



# AGENDA

## STAFF PRESENTATIONS

## PUBLIC COMMENT

### SHORELINE CITY COUNCIL

### VIRTUAL/ELECTRONIC REGULAR MEETING

Monday, December 14, 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.*

Page    Estimated  
Time  
7:00

1.    **CALL TO ORDER**
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

## 7. CONSENT CALENDAR

7:20

- (a) Approving Minutes of Regular Meeting of November 23, 2020 7a1-1  
Approving Minutes of Special Meeting of November 30, 2020 7a2-1  
Approving Minutes of Regular Meeting of November 30, 2020 7a3-1
- (b) Approving Expenses and Payroll as of November 27, 2020 in the Amount of \$6,683,758.41 7b-1
- (c) Authorizing the City Manager to Execute a Right-of-Way Vacation Agreement with Sound Transit for Vacation of a Portion of 7th Avenue NE and for the Intergovernmental Transfer of Portions of 7th Avenue NE and NE 185th Street 7c-1
- (d) Authorizing the City Manager to Execute an Interlocal Agreement with King County for Jail Services Through December 31, 2022 7d-1
- (e) Authorizing the City Manager to Execute a Memorandum of Agreement with King County for Indigency Screening Services for 2021-2022 7e-1
- (f) Adopting Resolution No. 469 – Declaring a City-Owned Vehicle Surplus and Authorizing Its Sale in Accordance with Shoreline Municipal Code Chapter 3.50 7f-1

## 8. ACTION ITEMS

- (a) Second Public Hearing and Adopting Ordinance No. 908 - Adopting Pre-Annexation Zoning for the Point Wells Subarea and Adding a New Chapter, Chapter 20.94 Point Wells – Planned Area 4, to Title 20 of the Shoreline Municipal Code 8a-1 7:20  

*All interested persons are encouraged to listen and/or attend the remote online public hearing and to provide oral and/or written comments. Written comments should be submitted to Andrew Bauer, Senior Planner, at [abauer@shorelinewa.gov](mailto:abauer@shorelinewa.gov) by no later than 4:00 p.m. local time on the date of the hearing. Any person wishing to provide oral testimony at the hearing should register via the [Remote Public Comment Sign-in form](#) on the City's webpage at least thirty (30) minutes before the start of the meeting. A request to sign-up can also be made directly to the City Clerk at (206) 801-2230.*
- (b) Public Hearing and Discussing Ordinance No. 916 - Extension of Interim Regulations to Allow for Additional Extensions of Application and Permit Deadlines Beyond Those Provided for in the Shoreline Municipal Code Due to COVID-19 Impacts 8b-1 7:50  

*All interested persons are encouraged to listen and/or attend the remote online public hearing and to provide oral and/or written comments. Written comments should be submitted to Rachael Markle, PCD Director, at [rmarkle@shorelinewa.gov](mailto:rmarkle@shorelinewa.gov) by no later than 4:00 p.m. local time on the date of the hearing. Any person wishing to provide oral testimony at the hearing should register via the [Remote Public Comment Sign-in form](#) on the City's webpage at least thirty (30) minutes before the start of the meeting. A request to sign-up can also be made directly to the City Clerk at (206) 801-2230.*
- (c) Public Hearing and Discussing Ordinance No. 917 - Extension of Interim Regulations for Outdoor Seating 8c-1 8:10  

*All interested persons are encouraged to listen and/or attend the remote online public hearing and to provide oral and/or written comments. Written comments should be submitted to Andrew Bauer, Senior Planner, at [abauer@shorelinewa.gov](mailto:abauer@shorelinewa.gov) by no later than 4:00 p.m. local time on the date of the hearing. Any person wishing to provide oral testimony at the hearing should register via the [Remote Public Comment Sign-in form](#) on*

*the City's webpage at least thirty (30) minutes before the start of the meeting. A request to sign-up can also be made directly to the City Clerk at (206) 801-2230.*

## **9. ADJOURNMENT**

8:30

*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](http://www.shorelinewa.gov). Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <http://shorelinewa.gov>.*

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

Monday, November 23, 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.

3. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, provided an update on COVID-19 and newly instituted State restrictions and shared reports and updates on various City meetings, projects and events.

4. COUNCIL REPORTS

Councilmember McGlashan said at the recent Tri-Regional Transportation Forum meeting the 148<sup>th</sup> Street Nonmotorized Bridge was included on the Legislative Agenda.

Councilmember Roberts said he and Councilmember McConnell attended the National League of Cities Virtual City Summit. He shared the Board election results and said the sessions were informative. Councilmember McConnell said she attended the Asian Pacific Municipal Organization Group and the Transportation Forum. She said she is hopeful that funding mechanisms will open up in 2021.

Deputy Mayor Scully said he attended the WRIA-8 Salmon Recovery Council meeting and heard updates on efforts toward salmon recovery. He said at the All Home Coordination Board meeting they selected and seated the Advisory Council.

Councilmember McConnell reflected on her comments during last week's discussion of Resolution No. 467 and said although it was not her intent to liken the systemic and personal racism Black people have endured for centuries to others who are White, it was the impact. She apologized for the missed intent and hurt it caused. She praised the work of the youth members

of Black Lives Matter and the change they are leading. She said there is significant systemic racism toward African Americans and the BIPOC community and recognized how much words do matter.

Mayor Hall said next week is the annual meeting of the Sound Cities Association (SCA) General Membership and shared details of the meeting agenda, which includes amendments to the bylaws. He said an additional amendment to the bylaws may be needed to ensure a consistent, inclusive, and transparent process. He recapped a recent situation that raised serious concerns when the SCA President sent a letter to the Governor regarding COVID restrictions without first vetting it through the membership. Mayor Hall found the broad policy statements in the letter troubling since they did not go through the Public Issues Committee (PIC) process. He and the City Manager have followed up by communicating with the SCA and submitting a letter to the Governor's office expressing support for the efforts to keep the community safe and assuring him that the SCA letter did not represent all King County cities.

Mayor Hall continued that he and Councilmember Roberts met with the City Manager about the possibility for submitting an amendment to the bylaws. He suggested asking SCA to add language to the bylaws that says *“Prior to acting on any policy position that was not recommended to the Board by the Public Issues Committee, the Board shall notify all SCA members of its intent to consider the policy position and provide an opportunity to object, and any objections shall be recorded in the Board minutes.”* He asked for Council feedback.

Deputy Mayor Scully and Councilmembers Roberts, Chang, McGlashan, and McConnell expressed support for the proposal. Deputy Mayor Scully said he was concerned by SCA's action and agreed that he would not want other cities or persons speaking for Shoreline unless the message had been vetted. There was general discussion on if it would be worthwhile to include time parameters in the proposed language, and the Council generally concluded that it would be best not to. The Council agreed to move forward with presenting the amendment language to SCA for consideration by the members.

## 5. PUBLIC COMMENT

Jackie Kurle, Shoreline resident, said she is not averse to supporting the homeless cause but feels there may be a better, different, fit for an Enhanced Shelter and emphasized the impact it will have on the surrounding neighbors.

Nancy Morris, Shoreline resident, shared her observations on the impacts of the Enhanced Shelter.

Nancy Pfeil, Shoreline resident, spoke regarding the Enhanced Shelter and questioned the City's ability to enforce the threshold for emergency calls and the comparability of the data being used to establish it. She asked if the Shelter operators would accept responsibility for the actions of the fringe population the Shelter may attract.

## 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 Robertson and unanimously carried, 7-0, the following Consent Calendar items were approved:**

**(a) Approving Minutes of Regular Meeting of November 9, 2020**

**(b) Approving Expenses and Payroll as of November 6, 2020 in the Amount of \$1,873,601.72**

**\*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>

**(c) Adoption of Ordinance No. 915 - Amending Shoreline Municipal Code Chapter 3.35 Funds to Change the Name of the Agency Fund**

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

Colleen Kelly, Recreation, Cultural, and Community Services Director, delivered the staff presentation. Ms. Kelly reviewed the prior actions leading up to this proposed Memorandum of Agreement (MOA) including the adoption of Ordinance No. 906, which established Enhanced Shelter Use in R-48 Zones and compliance criteria for Enhanced Shelters. Ms. Kelly said the original requirement for an Interlocal Agreement (ILA) was amended by Ordinance No. 913, which changed the requirement from an ILA to a three-party MOA, amended the introductory language, and removed requirement for payment for excess 911 calls. She described the process for the development of the MOA in coordination with the project partners. She stated that the final MOA addresses each of the items on the Council's suggested list, includes insurance and indemnification provisions, and establishes the terms of the Agreement. She concluded that staff recommended authorizing the City Manager to sign the MOA.

**Deputy Mayor Scully moved to authorize the City Manager to sign the MOA as proposed by staff. The motion was seconded by Councilmember McGlashan.**

Councilmember Chang said she was happy to see the Nuisance Code associated with the MOA and asked if an Enhanced Shelter falls clearly in the multi-family designation. Ms. Kelly said the multi-family provision would be used as a guideline and Councilmember Chang asked if this should be clarified in the Agreement language. Margaret King, City Attorney, confirmed that the project meets the multifamily definition, so no clarification is necessary.

Councilmember Chang asked how the MOA addresses concerns about the impacts of any fringe population the Shelter may attract. Ms. Kelly said it does not speak to those concerns but described the ways in which they would be addressed. She said it is difficult to expect any given entity to take responsibility for a community level problem, but that all partners have the clear understanding that it is in the best interests for everyone that the impacts to the community be mitigated as much as possible by the facility. Councilmember Chang said she read the MOA with the perspective of trying to find loopholes, and while there are aspects she wishes could be pinned down more, she does feel that it establishes guardrails.

Councilmember Robertson thanked Councilmember Chang for her attention to detail in this process. She said she was happy to see the 'Good Neighbor' Plan and urged members of the community to tour the Shelter before it opens to gain more insight into the program. She emphasized the City's commitment to protecting the community and expressed support for the MOA.

Councilmember Roberts asked if there are plans or policies in place for when someone leaves the facility, either voluntarily or by expulsion. Ms. Kelly said it is a voluntary facility, so people can leave if they choose to, but if people are asked to leave, Lake City Partners has committed to try to help establish a plan for them. Councilmember Roberts confirmed that Lake City Partners initially drafted the base document of the Good Neighbor Plan and asked for an explanation of how the bullet point, "all staff will regularly monitor areas surrounding the facility and schedule walks through local neighborhood and parks to notice congregating and littering", came about. Ms. Kelly replied that other communities that have had the same concerns, so the Shelter operators have committed to having staff out in the community to be aware of what is going on, and she listed benefits of this. Councilmember Roberts asked if this would include evening and

nighttime monitoring of the areas. Ms. Kelly said the Shelter operators would not be solely responsible for the actions of people who do not live at the Shelter, but this would be a citywide team effort. Councilmember Roberts confirmed that in their walk throughs, the Shelter staff will share information with nonresidents about resources but would not take the lead in addressing the systemic issues. Councilmember Roberts said there are good elements to the MOA and while it is a fine interim agreement, there is work to be done to strengthen The Good Neighbor Plan.

Deputy Mayor Scully said he does not expect Shelter staff to be taking the place of police or outreach employees since their responsibility is within the confines of the Enhanced Shelter. He added that the Council will be discussing the additional needs of homelessness support at their upcoming retreat.

Mayor Hall voiced the Council's appreciation for the staff and community input throughout this process. He said the MOA provides more protection than he had expected.

**The motion passed unanimously, 7-0.**

- (b) Adopting Ordinance No. 909 – 2020 Comprehensive Plan Annual Docket Amendments to the Shoreline Comprehensive Plan

Steve Szafran, Senior Planner, delivered the staff presentation. Mr. Szafran summarized the process leading up to drafting proposed Ordinance No. 909 and said the two amendments under consideration would change the acreage of the Point Wells Subarea Plan from *gross* to *net* acres, which would result in a lower potential yield of dwelling units and is coordinated with the Town of Woodway; and would put in place limiting traffic restrictions on Richmond Beach Drive and the Richmond Beach Road Corridor. He said the Planning Commission recommends approval of Ordinance No. 909, and staff recommends approval of the Planning Commission recommendation with the additional amended language presented tonight.

**Councilmember Robertson moved adoption of Ordinance No. 909, the 2020 Comprehensive Plan Annual Docket Amendments to the Shoreline Comprehensive Plan. The motion was seconded by Councilmember Chang.**

**Councilmember Robertson moved to modify the Planning Commission's recommendation amending Land Use Policy #1 to change "44 units per gross acre" to "44 units per net acre". The motion was seconded by Councilmember McConnell.**

Councilmember Robertson said even though there are no foreseeable plans to develop the Point Wells Subarea, this amendment right sizes the expectations for the number of units that could potentially be built there.

**The motion passed unanimously, 7-0.**

**Councilmember Robertson moved 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". The motion was seconded by Councilmember Chang.**

Councilmember Robertson said this amendment falls in line with what was discussed with the Town of Woodway and puts appropriate expectations on future transportation.

**The motion passed unanimously, 7-0.**

Mayor Hall expressed appreciation for Woodway and Shoreline staff and all of the community input to create a framework to prevent development at Point Wells from overwhelming the character of the area.

**The motion to adopt Ordinance No. 909, adopting the 2020 Comprehensive Plan Annual Docket Amendments #1 and #2, as amended, passed unanimously, 7-0.**

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

Steve Szafran, Senior Planner, delivered the staff presentation. Mr. Szafran reviewed the process for compiling amendments throughout the year and said the proposed amendments fall in the categories of administrative corrections, clarifications, and new policy direction. The Amendments were grouped by topic and discussed:

- Amendments 1 and 7 add definitions and additional criteria to Emergency Temporary Shelters.

Councilmember Roberts asked the purpose for including 'such as' language in the definition. Mr. Szafran said the intent was not to limit the reasons for implementation, but to serve as an example. Councilmember Roberts said this wording may be confusing.

- Amendments 2, 3, 12, and 13 change the process of approving a Final Plat from a Quasi-Judicial Type C Action to an administrative review and approval if the Preliminary Formal Plat was reviewed by the Planning Commission, Hearing Examiner, or City Council.
- Amendments 3 and 11 add site-specific Comprehensive Plan Map amendments to the Type C Table and add procedures for review and approval, facilitating greater public involvement.
- Amendment 4 restricts the proposal of any development application if there has been an issuance of a Notice and Order to correct a Land Use violation on the property and Amendment 5 increases the number of extensions of time that may be granted for the resubmittal of application.

- Amendments 6, 8, 9, and 10 update decision criteria language from “shall” to “may” for certain discretionary decisions by the Director.
- Amendments 14 and 15 update dimensional requirements by increasing hardscape for schools and reduce setbacks for development adjacent to high-capacity transit.
- Amendment 16, privately initiated, seeks to add density to larger single family lots and allow parking reductions if within one half mile of a light rail station.

Upon request for clarification, Mr. Szafran emphasized that because of the impact this amendment would cause, staff and the Planning Commission recommend that this topic be studied as part of the Housing Action Plan and not added to the Development Code amendments at this time. Nora Gierloff, Planning Manager, reiterated this recommendation and added that this should be considered in the context of the other options in the housing toolkit. Mayor Hall reminded Council that there has been a history of debate in the community about density bonuses in single family neighborhoods, so he is hoping that as the housing toolkit is evaluated, any density bonuses would require careful design and community amenity. He said his opinion is that allowing a second house on every large lot may actually decrease housing diversity.

- Amendment 17 proposes a new section establishing a threshold for building design improvements, 18 modifies tree replacement and site restoration requirements, and 19 moves the electric vehicle parking standards to a new parking table.

Deputy Mayor Scully said that he is concerned that Amendment 18 offers an unbridled alternative to the Director if replacement trees cannot be placed on site and questioned the fairness of this, saying he is inclined to remove the option for a reduction. Mr. Szafran said he will bring an explanation back to Council. Councilmember Roberts agreed with Deputy Mayor Scully’s observation and suggested changing the language from ‘or’ to ‘and’ to address the concern. Councilmember Roberts asked what the relationship is between this amendment and some of the amendments proposed by Save Shoreline Trees. Mr. Szafran said the amendments being proposed by Save Shoreline Trees will come to the Planning Commission and Council in 2021, so they have not been analyzed yet. Councilmember Roberts asked staff to provide a preliminary comparison of the proposed amendments and what is recommended by the Planning Commission as specifically related to this Amendment.

Councilmember Roberts and Mayor Hall expressed appreciation over the inclusion of electric vehicle charging standards.

- Amendment 20 provides a mechanism to require a ‘mid-block’ pedestrian connection when new development is fronting on two parallel rights-of-way.

Mayor Hall said he is excited about the possibilities this amendment will provide.

- Amendment 21 will exempt existing previously permitted stabilization measures from the City’s Critical Area code.

Additional clarifying information was requested regarding evaluation and permitting requirements for steep slopes. Mr. Szafran said he would involve a subject area expert to provide additional information prior to this Ordinance returning to Council.

Mr. Szafran said Ordinance No. 907 is scheduled for potential adoption on December 7, 2020.

Mayor Hall said this package of amendments includes a lot of good improvements and expressed appreciation for the work done by the Planning Commission and staff.

(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

John Norris, Assistant City Manager, delivered the staff presentation. Mr. Norris reviewed the timeline of the assumption since the original Interlocal Operating Agreement was signed in 2002. He described the rationale for delaying assumption and said with the culmination of litigation regarding the service area, staff proposes to move forward with the full assumption. Mr. Norris said Ordinance No. 912 sets the formal assumption date of April 30, 2021, confers upon the City Manager the authority to jointly file with Ronald Wastewater District a petition for dissolution of the District, and directs a continued, orderly transition of governance. He reviewed the next steps toward assumption should the Ordinance be adopted, as staff recommends.

Mayor Hall said this assumption has been a long time coming and expressed appreciation for the work Councilmembers McConnell and Roberts did as members of the coordination committee. Gratitude to the Ronald Wastewater Board of Commissioners was expressed and ways to commemorate the merger were discussed.

Councilmember McConnell thanked Mr. Norris and staff for all the work they did to support the Councilmembers on the coordination committee and asked if the Commissioners would have the option to be involved at some level. Mr. Norris reflected on the experience and input the City has gained from the Board of Commissioners while operating the Utility for the past several years, and said the transition plan includes the formation of a Wastewater Utility Advisory Committee, should the Commissioners be interested in continued involvement.

It was agreed that Ordinance No. 912 would return as a Consent Item.

10. ADJOURNMENT

At 9:01 p.m., Mayor Hall declared the meeting adjourned.

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Jessica Simulcik Smith, City Clerk

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

Monday, November 30, 2020  
5:30 p.m.

Held Remotely via Zoom

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

ABSENT: None.

STAFF: Debbie Tarry, City Manager; Jessica Simulcik Smith, City Clerk

GUESTS: Dick Cushing, Waldron

At 5:30 p.m. Mayor Hall called the Special Meeting to order. Upon roll call by the City Clerk, all Councilmembers were present.

At 5:32 p.m. Mayor Hall announced that Council would recess into an Executive Session for a period of 75 minutes as authorized by RCW 42.30.110(1)(g) to review the performance of a public employee. At 6:43 p.m., the Executive Session concluded.

At 6:43 p.m. Mayor Hall adjourned the meeting.

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Jessica Simulcik Smith, City Clerk

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

Monday, November 30, 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.

3. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, provided updates on COVID-19 restrictions and the resurgence in transmission and shared reports and information on various City meetings, projects and events.

4. COUNCIL REPORTS

Councilmember Chang attended a Special Meeting of the Regional Transit Committee and said Metro presented the results of what adding to the transit system would look like if equity is prioritized. She said clarity is still needed on the impacts of the scheduled cuts in service hours.

5. PUBLIC COMMENT

Jackie Kurle, Shoreline resident, expressed her concerns regarding the availability of emergency support for the Enhanced Shelter and questioned the expertise of the Shelter operator. She said there are broader concerns that have been unaddressed to date and that there are better ways to address the homelessness problem.

Diane Pfeil, Shoreline resident, said the neighborhood behind the Enhanced Shelter currently has little to no evidence of homelessness or drug use, so if the problem increases it will be because of the Shelter. She expressed concerns about the impacts on the surrounding community when the Shelter becomes full and there are people waiting to come in.

Nathan Pfeil, Shoreline resident, said he hopes the Council is paying attention to what is going on at the Red Lion Hotel in Renton and suggested they ask the Renton Council for feedback on their experiences in partnering with the County.

Nancy Pfeil, Shoreline resident, expressed dissatisfaction with the Council's decision making and priorities regarding the Enhanced Shelter and said little has been done to ensure the safe protection of Shelter residents and the surrounding community.

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 item was approved:**

**(a) Approving Minutes of Regular Meeting of November 16, 2020**

8. ACTION ITEMS

(a) Adopting Resolution No. 467 Committing to Building an Anti-Racist Community

Christina Arcidy, Management Analyst, delivered the staff presentation. Ms. Arcidy reviewed the community involvement in drafting this Resolution, sponsored by Councilmembers Roberts and Robertson, and said there have been no updates since it was presented as a Study Item and said staff recommends adoption of Resolution No. 467.

**Councilmember Robertson moved adoption of Resolution No. 467, Committing to Building an Anti-Racist Community. The motion was seconded by Councilmember Roberts.**

Councilmember Robertson expressed thanks to the community and staff who participated in the creation of the Resolution. Councilmember Roberts echoed her sentiments and urged support of the Resolution. He added that this Resolution will establish an ongoing commitment to work toward building an anti-racism community and spoke against racist actions, both historical and recent.

**The motion passed, unanimously, 7-0.**

(b) Adopting the 2021 State Legislative Priorities

Jim Hammond, Intergovernmental Program Manager, delivered the staff presentation. Mr. Hammond said based on Council direction, two modifications were made to the State Legislative Priorities. One modification adds a fourth Shoreline-Specific Priority to continue to pursue a pathway for State partnership in the future development of a Community and Aquatics Center; and the other inserts an item to the Legislative Issues the City Supports to "develop more

sustainable revenue sources that are less regressive and targeted toward high-earning individuals and corporations”.

**Councilmember Robertson moved to adopt the 2021 State Legislative Priorities. The motion was seconded by Deputy Mayor Scully, and passed unanimously, 7-0**

9. STUDY ITEMS

(a) Discussing 185th Subarea Phase 1 Report

Andrew Bauer, Senior Planner, delivered the staff presentation. Mr. Bauer said the 185<sup>th</sup> Street Station Subarea Plan established the vision for a pattern of compact growth around the future Shoreline North Light Rail Station. He stated that the adopting Ordinance requires an evaluation of the Plan prior to Phases 2 and 3 taking effect and requires that the progress of mitigation measures associated with the Planned Action Environmental Impact Study (EIS) be reported, and tonight’s update was prepared to meet those requirements.

Mr. Bauer displayed a map outlining the phased zoning areas of the 185<sup>th</sup> Subarea and said Phase 2 is scheduled for 2021. He showed a graph of new unit growth by year, as tracked by permit applications, for the previous five-year period, and gave a breakdown of the years filed and current permit statuses. He noted that 2020 growth has dropped, likely attributed to the pandemic.

Displaying a map of disbursement of development activity within the Subarea, Mr. Bauer noted that there has not yet been any development activity in the MUR-70 zone and listed the possible contributing factors behind this. He compared the projected vs. actual annual growth rates, concluding that actual growth is in line with projections. He shared an update on the permit status of townhomes and multifamily units both under review and approved. Mr. Bauer said most new townhome units are owner-occupied, comparable to the citywide trend. He described the five apartment developments captured in the reporting period and described the unit mix, noting that there are no three-bedroom units. He said unit mix and availability is being reviewed as part of the Housing Action Plan.

Mr. Bauer said there has been no new commercial development since the Subarea Plan has been adopted, and offered possible reasons for this, noting that a low demand was anticipated. Mr. Bauer reported that the review included looking at how the infrastructure is keeping pace with development, and said the utilities have sufficient capacity to serve growth, but upgrades are needed, and shared examples of the processes by which these improvements may happen.

Mr. Bauer displayed a map of the transportation and mobility improvements being completed by Sound Transit in and around the Light Rail Station and said the City’s completion of the 185<sup>th</sup> Street Multimodal Corridor Strategy is a huge milestone in enhancing the vision of the Subarea Plan, noting that success for the area hinges on complimenting land use and transportation visions. He stated that improvements to the Corridor are not funded at this time and rely on incremental improvements constructed on a development-by-development basis.

Mr. Bauer said the Parks, Recreation, and Open Spaces (PROS) Plan estimates a need for 43 acres of new parks and open spaces to serve the Subarea, displayed a map of the identified areas, and stated that planning and acquisition efforts are underway.

Mr. Bauer summarized that Subarea growth is tracking with Subarea Plan assumptions, and capital investments are keeping pace. He recognized that there are always areas for improvement and reminded Council that it is still early in this long-range Plan. He summarized the potential future work program items identified, based on early trends.

There was discussion about the lack of construction in the MUR-70 zone, and levels of concern varied among Councilmembers. Deputy Mayor Scully and Councilmember Chang encouraged staff to look at the development in the Mountlake Terrace Station area as a comparison and to study methods to encourage development. Both Councilmembers McGlashan and Roberts said they think development in the MUR-70 zone will come eventually. It was pointed out that it might be worthwhile to review road classifications in the MUR-70 zones to support future volume. Mayor Hall expressed concern about the lack of permit activity in the MUR-70 zone and suggested that the Planning Commission look for ways to encourage development. He added that he thinks it might be worthwhile to revisit the prohibition on charging for parking separate from rent in the MUR-70 zones, and to look at expanding and extending the Multi Family Tax Exemption (MFTE) program. Councilmembers Chang and Roberts expressed interest in learning if there has been any feedback on why development is not happening in the MUR-70 zone to aid in proactively assessing potential issues. Councilmember McConnell said she would like to hear historical comparisons on when development occurred around Light Rail Station areas in other places.

Councilmember Roberts raised questions around sidewalk construction in these areas, and said walkable neighborhoods are best served by a complete network. He suggested considering processes in which to get sidewalks finished out as part of new development requirements. Mayor Hall commented that while he likes the idea of investing in infrastructure to attract quality development, this might be an inefficient use of funds since new construction often results in tearing up whatever sidewalk is there.

In discussing the value of development incentives, Councilmember Roberts said the real question is what kind of expectations are being placed on developers while considering both the public good and the associated costs. He said he thinks efficient construction and use of space should be encouraged to keep housing prices down. Deputy Mayor Scully agreed that the focus should be on planning and infrastructure, rather than trying to move the market needle as he does not think there is enough the City can give that would make a significant change to justify what would have to be sacrificed. He said if there are roadblocks to property aggregation, they need to be evaluated. Mayor Hall agreed that the current system of incentives can seem upside down, and that if the goal is transit-oriented development that uses the space around stations efficiently, it might make more sense to have stricter requirements for smaller/low density buildings and greater incentives to reward taller buildings.



Councilmember McGlashan said it is nice to see the work of so many years coming to fruition but he would like to have a more in-depth discussion about opening Phases 2 and 3 of the Subarea Plan at the same time to meet development demand.

It was agreed that the Council Strategic Planning Workshop would be an appropriate time for continued study and discussion of the Subarea Plan.

- (b) Discussing the Addendum to the Feasibility Study for Transfer of Development Rights and the Landscape Conservation and Local Infrastructure Program (LCLIP) in Shoreline

Steve Szafran, Senior Planner, delivered the staff presentation and welcomed Moran Shook, of ECONorthwest and Nick Bratton, of Forterra; and said Michael Murphy, Transfer of Development Rights Program Manager with King County, was available for questions. He said based on Council direction, the consultants created three development scenarios that use proposed incentives to place Transfer of Development Rights (TDR) credits in different zones in the City to take advantage of the LCLIP Program.

Mr. Bratton described the TDR program as a voluntary, market based real estate tool that encourages growth where it is desired and conserves farms and forests that are important to the region's health. He explained that LCLIP adds a form of tax increment financing to the TDR program, creating a financial incentive. He specified the types of improvements the revenue can pay for and shared a graph of how LCLIP grows revenue over time. He displayed a map of the study area and said findings indicate LCLIP can work in Shoreline, and recommended the City maximize the benefits of the program by committing to using its full allocation of TDR credits if it chooses to adopt LCLIP.

Mr. Bratton said the addendum being presented tonight responds to the Council's feedback indicating that they would like to: consider a wider range of scenarios; focus on fewer incentives; and be presented with examples of construction types, development patterns, and an illustration of TDR credit use in new construction. He described the factors included in refining the updated scenarios.

Mr. Shook shared details and specifics on the three development scenarios categorized as Light Rail Station area emphasis, expanded geographic emphasis, and full utilization with a broad program use over multiple zones.

Mr. Bratton listed the consultant recommendations of creating an effective TDR incentive structure, starting LCLIP before the Light Rail Stations open, and establishing an implementation strategy. Mr. Szafran said should Council wish to proceed, next steps would include directing staff to draft Development Code amendments to create a TDR mechanism, draft a LCLIP adoption ordinance, and discuss interlocal agreements with King County.

Councilmember Robertson said she had a hard time trying to identify a downside to this program, and initially she is interested in the full utilization option but is looking forward to hearing all points offered.

There was in-depth discussion on the incentives to be offered, since some incentives seem to make it easier to build without using them. Mayor Hall asked that the Planning Commission and staff look closely at ways to structure the program so that underutilizing developable land near a station area in the MUR-70 zone means you have to provide greater public benefit to compensate. Councilmember Roberts said LCLIP is a fantastic program in many ways, but he is not excited about moving forward because he does not see how the TDR program incentivizes the most efficient use of the land. He suggested re-evaluating the ways developer agreements are implemented and looking at parking reduction requirements.

Councilmember McGlashan said there is a lot to think about. He asked about the process for updating the Development Code regulations to align with the incentives being offered through LCLIP. Mr. Szafran said restructuring the development agreement approval process, if an applicant took advantage of buying TDR credits, could be presented as an incentive, and would be brought forward as a development code amendment.

Councilmember McGlashan confirmed the ways in which funds from the credits can be spent in the Local Infrastructure Project Area (LIPA). He asked what the difference is between the three Areas shown on the LIPA map. Mr. Bratton said they would all be part of the program if the City chose full utilization of the program and said the only requirement would be that each of the areas needs to have some use of TDR and investment in infrastructure. Councilmember McGlashan said at this point he supports moving forward with full utilization in order to save forest and farm land.

Deputy Mayor Scully said he is in full support of pursuing the broadest program possible. He explained that density requirements are far lower in rural areas, and landowners are really fighting to economically justify keeping their land as farm or forest. He summarized that in looking specifically at the impacts of the program in Shoreline, the cost is that the City has to give up something. He agreed that he does not see a downside to it either, since none of the proposed incentives would be a disservice to the City. He said that spreading this throughout the City in allowable zones would be his preference.

There was conversation centered on the MFTE incentive, and Deputy Mayor Scully said he will only support it if it can be shown that it supports a net revenue gain for Shoreline, and Mayor Hall agreed that it would be helpful to see the economics of it. Councilmember Roberts said he thinks MFTE works well for creating affordable housing and he is not certain if adding a new component to it makes sense.

Councilmember Chang asked if LCLIP would detract or prevent some of the affordable housing requirements that Council wanted to see in the Station Areas from happening. Mr. Szafran said the new incentives proposed around the sale of TDR credits would be in addition to those already offered in the code. Councilmember Chang said she would rather see clustering of tall buildings, rather than spread out.

The Councilmembers discussed the impacts of determining a number of TDR credits to be committed to, and Mr. Bratton said it is most practical to pick a number and stick with it.

Councilmember McConnell asked what the result would be if the City decided it wanted to reduce utilization down the road. Mr. Bratton said the factors that drive the amount of revenue the City can expect are the amount of growth, the geography, and the number of TDR credits committed to. Mr. Bratton said once a City commits to a target amount of credits you can add to it, but not reduce it, and he explained the targeted milestones in the timeline. He confirmed that there is no cost to the City should it fail to meet any of its placement obligation, just lost of the ability to collect future revenues.

Mayor Hall said he is in favor of moving forward and feels the greatest cost/benefit would be in full utilization. He underscored the possibility of lack of interest in the program dependent on the incentives offered.

Councilmember Roberts said his preference is for the development code amendments related to MUR-70 to be presented as a comprehensive package. Mayor Hall agreed that hearing how it all fits together will be valuable.

Ms. Tarry summarized that there is overall Council direction to move forward with next steps, and that there is a preference for investing in reviewing the incentives in order to look at the program holistically.

10. ADJOURNMENT

At 9:10 p.m., Mayor Hall declared the meeting adjourned.

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Jessica Simulcik Smith, City Clerk

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

<b>AGENDA TITLE:</b>	Approval of Expenses and Payroll as of November 27, 2020
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Sara S. Lane, Administrative Services Director

**EXECUTIVE / COUNCIL SUMMARY**

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

**RECOMMENDATION**

Motion: I move to approve Payroll and Claims in the amount of \$6,683,758.41 specified in the following detail:

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
10/18/20-10/31/20	11/6/2020	94054-94258	17147-17157	81027-81032	\$709,356.14
11/1/20-11/14/20	11/20/2020	94259-94460	17158-17167	81158-81165	\$914,500.46
					<u>\$1,623,856.60</u>

**\*Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
11/22/2020	1170	\$40,880.61
		<u>\$40,880.61</u>

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
11/8/2020	80987	81000	\$331,297.38
11/8/2020	81001	81001	\$40.00
11/8/2020	81002	81003	\$36,500.00
11/8/2020	81004	81007	\$54,689.09
11/8/2020	81008	81026	\$219,209.14

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
11/15/2020	81033	81054	\$526,281.96
11/15/2020	81055	81060	\$118,890.00
11/15/2020	81061	81070	\$1,871,358.22
11/15/2020	81071	81088	\$15,185.74
11/17/2020	81089	81089	\$389.02
11/17/2020	81090	81090	\$74,166.27
11/22/2020	81091	81100	\$81,405.19
11/22/2020	81101	81112	\$183,681.57
11/22/2020	81113	81117	\$274,172.17
11/22/2020	81118	81118	\$12.00
11/22/2020	81119	81120	\$40,000.00
11/22/2020	81121	81152	\$1,156,422.27
11/22/2020	81153	81157	\$35,321.18
			<u>\$5,019,021.20</u>

Approved By: City Manager **DT**

City Attorney **MK**

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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute a Right-of-Way Vacation Agreement with Sound Transit for Vacation of a Portion of 7 <sup>th</sup> Avenue NE and for the Intergovernmental Transfer of Portions of 7 <sup>th</sup> Avenue NE and NE 185 <sup>th</sup> Street
<b>DEPARTMENT:</b>	City Manager’s Office
<b>PRESENTED BY:</b>	Juniper Nammi, Light Rail Project Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Sound Transit, in order to acquire all the property rights needed for the Shoreline North/185<sup>th</sup> Station site, petitioned to vacate 7<sup>th</sup> Avenue NE and a triangular portion of the north side of NE 185<sup>th</sup> Street. Council approved Ordinance No. 875 – Vacation of a Portion of the Rights-of-Way on 7<sup>th</sup> Avenue NE, and Resolution No. 453 – Intergovernmental Transfer of Property at 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street to Sound Transit for the Purpose of Light Rail Station/System Construction on March 16, 2020. The City requires compensation for the areas of City ROW to be vacated and transferred. December 31, 2020 was set as the deadline in both Ordinance No. 875 and Resolution No. 453 for execution of a Property Agreement to allow for in-kind trade of property in lieu of cash compensation.

The proposed Right-of-Way Vacation Agreement (ROW Agreement) with Sound Transit (Attachment A) would provide fair market value compensation for these property rights in the form of a property exchange to meet the Property Agreement requirement of both Ord. No. 875 and Res. No. 453. Sound Transit would transfer to the City certain parcels over properties that were acquired in connection with its development of the Project that exceed the transit related needs after construction is completed and can be disposed of as excess property. Additionally, a portion of the compensation would be in the form of easement rights over property Sound Transit cannot dispose of, but where they do not need full use of the ground surface under the elevated guideway.

The ROW Agreement lays out the process by which Sound Transit will guarantee the future transfer of these properties and easements as compensation through deposit of the initially appraised value of the City’s property in an escrow account. A balance ledger will be kept documenting the property and value of land and/or easements transferred by the City to Sound Transit and transferred by Sound Transit to the City. Reappraisal of the properties at the time of finalizing the property transfers will ensure that fair market value is still provided.

By this agreement mechanism, the City and Sound Transit can directly trade properties that each need for their respective projects. The City will be receiving properties or easements along the light rail corridor on which the east end of the 148<sup>th</sup> Street non-motorized bridge can terminate, segments of the Trail Along the Rail will be built, and future street connections can be completed in conjunction with redevelopment.

Council discussion of the draft agreement was originally held with the City Council on March 2, 2020. Tonight, Council is scheduled to authorize City Manager execution of the proposed ROW Agreement.

**RESOURCE/FINANCIAL IMPACT:**

The 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street City ROW property is appraised at approximately \$30.087 per square foot, for a total value of the street vacation area and area of intergovernmental property transfer of approximately \$742,787.86. Through the proposed ROW Agreement, Sound Transit would convey portions of property, acquired for the LLE Project but determined to be surplus after completion, of equivalent fair market value to the City. Sound Transit would also convey easements for multimodal transportation projects over parcels that are not surplus. Sound Transit would deposit the appraised amount in escrow following execution of this ROW Agreement to be held until the final property deed is recorded at the end of the project to transfer ownership to the City.

The Sound Transit property interests proposed for exchange would be used for multimodal transportation projects such as the 148<sup>th</sup> Street Non-motorized Bridge, the Trail Along the Rail, or new local street end connections within the light rail station areas depending on their location. The operations and maintenance costs for the area of Sound Transit property is roughly equivalent to those costs for the City ROW to be transferred to Sound Transit. Any additional costs for future City improvements in these areas have been or will be considered through the City's Capital Improvement Plan authorizing those projects or will be covered by adjacent redevelopment.

**RECOMMENDATION**

Staff recommends that City Council authorize the City Manager to execute the Right-of-Way Vacation Agreement (Contract No. 9627) with Sound Transit to facilitate compensation for portions of 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street that are the subject of Ordinance No. 875 for Street Vacation and Resolution No. 453 for Intergovernmental Property Transfer.

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

## **BACKGROUND**

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

Adoption of both [Ordinance No. 875 - Vacation of a Portion of the Rights-of-Way on 7<sup>th</sup> Avenue NE](#) and [Resolution No. 453 - Intergovernmental Transfer of Property at 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street to Sound Transit](#) for the Purpose of Light Rail Station and System Construction on March 16, 2020, authorized conveyance of the property that Sound Transit is seeking. The staff reports for the adoption of these actions can be found at the following links:

- [Adopting Ordinance No. 875 - Vacation of a Portion of the Rights-of-Way on 7<sup>th</sup> Avenue NE](#)
- [Adopting Resolution No. 453 - Intergovernmental Transfer of Property at 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street to Sound Transit for the Purpose of Light Rail Station and System Construction](#)

Compensation for this property is required and the City is seeking exchange in kind of property that Sound Transit owns that the City would like to use for multi-modal transportation purposes. Council discussion of a draft property exchange agreement was held with the City Council on March 2, 2020, with the original hearing and discussion for the Resolution No. 453 and Ordinance No. 875. The March 2, 2020 staff reports can be found online at:

- [Discussing Ordinance No. 875 – Vacation a Portion of the Rights-of-way on 7<sup>th</sup> Avenue NE and Property Exchange Agreement](#)
- [Public Hearing on Resolution No. 453 - Intergovernmental Transfer of Property at 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street to Sound Transit for the Purpose of Light Rail Station and System Construction](#)

Sound Transit requested additional time to undertake their property surplus process to ensure that the properties proposed as compensation could be used in this manner. A deadline of December 31, 2020 was set in both actions for execution of a property exchange agreement in lieu of cash compensation to allow for this process to occur.

## **DISCUSSION**

The proposed Right-of-Way Vacation Agreement (ROW Agreement) with Sound Transit (Attachment A) would provide fair market value compensation for these property rights in the form of property exchange. Sound Transit would transfer to the City certain parcels of equal fair market value that were acquired in connection with its development of the Project and that will be determined surplus after construction of the LLE Project is completed. Additionally, where the parcels cannot be transferred in full, an easement



would be granted to allow for City multimodal transportation project and associated public amenities to be constructed.

When this agreement was originally presented to Council, staff from both Sound Transit and the City believed that full fee title conveyance of the proposed compensation parcels would be possible. Through the Sound Transit surplus property process, they determined that the portions of the parcels the City is interested in east of their guideway infrastructure can be designated as excess and conveyed to the City in fee. However, Sound Transit also determined that the portions of the parcels over which the elevated guideway and related infrastructure will be constructed cannot be transferred in fee to the City. Sound Transit is proposing to grant a custom easement within the guideway's transit way area as part of the compensation package. The proposed easement would be site specific and would be somewhat similar to a ROW dedication where the City could build multimodal transportation infrastructure and would be responsible for operations, maintenance, and security in this area.

The ROW Agreement lays out the process by which Sound Transit will guarantee the future transfer of these properties/easements as compensation through deposit of the initially appraised value in an escrow account. A balance ledger will be kept documenting the property and value of land or easements transferred by the City to Sound Transit and transferred by Sound Transit to the City. Reappraisal of the properties at the time of finalizing the property transfers will ensure that fair market value is still provided.

By this agreement mechanism, the City and Sound Transit can directly trade properties or easement rights that each need for their respective projects. The City will be receiving properties and an easement along the light rail corridor on which the east end of the 148<sup>th</sup> Street non-motorized bridge can terminate, segments of the Trail Along the Rail will be built, and future street connections can be completed in conjunction with redevelopment.

SMC 12.17.030 requires that if the area to be vacated has been part of a dedicated public right-of-way for 25 years or more, then the amount of compensation shall equal the full appraised value of the area to be vacated. Sound Transit completed an appraisal of the full City ROW area of 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street needed for the Shoreline North/185<sup>th</sup> Station area. Based on this appraisal, the initially estimated area of 24,429 square feet (including area of fee transfer and street vacation) was valued at \$735,000, which is approximately \$30.087 per square foot. Based on the final surveys, the areas of property transfer (24,068 square feet) and street vacation (620 square feet) total 24,688 square feet. This slight increase is due to a correction made in the southern limit of the area to be transferred under Resolution No. 453. At approximately \$30.087 per square foot, the total value of both areas is approximately \$742,787.86.

The City ROW to be conveyed in fee to Sound Transit per Resolution No. 453 is encumbered by a deed restriction applied by WSDOT when this property was deeded to King County. WSDOT has agreed to release this deed restriction based on City staff covenanting that property received as compensation of equal fair market value will have the same deed restriction applied. This covenant between WSDOT and the City is included as Exhibit G to the ROW Agreement.

Sound Transit's Board Expansion Committee is scheduled to approve this ROW Agreement on December 10<sup>th</sup>, and then it will go to the full Sound Transit Board for authorization on December 17<sup>th</sup>. Electronic routing for execution can follow quickly to meet the December 31<sup>st</sup> deadline.

If this ROW Agreement is not executed by December 31, 2020, then Sound Transit will be required to pay cash compensation for the City ROW properties to be transferred by January 31, 2021. The City would then need to pursue other options for securing the property rights needed for the 148<sup>th</sup> Street bridge and the 3<sup>rd</sup> Ave NE street connection. The Trail Along the Rail segment in this area must be built by Sound Transit and ROW dedication for these alternate sidewalk improvements is a condition of the permit.

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

Authorization of this ROW Agreement with Sound Transit would support the 2020 -2022 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline, Action Steps #5, #6, and #7* by securing property rights needed by Sound Transit for their light rail station and those needed by the City for portions of the Trail along the Rail and the 148<sup>th</sup> Street Non-Motorized Bridge projects.

### **RESOURCE/FINANCIAL IMPACT**

The 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street City ROW property is appraised at approximately \$30.087 per square foot, for a total value of the street vacation area and area of intergovernmental property transfer of approximately \$742,787.86. Through the proposed ROW Agreement, Sound Transit would convey portions of property, acquired for the LLE Project but determined to be surplus after completion, of equivalent fair market value to the City. Sound Transit would also convey easements for multimodal transportation projects over parcels that are not surplus. Sound Transit would deposit the appraised amount in escrow following execution of this ROW Agreement to be held until the final property deed is recorded at the end of the project to transfer ownership to the City.

The Sound Transit property interests proposed for exchange would be used for multimodal transportation projects such as the 148<sup>th</sup> Street Non-motorized Bridge, the Trail Along the Rail, or new local street end connections within the light rail station areas depending on their location. The operations and maintenance costs for the area of Sound Transit property is roughly equivalent to those costs for the City ROW to be transferred to Sound Transit. Any additional costs for future City improvements in these areas have been or will be considered through the City's Capital Improvement Plan authorizing those projects or will be covered by adjacent redevelopment.

### **RECOMMENDATION**

Staff recommends that City Council authorize the City Manager to execute the Right-of-Way Vacation Agreement (Contract No. 9627) with Sound Transit to facilitate compensation for portions of 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street that are the subject of Ordinance No. 875 for Street Vacation and Resolution No. 453 for Intergovernmental Property Transfer.

**ATTACHMENTS**

Attachment A – Right-of-Way Vacation Agreement with Sound Transit

**RIGHT-OF-WAY VACATION AGREEMENT****GA 0300-19/City Receiving #9627**

This Right-of-Way Vacation Agreement (this “Agreement”) is made and entered into as of the date of the last signature set forth below, by and between the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington (“Sound Transit”), and the City of Shoreline, a Washington municipal corporation (the “City”), each of which is referred to herein individually as a “Party” and collectively as the “Parties.”

**Recitals**

A. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 Revised Code of Washington (“RCW”) with all the powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the power to acquire and dispose of real property for such purposes.

B. The City is a non-charter optional municipal code city organized pursuant to chapter 35A RCW and incorporated under the laws of the State of Washington with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.

C. Sound Transit is in the process of developing its Lynnwood Link Extension light rail project (the “Project”), which will extend Sound Transit’s high capacity transit system to Lynnwood, Washington. Portions of the Project will be constructed and operated within the City’s boundaries, including two light rail stations serving residents of Shoreline and the surrounding communities.

D. One of the light rail stations will be located at 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street (the “Shoreline North/185th Station”) and will occupy a section of 7<sup>th</sup> Avenue NE north of NE 185<sup>th</sup> Street, and a triangular area of NE 185<sup>th</sup> Street between Interstate 5 and 8<sup>th</sup> Avenue NE. Portions of these two rights-of-way are subject to public easements and other portions comprise land the City owns in fee.

E. The City, through both pre- and post-incorporation actions, has been dedicated public right-of-way easements as well as fee simple ownership of lands that serve as public rights-of-way. Specifically, after the completion of Interstate 5, in 1986 the State of Washington quit claimed surplus land to King County in fee for road purposes which, by operation of law, was transferred to the City upon incorporation as provided in RCW 35.02.180. This 1986 deed contains a restriction that the property is for road purposes and that all revenue resulting from any vacation or sale be used exclusively for road purposes.

F. In order to accommodate the development and operation of the Shoreline North/185th Station, Sound Transit petitioned to vacate certain public rights-of-way pursuant to Shoreline Municipal Code (“SMC”) Ch. 12.17 and RCW Ch. 35.79 and seeks to acquire other rights-of-way that the City owns in fee pursuant to Chapter 39.33 RCW (collectively “City ROW”). The City ROW is described on Exhibit A-1 hereto and depicted on Exhibit A-2 hereto. Sound Transit’s Street Vacation Petition No. PLN19-0154 was recommended for City Council approval by the

City of Shoreline Hearing Examiner on October 23, 2019. The City Council, pursuant to RCW 39.33.020, held a public hearing on March 2, 2020 and considered the Hearing Examiner's recommendation. Ordinance No. 875 and Resolution No. 453 vacated the City ROW and directed actions to be taken to complete conveyance.

G. On March 16, 2020, with the passage of Ordinance 875 the Shoreline City Council authorized vacation of certain City ROW to Sound Transit. On March 16, 2020, with the adoption of Resolution 453 the Shoreline City Council agreed to an intergovernmental transfer of right-of-way property owned in fee to Sound Transit. Both of these actions were conditioned upon Sound Transit entering into a "Property Agreement" with the City to provide for just compensation of the right-of-way. For the purpose of Ordinance 875 and Resolution 453, this Right-of-Way Vacation Agreement is the required Property Agreement.

H. Sound Transit has acquired or will acquire certain parcels of private property in connection with its development of the Project (the "ST Property"). The ST Property is described on Exhibit C-1 hereto and depicted on Exhibit C-2 hereto. Portions of the ST Property, upon completion of Sound Transit's development and construction activities thereon, will exceed Sound Transit's transit-related needs (the "Excess ST Property"). At such time, Sound Transit will declare the Excess ST Property as surplus as set forth in Sound Transit's *Real Property Excess, Surplus, and Disposition Policy* (Attachment A to Sound Transit Resolution R2013-30), and to seek instructions for disposition of such surplus property from the Federal Transit Authority ("FTA").

I. The City is interested in acquiring the Excess ST Property to develop multimodal transportation infrastructure for the benefit of the public (the "City Project"). A conceptual rendering of the City Project is attached hereto as Exhibit D. Subject to declaration of the ST Property as surplus and all other necessary approvals as set forth in Section 9, below, Sound Transit is willing to convey the Excess ST Property to the City in accordance with the terms of this Agreement, and as also described in the *Funding and Intergovernmental Cooperative Agreement Between the Central Puget Sound Regional Transit Authority and the City of Shoreline for the Lynnwood Link Light Rail Transit Project* (City Receiving No. 9047) Sections I.1.1 & 1.2 and consistent with Special Use Permit #18-0140 Condition #L.1.j-k. Sound Transit's willingness to convey the Excess ST Property to the City is expressly in reliance on the City's commitment to develop and maintain the City Project substantially as depicted on Exhibit D.

J. The City is likewise interested in acquiring an easement interest over portions of the ST Property adjacent to the Excess ST Property in connection with its development of the City Project. Subject to all necessary approvals, Sound Transit is willing to convey such easement interest to the City in accordance with the terms of this Agreement.

K. The Excess ST Property and the easement interest referenced above (the "Easement") are depicted in Exhibit E hereto, and are collectively referred to herein as the "ST Property Interests." The Parties understand and agree that the area of the Easement and the Excess ST Property shall be substantially as depicted on Exhibit E, but that the exact dimensions and legal descriptions of same shall be subject to further refinement and agreement.

L. It is the Parties' intent that Sound Transit's conveyance of the ST Property Interests to the City shall be compensation to the City, in whole or in part, for the vacation and transfer of fee title

of the City ROW to Sound Transit (collectively, the “conveyances”). The purpose of this Agreement is to set forth the terms under which the Parties will undertake the conveyances, including by establishing a process to determine the fair market value of the ST Property Interests and City ROW and by creating a ledger to track the conveyances and the fair market value thereof.

M. The Parties understand and acknowledge that the overall fair market value of the ST Property Interests may exceed the overall fair market value of the City ROW or vice versa. The Parties intend to make up any difference between the overall fair market value of the respective property to be conveyed by making or accepting, as the case may be, a monetary payment.

### **Agreement**

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

1. Conveyance of City ROW. Upon the effective date of Ordinance No. 875, Sound Transit’s street vacation petition, PLN19-0154, and conditioned upon compliance with all of the terms of SMC Ch. 12.17 and RCW Ch. 35.79, the City agrees to vacate the City ROW. Upon the effective date of Resolution No. 453, the City agrees to quit claim City ROW in fee title to Sound Transit conditioned upon compliance with all of the terms of RCW Ch. 39.33. Said vacation and quit claim shall be in accordance with the terms of this Agreement.
2. Conveyance of ST Property Interests. On completion of Sound Transit’s development and construction activities on the ST Property, and contingent upon obtaining all necessary approvals as set forth in Section 9, below, Sound Transit agrees to convey the ST Property Interests to the City in accordance with the terms and conditions of this Agreement. The area of the ST Property Interests shall be as substantially depicted on Exhibit E; provided that the exact dimensions and legal descriptions of same shall be subject to further refinement and agreement; and further provided that such dimensions and descriptions shall not materially deviate from Exhibit E.
3. Creation of Ledger. The Parties shall establish a ledger to track any and all exchanges of value pertaining to the conveyances contemplated herein (the “Ledger”), the form of which is contained in Exhibit F to this Agreement. Except as otherwise set forth herein, for each transaction in which a Party is conveying a property interest, in lieu of receiving a monetary payment, that Party shall receive a credit in the Ledger in the amount of the fair market value of such property interest, as follows:
  - 3.1. For the City’s conveyance of City ROW to Sound Transit, the City shall receive a credit in the amount of the fair market value of the City ROW as set forth in Ordinance No. 875 and Resolution No. 453.
  - 3.2. For each transaction in which Sound Transit conveys a portion of the ST Property Interests to the City, Sound Transit shall receive a credit in the amount of the fair market value of such property interest.
4. Valuation. The fair market value of any property interest subject to this Agreement shall be determined in accordance with this Section 4.

#### 4.1 Valuation of City ROW.

4.1.1 Sound Transit selected a qualified appraiser to provide an opinion of the fair market value of the City ROW as of the approximate date of the City Council's passage of Resolution No. 453 and Ordinance No. 875 in the form of a written appraisal report.

4.1.2 Sound Transit's appraisal shall form the basis of its valuation of the City ROW for purposes of the escrow deposit contemplated in Section 11.1, below. The City shall select a qualified review appraiser to review and approve each appraisal report. If, after review, the City is in agreement with the fair market value of the parcel as set forth in the Sound Transit's appraisal report, the Parties shall close the transaction in accordance with the terms of this Agreement.

4.1.3 If the City disagrees with Sound Transit's appraisal of fair market value of any parcel or portion thereof, the City shall select a qualified appraiser to prepare a written appraisal report of the subject parcel, based on the same scope of work as Sound Transit's appraisal.

4.1.4 The City shall submit its appraisal to Sound Transit for review. Upon such submission, the Parties shall negotiate in good faith to come to an agreement as to the fair market value of the subject parcel. If the Parties reach agreement, they shall close on the subject parcel in accordance with the terms of this Agreement.

4.1.5 If the Parties are unable to agree on fair market value within thirty (30) calendar days after the City submits its appraisal to Sound Transit, the Parties shall mutually select a third appraiser to conduct an independent analysis of the fair market value of the subject parcel, based on the same scope of work as the Sound Transit appraisal. The third appraiser shall be selected not later than forty-five (45) calendar days after the City submits its appraisal to Sound Transit. If the Parties are unable to agree on the third appraiser, she/he shall be selected by the Parties' respective appraisers, whose selection shall be final.

4.1.6 The fair market value determined by the independent appraiser shall be final and binding on the Parties, who shall close on such parcel in accordance with the terms of this Agreement. Provided, however, that if the value determined by the independent appraiser is higher than either of the amounts previously determined by Sound Transit or the City, the subject parcel will be valued at the amount of the higher of the Sound Transit or the City determination of value; and if the value determined by the independent appraiser is lower than either of the amounts previously determined by Sound Transit or the City, the subject parcel will be valued at the amount of the lower of the Sound Transit or the City determination of value.

4.1.7 SMC 12.17.020(E) and as conditioned by the City of Shoreline Hearing Examiner, require that a fair market appraisal be completed prior to vacation of the City ROW to determine compensation. Ordinance 875 determined compensation to be \$18,653.94 and Resolution 453 determined compensation to be \$724,133.92, for a total of \$742,787.86. This amount shall be utilized for the purposes of this Agreement.

4.1.8 Sound Transit shall perform an updated appraisal of the City ROW as of the approximate date of the conveyance of the ST Property Interests to the City. Upon completion of such updated appraisal, the Parties shall follow the process described in Subsections 4.1.2 through

4.1.6, above to determine the updated fair market value of the City ROW. In the event the updated fair market value of the City ROW exceeds the original fair market value as determined in accordance with this Section 4.1, the City shall receive additional credits in the Ledger in the amount of such excess. In the event the updated fair market value of the City ROW is less than the original fair market value as determined in accordance with this Section 4.1, the City's credits in the Ledger shall be reduced in the amount of such difference.

#### 4.2 Valuation of ST Property.

4.2.1 The City shall select a qualified appraiser to provide an opinion of the fair market value of each portion of the ST Property Interests as of the approximate date of the conveyance of such ST Property Interests in the form of a written appraisal report. The valuation date for purposes of such appraisal report shall be the same as the valuation date for the updated City ROW appraisal report described in Subsection 4.1.8, above.

4.2.2 The City's appraisal shall form the basis of its valuation of the subject interest for purposes of the transactions contemplated herein. Sound Transit shall select a qualified review appraiser to review and approve each appraisal report. If, after review, Sound Transit is in agreement with the fair market value of the subject interest as set forth in the City's appraisal report, the Parties shall close the transaction in accordance with the terms of this Agreement.

4.2.3 If Sound Transit disagrees with the City's appraisal of the fair market value of any portion of the ST Property Interests, Sound Transit shall select a qualified appraiser to prepare a written appraisal report of the subject interest, based on the same scope of work as the City's appraisal.

4.2.4 Sound Transit shall submit its appraisal to the City for review. Upon such submission, the Parties shall negotiate in good faith to come to an agreement as to the fair market value of the subject interest. If the Parties reach agreement, they shall close on the subject parcel in accordance with the terms of this Agreement, subject to Section 9 and 11.

4.2.5 If the Parties are unable to agree on fair market value within thirty (30) calendar days after Sound Transit submits its appraisal to the City, the Parties shall mutually select a third appraiser to conduct an independent analysis of the fair market value of the subject interest, based on the same scope of work as the City's appraisal. The third appraiser shall be selected not later than forty-five (45) calendar days after Sound Transit submits its appraisal to the City. If the Parties are unable to agree on the third appraiser, she/he shall be selected by the Parties' respective appraisers, whose selection shall be final.

4.2.6 The fair market value determined by the independent appraiser shall be final and binding on the Parties, who shall, upon completion of Sound Transit's development and construction activities on the subject interest, close on such property interest in accordance with the terms of this Agreement, subject to Sections 9 and 11. Provided, however, that if the value determined by the independent appraiser is higher than either of the amounts previously determined by Sound Transit or the City, the subject interest will be valued at the amount of the higher of the Sound Transit or the City determination of value; and if the value determined by the independent appraiser is lower than either of the amounts previously determined by Sound Transit



or the City, the subject parcel will be valued at the amount of the lower of the Sound Transit or the City determination of value.

4.3 All appraisals contemplated hereunder shall be performed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and 49 CFR Part 24.103. The intended users of all appraisals described in this Agreement shall be both the City and Sound Transit.

4.4 All appraisals contemplated hereunder shall employ “across the fence” methodology — *i.e.*, based on a comparison to abutting land — with no premium given to the extent the subject property is part of an established corridor. To the extent the appraisal concerns property separated from a larger parcel acquired by Sound Transit, the appraisal shall disregard such separation and shall value the subject property as though it contained the same physical, legal, and economic attributes as the parcel originally acquired by Sound Transit.

## 5. Rights of Entry.

5.1 City ROW. Prior to conveyance and upon request by Sound Transit, the City shall provide Sound Transit with a right of entry agreement in order for Sound Transit to conduct investigations of each parcel of the City ROW, including without limitation for surveying, performing environmental site assessments, investigating the structural condition of any improvements, investigating soils conditions, sensitive areas, and wetlands, and performing any and all other inspections pertaining to matters affecting the subject parcel for Sound Transit’s intended use. Each Party agrees that in conducting its investigation, it will handle any hazardous substances with due care. Each party will be responsible for cleanup of any material that that party causes to be spilled or released into the environment in the course of its investigation. Otherwise, the Parties agree that the party conducting the investigation will not be a responsible party for that property solely on the basis of having conducted the investigation. The Parties shall negotiate a mutually agreeable right of entry agreement, which shall be issued within thirty (30) calendar days of the request.

5.2 ST Property. Prior to conveyance and upon request by the City, Sound Transit shall provide the City with a right of entry agreement in order for the City to conduct investigations of the subject parcel, including without limitation for surveying, performing environmental site assessments, investigating the structural condition of any improvements, investigating soils conditions, sensitive areas, and wetlands, and performing any and all other inspections pertaining to matters affecting the subject parcel for the City’s intended use. Each Party agrees that in conducting its investigation, it will handle any hazardous substances with due care. Each Party will be responsible for cleanup of any material that that party causes to be spilled or released into the environment in the course of its investigation. Otherwise, the Parties agree that the Party conducting the investigation will not be a responsible party for that property solely on the basis of having conducted the investigation. The Parties shall negotiate a mutually agreeable right of entry agreement, which shall be issued within thirty (30) calendar days of the request.

6. Documents. Within thirty (30) calendar days after request by either Party, the other Party shall provide the following: copies of any and all documents containing material information regarding any given parcel of property that are in the Party’s actual possession, including without

limitation Phase I and II environmental reports, existing surveys, title materials, engineering and environmental studies, and any other existing studies and reports pertaining to such parcel.

7. Condition of Exchange Properties.

7.1 Sound Transit is acquiring the City ROW solely in reliance on Sound Transit's own investigation, inspection and testing thereof, and except for the express representations and warranties contained in this Agreement, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the City ROW or its fitness, condition or suitability for any use or purpose, including without limitation the environmental condition of the City ROW, have been made by the City or any party acting on behalf of the City. Except as specifically provided in this Agreement, Sound Transit is acquiring the City ROW "as is" and "where is" with any and all damage, faults and defects. Sound Transit agrees that all reports, studies, analyses, maps, drawings, materials and other documents provided by the City to Sound Transit are provided only as an accommodation to Sound Transit, with no representation or warranty as to their completeness, reliability, sufficiency, or accuracy. Provided, however, that nothing herein shall be deemed to be a release, indemnity, or waiver of claims for environmental remediation contribution in the event environmental contamination is discovered on the City ROW.

7.2 The City is acquiring the ST Property Interests solely in reliance on the City's own investigation, inspection and testing of the property, and except for the express representations and warranties contained in this Agreement, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the ST Property Interests or their fitness, condition or suitability for any use or purpose, including without limitation the environmental condition of the ST Property Interests, have been made by Sound Transit or any party acting on behalf of Sound Transit. The City is acquiring the ST Property "as is" and "where is" with any and all damage, faults and defects. The City agrees that all reports, studies, analyses, maps, drawings, materials and other documents provided by Sound Transit to the City are provided only as an accommodation to the City, with no representation or warranty as to their completeness, reliability, sufficiency, or accuracy. Provided, however, that nothing herein shall be deemed to be a release, indemnity, or waiver of claims for environmental remediation contribution in the event environmental contamination is discovered on the ST Property Interests.

8. Title Review.

8.1 City ROW.

8.1.1 Sound Transit has the right to obtain at its cost a commitment for an American Land Title Association ("ALTA") owner's standard or extended coverage title insurance policy issued by Chicago Title Company or such other title company agreed to by the Parties ("the Title Company"), describing the City ROW, whether or not owned in fee, showing all matters pertaining to the City ROW, listing Sound Transit as the prospective named insured (the "City ROW Preliminary Commitment"), along with copies of all documents referred to in such preliminary commitment as conditions or exceptions to title to the City ROW.

8.1.2 Sound Transit shall give notice to the City of any objectionable matters contained in the City ROW Preliminary Commitment or any supplemental report to such commitment. The City shall notify Sound Transit within ten (10) calendar days of its receipt of

Sound Transit's notice if an owner's title policy cannot be issued to Sound Transit without an exception for any such objectionable matter. The City's failure to notify Sound Transit within the ten (10) calendar day period that any such objectionable exception cannot be removed shall require the City to remove such exception at or prior to Closing. If the City notifies Sound Transit that it cannot clear an objectionable exception at or prior to Closing, Sound Transit may thereafter either waive its objection and proceed to close subject to the objectionable exception, or may elect to pursue its remedies under the dispute resolution provisions set forth herein.

8.1.3 Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way and other matters affecting title to the City ROW that are created or that may appear of record after the effective date of the preliminary commitment but before conveyance of the City ROW to Sound Transit (hereinafter "Intervening City ROW Liens"), shall be subject to Sound Transit's approval. Sound Transit shall have ten (10) calendar days after notice in writing of any Intervening Lien, together with a description thereof and a copy of the instrument creating or evidencing the Intervening Lien, to submit written objections thereto. If the City notifies Sound Transit that it cannot clear an objectionable Intervening Lien at or prior to conveyance of the City ROW, Sound Transit may thereafter either waive its objection and proceed to close subject to the objectionable exception, or may elect to pursue its remedies under the dispute resolution provisions set forth herein.

## 8.2 ST Property.

8.2.1 The City has the right to obtain at its cost a commitment for an ALTA owner's standard or extended coverage title insurance policy issued by the Title Company, describing the Excess ST Property, showing all matters pertaining to the Excess ST Property, listing the City as the prospective named insured (the "ST Property Preliminary Commitment"), along with copies of all documents referred to in such preliminary commitment as conditions or exceptions to title to the Excess ST Property.

8.2.2 The City shall give notice to Sound Transit of any objectionable matters contained in the ST Property Preliminary Commitment or any supplemental report to such commitment after receipt of the preliminary commitment or any supplement thereof. Sound Transit shall notify the City within ten (10) calendar days of its receipt of the City's notice if an owner's title policy cannot be issued to the City without an exception for any such objectionable matter. Sound Transit's failure to notify the City within the ten (10) calendar day period that any such objectionable exception cannot be removed shall require Sound Transit to remove such exception at or prior to Closing. If Sound Transit notifies the City that it cannot clear an objectionable exception at or prior to Closing, the City may thereafter either waive its objection and proceed to close subject to the objectionable exception, or may elect to pursue its remedies under the dispute resolution provisions set forth herein.

8.2.3 Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way and other matters affecting title to the Excess ST Property that are created or that may appear of record after the effective date of the ST Property Preliminary Commitment but before conveyance of the ST Property to the City (hereinafter "Intervening ST Property Liens"), shall be subject to the City's approval. The City shall have ten (10) calendar days after notice in writing of any Intervening Lien, together with a description thereof and a copy of the instrument

creating or evidencing the Intervening Lien, to submit written objections thereto. If Sound Transit notifies the City that it cannot clear an objectionable Intervening Lien at or prior to conveyance of the ST Property, the City may thereafter either waive its objection and proceed to close subject to the objectionable exception, or may elect to pursue its remedies under the dispute resolution provisions set forth herein.

9. Sound Transit Approvals. Upon completion of its development and construction activities on each parcel of the ST Property, Sound Transit will adhere to its *Real Property Excess, Surplus, and Disposition Policy* as set forth in Sound Transit Resolution No. R2013-30, Attachment A. To the extent Sound Transit declares any portion of the Excess ST Property to be surplus pursuant to that policy, Sound Transit shall seek instructions from the FTA for the disposition of such portion of Excess ST Property. The City understands and acknowledges that FTA may not approve of the conveyance of any given portion of Excess ST Property to the City, in which case this Agreement shall be of no force and effect with respect to such portion of Excess ST Property. The conveyance of any given portion of Excess ST Property to the City shall likewise be subject to and contingent upon the approval of Sound Transit and compliance with RCW 39.33.020, RCW 81.112.080, and RCW 81.112.350 as they may be amended. The Parties understand and agree that, to the extent Sound Transit is unable to compensate the City for the City ROW by conveying Excess ST Property, Sound Transit shall compensate the City by monetary payment as further set forth herein.

10. Accounting. Sound Transit shall maintain the Ledger with the running balance of credits accruing to each Party, and shall make it available to the City upon request. No less frequently than on a semiannual basis, during the term of this Agreement, Sound Transit's accounting department shall conduct a reconciliation of the running balance of each Party's credits and give written notice thereof to the City. If the Parties are in agreement, each Party's accounting director or a designee shall sign a document setting forth the then current balance. If the City disagrees with Sound Transit's reconciliation report, it may follow the dispute resolution provisions set forth in Section 18 of this Agreement. In the event the City does not invoke the dispute resolution provision within thirty (30) calendar days of such notice, then Sound Transit's determination shall be conclusive as of the period covered by the reconciliation.

11. Closing and Conveyance.

11.1 City ROW.

11.1.1 The ordinance authorizing vacation of the City ROW shall set forth the fair market value as set forth in Section 4 of this Agreement. Sound Transit shall deposit the full amount of the fair market value into an escrow account with fifteen (15) working days of adoption of the ordinance. These funds shall be held by Chicago Title Company or such other escrow agent as the Parties mutually designate (the "Escrow Agent"). Within five (5) working days of confirmation of deposit, the City shall file Ordinance No. 875 with the King County and shall execute and record a quit claim deed as to the fee-owned City ROW along with Resolution No. 453 to convey the City ROW to Sound Transit.

11.1.2 Upon such conveyance, the City shall receive a credit on the Ledger that was established pursuant to Section 3, in the amount of the fair market value of the City ROW placed in the escrow account.

11.1.3 Closing of the vacation transaction shall be deemed to have occurred at such time as the ordinance and quit claim deed have been recorded and the appropriate credit has been entered in the Ledger (“Closing”).

11.1.4 Sound Transit shall be entitled to possession of the City ROW upon Closing.

## 11.2 ST Property.

11.2.1 Upon determination of the fair market value of each of the ST Property Interests as set forth in Section 4 of this Agreement, Sound Transit will complete its surplus process in accordance with its standard procedures, as described in Section 9 of this Agreement and shall, with the City’s assistance and cooperation, legally segregate each parcel of Excess ST Property. Sound Transit shall be responsible for preparing all surveys, parcel maps, and legal descriptions necessary to accomplish such segregation and to create the Easement; provided, however, that the City shall reimburse Sound Transit for all reasonable costs incurred in connection therewith.

11.2.2 Contingent upon Sound Transit securing all necessary approvals, Sound Transit will convey the ST Property Interests to the City by execution and delivery of a quit claim deed or, in the case of the easement, a mutually agreeable easement agreement. Both the easement agreement and the quit claim deed shall provide that the interests to be conveyed to the City therein, or any portion thereof, may terminate in the event the City fails to commence construction on any portion of the City Project within ten (10) years of mutual execution of this Agreement, and Sound Transit shall provide monetary compensation for the City ROW property as set forth in Section 4 Valuation.

11.2.3 Upon recording of such conveyance document, Sound Transit shall receive a credit on the Ledger that was established pursuant to Section 3 in the amount of the fair market value of the subject parcel as determined in accordance with Section 4 of this Agreement.

11.2.4 Closing of each transaction shall be deemed to have occurred at such time as the conveyance document has been recorded with King County and the appropriate credit has been entered in the Ledger (“Closing”).

11.2.5 The City shall be entitled to possession of the ST Property Interests upon Closing.

12. Termination and Payment. This Agreement shall terminate as of the date of the last conveyance of the ST Property Interests as contemplated and permitted by this Agreement, unless sooner terminated as provided in this Section 12.

12.1 The Parties may terminate this Agreement as follows:

12.1.1 By mutual written agreement of the Parties;

12.1.2 In the event of a default, upon not less than thirty (30) calendar days prior written notice to the other defaulting Party, if defaulting Party fails to cure such default within that thirty day period, or such longer period, as may be reasonably determined by the non-defaulting Party, if the defaulting Party is diligently working to cure the default; provided, however, the Parties shall employ the dispute resolution procedures set forth in Section 18 before providing the thirty-day termination notice contemplated herein;

12.1.3 Immediately, upon written notice, if either Party is required by court order, legislative action, or a governmental agency having jurisdiction to take some action, which would effectively prohibit the either Party from implementing this Agreement, in whole or in part; or

12.1.4 Upon not less than sixty (60) calendar days prior written notice for any reason if a Party determines that it is in its best interest to terminate this Agreement. Provided, however, the Parties shall employ the dispute resolution procedures set forth in Section 18 before providing the sixty-day termination notice contemplated herein.

12.2 Upon termination, Sound Transit shall conduct a final reconciliation of the balance of the credits accruing to each Party under the Ledger and shall provide it to the City for review and approval in accordance with Section 10, above. To the extent the value of the City's credits in the Ledger is less than the value of Sound Transit's credits, the Parties shall jointly direct the Escrow Agent to disburse all funds held in the escrow account described in Section 11.1 to Sound Transit and the City shall make a monetary payment to Sound Transit in an amount equal to the difference between the value of Sound Transit's credits and the value of the City's credits. To the extent the value of the City's credits is greater than the value of Sound Transit's credits, the Parties shall jointly direct the Escrow Agent to disburse payment to the City in the amount of the difference between the value of Sound Transit's credits and the value of the City's credits, and to disburse the remainder of the escrowed funds to Sound Transit. To the extent the value of the City's credits exceeds the combined sum of the escrowed funds and the value of Sound Transit's credits, Sound Transit shall make a monetary payment to the City in the amount of such excess. Any monetary payment shall be due and payable by the responsible Party within sixty (60) calendar days of reconciliation of the Ledger. If not timely paid, a ten percent (10%) penalty shall be added every thirty (30) calendar days until payment is complete.

13. Road Fund Property. A portion of the City ROW subject to vacation was previously part of Washington State Department of Transportation ("WSDOT") rights-of-way. This property is subject to a deed restriction that all revenue resulting from the sale or vacation of such property be placed into the City's road/street fund to be used exclusively for road and street purposes. Such property is described on Exhibit B-1 and depicted on Exhibit B-2 and designated herein as the "Road Fund Property." SMC 12.17.030 provides that at least one-half of the proceeds of a right-of-way vacation be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the City. The City believes that SMC 12.17.030 and the deed restriction can be fulfilled by utilizing the Road Fund Property for multimodal transportation purposes. In order to accomplish the transaction set forth in this Agreement, the City and WSDOT reached agreement that a like-kind exchange of real property for multimodal transportation purposes fulfills the intent of this deed requirement so long as the deed restriction is applied to the property received in fee as compensation for the Road Fund Property, as covenanted in Exhibit G.

14. Costs. Except as otherwise set forth herein, each Party shall be responsible for its own out-of-pocket costs and fees pertaining to the transactions contemplated in this Agreement, including without limitation appraiser fees, survey costs, title policy premiums, attorneys' fees, recording fees, and environmental investigation costs. Provided, however, that the Parties shall be jointly responsible for payment of any compensation payable to the independent appraiser described in

Section 4 of this Agreement. In the event any parcel of either City ROW or Excess ST Property is subject to any assessment or other charge of any nature whatsoever payable in the year of Closing, such assessment or other charge shall be pro-rated as of Closing.

15. Indemnity.

15.1 The City shall defend, indemnify and hold Sound Transit and its successors and assigns harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (collectively, "Claims") suffered or incurred by reason of or during the ownership, maintenance, and/or operation of City ROW by the City prior to Closing. The City shall defend any Claim covered by this indemnity using counsel reasonably acceptable to Sound Transit. This indemnity shall not apply to the extent any such Claims were occasioned by the sole negligence of Sound Transit or its employees, agents, representatives, contractors, successors, or assigns (including in connection with the right of entry contemplated in Section 5.1 of this Agreement). If the Claims are caused by or result from the concurrent negligence of (a) the City, its agents or employees and (b) Sound Transit, its agents or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions contained herein shall be valid and enforceable only to the extent of the negligence of the City or the City's agents or employees.

15.2 Sound Transit shall defend, indemnify and hold the City and its successors and assigns harmless from and against any and all claims, actions, losses, liabilities, damages, costs, and expenses (collectively, "Claims") suffered or incurred by reason of or during the ownership, maintenance, and/or operation of each parcel of ST Property by Sound Transit prior to Closing on the property interests pertaining to such parcel. Sound Transit shall defend any Claim covered by this indemnity using counsel reasonably acceptable to the City. This indemnity shall not apply to the extent any such Claims were occasioned by the sole negligence of the City or its employees, agents, representatives, contractors, successors, or assigns (including in connection with the right of entry contemplated in Section 5.2 of this Agreement). If the Claims are caused by or result from the concurrent negligence of (a) the City, its agents or employees and (b) Sound Transit, its agents or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions contained herein shall be valid and enforceable only to the extent of the negligence of Sound Transit or Sound Transit's agents or employees.

16. Damage or Destruction. If, prior to Closing, a material casualty shall affect any of the City ROW or ST Property, each Party agrees to give the other Party written notice of such occurrence on that Party's property and the nature and extent of such damage and destruction. Within ten (10) calendar days after written notification, a Party may elect to terminate this Agreement in respect to that damaged or destroyed property. Such termination shall be in writing. For the purpose of this section, a material casualty is one that results in damage or loss affecting the property so as to make it infeasible for the use intended by the Party.

17. Personal Property. To the extent any personal property is remaining on any parcel of the City ROW after the Closing on such parcel, such personal property shall become the property of Sound Transit, to be disposed of in any manner Sound Transit deems appropriate. To the extent any personal property is remaining on any parcel of ST Property after the Closing on such parcel, Sound Transit shall have ten (10) calendar days to remove such personal property. If Sound Transit does not timely remove such personal property, the City may dispose of it in any reasonable

manner the City deems appropriate. Sound Transit shall be solely responsible for the cost of the disposal with disposal entered as a City credit on the Ledger.

18. Dispute Resolution.

18.1 The Designated Representatives of Sound Transit and the City shall confer to resolve disputes that arise under this Agreement as requested by either Party.

18.2 In the event the Designated Representatives are unable to resolve the dispute, the following individuals, or their designee, shall confer and resolve the dispute: Debbie Tarry, City Manager, for the City and Eric Beckman, Deputy Executive Director, Business and Construction Services, for Sound Transit.

18.3 Sound Transit and the City agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

19. Designated Representative. Each Party hereby designates the following Designated Representatives, who shall be the Party's primary point of contact for the purposes outlined in this Agreement. Either Party may from time to time change its Designated Representative by providing notice to the other Party of such change in the manner set forth in Section 21.

**The City:**

Title: Light Rail Project Manager  
Address: 17500 Midvale Ave NE, Shoreline  
Phone #: 206-801-2525 or 206-801-2700  
Email: [jnammi@shorelinwa.gov](mailto:jnammi@shorelinwa.gov) or  
[lrrail@shorelinewa.gov](mailto:lrrail@shorelinewa.gov)

**Sound Transit:**

Name: Taylor Carroll  
Title: Senior Project Manager  
Phone #: 206.689.4867  
Email: [taylor.carroll@soundtransit.org](mailto:taylor.carroll@soundtransit.org)

20. Cooperation. The Parties agree to cooperate to the extent reasonably required to effect the purposes of this Agreement, including without limitation by negotiating, executing, and delivering any and all documents or instruments, and taking any and all actions that may be necessary or appropriate to give full force and effect to the terms and conditions of this Agreement.

21. Notices.

21.1 All notices and communications concerning this Agreement shall be in writing and shall be addressed to the Designated Representative. Either Party may at any time designate a different person to whom notices or communications shall be given or a different address to which notices or communications shall be delivered, subject to the notice provisions contained herein.

21.2 All notices shall be either (i) delivered in person; (ii) delivered via certified mail, return receipt requested; (iii) delivered by a nationally recognized overnight or same-day courier service; or (iv) delivered via email. Notices delivered as herein provided shall be effective upon delivery.

22. Miscellaneous.

22.1 Time is of the Essence. Time is expressly declared to be of the essence of this Agreement, and of every term, covenant, condition, and provision contained herein.



22.2 Jurisdiction and Venue. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the state of Washington. Venue for any action or proceeding under this Agreement shall be in King County, Washington.

22.3 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

22.4 No Partnership. No partnership or joint venture is formed as a result of this Agreement. Except as otherwise expressly provided herein, no employees, agents, representatives, or contractors of one Party shall be deemed to be employees, agents, representatives, or contractors of the other Party.

22.5 Amendments. No modification or amendment of this Agreement may be made except by written agreement signed by both Parties.

22.6 Severability. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be modified to the extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions shall not be affected thereby.

22.7 Entire Agreement. This Agreement (and any amendments thereto) constitutes the entire agreement of the Parties with respect to the subject matter contained herein.

22.8 Counterparts; Electronic Signature. To facilitate execution, this Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, will constitute one and the same instrument. A Party’s transmission by fax or other electronic means to the other Party of a copy of this Agreement, or of the signature page of this Agreement, bearing the Party’s signature shall be effective as an acceptance of this Agreement, with the same effect as if a fully-executed original had been delivered.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement by having its authorized representative affix his/her signature in the appropriate space below.

**SOUND TRANSIT**

**CITY OF SHORELINE**

\_\_\_\_\_  
By: Kimberly Farley  
Its: Deputy Chief Executive Officer  
Date: \_\_\_\_\_

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

Authorized by Motion: M2020-77

Authorized by City Council Motion on  
December 14, 2020

Approved as to form:

Approved as to form:

\_\_\_\_\_  
By: Paul Moomaw, Senior Legal Counsel

\_\_\_\_\_  
By: Julie Ainsworth-Taylor, Assistant City Attorney

- EXHIBITS:
- Exhibit A-1 City Right-of-Way (ROW) Legal Description
  - Exhibit A-2 City Right-of-Way (ROW) Depiction
  - Exhibit B-1 Intergovernmental Property Transfer (Road Fund Property) Legal Description
  - Exhibit B-2 Intergovernmental Property Transfer (Road Fund Property) Depiction
  - Exhibit C-1 ST Property Legal Description
  - Exhibit C-2 ST Property Depiction
  - Exhibit D Conceptual Rendering of the City Project
  - Exhibit E ST Property Interests
  - Exhibit F Ledger
  - Exhibit G WSDOT-City Covenant Letter and Release of Deed Restriction

**EXHIBIT A-1**  
**City ROW Legal Description**

R/W No. LL-509.2  
7<sup>TH</sup> AVE NE  
CITY OF SHORELINE

**VACATION AREA:**

THAT PORTION OF 7TH AVE NE IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, DESCRIBED AS FOLLOWS:

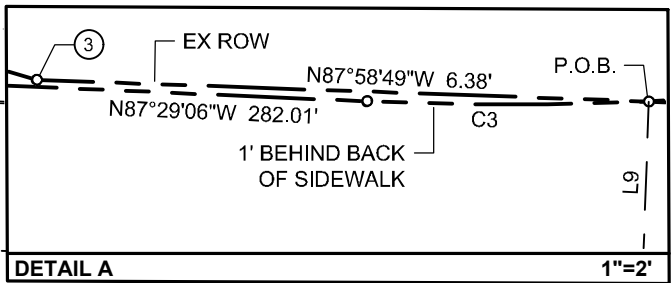
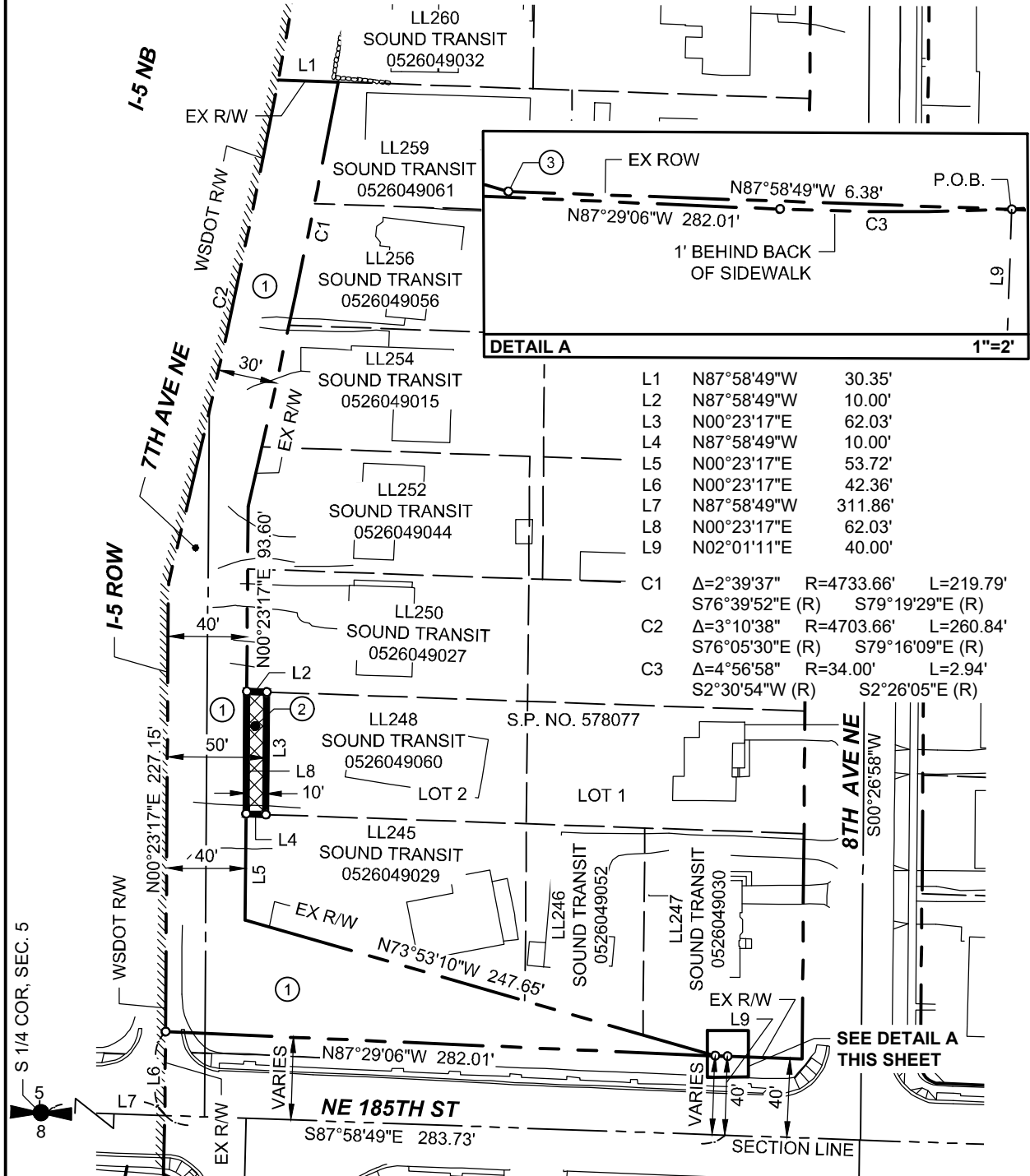
COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST;  
THENCE S87°58'49"E ALONG THE SOUTH LINE OF SAID SECTION, BEING THE CENTERLINE OF NE 185<sup>TH</sup> STREET, A DISTANCE OF 595.59 FEET;  
THENCE AT RIGHT ANGLES N02°01'11"E A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING NORTH MARGIN OF SAID NE 185<sup>TH</sup> STREET;  
THENCE N87°58'49"W ALONG SAID EXISTING NORTH MARGIN A DISTANCE OF 6.38 FEET;  
THENCE N73°53'10"W CONTINUING ALONG SAID EXISTING NORTH MARGIN A DISTANCE OF 247.65 FEET TO A POINT ON THE EXISTING EAST MARGIN OF 7<sup>TH</sup> AVENUE NE;  
THENCE N00°23'17"E ALONG SAID EXISTING EAST MARGIN A DISTANCE OF 53.72 FEET TO THE **POINT OF BEGINNING**;  
THENCE CONTINUING ALONG SAID MARGIN, N00°23'17"E A DISTANCE OF 62.03 FEET;  
THENCE S87°58'49"E A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 2 OF KING COUNTY SHORT PLAT NUMBER 578077, RECORDED UNDER RECORDING NUMBER 7901170721, IN KING COUNTY, WASHINGTON;  
THENCE S00°23'17"W ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 62.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;  
THENCE N87°58'49"W A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 620 SQUARE FEET.

**EXHIBIT A-2**  
**City ROW Depiction**

**7TH AVE NE VACATION**

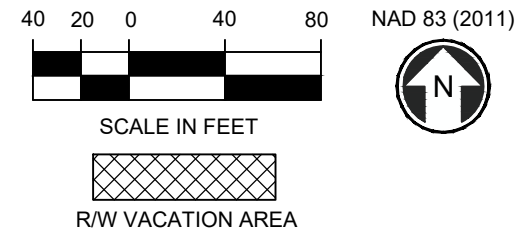
SW 1/4 SE 1/4 SEC 5, T 26 N, R 4 E, W.M.



L1	N87°58'49"W	30.35'
L2	N87°58'49"W	10.00'
L3	N00°23'17"E	62.03'
L4	N87°58'49"W	10.00'
L5	N00°23'17"E	53.72'
L6	N00°23'17"E	42.36'
L7	N87°58'49"W	311.86'
L8	N00°23'17"E	62.03'
L9	N02°01'11"E	40.00'
C1	Δ=2°39'37" R=4733.66' L=219.79' S76°39'52"E (R) S79°19'29"E (R)	
C2	Δ=3°10'38" R=4703.66' L=260.84' S76°05'30"E (R) S79°16'09"E (R)	
C3	Δ=4°56'58" R=34.00' L=2.94' S2°30'54"W (R) S2°26'05"E (R)	

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

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



**SOUNDTRANSIT**

**HNTB Jacobs** trusted design partners

**L & A** LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

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

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

**SHORELINE STREET VACATION**

CITY OF SHORELINE      KING COUNTY, WA

**EXHIBIT B-1**  
**Intergovernmental Property Transfer (Road Fund Property) Legal Description**

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

**VACATION AREA:**

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

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

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

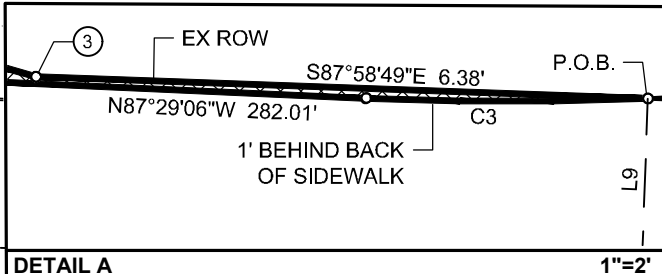
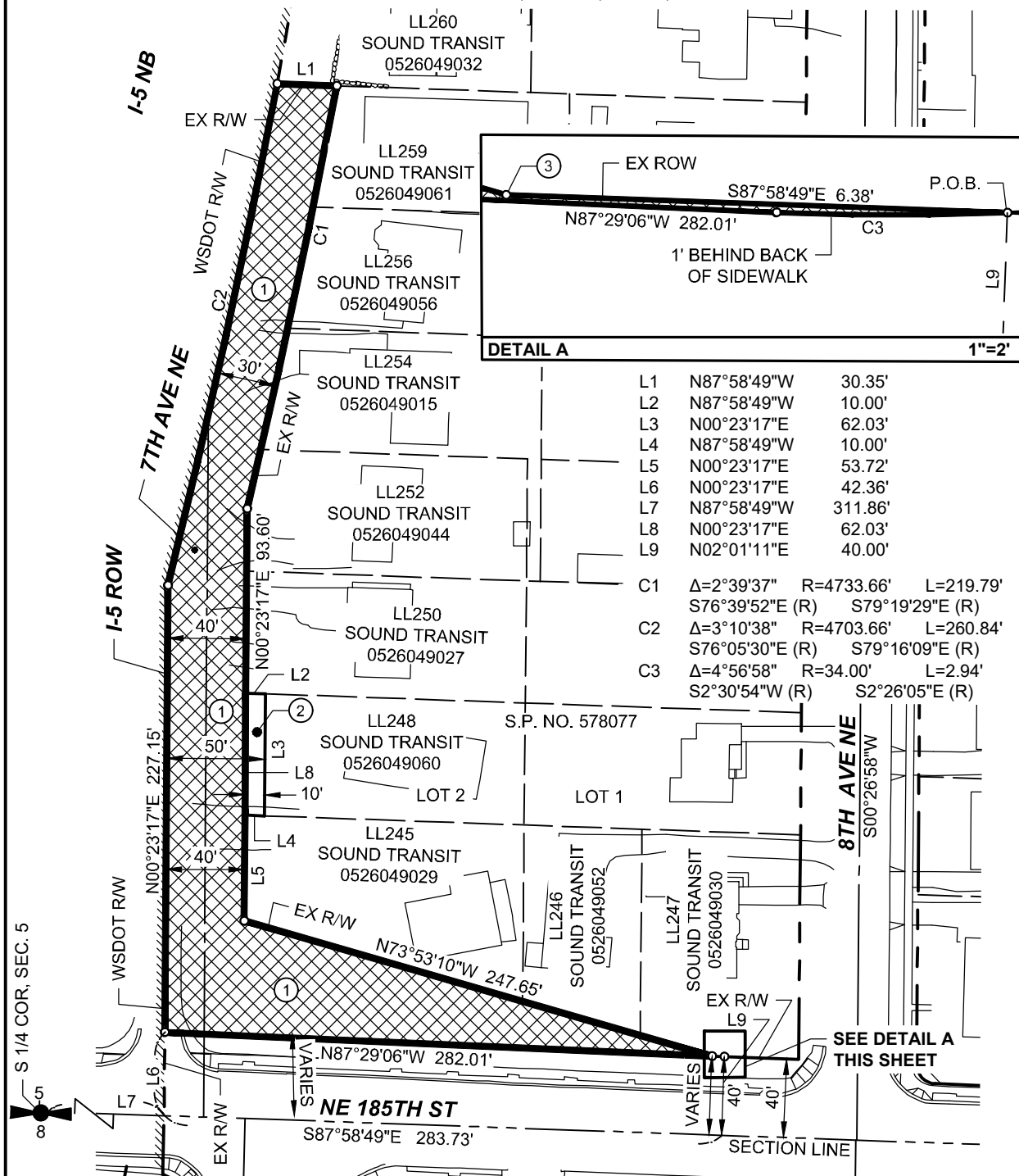
COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST;  
 THENCE S87°58'49"E ALONG THE SOUTH LINE OF SAID SECTION, BEING THE CENTERLINE OF NE 185<sup>TH</sup> STREET, A DISTANCE OF 595.59 FEET;  
 THENCE AT RIGHT ANGLES N02°01'11"E A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING NORTH MARGIN OF SAID NE 185TH STREET;  
 THENCE N87°58'49"W ALONG SAID EXISTING NORTH MARGIN A DISTANCE OF 6.38 FEET;  
 THENCE N73°53'10"W CONTINUING ALONG SAID EXISTING NORTH MARGIN A DISTANCE OF 247.65 FEET TO A POINT ON THE EXISTING EAST MARGIN OF 7<sup>TH</sup> AVENUE NE;  
 THENCE N00°23'17"E ALONG SAID EXISTING EAST MARGIN A DISTANCE OF 53.72 FEET TO THE **POINT OF BEGINNING**;  
 THENCE CONTINUING ALONG SAID MARGIN, N00°23'17"E A DISTANCE OF 62.03 FEET;  
 THENCE S87°58'49"E A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 2 OF KING COUNTY SHORT PLAT NUMBER 578077, RECORDED UNDER RECORDING NUMBER 7901170721, IN KING COUNTY, WASHINGTON;  
 THENCE S00°23'17"W ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 62.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;  
 THENCE N87°58'49"W A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 24,068 SQUARE FEET.

**EXHIBIT B-2**  
**Intergovernmental Property Transfer (Road Fund Property) Depiction**

**7TH AVE NE & NE 185TH STREET VACATION**

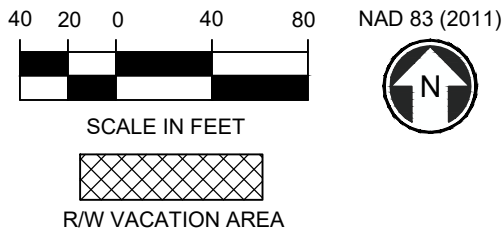
SW 1/4 SE 1/4 SEC 5, T 26 N, R 4 E, W.M.



L1	N87°58'49\"/>
L2	N87°58'49\"/>
L3	N00°23'17\"/>
L4	N87°58'49\"/>
L5	N00°23'17\"/>
L6	N00°23'17\"/>
L7	N87°58'49\"/>
L8	N00°23'17\"/>
L9	N02°01'11\"/>
C1	Δ=2°39'37\"/>
C2	Δ=3°10'38\"/>
C3	Δ=4°56'58\"/>

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

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



**SOUND TRANSIT**

**HNTB Jacobs** trusted design partners

**L & A** LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

EARL J. BONE  
 STATE OF WASHINGTON  
 REGISTERED PROFESSIONAL SURVEYOR  
 19429  
 02/21/2020 10:28:08 AM

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

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

**SHORELINE STREET VACATION**

CITY OF SHORELINE      KING COUNTY, WA

EXHIBIT C-1
ST Property Legal Description

366 | 274

2017070690001.003

LOT DATA

SOUND TRANSIT RAW NO. LL-161: TAX ACCT #200410-0262.
SITE ADDRESS: 309 NORTHEAST 149TH STREET, 98166, SHORELINE, WASHINGTON.
CURRENT OWNER: FRED ZEUFELDT AND GEORGE ZEUFELDT, AS THEIR RESPECTIVE SEPARATE ESTATES.

SOUND TRANSIT RAW NO. LL-162: TAX ACCT #200410-0262.
SITE ADDRESS: 309 NORTHEAST 149TH STREET, 98166, SHORELINE, WASHINGTON.
CURRENT OWNER: CHN KI YI AND YOUNG RYEONG YI, HUSBAND AND WIFE.

SOUND TRANSIT RAW NO. LL-163: TAX ACCT #200410-0246.
SITE ADDRESS: 309 NORTHEAST 149TH STREET, 98166, SHORELINE, WASHINGTON.
CURRENT OWNER: ROBERT A. HUGHES, AS HIS SEPARATE ESTATE AND CHARLENE G. HUGHES, AS TRUSTEE OF THE CHARLENE G. HUGHES LIVING TRUST, EXECUTED APRIL 11, 1984.

SOUND TRANSIT RAW NO. LL-164: TAX ACCT #322220-0030.
SITE ADDRESS: 301 NE 161ST ST, 98166, SHORELINE, WA.
CURRENT OWNER: ANTONIO DIAZ, JR., ALSO APPEARING OF RECORD AS ANTONIO C. DIAZ, JR. AND ELIZABETH M. DIAZ, HUSBAND AND WIFE.

SOUND TRANSIT RAW NO. LL-165: TAX ACCT #281170-0323.
SITE ADDRESS: 15101 3RD AVENUE NORTHEAST, 98166, SHORELINE, WA.
CURRENT OWNER: NATHAN WILLIAM ROGERS AND LINDSAY DANILLE ROGERS, HUSBAND AND WIFE.

SOUND TRANSIT RAW NO. LL-166: TAX ACCT #281170-0322.
SITE ADDRESS: 15109 3RD AVENUE NORTHEAST, 98166, SHORELINE, WA.
CURRENT OWNER: JULIE CHA, PRESUMPTIVELY SUBJECT TO THE COMMUNITY INTEREST OF HER SPOUSE OR REGISTERED DOMESTIC PARTNER, IF MARRIED OR A REGISTERED DOMESTIC PARTNER.

SOUND TRANSIT RAW NO. LL-167: TAX ACCT #281170-0321.
SITE ADDRESS: 15117 3RD AVENUE NORTHEAST, 98166, SHORELINE, WA.
CURRENT OWNER: REYNALDO E. MORALES AND MARIETTA MORALES, HUSBAND AND WIFE.

LEGAL DESCRIPTIONS

LL-161
(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071402-08, DATED JUNE 10, 2016)
LOT 1, KING COUNTY SHORT PLAT NUMBER 88880071, RECORDED UNDER RECORDING NUMBER 8101170865, RECORDS OF KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 COVENANTS, RESTRICTIONS... OF THE PLAT OF B.E. DEPREE ADDITION, VOL. 51 OF PLATS, PAGE 58; LL-161 IS A PORTION OF LOT 10 OF SAID PLAT. A 10' DRAINAGE EMBT CENTERED ON LOT LINE 9'10 (LL162/163) IS SHOWN ON THE PLAT.
2 REC NO. 8101170865; IS SHORT PLAT NUMBER 88880071. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON KING COUNTY SHORT PLAT NUMBER 88880071. SEE DISCREPANCY DISCUSSED IN EXCEPTION 3.
3 REC NO. 5010451; TWO 10' SANITARY SEWER EMBTS TO THE LAKE CITY SEWER DIST. ONE RUNS THROUGH THE BACK YARDS OF LL163, LL162 AND A TINY PORTION OF LL161. THE OTHER IS CENTERED ON LOT LINE 9'10 (LL162/163), COINCIDENT WITH THE DRAINAGE EMBT DISCUSSED IN EXCEPTION 1. NOTE: THIS 10' EASEMENT IS REFERENCED ON PAGE 1 OF THE SHORT PLAT (EXCEPTION 2), HOWEVER, ON PAGE 2 OF SAID SHORT PLAT AN UNDEFINED SEWER EASEMENT IS SHOWN IN THE GENERAL LOCATION OF THIS 10' EASEMENT, BUT IS LABELED AS 12'. ACCORDING TO THE DEDICATION ON PAGE 3 OF THE SHORT PLAT, THIS EASEMENT MAY NOW BE 12'.
4 SUPERIOR CASE CAUSE NO 588886; AN ACQUISITION BY WSDOT OF RAW FOR I-5, AFFECTING LL161, LL162, AND LL163. INCLUDES CONDEMNATION OF ACCESS TO I-5 AND OF LIGHT, VIEW AND AIR IN FAVOR OF THE STATE OF WASHINGTON.
5 REC NO. 940220438; A 6' JOINT SIDE SEWER EASEMENT 'AS CONSTRUCTED', BETWEEN LL161 & LL162. RECORDS SHOW A SEWER LINE THAT CROSSES THE FRONT OF THE HOUSE ON LL162 TO REACH LL161, AND TIES INTO THE MAIN SEWER RUNNING THROUGH THE BACK OF LL162.

LL-162

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071463-08, DATED JUNE 9, 2016)
LOT 2, KING COUNTY SHORT PLAT NUMBER 88880071, RECORDED UNDER RECORDING NUMBER 8101170865, RECORDS OF KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 COVENANTS, RESTRICTIONS... OF THE PLAT OF B.E. DEPREE ADDITION, VOL. 51 OF PLATS, PAGE 58; LL-162 IS A PORTION OF LOT 10 OF SAID PLAT. A 10' DRAINAGE EMBT CENTERED ON LOT LINE 9'10 (LL162/163) IS SHOWN ON THE PLAT.
2 REC NO. 8101170865; IS SHORT PLAT NUMBER 88880071. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON KING COUNTY SHORT PLAT NUMBER 88880071. SEE DISCREPANCY DISCUSSED IN EXCEPTION 3.
3 REC NO. 5010451; TWO 10' SANITARY SEWER EMBTS TO THE LAKE CITY SEWER DIST. ONE RUNS THROUGH THE BACK YARDS OF LL163, LL162 AND A TINY PORTION OF LL161. THE OTHER IS CENTERED ON LOT LINE 9'10 (LL162/163), COINCIDENT WITH THE DRAINAGE EMBT DISCUSSED IN EXCEPTION 1. NOTE: THIS 10' EASEMENT IS REFERENCED ON PAGE 1 OF THE SHORT PLAT (EXCEPTION 2), HOWEVER, ON PAGE 2 OF SAID SHORT PLAT AN UNDEFINED SEWER EASEMENT IS SHOWN IN THE GENERAL LOCATION OF THIS 10' EASEMENT, BUT IS LABELED AS 12'. ACCORDING TO THE DEDICATION ON PAGE 3 OF THE SHORT PLAT, THIS EASEMENT MAY NOW BE 12'.
4 SUPERIOR CASE CAUSE NO 588886; AN ACQUISITION BY WSDOT OF RAW FOR I-5, AFFECTING LL161, LL162 & LL163. INCLUDES CONDEMNATION OF ACCESS TO I-5 AND OF LIGHT, VIEW AND AIR IN FAVOR OF THE STATE OF WASHINGTON.
5 REC NO. 940220438; A 6' JOINT SIDE SEWER EASEMENT 'AS CONSTRUCTED', BETWEEN LL161 & LL162. RECORDS SHOW A SEWER LINE THAT CROSSES THE FRONT OF THE HOUSE ON LL162 TO REACH LL161, AND TIES INTO THE MAIN SEWER RUNNING THROUGH THE BACK OF LL162.

LL-163

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071455-06, DATED JUNE 9, 2016)
LOT 9, B.E. DEPREE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 51 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 COVENANTS, RESTRICTIONS... OF THE PLAT OF B.E. DEPREE ADDITION, VOL. 51 OF PLATS, PAGE 58; A 10' DRAINAGE EMBT CENTERED ON LOT LINE 9'10 (LL162/163) IS SHOWN ON THE PLAT.
2 REC NO. 5010451; TWO 10' SANITARY SEWER EMBTS TO THE LAKE CITY SEWER DIST. ONE RUNS THROUGH THE BACK YARDS OF LL163, LL162 AND A TINY PORTION OF LL161. THE OTHER IS CENTERED ON LOT LINE 9'10 (LL162/163), COINCIDENT WITH THE DRAINAGE EMBT DISCUSSED IN EXCEPTION 1.
3 SUPERIOR CASE CAUSE NO 588886; AN ACQUISITION BY WSDOT OF RAW FOR I-5, AFFECTING LL161, LL162 & LL163. INCLUDES CONDEMNATION OF ACCESS TO I-5 AND OF LIGHT, VIEW AND AIR IN FAVOR OF THE STATE OF WASHINGTON.
4 REC NO. 780320429; A RECORDED SURVEY; ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY, MATTERS SHOWN: FENCES DO NOT CONFORM TO PROPERTY LINES AND A DISCREPANCY BETWEEN THE EASTERLY LINE AND A CONCRETE DRIVEWAY.

LL-164

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071468-06, DATED JUNE 9, 2016)
LOT 3, HEGGEN PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 71 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON HEGGEN PARK, VOLUME 71 OF PLATS, PAGE 27.
2 REC NO. 8144700; A 6' x 30' DRAINAGE EMBT GRANTED TO KING COUNTY, WA.

LL-165

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071528-08, DATED JUNE 13, 2016)
LOT 3, KING COUNTY SHORT PLAT NUMBER 1082041, RECORDED UNDER RECORDING NUMBER 8401030860, IN KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 REC NO. 8401030860; IS SHORT PLAT SP #1082041, OF WHICH LL165 IS LOT 3. ANY COVENANTS, RESTRICTIONS... ACCORDING TO THE SHORT PLAT. THE SHORT PLAT MAP DEPICTS A 10' WIDE DRAINAGE EASEMENT IN THE SHAPE OF A 'Y' ON LL-165. THIS STORM DRAINAGE SYSTEM SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLANS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS CENTRAL RECORDS (DWG NO. SP#1082041). A 10'x25' DRAINAGE EMBT IS SHOWN IN THE SE CORNER OF LL-167.
2 REC NO. 4894754; SANITARY SEWER EASEMENT TO LAKE CITY SEWER DIST. AFFECTS JUST THE SOUTH-MOST TIP OF LL165 LYING WITHIN TRACT 5 OF GREEN LAKE 5-ACRE TRACTS.
3 REC NO. 7804031173; A 'REAL ESTATE CONTRACT' FOR WSDOT TO SELL TO MERCIER TRACTS 4 AND 5 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS; WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.
4 REC NO. 800250538; A 'QUIT CLAIM DEED' FROM WSDOT TO MERCIER FOR THE SALE OF TRACTS 4 AND 5, BLOCK 3 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS, EXCEPT THEREFROM THAT PORTION PREVIOUSLY CONVEYED BY REC. NO. 8510110887. (BY REC. NO. 8510110887 WSDOT BOLD MERCIER PARCEL LL-167 BY ITSELF.) WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.

LL-166

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071630-08, DATED JUNE 13, 2016)
LOT 2, KING COUNTY SHORT PLAT NUMBER 1082041, RECORDED UNDER RECORDING NUMBER 8401030860, IN KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 REC NO. 8401030860; IS SHORT PLAT SP #1082041, OF WHICH LL166 IS LOT 2. ANY COVENANTS, RESTRICTIONS... ON THE SHORT PLAT. A 10'x25' DRAINAGE EMBT IS SHOWN IN THE SE CORNER OF LL-167. A 10' WIDE DRAINAGE EASEMENT IN THE SHAPE OF A 'Y' ON LL-165.
2 REC NO. 7804031173; A 'REAL ESTATE CONTRACT' FOR WSDOT TO SELL TO MERCIER TRACTS 4 AND 5 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS; WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.
3 REC NO. 800250538; A 'QUIT CLAIM DEED' FROM WSDOT TO MERCIER FOR THE SALE OF TRACTS 4 AND 5, BLOCK 3 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS, EXCEPT THEREFROM THAT PORTION PREVIOUSLY CONVEYED BY REC. NO. 8510110887. (BY REC. NO. 8510110887 WSDOT BOLD MERCIER PARCEL LL-167 BY ITSELF.) WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.
4 REC NO. 8411080847; A 6' JOINT SIDE SEWER EASEMENT AND AGREEMENT BETWEEN LL166 & LL167 (LOTS 1 AND 2 OF THE SHORT PLAT), WHEREVER CONSTRUCTED.

LL-167

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071633-08, DATED JUNE 13, 2016)
LOT 1, KING COUNTY SHORT PLAT NUMBER 1082041, RECORDED UNDER RECORDING NUMBER 8401030860, IN KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 REC NO. 8401030860; IS SHORT PLAT SP #1082041, OF WHICH LL167 IS LOT 1. ANY COVENANTS, RESTRICTIONS... ON THE SHORT PLAT. A 10'x25' DRAINAGE EMBT IS SHOWN IN THE SE CORNER OF LL-167. A 10' WIDE DRAINAGE EASEMENT IN THE SHAPE OF A 'Y' ON LL-165.
2 REC NO. 7804031173; A 'REAL ESTATE CONTRACT' FOR WSDOT TO SELL TO MERCIER TRACTS 4 AND 5 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS; WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.
3 REC NO. 800250538; A 'QUIT CLAIM DEED' FROM WSDOT TO MERCIER FOR THE SALE OF TRACTS 4 AND 5, BLOCK 3 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS, EXCEPT THEREFROM THAT PORTION PREVIOUSLY CONVEYED BY REC. NO. 8510110887. (BY REC. NO. 8510110887 WSDOT BOLD MERCIER PARCEL LL-167 BY ITSELF.) WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.
4 REC NO. 8411080847; A 6' JOINT SIDE SEWER EASEMENT AND AGREEMENT BETWEEN LL168 & LL167 (LOTS 1 AND 2 OF THE SHORT PLAT), WHEREVER CONSTRUCTED.

Barcode with recording number 20170706900001 and recording number 20170706900001.

SOUNDTRANSIT logo and name.

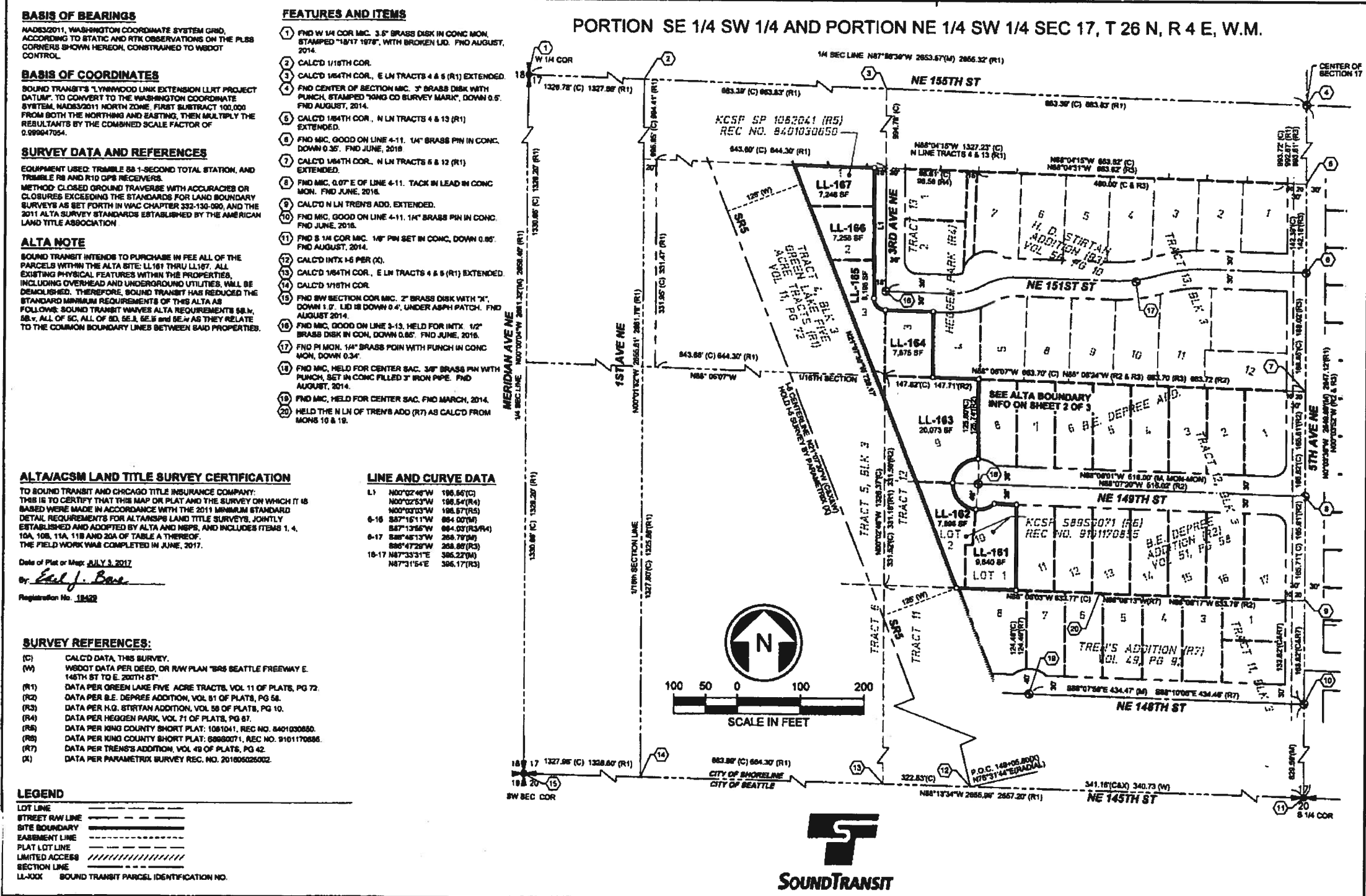
L & A LIN & ASSOCIATES Consulting Engineers logo and address information.

'ALTA/ACSM LAND TITLE SURVEY' LINK LIGHT RAIL PROJECT SURVEY OF LYNNWOOD LINK EXTENSION R/W PARCEL LL161-LL167 CITY OF SHORELINE, KING COUNTY, WASHINGTON. Includes drawing and checked by information.

EXHIBIT C-2  
ST Property Depiction  
1 of 2

366/272

2017070690001.001



**BASIS OF BEARINGS**

NADES2011, WASHINGTON COORDINATE SYSTEM GRID, ACCORDING TO STATIC AND RTK OBSERVATIONS ON THE PLSB CORNERS SHOWN HEREON, CONSTRAINED TO WBDOT CONTROL.

**BASIS OF COORDINATES**

SOUND TRANSIT'S LYNNWOOD LINK EXTENSION LLRT PROJECT DATUM, TO CONVERT TO THE WASHINGTON COORDINATE SYSTEM, NADES2011 NORTH ZONE, FIRST SUBTRACT 100,000 FROM BOTH THE NORTHING AND EASTING, THEN MULTIPLY THE RESULTANTS BY THE COMBINED SCALE FACTOR OF 0.999947054.

**SURVEY DATA AND REFERENCES**

EQUIPMENT USED: TRIMBLE S8+ SECOND TOTAL STATION, AND TRIMBLE R8 AND R10 GPS RECEIVERS. METHOD: CLOSED GROUND TRAVERSE WITH ACCURACIES OR CLOSURES EXCEEDING THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC CHAPTER 332-130-000, AND THE 2011 ALTA SURVEY STANDARDS ESTABLISHED BY THE AMERICAN LAND TITLE ASSOCIATION.

**ALTA NOTE**

SOUND TRANSIT INTENDS TO PURCHASE IN FEE ALL OF THE PARCELS WITHIN THE ALTA SITE: LL161 THRU LL167. ALL EXISTING PHYSICAL FEATURES WITHIN THE PROPERTIES, INCLUDING OVERHEAD AND UNDERGROUND UTILITIES, SHALL BE DEMOLISHED. THEREFORE, SOUND TRANSIT HAS REDUCED THE STANDARD MINIMUM REQUIREMENTS OF THIS ALTA AS FOLLOWS: SOUND TRANSIT WAIVES ALTA REQUIREMENTS 58.1, 58.2, ALL OF 58, ALL OF 59, 62.1, 62.2, 62.3, AND 62.4 AS THEY RELATE TO THE COMMON BOUNDARY LINES BETWEEN SAID PROPERTIES.

**FEATURES AND ITEMS**

1. FND W 1/4 COR MIC. 3" BRASS DISK IN CONC MON, STAMPED "18/17 1876", WITH BROKEN LID. FND AUGUST, 2014.
2. CALCD 1/16TH COR.
3. CALCD 1/8TH COR., E LN TRACTS 4 & 5 (R1) EXTENDED.
4. FND CENTER OF SECTION MIC. 3" BRASS DISK WITH PUNCH, STAMPED "KING CO SURVEY MARK", DOWN 0.5". FND AUGUST, 2014.
5. CALCD 1/8TH COR., N LN TRACTS 4 & 13 (R1) EXTENDED.
6. FND MIC. GOOD ON LINE 4-11. 1/4" BRASS PIN IN CONC. DOWN 0.35". FND JUNE, 2018.
7. CALCD 1/8TH COR., N LN TRACTS 5 & 12 (R1) EXTENDED.
8. FND MIC. GOOD ON LINE 4-11. TACK IN LEAD IN CONC MON. FND JUNE, 2018.
9. CALCD N LN TREN'S ADD. EXTENDED.
10. FND MIC. GOOD ON LINE 4-11. 1/4" BRASS PIN IN CONC. FND JUNE, 2018.
11. FND S 1/4 COR MIC. 1/4" PIN SET IN CONC. DOWN 0.85". FND AUGUST, 2014.
12. CALCD INTX 16 PER (C).
13. CALCD 1/8TH COR., E LN TRACTS 4 & 5 (R1) EXTENDED.
14. CALCD 1/16TH COR.
15. FND SW SECTION COR MIC. 2" BRASS DISK WITH "X", DOWN 1.7. LID IS DOWN 0.4". UNDER ASPH PATCH. FND AUGUST 2014.
16. FND MIC. GOOD ON LINE 3-13. HELD FOR INTX 1/2" BRASS DISK IN CONC. DOWN 0.85". FND JUNE, 2018.
17. FND P MON. 1/4" BRASS PIN WITH PUNCH IN CONC MON. DOWN 0.34".
18. FND MIC. HELD FOR CENTER SAC. 3/4" BRASS PIN WITH PUNCH, SET IN CONC FILLED 3" IRON PIPE. FND AUGUST, 2014.
19. FND MIC. HELD FOR CENTER SAC. FND MARCH, 2014.
20. HELD THE N LN OF TREN'S ADD (R7) AS CALCD FROM MONS 10 & 19.

**ALTA/ACSM LAND TITLE SURVEY CERTIFICATION**

TO SOUND TRANSIT AND CHICAGO TITLE INSURANCE COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NPS, AND INCLUDES ITEMS 1, 4, 10A, 10B, 11A, 11B AND 20A OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED IN JUNE, 2017.

Date of Plat or Map: JULY 3, 2017

By: *Earl J. Bone*

Registration No. 19429

**LINE AND CURVE DATA**

L1	N00°02'48"W	198.65(C)
	N00°02'33"W	198.54(R4)
	N00°02'03"W	198.87(R5)
6-16	S87°16'11"W	884.00(M)
	S87°13'56"W	884.03(R3/R4)
6-17	S88°48'13"W	268.79(M)
	S89°47'29"W	268.80(R3)
16-17	N87°33'31"E	306.22(M)
	N87°31'54"E	306.17(R3)

**SURVEY REFERENCES:**

- (C) CALCD DATA, THIS SURVEY.
- (M) WBDOT DATA PER DEED, OR RW PLAN "SR5 SEATTLE FREEWAY E. 148TH ST TO E. 200TH ST".
- (R1) DATA PER GREEN LAKE FIVE ACRE TRACTS, VOL 11 OF PLATS, PG 72.
- (R2) DATA PER B.E. DEGREE ADDITION, VOL 51 OF PLATS, PG 58.
- (R3) DATA PER H.G. STRITAN ADDITION, VOL 59 OF PLATS, PG 10.
- (R4) DATA PER HEGGEN PARK, VOL 71 OF PLATS, PG 67.
- (R5) DATA PER KING COUNTY SHORT PLAT: 1081041, REC NO. 8401030050.
- (R6) DATA PER KING COUNTY SHORT PLAT: 8888071, REC NO. 9101170686.
- (R7) DATA PER TREN'S ADDITION, VOL 49 OF PLATS, PG 42.
- (X) DATA PER PARAMETRIX SURVEY REC. NO. 201006026002.

**LEGEND**

- LOT LINE
- STREET RAW LINE
- SITE BOUNDARY
- EASEMENT LINE
- PLAT LOT LINE
- LIMITED ACCESS
- SECTION LINE
- LL-XXX SOUND TRANSIT PARCEL IDENTIFICATION NO.

**RECORDING CERTIFICATE**

2017-07-06900001

RECORDING NO. \_\_\_\_\_

FILED FOR RECORD THIS 6<sup>th</sup> DAY OF July, 2017,  
AT 9:54 A.M. IN BOOK 366 OF SURVEYS AT PAGE 272-274  
AT THE REQUEST OF EARL J. BONE  
*Earl J. Bone* SURVEYOR'S NAME  
Manager Supt. of Records

**SURVEYOR'S CERTIFICATE**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT FOR SOUND TRANSIT IN JUNE, 2017.

*Earl J. Bone* 7/5/17  
REGISTERED PROFESSIONAL LAND SURVEYOR DATE.

CERTIFICATE NUMBER 19429



**L & A**  
LIN & ASSOCIATES  
Consulting Engineers  
901 5TH AVE., SUITE 1610  
SEATTLE, WA, 98164  
PHONE (206) 621-1218  
LINADMING@LINASSOCIATES.COM  
JOB NO. 1518  
FILE: ALTA SURVEY LL161-LL167.DWG

**"ALTA/ACSM LAND TITLE SURVEY"  
LINK LIGHT RAIL PROJECT**

SURVEY OF LYNNWOOD LINK EXTENSION  
RW PARCEL LL161-LL167  
CITY OF SHORELINE, KING COUNTY, WASHINGTON

Drawn By: J. GOODMAN	Date: 7/3/17	Job No.:
Checked By: E. J. BONE	Scale: 1"=100'	Sheet No. 1 OF 3



EXHIBIT C-2  
ST Property Depiction  
2 of 2

366/273

2017070690001.002

PORTION SE 1/4 SW 1/4 AND PORTION NE 1/4 SW 1/4 SEC 17, T 26 N, R 4 E, W.M.

FEATURES AND ITEMS

- 30 NO CORNER MARKER FOUND. SET RVC 2.0' ELY OF SOUND WALL, 2.7' ELY OF FENCE.
- 31 W END OF FENCE INTERSECTS SOUND WALL AT 2.0' SW AND 2.7' N OF PROP LINE.
- 32 GREEN HOUSE: NW COR IS 0.0' N OF PROP LINE, NE COR IS 0.2' S. NOTE: SOUND TRANSIT CURRENTLY PROPOSES TO ACQUIRE THE NEIGHBORING PARCEL, AND THE GREEN HOUSE TO BE DEMOLISHED.
- 33 FENCE VARIES 2.7 TO 0.0' N OF PROP LINE. NOTE: SOUND TRANSIT CURRENTLY PROPOSES TO ACQUIRE THE NEIGHBORING PARCEL, AND THE FENCE TO BE DEMOLISHED.
- 34 PROP COR IS 0.36' S OF SW COR CONC WALL RUNNING E ON NEIGHBOR PARCEL.
- 35 FENCE WITH 0.5-WIDE CONC FOOTING; E FACE OF FOOTING VARIES 0.4' W TO 0.2' W OF PROP LINE.
- 36 E HOUSE CORNERS ARE 14.4' & 13.7' W OF PROP LINE. N CORNERS ARE 32.0' & 30.4' S OF PROP LINE. S CORNERS ARE 72.7' & 70.4' N OF PROP LINE. W CORNERS ARE 6.9' & 7.7' E OF PROP LINE.
- 37 WATER METER IN RW.
- 38 PRIVATE LIGHT POST.
- 39 GAS METERS. GAS LINES OF RECORD RUN N TO STREET.
- 40 YARD DRAINS.
- 41 NE HOUSE CORNER IS 15.2' S OF SAC RAY. SE COR IS 7.9' W & 7.2' N OF PROP LINE. SW COR IS 87.9' N & 20.7' NE & 17.5' W OF PROP LINE; NW COR IS 19.7' NE & 54.8' S OF PROP LINE.
- 42 MONITORING WELL.
- 43 CATCH BASIN. DRAIN RUNS W INTO WSDOT RW.
- 44 WEDGE CONC DRIVE ENCROACHES 1.6' TO 0.7' W OF PROP LINE. SEE ALSO SPECIAL EXCEPTION 6.

- 45 FENCE IS 0.7' W OF PROP LINE AT 20.2' N OF S PROP COR, 0.26' W AT 48' N, 1.1' W AT 87.5' N, 0.7' W AT 97' N, 0.9' E AT NORTH PROP COR. SEE ALSO SPECIAL EXCEPTION 6.
- 46 E CORNERS OF HOUSE ARE 11.8' & 12.8' W OF PROP LINE. N CORNERS ARE 68.9' & 62.1' S OF PROP LINE; W CORNERS ARE 45.1' & 55.7' E OF PROP LINE. CLOSEST S CORNERS ARE 45.8' N & 49.2' NW OF SAC RAY; SW COR OF HOUSE IS 88.9' N OF S PROP LINE.
- 47 STORM BASINS STRADDLE PROP LINE WITH OUTLETS TO THE EAST. NO KNOWN EMBTMS.
- 48 S FACE OF FENCE IS 0.2' S OF PROP LINE.
- 49 W FACE OF FENCE IS ON PROP LINE.
- 50 NW HOUSE COR IS 30.4' S & 22.7' E OF PROP LINES; NE COR IS 32.78' & 6.5' W OF PROP LINES; SE COR IS 7.0' W & 49.1' N OF PROP LINES; SW COR IS 21.8' E & 49.8' N.
- 51 NO EASEMENT OF RECORD ON LL165 FOR THIS LONG-EXISTING PRIMARY TRUNK SANITARY SEWER LINE, EXCEPT AS NOTED IN EXCEPTION 10.
- 52 GUY ANCHOR AND STORM MANHOLE ENCROACH ON LL165 BY 1' OR SO.
- 53 PLANTER.
- 54 SE HOUSE COR IS 20.7' W OF PROP LINE; NE COR IS 20.7' W & 6.3' S OF PROP LINES; NW COR IS 6.4' S OF PROP LINE, CLOSEST SW CORNERS ARE 7.0' & 8.0' NE OF PROP LINE.
- 55 RECORDS SHOW SODESEWER FROM LL165 RUNNING THROUGH LL166. NO KNOWN EASEMENT.

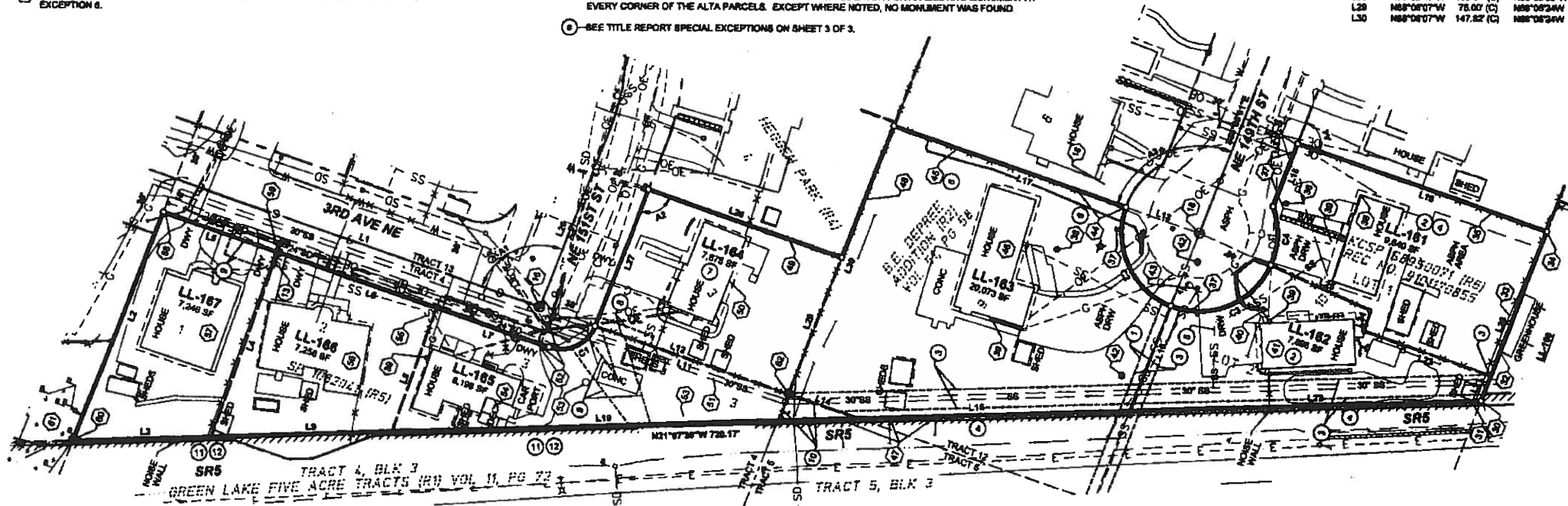
- 56 SE HOUSE COR IS 20.4' W & 28.4' N OF PROP LINES; NE COR IS 25.4' W & 4.8' S OF PROP LINES; NW COR IS 10.3' S & 36.9' E OF PROP LINES; SW COR IS 22.3' N & 18.3' E.
- 57 SE HOUSE COR IS 22.8' W & 11.8' N OF PROP LINES; NE COR IS 28.8' W & 12.8' S OF PROP LINES; NW COR IS 14.3' S & 47.8' E OF PROP LINES; SW COR IS 11.8' N & 31.8' E.
- 58 POWER AND TEL LINES CROSS THE WELY P OF LL167 TO REACH NORTH NEIGHBOR. NO KNOWN EASEMENT.
- 59 FND 1/2" REBAR & CAP "LS 91797" AT 0.00' E & 0.23' S OF CALC'D CORNER.
- 60 FND 1/2" REBAR & CAP "LS 91603" ON NORTH PROP LINE AT 0.70' E OF CALC'D CORNER.
- 61 THE SOUTH END OF A FLAGGED WETLAND EXTENDS INTO LL167 LESS THAN 1'.
- 62 FOUND 1.25" IRON PIPE WITH PLUG "LS 911030, AT 0.11' S & 0.20' E OF CALC'D CORNER.

LINE DATA

L#	LINE DATA	LINE DATA
L1	N00°02'47"W 198.55' (C)	N00°02'43"W 198.54' (R4)
L2	N00°03'03"W 198.57' (R5)	
L3	N89°04'16"W 126.64' (C)	N89°04'56"W 126.86' (R5)
L4	N21°07'30"W 70.89' (C)	N21°07'36"W 70.89' (R5)
L5	N89°57'13"E 100.97' (C)	N89°58'07"E 100.29' (R5)
L6	N00°02'47"W 81.78' (C)	N00°03'03"W 81.79' (R5)
L7	N00°02'47"W 80.00' (C)	N00°03'03"W 80.00' (R5)
L8	N89°57'13"E 87.82' (C)	N89°58'07"E 87.18' (R5)
L9	N21°07'30"W 82.17' (C)	N21°07'36"W 82.17' (R5)
L10	N21°07'30"W 238.91' (C)	N21°07'36"W 238.78' (R5)
L11	N00°02'47"W 143.29' (C)	N00°03'03"W 141.82' (R5)
L12	N00°02'47"W 105.03' (C)	N00°02'53"W 105.00' (R4)
L13	N89°02'33"W 46.00' (C)	
L14	N00°02'47"W 38.22' (C)	N00°02'43"W N/A (R2)
L15	N21°07'30"W 138.54' (C)	N/A (R2)
L16	N89°08'01"W 67.95' (C)	N89°07'20"W (R2 & R8) 67.38' (R5)
L17	N00°03'03"W 128.85' (C)	N00°03'03"W 128.74' (R2)
L18	N89°08'01"W 34.95' (C)	N89°07'20"W 34.89' (R2 & R8)
L19	N00°02'33"W 136.70' (C)	N00°03'03"W 136.75' (R2 & R8)
L20	N89°08'01"W 79.37' (C)	N89°08'12"W 79.37' (R8)
L21	N89°08'01"W 13.81' (C)	N89°08'12"W 13.89' (R8)
L22	N21°07'30"W 178.97' (C)	N21°11'46"W 180.08' (R8)
L23	N00°03'03"W 98.17' (C)	N00°03'03"W 98.22' (R8)
L24	N89°58'25"E 11.19' (C)	N89°54'08"E 11.16' (R8)
L25	N04°52'39"E 68.24' (C)	N04°51'20"E 68.24' (R8)
L26	N89°08'18"W 100.00' (C)	N89°08'24"W 100.00' (R4)
L27	N89°08'18"W 79.00' (C)	N89°08'24"W 79.00' (R4)
L28	N00°02'47"W 105.02' (C)	N00°02'53"W 105.00' (R4)
L29	N89°08'01"W 76.00' (C)	N89°08'24"W 76.00' (R4)
L30	N89°08'01"W 147.82' (C)	N89°08'04"W 147.71' (R2)

GENERAL NOTES:

- 1 ALL FEATURES WITHIN THE ALTA BOUNDARY ARE PROPOSED TO BE DEMOLISHED BY SOUND TRANSIT.
- 2 A SEARCH WAS MADE VISUALLY AND WITH A MAGNETIC LOCATOR FOR AN EXISTING MONUMENT AT EVERY CORNER OF THE ALTA PARCELS. EXCEPT WHERE NOTED, NO MONUMENT WAS FOUND.
- 3 - SEE TITLE REPORT SPECIAL EXCEPTIONS ON SHEET 3 OF 3.



ANGLE DATA

- A1 91°58'29" (CAR4)
- A2 91°58'29" (CAR4)
- A3 91°58'32" (CAR2)
- A4 89°03'28" (CAR2)

CURVE DATA

- C1 Δ=89°02'47" R=18.87 L=28.67' (C)
- C2 Δ=88°03'21" R=18.63 L=28.64' (R5)
- C3 Δ=89°03'28" R=40.00 L=61.48' (CAR2)
- C4 Δ=87°01'20" R=40.00 L=60.78' (CAR8)
- C5 Δ=44°23'15" R=40.00 L=30.99' (CAR8)

SURVEY REFERENCES:

- (C) CALC'D DATA, THIS SURVEY.
- (W) WSDOT DATA, RAW PLAN "SR5 SEATTLE FREEWAY E. 145TH ST TO E. 200TH ST".
- (R1) DATA PER, GREEN LAKE FIVE ACRE TRACTS, VOL 11 OF PLATS, PG 72.
- (R2) DATA PER, B.E. DEPREE ADDITION, VOL 51 OF PLATS, PG 58.
- (R3) DATA PER, H.G. STRYHAN ADDITION, VOL 58 OF PLATS, PG 10.
- (R4) DATA PER, HEGGON PARK, VOL 71 OF PLATS, PG 67.
- (R5) DATA PER, KING COUNTY SHORT PLAT: 1081041, REC NO. 8401030860.
- (R6) DATA PER, KING COUNTY SHORT PLAT: 88880071, REC NO. 9101170856.

LEGEND

- LOT LINE
- STREET R/W LINE
- SITE BOUNDARY
- EASEMENT LINE
- PLAT LOT LINE
- LIMITED ACCESS
- SECTION LINE
- LL-161 SOUND TRANSIT PARCEL IDENTIFICATION NO.
- R/W RIGHT-OF-WAY
- CLEF CHAIN LINK FENCE
- DRW DRIVEWAY
- SAW SIDEWALK
- ASPH ASPHALT
- BLDG BUILDING
- CONC CONCRETE
- MON SURVEY MONUMENT
- FOUND SURVEY MONUMENT
- FOUND PROPERTY CORNER MON
- SET REBAR & CAP, "BONE LB19429"
- FOUND WSDOT R/W MONUMENT UTILITY
- POLE W LIGHT
- WATER METER
- CATCH BASIN
- STORM DRAIN MANHOLE SEWER
- MANHOLE
- CLEAN OUT
- ELECTRICAL BOX



20170706900001  
 KING COUNTY, WA  
 RECORDING NO.



**L & A**  
**LIN & ASSOCIATES**  
 Consulting Engineers  
 901 5TH AVE., SUITE 1610  
 SEATTLE, WA 98164  
 PHONE (206) 621-1218  
 LINADMIN@LINASSOCIATES.COM  
 JOB NO. 1202  
 FILE: ALTA SURVEY LL161-LL167.DWG

"ALTA/ACSM LAND TITLE SURVEY"  
 LINK LIGHT RAIL PROJECT

SURVEY OF LYNNWOOD LINK EXTENSION  
 R/W PARCEL LL161-LL167  
 CITY OF SHORELINE, KING COUNTY, WASHINGTON

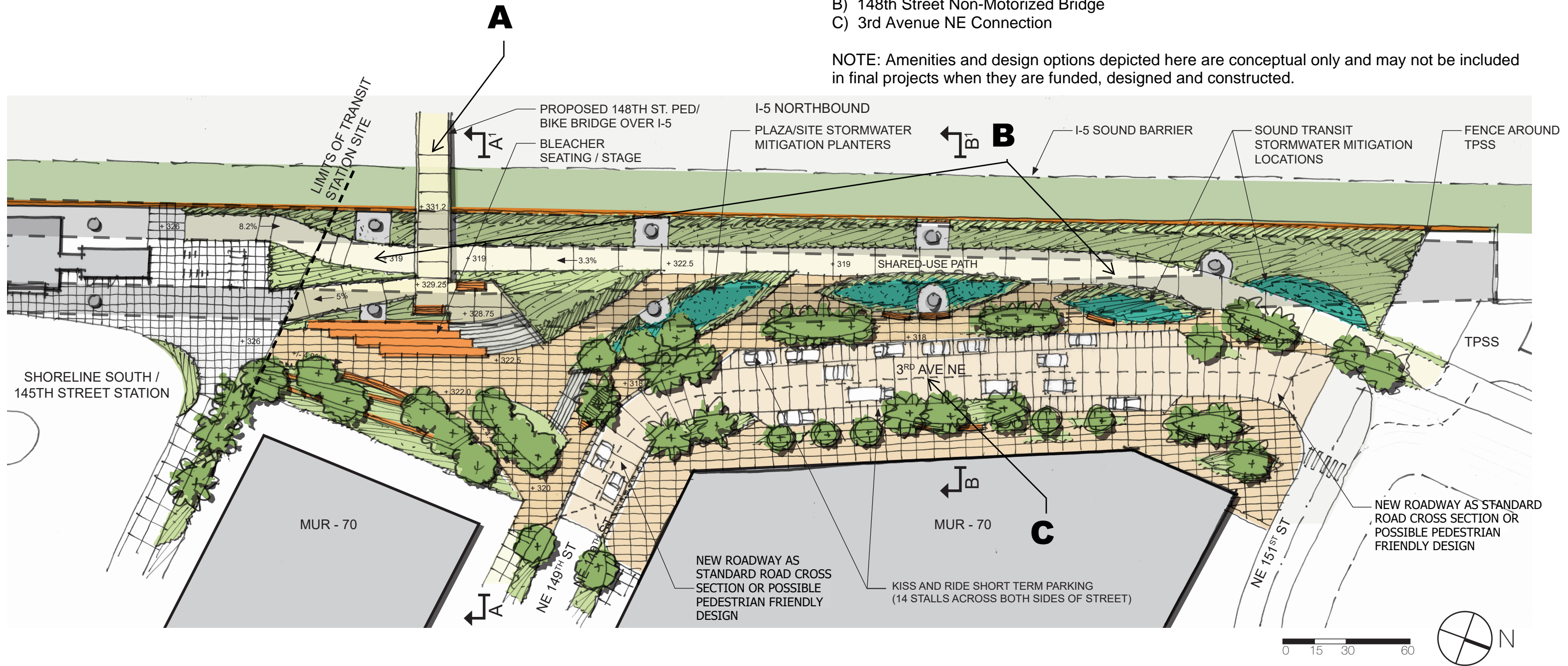
Drawn By:	Date:	Job No.:
J. GOODMAN	7/3/17	
Checked By:	Scale:	Sheet No.:
E. J. BONE	1" = 40'	2 OF 3

**EXHIBIT D**  
**Conceptual Rendering of the City Project**

**Multi-modal Transportation Projects Concept Plan**

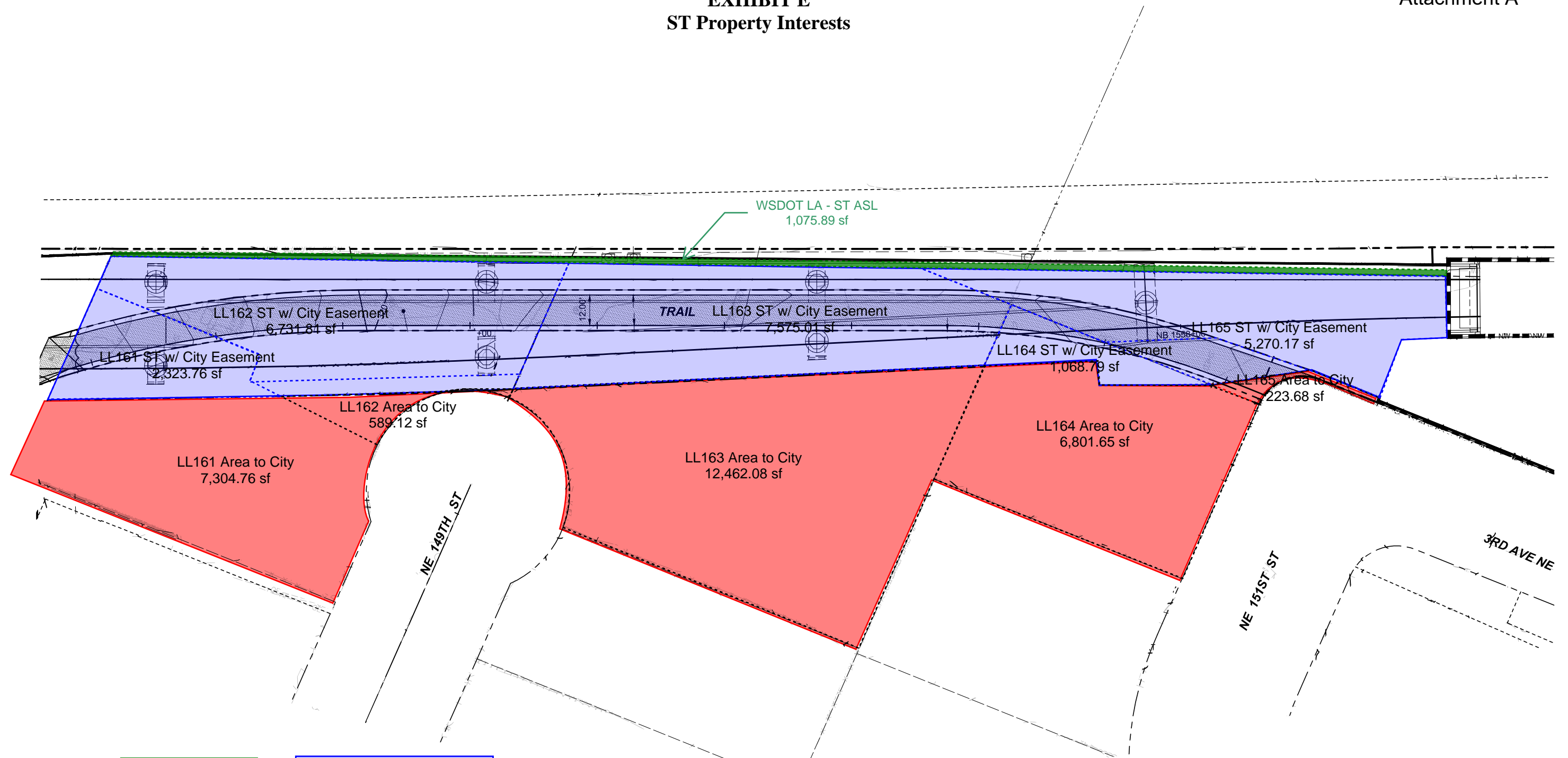
- A) Trail Along the Rail (Shared-use Path) from station to NE 149th St and NE 151st St
- B) 148th Street Non-Motorized Bridge
- C) 3rd Avenue NE Connection

NOTE: Amenities and design options depicted here are conceptual only and may not be included in final projects when they are funded, designed and constructed.



**EXHIBIT E**  
**ST Property Interests**

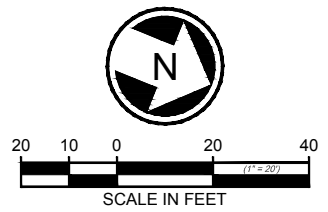
Attachment A



**WSDOT**  
Limited Access  
with ST Air  
Space Lease

**ST Ownership with City Easement**  
ST-owned land with a City of Shoreline easement for use and maintenance of the proposed trail and surrounding areas

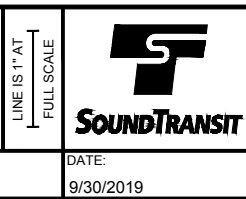
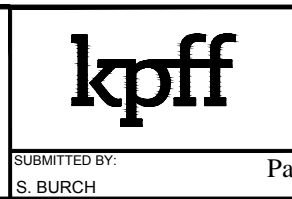
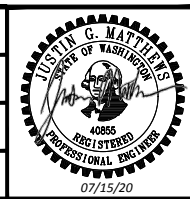
**City of Shoreline**  
Fee ownership to City following designation as excess



07/15/20 10:36 AM | SBULL Z:\1600001-160099\1600216 (LYNNWOOD LINK)\CADD\DESIGNPW DOWNLOADS\L200\L200-L85-CGP122.DWG

No.	DATE	DSN	CHK	APP	REVISION
A	07/14/20	KAI	JGM	JGM	PR #044 - ZONE 3 PERMIT REVISIONS CNWD 059
ISSUED FOR CONTRACT L200					
CITY OF SHORELINE					

DESIGNED BY:  
K. IRELAND  
DRAWN BY:  
T. JOHNSON  
CHECKED BY:  
J. MATTHEWS  
APPROVED BY:  
J. MATTHEWS



SCALE:  
1" = 20'  
FILENAME:  
L200-L85-CGP122  
CONTRACT No.:  
RTA / CN 0079-15C  
DATE:  
9/30/2019

**LYNNWOOD LINK EXTENSION**  
**CONTRACT L200**  
NORTHGATE STATION TO NE 200TH STREET  
CIVIL  
GRADING AND PAVING PLAN  
NB 1553+50 TO NB 1559+50

DRAWING No.:  
**L85-CGP122**  
LOCATION ID:  
N16  
SHEET No.:  
405  
REV:  
A

**EXHIBIT F  
Ledger**

**Street Vacation Property Ledger**

City of Shoreline ROW Vacated/ Transferred Sq. Ft.	Approximate Location	Appraisal Date	Appraised Valuation		City of Shoreline Totals		Sound Transit Surplus Property Tax Parcel Number (Street Address)	Sound Transit Surplus Property Sq. Ft.	Appraisal Date	Appraised Valuation		Sound Transit Totals		Variance
			Total Value	Value Per Sq. Ft.	Combined Square Footage	Combined Value				Total Value	Value per Sq. Ft.	Combined Square Footage	Combined Value	
						\$ -							\$ -	
						\$ -							\$ -	
						\$ -							\$ -	
						\$ -							\$ -	
						\$ -							\$ -	
						\$ -							\$ -	
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						\$ -							\$ -	
						\$ -							\$ -	
						\$ -							\$ -	
						\$ -							\$ -	
						\$ -							\$ -	
<b>Total Valuation</b>						\$ -							\$ -	\$ -

**NOTE:** Postive Variance = Sound Transit owes Shoreline  
 Negative Variance = Shoreline owes Sound Transit

## WSDOT-City Covenant Letter and Release of Deed Restriction (1 of 7)



**Washington State  
Department of Transportation**

[NOTE: Release of Deed Restriction Exhibits A, B-1, and B-2 not included in this Exhibit G. Exhibit A is recorded with King County and Exhibits B-1 and B-2 are the same as for this agreement.]

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

March 2, 2020

City of Shoreline Contract #: 9628

Release of Deed Restriction – 7<sup>th</sup> Ave NE and portion of NE 185<sup>th</sup> Street

To Whom It May Concern,

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

The certain conveyed property are portions of the following roadways: a portion of NE 185<sup>th</sup> Street between 7<sup>th</sup> Ave NE and 8<sup>th</sup> Ave NE and the portion of 7<sup>th</sup> Avenue NE, north of NE 185<sup>th</sup> Street, located in Section 5 of Township 26 N, Range 4 E. W.M. (approximately 24,068 square feet), as outlined in orange on the Right of Way Plan attached hereto entitled *SR 5-Seattle Freeway\_185th Street ROW Plan* (hereinafter the Road Property).

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

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


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

**EXHIBIT G**  
**WSDOT-City Covenant Letter and Release of Deed Restriction (2 of 7)**

Subject to the execution of the Release of Deed Restriction, WSDOT releases the Deed Restriction on the Road Property as described herein and as shown outlined in orange on the Right of Way Plans entitled *SR 5-Seattle Freeway\_185th Street ROW Plan* and described in Exhibit B-1 and depicted in Exhibit B-2 of the *Release of Deed Restriction*, attached hereto.

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

**Washington State Department of Transportation**

  
Mike Cotten  
Northwest Region Administrator

3.5.2020  
Date

City of Shoreline:

  
Debbie Tarry  
City Manager

4/8/2020  
Date

Attachments:

*SR 5-Seattle Freeway\_185th Street ROW Plan*  
Release of Deed Restriction

SR5-Seattle Freeway 185th Street ROW Plan

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

EXHIBIT G  
WSDOT-City Covenant Letter and Release of Deed Restriction (3 of 7)



OWNERSHIPS				
PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER
				LT. RT.
7-1075	EARLY	11,630	2,110	
7-1076	NELSON	11,250	1,500	9,750
7-1077	WATER DIST. NO. 42	11,500	9,470	2,030
7-1078	LEARNED B.W.	15,290	15,290	
7-1079	LEARNED B.W.	13,090	13,090	
7-1080	LEARNED L.L.	13,090	13,090	
7-1081	ROBERTS	1.36 Ac.	1.35 Ac.	0.01 Ac.
7-1082	Not Used			
7-1083	ROGERS	14,340	2,000	12,340
7-1084	FORBES	14,340	3,980	10,360
7-1085	BEALS	9,600	9,600	
7-1086	SHORELINE SCHOOL DIST. NO. 412	27.81 Ac.	0.70 Ac.	27.11 Ac.
7-1087	BURKHEIMER	1.20 Ac.	1.20 Ac.	
7-1088	WOLTERS	35,030	35,030	
7-1089	COLUMBIA	17,530	17,530	
7-1090	SLICK	5,620	780	4,840
7-1091	ESTES	6,480	790	5,690
7-1092	HEINRICHS	6,900	660	6,240
7-1093	YOUNG	7,200	540	6,660
7-1094	ROE	7,200	50	7,150
7-1096	BLANCHARD	8,790	3,015	5,775
7-1096A	STEWART	7,440	1,560	5,880
7-1097A	PERKINS	9,930	960	8,970
7-1099	NIELSEN	8,820	60	8,760
7-1100	LERCHER	26,250	740	25,510
7-1101	DOWNY	8,800	1,550	7,250
7-1102	ALLEN	17,480	2,330	15,150
7-1103	THORNING	8,850	1,050	7,800
7-1104	ELLIS	8,660	2,440	6,220
7-1065	SEE SHEET 9 FOR OWNERSHIP DATA.			
7-1084A	SCHROEDER	9,600	1,960	7,640
7-1085A	NELSON	9,600	3,470	6,130
7-1074	See Sheet No. 9			
7-1087 A	DUMAS	10,540	13,020	5,520
7-1076 A	BUCKERTAFF	11,250	1,310	9,940
7-1076 B	HENSLEY	11,250	940	10,310
7-1076 C	BINGHAM	11,250	380	10,870
7-1086 A	ST JOHN	18,920	210	18,710
7-1086 B	PORTIER	21,290	930	20,360

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

ACCESS NOTES:  
NO. 9 THIS APPROACH SHALL BE GATED AND LOCKED WHEN NOT IN USE.  
NO. 21. THE PRIVILEGE OF ACCESS TO AREAS WITHIN THE RIGHT OF WAY IS PERMITTED FROM OUTSIDE THE RIGHT OF WAY TO THE USER DESIGNATED, SOLELY FOR USE AUTHORIZED BY AND SUBJECT TO THE CONDITIONS OF THE FRANCHISE, PERMIT, OR AGREEMENT SPECIFIED. NO ACCESS WILL BE ALLOWED TO THE TRAVELED HIGHWAY LANES OR RAMPS.

NOTES  
ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE CEMENT CONCRETE UNLESS OTHERWISE NOTED.  
COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.

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

LEGEND	
STATE OWNED-DEPT. OF HIGHWAYS	WSHD
ACCESS TO BE PROHIBITED SHOWN THUS:	(Symbol)
PROPERTY OWNERSHIP NUMBERS	7-105
PROPERTY LINES	(Symbol)
BEAUTIFICATION OWNERSHIPS	(Symbol)
COORDINATED MONUMENT, CITY OF SEATTLE	(Symbol)
EXISTING MONUMENT	(Symbol)
RETAINING WALL	(Symbol)
ROCKERY	(Symbol)

**Exhibit A**  
**(PRIMARY STATE HIGHWAY NO. 1) SR 5**  
**SEATTLE FREEWAY**  
**E. 145th St. TO E. 200th St.**  
**KING COUNTY**  
RIGHT OF WAY  
Sta. 259+50 to Sta. 271+75

WASHINGTON STATE HIGHWAY COMMISSION  
DEPARTMENT OF HIGHWAYS  
OLYMPIA, WASHINGTON  
E. J. VETCHAM, CHAIRMAN  
R. A. MOSSIE  
A. COWELL  
D. S. ZAHN  
SCALE: 1 Inch = 50 Feet  
APPROVED May 31, 1961  
SHEET 10 OF 18 SHEETS

CURVE DATA		SPIRALS BACK & AHEAD	
P.I. STATION	Δ CΔ D R T L Q DE Ls		
B.L. 258 + 78.13	25°-12'-30" L. 24°-02'-12" 1°15'00" 4,583.66' 1,071.81 1,922.93 11/3 0°35'-09" 0.9375		
185-5TH 2+83.56	25°-28'-36" L. 14°00'-00" 409.26' 92.52 181.98		
5TH-185TH 7+67.73	37°-06'-59" L. 20°00'-00" 286.48' 96.18 185.58		

ACCESS NOTE:  
TRAFFIC MOVEMENT WILL BE PERMITTED OVER THE HIGHWAY ON STRUCTURE LOCATED AT: EAST 185TH STREET

CENTER LINE RECORDED  
VOLUME 2 HIGHWAY PLATS  
PAGE 179 AUD. FILE# 5354667  
RECORDS OF COUNTY SHOWN

LETTER	DATE	DESCRIPTION	BY
Letter 3-01-04	7-29-05	Added Type 9-21 Access Approach Sta. 260+10 RT.	HEP
Letter 11-8-83	2-6-84	Added turnback lines & relinquishments to county on Rt 259+50 to 267+80 & on Lt. 261+09.45 to 266+51.8	RLS
Letter 6-15-83	8-15-83	Deleted beautification areas of noted conveyances	RLS
Letter 11-10-76	12-3-76	Deleted beautification area on Rt. Sta. 269+00.1 to Sta. 271+75	RLS
Letter 2-28-66	5-3-66	Beautification areas added Rt. Sta. 263+50 to Sta. 271+75	ALB
Letter 10-23-62	1-22-63	R/W & Stationing Rev. on 185th St. Sta. 1+10 to Sta. 271+75	B.K.
Letter 5-31-62	6-12-62	Stationing on E. 185th St. Added	B.K.
Letter 1-30-62	2-14-62	Ownership 7-1087A & Other areas Added	ALL
Letter 10-6-61	11-7-61	Ownerships added	B.K.
			ALL
			BY

61 Seattle Freeway  
N 7th E 200th  
County  
40N  
Sheet 10 of 18 (1"=50')

**EXHIBIT G**  
**WSDOT-City Covenant Letter and Release of Deed Restriction (4 of 7)**

Attachment A

**AFTER RECORDING RETURN TO:**

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

**RELEASE OF DEED RESTRICTION**

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

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

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

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

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

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



**Section 1. Release of Deed Restriction.**

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

**Section 2. City of Shoreline Covenants.**

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

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

///

*Signatures and Notary Certification on following pages*

EXHIBIT G

WSDOT-City Covenant Letter and Release of Deed Restriction (6 of 7)

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

Dated this 20 day of May, 2020.

Washington State Department of Transportation

[Signature]  
Roger Millar  
Secretary of Transportation

5/20/2020  
Date

STATE OF WASHINGTON )  
  )  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence Roger Millar is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument as the Secretary of Transportation, State of Washington, Department of Transportation and acknowledged the said instrument to be the free and voluntary act and deed of the Washington State Department of Transportation, for the uses and purposes therein mentioned.

DATED this 20 day of May, 2020.

[Signature]  
(signed name of notary)

Betsy Chase  
(printed name of notary)

Notary Public in and for the  
State of Washington  
Residing at King County  
My appointment expires 9/30/2023



City of Shoreline Signature and Notary Certification on following page.

EXHIBIT G

WSDOT-City Covenant Letter and Release of Deed Restriction (7 of 7)

City of Shoreline:

Debbie Tarry  
Debbie Tarry  
City Manager

4/8/2020  
Date

STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

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

DATED this 8 day of April, 2020.

Jessica Simulcik Smith  
(signed name of notary)

Jessica Simulcik Smith  
(printed name of notary)

Notary Public in and for the  
State of Washington

Residing at King County  
My appointment expires 12/19/2021



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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute an Interlocal Agreement with King County for Jail Services Through December 31, 2022
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Christina Arcidy, Management Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE Jail), Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary booking facility, while inmates held post-disposition with sentences longer than three days are transferred to Yakima County Jail. King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges. City inmates also may use the work release program at King County Jail when applicable.

Tonight, staff is seeking Council authorization to execute a new interlocal agreement with King County for use of the King County Jail. This proposed two-year agreement with King County would become effective January 1, 2021 and run through December 31, 2022.

**RESOURCE/FINANCIAL IMPACT:**

The 2021 adopted criminal justice budget is \$2,003,675. Of that amount, \$1.4 million is allocated toward jail services.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Interlocal Agreement with King County for jail services.

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

## **BACKGROUND**

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. This requirement only relates to adults who commit offenses, as those committed by defendants less than 18 years of age and all felony offenses are the responsibility of King County. As the City of Shoreline does not own its own jail facility, the City has contracted with multiple jail providers to house its inmates since incorporation.

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition that are ineligible for work release. Inmates being held post-disposition with sentences longer than three days are transferred to Yakima County Jail. The King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges. Misdemeanants eligible for work release also carry it out at King County Jail.

## **DISCUSSION**

The City's current Interlocal Agreement with King County for Jail Services, effective for a term of eight years, will expire on December 31, 2020. The County is proposing a shorter, two-year agreement for contract cities this time, which would be effective January 2021-December 2022, with modest increases from 2020 daily rates. This shorter contract will give all parties the opportunity to evaluate the future of criminal justice in individual communities as well as the broader region. In all other respects, it is substantially similar to Shoreline's existing interlocal agreement with King County for this service.

Comparing the City's three contracted jail providers, King County has the highest daily rate. SCORE remains the City's best option for primary bookings and Yakima is preferred for post-disposition sentences of more than three days. While King County is the most expensive jail per day, the City emphasizes its use only when a misdemeanor defendant has charges from multiple jurisdictions or for work release, a service only offered at the King County Jail.

<b>Jail Daily Rates</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
King County Jail	\$186.79	\$189.11	\$197.19	\$202.75	\$210.19
SCORE Jail Guaranteed Bed	\$108.78	\$120	\$124	\$128	\$128
SCORE Jail Non-Guaranteed Bed	\$162.65	\$175	\$180	\$184	\$184
Yakima County Jail	\$57.20	\$59.85	\$63.65	\$67.50	\$85

For these reasons described above, staff recommends Council authorize the City Manager to renew the interlocal agreement with King County for jail services. The

proposed interlocal agreement with King County is attached to this report as Attachment A.

### **COVID-19 Impacts to Jail Usage by City**

Since March 2020, the City has implemented several measures to decrease the potential spread of COVID-19 in the regional criminal justice system. Staff worked with the City's prosecutor, King County District Court, and the City's contracted jail providers to release inmates that were not a threat to themselves or others. This gave jails more flexibility for social distancing and protecting the health and safety of defendants. Defendants held on DUI or domestic violence charges were not released as part of this effort. On March 13, 2020, SCORE began only accepting mandatory bookings to help keep jail populations low. When COVID-19 began spreading at Yakima County Jail in May, staff suspended the City's use of that jail. There were no City inmates held in Yakima at the time of the outbreak.

Since SCORE was only accepting mandatory bookings, SCORE decided to bill contract cities for actual beds used rather than the standard guaranteed bed rate. (The City only pays for actual beds used at King County and Yakima.) King County Jail suspended its work release program on March 24, in addition to other efforts to keep COVID-19 out of the jail. Shoreline Police have worked to keep themselves and the community safe by reducing contact with individuals, making fewer arrests and referrals to jails.

Each of these factors have resulted in significant savings for the City of Shoreline's 2020 jail budget. SCORE Jail will resume normal operations and billing the City for its 15 guaranteed beds when King County moves to Phase 3 of the Governor's [Safe Start Plan](#). It is currently unknown when the City will resume use of Yakima County Jail for sentenced inmates, or when King County Jail's work release program will reopen.

In response to this reduced use of jails due to COVID-19 and in the face of reduced City revenues, the 2021-2022 jail budget has been reduced to better align with the actual and projected experience. Staff will continue to monitor this potentially volatile expense and the associated cost drivers closely.

### **RESOURCE/FINANCIAL IMPACT**

The 2021 adopted criminal justice budget is \$2,003,675. Of that amount, \$1.4 million is allocated toward jail services.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Interlocal Agreement with King County for jail services.

### **ATTACHMENTS**

Attachment A: Interlocal Agreement Between King County and City of Shoreline for Jail Services

## Attachment A

### Interlocal Agreement Between King County and The City of XXXXXXXX for Jail Services

THIS AGREEMENT is effective as of January 1, 2021 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of XXXXXXXX, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
  - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
  - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
  - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Exhibit III, Section 2.
  - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except emergency facility closures, holidays and County-designated furlough days.
  - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
  - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
- A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

- 
- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City’s jurisdiction, and:
- 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
  - 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
  - 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
- 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
- 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
- 1.6.4 The person is booked or confined by reason of a Court order issued either by the City’s Municipal Court or other court when acting as the City's Municipal Court; or,
- 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
- 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
- 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
- 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City’s responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.



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- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- 1.7 “Community Corrections Programs” means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 “Continuity of Care Records” means an Inmate’s diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 “Contract Cities” mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 “Contract Cities Inmates” means all Contract Cities' City Inmates.
- 1.11 “County Inmate” means any Inmate that is not a City Inmate.
- 1.12 “DAJD” means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 “Fees and Charges” are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 “Force Majeure” means war, civil unrest, and any natural event outside of the party’s reasonable control, including pandemic, fire, storm, flood, earthquake or other act of nature.
- 1.15 “Inmate” means a person booked into or housed in the Jail.
- 1.16 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Inmates housed in Jail as further described in Exhibit III, Section 1.
- 1.19 “Medical Inmate” means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If an Inmate is moved to the general population then the Inmate is no longer considered a Medical Inmate.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 "Official Daily Population Count" is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Inmate” is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.

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- 1.23.2 An “Acute Psychiatric Inmate” is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If an Inmate is moved to housing outside the Jail’s acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.24 “Parties” mean the City and County, as parties to this Agreement.
- 1.25 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count, and is established in Section 6.
- 1.26 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Inmates enrolled in Community Corrections Programs.
- 1.27 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmary Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012 together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 “Base Year” refers to the year in which the base fees, charges and surcharges are set.
2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2022. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all medical, dental and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County’s right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need

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of urgent medical or psychological care, nor to return custody of such inmates back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
  - 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated effective January 1, 2022.
  - 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2022.
    - 4.2.1 The County will provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
    - 4.2.2 The County will provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.
    - 4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.
  - 4.3 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.
  - 4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.
    - 4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is transported to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable

event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges, and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD  
DAJD-AP@kingcounty.gov  
Attn: Finance – Inmate Billing  
500 Fifth Avenue  
Seattle, WA 98104                      FAX Number: 206-296-3435

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.

5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid

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within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
  - 6.1.1 Through December 31, 2022, the Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Inmates in the Jail to zero (0), with the exception that Inmates whose status has changed to Contract City Inmate, will not be included in the calculation of the number

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of Contract City Inmates, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Inmate . Also, Contract Cities Inmates housed in the Jail will not be considered Contract Cities Inmates for the purpose of determining the number of City Inmates.

- 6.4 The Jail’s capacity limit for Contract City Medical Inmates is thirty (30). The Jail’s capacity limit for Contract City Psychiatric Inmates is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail’s Official Daily Population Count.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the City that the County is willing to continue to house these Inmates.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County’s request. The City shall take custody of its<sup>1</sup> Medical or Psychiatric Inmates by picking them up no later than twenty-four (24) hours after the County’s request. If the City has not picked-up the Medical or Psychiatric Inmate within twenty-four (24) hours of the County’s request, the County shall deliver the Medical or Psychiatric Inmate to the City’s designated drop-off location or backup location. In either case, the City’s designee must accept the Medical or Psychiatric Inmate from the County, and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity

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<sup>1</sup> Within eight (8)-hours of the County’s request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County may deliver the Medical Inmates named in the original notification to the City’s designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

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with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Inmates to the City's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Inmates taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- 8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in



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part from the existence or effect of City ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.

9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.

9.1. Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.

9.2. Each party reserves the right to litigate any disputed issue in court, *de novo*.

10. Termination. Either Party may initiate a process to terminate this Agreement as follows:

10.1. Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take in order to avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.

10.2. Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.

11. General Provisions.

11.1. Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

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- 11.2. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3. Law Enforcement Intake Portal. The County will offer the use of a web-based Subject Intake Portal when its Jail Management System goes live in 2021. The tool will allow law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. Cities that take advantage of this intake method will be able to print out or receive an electronic version of the intake information, including the ability to integrate with the JMS via web services or API integration if desired.
- 11.4. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5. Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6. Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- |             |  |
|-------------|--|
| Exhibit I   | Method of Determining Billable Charge and Agency |
| Exhibit II  | Exception to Billing Procedure                   |
| Exhibit III | Calculation of Fees, Charges and Surcharges      |
- 11.7. Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8. Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9. Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that certain modifications to the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

- 11.11. Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of XXXXXXXX:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration  
Dept. of Adult and Juvenile Detention  
500 Fifth Avenue  
Seattle, WA 98104

Or his/her successor, as may be designated by written Notification from the County to the City.

- 11.12. Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.
- 11.13. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 11.14. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 11.15. No-Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 11.16. Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

Interlocal Agreement: Jail Services – City of XXXXXXXX

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King County

The City of XXXXXXXX

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King County Executive

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*Title of City Official*

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Date

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Date

Approved as to Form:

Approved as to Form:

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King County  
Deputy Prosecuting Attorney

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*Title of City Official*

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Date

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Date

**EXHIBIT I**  
**Method of Determining Billable Charge and Agency**

**Process Overview**

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County’s billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

**Billing Priority Rules**

The Billing Priority Group is determined in the following order:

<b>1. Local felony charge(s)</b>	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
<b>2. Investigation holds from King County agencies or pursuant to a contract</b>	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
<b>3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC</b>	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
<b>4. Local misdemeanor charge(s) and city court appearance orders</b>	Includes King County misdemeanors.
<b>5. Other holds (contract and non-contract)</b>	

**Tie Breaker Rules**

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

<b>1. Longest or only sentenced charge rule</b>	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
<b>2. Earliest sentence rule</b>	This rule selects the charge(s) with the earliest sentence start date.
<b>3. Lowest sentence charge number rule</b>	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
<b>4. Arresting agency rule</b>	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
<b>5. Accumulated bail rule</b>	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
<b>6. Lowest charge number rule</b>	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

**Attachment I-1: City and County Jail Charges Clarification**

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	<b>Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)</b>	County responsibility
2	<b>Inmate booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)</b>	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	<b>Inmate booked by a city on a felony investigation whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)</b>	County responsibility
4	<b>Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.</b>	County responsibility prior to release of felony investigation by County prosecutor; City responsibility from and after release of felony investigation
5	<b>Misdemeanor or felony cases originated by state agencies ( i.e., WSP )</b>	County responsibility
6	<b>Inmates booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.</b>	County responsibility

**Attachment I-2**

**Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing  
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
  - (2) Transfer location refuses Inmate.
  - (3) Inmate refuses to be transported and poses a security risk.
  - (4) Inmate misses transport due to being at court or other location.
  - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice, but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

**EXHIBIT II**  
**Exception to Billing Procedure**

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.16 of the Agreement. Instead, Inmate day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/21 0700	Released 7/3/21 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/21 0700	Temporary Release 7/2/21 0700
	Return to Jail 7/8/21 0700 Number of Inmate days = 2	Released 7/9/21 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.



**EXHIBIT III**  
**Calculation of Fees, Charges and Surcharges**

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2021 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2021**, and for the remainder of the calendar year 2021, **excluding** any adjustments for Capital Expenditure Charges, will be **\$204.30**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2021 is **\$210.19**. The Maintenance Charge shall be inflated in 2022 as described in Section 5. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
  - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of 2021, DAJD will estimate the total number of Inmate Days for 2022, and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2022.
  - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
  - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

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continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2021, and continuing through calendar year 2021, the Capital Expenditure Charge for ISP for the City is \$4.90 and the Capital Expenditure Charge for the CSSP is \$0.99, for a combined total Capital Expenditure Charge of \$5.89 to be added to the Maintenance Charge set forth in subparagraphs a and b above.

## 2. BOOKING FEE

- a. The booking fee shall be based on whether or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2021 and for the remainder of the calendar year 2021 will be initially set as follows:
  - i. The **Base Booking Fee** shall be **\$149.31**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
  - ii. The **Standard Booking Fee** shall be **\$219.16**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in 2022, the City must either provide a court order not later than July 1, 2021 confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2022 as described in section 5 below.

## 3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2021, through December 31, 2021, and shall be inflated for 2022 as described in Section 5 below.

- a. **Infirmary Care.** For Medical Inmates, the City shall pay an Infirmary Care Surcharge of **\$316.35** for each Surcharge Day.

- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$96.99** for each Surcharge Day.
- c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$254.48** for each Surcharge Day.
  - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$351.47**.
  - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$96.99** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$351.47**.
- d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$72.94** per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
- e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

#### 4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

#### 5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. Inflators. Effective January 1, 2022, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

**Non-Medical Charges:** the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5%, but shall in no event be lower than 1.5%.:

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

**Medical Charges:** The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

Interlocal Agreement: Jail Services – City of XXXXXXXX

- 
- i. Infirmiry Care Surcharge
  - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County’s reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the “Expected Inflation Rate”) is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

**Attachment III-1  
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges**

	<b>Surcharge</b>	<b>Description</b>
1.	<b>1:1 Guarding</b>	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	<b>Acute Psychiatric Care</b> (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
3.	<b>Non-Acute Psychiatric Care</b> (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	<b>Infirmery Care</b>	Costs for JHS Infirmery care, services listed on reverse.

	<b>Pass-Through Charge</b>	<b>Description</b>
5.	<b>Off-Site Medical Charges</b>	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> <li>❖ Hospital care</li> <li>❖ Dialysis</li> <li>❖ Cancer treatment (chemotherapy, radiation)</li> <li>❖ Specialized transport to medical appointments (wheelchair bound inmates)</li> </ul>

**JHS Psychiatric Care**

<b>Services Provided:</b>	<b>Criteria:</b>
<ul style="list-style-type: none"> <li>❖ Psychiatric Treatment &amp; Management</li> <li>❖ Psychiatric Treatment Team Monitoring</li> <li>❖ Medication Administration</li> <li>❖ Mental Health Crisis Counseling</li> <li>❖ Psychiatric Therapy Groups</li> </ul>	<p><i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i></p>

**JHS Infirmiry Care**

<b>Services Provided:</b>	<b>Criteria:</b>
<ul style="list-style-type: none"> <li>❖ 24-hour Skilled Nursing Care</li> <li>❖ Daily Provider Rounds</li> <li>❖ Treatment and Management of Complex Disease States</li> <li>❖ Medication Administration</li> <li>❖ Activities of Daily Living Assistance</li> <li>❖ Alcohol Detoxification</li> </ul>	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmiry.</i></p> <p><i>Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> <li>❖ <i>Patients requiring medical detoxification/withdrawal management</i></li> <li>❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i></li> <li>❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i></li> <li>❖ <i>Individuals requiring IV therapy or with central lines in place;</i></li> <li>❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i></li> <li>❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i></li> </ul> <p><i>Inmates are formally admitted to infirmiry care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmiry occurs either at the time of release from jail or as the patient’s condition improves and can be safely managed in general population housing. Some individuals remain in infirmiry care for the duration of their incarceration.</i></p>

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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute a Memorandum of Agreement with King County for Indigency Screening Services for 2021-2022
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Christina Arcidy, Management Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City is required to provide the services of a public defender for individuals charged with misdemeanors or gross misdemeanors who are determined to be indigent or nearly indigent and unable to afford representation themselves. In addition to providing public defense services, the City must also provide for indigency screening services to determine which defendants may be eligible to be represented by the public defender. The City has provided indigency screening services by entering into a memorandum of agreement with the King County Office of Public Defense since the City's inception.

The City currently has an agreement for services with the King County Office of Public Defense for the term of January 1, 2019 through December 31, 2020. Staff is requesting that Council authorize the City Manager to enter into a new memorandum of agreement for these services with King County for a term of two years (January 1, 2021 through December 31, 2022). The new memorandum of agreement provides for the same services as the City's current agreement at a reduced rate.

**RESOURCE/FINANCIAL IMPACT:**

The adopted 2021-2022 Biennial Budget appropriates \$36,000 (\$18,000 per year) for Indigency Screening Services. The 2021-2022 rate for indigency screening services will be \$316 per month, for a total biennial amount of \$7,584 (\$3,792 per year).

**RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to enter into an memorandum of agreement with King County Office of Public Defense to provide indigency screening services on behalf of the City of Shoreline.

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

## **BACKGROUND**

Under Washington State law (RCW 39.34.180), cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions. This includes jail, court, prosecution, and public defense services. They must carry out these responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or memorandum of agreements to provide these services. The City is required to provide public defense services to individuals who are determined to be indigent or nearly indigent and unable to afford representation themselves. This representation must occur at all criminal hearings, motions, and trials.

In addition to providing public defense services for those defendants charged with misdemeanant offenses, the City must also provide for indigency screening services to determine which defendants may be eligible to be represented by the City's public defender. The City has provided indigency screening services by entering into an memorandum of agreement with the King County Office of Public Defense (KCOPD) since the City's inception. The KCOPD is authorized to render such services. The City's current agreement with KCOPD has a term of July 1, 2019 through December 31, 2020.

## **DISCUSSION**

The KCOPD provides all services relating to screening for financial indigency as set forth in the most recent Washington State Office of Pubic Defense screening criteria and King County Department of Public Defense procedures. They provide telephone indigency screening services via a trained screener Monday through Friday, 8:00 a.m. – 4:30 p.m. excluding holidays. They do not rescreen an individual for indigency within one year unless a new case is filed.

The KCOPD provided the necessary indigency screening services for the City during the previous contract term. The City did not receive any complaints from defendants or other community members regarding the service provided by KCOPD. Additionally, the City would be unable to provide this service itself for the fee charged by KCOPD.

The new KCOPD memorandum of agreement for 2021-2022 provides for the same services as past agreements, with a rate reduction from \$840 per month to \$316 per month, a savings of 37% from the 2019-2020 agreement. Per King County code, the rate is based on full cost recovery for providing this service and includes the salary and benefits of the screening staff, their supervision, and King County overhead necessary to provide the service. The term of the memorandum of agreement is two years and would begin on January 1, 2021 and terminate on December 31, 2022.



### **RESOURCE/FINANCIAL IMPACT**

The adopted 2021-2022 Biennial Budget appropriates \$36,000 (\$18,000 per year) for Indigency Screening Services. The 2021-2022 rate for indigency screening services will be \$316 per month, for a total biennial amount of \$7,584 (\$3,792 per year).

### **RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to enter into an memorandum of agreement with King County office of Public Defense to provide indigency screening services on behalf of the City of Shoreline.

### **ATTACHMENTS**

Attachment A: Memorandum of Agreement (MOA) with King County for Indigency Screening Services

**Memorandum of Agreement Between  
King County and the City of Shoreline  
Relating to Indigency Screening Services**

This AGREEMENT entered into this 1st day of January 2021 between King County, State of Washington, hereinafter referred to as the "County", and the City of Shoreline, a municipal corporation organized under RCW 35A, hereinafter referred to as the "City." The County and the City may be individually referred to as a "party" or collectively as the "parties."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 10.101.020 and RCW 10.101.030, is authorized to and desirous of reaching agreement with the County for the performance of Indigency Screening Services; and,

WHEREAS, the County is authorized by King County Code 2.60.060 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

**I. OBLIGATIONS**

- A. In consideration of the agreements of the City and payment of the sum hereinafter set forth, the County agrees to:
  - 1. Perform consistent with available resources all services relating to screening for financial indigency as set forth in the most recent Washington State Office of Public Defense screening criteria and King County Department of Public Defense procedures.
  - 2. Not rescreen an individual for indigency within one (1) year unless a new case is filed.
  - 3. Except as set forth in Section VII.A. below, services to be provided by the County pursuant to this Agreement do not include legal services, which shall be provided by the City at its own expense.
  - 4. Routinely provide telephone indigency screening services via a trained screener Monday through Friday, 8:00 a.m. - 4:30 p.m. excluding holidays.
  - 5. Provide screening documentation to the City upon request.
  
- B. In consideration of the agreements of the County herein before set forth, the City agrees to:
  - 1. Post appropriate signage directing defendants to the indigency screening services and if applicable, provide similar information on the City's official website.
  - 2. Follow the King County District Court, Shoreline Courthouse (KCDC) system for notification of any temporary cancellations. If the KCDC is closed due to

adverse conditions, the Department of Public Defense will be notified by calling 206-477-9727 so the screening staff may be notified.

3. Develop and transmit to the County the rate that the City will charge those defendants who are found indigent but able to contribute to the cost of their defense. This rate will be charged based on the King County Department of Public Defense's procedure for calculating ability to contribute to the cost of defense.
4. Collection of fees and communication to defendants regarding collections is the responsibility of the City.
5. Provide the County with a current, updated list of contracted Public Defense Attorneys.

## **II. COMPENSATION AND METHOD OF PAYMENT**

The City shall reimburse the County for the indigency screening services as delineated in this Agreement in the following manner:

- A. Per King County Code Title 2.60.020 D, the rate is based on full cost recovery for providing this service and includes the salary and benefits of the screening staff, staff supervision, and King County overhead necessary to provide the screening service.
- B. For 2019-2020, the rate for indigency screening services provided will be \$316.00 per month. This rate may be reviewed at any time during the term of this Agreement at the request of either party.
- C. The County shall generate a monthly invoice within ten (10) working days after the end of the month. The invoice will include the number of phone calls received from defendants for the City, listed by date.
- D. The City shall remit payment to the County within thirty (30) calendar days of receipt of the invoice.

## **III. TIME OF PERFORMANCE**

- A. This Agreement shall be effective the 1<sup>st</sup> day of January 2021 through the 31<sup>st</sup> day of December 2022.
- B. Prior to the expiration of this Agreement and commencing no earlier than October 1, 2022, the parties will engaged in communications pertaining to the rate and continuation of services by the County for another term. If the parties elect to continue this Agreement, such continuance shall be formalized in a written amendment to this Agreement as provided in Section IV below or by the execution of a new agreement.

## **IV. MODIFICATIONS**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this Agreement. Any modifications of this Agreement shall be in writing, signed by both parties, and affixed to this original Agreement.

**V. TERMINATION**

This Agreement may be terminated without cause only after ninety (90) calendar days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of Agreement and cause for immediate termination upon notice received by one party given by the other. Any termination of this Agreement shall not terminate any obligation of either party incurred prior to such termination.

**VI. MUTUAL COVENANTS**

Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:

- A. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County.
- B. All persons rendering Indigency Screening Services hereunder shall be for all purposes employees of the County.
- C. The contact for the City regarding citizen complaints about the indigency screening process is the King County Department of Public Defense at 206-477-9727. The Department of Public Defense will institute its complaint investigation process immediately. The City contact regarding citizen complaints about the City's contracted public defense attorney performance is the City Manager's Office Management Analyst at 206-801-2216.
- D. Any controversy or claim arising out of or relating to this Agreement shall be referred to a mediator mutually selected by the parties. Demand for mediation may be made by either party by providing written notice to the other party setting forth the controversy or claim. If the parties cannot mutually agree upon selection of a mediator within seven (7) working days of notice of the demand, then the mediator shall be selected by the presiding judge of the King County Superior Court. Once selected, the mediator shall conduct a mediation session with the parties within ten (10) working days from the date of his/her selection or at such other time as the parties may mutually agree. The cost of the mediator, if any, shall be shared equally by the parties. Such mediation shall precede any court action.

Nothing in this section shall affect the parties' right to terminate this Agreement for cause, as per Section V.

**VII. INDEMNIFICATION**

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing its duties and obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- B. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them, in performing its duties and obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.
- C. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.
- D. This section shall survive termination or expiration of this Agreement.

## **VIII. AUDITS AND INSPECTION**

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County or City during the term of this Agreement and six years after termination hereof.

## **IX. NON-DISCRIMINATION**

The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with federal regulations, including but not limited to 41 CFR Part 60-2. In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age (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.

**X. PUBLIC RECORDS**

The parties acknowledge that each party is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced in connection with this Agreement may be deemed a public record as defined in the Public Records Act and that if either party receives a public records request, unless a statute exempts disclosure, the party must disclose the record to the requestor.

**XI. SEVERABILITY**

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

**XII. CAPTIONS**

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

**XIII. COUNTERPART ORIGINALS**

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

**XIV. AUTHORITY TO EXECUTE**

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

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

CITY OF SHORELINE

\_\_\_\_\_  
FOR  
King County Executive

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME (Please type or print)

\_\_\_\_\_  
Date

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
Date

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

<b>AGENDA TITLE:</b>	Adoption of Resolution No. 469 – Declaring a City-Owned Vehicle Surplus and Authorizing Its Sale in Accordance with Shoreline Municipal Code Chapter 3.50
<b>DEPARTMENT:</b>	Administrative Services Department
<b>PRESENTED BY:</b>	Sara Lane, Administrative Services Director Dan Johnson, Parks, Fleet & Facilities Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Staff is requesting City Council approval to surplus a 2012 Chevrolet Colorado Pickup in accordance with Section 3.50.030(B) of the Shoreline Municipal Code (SMC). SMC 3.50.030(B), which provides for the surplus of personal property valued more than \$5,000 by live auction, requires City Council approval for the sale of these surplus assets. City Council adoption of proposed Resolution No. 469 (Attachment A) is required to surplus the pickup.

Public Works Traffic Services will be performing pavement management services in-house versus contracting out this work. A larger 2020 Ford F250 pickup has been purchased and will support this new service by towing a trailer to transport equipment to various job sites. While this City vehicle has only 38,832 miles, the vehicle also requires substantial mechanical repairs.

Staff intends to sell this vehicle via live auction conducted by James G. Murphy, a private auctioneer under contract with the City. Private auction services provide the following benefits:

- Greater potential of higher financial return generated from the auction process;
- Expedited removal of fleet surplus items from City property, creating storage space and parking spaces for City customers and employees;
- Faster return of revenue to the Fleet Equipment Program; and
- Removal of the surplus item from the Washington Cities Insurance Authority.

**RESOURCE/FINANCIAL IMPACT:**

The estimated value of the 2012 Chevrolet Colorado Pickup in the Kelley Blue Book is approximately \$9,231. The estimated cost to auction this vehicle is \$923, which equates to 10% of the total value of the surplus item.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 469 authorizing the surplus of the 2012 Chevrolet Colorado Pickup estimated at \$9,231 in total value in accordance with SMC 3.50.030 (B).



**ATTACHMENTS:**

Attachment A: Proposed Resolution No. 469

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

**RESOLUTION NO. 469**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DECLARING A CERTAIN CITY-OWNED VEHICLE SURPLUS AND AUTHORIZING ITS SALE AS PROVIDED IN SHORELINE MUNICIPAL CODE, CHAPTER 3.50.**

WHEREAS, Chapter 3.50 of the Shoreline Municipal Code addresses the sale and disposal of surplus personal property; and

WHEREAS, SMC 3.50.030 requires City Council approval for the sale of surplus personal property with an individual item value in excess of \$5,000; and

WHEREAS, City staff have identified one (1) vehicle that is no longer of use for City operations and the sale of this fleet vehicle would be in the best interest of the City; and

WHEREAS, the fleet vehicle is a 2012 Chevrolet Colorado Pickup which has an individual value in excess of \$5,000; and

WHEREAS, per SMC 3.50.030, the City Council has determined that this fleet vehicle should be sold by live auction;

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

**Section 1. Declaration of Surplus Personal Property.** The following vehicle is declared surplus to the needs of the City of Shoreline:

<b>Vehicle #</b>	<b>Vehicle Description</b>	<b>Fair Market Value</b>
164	2012 Chevrolet Colorado Pickup	\$9,231.00

**Section 2. Authorization to Sell and Dispose of Surplus Personal Property.** The City Manager or duly authorized agent is hereby authorized to sell and dispose of the Surplus Personal Property identified in Section 1 by Live Auction as provided in SMC 3.50.030(B).

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

**ADOPTED BY THE CITY COUNCIL ON DECEMBER 14, 2020.**

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

**ATTEST:**

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

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

<b>AGENDA TITLE:</b>	Public Hearing and Adoption of Ordinance No. 908 – Adopting Pre-Annexation Zoning for the Point Wells Subarea and Adding a New Chapter, Chapter 20.94 Point Wells – Planned Area 4, to Title 20 of the Shoreline Municipal Code
<b>DEPARTMENT:</b>	Planning and Community Development
<b>PRESENTED BY:</b>	Andrew Bauer, Senior Planner
<b>ACTION:</b>	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Point Wells, which is located in unincorporated Snohomish County, has been identified as a potential area for annexation by both the City of Shoreline and Town of Woodway. Each jurisdiction has an adopted subarea plan which details a vision and policies that would direct future redevelopment of the subarea.

The 2019 Settlement and Interlocal Agreement (ILA) between the City of Shoreline and the Town of Woodway set the framework to create a joint work group with representatives from each jurisdiction to prepare a shared set of subarea plan policies and development regulations for the Point Wells Subarea intended to be implemented upon annexation by either Woodway or Shoreline.

Together with the Point Wells Subarea Plan adopted by Council on November 23, 2020 via Ordinance No. 909, proposed Ordinance No. 908 (Attachment A) would establish a new zoning designation for the subarea that would become effective upon annexation. The proposed “Point Wells – Planned Area 4” development regulations would implement the subarea plan and zoning.

The first of two required public hearings to consider pre-annexation zoning was held on November 9, 2020. Tonight, Council is scheduled to hold the second public hearing and potentially adopt proposed Ordinance No. 908.

**RESOURCE/FINANCIAL IMPACT:**

Updates to the Point Wells Subarea Plan and adoption of zoning and development regulations for the subarea will provide some certainty to the adjacent community and the property owners in the subarea. If the subarea is annexed to Woodway, City staff would be involved in coordinating closely with the Town on any future development proposals. If the subarea is not annexed to Woodway, then City staff time and resources could be used to pursue annexation. If annexed into Shoreline, the City would be the lead agency for future development proposals and environmental review.

## **RECOMMENDATION**

Tonight, in accordance with RCW 35A.14.340, Council is scheduled to hold the second required public hearing on the proposed pre-annexation zoning and development regulations in proposed Ordinance No. 908. Following the public hearing, staff recommends Council adopt proposed Ordinance No. 908 to implement the zoning and development regulations for the Point Wells Subarea as proposed by the Planning Commission, with the staff-proposed amendments presented in this report.

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

## BACKGROUND

Point Wells is an approximately 61-acre area of unincorporated Snohomish County. It is bound on the west by Puget Sound, on the north and east by the Town of Woodway, and on the south by the City of Shoreline. An active rail line, owned by Burlington Northern Santa Fe (BNSF), bisects a portion of the subarea on the east. There is also an existing portal structure near the southern portion of the subarea as part of the Brightwater sewage treatment pipeline, owned by King County. The only vehicle access to the subarea is through Shoreline via Richmond Beach Drive.

The majority of the subarea is owned by BSRE and is used as an asphalt plant. The subarea has been in industrial use for more than 50 years.



*Figure 1 – Point Wells Subarea*

The City of Shoreline’s first Comprehensive Plan was adopted in 1998 and designated the Point Wells Subarea as a Potential Annexation Area (PAA). The subarea’s designation was later revised to a Future Service and Annexation Area (FSAA) to recognize that even if the subarea is not annexed into the City, Shoreline may be the jurisdiction predominantly providing public services. The subarea has also been designated as a PAA for the Town of Woodway.

In 2019, the City and Town of Woodway entered into an ILA which identifies common areas of interest with respect to the Point Wells Subarea and its potential future annexation and redevelopment. As provided in the ILA, a joint work group consisting of staff from the two jurisdictions was formed.

The purpose of the work group was to develop a common set of policies and development regulations to be recommended for consideration to each respective Planning Commission and City Council. A common set of policies and regulations will create clarity for the subarea's vision, regardless of whether it is annexed to the Town of Woodway or the City of Shoreline. The newly adopted Point Wells Subarea Plan and associated Planned Area 4 (PA 4) development regulations are the result of the joint work group's efforts.

At the November 9, 2020 Council meeting, staff presented the proposed regulations in detail and highlighted recommended revisions that would change the method of calculating residential density to net acres, and to clarify the traffic restrictions on Richmond Beach Dr / Richmond Beach Rd. Council requested the revisions be incorporated into the proposed regulations (Attachment A, Exhibit A). The staff report for the November 9, 2020 Council meeting can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport110920-8b.pdf>.

### **DISCUSSION**

The City Council discussed two potential revisions to the Planning Commission's recommendation at the November 9, 2020 meeting:

#### **Amendatory Motion #1 – Updating Proposed Section 20.94.025**

*20.94.025 Development standards.*

- A. *Residential Density. Development shall not exceed a maximum density of 44 dwelling units per ~~gross~~-net acre. For purposes of this section, net acre shall mean the acreage of a site, excluding roads, drainage detention/retention areas, biofiltration swales, areas required for public use, lands covered by high tides, and critical areas and their required buffers.*

...

Rationale: As discussed above, the Town of Woodway is considering similar policies and regulations pursuant to the ILA. 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 Woodway will also be proposing the use of net density. Staff is recommending Shoreline's amendments be revised to maintain alignment with Woodway as called for in the ILA.

**Amendatory Motion** – If Council would like to amend proposed SMC Section 20.94.025, a Councilmember would need to move to modify the Planning Commission's recommendation as follows:

*I move to modify the Planning Commission's recommendation by amending SMC Section 20.94.025, subsection A to read: "Residential Density. Development shall*

*not exceed a maximum density of 44 dwelling units per net acre. For purposes of this section, net acre shall mean the acreage of a site, excluding roads, drainage detention/retention areas, biofiltration swales, areas required for public use, lands covered by high tides, and critical areas and their required buffers.”*

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

### **Amendatory Motion #2 – Updating Proposed Section 20.94.045 Subsection A**

*20.94.045 Transportation.*

*A transportation study shall be prepared and submitted with the application for a development agreement. The scope of the transportation study shall be established by the City Traffic Engineer and include at a minimum the following elements:*

*A. Development within Point Wells shall comply with the following traffic restrictions:*

- 1. not generate more than to 4,000 average daily trips (ADT) onto Richmond Beach Drive shall be limited to 4,000 average daily trips (ADT) and; within the City of Shoreline and*
- 2. 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 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 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 proposed SMC Section 20.94.045, a Councilmember would need to move to modify the Planning Commission’s recommendation as follows:

*I move to modify the Planning Commission’s recommendation by amending SMC Section 20.94.045 subsection A 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 (ADT) 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 the Council amend the Planning Commission recommendation with the language provided in the amendatory motion.

### **Amendatory Motion #3 – Updating Proposed Section 20.94.045 Subsection B**

Based on discussion at the November 9, 2020 Council meeting, staff included one additional revision to clarify the 250 ADT threshold to provide a secondary access

through Woodway is a cumulative total for all development within the subarea. The proposed revision is shown below:

*20.49.045 Transportation.*

...

*B. 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. The average daily trips shall be counted cumulatively for all development in the entire PA 4 zone.*

...

**Rationale:** The staff recommended revision adds clarification of the intent for the vehicle trip threshold to apply cumulatively within the entire subarea and not per development.

**Amendatory Motion** – If Council would like to amend proposed SMC Section 20.94.045, a Councilmember would need to move to modify the Planning Commission's recommendation as follows:

*I move to modify the Planning Commission's recommendation by amending SMC Section 20.94.045 subsection B to read: "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. The average daily trips shall be counted cumulatively for all development in the entire PA 4 zone."*

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

### **RESOURCE/FINANCIAL IMPACT**

Updates to the Point Wells Subarea Plan and adoption of zoning and development regulations for the subarea will provide some certainty to the adjacent community and the property owners in the subarea. If the subarea is annexed to Woodway, City staff would be involved in coordinating closely with the Town on any future development proposals. If the subarea is not annexed to Woodway then City staff time and resources could be used to pursue annexation. If annexed into Shoreline, the City would be the lead agency for future development proposals and environmental review.

### **RECOMMENDATION**

Tonight, in accordance with RCW 35A.14.340, Council is scheduled to hold the second required public hearing on the proposed pre-annexation zoning and development regulations in proposed Ordinance No. 908. Following the public hearing, staff recommends Council adopt proposed Ordinance No. 908 to implement the zoning and



development regulations for the Point Wells Subarea as proposed by the Planning Commission, with the staff-proposed amendments presented in this report.

### **ATTACHMENTS**

Attachment A – Proposed Ordinance No. 908

    Exhibit A – Proposed Chapter SMC 20.94, Point Wells – Planned Area 4

Attachment B – Planning Commission Recommendation Memo

**ORDINANCE NO. 908**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON  
ADOPTING PRE-ANNEXATION ZONING FOR THE POINT WELLS  
SUBAREA AND ADDING A NEW CHAPTER, CHAPTER 20.94 POINT  
WELLS – PLANNED AREA 4, TO TITLE 20 OF THE SHORELINE  
MUNICIPAL CODE.**

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

WHEREAS, in 1998, the City designated Point Wells as a potential annexation area and since that time has set forth Comprehensive Plan policies and goals to annex the Point Wells area, adopting the Point Wells Subarea Plan in 2010; and

WHEREAS, RCW 35A.14.330 authorizes the City to propose zoning regulations that will become effective upon the annexation of any area which might reasonably be expected to be annexed by the City at any future time; and

WHEREAS, on September 17, 2020, the City of Shoreline Planning Commission reviewed the proposed Pre-Annexation Zoning; and

WHEREAS, on October 15, 2020, the City of Shoreline Planning Commission held a public hearing on the proposed Pre-Annexation Zoning virtually via Zoom so as to receive public testimony and, at the conclusion of the public hearing, the City of Shoreline Planning Commission voted that the proposed Pre-Annexation Zoning, as presented by Planning staff, be approved by the City Council; and

WHEREAS, RCW 35A.14.340 requires that the City Council hold two or more public hearings, at least thirty days apart, on the proposed Pre-Annexation Zoning; and

WHEREAS, on November 9, 2020 and December 14, 2020, the City Council held the required public hearings on the Pre-Annexation Zoning so as to receive public testimony; both hearings were conducted virtually via Zoom; 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 proposed Pre-Annexation Zoning and the public hearings as provided in SMC 20.30.070 and RCW 35A.14.340; 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 proposed Development Code amendments; and

WHEREAS, the environmental impacts of the proposed Pre-Annexation Zoning resulted in the issuance of a Determination of Non-Significance (DNS) on September 30, 2020; and

WHEREAS, the City Council has determined that the amendments are consistent with and implement the Shoreline Comprehensive Plan, specifically the Point Wells Subarea Plan; serve the purpose of the Unified Development Code as set forth in SMC 20.10.020; and are designed consistent with RCW 35A.14.330;

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

**Section 1. Amendment – New Chapter.** Title 20 of the Shoreline Municipal Code, Unified Development Code, is amended to add a new chapter, Chapter 20.94 Point Wells – Planned Area 4, as set forth in Exhibit A to this Ordinance.

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

A. As required by RCW 36.70A.106, the Director of Planning and Community Development or designee shall transmit a complete and accurate copy of this Ordinance and Exhibit A 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 DECEMBER 14, 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

Date of Transmittal to Commerce: , 2020

**Chapter 20.94**  
**Point Wells – Planned Area 4**

**20.94.010 Purpose and applicability.**

The purpose of the Point Wells – Planned Area 4 (“PA 4”) zone is to implement the goals and policies of the Point Wells Subarea Plan, which envisions a pedestrian-oriented mixed-use development consisting of primarily residential uses in a variety of housing types with limited commercial uses along with public recreation access.

**20.94.015 Relationship to other regulations.**

Development in the PA 4 zone is subject to SMC 20.80, Critical Areas; Division II of the Development Code, Shoreline Master Plan; and SMC 13.12, Floodplain Management. Where conflicts occur between provisions of this subchapter and other City regulations, the more restrictive provisions shall apply.

**20.94.020 Permitted uses.**

- A. Land uses listed in Table 20.94.020A are permitted, subject to an approved development agreement.
- B. Land uses not listed in Table 20.94.020A may be permitted as part of an approved development agreement, provided the development agreement includes written findings that the unlisted land use(s) is consistent with the Point Wells Subarea Plan and the purpose of this subchapter.

Table 20.94.020A

<b><u>NAICS #</u></b>	<b><u>SPECIFIC LAND USE</u></b>
	<u>Live/work units</u>
	<u>Assisted living facilities</u>
	<u>Apartment/Multifamily</u>
	<u>Single-Family Attached (Townhomes)</u>
	<u>Single-family Detached</u>
<u>722</u>	<u>Eating and Drinking Establishments (excluding Gambling Uses)<sup>1</sup></u>
<u>72111</u>	<u>Hotel/Motel</u>
	<u>General Retail Trade/Services<sup>2</sup></u>
	<u>Professional Office</u>
	<u>Parks and Trails</u>
	<u>Recreation/cultural</u>
	<u>Personal services</u>
	<u>Financial institutions</u>
	<u>Parking structures and surface parking lots, accessory to a primary use</u>
	<u>Health and fitness facilities</u>
<u>921</u>	<u>General government/public administration facilities</u>
<u>92216</u>	<u>Fire facility</u>
<u>92212</u>	<u>Police facility</u>
<u>221</u>	<u>Utilities<sup>3</sup></u>
	<u>Wireless Telecommunication Facility<sup>4</sup></u>
	<u>Home Occupation</u>
	<u>Accessory dwelling units</u>

Footnotes:

1. Drive-thrus are prohibited.
2. These general retail trade/services are prohibited in the PA 4 zone:
  - a. Adult use facilities;
  - b. Smoke/vape shop (a business that sells drug paraphernalia and smoking products);
  - c. Marijuana Operations
  - d. Firearm sales;
  - e. Pawnshops; and
  - f. Vehicle sales and service.
3. Utility facilities necessary to serve development in the PA 4 zone are permitted. Utility transmission and distribution shall be located underground. Utility facilities in existence as of December 14, 2020 are not subject to a Development Agreement or Master Development Plan.
4. Subject to the provisions of SMC 20.40.600.

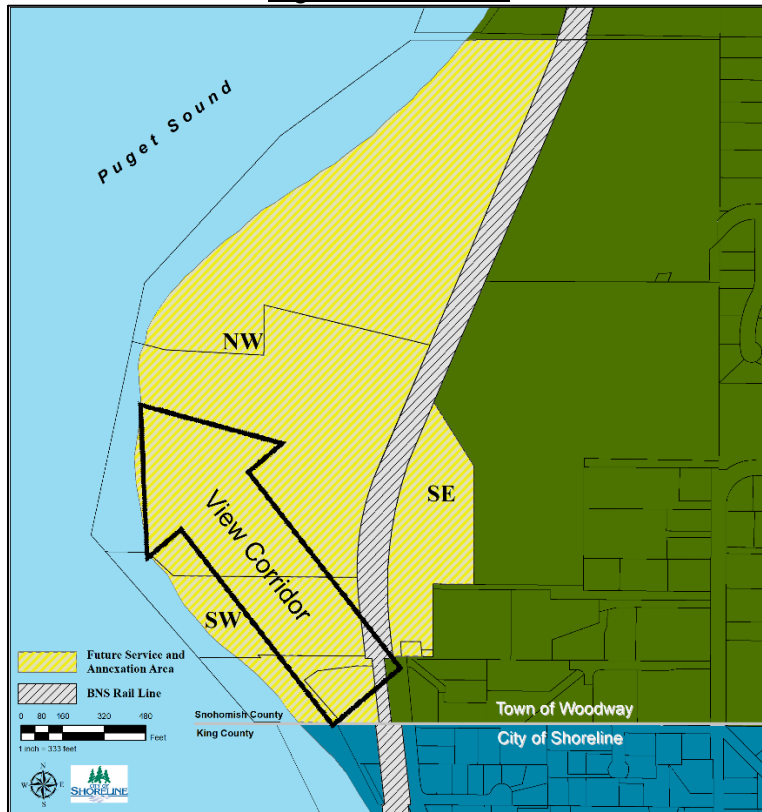
**20.94.025 Development standards.**

- A. Residential Density. Development shall not exceed a maximum density of 44 dwelling units per gross acre.
- B. No building within the development shall exceed 60 dwelling units.
- C. No building within the development shall have a footprint that exceeds 10,000 square feet.
- D. Setbacks. Setbacks shall be consistent with applicable design standards and identified as part of an approved development agreement.
- E. Lot dimensions. There is no minimum lot size or width. Any subdivision of land or alteration of property lines is subject to Subchapter 7 of the Development Code, Subdivisions.
- F. Utilities. All utilities shall be underground. Location of utilities and mechanical areas shall comply with applicable design standards.

**20.94.030 Building Height**

- A. The maximum building height shall be 45 feet, except areas east of the BNSF railroad right-of-way the maximum building height shall be 35 feet.
- B. The maximum building height may be increased to 75 feet west of the BNSF railroad right-of-way provided the applicant conducts a view analysis demonstrating public views from Richmond Beach Drive to Admiralty Inlet are not impacted (as depicted on Figure 20.94.030A). The view analysis and accompanying height limits shall be reviewed and approved concurrently with a development agreement.
- C. Building height shall be measured pursuant to SMC 20.50.050.

Figure 20.94.030A



**20.94.035 Parking.**

A. Development in the PA 4 zone shall comply with the following parking ratios:

Table 20.94.035A

<b>Use</b>	<b>Minimum Spaces Required</b>
<u>Single-family detached/attached/townhouse</u>	<u>2.0 per dwelling unit</u>
<u>Apartment/Multifamily:</u>	
<u>Studio and one bedroom units</u>	<u>0.75 per dwelling unit</u>
<u>Two bedroom or more units</u>	<u>1.5 per dwelling unit</u>
<u>Accessory dwelling units</u>	<u>1.0 per dwelling unit</u>
<u>Home occupation</u>	<u>In addition to required parking for the dwelling unit, 1 for any nonresident employed by the home occupation and 1 for patrons when services are rendered on site</u>
<u>Assisted Living Facilities</u>	<u>1 per 3 dwelling or sleeping units</u>
<u>Restaurants</u>	<u>1 per 75 square feet in dining or lounge area</u>
<u>Hotel/Motel</u>	<u>1 per unit</u>
<u>Conference center</u>	<u>1 per 3 fixed seats, plus 1 per 50 square feet used for assembly purposes without fixed seats, or 1 per bedroom, whichever results in the greater number of spaces</u>
<u>Retail trade uses</u>	<u>1 per 400 square feet</u>
<u>Professional office uses</u>	<u>1 per 500 square feet</u>
<u>Recreation/culture</u>	<u>1 per 300 square feet</u>

<u>Use</u>	<u>Minimum Spaces Required</u>
<u>Parks and trails and public access to shorelines</u>	<u>Parking analysis</u>
<u>General services uses</u>	<u>1 per 300 square feet</u>
<u>Health and fitness facilities</u>	<u>1 per 300 square feet</u>
<u>Public facilities and utilities</u>	<u>Parking analysis</u>

Note: Square feet in the table above refers to net usable area and excludes walls, corridors, lobbies, bathrooms, etc.

- B. If the formula for determining the number of parking spaces results in a fraction, the number of parking 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.
- C. Uses not listed, or uses listed with a parking ratio referring to “Parking analysis” in Table 20.94.035A shall undergo a parking demand analysis prepared by a qualified professional with expertise in parking demand studies. The parking demand study shall be reviewed and approved concurrently with a development agreement.
- D. Public parking areas shall be distributed throughout the project and provided at a rate appropriate to serve publicly-accessible recreation and open space areas.
- E. An applicant may request a reduction of the minimum required parking spaces with the approval of a parking management plan. The parking management plan shall be reviewed and approved concurrently with a development agreement.
- F. Development in the PA 4 zone shall comply with SMC 20.50.410, Parking design standards; SMC 20.50.420, Vehicle access and circulation; and SMC 20.50.440, Bicycle facilities.

**20.94.040 Recreation and open space.**

- A. Development in the PA 4 zone shall provide an integrated public open space network that links together the various open spaces throughout the development and provides public access to shorelines, public open space areas, and publicly-accessible parking.
- B. All development shall provide public recreation and open space at a minimum rate of 10 percent of the gross site area. The minimum public recreation and open space area shall not include, and shall be in addition to, shoreline public access as required pursuant to the Shoreline Management Act, RCW 90.58.
- C. Public recreation and open space areas shall include a mix of active and passive uses.
- D. For developments with an approved phasing plan, each phase of a development shall include a minimum of 10 percent of the gross recreation and open space area required for the phase.

**20.94.045 Transportation.**

A transportation study shall be prepared and submitted with the application for a development agreement. The scope of the transportation study shall be established by the City Traffic Engineer and include at a minimum the following elements:

- A. Development within Point Wells shall not generate more than to 4,000 average daily trips (ADT) onto Richmond Beach Drive 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.
- B. 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.

- C. Connectivity. Development in the PA 4 zone shall provide a network of streets, sidewalks, and multipurpose pathways that are well connected and provide efficient circulation throughout the zone and connect to the surrounding transportation network.
- D. Public and private street cross sections. Street cross sections shall be developed to complement adjoining land uses and implement applicable design standards while also meeting engineering standards for safety and function, and the most recently adopted City of Shoreline Engineering Development Manual. Cross sections for each type of street within the development shall be reviewed and approved concurrently with a development agreement. The table below describes the primary elements for types of streets anticipated within a development.

Table 20.94.045A

<b>Feature</b>	<b>Primary Street (both sides)</b>	<b>Secondary Street (both sides)</b>
Sidewalk	12'	7'
Amenity Zone	5'	5'
Landscaping	Street trees 30' on center	Street trees 30' on center
On Street Parking	Yes (both sides)	Yes (one side)
General Purpose Lane	11' max. lane width	10.5' max. lane width
Right-of-Way Minimum	60'-70'	52.5'

Figure 20.94.045A – Primary Street

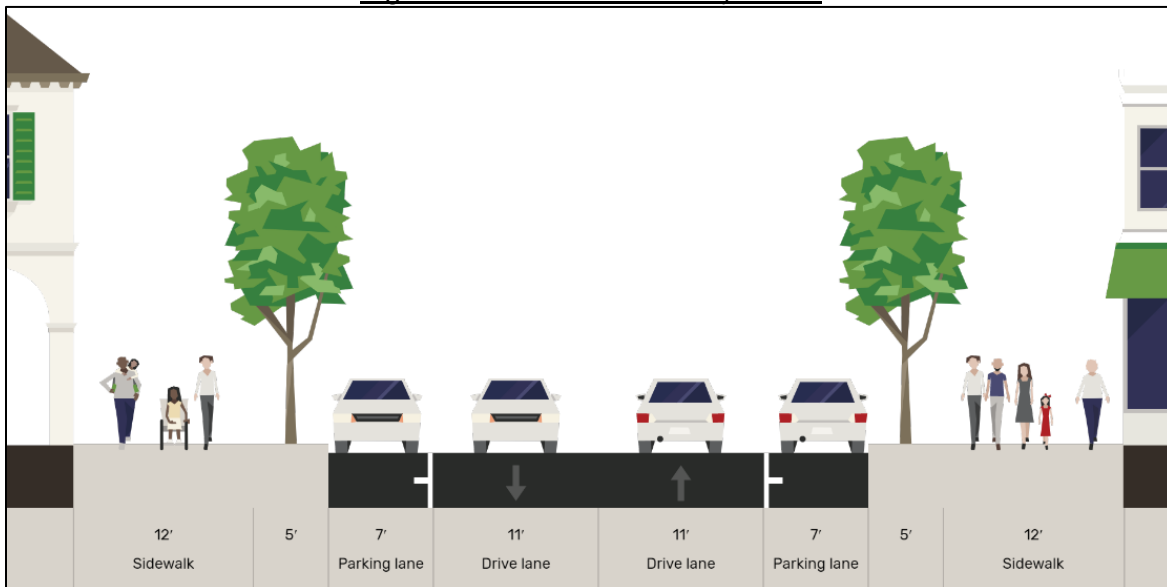
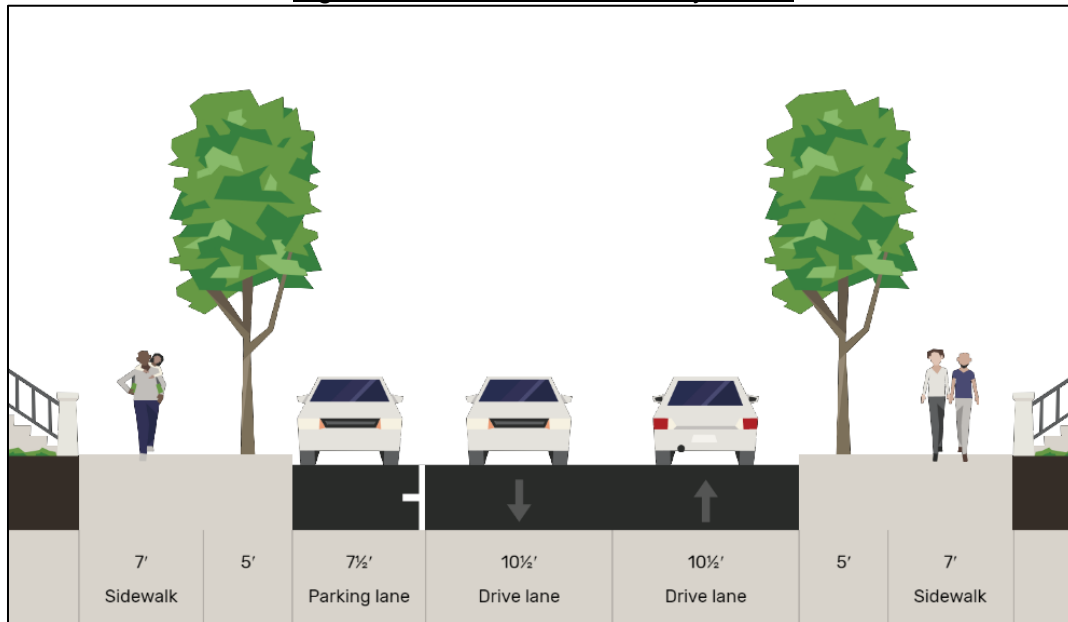


Figure 20.94.045B – Secondary Street

**20.94.050 Design standards.**

Development in the PA 4 zone other than single family detached homes is subject to SMC 20.50 Subchapter 3, Single-Family Attached Residential Design or SMC 20.50 Subchapter 4, Commercial and Multifamily Zone Design.

**20.94.055 Landscaping.**

Landscaping shall be provided throughout the site and integrated as part of the overall project design. Landscaping shall be provided on the perimeter of the site adjacent to existing development. A development-wide conceptual landscape plan identifying landscape locations, dimensions, and type shall be reviewed and approved with the development agreement.

**20.94.060 Signs.**

Signs within the PA 4 zone shall comply with SMC 20.50 Subchapter 8, Signs.

**20.94.065 Sustainability.**

Development in the PA 4 zone shall meet or exceed Tier 4 of the Deep Green development standards, as defined in SMC 20.50 Subchapter 9, Deep Green Incentive Program.

**20.94.070 Outdoor Lighting.**

- A. In addition to the lighting standards in SMC 20.50.115 and the lighting requirements in the design standards, outdoor lighting shall be located and designed to eliminate light pollution by meeting the following:
1. Fixtures shall contain shielding and/or direct cut-off lighting;
  2. Fixtures shall be no brighter than necessary to light the intended area;
  3. Color temperatures shall minimize blue light emissions to the extent feasible;
  4. Timers, dimmers, motion sensors or other adaptive control methods shall be utilized where feasible to turn off lighting when unnecessary; and
  5. Up-lighting shall be limited to accent features, landscaping, and state or federal flags.

**20.94.075 Tree Preservation and Management**

Development in the PA 4 zone shall comply with SMC 20.50 Subchapter 5, Tree Conservation, Land Clearing and Site Grading Standards.

**20.94.080 Neighborhood meeting.**

- A. The applicant shall conduct a neighborhood meeting to discuss the proposed development. The meeting must be held at least 30 days prior to submitting a development agreement application.
- B. The purpose of the neighborhood meeting is to:
  - 1. Ensure the applicant pursues early and effective public participation in conjunction with the proposal, giving the applicant an opportunity to understand and mitigate any real and perceived impacts the proposed development might have to the neighborhood or neighboring cities;
  - 2. Ensure that residents, property owners, business owners, and nearby cities have an opportunity at an early stage to learn about how the proposed development might affect them and to work with the applicant to resolve concerns prior to submittal of a development application.
- C. The neighborhood meeting shall meet the following requirements:
  - 1. Notice of the neighborhood meeting shall be provided by the applicant and shall include the date, time and location of the neighborhood meeting and a description of the project, zoning of the property, site and vicinity maps, the land use applications that may be required, and the name and contact information of the applicant or representative of the applicant to contact for additional information.
  - 2. The notice shall be provided at a minimum to property owners located within 1,000 feet of the proposal, the neighborhood chair as identified by the Shoreline Office of Neighborhoods (note: if a proposed development is within 500 feet of adjacent neighborhoods, those chairs shall also be notified), any city or town whose municipal boundaries are within one mile of the subject property, and to the Department.
  - 3. The notice shall be postmarked 10 to 14 days prior to the neighborhood meeting.
  - 4. The neighborhood meeting shall be held within the City limits of Shoreline.
  - 5. The neighborhood meeting shall be held anytime between the hours of 5:30 p.m. and 9:30 p.m. on weekdays or anytime between the hours of 9:00 a.m. and 9:00 p.m. on weekends.
- D. The neighborhood meeting agenda shall cover the following items:
  - 1. Introduction of neighborhood meeting organizer (i.e. developer, property owner, etc.);
  - 2. Description of proposed project that includes proposed mix of land uses including the number of dwelling units and amount of nonresidential square footage, number of parking spaces, and location and amount of open space;
  - 3. Listing of permits that are anticipated for the project;
  - 4. Description of how comments made at the neighborhood meeting will be used;
  - 5. Provide meeting attendees with the City's contact information;
  - 6. Provide a sign-up sheet for attendees.
- E. The applicant shall provide to the City a written summary of the neighborhood meeting to be included with the development application. The summary shall include the following:
  - 1. A copy of the mailed notice of the neighborhood meeting with a list to whom it was mailed;
  - 2. A list of persons who attended the meeting and their addresses;

3. A summary of concerns, issues, and problems expressed during the meeting.

**20.94.085 Review process.**

- A. A development agreement, pursuant to RCW 36.70B.170 is required for any new development in the PA 4 zone and shall set forth the development standards, conditions, and other provisions that shall apply to govern and vest the development, use, and mitigation of the development. For the purposes of this section, "development standards" includes, but is not limited to:
  1. Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;
  2. The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of State law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
  3. Mitigation measures, development conditions, and other requirements under Chapter 43.21C RCW;
  4. Design standards such as building massing, architectural elements, maximum heights, setbacks, conceptual street and streetscapes, drainage and water quality requirements, palette of potential building materials, conceptual lighting, landscaping, and other development features;
  5. Affordable housing units;
  6. Park development and open space preservation;
  7. Phasing of development;
  8. Review procedures and standards for implementing decisions;
  9. A build-out or vesting period for applicable standards;
  10. Any other appropriate development requirement or procedure;
  11. Preservation of significant trees; and
  12. Connecting, establishing, and improving nonmotorized access.
- B. The City Council shall review the development agreement and may approve, or approve within conditions, the development agreement when all of the following are met:
  1. The proposed development is consistent with goals and policies of the Comprehensive Plan as well as the goals and policies of the Point Wells Subarea Plan.
  2. The proposed development is consistent with the goals, policies, and regulations of the City's Shoreline Master Program.
  3. There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) that meet the City's adopted level of service standards (as confirmed by the performance of a transportation impact analysis) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases, or there will be adequate capacity and infrastructure by the time each phase of development is completed. If capacity or infrastructure must be increased to support the proposed development agreement, the applicant must identify a plan for funding their proportionate share of the improvements.
  4. There is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.

5. The development demonstrates high quality design elements consistent with the City's applicable design standards as referenced in SMC 20.50, Subchapters 2-4.
- C. Development agreement approval procedures. The City Council may approve development agreements through the following procedure:
1. A development agreement application incorporating the elements stated in subsection B of this section may be submitted by a property owner with any additional related information as determined by the Director. After staff review and SEPA compliance, the Planning Commission shall conduct a public hearing on the application. The Planning Commission shall then make a recommendation to the City Council pursuant to the criteria set forth in subsection B of this section and the applicable goals and policies of the Comprehensive Plan. The City Council shall approve, approve with additional conditions, or deny the development agreement by ordinance or resolution;
  2. Recorded Development Agreement. Upon City Council approval of a development agreement under the procedure set forth in this subsection C, the property owner shall execute and record the development agreement with the Snohomish County Auditor's Office to run with the land and bind and govern development of the property.
- D. Consultation on land use permit applications. The City shall provide the Town of Woodway written notice of all land use permit applications in the PA 4 zone within 30 days of permit application, consistent with chapter 36.70B RCW, Local Project Review. Staff from the Town of Woodway shall be invited to attend meetings between Shoreline staff and the applicant relating to such permit applications, pre-application meetings, and shall be provided an opportunity to review and comment.

**20.94.090 Amendments to regulations and standards.**

The City of Shoreline 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 PA 4 development regulations, or that otherwise impacts the uses, development, or redevelopment of the Point Wells area. Notice shall include, but not be limited to, notice of all Planning Commission and City Council meetings and hearings related to such legislative considerations or actions.



TO: Honorable Members of the Shoreline City Council

FROM: Jack Malek, Vice Chair  
Shoreline Planning Commission

DATE: October 15, 2020

RE: Point Wells Pre-Annexation Zoning

The Shoreline Planning Commission has completed its review of the proposed Pre-Annexation Zoning for the Point Wells Area. While annexation of Point Wells has been a long-standing goal of the City, the adoption of Pre-Annexation Zoning at this time is the result of the Settlement and Interlocal Services Agreement between the City and the Town of Woodway addressing services, infrastructure, mitigation, impacts, and other issues related to development or redevelopment of Point Wells.

The Planning Commission held one (1) study session on September 17, 2020 on the proposed Pre-Annexation Zoning 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 20.30.350, the Planning Commission respectfully recommends that the City Council adopt the proposed Pre-Annexation Zoning for Point Wells included in the City Council's packet for the November 9, 2020 regular meeting.

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

<b>AGENDA TITLE:</b>	Public Hearing and Discussing Ordinance No. 916 - Extension of Interim Regulations to Allow for Additional Extensions of Application and Permit Deadlines Beyond Those Provided for in the Shoreline Municipal Code Due to COVID-19 Impacts
<b>DEPARTMENT:</b>	Planning and Community Development
<b>PRESENTED BY:</b>	Rachael Markle, Director, Planning and Community Development
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

On July 27, 2020, the City Council adopted Ordinance No. 893, enacting interim regulations that provide relief for applicants by creating additional extensions of application and permit deadlines due to the economic and health impacts of COVID-19. The interim regulations became effective on August 4, 2020 and will expire on February 4, 2021 if not extended. The COVID-19 pandemic will likely continue to impact the ability of permit customers and Planning and Community Development Department (PCD) staff to process permit applications, which in turn, may cause delays for the commencement of development activities.

Tonight, Council will hold a public hearing on and discuss proposed Ordinance No. 916. This Ordinance would extend these interim regulations for another six months. Proposed Ordinance No. 916 is currently scheduled to be brought back to Council for adoption on January 11, 2021.

**RESOURCE/FINANCIAL IMPACT:**

Extension of the interim regulations adopted by Ordinance No. 893 has the potential to protect the time and financial investment of applicants and permit holders. Supporting the viability of permit applications, approved ready to issue permits and issued permits supports the greater economy and community with little or no impact on the City's resources.

**RECOMMENDATION**

Staff recommends that Council conduct the required public hearing on proposed Ordinance No. 916. No further action is required tonight as this is a Council discussion on the proposed Ordinance. Proposed Ordinance No. 916 is currently scheduled for Council adoption on January 11, 2021.

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

## **BACKGROUND**

The COVID-19 pandemic has impacted the ability of permit customers and Planning and Community Development Department (PCD) staff to process permit applications, which in turn, has caused delays for the commencement of development activities. Recognizing the impacts this had on applicants, the City Manager enacted Temporary Emergency Order No. 6 on May 4, 2020, which suspended application and permit deadlines related to development, effective for approved permits and applications in process as of March 4, 2020.

On July 27, 2020, the City Council adopted Ordinance No. 893 (Attachment A) which rescinded the Temporary Emergency Order and replaced it with interim regulations that provide relief for applicants by creating additional extensions of application and permit deadlines due to the economic and health impacts of COVID-19. The staff report for this Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport072720-7d.pdf>.

### **Interim Regulation Code Sections**

An applicant has two primary deadlines – a deadline for responding to comments or information requests by City staff and a deadline for picking up an approved application.

- SMC Section 20.30.100(D) sets a 180-day deadline for applicants to pick up permits that are ready to issue; and
- SMC Section 20.30.110(C) sets a 90-day deadline for the applicant to respond to requests for additional information and review comment letters.

Each of these Code sections provides for one extension of the permit application deadlines, and Ordinance No 893 provides for a second extension of these application and permit deadlines. Additionally, while SMC Section 12.15 - Use of the ROW - contains the regulatory language for ROW permits, this section does not contain provisions for extension of ROW permit applications. Ordinance No. 893 also provides two extensions of ROW permit applications identical to the deadlines and number of extensions proposed for SMC 20.30.100(D) and 20.30.110(C).

## **DISCUSSION**

As is noted above, Ordinance No. 893 will expire on February 4, 2021 unless extended by Council. Renewal of the interim regulations adopted by Ordinance No. 893 would allow for a continuation of a second extension of these application and permit deadlines. Since COVID-19 is still a threat to our local health and economy, applicants may still benefit from having an additional opportunity to extend both applications in process and permits that are ready to issue.

### **Interim Regulations Authority and Process**

The City Council adopted interim regulations to allow for additional extensions of permit application deadlines, pursuant to RCW 35A.63.220 and under the Growth Management Act (GMA) at RCW 36.70A.390. Under these statutory provisions, the City adopted Ordinance No. 893 without a public hearing and without review and



recommendation by the Planning Commission. As required by State law, a public hearing for Ordinance No. 893 was held on August 10, 2020.

Interim regulations adopted under this section may be effective for not longer than six months but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. Interim regulations may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

### **Findings of Fact**

Findings of Fact supporting the continued need for these interim regulations are as follows:

1. The COVID-19 pandemic continues to pose a threat to public health and the welfare of people living and working in Washington.
2. On February 29, 2020, Governor Inslee signed Proclamation 20-05 declaring a State of Emergency in all counties of the State of Washington.
3. On March 23, 2020, Governor Inslee issued Proclamation 20—25 “Stay Home – Stay Healthy,” that prohibits all people in Washington State from leaving their homes or participating in social, spiritual and recreational gatherings of any kind regardless of the number of participants, and all non-essential businesses in Washington State from conducting business, within limitations. Proclamation 20-25 has been amended eight times since enactment and has been extended to December 14, 2020.
4. On April 29, 2020, Governor Inslee amended Proclamation 20-25. Proclamation 20-25.1 approved criteria for a limited Phase 1 statewide restart for construction activities. These provisions are still in place.
5. On May 4, 2020, version 20-25.3 updated Governor Inslee’s Proclamation to include a four-phased approach to safely reopening the State and further expanded the list of permissible low risk Phase I activities.
6. On June 1, 2020, Proclamation 20-25 was amended for the 4<sup>th</sup> time to transition from the “Stay Home – Stay Healthy” restrictions to the “Safe Start-Stay Healthy” County by County Phased Reopening plan.
7. On July 2, 2020, due to the increased COVID-19 infection rates across the state, Governor Inslee ordered a freeze on all counties moving forward to a subsequent phase, and that freeze remains in place today.
8. On November 15, 2020 Governor Inslee amended Proclamations 20-05 and 20-25 with version 20-25.8 which rolled back the county by county phased reopening in response to a COVID-19 outbreak surge. The latest restrictions place limits on social gatherings, close indoor operations in restaurants, bars, entertainment venues, and fitness centers, and restrict occupancy in retail, grocery, professional services and other facilities until at least December 14, 2020. The specific health concerns and associated social distancing measures in place necessitating the need to extend the interim regulations as described in Ordinance No. 916 are articulated in Proclamation 20-25.8  
[https://www.governor.wa.gov/sites/default/files/proclamations/proc\\_20-25.8.pdf](https://www.governor.wa.gov/sites/default/files/proclamations/proc_20-25.8.pdf).
9. Professional Services such as architectural, engineering and design services are required to mandate that employees work from home when possible and close

offices to the public if possible. Any office that must remain open must limit occupancy to 25 percent of indoor occupancy limits.

10. Construction, permitting and inspection services are allowed to continue under the most recent Gubernatorial proclamation however, City Hall is closed to public and permitting services have been limited to on-line, phone, mail in and drop off services. Inspection services are limited and restricted in some cases to ensure safe social distancing. Additionally, all permit review staff are working remotely. This has created delays in processing and approving applications.

Tonight, Council will hold the required public hearing on and discuss proposed Ordinance No. 916 (Attachment B). This Ordinance would extend the interim regulations to allow for additional extensions of permit application deadlines for another six months. Proposed Ordinance No. 916 is currently scheduled to be brought back to Council for adoption on January 11, 2021.

### **Development Code 2020 Batch Amendment**

On December 7, 2020, Council is scheduled to adopt the 2020 Batch Development Code amendments. The Planning Commission has recommended approval of the following amendment to SMC 20.30.110(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.~~

If this amendment is approved on December 7<sup>th</sup>, then the proposed interim regulation pertaining to SMC 20.30.110(C) should be deleted from proposed Ordinance No. 916. Adoption of the 2020 Batch amendments as recommended by the Planning Commission would codify the ability to obtain multiple permit application extensions for cause rendering the need for an interim solution unnecessary. As this staff report was drafted prior to the December 7<sup>th</sup> adoption of the Batch Code amendments, if Council does adopt this Code amendment on December 7<sup>th</sup>, then staff would recommend that the interim regulation pertaining to it be deleted from proposed Ordinance No. 916 when it is brought back to Council on January 11<sup>th</sup> for adoption.

### **RESOURCE/FINANCIAL IMPACT**

Extension of the interim regulations adopted by Ordinance No. 893 has the potential to protect the time and financial investment of applicants and permit holders. Supporting the viability of permit applications, approved ready to issue permits and issued permits supports the greater economy and community with little or no impact on the City's resources.

## **RECOMMENDATION**

Staff recommends that Council conduct the required public hearing on proposed Ordinance No. 916. No further action is required tonight as this is a Council discussion on the proposed Ordinance. Proposed Ordinance No. 916 is currently scheduled for Council adoption on January 11, 2021.

## **ATTACHMENTS**

Attachment A – Ordinance No. 893 - Interim Regulations to Extend Application Deadlines

Attachment B – Proposed Ordinance No. 916 - Extension of Interim Regulations to Extend Application Deadlines

**ORDINANCE NO. 893****AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON  
ADOPTING INTERIM REGULATIONS FOR THE EXTENSIONS OF  
APPLICATION DEADLINE PERIODS IN RESPONSE TO THE COVID-19  
PANDEMIC; PROVIDING FOR A DURATION OF SIX MONTHS; AND  
SETTING A PUBLIC HEARING.**

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, RCW 35A.63.220 and RCW 36.70A.390 authorize the City of Shoreline to adopt interim regulations with a duration of no more than six (6) months without review and recommendation by the Shoreline Planning Commission and without holding a public hearing; and

WHEREAS, on February 29, 2020, the Washington State Governor declared a State of Emergency in all counties. On March 4, 2020, the City Manager issued a Declaration of Local Public Health Emergency (“Declaration”). This Declaration was ratified by the City Council on March 16, 2020 by the passage of Resolution No. 454. During the first few weeks of March, Public Health – King County/Seattle and the Governor issued directions to close certain types of businesses, engage in social distancing protocols, and limit the size of gatherings to reduce the spread of COVID-19; and

WHEREAS, on March 23, 2020, the Washington State Governor issued the “Stay Home Stay Healthy” Proclamation 20-25, effectively closing all but those businesses deemed to be essential until at least April 6, 2020. On March 25, 2020, the Governor issued a memorandum providing guidance on construction, stating that “[I]n general, commercial and residential construction is not ... an essential activity” with three (3) exceptions – construction related to an essential facility; construction to further a public purpose of a public entity, including publicly-funded low-income housing; and repair construction to prevent spoliation or avoid damage at both non-essential businesses and residential structures; and

WHEREAS, the Washington State Governor has subsequently issued Proclamations and industry-specific guidance allowing most construction activities to occur subject to a COVID-19 exposure control, mitigation, and recovery plan; and

WHEREAS, these restrictions on most construction activities and non-essential businesses that support the industry, such as consultants and material suppliers, may have resulted in an inability for an applicant to timely respond to the City’s comment review letter or to pick up an approved application; and

WHEREAS, the establishment of interim regulations of six months in duration will provide applicants with additional time to act upon applications currently under review and/or approved applications awaiting issuance so as to prevent expiration of those applications during this time of economic downturn; and

WHEREAS, the expiration of applications can have significant financial impacts on the applicant as well as financial institutions or investors that have provided financing for a project and the City's tax revenue from the increase in property values; and

WHEREAS, interim regulations are exempt from SEPA review per WAC 197-11-800(19) Procedural Actions. If the City elects to replace these interim regulations with permanent regulations, SEPA review will be conducted at that time; and

WHEREAS, the City Council considered the interim regulations at its properly noticed July 20, 2020 regular meeting held virtually via Zoom and has determined that the use of the interim regulations is appropriate and necessary; and

WHEREAS, due to the current economic conditions resulting for COVID-19, it is in the best interests of the citizens of the City of Shoreline and its local economy to authorize the Director of Planning and Community Development and the Director of Public Works to temporarily grant extensions of the application deadlines to preclude expiration;

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

**Section 1. Adoption of Findings of Fact.** The City Council hereby adopts the above Recitals as findings of fact to support the adoption of this Ordinance.

**Section 2. Interim Regulations.** These interim regulations relate to Type A, Type B, and Type C applications administered through Title 20 SMC and chapter 12.15 SMC that were valid on March 4, 2020:

- A. SMC 20.30.100(D) In addition to the one extension authorized by this provision, the Director of Planning and Community Development, or designee, is authorized to grant one additional extension of no more than 180 days, for a total possible extension period of 360 calendar days.
- B. SMC 20.30.110(C) In addition to the one extension authorized by this provision, the Director of Planning and Community Development, or designee, is authorized to grant one additional extension of no more than 90 days, for a total possible extension period of 180 calendar days.
- C. SMC 12.15.040(C) The Director of Public Works or designee is authorized to grant an applicant a right-of-way permit extension, in the same number and duration as provided for in Section 1(A) and Section 1(B) of this Ordinance.
- D. An applicant must submit a written request for extension providing justification related to the COVID-19 pandemic, Washington State Governor's Proclamation 20-25, as clarified or amended, or other related federal, state, or local governmental action. The request must be submitted to the City before the expiration of the application for which the extension is being sought.

- E. The applicable Director shall have the authority to grant an extension as provided in this Section for a period of time no more than that provided for in the applicable SMC provision. A Director may grant an extension for less time, may deny an extension in its entirety, or may shorten or revoke a temporary extension for good cause. The decision to approve, deny, shorten, or revoke an extension is a discretionary act and a final decision of the City subject to appeal under chapter 36.70C RCW Land Use Petition Act.
- F. Any temporary extension shall be calculated from the initial expiration date of the application. If a development has multiple applications with differing expiration dates, the later expiration date shall be used for the purpose of calculating these extension provisions.

**Section 3. Public Hearing.** Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall hold a public hearing at 7:00 pm, or soon thereafter, on August 10, 2020, to take public testimony concerning the interim regulations. Pursuant to the Washington State Governor's Proclamation 20-28, as amended, and City Council Resolution No. 459, the public hearing will take place online using the Zoom Webinar platform.

**Section 4. Directions to the City Clerk.**

- A. **Public Hearing.** The City Clerk is hereby directed to establish a Zoom Webinar on August 10, 2020, and to post information on the City's website informing the public how to attend and/or participate in the public hearing.
- B. **Transmittal to the Department of Commerce.** The City Clerk is hereby directed to cause a certified copy of this Ordinance to be transmitted to the Washington State Department of Commerce as provided in RCW 36.70A.106.
- C. **Corrections by 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.
- D. **Ordinance not to be Codified.** Because this Ordinance adopts interim regulations, the City Clerk shall not codify this Ordinance.

**Section 5. Termination of Temporary Emergency Order No. 6.** The City Council hereby terminates the City Manager's Temporary Emergency Order No. 6 as of 11:59 pm September 1, 2020.

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

**Section 7. Publication, Effective Date, and Expiration.** A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect


five (5) days after its publication and shall be in effect for a period of six (6) months from its effective date. After which, these interim regulations shall automatically expire unless extended as provided by statute or otherwise superseded by action of the City Council, whichever occurs first.

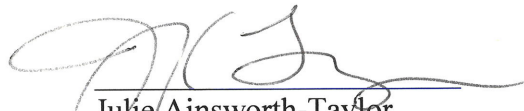
**PASSED BY THE CITY COUNCIL ON JULY 27, 2020**

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

ATTEST:

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Julie Ainsworth-Taylor  
Assistant City Attorney

Date of Publication: July 30, 2020  
Effective Date: August 4, 2020

## ORDINANCE NO. 916

### **AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON EXTENDING THE INTERIM REGULATIONS FOR THE EXTENSIONS OF APPLICATION DEADLINE PERIODS IN RESPONSE TO THE COVID-19 PANDEMIC ADOPTED BY ORDINANCE NO. 893; PROVIDING FOR A DURATION OF SIX MONTHS.**

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, RCW 35A.63.220 and RCW 36.70A.390 authorize the City of Shoreline to adopt interim regulations with a duration of no more than six (6) months without review and recommendation by the Shoreline Planning Commission and without holding a public hearing; and

WHEREAS, on July 27, 2020, due to substantial impacts from the COVID-19 pandemic which resulted in the Washington State Governor's declaration of a State of Emergency, the City Manager's Declaration of Local Public Health Emergency, the Washington State Governor's "Stay Home Stay Healthy" Proclamation 20-25, and subsequent guidance relevant to the construction industry, the City Council adopted Ordinance No. 893, establishing interim regulations authorizing the extension of application deadline periods set forth in the Shoreline Municipal Code (SMC); and

WHEREAS, the interim regulations adopted by Ordinance No. 893 will expire on February 4, 2021 unless extended by the City Council; and

WHEREAS, despite public and private efforts to address the COVID-19 pandemic, Washington State, including King County, is experiencing a substantial increase in the spread of COVID-19; and

WHEREAS, such efforts include Proclamation 20-25.1, approving criteria for a limited Phase 1 statewide restart of construction activities; Proclamation 20-25.3, updating a four-phased approach to safely reopening the State and further expanding the list of permissible low risk Phase 1 activities; Proclamation 20-25.4 providing for a transition from the "Stay Home – Stay Healthy" restrictions to the "Safe Start-Stay Healthy" County by County Phased Reopening plan; however, due to the increased COVID-19 infection rates across the state, Governor Inslee ordered a freeze on all counties moving forward to a subsequent phase, and these restrictions remain in place; and

WHEREAS, on November 15, 2020 Governor Inslee issued Proclamation 20-25.8 which rolled back the phased reopening in response to a COVID-19 outbreak surge. The latest restrictions place limits on social gatherings, close indoor operations in restaurants, bars, entertainment venues, and fitness centers, and restrict occupancy in retail, grocery, professional services and other facilities until at least December 14, 2020; and



WHEREAS, these restrictions continue to impact the construction industry, including supporting consultants, by creating an inability for an applicant to timely respond to the City's comment review letter or to pick up an approved application; and

WHEREAS, while construction, permitting, and inspection services are allowed to continue under the most recent Gubernatorial proclamation, City Hall is closed to the public, and permitting services which have been limited to on-line, phone, mail in and drop off services. Inspection services are limited and restricted in some cases to ensure safe social distancing. Additionally, all permit review staff are working remotely. This has created delays in processing and approving applications; and

WHEREAS, the extension of the previously enacted interim regulations for an additional six month period will provide applicants with additional time to act upon applications currently under review, and/or approved applications awaiting issuance, so as to prevent expiration of those applications during this unprecedented time in the City's history; and

WHEREAS, interim regulations are exempt from SEPA review per WAC 197-11-800(19) Procedural Actions. If the City elects to replace these interim regulations with permanent regulations, if applicable, SEPA review will be conducted at that time; and

WHEREAS, the City Council considered the interim regulations at its properly noticed December 14, 2020 regular meeting, at which it held the statutorily required public hearing, held virtually via Zoom, determined that the extension of the interim regulations is appropriate and necessary; and

WHEREAS, due to the current economic conditions resulting from COVID-19, it is in the best interests of the citizens of the City of Shoreline and its local economy to authorize the Director of Planning and Community Development and the Director of Public Works to temporarily grant extensions of the application deadlines to preclude expiration;

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

**Section 1. Adoption of Findings of Fact.** The City Council hereby adopts the above Recitals as findings of fact to support the adoption of this Ordinance and incorporates by reference the Recitals set forth in Ordinance No. 893.

**Section 2. Interim Regulations.** These interim regulations relate to Type A, Type B, and Type C applications administered through Title 20 SMC and chapter 12.15 SMC that were valid on March 4, 2020:

- A. SMC 20.30.100(D) In addition to the one extension authorized by this provision, the Director of Planning and Community Development, or designee, is authorized to grant one additional extension of no more than 180 days, for a total possible extension period of 360 calendar days.
- B. SMC 20.30.110(C) In addition to the one extension authorized by this provision, the Director of Planning and Community Development, or designee, is authorized to grant

one additional extension of no more than 90 days, for a total possible extension period of 180 calendar days.

- C. SMC 12.15.040(C) The Director of Public Works or designee is authorized to grant an applicant a right-of-way permit extension, in the same number and duration as provided for in Section 1(A) and Section 1(B) of this Ordinance.
- D. An applicant must submit a written request for extension providing justification related to the COVID-19 pandemic, Washington State Governor's Proclamation 20-25, as clarified or amended, or other related federal, state, or local governmental action. The request must be submitted to the City before the expiration of the application for which the extension is being sought.
- E. The applicable Director shall have the authority to grant an extension as provided in this Section for a period of time no more than that provided for in the applicable SMC provision. A Director may grant an extension for less time, may deny an extension in its entirety, or may shorten or revoke a temporary extension for good cause. The decision to approve, deny, shorten, or revoke an extension is a discretionary act and a final decision of the City subject to appeal under chapter 36.70C RCW Land Use Petition Act.
- F. Any temporary extension shall be calculated from the initial expiration date of the application. If a development has multiple applications with differing expiration dates, the later expiration date shall be used for the purpose of calculating these extension provisions.

**Section 3. Public Hearing.** Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council held a public hearing on the extension of the interim regulations on December 14, 2020. Pursuant to the Washington State Governor's Proclamation 20-28, as amended, and the City Council Resolution No. 459, the public hearing was held online using the Zoom Webinar platform.

#### **Section 4. Directions to the City Clerk.**

- A. **Transmittal to the Department of Commerce.** The City Clerk is hereby directed to cause a certified copy of this Ordinance to be transmitted to the Washington State Department of Commerce as provided in RCW 36.70A.106.
- B. **Corrections by 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.
- C. **Ordinance not to be Codified.** Because this Ordinance adopts interim regulations, the City Clerk shall not codify this Ordinance.

**Section 5. 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 6. Publication, Effective Date, and Expiration.** A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect five (5) days after its publication and shall be in effect for a period of six (6) months from its effective date. After which, these interim regulations shall automatically expire unless extended as provided by statute or otherwise superseded by action of the City Council, whichever occurs first.

**PASSED BY THE CITY COUNCIL ON JANUARY 11, 2021.**

\_\_\_\_\_  
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: \_\_\_\_\_, 2021

Effective Date: \_\_\_\_\_, 2021

Date of Transmittal to Commerce: \_\_\_\_\_, 2021

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

<b>AGENDA TITLE:</b>	Public Hearing and Discussing Ordinance No. 917 – Extension of Interim Regulations for Outdoor Seating
<b>DEPARTMENT:</b>	Planning and Community Development
<b>PRESENTED BY:</b>	Andrew Bauer, Senior Planner
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

On July 27, 2020, the City Council adopted Ordinance No. 895, enacting interim regulations for outdoor seating areas for existing restaurants and bars due to indoor seating restrictions related to COVID-19. The interim regulations will expire on January 27, 2021 if they are not extended. After having been relaxed in some locations with the phased reopening, more stringent restrictions on indoor seating areas were again imposed statewide as cases of COVID-19 have increased in recent weeks – continuing to add economic stress and uncertainty for restaurants and bars.

Tonight, Council will hold a public hearing on and discuss proposed Ordinance No. 917. This Ordinance would extend these interim regulations for another six months. Proposed Ordinance No. 917 is currently scheduled to be brought back to Council for adoption on January 11, 2021.

**RESOURCE/FINANCIAL IMPACT:**

The interim regulations waive fees for temporary outdoor seating areas. The total impact on revenue will vary depending on the number of businesses establishing outdoor seating areas, which has been five businesses to date. However, with the Outdoor Seating Registration process now implemented for private property areas, it is anticipated to use a smaller amount of staff time to process the registrations. Additionally, by expanding occupancy, businesses will hopefully be able to increase their sales and in-turn contribute more to the flow of economic activity in the City (e.g. wages to employees, tax revenue, etc.).

**RECOMMENDATION**

Staff recommends Council conduct the required public hearing on proposed Ordinance No. 917. No further action is required tonight as this is a Council discussion on the proposed Ordinance. Proposed Ordinance No. 917 is currently scheduled for Council adoption on January 11, 2021.

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

## **BACKGROUND**

Eating and drinking establishments have been severely impacted by the COVID-19 pandemic. New statewide restrictions went into effect on November 17, 2020 for a duration of four weeks and prohibit all indoor service for restaurants and bars and limit outdoor seating to a maximum table size of five people.

On July 27, 2020, the City Council adopted Ordinance No. 895 (Attachment A), which established interim regulations for outdoor seating for restaurants and bars. In accordance with State law, the interim regulations adopted in Ordinance No. 895 will expire on January 27, 2021, unless extended by Council. The staff report for this Council action can be found at the following link:  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport072720-8a.pdf>.

The main components of the interim regulations include the following:

- Establishment of an Outdoor Seating Registration for areas on private property;
- Suspension of Temporary Use Permit provisions in SMC 20.30.295 for outdoor seating areas;
- Suspension of minimum off-street parking requirements in SMC 20.50.390 for existing eating and drinking establishments;
- Expedited review for Right-of-Way Site Permits for outdoor seating areas on City ROW; and
- Waiver for application fees and ROW use fees.

To date, there have been five outdoor seating registrations filed with the City. There have not been any applications for use of the ROW.

## **DISCUSSION**

As is noted above, Ordinance No. 895 will expire on January 27, 2021. Extension of the interim regulations would allow for continued flexibility for outdoor seating areas for existing bars and restaurants. Local restaurants and bars may benefit from the continued ability to create outdoor seating areas to adapt to changing restrictions.

### **Interim Regulations Authority and Process**

The City Council has statutory authority to adopt interim regulations pursuant to RCW 35A.63.220 and under the Growth Management Act (GMA) at RCW 36.70A.390. Under these statutory provisions, the City adopted Ordinance No. 895 without a Public Hearing and without review and recommendation by the Planning Commission. As required by State law, a public hearing on Ordinance No. 895 was held on August 10, 2020.

Interim regulations adopted under this section may be effective for not longer than six months but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. Interim regulations may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

## **Findings of Fact**

The interim regulations adopted in Ordinance No. 895 may be renewed for another six-month period following a public hearing, documentation of the findings of fact that support the extension, and adoption of a new ordinance. Findings of Fact supporting the continued need for these interim regulations are as follows:

1. The COVID-19 pandemic continues to pose a threat to public health and the welfare of people living and working in Washington.
2. On February 29, 2020, Governor Inslee signed Proclamation 20-05 declaring a State of Emergency in all counties of the State of Washington.
3. On March 23, 2020, Governor Inslee issued Proclamation 20—25 “Stay Home – Stay Healthy,” that prohibits all people in Washington State from leaving their homes or participating in social, spiritual and recreational gatherings of any kind regardless of the number of participants, and all non-essential businesses in Washington State from conducting business, within limitations. Proclamation 20-25 has been amended eight times since enactment and has been extended to December 14, 2020.
4. On June 1, 2020, Proclamation 20-25 was amended for the 4<sup>th</sup> time to transition from the “Stay Home – Stay Healthy” restrictions to the “Safe Start-Stay Healthy” county by county Phased Reopening plan.
5. On July 2, 2020, due to the increased COVID-19 infection rates across the state, Governor Inslee ordered a freeze on all counties moving forward to a subsequent phase, and that freeze remains in place today.
6. On November 15, 2020 Governor Inslee amended Proclamations 20-05 and 20-25 with version 20-25.8 which rolled back the county by county phased reopening in response to a COVID-19 outbreak surge. The latest restrictions place limits on social gatherings, close indoor operations in restaurants, bars, entertainment venues, and fitness centers, and restrict occupancy in retail, grocery, professional services and other facilities until at least December 14, 2020. The specific health concerns and associated social distancing measures in place necessitating the need to extend the interim regulations as described in proposed Ordinance No. 917 are articulated in Proclamation 20-25.8: [https://www.governor.wa.gov/sites/default/files/proclamations/proc\\_20-25.8.pdf](https://www.governor.wa.gov/sites/default/files/proclamations/proc_20-25.8.pdf).

Tonight, Council will hold the required public hearing on and discuss proposed Ordinance No. 917 (Attachment B). This Ordinance would extend the interim regulations for outdoor seating for restaurants and bars for another six months. Proposed Ordinance No. 917 is currently scheduled to be brought back to Council for adoption on January 11, 2021.

## **RESOURCE/FINANCIAL IMPACT**

The interim regulations waive fees for temporary outdoor seating areas. The total impact on revenue will vary depending on the number of businesses establishing outdoor seating areas, which has been five businesses to date. However, with the Outdoor Seating Registration process now implemented for private property areas, it is anticipated to use a smaller amount of staff time to process the registrations. Additionally, by expanding occupancy, businesses will hopefully be able to increase

their sales and in-turn contribute more to the flow of economic activity in the City (e.g. wages to employees, tax revenue, etc.).

### **RECOMMENDATION**

Staff recommends Council conduct the required public hearing on proposed Ordinance No. 917. No further action is required tonight as this is a Council discussion on the proposed Ordinance. Proposed Ordinance No. 917 is currently scheduled for Council adoption on January 11, 2021.

### **ATTACHMENTS**

Attachment A – Ordinance No. 895 - Interim Regulations for Outdoor Seating  
Attachment B – Proposed Ordinance No. 917 - Extension of Interim Regulations for  
Outdoor Seating

**ORDINANCE NO. 895**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON ADOPTING INTERIM REGULATIONS TEMPORARILY AUTHORIZING OUTDOOR SEATING ON PRIVATE PROPERTY AND WITHIN APPROVED PUBLIC RIGHTS-OF-WAY IN RESPONSE TO THE COVID-19 PANDEMIC; DECLARING AN EMERGENCY; PROVIDING FOR IMMEDIATE EFFECT WITH A DURATION OF SIX MONTHS; AND SETTING A PUBLIC HEARING.**

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, RCW 35A.63.220 and RCW 36.70A.390 authorize the City of Shoreline to adopt interim regulations with a duration of no more than six (6) months without review and recommendation by the Shoreline Planning Commission and without holding a public hearing; and

WHEREAS, on February 29, 2020, the Washington State Governor declared a State of Emergency in all counties. On March 4, 2020, the City Manager issued a Declaration of Local Public Health Emergency (“Declaration”). This Declaration was ratified by the City Council on March 16, 2020 by the passage of Resolution No. 454. During the first few weeks of March, Public Health – King County/Seattle and the Governor issued directions to close certain types of businesses, engage in social distancing protocols, and limit the size of gatherings to reduce the spread of COVID-19; and

WHEREAS, on March 23, 2020, the Washington State Governor issued the “Stay Home - Stay Healthy” Proclamation 20-25 and on May 31, 2020, the Governor amended that Proclamation to provide for a four phase reopening of Washington’s economy – the “Safe Start Washington Phased Reopening County-by-County Plan” (“Safe Start Plan”); and

WHEREAS, while eating and drinking establishments have been permitted to provide delivery and carry-out services during the initial months of the Proclamation and in Phase 1 of the Safe Start Plan, they are permitted to provide for indoor dining at limited capacity in subsequent phases subject to compliance with a COVID-19 exposure control, mitigation, and recovery plan; and

WHEREAS, on June 19, 2020, King County moved into Phase 2 of the Safe Start Plan, which limits indoor customer occupancy for restaurants and taverns to fifty percent (50%) of a building’s occupancy or lower as determined by fire code and, also permits outdoor dining at fifty percent (50%) of capacity and this capacity does not count towards the building’s occupancy limit; and

WHEREAS, eating and drinking establishments have suffered significant financial impacts and the establishment of interim regulations of six months in duration will provide certain outdoor space for eating and drinking establishments to utilize for seating consistent with the Safe Start Plan during this time of economic downturn; and



WHEREAS, permitting establishments to utilize certain portions of the public rights-of-way or private property for outdoor dining will assist in mitigating the impact these establishments have endured due to COVID-19; and

WHEREAS, interim regulations are exempt from SEPA review per WAC 197-11-800(19) Procedural Actions. If the City elects to replace these interim regulations with permanent regulations, SEPA review will be conducted at that time; and

WHEREAS, the City Council considered the interim regulations at its properly noticed July 20, 2020 and July 27, 2020 regular meetings held virtually via Zoom; and

WHEREAS, the City Council has determined that the use of the interim regulations is appropriate and necessary due to the current economic conditions resulting from COVID-19 and, therefore, it is in the best interests of the citizens of the City of Shoreline to provide for outdoor dining within certain public rights-of-way and on private property;

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

**Section 1. Public Emergency Ordinance and Effective Date.** The City Council hereby finds and declares that this Ordinance is a public emergency ordinance necessary for the protection of the public health and safety as stated in Resolution No. 454 and shall take effect and be in full force upon its adoption by a majority vote plus one of the whole members of the City Council and that the same is not subject to a referendum (RCW 35A.11.090). The underlying facts necessary to support this emergency declaration are included in the WHEREAS clauses above, all of which are adopted by reference as findings of facts as set forth in full herein.

**Section 2. Interim Regulations.** Legally permitted eating and drinking establishments existing as of the effective date of this Ordinance may establish temporary outdoor seating areas as provided in the provisions set forth in this section:

**A. Use of Parking Lots on Private Property.**

1. Eating and drinking establishments with access to a private parking lot may use this area for outdoor seating provided:
  - a. The owner or owner's representative submits an Outdoor Seating Area Registration on official form(s) as prescribed and provided by the Department of Planning and Community Development.
    1. There shall be no submittal fee for the Outdoor Seating Area Registration.
2. Any provision contained in a Registration is not intended to interfere with or supersede any contractual obligations and Registrants are solely responsible for ensuring authorization from the property owner to utilize the area.
3. In relationship to outdoor seating areas within private parking lots, the following sections of the Shoreline Municipal Code are suspended:
  - a. SMC 20.30.295: Temporary Use Permit.
  - b. SMC 20.50.390: Minimum off-street parking requirements, provided ADA-accessible stalls are still provided, as may be necessary to comply with ADA standards.

**B. Use of Public Right-of-Way.**

1. Eating and drinking establishments with access to areas such as public sidewalks, on-street parking, or other public space (Public right-of-way) may use these areas for outdoor seating provided:
  - a. The owner or owner's representative shall submit a right-of-way site permit application utilizing official forms provided by the Department of Public Works as required by SMC 12.15.040.
  - b. The Departments of Public Works and Planning and Community Development shall take reasonable steps to review and render a decision on the permit application no more than seven (7) business days after application intake.
  - c. The Director of Public Works shall have discretion to modify standards set forth in the Engineering Design Manual without use of the formal deviation procedures as may be necessary to effectuate the intent of these interim regulations.
2. In relationship to outdoor seating areas within the public rights-of-way, the following sections of the Shoreline Municipal Code are suspended:
  - a. SMC 3.01.010(J)(4): Right-of-way site permit fee.
  - b. SMC 12.15.030(C)(4): Periodic Use fee.

**C. Conditions Applicable to all Outdoor Seating Areas.**

The following provisions are applicable to all Outdoor Seating Area Registrations or Right-of-Way Site Permits.

1. All outdoor seating areas allowed by these interim regulations shall be operated in a safe and sanitary manner and are subject to the following terms and conditions to ensure compliance with:
  - a. All applicable provisions of chapter 15.05 SMC Construction and Building Codes, including but not limited to, the International Building Code, the International Fire Code, and the National Electric Code;
  - b. SMC 9.05 Noise Control;
  - c. All applicable licensing requirements of the Washington State Liquor and Cannabis Board;
  - d. Accessibility requirements of the Americans with Disabilities Act (ADA);
  - e. All applicable provisions of the Code of the King County Board of Health, including but not limited to, Title 5 and Title 5R Food-Service Establishments;
  - f. The Seattle/King County Public Health COVID-19 guidelines for restaurants; and
  - g. Washington's Safe Start Re-Opening Phasing Plan, including any directives issued by the State of Washington.
2. An Outdoor Seating Area Registration or an Outdoor Seating Area Right-of-Way Permit shall be effective for the duration of this Ordinance and any extension thereof. If the City has not adopted permanent regulations permitting outdoor seating areas, these areas shall be removed and restored back to their original condition. If the City has adopted permanent regulations, then continued use of the outdoor seating area shall be subject to such regulations, including but not limited to, obtaining a permit and paying any required fees.
3. The failure of an eating or drinking establishment to adhere to the terms and conditions set forth in the Registration or Permit or to be found operating in a manner that creates

a public nuisance may result in modification, suspension, or revocation of the Registration or Permit. If revoked, the establishment shall not be permitted to operate another outdoor seating area during the duration of this Ordinance, and any extension thereof unless separate permit approval is granted by the Director of Planning and Community Development, which may contain additional conditions. Approval of said permit shall be in the Director's sole discretion.

**D. Shoreline Fire Department.**

Subject to approval by the Shoreline Fire Department, Fire Operational permit fees as set forth in SMC 3.01.020 may be waived or reduced for outdoor seating areas.

**E. Liberal Construction.**

The Director of Planning and Community Development and the Director of Public Works are hereby authorized to liberally administer the Outdoor Seating Area program established by this Ordinance to effectuate the City Council's intent of these interim regulations. This authority includes the imposition of any condition necessary to ensure the public health and safety and the promulgation of rules of procedures to effectuate the program.

**Section 3. Public Hearing.** Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall hold a public hearing at 7:00 pm, or soon thereafter, on August 10, 2020, to take public testimony concerning the interim regulations. Pursuant to the Washington State Governor's Proclamation 20-28, as amended, and City Council Resolution No. 459, the public hearing will take place online using the Zoom Webinar platform.

**Section 4. Directions to the City Clerk.**

- A. Public Hearing.** The City Clerk is hereby directed to establish a Zoom Webinar on August 10, 2020, and to post information on the City's website informing the public how to attend and/or participate in the public hearing.
- B. Transmittal to the Department of Commerce.** The City Clerk is hereby directed to cause a certified copy of this Ordinance to be provided to the Director of Planning and Community Development who shall transmit the Ordinance to the Washington State Department of Commerce within ten (10) calendar days of passage as provided in RCW 36.70A.106.
- C. Corrections by 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.
- D. Ordinance not to be Codified.** Because this Ordinance adopts interim regulations, the City Clerk shall not codify this Ordinance.
- E. Section 5. Reservation of Rights.**

1. The City reserves the right to inspect any outdoor seating area to ensure compliance with the terms and conditions of the Registration or Permit.
2. The City reserves the right, at its discretion, to suspend the provisions of this Ordinance in furtherance of the public health and safety of the residents of the City of Shoreline.

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

**Section 7. Publication.** A summary of this Ordinance consisting of the title shall be published in the official newspaper.

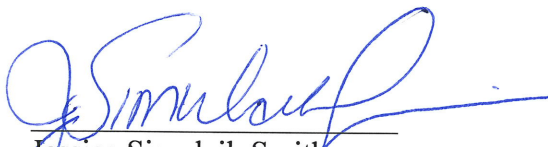
**Section 8. Duration.** This Ordinance shall be in effect for a period of six (6) months from its effective date. After which, these interim regulations shall automatically expire unless extended as provided by statute or otherwise superseded by action of the City Council, whichever occurs first. The City shall provide reasonable notice to Registrants and Permittees no less than twenty-one (21) calendar days prior to the expiration of these interim regulations.


**PASSED BY THE CITY COUNCIL ON JULY 27, 2020 BY A MAJORITY VOTE PLUS ONE OF THE WHOLE MEMBERS OF THE CITY COUNCIL.**

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

ATTEST:

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Julie Ainsworth-Taylor  
Assistant City Attorney

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**ORDINANCE NO. 917**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON  
EXTENDING INTERIM REGULATIONS TEMPORARILY  
AUTHORIZING OUTDOOR SEATING ON PRIVATE PROPERTY AND  
WITHIN APPROVED PUBLIC RIGHTS-OF-WAY IN RESPONSE TO THE  
COVID-19 PANDEMIC ADOPTED BY ORDINANCE NO. 895;  
PROVIDING FOR A DURATION OF SIX MONTHS.**

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, RCW 35A.63.220 and RCW 36.70A.390 authorize the City of Shoreline to adopt interim regulations with a duration of no more than six (6) months without review and recommendation by the Shoreline Planning Commission and without holding a public hearing; and

WHEREAS, on July 27, 2020, due to substantial impacts from the COVID-19 pandemic which resulted in the Washington State Governor's declaration of a State of Emergency, the City Manager's Declaration of Local Public Health Emergency, the Washington State Governor's "Stay Home Stay Healthy" Proclamation 20-25, and subsequent guidance relevant to the construction industry, the City Council adopted Ordinance No. 895, establishing interim regulations authorizing outdoor seating on private property and within approved public right-of-way; and

WHEREAS, the interim regulations adopted by Ordinance No. 895 will expire on January 27, 2021 unless extended by the City Council; and

WHEREAS, despite public and private efforts to address the COVID-19 pandemic, Washington State, including King County, is experiencing a substantial increase in the spread of COVID-19; and

WHEREAS, such efforts include Proclamation 20-25.1, approving criteria for a limited Phase 1 statewide restart of construction activities; Proclamation 20-25.3, updating a four-phased approach to safely reopening the State and further expanding the list of permissible low risk Phase 1 activities; Proclamation 20-25.4 providing for a transition from the "Stay Home – Stay Healthy" restrictions to the "Safe Start-Stay Healthy" County by County Phased Reopening plan; however, due to the increased COVID-19 infection rates across the state, Governor Inslee ordered a freeze on all counties moving forward to a subsequent phase, and these restrictions remain in place; and

WHEREAS, on November 15, 2020 Governor Inslee issued Proclamation 20-25.8 which rolled back the phased reopening in response to a COVID-19 outbreak surge. The latest restrictions place limits on social gatherings, close indoor operations in restaurants, bars, entertainment venues, and fitness centers, and restrict occupancy in retail, grocery, professional services and other facilities until at least December 14, 2020; and

WHEREAS, the extension of the previously enacted interim regulations for an additional six months period will allow eating and drinking establishments to continue to utilize outdoor areas

so as to maintain the viability of their businesses and provide the community with opportunities outside of their homes in a safe manner; and

WHEREAS, interim regulations are exempt from SEPA review per WAC 197-11-800(19) Procedural Actions. If the City elects to replace these interim regulations with permanent regulations, if applicable, SEPA review will be conducted at that time; and

WHEREAS, the City Council considered the interim regulations at its properly noticed December 14, 2020 meeting, at which it held the statutorily required public hearing, held virtually via Zoom; and

WHEREAS, eating and drinking establishments have suffered significant financial impacts, and the establishment of interim regulations of six months in duration will provide certain outdoor space for eating and drinking establishments to utilize for seating consistent with the Safe Start Plan during this time of economic downturn; and

WHEREAS, permitting establishments to utilize certain portions of the public right-of-way or private property for outdoor dining will assist in mitigating the impact these establishments have endured due to COVID-19; and

WHEREAS, the City Council has determined that the use of the interim regulations is appropriate and necessary due to the current economic conditions resulting from COVID-19 and, therefore, it is in the best interests of the citizens of the City of Shoreline to provide for outdoor dining within certain public right-of-way and on private property;

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

**Section 1. Adoption of Findings of Fact.** The City Council hereby adopts the above Recitals as findings of fact to support the adoption of this Ordinance and incorporates by reference the Recitals set forth in Ordinance No. 895.

**Section 2. Interim Regulations.** Legally permitted eating and drinking establishments existing as of the effective date of Ordinance No. 895 may establish temporary outdoor seating areas as provided in the provisions set forth in this section:

**A. Use of Parking Lots on Private Property.**

1. Eating and drinking establishments with access to a private parking lot may use this area for outdoor seating provided:
  - a. The owner or owner's representative submits an Outdoor Seating Area Registration on official form(s) as prescribed and provided by the Department of Planning and Community Development.
    1. There shall be no submittal fee for the Outdoor Seating Area Registration.
2. Any provision contained in a Registration is not intended to interfere with or supersede any contractual obligations and Registrants are solely responsible for ensuring authorization from the property owner to utilize the area.
3. In relationship to outdoor seating areas within private parking lots, the following sections of the Shoreline Municipal Code are suspended:

- a. SMC 20.30.295: Temporary Use Permit.
- b. SMC 20.50.390: Minimum off-street parking requirements, provided ADA-accessible stalls are still provided, as may be necessary to comply with ADA standards.

**B. Use of Public Right-of-Way.**

- 1. Eating and drinking establishments with access to areas such as public sidewalks, on-street parking, or other public space (Public right-of-way) may use these areas for outdoor seating provided:
  - a. The owner or owner's representative shall submit a right-of-way site permit application utilizing official forms provided by the Department of Public Works as required by SMC 12.15.040.
  - b. The Departments of Public Works and Planning and Community Development shall take reasonable steps to review and render a decision on the permit application no more than seven (7) business days after application intake.
  - c. The Director of Public Works shall have discretion to modify standards set forth in the Engineering Design Manual without use of the formal deviation procedures as may be necessary to effectuate the intent of these interim regulations.
- 2. In relationship to outdoor seating areas within the public right-of-way, the following sections of the Shoreline Municipal Code are suspended:
  - a. SMC 3.01.010(J)(4): Right-of-way site permit fee.
  - b. SMC 12.15.030(C)(4): Periodic Use fee.

**C. Conditions Applicable to all Outdoor Seating Areas.**

The following provisions are applicable to all Outdoor Seating Area Registrations or Right-of-Way Site Permits.

- 1. All outdoor seating areas allowed by these interim regulations shall be operated in a safe and sanitary manner and are subject to the following terms and conditions to ensure compliance with:
  - a. All applicable provisions of chapter 15.05 SMC Construction and Building Codes, including but not limited to, the International Building Code, the International Fire Code, and the National Electric Code;
  - b. SMC 9.05 Noise Control;
  - c. All applicable licensing requirements of the Washington State Liquor and Cannabis Board;
  - d. Accessibility requirements of the Americans with Disabilities Act (ADA);
  - e. All applicable provisions of the Code of the King County Board of Health, including but not limited to, Title 5 and Title 5R Food-Service Establishments;
  - f. The Seattle/King County Public Health COVID-19 guidelines for restaurants; and
  - g. Washington's Safe Start Re-Opening Phasing Plan, including any directives issued by the State of Washington.
- 2. An Outdoor Seating Area Registration or an Outdoor Seating Area Right-of-Way Permit shall be effective for the duration of this Ordinance and any extension thereof. If the City has not adopted permanent regulations permitting outdoor seating areas, these areas shall be removed and restored back to their original condition. If the City has adopted permanent regulations, then continued use of the outdoor seating area



shall be subject to such regulations, including but not limited to, obtaining a permit and paying any required fees.

3. The failure of an eating or drinking establishment to adhere to the terms and conditions set forth in the Registration or Permit, or to be found operating in a manner that creates a public nuisance, may result in modification, suspension, or revocation of the Registration or Permit. If revoked, the establishment shall not be permitted to operate another outdoor seating area during the duration of this Ordinance, and any extension thereof unless separate permit approval is granted by the Director of Planning and Community Development, which may contain additional conditions. Approval of said permit shall be in the Director's sole discretion.

**D. Shoreline Fire Department.**

Subject to approval by the Shoreline Fire Department, Fire Operational permit fees as set forth in SMC 3.01.020 may be waived or reduced for outdoor seating areas.

**E. Liberal Construction.**

The Director of Planning and Community Development and the Director of Public Works are hereby authorized to liberally administer the Outdoor Seating Area program established by this Ordinance to effectuate the City Council's intent of these interim regulations. This authority includes the imposition of any condition necessary to ensure the public health and safety and the promulgation of rules of procedures to effectuate the program.

**Section 3. Public Hearing.** Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council held a public hearing on the extension of the interim regulations on December 14, 2020. Pursuant to the Washington State Governor's Proclamation 20-28, as amended, and City Council Resolution No. 459, the public hearing was held online using the Zoom Webinar platform.

**Section 4. Directions to the City Clerk.**

- A. Transmittal to the Department of Commerce.** The City Clerk is hereby directed to cause a certified copy of this Ordinance to be provided to the Director of Planning and Community Development who shall transmit the Ordinance to the Washington State Department of Commerce within ten (10) calendar days of passage as provided in RCW 36.70A.106.
- B. Corrections by 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.
- C. Ordinance not to be Codified.** Because this Ordinance adopts interim regulations, the City Clerk shall not codify this Ordinance.

**Section 5. Reservation of Rights.**

1. The City reserves the right to inspect any outdoor seating area to ensure compliance with the terms and conditions of the Registration or Permit.

- 2. The City reserves the right, at its discretion, to suspend the provisions of this Ordinance in furtherance of the public health and safety of the residents of the City of Shoreline.

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

**Section 7. Publication.** A summary of this Ordinance consisting of the title shall be published in the official newspaper.

**Section 8. Duration.** This Ordinance shall be in effect for a period of six (6) months from its effective date. After which, these interim regulations shall automatically expire unless extended as provided by statute or otherwise superseded by action of the City Council, whichever occurs first. The City shall provide reasonable notice to Registrants and Permittees no less than twenty-one (21) calendar days prior to the expiration of these interim regulations.

**PASSED BY THE CITY COUNCIL ON JANUARY 11, 2021.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

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