSUMPTION OF THE RONALD WASTEWATER
DISTRICT AS AUTHORIZED BY RCW 35.13A.030 AND PURSUANT TO
THE 2002 INTERLOCAL OPERATING AGREEMENT RELATING TO
THE PROVISION OF SANITARY SEWER SERVICES.**

WHEREAS, RCW 35.13A.030 authorizes a city to assume the full and complete management and control of a sewer district whenever a portion of that district, equal to at least sixty percent of the area or sixty percent of the assessed valuation of the real property lying within that district, is included within the corporate boundaries of the city; and

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

WHEREAS, the Ronald Wastewater District is a special purpose sewer district formed and organized pursuant to Title 57 RCW and other laws of the state of Washington (hereinafter referred to as “District”) and, the District’s total geographic service area is located within the corporate boundaries of the City; and

WHEREAS, on October 22, 2002, the City and the District entered into an Interlocal Operating Agreement (“IOA”) approved by resolutions of the governing bodies of both parties related to the provision of sanitary sewer services which at Section 3.2, allows the City to assume jurisdiction of the District and any District responsibilities, property, facilities, or equipment within the City’s corporate limits, including future annexation areas; this IOA was subsequently amended in June 2017; and

WHEREAS, on December 9, 2013, the City Council adopted Ordinance No. 681, authorizing the filing of a Notice of Intent to Assume with the Boundary Review Board and setting October 23, 2017, as the date for assumption; and

WHEREAS, on September 18, 2014, the Boundary Review Board for King County approved the Notice of Intent to assume the District in relationship to King County; due to an error in the legal description of the District, the Boundary Review Board issued a subsequent approval on June 7, 2019; and

WHEREAS, the City has already commenced steps to ensure an orderly transition of governance, including creation of a City-District Assumption Transition Plan; transfer of District employees; execution of a Wastewater Utility Operating Services Agreement on October 23, 2017; and a Second Wastewater Utility Operating Services Agreement on March 17, 2020; and

WHEREAS, a portion of the southwest corner of Snohomish County, referred to as Point Wells, was considered part of the District’s service area; however, this was disputed and resulted

in two (2) denials for assumption by the Boundary Review Board of Snohomish County, in 2014 and again in 2017; and

WHEREAS, this dispute over the District's service area ultimately reached the Washington State Supreme Court which, on October 15, 2020, issued a ruling finding that the District's geographic boundary did not include Point Wells and does not extend into Snohomish County; and

WHEREAS, given that the original assumption date has passed, the City Council must establish a new assumption date and authorize the filing of a Petition for Dissolution with the King County Superior Court as required by RCW 35.13A.080; and

WHEREAS, the SEPA Responsible Official for the City of Shoreline has determined that the assumption of the Ronald Wastewater District is categorically exempt from SEPA review under WAC 197-11-800(14)(h); and

WHEREAS, the City Council in 2002, 2013, and by the actions the Council has previously authorized to be taken, and again with this Ordinance, has determined that it is in the best interests of the citizens of Shoreline to assume the District's sewer facilities, within and without of the City's boundaries, for the purpose of guaranteeing the City and its citizens with efficient, high quality sanitary sewer services for all purposes, public and private;

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

Section 1. Assumption. As provided in chapter 35.13A RCW, effective at 12:01 a.m. April 30, 2021, or on an earlier date if mutually agreed upon by the City of Shoreline and the Ronald Wastewater District, the City of Shoreline hereby assumes jurisdiction and ownership of the Ronald Wastewater District's service area, assets, facilities, responsibilities, property, and equipment.

Section 2. City Manager Authorization.

A. Petition for Dissolution. The City Council hereby confers upon the City Manager or designee the authority to jointly file with the Ronald Wastewater District a Petition for Dissolution with the court as provided for in RCW 35.13A.080 seeking dissolution by no later than April 30, 2021. And, upon dissolution by the court, file a certified copy of the court order with the King County Auditor.

B. Orderly Transition of Governance. The City Council confers upon the City Manager or designee the authority to continue to negotiate, in good faith, with the District the terms of a final transition plan so as to ensure a smooth transition from District to City operations. The transition plan shall include operational issues, financial issues, and facility issues.

Section 3. Directions to the City Clerk. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this Ordinance, including the correction of

scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

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

ADOPTED BY THE CITY COUNCIL ON DECEMBER 7, 2020.

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith, City Clerk

Julie Ainsworth-Taylor
Assistant City Attorney on behalf of
Margaret King, City Attorney

Date of Publication: _____, 2020
Effective Date: _____, 2020

ORIGINAL

RESOLUTION NO. 197

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON AUTHORIZING AN INTERLOCAL OPERATING AGREEMENT RELATING TO PROVISION OF SANITARY SEWER SERVICES

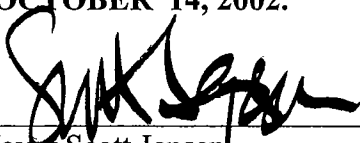
WHEREAS, City and Ronald Wastewater District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.13A.070 to contract for the coordinated exercise of powers and sharing of resources for the efficient delivery of services to their residents; and

WHEREAS, the City and District have negotiated a Franchise and concomitant Interlocal Operating Agreement to coordinate the provision of sanitary sewer services in the City of Shoreline; now therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE,
WASHINGTON THAT**

1. The City Manager is authorized to execute the INTERLOCAL OPERATING AGREEMENT BETWEEN THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT RELATING TO SANITARY SEWER SERVICES WITHIN SHORELINE'S CITY LIMITS attached hereto as Exhibit 1.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 14, 2002.



Mayor Scott Jepsen

ATTEST:



Sharon Mattioli, CMC
City Clerk

ORIGINAL

F-02001

CITY OF SHORELINE Attachment B Clerk's Receiving
No: 1956
Date: 10/22/02

Exhibit 1

INTERLOCAL OPERATING AGREEMENT BETWEEN THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT RELATING TO SANITARY SEWER SERVICES WITHIN SHORELINE'S CITY LIMITS

THIS AGREEMENT is made and entered into this 22nd day of October, 2002, by and between the city of Shoreline, a Washington Non-Charter Optional Municipal Code City (the "City") and Ronald Wastewater District, a Special Purpose Municipal Corporation (the "District").

WHEREAS, the City is the local government with authority and jurisdiction with respect to the territory within its corporate boundaries; and

WHEREAS, the District provides sanitary sewer service to properties located in the District and properties lying in the City's corporate boundaries and also to properties not located in the District or the City; and

WHEREAS, the City does not own or operate a sanitary sewer system; and

WHEREAS, the District and the City agree that the District has provided its service area, including the area now located within the City of Shoreline, with sanitary sewer service for over 42 years and that the District has the skills, assets, willingness and ability to provide the entire City with sanitary sewer service; and

WHEREAS, the City desires to assure its residents of continued unified sanitary sewer service which will comply with federal, state and local law, which will protect the public's health, safety, and welfare, and will provide uniform standards of service; and

WHEREAS, the City and the District have separately negotiated a 15 year Franchise Agreement to establish the terms and conditions under which the District is granted the authority to maintain it's sanitary sewer system within the City's Rights of Way to be simultaneously executed and

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

NOW THEREFORE, in consideration of the terms and provisions contained herein, and the Franchise Agreement executed contemporaneously by the parties, the City and the District agree as follows:

Section 1. Purpose. It is the purpose of this Agreement to guide the activities, resources and efforts of the City and the District to provide the citizens of the entire City and the ratepayers served by the District with an efficient, high quality and well maintained sanitary sewerage wastewater system at a reasonable cost and to provide an orderly and predictable transition of the wastewater utility from District to City ownership.

Section 2. Term of Agreement. The term of this Interlocal Operating Agreement shall be fifteen (15) years from the date of its execution.

Section 3. City Responsibilities:

3.1 Franchise Grant to the District. The City shall grant a non-exclusive franchise to the District in the form attached hereto as Exhibit "A" for a concurrent term of 15 years and terminating on the termination date of this Agreement.

3.2 Assumption by the City. The City agrees that in consideration of the "Interlocal Operating Agreement Fee" to be paid by the District to the City as set forth herein in section 4 of this Agreement, and the other terms and conditions of this Agreement, it shall not, during the 15 year term of this Agreement and the concurrent Franchise Agreement granted to the District, attempt to exercise its statutory authority (RCW chapter 35.13A, as currently in effect or amended in the future) to assume jurisdiction over the District or any District responsibilities, property, facilities or equipment within the City's corporate limits, including future annexed areas.

3.3 Fees and Charges. The City shall not, during the term of this Agreement impose any new fees on the District for City costs and services addressed and compensated for in the Franchise Agreement or this Interlocal Operating Agreement, as herein below described.

3.4 Future Statute Authorizing a City Utility Tax on the District. In the event that the State of Washington Legislature should in the future authorize a City to impose a Utility Tax upon a District based upon the District's revenues, or upon any other basis, the payments hereinbelow provided as the District's contractual consideration for this Agreement shall be credited against such Utility Tax as the City may impose and the District shall be obligated to pay only the statutorily supported tax liability in excess thereof; provided however, this section shall not allow a credit against consideration of this Agreement for

generally applicable regulatory fees or revenue-generating charges or taxes that may be authorized by law as applicable to the District and adopted by the City during the term of this Agreement other than a utility tax. For purposes of this section "utility tax" refers a city tax on business activities subject to the tax imposed by chapter 82.16 RCW.

3.4.1 Pass Through of Excess Utility Tax. In the event a Utility Tax on the District by the City is in the future authorized by law, the District shall pay such additional monies and may pass such additional tax liability on to the District's ratepayers as a separate billing item.

3.5 Requirement to Connect to Sanitary Sewer. The City shall, within the first year of this Agreement, study the adoption of rules and regulations related to the requirement that residences and other buildings or improvements located within the City not receiving sanitary sewer service (those using septic tanks or other on site systems), shall, under certain terms and conditions, be required to connect the sewer facilities located in or on such properties to the District's Sanitary Sewer System.

3.5.1. The City shall enforce such rules and regulations if adopted.

3.5.2 The District shall cooperate with the City in such enforcement action.

3.6 City's Option to Extend this Agreement The City, at its sole option, may no less than twelve (12) calendar months prior to the end of the term of this Agreement inform the District, in writing, of its desire to extend this Agreement for an additional five (5) years under terms and conditions as may be mutually agreed to by the Parties.

3.6.1 Should the City give such notice to the District and the District be interested in such a proposal, the Parties shall enter into Good Faith Negotiations to complete and execute a mutually acceptable extension Agreement, within six (6) months from the City's Notice.

3.7 Protection of District Employees upon Assumption by the City. The Parties agree that a fair and equitable transition of the employees of the District at the time of assumption by the City is critical to maintain the efficient operations of the wastewater services. The employees at the District represent a valuable asset to the City as they assume operations of the District. Therefore, in addition to compliance with RCW 35.13A.090, the City agrees to the following protections for employees of the District at the time of the transfer of the utility system:

3.7.1 All full-time regular non-probationary employees of the District at the time of assumption shall be offered the same or equivalent positions in the City's job classification system, which are consistent with the knowledge, skills, abilities, experience, and technical requirements of the District's employees.

3.7.2 The City agrees not to reduce the salary of a District transferred employee. However, the City reserves the right to freeze a District transferred employee's rate of compensation within a job classification until the City's rate of compensation is equal to or exceeds the transferred employee's rate of compensation.

3.7.3 City agrees it shall not lay off a transferred District employee for at least one year following the date of the transfer to City employment, however, the City reserves the right to terminate District transferred employee for cause.

3.7.4 Service credit for City purposes will be calculated based upon the initial full-time employment date of the transferred employee with Ronald Wastewater District.

3.7.5 Transferred employees will continue participation with the appropriate public employees' retirement system as provided for in RCW35.13A.090 (1).

3.7.6 The City currently allows employees retiring under the PERS Retirement System to purchase health insurance. The transferred employees will be able to participate in that benefit so long as this is still a benefit offered to City employees at the time of assumption of the District.

3.7.7 The City agrees to abide by the Washington Wastewater Collection Personnel Association certification requirements or equivalent for all sewer maintenance workers.

3.7.8 District agrees that an employment agreement for any employee shall not be extended beyond the City assumption date without review and approval of the City Manager.

3.7.9 The Parties recognize that all agreements with bargaining units will terminate upon transfer to the City.

3.7.10 District agrees that at the time of transfer it shall pay off any accrued sick leave owed to transferred District employees, based on District sick leave policy then in effect.

3.7.11 The Parties agree that District employees transferred to the city shall not carry over more vacation accrual than allowed by City vacation leave policy then in effect, and the District shall pay off vacation in excess of the City's accrual limit upon transfer.

3.8 Obligations On Assumption:

3.8.1 City shall assume all liabilities and contractual obligations of the District or pay those obligations in full where required by contract, bond covenant or other agreements. The District will negotiate all new contracts and loan agreements during the term of this agreement including any mutually agreed upon extension so that the obligations of the District may be assumed by the City upon assumption of the District without cost or penalty. It is agreed that the district's Parity Revenue Bond covenants, as now written, can not, and will not change during this Agreement, therefore, any such Parity Revenue bond obligations of the District will require full defeasance or transfer of the obligation of the District according to the bond covenants at the time of the transfer of assets.

3.8.2 All District assets, personal, real and intangible property will be transferred to the City.

Section 4. The District Responsibilities. In consideration of the City's commitments above and the concomitant Franchise Agreement, the District shall:

4.1 Interlocal Operating Agreement Fee. In consideration of and compensation for the City's forbearance of its rights to assume the District under RCW 35.13A, as it now exists or may be amended, and the rights granted the District under this Agreement to operate its existing and future sewer facilities within the City's corporate limits, including any future annexed areas, the District agrees to pay the City an "Interlocal Operating Fee" pursuant to the payment schedule set forth herein.

4.2 Schedule of Payments. The schedule of payments shall be as follows:

Year	Amount
2002	\$500,000*
2003	\$550,000

2004	\$600,000
2005	\$618,000
2006	\$637,000
2007	\$656,000
2008	\$676,000
2009	\$696,000
2010	\$717,000
2011	\$739,000
2012	\$761,000
2013	\$784,000
2014	\$808,000
2015	\$832,000
2016	\$857,000
2017	\$883,000

*In the year 2002, the \$500,000 Interlocal Agreement Fee will be paid in full by Ronald Wastewater District prior to December 31, 2002, less any previously paid fees paid during the year 2002 under the Seattle Public Utilities Franchise Agreement assumed by the District.

In all years subsequent to 2002 through 2016, the Interlocal Agreement Fee will be paid by the District to the City with quarterly payments being made on or before March 15, June 15, September 15, and December 15 of each year.

In the final year, 2017, the District's payment to the City will be pro-rated to the date of the Contract Termination.

The fee paid by the District under this section is a business expense that will not be separately identified on customer billings.

4.3 Storm Water and Water Supply System. The District shall not provide a storm water system or a water supply system within the City without the approval of the City being first obtained.

4.4 Standard Sewer Billing Rate Structure. It shall be the goal of the District to perform a Comprehensive Sewer Rate and Cost of Service Analysis in order to develop a uniform rate schedule following the District's acquisition of the Seattle Public Utilities/Lake City Sewer District Sanitary Sewer System which study shall include but not be limited to the following:

4.4.1 The impact of the overall rate revenue requirements, which analysis shall reflect the impact of diverting the costs and revenue of sewer system customers within the City of Lake Forest Park, if and when service to those customers is taken over by the City of Lake Forest Park.

4.4.2 An evaluation of reasonable options and impacts of phasing in a blending of sewer rates, revising the sewer rates and costs of maintenance and operation, both pre and post Seattle Public Utilities/Lake City Sewer District acquisition of customer segments.

4.4.3 Develop a strategy to expedite a blending of sewer rates to a single set of rate structures that will have the least negative impact on all District ratepayers, now and in the future.

4.4.4 Attempt to create a level billing rate structure for each class of customer throughout the District and the City unless the level of service provided any segment of those properties served requires a "special benefit" surcharge.

4.5 Agreement to Annex. The District shall exercise its legislative authority to seek annexation of those areas which it serves which are not yet within its corporate boundaries and those areas which are within the City's corporate boundaries except areas served by the Highland Sewer District. The District shall proceed with the annexation process as soon as the City of Lake Forest Park exercises its right to annex those areas within its corporate boundaries, and which are presently served by the District's Sanitary Sewer System.

4.5.1 City's Cooperation With Annexation. The City shall promote, cooperate with, and use its best efforts to assist the District in the annexation process articulated in Section _____ of this agreement.

4.6 Seattle Public Utilities Service System Reliability. The District shall prepare plans to upgrade the systems acquired from Seattle Public Utilities to conform to the District's overall operational and maintenance standards.

4.7 Advisory Board. Members of the Board of Commissioners of the District in office at the time of this Agreement who wish to do so, may at their

option, sit as an advisory Board to the Shoreline City Council for a three (3) year period beyond the term of this Agreement.

- 4.8 Cooperation with Assumption and Dissolution. The District agrees to take no action to protest or challenge the assumption of the District following the term of this agreement or any extension thereof. By its execution of this Agreement below the District grants to the City a limited power of attorney to execute a joint petition to Superior Court for dissolution of the District pursuant to RCW 35.13A.080 when authorized by the City Council following the term of this Agreement provided the City is not in breach of this Agreement including terms that survive the term of the Agreement

Section 5. Mutual Responsibilities. In satisfaction of the intent of the parties, the City and District shall have the following responsibilities:

5.1 Common Goals and Interests. The parties shall agree to identify potentially desirable common activities and projects of mutual interest and benefit, which shall include, but not be limited to the following:

5.1.1 Common Vehicle and equipment storage facilities

5.1.2 Common vehicle and equipment maintenance

5.1.3 Emergency/after hours call center

5.1.4 Combined permitting/licensing offices

5.1.5 Joint but separate communications - emergency radio/telephone

5.1.6 Creation of a joint committee to discuss, evaluate and select cost-effective common programs relating to:

- i. Energy management
- ii. Equipment sharing
- iii. Information technology
- iv. Staff training, where possible
- v. Joint insurance programs

5.2 Inter-Agency Communications. A committee consisting of the City's City Manager and Public Work's Director, and the District's General Manager and Maintenance Manager will meet annually to evaluate projects which may be agreed upon to have a mutual benefit, and which may be jointly undertaken.

5.3 Capital Improvement Plan: Each of the Parties shall provide the other with a copy of their respective present Capital Improvement Plan to better facilitate the use of the streets, sidewalks and rights of way and the areas under them.

5.4 Coordination of City and District's Comprehensive Plans. The City's Manager and District's General Manager shall meet annually to coordinate activities related to their respective Comprehensive Plans and their respective Capital Improvement Plans. The parties shall address revisions to their respective Comprehensive Plans at the earliest opportunity to reflect the transition of wastewater service delivery by the City at the end of this Agreement.

5.5 Information and Document Exchange. The Parties shall exchange information and documents relating to the location of the facilities which they each operate within the affected rights of way.

5.6 Assumption Transition. No later than 24 months prior to the end of the term of this Agreement, the City and District shall negotiate in good faith the terms of final transition. Transition terms shall include plans that the City and the District agree to implement to ensure a smooth transition from District to City operations. These plans would include operational issues, financial issues, and employee transition issues. Transition terms shall include but not be limited to the following:

5.6.1 Defeasance or call of all bonded debt principal outstanding and interest owed if required by bond covenants.

5.6.2 Assumption of all indebtedness and other liabilities subject to the terms and conditions of related agreements and contracts.

5.6.3 Terms for application and future use of any cash reserves at the time of the transfer of the system then restricted as to use for system rehabilitation and replacement per District Resolution

5.6.4 District agrees to maintain its reserve funds in the same manner as current policy, and shall maintain adequate reserve levels subject to periodic review by the District's Board of Commissioners in establishing policies related to the financial needs of the District.

Section 6. Termination. In addition to all other rights and powers to remedy default including specific performance, both Parties reserve the right to revoke and terminate

this Agreement in the event of a substantial violation or breach of its terms and conditions.

Section 7. Indemnification. The parties shall indemnify and hold harmless each other and their respective officers, agents, and employees from all costs, claims or liabilities of any nature, including attorneys' fees, costs and expenses for or on account of injuries or damage by any persons or property resulting from the negligent activities or omissions of that Party or their respective agents or employees arising from the performance of this agreement.

Section 8. Definitions. The terms used in this Agreement, if not defined herein, shall have their meanings as defined in any other documents executed contemporaneously or in conjunction with this Agreement.

Section 9. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by any Party.

Section 10. Venues. In the event of litigation pertaining to this Agreement, the exclusive venues and places of jurisdiction shall be in King County, Washington.

Section 11. Alternative Dispute Resolution-Arbitration. Except as otherwise provided under applicable state law, any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall be submitted to, and settled by, arbitration to be held in King County, Washington in accordance with the provisions of Chapter 7.04 of the Revised Code of Washington, as amended, and with respect to matters not covered in such statute, by the rules of the American Arbitration Association; provided, however, that in the event of any conflict between such statute and such rules, the provisions of the statute shall control; and provided further, that notwithstanding anything in such statute or rules to the contrary: (a) the arbitrator's decision and award shall be made according to the terms and provisions of this Agreement and the applicable law, and such award shall set forth findings of fact and conclusions of law of the arbitrator upon which the award is based in the same manner as is required in a trial before a judge of the Superior Court of the State of Washington; (b) the arbitrator shall award attorney's fees to the prevailing party; and (c) in any such arbitration, there shall be a single arbitrator and any decision made shall be final, binding and conclusive on the parties. The fees of the arbitrator shall be borne equally by the parties except that, in the discretion of the arbitrator, any award may include a party's share of such fee if the arbitrator determines that the dispute, controversy or claim was submitted to arbitration as a dilatory tactic.

Section 12. Binding. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

ORIGINAL

Section 13. Enforceability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 14. Applicable Law: This Agreement shall be construed under the laws of the State of Washington.

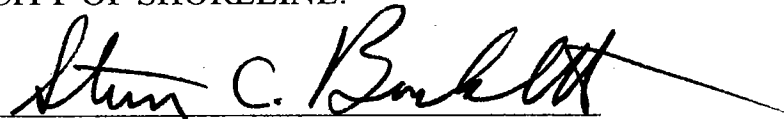
Section 15. Attorneys Fees. If either party employs an attorney to enforce any rights arising out of or relating to this Agreement, the prevailing party shall in such dispute be entitled to recover its reasonable attorneys' fees.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It shall not be modified except by a written agreement signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act of acquiescence on the part of either Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of the Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provisions on another occasion.

Section 17. Survival. All of the provisions, conditions and requirements of Sections 3.7, 3.8, 4.7, 4.8, 7, 8, 9, 10, 11, 12, 13,14, 15, and 16 shall survive the fifteen (15) year term of this Agreement.

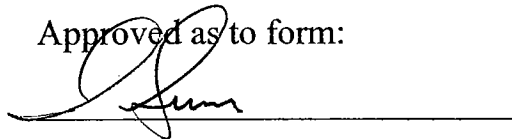
Section 18. Effective Date and Term of Contract. This agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect fifteen (15) years from the effective date.

CITY OF SHORELINE:



Steven C. Burkett, City Manager

Approved as to form:



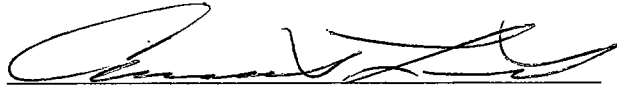
Ian R. Sievers, City Attorney

RONALD WASTEWATER DISTRICT:

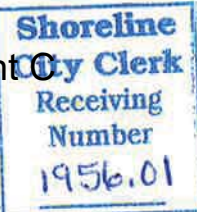


President, Board of Commissioners

Attest:

A handwritten signature in black ink, appearing to be "C. Smith", written over a horizontal line.

Secretary, Board of Commissioners



**FIRST AMENDMENT OF INTERLOCAL OPERATING AGREEMENT BETWEEN
THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT RELATING
TO SANITARY SEWER SERVICES WITHIN SHORELINE'S CITY LIMITS**

THIS FIRST AMENDMENT OF INTERLOCAL OPERATING AGREEMENT ("First Amendment") is made and entered into this 22nd day of June, 2017 ("Effective Date") by and between the City of Shoreline, a Washington Non-Charter Optional Municipal Code City (the "City") and Ronald Wastewater District, a special purpose municipal corporation (the "District").

WHEREAS, on October 22, 2002, the City and the District entered the *Interlocal Operating Agreement Between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Services Within Shoreline's City Limits* (the "2002 Interlocal Operating Agreement"); and

WHEREAS, the purpose of the 2002 Interlocal Operating Agreement is to guide the activities, resources and efforts of the City and the District to provide the citizens of the entire City and the ratepayers served by the District with an efficient, high quality and well maintained sanitary sewerage wastewater system at a reasonable cost and to provide an orderly and predictable transition of the wastewater utility from District to City ownership; and

WHEREAS, the 2002 Interlocal Operating Agreement provided for a 15-year term to complete the transition and the assumption process, which caused the District and the City to work toward the mutual goal of having the City fully "assume" and incorporate the entire District into the City by October 23, 2017 (the "2017 Target Date"); and

WHEREAS, the parties continue to perform the 2002 Interlocal Operating Agreement in good faith and intend to complete the orderly transition of the wastewater utility, including assumption proceedings before the Boundary Review Board of both King County and Snohomish County where the District is located, but entities in Snohomish County have questioned and challenged the District's and the City's right to provide sewer service to its entire service area including the Point Wells Service Area; and

WHEREAS, the recent and continuing actions of third parties to oppose the District's service and corporate boundaries in Snohomish County and the City's planned assumption of the entire District located in both King and Snohomish County, consistent with the 2002 Interlocal Operating Agreement, have the effect of frustrating the parties' goal to complete the assumption of the District by the 2017 Target Date; and

WHEREAS, as a result, an amendment to the 2002 Interlocal Operating Agreement is necessary and appropriate to provide for the City to implement part of the assumption by the 2017 Target Date, for the District to continue to exercise its rights, powers and functions during the transition, and for the City to take jurisdiction over all of the District after conclusion of administrative proceedings and litigation opposing the assumption; and

WHEREAS, the City and District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.13A.070 to contract for the coordinated exercise of powers and

sharing of resources for the efficient delivery of services to their residents, and the governing bodies of both parties have approved the execution of this Agreement;

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

Section 1. Prior Agreement and Intent of Amendment. The City and the District agree to amend the 2002 Interlocal Operating Agreement as expressly set forth herein. Except as expressly set forth herein, the 2002 Interlocal Operating Agreement, as amended, will remain in full force and effect for the term and duration of this First Amendment.

1.1 All terms and provisions of the 2002 Interlocal Operating Agreement are incorporated herein and, specifically and without limitation, sections 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of the 2002 Interlocal Operating Agreement also apply to this First Amendment.

1.2 This First Amendment and the 2002 Interlocal Operating Agreement constitute the entire agreement between the parties with respect to its subject matter.

Section 2. Term of First Amendment.

2.1 This First Amendment shall be in full force and effect and binding upon the parties hereto upon its execution ("Effective Date") and shall continue in full force and effect two (2) years from the effective date, unless terminated sooner pursuant to its terms or written agreement of the parties.

2.2 The City, at its sole option, may no less than three (3) months prior to the end of the term of this First Amendment extend this First Amendment for an additional two (2) years by providing written notice to the District.

Section 3. Actions as of the 2017 Target Date. The City and the District agree that the following actions or steps will now be taken and accomplished on or before the 2017 Target Date, notwithstanding any reference to assumption or transfer of system in the 2002 Agreement:

3.1 All District employees will transfer to City employment consistent with paragraph 3.7 of the 2002 Interlocal Operating Agreement.

3.2 All District contracts with vendors (not including professional services contracts and other appropriate contracts) will be transitioned or transferred to the City by assignment, renewal, or other appropriate mechanism.

3.3 The District and the City will have entered a Wastewater Utility Operating Services Agreement (the "Services Agreement") to provide, without limitation, for the following:

3.3.1 The District to contract with the City for all services and functions in operating, maintaining, and improving the sanitary sewer system.

3.3.2 The District to contract with the City for all administrative services and functions, including utility billing, customer service, and account management; provided, however, that the District may retain an independent contractor(s) to support the Board.

3.3.3 City use of District facilities and real estate.

3.3.4 Coordination and pursuit of capital projects or public works projects that are identified in the District's Capital Improvement Plan.

3.3.5 Coordination and performance of the District's utility relocation agreement with Sound Transit.

3.3.6 Provide for notice and communication regarding any Major Action, as defined below.

3.3.7 Other matters necessary and appropriate to include in a utility operating service agreement under the circumstances.

3.4 With regard to schedule for completion of the Services Agreement identified in paragraph 3.3 above, the parties intend to negotiate the proposed Services Agreement by July 31, 2017 and to approve and sign the final Services Agreement by September 15, 2017.

3.5 The City will act to extend the term of the franchise, granted to the District under paragraph 3.1 the 2002 Interlocal Operating Agreement, consistent with the term of this First Amendment.

3.6 The District and the City may provide for additional items in the Services Agreement including, but not necessarily limited to, seeking the approval of King County, pursuant to RCW 57.20.135, to designate the City as the treasurer for the District. In that event, the District agrees to take such actions to allow for such approvals, including approving and signing all documentation reasonable and necessary to seek and obtain the transfer of the treasury function. In the event that the City is designated as the District's treasurer, the City and District will prepare a separate memorandum of agreement on the subject.

Section 4. District Status and Operating Procedure After the 2017 Target Date.

4.1 The District Board of Commissioners will continue to exist, meet, and exercise its rights, privileges, powers, and functions as to levying and collecting special assessments, rates, charges, service charges, and connection fees; to pay invoices and contractual obligations; to carry out the provisions of its comprehensive plan; and to hold, manage, and protect all District property, funds, and assets.

4.2 The District agrees to coordinate with the City regarding the proposal, timing, and consideration of any potential District Board actions relating to capital expenditures, new public works projects, incurring debt, new contracts in excess of \$50,000.00 in total cost, customer sewer rates and charges, or the wastewater flow and treatment agreement with the City of Edmonds ("Major Actions"); provided, however, that District Board action relating to existing projects, sewer system

maintenance and repairs in the normal course of business, response to conditions that interrupt customer service, or emergencies do not constitute a Major Action(s).

4.3 Except as may be provided in the Services Agreement, the District will include a prominent notice of any Major Action on the agendas for two (2) regular meeting of the District Board of Commissioners before the District Board may take action to approve the Major Action.

Section 5. Interlocal Operating Agreement Fee. Paragraph 4.2 of the 2002 Interlocal Operating Agreement is amended to provide the following schedule of payments:

Year	Amount
2017	\$883,000
2018	\$909,000
2019	\$936,000

Section 6. Dissolution Petition. Notwithstanding any provision to the contrary, the City, in its sole discretion, retains all rights under paragraph 4.8 of the 2002 Interlocal Operating Agreement to execute and file a joint petition for dissolution after authorization by the City Council.

CITY OF SHORELINE


Debbie Tarry, City Manager

Approved as to form:


Margaret King, City Attorney

RONALD WASTEWATER DISTRICT:


Gretchen A. Atkinson
President, Board of Commissioners

Attest:



Chris J. Eggen
Secretary, Board of Commissioners



MEMORANDUM

DATE: November 17, 2020
TO: John Norris, Assistant City Manager
FROM: Rachael Markle, SEPA Official *Rm*
RE: Assumption of Ronald Wastewater District and SEPA Review

The adoption of Ordinance No. 912 by the City Council that would authorize the City to assume the Ronald Wastewater District as permitted by RCW 35.13A.030 and in accordance with the 2002 joint Interlocal Operating Agreement is categorical exempt from SEPA review. This action is exempt from SEPA review under WAC 197-11-800(14)(h) as an organization and internal operational planning and coordination effort.

WAC 197-11-800

Categorical exemptions.

(14) Activities of agencies. The following administrative, fiscal and personnel activities of agencies shall be exempt:

- (a) The procurement and distribution of general supplies, equipment and services authorized or necessitated by previously approved functions or programs.
- (b) The assessment and collection of taxes.
- (c) The adoption of all budgets and agency requests for appropriation: Provided, That if such adoption includes a final agency decision to undertake a major action, that portion of the budget is not exempted by this subsection.
- (d) The borrowing of funds, issuance of bonds, or applying for a grant and related financing agreements and approvals.
- (e) The review and payment of vouchers and claims.
- (f) The establishment and collection of liens and service billings.
- (g) All personnel actions, including hiring, terminations, appointments, promotions, allocations of positions, and expansions or reductions in force.
- (h) All agency organization, reorganization, internal operational planning or coordination of plans or functions.
- (i) Adoptions or approvals of utility, transportation and solid waste disposal rates.
- (j) The activities of school districts pursuant to desegregation plans or programs; however, construction of real property transactions or the adoption of any policy, plan or program for such construction of real property transaction shall not be considered exempt under this subsection.
- (k) Classification of land for current use taxation under chapter 84.34 RCW, and classification and grading of forest land under chapter 84.33 RCW.