



AGENDA

STAFF PRESENTATIONS

PUBLIC COMMENT

SHORELINE CITY COUNCIL VIRTUAL/ELECTRONIC REGULAR MEETING

Monday, January 11, 2021
7:00 p.m.

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

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

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



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



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



Call into the Live Meeting: 253-215-8782 | Webinar ID: 950 1500 6341



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

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



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

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

| | <u>Page</u> | <u>Estimated Time</u> |
|---|-------------|---------------------------|
| 1. CALL TO ORDER | | 7:00 |
| 2. ROLL CALL | | |
| (a) Proclaiming Dr. Martin Luther King, Jr. Day | <u>2a-1</u> | |
| 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 December 14, 2020 | <u>7a-1</u> | |
| | (b) Approving Expenses and Payroll as of December 24, 2020 in the Amount of \$3,999,844.78 | <u>7b-1</u> | |
| | (c) Authorizing the City Manager to Execute an Interlocal Agreement with King County for Provision of District Court Services | <u>7c-1</u> | |
| | (d) Adopting 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 | <u>7d-1</u> | |
| | (e) Adopting Ordinance No. 917 - Extension of Interim Regulations for Outdoor Seating | <u>7e-1</u> | |
| | (f) Authorizing the City Manager to Execute Contract #9787 with WSP USA, Inc., in the Amount of \$664,972 | <u>7f-1</u> | |
| | (g) Authorizing the City Manager to Execute an Agreement with the King County Flood Control District Awarding Grant Funds for the Pump Station 26 Improvements Project | <u>7g-1</u> | |
| | (h) Authorizing the City Manager to Execute Contract #9697 Surface Water Quality and NPDES Professional Services with Aspect Consulting, LLC, in the Amount of \$300,806 | <u>7h-1</u> | |
| 8. | STUDY ITEMS | | |
| | (a) Discussing Ordinance No. 910 - Amending Shoreline Municipal Code Chapter 8.12 to Expressly Prohibit Waterfowl Feeding | <u>8a-1</u> | 7:20 |
| | (b) Discussing Ordinance No. 918 - Authorizing the Placement of a Ballot Measure on the April 2021 Special Election Ballot to Authorize a Property Tax Bond Measure for Priority Park Improvements and Park Land Acquisition | <u>8b-1</u> | 7:40 |
| 9. | EXECUTIVE SESSION: Litigation and Potential Litigation – RCW 42.30.110(1)(i) | | 8:20 |

The Council may hold Executive Sessions from which the public may be excluded for those purposes set forth in RCW 42.30.110 and RCW 42.30.140. Before convening an Executive Session the presiding officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time a public announcement shall be made that the Session is being extended.

| | | | |
|------------|--------------------|--|------|
| 10. | ADJOURNMENT | | 8:50 |
|------------|--------------------|--|------|

Any person requiring a disability accommodation should contact the City Clerk's Office at 206-801-2230 in advance for more information. For TTY service, call 206-546-0457. For up-to-date information on future agendas, call 206-801-2230 or visit the City's website at shorelinewa.gov/councilmeetings. Council meetings are shown on the City's website at the above link and on Comcast Cable Services Channel 21 and Ziplly Fiber 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.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| | | | |
|----------------------|--|---|--|
| AGENDA TITLE: | Proclamation Declaring January 18, 2021 as Dr. Martin Luther King Jr. Day in the City of Shoreline | | |
| DEPARTMENT: | Community Services | | |
| PRESENTED BY: | Suni Tolton | | |
| ACTION: | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Motion |
| | <input type="checkbox"/> Discussion | <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Proclamation |

ISSUE STATEMENT:

In 1983 President Ronald Reagan signed a bill designating the third Monday of January a federal holiday to honor Reverend Dr. Martin Luther King, Jr., one of the most important civil rights leaders who fought to end racial segregation through nonviolent action.

Born on January 15, 1929, Rev. Dr. Martin Luther King, Jr. skipped both 9th and 11th grades and graduated from high school at the age of fifteen. He attended Morehouse College in Atlanta, where his father and grandfather graduated and studied theology in Pennsylvania at Crozer Theological Seminary. He met and married his wife Coretta Scott in Boston in 1953 and graduated from Boston University with his doctorate in 1955.

As pastor of the Dexter Avenue Baptist Church in Montgomery, Alabama, Rev. Dr. King served as a member of the executive committee of the National Association for the Advancement of Colored People (NAACP) and was selected to lead the Montgomery Bus Boycott of 1955 which lasted 382 days and resulted in the end of segregation on buses. Following the victory from the Montgomery Bus Boycott, 60 ministers and civil rights activists founded the Southern Christian Leadership Conference (SCLC) in 1957 and elected Rev. Dr. King as president, which increased his national presence in support of nonviolent protests, Black voter registration drives, and community organizing efforts. In 1963 images of Black children being brutally attacked with police dogs and water hoses in Birmingham, Alabama were broadcast nationally highlighted the terrors of racial injustice and Rev. Dr. King's "Letter from a Birmingham Jail" explained the rationale for direct action as necessary for change. On August 28, 1963, Rev. Dr. King gave his famous "I Have a Dream" speech at the historic March of Washington with over 200,000 people present. The demonstrations and increased national awareness of racial injustice led to the Civil Rights Act of 1964 which ended segregation in public places and banned employment discrimination. The calls for racial justice also enabled Congress to pass the 1965 Voting Rights Act which prohibits racial discrimination in voting.

In following years, Rev. Dr. King became a vocal opponent of the Vietnam War and worked to unite all in a multiracial coalition with the “Poor Peoples Campaign” to address poverty, unemployment, and advocate for economic justice. Tragically, he was murdered on April 4, 1968 in Memphis, Tennessee, where he had arrived to support a sanitation workers’ strike.

Reverend Dr. King will forever be heralded as an eloquent champion for civil rights despite the constant criticism, threats on his life, and imprisonment that he and his family endured. In 1964 Rev. Dr. King became the youngest person at the time to receive the Nobel Peace Prize at the age of 35. Guided by his Christian faith and influenced by the teachings of nonviolence by Mahatma Gandhi, Reverend Dr. Martin Luther King, Jr. inspired the nation and the world to fight for justice and end racial discrimination through direct action rather than passively allowing injustices to persist.

RECOMMENDATION

Staff recommends that the Mayor announce the issuance of the proclamation.

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



PROCLAMATION

WHEREAS, Reverend Dr. Martin Luther King, Jr., born on January 15, 1929, devoted his life to advancing equality, social justice, and opportunity for all through nonviolence; and

WHEREAS, the Reverend Dr. King called upon all to challenge "man's hostility to man," stating that all people "are tied in an escapable network of mutuality, tied in a single garment of destiny " and that whatever affects one directly, affects everyone indirectly; and

WHEREAS, to achieve Reverend Dr. King's "Beloved Community," there is no true justice without equality; and

WHEREAS, each of us can and must work to make our communities better by undoing individual, institutional, and structural racism through changing policies, behaviors, and beliefs; and

NOW, THEREFORE, I, Will Hall, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim January 18, 2021 as

MARTIN LUTHER KING JR. DAY

And encourage all residents to work to end racism and fight for justice for all.

Will Hall, Mayor

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, December 14, 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 reports and information on various City meetings, projects and events.

4. COUNCIL REPORTS

Councilmember Robertson reported on the recent North King County Shelter Task Force meeting which included an update on the work being done by Lake City Partners at the Enhanced Shelter site. She shared details on the project and information on volunteer opportunities and the scheduled opening. She added that the Task Force is collecting suggestions for next areas of focus.

Councilmember Roberts shared recent election results for the Public Issues Committee Board for the Sound Cities Association.

5. PUBLIC COMMENT

Jackie Kurlle, Shoreline resident, emphasized the importance of the security of both shelter residents and the surrounding community and shared suggestions for meeting this need.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

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

- (a) Approving Minutes of Regular Meeting of November 23, 2020**
- Approving Minutes of Special Meeting of November 30, 2020**
- Approving Minutes of Regular Meeting of November 30, 2020**

- (b) Approving Expenses and Payroll as of November 27, 2020 in the Amount of \$6,683,758.41**

***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 |
| | | | | | \$1,623,856.60 |

***Wire Transfers:**

| Expense Register Dated | Wire Transfer Number | Amount Paid |
|------------------------|----------------------|-------------|
| 11/22/2020 | 1170 | \$40,880.61 |
| | | \$40,880.61 |

***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 |
| 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> |

- (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**
- (d) **Authorizing the City Manager to Execute an Interlocal Agreement with King County for Jail Services Through December 31, 2022**
- (e) **Authorizing the City Manager to Execute a Memorandum of Agreement with King County for Indigency Screening Services for 2021-2022**
- (f) **Adopting Resolution No. 469 – Declaring a City-Owned Vehicle Surplus and Authorizing Its Sale in Accordance with Shoreline Municipal Code Chapter 3.50**

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

Andrew Bauer, Senior Planner, delivered the staff presentation. Mr. Bauer described the collaborative work done with the Town of Woodway to develop a unified approach for the Subarea Plan policies, zoning, and development regulations and reviewed the previous actions taken toward adoption of Ordinance No. 908. He explained the scope of the Ordinance and displayed the staff-proposed revisions to the Planning Commission recommendation, which are: calculating residential density based on net acres and clarifying traffic restrictions and that the secondary access requirement is cumulative. He concluded that the staff recommends adoption of the Planning Commission recommendation with the three proposed revisions as described.

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

Councilmember McConnell moved to adopt Ordinance No. 908. The motion was seconded by Deputy Mayor Scully.

Councilmember McConnell expressed gratitude for the collaborative work that went into addressing concerns regarding the development and for the partnership with the Town of Woodway.

Deputy Mayor Scully moved to adopt all three amendments as proposed by staff and displayed on the screen:

Amendatory Motion #1 – 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.

Amendatory Motion #2 – 20.94.045 Transportation.

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.**

Amendatory Motion #3 – 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.

The motion was seconded by Councilmember McGlashan.

Councilmember Chang moved to substitute language in Amendment 1 with the revised language that was presented in the PowerPoint and described by staff as follows: 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 an acre of land, less land used for roads, drainage detention/retention areas, biofiltration swales, areas required for public use, lands covered by high tides, and critical areas and their required buffers.~~

The motion was seconded by Councilmember McGlashan. The motion passed by unanimous consent, 7-0.

The motion to amend the Planning Commission’s recommendation with the three revisions suggested by staff, one of which was further revised, passed unanimously, 7-0.

The motion to adopt Ordinance No. 908 as amended passed unanimously, 7-0.

- (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

Rachael Markle, Planning and Community Development Director, delivered the staff presentation. Ms. Markle said Ordinance 916 extends the interim regulations adopted in Ordinance No. 893. She stated that it would continue to authorize the extension for permit

pickups and additional response time for applicants during the permit review process. She added that Council previously approved an amendment to the Development Code allowing additional extensions of permit applications, so staff recommends removing that proposed change since the remedy has already been instituted. She stated that the next steps include the Public Hearing and potential adoption, currently scheduled for January 11, 2021.

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

Councilmembers expressed unanimous support for staff making the administrative change to remove the provision as identified and agreed that the Ordinance should return as a Consent Item.

(c) Public Hearing and Discussing Ordinance No. 917 - Extension of Interim Regulations for Outdoor Seating

Andrew Bauer, Senior Planner, delivered the staff presentation. Mr. Bauer stated that Ordinance 917 extends the interim regulations established in Ordinance No. 895, explaining that while the statewide restrictions for indoor seating in bars and restaurants continue, staff recommends extension of the outdoor seating regulations, which require registration for use on private property, waive the temporary use permit and parking requirements, expedite permit review for seating in City right-of-way, and waive registration and permit application fees. Mr. Bauer stated that the next steps include the Public Hearing and potential adoption, currently scheduled for January 11, 2021.

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

Deputy Mayor Scully expressed appreciation for the advantages these interim regulations offer. He said he would like to make this part of the Development Code, since no ill effects have been reported. Councilmember Roberts echoed the sentiment and encouraged staff to add it to the Planning Commission's workplan. Mayor Hall added his support for allowing outdoor spaces to be used as gathering spaces.

The Councilmembers agreed that the Ordinance should return as a Consent Item.

9. ADJOURNMENT

Mayor Hall expressed gratitude for the work of City staff, offered his appreciation for the detailed work of the Councilmembers, and thanked the public for their participation this year.

At 7:39 p.m., Mayor Hall declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| | |
|----------------------|--|
| AGENDA TITLE: | Approval of Expenses and Payroll as of December 24, 2020 |
| DEPARTMENT: | Administrative Services |
| PRESENTED BY: | Sara S. Lane, Administrative Services Director |

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$3,999,844.78 specified in the following detail:

***Payroll and Benefits:**

| Payroll Period | Payment Date | EFT Numbers (EF) | Payroll Checks (PR) | Benefit Checks (AP) | Amount Paid |
|-------------------|--------------|------------------|---------------------|---------------------|-----------------------|
| 11/15/20-11/28/20 | 12/4/2020 | 94461-94662 | 17168-17177 | 81267-81272 | \$705,009.04 |
| 11/29/20-12/12/20 | 12/18/2020 | 94663-94864 | 17178-17187 | 81329-81334 | \$713,530.33 |
| | | | | | <u>\$1,418,539.37</u> |

***Accounts Payable Claims:**

| Expense Register Dated | Check Number (Begin) | Check Number (End) | Amount Paid |
|------------------------|----------------------|--------------------|--------------|
| 11/30/2020 | 81166 | 81180 | \$135,009.24 |
| 11/30/2020 | 81181 | 81181 | \$20,000.00 |
| 11/30/2020 | 81182 | 81189 | \$76,425.10 |
| 12/2/2020 | 81190 | 81198 | \$27,237.44 |
| 12/7/2020 | 81199 | 81205 | \$54,176.13 |
| 12/9/2020 | 80966 | 80966 | (\$4,279.27) |
| 12/9/2020 | 81206 | 81220 | \$322,689.38 |
| 12/9/2020 | 81221 | 81241 | \$325,209.50 |
| 12/9/2020 | 81242 | 81266 | \$23,061.28 |
| 12/15/2020 | 81273 | 81283 | \$92,444.95 |

***Accounts Payable Claims:**

| Expense Register Dated | Check Number (Begin) | Check Number (End) | Amount Paid |
|------------------------|----------------------|--------------------|-----------------------|
| 12/15/2020 | 81284 | 81305 | \$140,523.73 |
| 12/15/2020 | 81306 | 81327 | \$1,182,865.22 |
| 12/20/2020 | 81328 | 81328 | \$57,861.14 |
| 12/22/2020 | 81335 | 81362 | \$115,627.80 |
| 12/22/2020 | 81363 | 81380 | \$12,453.77 |
| | | | <u>\$2,581,305.41</u> |

Approved By: City Manager DT City Attorney MK

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| | |
|----------------------|--|
| AGENDA TITLE: | Authorizing the City Manager to Execute an Interlocal Agreement with King County District Court for Provision of Municipal Court Services |
| DEPARTMENT: | City Manager's Office |
| PRESENTED BY: | Christina Arcidy, Management Analyst |
| ACTION: | <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing |

PROBLEM/ISSUE STATEMENT:

Since incorporation, Shoreline has provided for adjudication of infractions and misdemeanors committed within Shoreline through an agreement with King County District Court (KCDC). KCDC provides court services for the City at the King County Shoreline District Courthouse. The current fifteen year contract expires December 31, 2021.

The 12 current contracted cities have been negotiating a new contract with KCDC for the last year. The proposed Interlocal Agreement's termination date is December 31, 2034, since the termination must align with a judicial election year.

RESOURCE/FINANCIAL IMPACT:

The adopted 2022 criminal justice budget, which also funds jail costs and public defense services, is \$2,010,517. Of that amount, 39.8%, or \$800,000, is allocated toward court services. Traffic infraction revenue offsets \$400,000 of court services annually, and the General Fund supports the remaining \$400,000. Court services provided by King County District Court are billed based on usage. The amount of court services used are impacted by City policies, type and frequency of police emphasis patrols, and types of cases filed by the City Prosecutor's Office.

RECOMMENDATION

Staff recommends Council authorize the City Manager to execute an Interlocal Agreement with King County District Court for Provision of Municipal Court Services.

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

BACKGROUND

City Obligations

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 court, jail, prosecution, and public defense services. The County provides for felony, juvenile, family, civil, and small claims cases through District or Superior Court. Cities must carry out their criminal justice responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements to provide these services. The City has provided these services through an interlocal agreement with King County District Court since incorporation.

Cities are obligated to pay for the costs of prosecution and incarceration of persons committing infractions and misdemeanors within the city. The Shoreline City Attorney administers a contract for prosecuting attorney services and staff. The City currently uses King County Jail, South Correctional Entity (SCORE) Jail, and Yakima County Corrections Jail for jail housing services.

The City is required to provide indigency screening and 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. The City Manager's Office administers contracts for indigency screening services and public defense attorney services and staff.

King County District Court

The King County District Court is the largest court of limited jurisdiction in the state of Washington and is currently responsible for processing approximately a quarter of a million matters per year. The King County District Court is a leader in many areas involving public safety and access to justice:

- The court has the greatest number of problem-solving courts within a court of limited jurisdiction in the state of Washington.
- The court has established judge-supervised probation for the purposes of public safety and reduced recidivism.
- The court has access to and uses a variety of highly successful jail alternative programs.
- The court has improved access to justice by having its multiple facilities linked together as one court through governance and technology. A court user can pay a ticket, clear a warrant, access court files, find out about their case, file legal papers, or research a case at any location.

Of the cases filed annually with King County District Court, about 40% of the filings are the result of service contracts with cities. The remaining 60% of the filings are King County's exclusive responsibility. The cities that currently contract for King County District Court services are Auburn, Beaux Arts, Bellevue, Burien, Carnation, Covington, Duvall, Kenmore, Redmond, Sammamish, Shoreline, and Skykomish. The District Court currently holds court and provides public access at 10 facilities located throughout King County, including Auburn, Bellevue, Burien, Issaquah, King County Courthouse

(Seattle), King County Jail (Seattle-jail calendars only), Redmond, Maleng Regional Justice Center (Kent), Shoreline, and Vashon Island.

Development of Court Services Shared Cost Model

In 2003, the King County Executive gave notice that the County would terminate the interlocal agreement for court services provided by King County District Court (KCDC) effective January 1, 2005. The King County Executive wanted to terminate the existing agreement and begin negotiations for a subsequent agreement as a way to address the Executive's belief that King County was providing a \$3 million annual subsidy towards court services provided to the cities when analyzed using a full cost recovery methodology. The consensus of the Shoreline City Council and other cities at the time was to develop a number of options to compare and review before deciding how court services would be provided in the future.

One of the options the cities pursued was continuing to work with King County for the provision of municipal court services and updating the cost model to ensure cities were paying their proportional share of court costs. At the time, City staff determined that contracting with KCDC for municipal court services provided many advantages to each city, including sharing fixed costs, nearby courthouse location, ability for custom services to meet community needs, and minimizing liability/risk for the City if it were to form and operate its own court.

King County and the cities were able to come to an agreement on a shared cost model and have operated under that model since January 1, 2007, with the most recent update to the cost model in 2017. The cost model ensures that a contract city pays for the KCDC staff and facility time that is used each time a case is filed. The cost is assigned by filing type and was based on a time study of the average clerk and judicial time used to process the case. For example, a traffic infraction case filing uses less court services to service than a driving under the influence case filing, and the cost model took those differences into consideration when determining what each type of filing costs a city. The cost model also takes into consideration facility costs used by King County and the cities to process cases. This includes physical space, security costs, and utilities. Facility space includes clerk desk space, judicial office space, the court room, jury assembly room and a portion of shared space, such as public bathrooms and lobby. The cost model charged the city a prorated basis of all facility costs based on their percentage of case filings at that facility. The Shoreline Courthouse is used by King County, Shoreline, and Kenmore, so those agencies each pay a portion of the total facility costs.

Previous Alternatives Considered

In 2005, the City conducted an analysis of alternatives to the model of King County District Court providing the City's municipal court services. The two alternative models considered were 1) develop a City owned and operated municipal court system, and 2) contract with another municipality for the provision of services. Staff concluded at that time that neither option provided the same level of cost benefit as contracting with King County District Court and provided seven reasons, most of which are still true today and are summarized here:

1. Contracting is part of our service delivery philosophy, helps us provide services at a competitive price, there are no start-up costs for the City, and legal liability falls upon the service provider.
2. King County provides numerous value added services in its service package (of which the newly created Community Court is one); they are experts and have a widespread interest in “providing an accessible forum for the fair, efficient, and understandable resolution of civil and criminal cases; and maintaining an atmosphere of respect for the dignity of all individuals” (King County District Court mission statement).
3. The District Court is centrally located within the city at a well-maintained facility, which includes plenty of parking and is also convenient for our police officers who need to appear in court.
4. Customer service had improved dramatically and continues as a high priority with the District Court leadership, with the Contract Cities receiving regular updates on metrics related to customer service.
5. Shoreline was a heavy user of the County’s probation services program which is paid for completely by the individuals placed on probation as managed by the County.
6. Operational strengths include having a larger jury pool (which reduces demand on resident jury duty) and in-custody jail calendars occur every Saturday and holiday.
7. The City always has a future option to establish its own municipal court or potentially contract with another entity if costs, circumstances, or service levels change dramatically.

More information on the previous alternatives considered can be found here: [Municipal Court Services Analysis – Part 1](#) and [Municipal Court Services Analysis – Part 2](#).

Current Court Usage

The City currently occupies one of the three courtrooms for three days a week at the Shoreline District Courthouse. Kenmore cases, Washington State traffic cases, small claims, and other cases where District Court has jurisdiction make up the remaining portions of the week at Shoreline District Courthouse. One courtroom is also used as a training room and as a space for juror selection one day per month. The courthouse facility is staffed with between 1.5 and 2 judges depending on caseloads.

In 2019, the last year for which we have complete records and was not impacted by the COVID-19 pandemic, the City’s caseload at Shoreline District Court included:

| Type of Offense | Number of Cases | Percent of Total |
|--|------------------------|-------------------------|
| Traffic Infractions | 2,793 | 62.0% |
| Infractions (non-traffic) | 45 | 1.0% |
| Driving Under the Influence (DUI) & Physical Control | 52 | 1.2% |
| Traffic Misdemeanors | 162 | 3.6% |
| Misdemeanors (non-traffic) | 342 | 7.6% |
| Parking Infractions | 1,110 | 24.6% |
| Total Cases | 4,504 | |

Community Court, which began in December 2019 after six months of planning, occurs in City Hall with a King County District Court judge and two clerks in addition to the City Prosecutor, public defender, and police (security).

More information on the current Interlocal Agreement, which is effective January 1, 2007, through December 31, 2021, can be found here: [Approval of Court Services Contract with King County](#).

DISCUSSION

The third 5-year term of the current contract ends on December 31, 2021. The contract cities who negotiated the proposed Interlocal Agreement (Attachment A) determined that each city would bring the proposed interlocal agreement before each respective City Council for discussion and possible approval approximately 12 months before the contract would begin. This is important due to the cost model implications of any city deciding not to go forward, since the cost model spreads fixed costs across the contracted cities and King County. If one or more cities were to end their participation, the fixed costs proposed to be shared by the parties would increase. Depending on which city were to end their participation, these cost increases could be significant.

Contract Terms

Updates to the agreement terms were primarily to improve clarity or ensure the agreement conforms with current laws or the Washington Supreme Court General Rules, which outline the authority and rules of the district courts. The cost model has been updated to better reflect the intent that the parties pay only for the services, staff, and facility space used in conducting their business. A significant change in the cost model is that unused facility space would be the responsibility of King County instead of all parties in a facility being charged a pro rata portion of the facility based on cases. This generates an annual savings for the City of Shoreline of approximately \$85K.

Significant terms of the agreement are summarized here:

Term and Termination: The term extensions have been aligned with the judicial election years as required by Washington State law. Termination notice has been moved to 23 months prior to an effective date of a contract extension to allow contract cities to adjust budgets and/or plan for the alternative provision of municipal court services. The first term is for five years, with the option for two 4-year automatic extensions.

Services and Decision-making: Defines District Court services as including all local court services imposed by Washington State statute, court rule, individual City ordinance, or other regulations. While General Rule (GR) 29, requires that ultimate decision-making authority regarding the management and administration of the District Court remain with the Presiding Judge, this section of the agreement outlines what decisions are to be made with consultation with the contract cities, as well as what decisions GR 29 does not cover and how those decisions would be made with or by the contract cities. Issues covered in this section include, among others, case management processing and management; customer service; probation services; regular court calendars; and judicial services.

Oversight Committees: The agreement continues the use of the two existing oversight committees: District Court Management Review Committee (DCMRC) and Court Facility Management Review Committees (CFMRC).

District Court Management Review Committee (DCMRC): The DCMRC addresses system-wide issues related to the District Court Services provided in the Interlocal Agreement. The Committee will continue to consist of the District Court Chief Presiding Judge, the District Court Chief Administrative Officer, any other District Court representatives designated by the District Court Chief Presiding Judge or Chief Administrative Officer, a representative of the King County Executive, and one representative or designee for each Participating City. DCMRC meets quarterly and conducts a cost and fee reconciliation at least annually as part of its responsibilities.

Court Facility Management Review Committees (CFMRC): Facility level issues related to the Agreement will continue to be addressed by the CFMRC established for each facility, taking into consideration guidance from the DCMRC. The CFMRC for each Division/Facility shall consist of the judges at that facility, the Division presiding judge, the Division director, the court manager, the City prosecutor/attorney, City public defender, and such other representatives as the City or the District Court wishes to include. CFMRC meetings monthly unless the group agrees to cancel.

Facilities: The agreement covers the use of existing King County facilities; what to do in the event of temporary or permanent closure/relocations; what is included in annual facility charges; and capital improvement projects. Annual Facility Costs are additionally addressed in Exhibit A and Exhibit B of the agreement.

Revenue and Filing Fees: This section outlines how and when filing fees are established; the annual reconciliation process undertaken by DCMRC; how the City may use its local court revenue to pay for District Court Services; as well as other revenue and filing fee issues.

One-time Costs for District Court Technology and System Improvement Projects: One-time costs for technology and system-wide improvements, such as the recently finished Case Management System upgrade, benefit both District Court and the contract cities. There was agreement between the District Court and the contract cities that District Court should continue to innovate and improve, and that contract cities believe they should contribute towards the improvements for which they benefit. District Court will involve the contract cities in planning such improvements, which can come at the request of the contract cities. Contract cities will contribute each year to a reserve fund set up under the current agreement to cover the related one-time costs. Shoreline's share of this contribution is and will continue to be based on Shoreline's total weighted filings amongst the other cities. Shoreline contributed \$5,189 to this fund in 2019.

Dispute Resolution: If an issue is unable to be resolved by the parties, this section outlines the various dispute resolution processes that may be followed, including using the DCMRC committee, non-binding mediation, or invoking the termination provision of

the Agreement. The City waves and releases any right to invoke binding arbitration related to this agreement.

ALTERNATIVES ANALYSIS

As noted previously, the City completed an analysis of alternatives to KCDC providing court services for Shoreline in 2005. It has not been updated since then or as part of the ILA renegotiation. Instead, staff reviewed the court service models of Lake Forest Park and Woodinville during the renegotiation to determine if there would be significant savings or service delivery improvements by providing these services differently. The City of Kenmore indicated staff's intent to recommend continuing the agreement with King County District Court and has not recently analyzed the provision of court services.

The City of Lake Forest Park provides their own municipal court. It is open Monday-Friday and conducts hearings twice per week. The 2019-2020 adopted budget was \$1.198M and the 2021-2022 adopted budget is \$1.256M. The court is staffed by 4.3 FTE. Lake Forest Park's model is 50% more expensive, though that could partially be attributed to the traffic safety camera program that generates over \$2.3M in fines annually. Without a similarly robust revenue source, staff would not recommend developing a City owned and operated municipal court system based on the review of the Lake Forest Park model at this time. More information on the City of Lake Forest Park's municipal court services can be found here: [City of Lake Forest Park Proposed 2021-2022 Biennial Budget](#) (see page 58).

The City of Woodinville analyzed the provision of court services in 2015 and decided to transition from King County District Court to Kirkland Municipal Court. While KCDC costs and the cost model influenced their choice to change courts, the decision was also related to the potential to also contract with Kirkland for jail services. Once contracts were signed for both court and jail services with Kirkland, Woodinville police officers were able to spend significantly less time booking someone into jail and no longer needed to transport defendants from jail to court, since Kirkland staff escort defendants to and from court from jail. Since Woodinville only has two or three deputies on duty at any given time, this was an important factor in their choice to contract with another municipality for the provision of services. Kirkland is also less expensive (\$127 per day) than King County Jail (\$202.75 per day). More information on the City of Woodinville's court alternatives analysis can be found here: [Discussion of Municipal Court Alternatives for the City of Woodinville](#).

After reviewing this information and successfully advocating for changes in the proposed interlocal agreement which would save the City \$85K annually, staff does not recommend that the City use staff time to conduct an updated analysis of alternatives to KCDC providing the City's municipal court services at this time.

RESOURCE/FINANCIAL IMPACT

The adopted 2022 criminal justice budget, which also funds jail costs and public defense services, is \$2,010,517. Of that amount, 39.8%, or \$800,000, is allocated toward court services. Traffic infraction revenue offsets \$400,000 of court services annually, and the General Fund supports the remaining \$400,000. Court services

provided by King County District Court are billed based on usage. The amount of court services used are impacted by City policies, type and frequency of police emphasis patrols, and types of cases filed by the City Prosecutor's Office.

RECOMMENDATION

Staff recommends Council authorize the City Manager to execute an Interlocal Agreement with King County District Court for Provision of Municipal Court Services.

ATTACHMENTS

Attachment A: Interlocal Agreement for Court Services effective January 1, 2022

INTERLOCAL AGREEMENT FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY AND THE CITY OF _____

THIS INTERLOCAL AGREEMENT (“Agreement”) FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY (“County”) AND THE CITY OF _____ (“City”) is entered on this ____ day of _____, 2020. County and the City may be referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

1. On August 22, 2006, the County and the original Participating Cities entered into an Interlocal Agreement for Provision of District Court Services (“2006 Agreement”). As of January 1, 2020, Auburn, Beaux Arts, Bellevue, Burien, Carnation, Covington, Duvall, Kenmore, Redmond, Sammamish, Shoreline, and Skykomish are Parties to the 2006 Agreement. The 2006 Agreement expires December 31, 2021, thereby requiring a new interlocal agreement for District Court services.

2. Under the 2006 Agreement, the County is providing the City with District Court services at the King County District Court – _____ Division, _____ Courthouse (“_____ District Court”) located at _____, Washington and the City is sharing in the King County District Court system costs with the other Participating Cities.

3. It is the intent of the County and the Participating Cities to establish mechanisms within this Agreement to ensure court services, case processing, and court operations are delivered as consistently as possible within each District Court, including, for the City, the _____ District Court, and across the King County District Court system.

4. The County and the Participating Cities have established within this Agreement a process under which District Court services, facilities, and costs can be mutually reviewed.

5. The Parties acknowledge that they and the public they together serve have benefited from the flexible and collaborative approach to problem solving that historically has defined the relationship between the Parties and wish to memorialize and continue that approach in this Agreement.

6. The Parties’ relationship has yielded many successes, including implementation of Community Court, the stabilization of the call center, and execution of the Case Management System (CMS) project.

7. The Parties understand that a successful partnership is achieved when the County and the Cities pay for the services each uses in order to have a true reconciliation of the costs to provide such services to the public.

8. The Parties embrace the value of collaboration and transparent communication to seamlessly meet the needs of our changing metropolitan region related to criminal justice services.

9. The County will continue to support a unified, County-wide District Court, utilizing existing facilities, to provide for a more equitable and cost effective system of justice for the citizens of King County. The County will continue to:

- A. Ensure District Court facilities promote system efficiencies, quality services and access to justice;
- B. Consolidate District Court facilities that exist in the same city;
- C. Reconsider facilities if there are changes with Participating Cities or changes in leases;
- D. Work with the Participating Cities to develop a facility plan as it relates to the District Court and District Court related services.

10. In entering into this Agreement for District Court Services, the Participating Cities and County have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

11. With this Agreement, the Parties intend to provide sufficient revenue to the County to allow for the continued provision of District Court services and provide the City with a service level commensurate with that revenue.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Agreement and Exhibits, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neutral form of the words and terms.

City/Participating City: An individual city.

Cities/Participating Cities: The Cities that have contracted with King County for District Court services, collectively.

Court/District Court: The branch of government within King County tasked with providing District Court services to the County and to the Participating Cities.

Court Facility Management Review Committee (CFMRC): A committee that is facility-specific and includes representatives from the County as well as individual Cities served by that facility to discuss facility-level issues. A committee having a different name but serving in this capacity is considered a CFMRC.

District Court Management Review Committee (DCMRC): A committee that includes a representative from all of the Participating Cities to discuss system-wide issues.

District Court System: The King County District Court system as a whole.

Effective Date: January 1, 2022

KCC: King County Courthouse in Seattle, WA.

MRJC: Maleng Regional Justice Center in Kent, WA.

Regular Calendar: A recurring court calendar which requires the attendance of a judge, court staff, and an individual City's prosecutor, public defender, and/or police officers.

1.0 TERM AND TERMINATION

1.1 Term. This Agreement shall be effective as of January 1, 2022 and shall remain in effect for an initial term of five (5) years ending on December 31, 2026. Unless terminated or extended pursuant to Section 1.2, this Agreement shall be automatically extended on the same terms and conditions as follows:

a. For a four (4) year term thereafter commencing January 1, 2027, and expiring on December 31, 2030 (the "First Extension"); and

b. For a four (4) year term thereafter commencing January 1, 2031, and expiring on December 31, 2034 (the "Second Extension").

1.2 Termination and Notice of Termination. This Agreement is terminable by the County, without cause and in its sole discretion, if County provides written notice to the City(ies) it seeks to terminate. Any Participating City may individually terminate its participation in this Agreement, without cause and in its sole discretion, by providing written notice to the County. The terminating party shall provide notice (electronic notice is permitted for this notification only) to all other Participating Cities. Notice of termination shall be provided no later than the following dates:

Initial Term: By February 1, 2025 for termination effective December 31, 2026

First Extension: By February 1, 2029 for termination effective December 31, 2030

Second Extension: By February 1, 2033 for termination effective December 31, 2034

It is the County's and the Participating Cities' intent for Section 1.2 to provide as much or more notice than required by the provisions of RCW 3.50.810 and RCW 35.20.010(3)

and (4) in effect on the Effective Date of this Agreement. If the RCWs are amended to require more notice than Section 1.2 provides, such longer notice requirement shall apply.

1.3 Extension pending conclusion of negotiations with respect to amending Agreement. The County and the Participating Cities may agree in writing to extend any term of this Agreement upon the same terms and conditions if they are negotiating in good faith for amendments to the Agreement. The extension shall be such that expiration of the Agreement occurs not less than 18 consecutive months after the end of good faith negotiations. The end of good faith negotiations may be declared in writing by the County or any individual City. Following such declaration, there shall be a thirty (30) calendar day period in which the County or any individual City may provide written notice to the County or all of the Participating of its intent to let the Agreement expire at the end of the extended Agreement term.

2.0 SERVICES; OVERSIGHT COMMITTEES

2.1 District Court Services Defined. The County and District Court shall provide District Court Services for all Participating Cities' cases filed by a Participating City in its assigned King County District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by Washington State statute, court rule, individual City ordinance, or other regulations as now existing or as hereafter amended, including but not limited to the services identified in Section 2 of this Agreement. Nothing in this Agreement shall permit the Participating Cities, collectively or individually, to regulate the administration of the Court or the selection of particular judges to hear its cases by City ordinance. District Court services may include Community Court services which shall be billed in the same manner as other cases filed by a Participating City in its assigned King County District Court.

2.2 Decision-Making. The County and the Participating Cities recognize that General Rule (GR) 29 requires that the ultimate decision-making authority regarding the management and administration of the Court rests with the Presiding Judge and/or the Division Presiding Judge, and the County and the Participating Cities recognize that the duties imposed by GR 29 are non-delegable except as provided otherwise in GR 29. The provisions of Sections 2.1 through 2.2.7 of this Agreement are subject to GR 29 and the non-delegable duties and responsibilities of the Presiding Judge and/or the Division Presiding Judge contained therein.

2.2.1 Case Processing and Management. The County and District Court shall remain responsible for the filing, processing, adjudication, and penalty enforcement of all Participating Cities' cases filed, or to be filed, by a Participating City in its assigned District Court, whether criminal or civil. Such services shall include but not be limited to: issuance of search and arrest warrants; interpreters for Court hearings, the conduct of motions and

other evidentiary hearings; pre-trial hearings; discovery matters; notifications and subpoenaing of witnesses¹ and parties prior to a scheduled hearing; providing to a Participating City prosecutor (and contract Participating City prosecutor who has signed the required Department of Licensing confidentiality agreement), complete Court calendars, the conduct of bench and jury trials; pre-sentence investigations; sentencing; post-trial motions; the duties of the Courts of Limited Jurisdiction regarding appeals; and any and all other Court functions as they relate to municipal cases filed by the Participating City in its assigned District Court.

- 2.2.2 Changes in Court Processing. Except when determined by the Presiding Judge that a shorter notice period is necessary, the District Court shall provide a Participating City's designated representative(s) DCMRC with sixty (60) calendar days written notice by U.S. Mail or e-mail prior to changes in Court processing procedures that directly impact a Participating City's operations (e.g. may require additional prosecutor or public defense services) in order to provide the Participating City with adequate time to assess the effect of proposed changes on the Participating City's operations, unless a shorter timeframe for notice is mutually agreed upon by the County and the Participating City through the CFMRC.
- 2.2.3 Customer Service. The District Court shall provide a means for the public to contact the Court by telephone, including transferring the caller to a particular Court facility if requested, and front counter access to each Court facility during regular business hours, without lengthy wait. District Court shall provide quarterly reports to the DCMRC on its public access. District Court shall work with the Participating Cities through the DCMRC to address any customer service concerns. In order to minimize workload on District Court staff, the Participating City prosecutor, City public defenders, and City paralegal staff shall have access to their assigned District Court court files through the Court's portal at no additional cost in order to most efficiently obtain necessary information.
- 2.2.4 Probation Services. The County shall provide probation services unless a Participating City elects to provide its own probation services and notifies the County in writing that it does not wish the County to provide probation services. A Participating City shall provide such notice at least six (6) months prior to January 1 of the year in which probation services shall be discontinued. The County shall provide a Participating City not less than twelve (12) months written notice if the County intends to terminate probation services to a Participating City. Notwithstanding this provision, the County may terminate probation services upon not less than six (6) months advance written notice to the City if (a) the County is unable to

¹ When District Court issues subpoenas for witnesses the information contained in the subpoena including addresses and names is not confidential and is part of the public record.

procure sufficient primary or excess insurance coverage or to adequately self-insure against liability arising from the provision of probation services, and (b) the County ceases to provide probation services throughout King County District Court system.

2.2.5 Regular Court Calendars.

2.2.5.1 A Participating City budget for court services assumes a finite number of Regular Calendars. The Participating City's Regular Calendars shall remain scheduled as set forth on Exhibit D to this Agreement. Any Regular Calendar that is to occur on a day other than the day or days specified on Exhibit D shall require the mutual consent of the County and any Participating City that would be impacted by such change. However, a Participating City's prior consent shall not be required if a Regular Calendar is moved to the next judicial day or other day mutually agreed upon in order to make up a day which the District Court was closed due to a Court holiday, inclement weather, emergency circumstances. Prior consent shall not be required to reschedule calendars for judges to attend judicial conference if the calendars moved are those calendars that City prosecutors or public defenders do not normally attend.

2.2.5.2 The provisions of Section 2.2.5.1 regarding Regular Calendars do not apply to other judicial functions and hearings, including but not limited to, jail hearings at the King County Jail (Seattle or Regional Justice Center) or the SCORE Jail hearings or trials that cannot be set on a Participating City's Regular Calendar due to time limitations or transport issues, search warrants, infraction hearings where a Participating City prosecutor or public defender is not required to be present, or mitigation hearings.

2.2.5.3 The County and an individual Participating City are encouraged to work collaboratively to adjust the number of Regular Court Calendars by agreement at any time during the course of this Agreement as necessary for the efficient operation of the District Court. If either the County or a Participating City believes that the number of Regular Court Calendars that a Participating City has are either insufficient or too numerous, then that party shall request a meeting by March 31st of a given calendar year to confer regarding the number of Regular Court Calendars. If the County and a Participating City are unable to agree on changes by April 30th of that calendar year, the Presiding Judge, with the concurrence of the executive committee of the District Court, shall determine the number of Regular Court Calendars that the District Court believes will be sufficient to manage the Participating City's case load with consideration of the caseloads and number of hearings of comparable Participating Cities also being served by the District Court

and the County's caseload. The County shall provide notice to the Participating City of the required changes no later than May 31st of the same calendar year for implementation on January 1 of the subsequent calendar year.

- 2.2.6 Participating City Judicial Services. Not later than September 30, the Participating Cities² whose cases are primarily heard at the same District Court facility shall submit in writing to the Chief Presiding Judge a pool of District Court judges who may hear these Participating Cities' Regular Calendars beginning the next calendar year. The pool shall consist of not less than 75 percent of the judges elected or appointed to the judicial district wherein the facility is located. Within thirty (30) calendar days of an election or notice to the applicable Participating Cities of an appointment of a new judge within the judicial district, the Participating Cities shall be entitled to recreate their pool of District Court judges ("Recreated Pool"). The Recreated Pool shall take effect within thirty (30) calendar days of submission of the pool. In the case of an election, the Recreated Pool shall take effect the next calendar year following the election. Except when the Chief Presiding Judge deems an alternative assignment is necessary, the Chief Presiding Judge shall assign judges from these Participating Cities' pool, whether the original pool or a Recreated Pool, of judges to hear their Regular Calendars. If no pool of judges is submitted by the Participating Cities at a particular facility, the Chief Presiding Judge may assign any judge of the King County District Court system to hear the Regular Calendars at that facility. All other judicial functions and hearings that are not set on a Participating City's Regular Calendars can be heard by any judicial officer of the District Court against whom an affidavit of prejudice has not previously been filed that would prevent the judicial officer from hearing the matter. Each party shall notify the other party via email, telephone, or meeting (between the Cities' DCMRC representative and the Chief Presiding Judge or designee) when there will be a change or action impacting judicial assignments so the parties may discuss potential impacts prior to the change being finalized. This notice requirement does not apply to short-term judicial coverage that lasts up to one month.
- 2.2.7 The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

2.3 District Court Management Review Committee (DCMRC).

- 2.3.1 System-wide issues related to the District Court Services provided pursuant to this Agreement will be monitored and addressed through a District Court Management Review Committee. The Committee shall consist of the District Court Chief Presiding Judge, the District Court

² Procedures of this section shall also apply if only one City is using a court facility.

Chief Administrative Officer, any other District Court representatives designated by the District Court Chief Presiding Judge or Chief Administrative Officer, a representative of the King County Executive, and one representative or designee for each Participating City. On or before the effective date of this Agreement, a Participating City shall identify in writing to the Chief Presiding Judge the name, phone number, e-mail and postal address of its representative and to whom notice as provided in this Section shall be sent. If a Participating City wishes to change the information provided to the Chief Presiding Judge, it shall notify the Chief Presiding Judge in writing at least seven (7) calendar days prior to the change. A Participating City may send its representative or designee to the DCMRC meetings.

- 2.3.2 The DCMRC shall meet at least quarterly unless otherwise agreed and shall make decisions and take actions upon the mutual agreement of the Participating Cities, the County, and the Chief Presiding Judge. Mutual agreement of the Participating Cities is defined as votes representing 65 percent of total Participating Cities' weighted case filings for the prior calendar year and 65 percent of all Participating Cities. The County, the Chief Presiding Judge, or the Participating Cities can vote at any time up to 45 calendar days after DCMRC action unless mutual agreement has been reached sooner. The Chief Presiding Judge or designee shall schedule meetings and submit proposed agendas to the representatives. Any representative may suggest additional agenda items. The Chief Presiding Judge or designee shall provide the DCMRC representatives with written notice of the actions taken by the DCMRC in a timely manner.
- 2.3.3 The DCMRC shall ensure that a cost and fee reconciliation is completed at least annually and that the fees retained by the County and remitted to a Participating City are adjusted to ensure that the County fully recovers its Participating City Case Costs and that the Participating City retains the remaining Fees, as defined and described in Section 4, below.
- 2.3.4 The DCMRC shall provide recommendations and/or guidelines regarding the implementation of services under this Agreement including, but not limited to, court calendar scheduling, public access (such as phone and counter services), officer overtime, officer availability (such as vacation and training schedules), new technology, facility issues, jail issues, and warrant issues.

2.4 Court Facility Management Review Committees (CFMRC). Facility level issues related to this Agreement shall be addressed by the Court Facility Management Review Committee established for each Facility, taking into consideration guidance from the DCMRC. The CFMRC for each Division/Facility shall consist of the judges at that Facility, the Division presiding judge, the Division director, the court manager, the applicable Participating City prosecutor/attorney, the applicable Participating City public

defender, and such other representatives as the Participating City or the District Court wishes to include. On or before the effective date of this Agreement, a Participating City shall identify in writing to the Division Presiding Judge the name(s), phone number(s), e-mail and postal address(es) where notice of meetings shall be sent. If a Participating City wishes to change the information provided to the Division Presiding Judge, it shall notify the Division Presiding Judge at least seven (7) calendar days prior to the change. A Participating City may send its representative(s) or the representative's designee to the CFMRC meetings. Each CFMRC shall meet monthly unless the Court and the applicable Participating Cities agree to cancel a particular meeting. The members shall agree on meeting dates. The CFMRC shall make decisions and take actions upon the mutual agreement of the representatives.

3.0 FACILITIES

3.1 Utilizing Existing County Facilities

- 3.1.1 The County is committed to a unified, County-wide District Court and intends to utilize existing facilities pursuant to the provisions of Section 3.1. The County shall operate a District Court facility within the Cities of Burien, Issaquah, Redmond, and Shoreline unless (1) the County obtains agreement to close a particular facility from all Participating Cities served in the facility proposed to be closed, or (2) notice has been given to terminate the Agreement by the Participating City in which the facility is located.
- 3.1.2 Notice of Facility Closure. If the County determines that it will close a District Court facility within the Cities of Burien, Issaquah, Redmond, and Shoreline and relocate District Court services within the same City, the County shall provide written notice to the Participating City(ies) served in the affected facility. Relocation of the Participating City(ies)'s District Court services under this subsection shall result from the County's determination, after consultation with the Participating City(ies) served in the affected facility, that continuing to operate the facility would 1) pose health and safety risks; 2) exceed the facility's useful life based on the cost of maintaining the facility; or 3) not be able to minimally meet the operational needs of the District Court.
- 3.1.3 Relocation due to Closure. If a County court facility is to be closed pursuant to Subsections 3.1.1 or 3.1.2, the County shall work cooperatively with Participating City(ies) served in the facility to relocate affected District Court services to a different facility. A Participating City impacted by a County court facility closure may choose to relocate to an existing County court facility or move to a different County facility. If

District Court does not already provide services in the facility(ies) proposed for the displaced services, the County and the Participating Cities served in the facility to be closed shall negotiate in good faith a separate agreement. The separate agreement should include, but is not limited to, identifying the location of these services, cost sharing responsibilities and financial commitment, ownership interest (if applicable), and implementation schedule. If the County and any of the Participating City(ies) served in the facility to be closed are unable to come to mutual agreement on relocation in a time frame acceptable to the County and the impacted Participating Cities(ies), notice of termination may be given as set forth in Section 1.2 above.

3.1.4 Other County Facilities. The County also has District Court facilities at the MRJC and the KCC. Upon mutual agreement of the County and a Participating City services may be provided to a Participating City(ies) at the MRJC or KCC. In the event of a relocation of a Participating City's District Court services to the MRJC, KCC, or other County facility not included in this Agreement, the County and the Participating City will negotiate appropriate facility operating and rent costs. All other provisions of this Agreement shall continue to apply.

3.1.5 Temporary Emergency Relocations. The relocation provisions provided above in Sections 3.1.1- 3.1.3, are not intended to apply to temporary emergency relocations which may occur in the event of a facility emergency (e.g. facility flooding, loss of facility heat or water, road closures, etc.) or natural disaster (e.g. earthquake, extreme weather events, etc.). Such temporary relocations may only last until the emergency conditions are resolved if the relocation was done without the consent of the relocated Participating City(ies). Temporary relocations may only be extended beyond the resolution of the emergency conditions or made permanent by mutual consent of the County and the relocated Participating City(ies).

3.1.5.1 Costs. If District Court Services to a Participating City are temporarily relocated from one County court facility to another County court facility, including the MRJC or KCC, due to an emergency, the Participating City's facility operating and rent costs will continue as calculated for the original facility for the duration of the temporary relocation.

3.1.6 Annual Facility Charges. The AFC for existing District Court facilities in the cities of Burien, Issaquah, Redmond, and Shoreline on the Effective Date satisfies the financial obligations of the Participating Cities served by these facilities for facility operations and daily maintenance, major maintenance, and other costs necessary to maintain existing facilities.

This AFC does not cover the costs associated with capital improvements as defined in Section 3.3 and does not entitle a Participating City to any funds or credit toward replacement of the existing facility. The AFC will be included as a reimbursable Participating City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of either a Participating City, the County, or other tenant, shall be excluded from the total square footage and be the sole financial responsibility of the benefiting party. Reimbursement for space dedicated to the sole use of a Participating City shall be based on the financial terms in Exhibit B and included as a Participating City Case Cost under Exhibit A. All other terms and conditions for a Participating City dedicated space shall be covered in a separate agreement. Each year, the County will identify in Exhibit A the square footage of dedicated space for each facility. Empty or unused space at a facility, previously used as dedicated space for the sole benefit and use of either the County, a Participating City(ies), or other tenant, shall be excluded from the total square footage. The AFC for the Burien, Issaquah, Redmond and Shoreline facilities are calculated in accordance with Exhibit B.

- 3.1.7 Call and Payment Center Charge. Participating Cities will pay an AFC for space used for the call center and payment center. The charge shall be calculated in accordance with Exhibit B and included as a reimbursable Participating City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of the County shall be excluded from the total square footage for this space.

3.2 Relocation from a Participating City Facility

- 3.2.1 City Buildings. Where District Court is providing District Court Services to a Participating City in a City-owned or operated facility and where the Participating City or the County wishes to relocate District Court Services to a different facility, the County and the affected Participating City or Participating Cities agree to work cooperatively to enter into a separate agreement to relocate to either a County facility or to another City-owned or operated facility. The agreement should include, but is not limited to the following:

- (a) Identifying a facility location
- (b) Cost sharing responsibilities and financial commitment
- (c) Ownership interest
- (d) Allocation of Implementation Responsibilities
- (e) Implementation schedule
- (f) Operational terms including but not limited to:
 - (i) Depending on location of facility, space for a Participating City's prosecution staff
 - (ii) Holding cells at facility

- 3.2.2 Separate Facility Agreements. The District Court will continue to operate at the Participating City's facility under the terms of a separate agreement between the County and the Participating City until the new location is agreed upon and operational, unless District Court Services are terminated pursuant to Section 1.2 of this Agreement..
- 3.2.3 Temporary Emergency Relocations. The provisions of Section 3.1.5 regarding temporary relocations due to emergency circumstances also apply in the case of District Court Services provided to a Participating City in a City-owned or operated facility, except Section 3.1.5.1 does not apply. If District Court Services for a Participating City must be temporarily relocated from a City-owned or operated facility to a County facility, the County and the Participating City will negotiate appropriate facility operating and rent costs and any other appropriate reimbursement of costs for the temporary relocation.

3.3 Capital Improvement Projects. Capital improvement projects to County facilities are those projects identified in the approved District Court Facilities Master Plan or Capital Improvement Plan.

- 3.3.1 Sole Benefit. Capital improvement projects for space that is dedicated to the sole use and benefit of either a Participating City(ies) or the County shall be funded by the benefiting party. In the case of a capital improvement project solely benefiting a Participating City(ies), the County and the Participating City(ies) will negotiate payment and enter into a separate agreement to address such project.
- 3.3.2 Dual Benefit. Capital improvement projects at a facility for space benefiting both the County and all Participating Cities served in the facility shall be presented to the affected CFMRC. The Participating Cities' contribution to the costs of the capital improvement projects shall be determined by mutual agreement of the County and the Participating Cities served in the affected facility. Absent an approved capital cost sharing agreement between the County and the Participating Cities served in the affected facility, those Participating Cities are not responsible for capital project costs.
- 3.3.3 City Buildings. Where the County and a Participating City have an agreement for the use of a City-owned or operated facility, cost apportionment for capital improvement projects is governed by the agreement between the County and the Participating City rather than Section 3.3.1 and 3.3.2 above.

4.0 REVENUE; FILING FEES ESTABLISHED; CITY PAYMENTS IN LIEU OF FILING FEES; LOCAL COURT REVENUE DEFINED.

4.1 Filing Fees Established. A filing fee is set for every criminal citation and infraction filed with the District Court.³ Filing fees will be established each year by the DCMRC pursuant to statutory criteria and this Section. At or before the commencement of this Agreement, the filing fees shall be as set by the agreement of the Participating Cities.

4.1.1 Pursuant to RCW 3.62.070 and RCW 39.34.180, the County will retain its portion of Local Court Revenues (as defined below) and additional payments pursuant to Section 4.5, if any, as full and complete payment by a Participating City for services received under this Agreement.

4.2 Compensation for Court Costs. The Participating Cities agree that the County is entitled to sufficient revenue to compensate the County for all Participating City Case Costs incurred during the term of this Agreement. For purposes of this Agreement, “Participating City Case Costs” means the sum of the costs for the Participating City as determined by the County pursuant to Exhibit A (including attachments A-Q), Exhibit B, and Exhibit C.

4.3 Annual Reconciliation. To ensure that the revenue provided to the County is equal to the Participating City’s Case Costs incurred in each year of the term of this Agreement, the County shall perform an annual reconciliation of the actual Participating City’s Case Costs in comparison to the Local Court Revenue, as defined in Section 4.9, retained by the County during that year in accordance with Exhibit A. The County will credit the Participating Cities in the reconciliation for each Participating City’s share of offsetting revenue received by the County for District Court from the state, the federal government and other sources. Reconciliations shall be performed as set forth below:

4.3.1 Beginning in 2022 and each year thereafter, the County shall perform a reconciliation of its actual reported Participating City’s Case Costs and the Local Court Revenue retained in the previous year. This reconciliation shall be completed no later than July 31 of each year. The County costs of performing the reconciliations shall be a reimbursable Participating City’s Case Cost and included as a Participating City’s Case Cost under Exhibit A.

4.3.2 No later than August 1 of the year in which the reconciliation is completed, the County shall send each Participating City a written statement as to the findings of the reconciliation.

³ The County and the Participating Cities acknowledge that the filing fees are intended to represent an approximation of the per-case cost for each filing. The County and the Participating Cities further acknowledge that while, in a criminal case, a judge, in their discretion and in accordance with Washington law may order a defendant to pay the filing fee upon conviction (for recoupment to the applicable Participating City), however, a judge may not order an individual who has been found to have committed an infraction to pay the infraction filing fee.

4.4 Payment for Participating City's District Court Services. Subject to the adjustments set forth below, the County shall retain a percentage of Local Court Revenue as payment for the Participating City's District Court Services. The percentage of Local Court Revenue retained by the County shall be the percentage necessary to pay the Participating City's Case Costs. This percentage shall be based on the prior year's reconciliation. The Participating City shall receive any remaining Local Court Revenue. In order to more closely match Local Court Revenue retained by the County with Participating City Case Costs (and thus lessen the amount of any additional payment or refunds pursuant to Section 4.5), the Participating City shall adjust the percentage retained by the County after July 31 of each year, for the following twelve months, based on the reconciliations of the prior year.

4.5 Reconciliation Adjustments. In the event the reconciliation completed pursuant to this Agreement shows that the Local Court Revenue retained by the County in the prior year was less than the Participating City's Case Costs for that year, the Participating City shall pay the difference to the County within 75 calendar days of receipt of a written invoice from the County. In the event the reconciliation completed pursuant to this Agreement shows that the Local Court Revenue retained by the County in the prior year was more than the Participating City Case Costs for that year, the County shall pay the difference to the Participating City within 75 calendar days of the County's completion of the reconciliation or, at the Participating City's option provided in writing to the County, credit the Participating City with such amount for the following year or extended term of this Agreement, if any.

4.6 Filing Fees. The County retention of Local Court Revenue and the process for reconciliation and additional payments/reimbursements is in lieu of direct Participating City payment for filing fees and it is agreed by the Participating City and County to be payment for District Court Services provided by the County to the Participating City under this Agreement.

4.7 Local Court Revenue after Expiration or Termination. Any Local Court Revenue received after the expiration or termination of this Agreement for cases filed during the term of this Agreement shall be distributed to the Participating City, less any costs owed to the County, unless an amendment to this Agreement is executed.

4.8 One-Time Costs for District Court Technology and System Improvement Projects.

- 4.8.1 One-Time Costs for Technology and System Improvement Projects are defined as the costs associated with the development and implementation of District Court technology and System improvement projects. The District Court shall involve the Participating Cities in its planning for technology and system improvement projects as described in Exhibit C. The Participating Cities shall contribute each year to a reserve fund to cover one-time costs for technology and system improvement projects in excess of \$100,000. Exhibit C sets forth the amount of the Participating

Cities' annual contribution to the reserve for one-time costs for technology and system improvement projects. Technology and system improvement projects which in total are less than \$100,000 in any year will be included as a reimbursable Participating City Case Cost under Exhibit A.

4.9 Local Court Revenue. Local Court Revenue includes all fines, filing fees, forfeited bail, penalties, court cost recoupment and parking ticket (including photo enforcement) payments derived from City-filed cases after payment of any and all assessments required by state law thereon. Local Court Revenue includes all revenue defined above received by the court as of opening of business January 1, 2022. Local Court Revenue excludes:

- (a) Payments to a traffic school operated by a City;
- (b) Restitution or reimbursement to a City or crime victim, or other restitution as may be awarded by a judge;
- (c) Assessments authorized by statute, such as Domestic Violence and Crime Victims, used to fund local programs;
- (d) Probation revenues;
- (e) Reimbursement for home detention and home monitoring, public defender, jail costs, on City filed cases; and
- (f) Revenues from Participating City cases filed prior to January 1, 2000.

4.9.1 All revenue excluded from Local Court Revenue shall be retained by the County or the Participating City to whom such revenue is owed.

4.9.2 A Participating City will not start a traffic violations bureau during the term of this Agreement.

4.10 Monthly Reporting and Payment to Participating City. The County will provide to a Participating City monthly remittance reports and payment for the Participating City's share of Local Court Revenue no later than three (3) business days after the end of the normal business month. On a monthly basis, the County will provide to the Participating City reports listing Participating City cases filed and revenue received for all Participating City cases on which the Local Court Revenue is calculated.

4.11 Payment of State Assessments. The County will pay on behalf of a Participating City all amounts due and owing the State relating to Participating City cases filed at the District Court out of the gross Court revenues received by the District Court on those cases. The County assumes sole responsibility for making such payments to the State as agent for the Participating City in a timely and accurate basis. As full compensation for providing this service to the Participating City, the County shall be entitled to retain any interest earned on these funds prior to payment to the State.

5.0 DISPUTE RESOLUTION.

Any issue may be referred to dispute resolution if it cannot be resolved to the satisfaction of the County, a Participating City, and/or the Participating Cities. Depending on the nature of the issue, there are different dispute resolution processes, described as follows:

5.1 Facility Dispute. Disputes arising out of facility operation and management practices which are not resolved by the CFMRC may be referred by the County or a Participating City in writing to all representatives of the DCMRC as designated in Section 2.3. If the DCMRC is unable to reach mutual agreement within sixty (60) calendar days of referral, then the dispute may be referred by either the County or a Participating City to non-binding mediation. Any and all Participating Cities who refer a dispute regarding the same event to non-binding mediation, will be considered one party and shall participate as one party for the purposes of mediation. The mediator will be selected in the following manner: The Participating City(ies) participating in the mediation shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two (2) mediators shall select a third mediator who shall mediate the dispute. Alternately, the Participating City(ies) participating in the mediation and the County may agree to select a mediator through the mediation service mutually acceptable to both the County and the Participating City(ies). The County and the Participating City(ies) to the mediation shall share equally in the costs charged by the mediator or mediation service. By mutual agreement, the DCMRC can establish an alternative Participating City(ies)'s share of the mediation costs.

5.2 System Wide Disputes. System Wide Disputes are disputes arising out of District Court system operations or management, or involving the interpretation of this Agreement in a way that could impact the entire District Court system and other Participating Cities with an agreement for District Court services. System Wide Disputes also include disputes resulting from the following events: (i) changes in state statute or regulation, state and or local court rule, Participating City or County ordinance, or exercise of court management authority vested by GR 29 in the Chief Presiding Judge, requiring the County to provide new court services reasonably deemed to substantially impact the cost of providing District Court Services, or material reductions or deletions of the District Court Services included in this Agreement that occurred for a period of at least six (6) consecutive months; or (ii) any decree of a court of competent jurisdiction in a final judgment not appealed from substantially altering the economic terms of this Agreement; or (iii) changes in state statute or regulation, state and or local court rule, or Participating City or County ordinance, which substantially alter the revenues retained or received by either the County or the Participating City related to Participating City's case filings;

5.2.1. System Wide Disputes may be referred in writing by the County or a Participating City to all representatives of the DCMRC as designated in Section 2.3. If the DCMRC is unable to resolve the dispute within ninety (90) calendar days of referral (or within a different amount of time by mutual agreement of the DCMRC), then the dispute may be referred by

either the County or the Participating City to non-binding mediation, conducted in the manner described in Section 5.1.

5.2.2. If a System Dispute is referred to mediation, all Participating Cities may participate in the mediation and will be bound by any agreement that comes out of mediation even if they choose not to attend. The County shall pay 50% of the mediator's costs and the Participating Cities shall pay 50% of the mediator's costs. The Cities shall contribute to their-share of mediator's costs based on the proportion of the Participating Cities weighted caseload for the prior year. By mutual agreement, the DCMRC can establish an alternative means to establish a Participating City's share of the mediator's costs.

5.3 If a dispute is unable to be resolved, any party may invoke the termination provision of this Agreement.

6.0 RE-OPENER.

The County and all Participating Cities may agree to enter into re-negotiation of the terms of this Agreement at any time and for any purpose by mutual agreement in writing. The Agreement shall remain in full force and effect during such negotiations.

7.0 WAIVER OF BINDING ARBITRATION.

The Parties waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.

8.0 INDEMNIFICATION.

8.1 City Ordinances, Rules and Regulations. 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, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any 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 fees.

8.2 Indemnification.

8.2.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents,

while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, the Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the Parties or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party or combination of the Parties to the extent of that Party's/those Parties' culpability. This indemnification shall survive the expiration or termination of this Agreement.

- 8.2.2 With respect to any technology provided by the County for use by the City pursuant to this Agreement, the County shall defend the City and the City's officers and directors, agents, and employees, against any claim or legal action brought by a third party arising out of a claim of infringement of U.S. patent, copyrights, or other intellectual property rights, or misappropriation of trade secrets, in connection with the use of the technology by the City so long as the City gives prompt notice of the claim or legal action and the City gives the County information, reasonable assistance, and sole authority to defend or settle any such claim or legal action. The County shall have no liability to defend the City to the extent the alleged claim or legal action is based on: (i) a modification of the technology by the City or others authorized by the City but not by the County; or (ii) use of the technology other than as approved by the County.

8.3 Actions Contesting Agreement. Each Party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; or (ii) the legal authority of the City and/or the County to undertake the activities contemplated by this Agreement. If both Parties to this Agreement are not named as parties to the action, the Party named shall give the other Party prompt notice of the action and provide the other an opportunity to intervene. Each Party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both Parties jointly shall be shared equally.

9.0 INDEPENDENT CONTRACTOR.

Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker’s compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.

10.0 NOTICE.

Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

To the County: King County Executive, 701 Fifth Avenue, Suite 3210, Seattle, Washington 98104

To the City:

(insert title of mayor, City manager, or City administrator and address)

In addition to the requirements for notice described above, a copy of any notice or other communication may be provided to the Chief Presiding Judge of the District Court.

11.0 PARTIAL INVALIDITY.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in Section 6.0.

12.0 ASSIGNABILITY.

The rights, duties and obligations of either Party to this Agreement may not be assigned to any third party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

13.0 CAPTIONS.

The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

14.0 FORCE MAJEURE.

The term “force majeure” shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this Agreement, delays in acquisition of necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond a party’s reasonable control, causing the inability to perform its obligations under this Agreement. If the County is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the City, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations. For purposes of this Agreement, “force majeure” shall not include reductions or modifications in District Court Services caused by or attributable to reductions or modifications to the budget of the King County District Court as adopted or amended by the Metropolitan King County Council.

15.0 ENTIRE AGREEMENT.

This Agreement, inclusive of the Exhibits hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the Parties.

16.0 GOVERNING LAW.

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event either Party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

17.0 NO THIRD-PARTY RIGHTS.

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of

action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

18.0 COUNTERPARTS.

This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

19.0 AMENDMENT OR WAIVER.

This Agreement may not be modified or amended except by written instrument approved by the City and the County; provided that changes herein which are technical in nature and consistent with the intent of the Agreement may be approved on behalf of the City by its chief executive officer and on behalf of the County by the County Executive. No course of dealing between the Parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

King County

City of _____

King County Executive

Title:

Date:

Date:

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting
Attorney

City Attorney

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

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

PROBLEM/ISSUE STATEMENT:

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. On December 14, 2020, Council held the required public hearing and discussed proposed Ordinance No. 916. No public comments were received, and the Council placed the item on the January 11th consent agenda. Adoption of this Ordinance will extend these interim regulations as amended for another six months.

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 adopt Ordinance No. 916 - Extension of Interim Regulations to Allow for Additional Extensions of Permit Deadlines Beyond Those Provided for in the Shoreline Municipal Code Due to COVID-19 Impacts.

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).

On December 7, 2020, Council adopted the 2020 Batch Development Code amendments. An amendment in the 2020 Batch to SMC 20.30.110(C) provided for additional extensions for permit applications under review negating the need for such a provision as part of the interim regulations. Specifically, the SMC 20.30.110(C) now reads as follows:

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.~~

Proposed Ordinance No. 916 has been updated to reflect this change.

On December 14, 2020, Council held the required public hearing and discussed proposed Ordinance No. 916. Adoption of this Ordinance will extend these interim regulations as amended for another six months. The staff report for this Council meeting can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport121420-8b.pdf>.

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 as updated in proposed Ordinance No. 916 to reflect the approved amendments to SMC 20.30.110(C) would allow for a continuation of a second extension for 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 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 4th 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.
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.
11. Council held the required public hearing to extend the interim regulations approved with Ordinance No. 893 on December 14, 2020 and discussed proposed Ordinance No. 916 (Attachment B). Ordinance No. 916 would extend the interim regulations to allow for additional extensions of permit application deadlines for another six months. There were no public comments made.

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 adopt Ordinance No. 916 - Extension of Interim Regulations to Allow for Additional Extensions of Permit Deadlines Beyond Those Provided for in the Shoreline Municipal Code Due to COVID-19 Impacts.

ATTACHMENTS

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

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



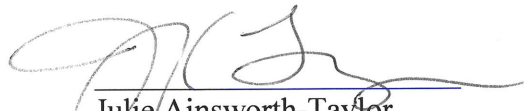
Mayor Will Hall

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;

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. 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 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.
- C. 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.
- D. 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.
- E. 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

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

PROBLEM/ISSUE STATEMENT:

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.

On December 14th Council held a public hearing and discussed proposed Ordinance No. 917 that would extend these interim regulations for another six months. No public comments were received, and the Council placed the item on the January 11th consent agenda.

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 that the City Council adopt proposed Ordinance No. 917.

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 4th 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.

Council held the required public hearing and discussed proposed Ordinance No. 917 (Attachment B) on December 14th. This Ordinance would extend the interim regulations for outdoor seating for restaurants and bars for another six months.

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 that the City Council adopt proposed Ordinance No. 917.

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.

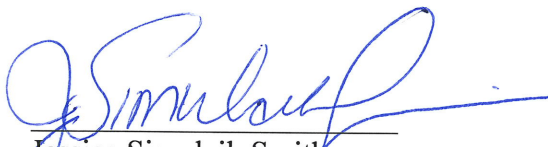
PASSED BY THE CITY COUNCIL ON JULY 27, 2020 BY A MAJORITY VOTE PLUS ONE OF THE WHOLE MEMBERS OF THE CITY COUNCIL.



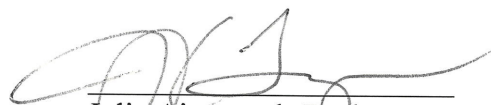
Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:



Jessica Simulcik Smith
City Clerk



Julie Ainsworth-Taylor
Assistant City Attorney

Date of Publication: July 30, 2020
Effective Date: July 27, 2020

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, which shall be five (5) days after the date of publication. 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

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

| | |
|----------------------|--|
| AGENDA TITLE: | Authorizing the City Manager to Execute Contract #9787 with WSP USA, Inc., in the Amount of \$664,972 |
| DEPARTMENT: | Public Works Department |
| PRESENTED BY: | Sierra Gawlowski, Surface Water Engineer II |
| ACTION: | <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing |

PROBLEM/ISSUE STATEMENT:

Staff is requesting Council to authorize the City Manager to execute a contract (#9787) with WSP USA, Inc., to provide on-call engineering services for the Surface Water Utility (Utility). The previous on-call engineering services contract for the Utility expired in December 2020. This contract helps the Utility address priority engineering, drainage assessment, and planning needs.

RESOURCE/FINANCIAL IMPACT:

The contract will be funded from the 2021-2022 adopted budget established for work the contract is expected to perform. The primary source of funding will be \$150,000 per calendar year from the Surface Water Management Fund, under the Professional Services object for miscellaneous on-call services during the contract term (three calendar years expiring December 31, 2023). This contract will also include tasks for design services to support projects listed under the Surface Water Capital Fund, including up to \$158,967 to develop design for the 25th Avenue NE Ditch Improvements between NE 177th and 178th Streets, and up to \$56,275 for the continuation of the 25th Avenue NE Flood Reduction Improvements project.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a contract for Professional Services with WSP USA, Inc., for \$664,972.

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

INTRODUCTION

Staff is requesting Council to authorize the City Manager to execute a contract with WSP USA, Inc. to provide on-call engineering services for the Surface Water Utility. The previous on-call engineering services contract expired in December 2020. In accordance with Shoreline Municipal Code (SMC) 2.60.070A, Council approval is required because the requested contract amount exceeds the City Manager's contract authorization limit of \$100,000.

BACKGROUND

The Utility is responsible for providing surface water management services within Shoreline. The Utility provides these services with the objectives of reducing flooding and drainage issues, improving water quality, and enhancing streams and wetlands within the City.

For many years, the Utility has utilized an on-call engineering consultant to support the Utility's services and programs. The on-call consultant helps the Utility address engineering, drainage assessment, and planning needs. In 2016 and again in 2019, Council authorized previous on-call contracts with Otak, Inc.

ALTERNATIVES ANALYSIS

Consultant Selection

In October 2020, Staff solicited a Request for Qualifications (RFQ 9787) for a consultant team to provide on-call engineering services for the Utility. Three qualified engineering service consultants submitted a Statement of Qualifications (SOQ) prior to the deadline: WSP USA, Brown and Caldwell, and Pertec. The SOQs were evaluated based on approach, experience and expertise of the consultant team, and additional insight from the team. WSP USA was selected as the most qualified consultant through the selection process because of their extensive experience in on-call services, experience working in Shoreline, and project staffing structure and availability.

Alternatives to an On-Call Contract

Not awarding this contract to WSP USA, Inc. would result in two primary options for Council consideration:

1. Continue to utilize in-house resources where staff capacity and expertise is available. This option, while incurring no contract cost, would have corresponding staff costs and would result in the delay of several projects where staff capacity and specialized expertise is not available. This would create a backlog of projects and drainage assessments.
2. Utilize professional services on a task-by-task basis. This option would require additional staff time to select and contract with consultant teams on individual tasks and small projects rather than the proposed approach. It is also less efficient to execute individual contracts on the smaller-scale projects that are typically scoped as a task under the Utility's on-call engineering contract. This is expected to result in fewer projects accomplished per calendar year and higher costs per project.

After considering these two alternatives, staff recommends utilizing WSP USA, Inc., to provide on-call engineering services through December 31, 2023, for an amount not to exceed \$664,972.

RESOURCE/FINANCIAL IMPACT

The contract will be funded from budget established for work the contract is expected to perform. The primary source of funding will be \$150,000 per calendar year from the Surface Water Management Fund, under the Professional Services object for miscellaneous on-call services during the contract term (three calendar years expiring December 31, 2023). This contract will also include tasks for design services to support projects listed under the Surface Water Capital Fund, including up to \$158,967 to develop design for the 25th Avenue NE Ditch Improvements between NE 177th and 178th Streets, and up to \$56,275 for the continuation of the 25th Avenue NE Flood Reduction Improvements project.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a contract for Professional Services with WSP USA, Inc., for \$664,972.

ATTACHMENTS

Attachment A: On-Call Surface Water Engineering Services Scope of Work

Exhibit A

CITY OF SHORELINE CONTRACT 9787

On-Call Surface Water Engineering Services Scope of Work

This contract is to provide engineering services on an on-call basis for the Surface Water Utility. The Scope of Work is expected to include, but not be limited to, the following tasks:

1. Project management and contract administration, including:
 - a. Organizing, managing, and coordinating the disciplines required to accomplish the contract tasks and shall perform multiple tasks concurrently.
 - b. Coordinating contract work with efforts performed by City staff and other consultants and/or contractors.
 - c. Project management and contract administration services to facilitate efficient progress on each work order including:
 - i. Managing and coordinating subconsultants;
 - ii. Managing, monitoring, and preparing bi-weekly progress reports on task budgets, schedules, and scope/scope changes, for all work performed under this contract;
 - iii. Meeting organization, facilitation, and documentation;
 - iv. Coordinating quality control and integration of timely project deliverables; and
 - v. Being the primary point of contact and communication between the Consultant's team and the City's Project Manager.

Potential deliverables for this task include:

- *Bi-weekly progress reports with detailed status of each active task;*
- *Monthly budget and schedule updates for each active task;*
- *Meeting agendas, minutes, and notes with revisions as required; and*
- *QA/QC documentation.*

2. Engineering and technical services:
 - a. The Consultant's team shall provide the full range of engineering and technical services necessary to execute surface water drainage assessments, preliminary design, and/or design projects on a work order basis, including:
 - i. Data collection, review, and analysis
 - ii. Engineering analyses
 - iii. Study and report preparation
 - iv. Development, evaluation, and recommendation of design alternatives and final designs
 - v. Conceptual design, preliminary design, detailed design, and preparation of final design documents (plans, specifications, and estimates)
 - vi. Services during construction.
 - b. The disciplines and tasks may include, but are not limited to, those identified below:
 - i. Hydraulic, hydrologic, and drainage engineering in accordance with the current version of the City of Shoreline Engineering Development Manual

1. Hydrologic and hydraulic studies;
 2. Drainage design reviews, studies, and reports;
 3. Low Impact Development (LID)/green stormwater infrastructure (GSI) design and analysis;
 4. Culvert analysis, storm drainage conveyance, open channel flow, and habitat restoration projects requiring hydraulic engineering analyses, field inspection, and/or verification reports; and
 5. Floodplain review and analysis.
- ii. CAD design engineering
 1. AutoCAD Design drawings using AutoCAD Civil 3D 2015 (City will be upgrading to AutoCAD Civil 3D 2018 in 2021);
 2. Prepare civil earthwork and drainage design drawings and details; and
 3. Prepare topographic, base map, and as-built plan sets.
 - iii. Land Survey Engineering
 1. Perform as the Engineer of Record for topographic surveying, base map, and as-built surveys;
 2. Establish and/or recover right-of-way property and easement lines;
 3. GPS location survey and mapping;
 4. GIS mapping of utilities infrastructure; and
 5. Drainage system survey.
 - iv. Fluvial Geomorphology/Engineering Geology
 1. Fluvial geomorphology in the activities of sedimentation, erosion, and scour; and
 2. Engineering geology expertise for project site assessments.
 - v. Geotechnical Engineering
 1. Soil tests, borings, excavating test pits, and reports;
 2. Infiltration testing and analyses;
 3. Design review and inspection for the City's existing small dams; and
 4. Slope stability analyses.
 - vi. Landscape Architecture Design
 1. Preparation of landscape and irrigation plans for the roadside, planter strips, and detention ponds; and
 2. Preparation of planting plans for stream and wetland restoration projects; and
 3. Identify native trees, shrubs, and perennials appropriate for use and salvage at project locations;
 4. Identify and design methods for eradication of invasive plant species;
 5. Identify appropriate plantings for LID/GSI facilities; and
 6. Identify climate-resilient plantings.
- c. Miscellaneous Services
 1. Assist with Stormwater Ordinances, Rules and Regulations, and other regulatory document implementation;
 2. Stormwater Compliance Monitoring and Assessment;
 3. Illicit discharge investigations and development of Illicit Discharge Detection and Elimination (IDDE) plans;
 4. Development of Operating and Maintenance (O&M) Programs for storm drainage systems;

5. NPDES Phase II Permit implementation support;
6. Budget development for plans and projects;
7. Coordination with regulatory agencies, such as the U.S. Army Corps of Engineers, Washington State Department of Fish & Wildlife, Ecology, Tribes, the City's Planning and Community Development Department, and others as needed;
8. Development and implementation of education and public outreach to various audiences, such as City departments and employees, City residents, etc.;
9. Presentation of plans and strategies to the City Manager, City Council, and other departments to demonstrate need for investing in projects;
10. Assistance as needed in development of department stormwater management plans, monitoring plans, and watershed improvement plans that incorporate strategies to meet Total Maximum Daily Loads (TMDL) pollutant reduction goals;
11. Provide third-party review of technical reports and/or plans; and
12. Ensuring the City is in compliance with all State and Federal laws, rules, regulations, and standards.

Potential deliverables for this task include:

- *Engineering and environmental studies, evaluations, review and analysis of previous related work, technical memos, reports, and recommendations. All reports shall include a draft version, submitted to the City's Project Manager for review comments, and a final version that addresses the City's comments on the draft, as well as backup documentation and data (such as GIS files, spreadsheets, databases, modeling files and results, etc.); and*
- *Plans, specifications, and estimate (PS&E's) for all necessary engineering disciplines at multiple design phases. Each phase revision shall address the City's comments on the previous phase documents. The final submittal shall include any CAD files.*

Contract Term

The term of this contract shall be from the date of execution through midnight December 31, 2023.

Estimated Budget

The primary source of funding will be \$150,000 per calendar year from the Surface Water Management Fund Professional Services object for miscellaneous on-call services during the contract term. This contract will also include tasks for design services to support projects listed under the Surface Water Capital Fund, including up to \$158,967 to develop design for the 25th Ave NE Ditch Improvements between NE 177th and 178th Streets, and up to \$56,275 for the continuation of the 25th Ave NE Flood Reduction Improvements..

Price Adjustment

In order to protect the interest of the City and to give the consultant a reasonable basis for cost negotiations, a price adjustment feature is incorporated into the specifications and contract documents and shall be binding on the Consultant and the City. Pricing (consultant rates) shall remain firm from contract execution through December 31, 2021. For the remaining years of the contract, pricing may be adjusted each annually, effective on January 1 of each year, based on

the change in the Seattle All Urban Consumer Price Index (CPI) in the June over June index data. Consultant request for contract adjustment shall be submitted by the Consultant on or before October 1 of each calendar year.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| | |
|----------------------|--|
| AGENDA TITLE: | Authorizing the City Manager to Execute an Agreement with King County Flood Control District Awarding Grant Funds for the Pump Station 26 Improvement Project |
| DEPARTMENT: | Public Works |
| PRESENTED BY: | Tricia Juhnke, City Engineer |
| ACTION: | <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing |

PROBLEM/ISSUE STATEMENT:

Staff is requesting that Council authorize the City Manager to execute an agreement with King County Flood Control District (KCFCD) awarding \$250,000 Flood Reduction Grant Funds for the Pump Station 26 Improvements Project.

The City was awarded a \$250,000 Flood Reduction grant for design and construction of the project. In accordance with the City’s purchasing policies, Council authorization is required for staff to obligate grant funds exceeding \$100,000.

RESOURCE/FINANCIAL IMPACT:

The project is primarily funded by the Surface Water Capital Fund (SWCF). The 2021-2026 CIP funds the full replacement of the pump station. King County has previously awarded \$200,000 grant funding from the Sub-regional Opportunity Fund for design and construction of this project.

The City has been awarded Flood Reduction Grant funding of \$250,000 for design and construction of this project.

| | |
|---|-------------|
| King County Sub-regional Opportunity Fund | \$200,000 |
| King County Flood Reduction Grant | \$250,000 |
| Surface Water Capital Fund | \$2,126,173 |

TOTAL PROJECT REVENUE **\$2,826,173**

RECOMMENDATION

Staff recommends that Council move to authorize the City manager to execute an agreement with KCFCD awarding \$250,000 Flood Reduction Grant Funds for the Pump Station 26 Improvements Project, including authorization of any supplements or addenda that KCFCD may require.

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

BACKGROUND

The City operates and maintains eight (8) surface water pump stations. The condition and capacity of all eight pump stations was evaluated in the 2016 *Stormwater Pump Station Condition and Capacity Assessment* (Assessment). The Assessment recommended complete replacement of Pump Stations 26 and 30 and repairs and upgrades for the other six pump stations. The 2019-2024 Capital Improvement Plan (2019-2024 CIP), adopted by Ordinance No. 841, includes three capital projects to improve these facilities:

- Pump Station 26 Improvements
- Pump Station 30 Upgrades
- Pump Station Miscellaneous Improvements

Staff determined that these projects would best be developed concurrently by a single engineering firm to ensure that certain key elements of the design approach and details of the designs are standardized. The City requested Statements of Qualifications (SOQs) through a competitive RFQ (#9146) in August 2018 and received four responses. Each firm's qualifications were evaluated and BHC Consultants was selected as the most qualified firm.

On January 28th, 2019, Council authorized a contract with BHC Consultants to complete a Preliminary Design of the Stormwater Pump Stations and SCADA Improvements Project. This project, completed in mid-2020, expanded on the 2016 Assessment of all eight surface water pump stations, evaluated SCADA options, analyzed design alternatives at PS-26 and PS-30, and created an implementation plan for those improvements. The staff report for the authorization of this report can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/Council/StaffReports/2019/staffreport012819-7e.pdf>.

During BHC's evaluation of the City's surface water pump stations City staff and BHC determined that, because of repeated pump and control failures and subsequent repairs, complete replacement of Pump Station 26 should be prioritized and undertaken as soon as possible. The 2020-2026 CIP reallocated funds to prioritize the full replacement of Pump Station 26. On August 17, 2020, Council authorized a contract amendment with BHC Consultants to complete final design and provide construction engineering of the Pump Station 26 Improvements Project. The staff report for the authorization of this contract can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport081720-7c.pdf>.

DISCUSSION

In accordance with the City's purchasing policies, Council authorization is required to obligate grant funds exceeding \$100,000. Council therefore must authorize the City Manager to execute an agreement (Attachment A) with KCFCD to obligate this grant funding.

Council can also elect not to approve the requested action. If Council takes this action, the grant would not be obligated, and the project would proceed by using SWCF to cover the project cost.

COUNCIL GOAL(S) ADDRESSED

This project supports Council Goal 2: “Improve Shoreline’s infrastructure to continue the delivery of highly-valued public service.”

RESOURCE/FINANCIAL IMPACT

The project is primarily funded by the Surface Water Capital Fund (SWCF). The 2021-2026 CIP funds the full replacement of the pump station. King County has previously awarded \$200,000 grant funding from the Sub-regional Opportunity Fund for preliminary design, design, and construction of this project.

The City has been awarded Flood Reduction Grant funding of \$250,000 for design and construction of this project.

| | |
|---|--------------------|
| King County Sub-regional Opportunity Fund | \$200,000 |
| King County Flood Reduction Grant | \$250,000 |
| Surface Water Capital Fund | \$2,126,173 |
| <hr/> | |
| TOTAL PROJECT REVENUE | \$2,826,173 |

RECOMMENDATION

Staff recommends that Council move to authorize the City manager to execute an agreement with KCFCD awarding \$250,000 Flood Reduction Grant Funds for the Pump Station 26 Improvements Project, including authorization of any supplements or addenda that KCFCD may require.

ATTACHMENTS

- Attachment A: KCFCD Agreement
- Attachment B: Vicinity Map

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN THE CITY OF SHORELINE AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the **City of Shoreline** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2023**.

Project Contacts:

Contact for King County – Kim Harper, Grant Administrator, 206-477-6079, Kim.harper@kingcounty.gov.

Contact for Recipient – Zachary Evans, Engineer II, 206-801-2428, Zevans@shorelinewa.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 6, 2019, the Board passed Resolution FCD2019-13, which authorized an allocation of \$3,280,201 from the District’s 2020 budget to fund flood reduction projects; and
- 1.4 Whereas, on September 9, 2020 the District’s Board of Supervisors passed Resolution FCD2020-19, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”); and
- 1.6 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Flood Reduction Grant Program; and

- 1.7 Whereas the District’s Board of Supervisors approved funding of Recipient’s application for the project (“Project”), as described in Attachment A to Resolution FCD2020-19 in the amount of **\$250,000** (“Award”); and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B (“Scope of Work”), and the Budget, attached hereto and incorporated herein as Exhibit C (“Budget”), are consistent with the Grant Policies and Procedures, the Recipient’s application for the Project, and the Resolution approving funding for the Project; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2020-19, and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to Recipient in the total amount of **\$250,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2020-19. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all

- other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. A progress report (with or without a request for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form shall be submitted with all payment requests. A one-time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from the advance payment shall be submitted to King County prior to any further requests for payment.
 - 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Closeout Report form unless a more detailed final report is specified in the scope of work. A blank form shall be provided to the Recipient by King County upon execution of this Agreement. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
 - 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
 - 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
 - 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.

- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than **December 31, 2023**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.

- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.

- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County's obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

KING COUNTY:

RECIPIENT:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A: PROJECT DESCRIPTION

| PROJECT NAME | RECIPIENT | DESCRIPTION | LEVERAGE | AWARD |
|------------------------------|-------------------|--|-------------|-----------|
| Pump Station 26 Improvements | City of Shoreline | Shoreline’s Surface Water Pump Station 26 (PS 26) requires full replacement within five years to manage increased flooding risks due to age, lack of capacity, and ongoing failures of the current stormwater pumps. Pump Station 26 is located within the Sound Transit Lynnwood Link Light Rail 185 th Street Station Sub-Area, which was recently up-zoned for a large increase in density; major redevelopment within the pump’s contributing area is expected within the next five to ten years and has already begun. Increasing the detention capacity of the pond can provide runoff flow control mitigation for the impending increase in impervious surfaces. | \$2,557,193 | \$250,000 |

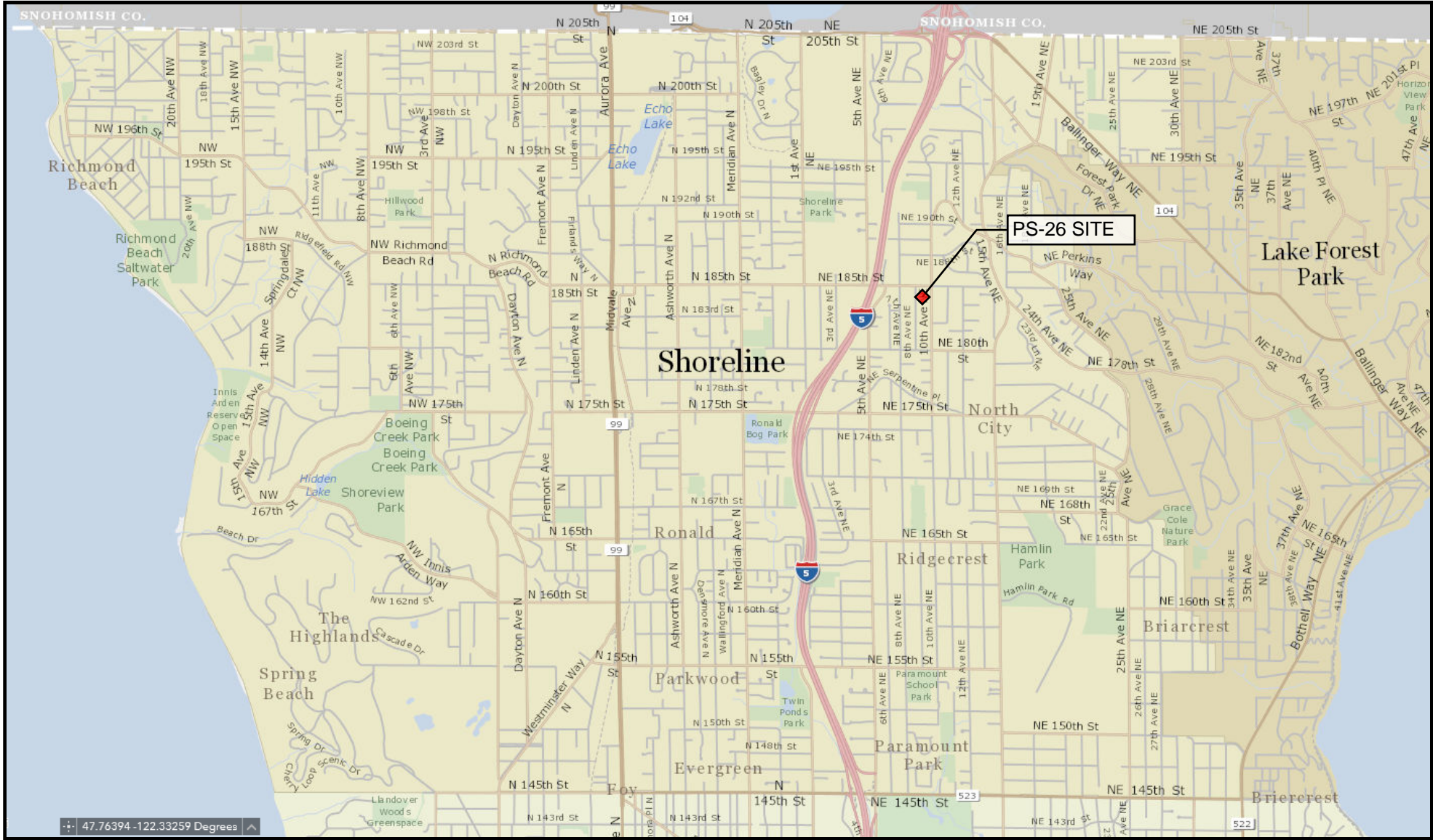
EXHIBIT B: SCOPE OF WORK

| TASKS | ACTIVITIES AND DELIVERABLES | APPROX. PERCENT OF AWARD | MONTH/YEAR TASK WILL BE COMPLETED |
|---|--|--------------------------|-----------------------------------|
| Task 1: Project Administration (Required task) | Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request. | 1% | December 2023 |
| Task 2: PreDesign | Consultant will complete tasks to develop project planning and preliminary design, including alternatives analysis. | 0% | August 2020 |
| Task 3: Design and Permitting | Consultant will complete a number of tasks to produce a Final Design (Ad-Ready) set and approved permit application packages as needed. | 24% | March 2021 |
| Task 4: Construction | Contractor will construct improvements to fulfill project objectives as designed and permitted. Objectives include reducing flooding during high-runoff events and maximizing detention capacity. | 75% | December 2023 |

EXHIBIT C: BUDGET

| BUDGET ITEM | GRANT AWARD REQUEST | FINANCIAL LEVERAGE | | LEVERAGE TOTAL | TOTAL (Grant + Leverage) |
|-----------------------------------|---------------------|---------------------------|------------------|--------------------|--------------------------|
| | | SOURCE NAME | | | |
| | | City of Shoreline funding | KCFCF SROF | | |
| | | AMOUNT | | | |
| STAFFING | \$17,500 | \$27,500 | | \$27,500 | \$45,000 |
| COMMERCIAL SERVICES AND CREW TIME | \$232,500 | \$2,168,731 | \$340,955 | \$2,509,686 | \$2,742,186 |
| OTHER: 1% for the Arts | | \$20,007 | | \$20,007 | \$20,007 |
| TOTAL | \$250,000 | \$2,216,238 | \$340,955 | \$2,557,193 | \$2,807,193 |

ATTACHMENT B PUMP STATION 26 VICINITY MAP



CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| | |
|----------------------|--|
| AGENDA TITLE: | Authorizing the City Manager to Execute Contract #9697 Surface Water Quality and NPDES Professional Services with Aspect Consulting, LLC, in the Amount of \$300,806 |
| DEPARTMENT: | Public Works Department |
| PRESENTED BY: | John Featherstone, Surface Water Utility Manager |
| ACTION: | <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing |

PROBLEM/ISSUE STATEMENT:

Staff is requesting Council to authorize the City Manager to execute a contract (#9697) with Aspect Consulting, LLC, to provide Surface Water Quality and National Pollutant Discharge Elimination System (NPDES) Professional Services for the Surface Water Utility (Utility). The primary objectives of the contract will be to provide water quality-related and other professional services as needed to support City of Shoreline Surface Water Utility programs. Contract scope includes support for: the surface water quality monitoring program and NPDES-required public education and outreach, stormwater management action planning, and new source control program for existing development.

RESOURCE/FINANCIAL IMPACT:

Contract funding will be from the Surface Water Management Fund, under the Professional Services object code, within budget allocations for professional support with expertise in water quality monitoring and NPDES Phase II Permit support. Funding for the three-year term of the contract (to expire at the end of 2023) is available as programmed in the 2021-2022 biennial budget and planned for the subsequent 2023-2024 biennial budget.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Contract #9697 for Surface Water Quality and NPDES Professional Services with Aspect Consulting, LLC, in the Amount of \$300,806.

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

BACKGROUND

The City of Shoreline Surface Water Utility (Utility) provides surface water quality-related services and other stormwater- and surface water-related services to the residents of Shoreline. The City, as a municipality with a population of less than 100,000 that operates a municipal separate storm sewer system (MS4), is designated as a Phase II community subject to compliance with the Washington State Department of Ecology's Western Washington Phase II NPDES Municipal Stormwater Permit. Permit conditions are phased over a five (5) year term; the current term is 2019-2024.

The Utility administers the City's Phase II NPDES Permit and takes responsibility for all compliance-related coordination. With the issuance of the 2019-2024 Phase II NPDES Permit, the Utility has identified new requirements which consultant-provided professional services will be necessary or highly useful to complete for compliance.

Additionally, the Utility administers a water quality monitoring program to provide public health and other monitoring for the City's major stormwater receiving waters, governed by levels of service established within the 2018 Surface Water Master Plan (<https://www.shorelinewa.gov/home/showpublisheddocument?id=41309>). In 2019, the City received Salmon-Safe Certification, affirming a commitment to go above and beyond meeting only the minimum regulatory requirements for surface water quality and existing parameters of the water quality monitoring program. The City's current water quality monitoring program will greatly benefit from consultant-provided program evaluation and recommendations to better align the program with Salmon-Safe conditions, public health objectives, NPDES requirements, and Surface Water Master Plan objectives.

In accordance with Shoreline Municipal Code (SMC) 2.60.070A, City Council approval is required because the requested contract amount exceeds the City Manager's contract authorization limit of \$100,000.

ALTERNATIVES ANALYSIS

Consultant Selection

In August 2020, Staff solicited a Request for Qualifications (RFQ 9697) for a consultant team to provide Surface Water Quality and NPDES Professional Services for the Utility. Three qualified engineering service consultants submitted a Statement of Qualifications (SOQ) prior to the deadline: Aspect Consulting, Herrera Environmental Consultants, and Osborn Consulting. The SOQs were evaluated based on approach, experience and expertise, and additional insight of the consultant team. The Aspect Consulting team was selected as the most qualified through the selection process because of their proposed work plan and approach, extensive experience in water quality and NPDES Permit support services, experience working in Shoreline, and insight into the City's needs and preferences.

Alternatives to this Contract

Not awarding this contract to Aspect Consulting would likely result in an increased risk of failure to meet NPDES compliance and levels of service established by the 2018 Surface Water Master Plan, since available staff resources are not expected to be

sufficient to complete the work within the timeframe required by the Permit. Not awarding this contract would also result in lost opportunities to review and improve the Utility's water quality monitoring program, and an increased risk of not meeting related Salmon-Safe conditions.

RESOURCE/FINANCIAL IMPACT

Contract funding will be from the Surface Water Management Fund, under the Professional Services object code, within budget allocations for professional support with expertise in water quality monitoring and NPDES Phase II Permit support. Funding for the three-year term of the contract (to expire at the end of 2023) is available as programmed in the 2021-2022 biennial budget and planned for the subsequent 2023-2024 biennial budget.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Contract #9697 for Surface Water Quality and NPDES Professional Services with Aspect Consulting, LLC, in the Amount of \$300,806.

ATTACHMENTS

Attachment A: Contract #9697 Surface Water Quality and NPDES Professional Services Scope of Work

DRAFT

City of Shoreline Contract #9697

Surface Water Quality and NPDES Professional Services

Scope of Work

The City of Shoreline (City) Surface Water Utility (Utility) provides surface water quality-related services and other stormwater-related and surface water-related services to the residents of Shoreline. With a population of less than 100,000 operating a municipal separate storm sewer system (MS4), the City was designated as a Phase II community subject to compliance with The Washington State Department of Ecology's Western Washington Phase II National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit (Phase II Permit). Permit conditions are phased in over a five (5) year term; the current term is 2019-2024.

The Utility administers the City's Phase II Permit and takes responsibility for all compliance-related coordination. With the issuance of the 2019-2024 Phase II Permit, the Utility has identified new requirements which consultant-provided professional services will be necessary or highly useful for compliance. Aspect Consulting, LLC (Aspect) has been selected to provide this support. Aspect's consultant team includes subcontractors AltaTerra Consulting, Veda Environmental, and The Watershed Company. The primary objectives of Contract #9697 will be to provide water quality-related and other professional services as needed to support City's Utility programs, with tasks including:

- Task 1 – Surface Water Quality Monitoring Program Support
- Task 2 – Surface Water Public Education and Outreach Support
- Task 3 – Source Control Program for Existing Development Support
- Task 4 – Stormwater Management Action Planning Support
- Task 5 – Professional Services, as needed in support of City NPDES compliance and/or surface or storm water quality monitoring
- Task 6 – Project Management

Details on the scope of each task, including assumptions, deliverables and schedule are provided below.

Task 1. Surface Water Quality Monitoring Program Support

Aspect will share leadership of this task. Task 1 includes Subtask 1A 2016-2020 Surface Water Quality Monitoring Report and Subtask 1B Surface Water Quality Monitoring Program Quality Assurance Project Plan which are described below.

Subtask 1A. 2016-2020 Surface Water Quality Monitoring Report

The Surface Water Quality Monitoring Report will be a follow up to and expansion upon the City's previous Freshwater Assessment Reports completed in 2009

(<https://www.shorelinewa.gov/home/showdocument?id=15496>) and 2016

(<https://www.shorelinewa.gov/home/showdocument?id=33937>). Report content will include but is not limited to the following:

- Analysis of existing water quality data gathered from 2016-2020, including trend analysis extending from all applicable data gathered prior to 2016.
- Recommendations for water quality monitoring program changes and improvements, including:

DRAFT

- Options and recommendations on how to best comply with Condition 7 of the City's Salmon-Safe certification (based on cost-benefit considerations, among other criteria).
- Explore possibilities to implement B-IBI and other water quality monitoring partnerships with Shoreline Community College, Shoreline Public Schools, and/or citizen volunteers.
- Options and recommendations for how existing water quality data and possible expansions to water quality data gathering could be used to inform City programs and evaluate effectiveness of surface water programs (including per Stormwater Management Action Planning [Phase II Permit S5.C.1.d.i], Education and Outreach [Phase II Permit S5.C.2.a], etc.).
- Evaluate for the next NPDES Permit cycle whether the City should, per the choice offered under Phase II Permit S8.A.2, continue to make payments into a collective fund, or conduct stormwater discharge monitoring per Phase II Permit S8.C (based on recommended water quality monitoring changes and improvements, cost-benefit considerations, among other criteria).

Assumptions:

- One virtual meeting between City and consultant to discuss data needs and availability for the report.
- No new data will be collected for the report. Report only will summarize and analyze existing data provided by the City.
- City will provide cost estimates for City staff or equipment used in cost-benefit analysis related to stormwater discharge monitoring or Salmon-Safe monitoring options.
- All deliverables will be in digital format. This cost estimate assumes no hard copies will be produced.
- Consultant will produce a draft report for City review and City will provide consolidated comments on the draft report.
- One virtual meeting between City and consultant to discuss draft comments/edits.

Deliverables:

- Draft Surface Water Quality Monitoring Report
- Final Surface Water Quality Monitoring Report

Schedule:

- This subtask is anticipated to begin in December 2020 and be completed by the end of June 2021.

Subtask 1B. Surface Water Quality Monitoring Program Quality Assurance Project Plan

This subtask covers Consultant support in the writing of a Quality Assurance Project Plan (QAPP) to document Water Quality Monitoring Program policies, practices, and procedures following City confirmation of recommendations presented in Water Quality Monitoring Report.

Assumptions:

- City will lead this task and will be the primary author for the QAPP.

DRAFT

- Consultant will provide content or edits to QAPP as requested by the City to the extent that budget allows.
- One virtual meeting between City and consultant to discuss draft comments/edits.

Deliverables:

- Content or edits for draft QAPP as requested by the City

Schedule:

- This subtask is anticipated to begin in April 2021 (or after Subtask 1A is completed) and be completed by the end of September 2021.

Task 2. Surface Water Public Education and Outreach Support

Veda Environmental (Veda) will lead this task. Task 2 includes Subtask 2A Public Education and Outreach Services and Subtask 2B Surface Water Education and Outreach Recommendation Report which are described below.

Subtask 2A Public Education and Outreach Services

This subtask covers language services, graphic design, outreach support, audience/market research, and behavior change support. These tasks may occur throughout the project period as requested by the City. Some examples of anticipated support services under Task 2A and are described in more detail in the table below.

Table 1. Public Education and Outreach Activities.

| Task 2a sub task | Activity | Timeline | Probability |
|--------------------------|---|--------------------|-------------|
| Graphic Design | | | |
| | Pollution prevention park signage: fecal bacteria | Winter/Spring 2021 | Definite |
| | General stormwater awareness rack card (Puget Sound Starts With You) | Winter/Spring 2021 | Definite |
| Language Services | | | |
| | Translate spill plan template (3-4 languages) | Winter/Spring 2021 | Definite |
| | Translate other outreach materials (general awareness rack card) | Spring 2021 | Likely |
| | Translate TESC inspection outreach materials | TBD | Maybe |
| | Source control outreach materials | 2023 | Maybe |
| Audience Research | | | |
| | Multicultural/overburdened communities focus groups (language support may be needed) to better engage and address stormwater pollution prevention issues for overburdened | Winter/Spring 2021 | Definite |

DRAFT

| | | | |
|--|--|--------------------|--------|
| | communities. Audience research would include engagement with Soak It Up program: | | |
| | Audience research on behavior related to fecal bacteria in streams (behavior TBD, could include side sewer replacement, backyard pet waste pickup, or other behavior) | Spring/Summer 2021 | Likely |
| | Support collecting, analyzing, and reporting on Soak It Up evaluation | Summer/Fall 2021 | Likely |
| Outreach Support | Support finding community centers for SIU project | | |
| Soak It Up Program Modification Support | | | |
| | Support scoping the possible modifications identified in the Soak It Up Program Evaluation, such as promotion activities, program development for large parcels, other GSI features to include | Spring 2023 | |

Subtask 2A Overall Assumptions:

- Upon City request, the Consultant team will coordinate with the City to define the scope and budget for each requested task.
 - Labor for developing the scope and budget for each requested task will be billed to the project.
- I. Language services: translation of print materials and interpretation services for outreach events, meetings, and audience research.

Assumptions:

- As-needed, translation services will be outsourced from a reputable source chosen by Veda or by a vendor chosen by the City.
- The estimated cost for this service from Veda's vendor is \$150.00 + \$0.24/word per printed product and \$250 per event requiring a translator.

Deliverables:

- Translated outreach materials.
- Translation assistance at outreach events.

DRAFT

Schedule:

- As-needed.

II. Graphic design support for print and digital outreach.

Assumptions:

- All finalized materials will be available in digital format.
- Printing requests will be outsourced from a reputable vendor chosen by Veda or by the City.

Deliverables:

- Materials such as brochures, postcards, booklets, reports, signs, posters, webpages, images, story maps, presentations, or educational graphics, available in digital format and/or printed as needed.

Schedule:

- As-needed.

III. Provide audience research services to support education and outreach activities, including behavior change programming.

Assumptions:

- This task may include participant recruitment.
- Research approaches may include literature reviews, surveys, focus groups, and/or interviews to better understand target audience.
- This task may include review of survey/evaluation materials for City-led evaluation and research efforts.
- Activities will be further defined and scoped as need emerges.

Deliverables:

- Results and recommendations synthesized into brief audience research reports.

Schedule:

- As-needed.

IV. Provide outreach support to promote education and outreach programs and other Surface Water Utility activities.

Assumptions:

- On-going education and outreach activities for the Surface Water Utility will be defined, scoped and budgeted on a task-by-task basis.

Deliverables:

- Strategies, tasks description, and timeline for target outreach tasks will be defined as-needed.

DRAFT

Schedule:

- As-needed.

V. Support development of Soak It Up Program (Program) “additional program modifications” identified in the Soak It Up Program evaluation, as needed.

Assumptions (tasks to be determined):

- Veda will review the City’s 2020 evaluation of the Program and the recommended Program modifications.
- As needed support in developing the additional program modifications outlined in the Soak It Up Program Evaluation (e.g., adding more GSI features to rebate program, expanding program to more effectively target larger parcels).

Deliverables:

- Strategies, tasks description, and timeline for target outreach tasks will be defined as-needed.

Schedule:

- As needed during 2023.

Subtask 2B - Surface Water Education and Outreach Recommendation Report

This subtask covers the development of an Education and Outreach Recommendation Report [Community Engagement and Outreach Plan] on which activities and pollutants to better address for a comprehensive surface water education and outreach program.

Assumptions:

- This report will be the Community Engagement and Outreach Plan for this project, and will incorporate:
 - Existing surface water education and outreach programs
 - Basin prioritization outreach recommendations
 - Local and regional urban water quality data-driven outreach recommendations
 - Outreach recommendations for supporting overburdened communities
 - NPDES requirements (existing and expected future)
 - Salmon-Safe and other relevant environmental initiatives and outreach recommendations as agreed upon by City Staff and project team (per Subtask 2a.V above)
 - Other outreach strategies and tactics as recommended by outreach team

Deliverables:

- A Community Engagement and Outreach Plan for implementation in 2023.

Schedule:

- Report will be finalized after water quality trends analysis (Subtask 1A) and SMAP basin prioritization (Subtask 4B) are completed.

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Task 3. Source Control Program for Existing Development Support

Aspect will lead this task. Task 3 includes Subtask 3A Municipal Code Development, Subtask 3B Inventory Development, and Subtask 3C Inspection Program Development which are described below.

Subtask 3A. Municipal Code Development

This subtask covers the development of ordinances or other enforceable mechanisms that require the application of source-control BMPs for qualifying pollutant generating sources. In support of this development Aspect will:

- Review source control program requirements as outlined in Section S5.C.8 of the NPDES II Permit.
- Obtain and review example stormwater source control ordinances or other enforceable mechanisms from other Puget Sound jurisdictions, including those developed by Aspect for similar clients.
- Obtain and review existing City stormwater and surface water related ordinances, codes, and standards to understand the current enforcement policies/mechanisms utilized by the City as well as preferred format.
- Prepare for and hold a teleconference workshop with City staff to review key issues and policies that need to be addressed during development of a new stormwater source control ordinance.
- Develop a recommended ordinance structure and detailed outline based on available example stormwater source control ordinances and City staff input on key issues and policies.
- Develop a draft ordinance and provide to City staff for review and discussion with City Attorney and City Council.
- Hold a teleconference call with City staff to review and resolve City Attorney and City Council comments and any other concerns on the draft ordinance.
- Prepare a final ordinance and provide it to the City for final editing and formatting in advance of the formal City Council review and adoption process.
- Perform a review of existing stormwater/surface water related code and identify potential conflicts and necessary updates required to ensure consistency among the related enforcements. A brief memorandum will be prepared that lists existing relevant code, potential conflicts, and a brief description of recommended changes.
- Review the City's comments, develop draft responses, and hold a teleconference meeting with City staff to discuss and resolve comments and obtain direction to finalize recommended code revisions, and prepare final revised code language directed by the City.
- Cost – Benefit Analysis. Aspect will work with City staff to roughly estimate the cost to develop, implement, and enforce a new City-wide source control program. Aspect will estimate the effects of the new program on stormwater staffing and other City resources and provide recommendations for program implementation along with potential sources of revenue to fund the new program. The results of the analysis will be summarized in a brief memorandum and provided to the City. Aspect will hold a teleconference meeting with City staff to discuss and resolve comments and obtain direction to finalize the memorandum.

Assumptions:

- City will provide existing stormwater and surface water related ordinances, codes, and standards including enforcement policies/mechanisms.

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- The new stormwater source control ordinance will be built upon using readily available ordinances from local NPDES jurisdictions as a template.
- Review of ordinances from local Jurisdictions will focus on regulation of public and private parcels and construction activities.
- A two (2) hour teleconference meeting with City staff to review and discuss key issues and policies related to development of the new ordinance, draft ordinance outline and structure, and obtain initial direction to prepare the full draft ordinance.
- One (1) review cycle on the draft stormwater source control ordinance utilizing standard review and comment tracking form.
- Legal review of draft stormwater source control ordinance will be handled internally by the City.
- One (1) hour teleconference meeting to review and resolve comments on the draft stormwater source control ordinance.
- Any Aspect support for ordinance related work due to the City Council and public involvement process, or adoption process, will require additional budget.
- The code review and consistency analysis and memorandum will require no more than \$4,000 in Aspect labor.
- Estimation of the cost to implement and enforce a new source control will rely on costs from other similar City NPDES II programs (e.g., IDDE program) and broad assumptions necessary to estimate costs. Work to estimate program costs, assess impacts to existing NPDES program and staffing, and develop implementation recommendations will require no more than \$5,000 in Aspect labor.

Deliverables:

- Example stormwater source control ordinances or other enforcement mechanisms (electronic format).
- Full draft stormwater source control ordinance (electronic format).
- Final stormwater source control ordinance language (electronic format).
- Draft/final code review and consistency analysis memorandum (electronic format).
- Draft/final source control program analysis and implementation recommendations memorandum (electronic format).

Schedule:

- Workshop to identify key issues and policies – January 2021
- Draft ordinance with City Attorney and Council Review – March 2021
- Final ordinance – June 2021
- Code review and consistency analysis – June 2021
- Source control program implementation analysis and recommendations – June 2021

Subtask 3B. Inventory Development

This subtask will identify qualifying sites in Shoreline consistent with permit requirements for source control for existing development (Site). The Sites of interest are those which have the potential to generate pollutants to the MS4. Business types included will be based on Appendix 8 of the Phase II Permit with NAICS and SIC numbers typically associated with pollutant-generating surfaces. Input, collaboration, and help from City staff will be needed for some of the following activities (see assumptions).

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Activities on this task will include assembling and organizing data, including the following:

- Discuss with appropriate City staff the status of any data and/or programs related to municipal inspections of private and municipal properties.
- Gather business license data from local/state sources including FileLocal and Department of Revenue.
- Identify and assemble existing records from within the City, including locations of BMPs for stormwater treatment/flow control and the business lists used for the Local Source Control Partnership (LSCP) program.
- Compile business data and format for use in a database. This activity will include quality control reviewing of Sites on an individual basis and formatting entries and filling in information as possible.
- Prepare geospatial data for the inventory, including zoning, land-use, and drainage basins.
 - Add geospatial data from City with stormwater drainage and features, such as BMPs and known problem areas vis-à-vis stormwater pollution.
- Prepare database of Sites for potential for pollution generating activities. The database will be prepared in a mutually agreed software platform based available resources of the City and Aspect.
- Prepare memorandum to accompany Sites database with documentation and instructions. The memorandum is expected to include maps showing Sites by risk level and the criteria and steps used for ranking Sites. At a minimum, a Site will be ranked by its NAICS and/or SIC numbers if no other data are available.

Assumptions:

- The City will provide the following support for the inventory development of Sites:
 - Inquire and/or search for internal city resources and information
 - Provide list of businesses from licensing (historical and/or current)
 - Provide list of businesses from the LSCP program
 - Help with communications support for requesting data from other city departments/divisions and other agencies, such as Department of Revenue
 - Review draft memo and Sites database

Deliverables:

- Database of Sites in Shoreline ranked by potential for pollution-generating activities.
- Memorandum (draft and final) to accompany the Sites database with documentation and instructions.

Schedule:

- Primary task work will occur April through September 2021
- Database of Sites and draft memo – October 2021
- Final database and final memo – December 2021

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Subtask 3C. Inspection Program Development

This subtask includes preparation of documentation, guidance, and resources to support the City's development of a business inspection program. Activities will include the following:

- Review and provide input on existing City forms and procedures for source control inspections, as well as record-keeping of inspections in Cityworks. The review will include preparing a memorandum with recommendations.
- Review regional resources to identify useful guidance and incorporate it into the City's procedures for inspections and related activities as appropriate. Known resources that will be reviewed include the [Business Inspection Program Report](#) (January 2020, Business Inspection Group [BIG], Washington Stormwater Center) and resources available from the [Pacific Northwest Pollution Prevention Resource Center](#).
- Prepare a standard procedures guidance document with best practices for Site inspections. The guidance will incorporate input from the City's existing related programs and procedures and will incorporate relevant regional resources for consistency with current industry practices, including as Ecology's Dangerous Waste Regulations and [available guidance](#). Electronic technical resources will be also be referenced in an appendix of online BMPs SOPs, pamphlets, and technical documents relevant to issues typically addressed during Site inspections.
 - The municipal codes developed for the source control program in Task 3A will be referenced to for consistency with inspection practices and to develop enforcement procedures.
- Help transfer data from the Sites database prepared in Task 3B into the city's Cityworks software.
- Prepare a training curriculum for City staff and/or contractors. The training curriculum will be to educate staff and workers on Site inspection methods and satisfy the permit requirement for staff training (S8.5.b.v). The curriculum will be prepared to be given virtually and will use resources available from the Washington Stormwater Center and other permittees.

Assumptions:

- The City will provide the following support for the inspection program development:
 - Inquire and/or search for internal City resources and information
 - Provide information about existing City inspection programs, including the LSCP
 - Help with communications support for requesting information from other City departments/divisions
 - Review draft standard procedures document for inspections
 - Review draft training curriculum
- The schedule for the deliverables is intended to support training of staff and piloting the inspection program in the summer of 2022 per City request.
- No Site inspections are included in this task; just program development support.
- No trainings are included in this task; just planning materials and curriculum for trainings to be implemented separately.

Deliverables:

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- Memorandum of comments and recommendations of the review of existing City forms, procedures, and record-keeping for Site inspections.
- Technical support transferring data from the Sites database in Task 3B into Cityworks for use in the inspection program.
- Draft and final standard procedures guidance document for source control inspections.
- Draft and final training curriculum for inspectors.

Schedule:

- Primary task work will occur July 2021 through January 2022
- Memo of comments on City forms, procedures, and Cityworks – January 2022
- Draft standard procedures guidance document – February 2022
- Final standard procedures guidance document – March 2022
- Draft training curriculum – January 2023
- Final training curriculum – February 2023

Task 4 Stormwater Management Action Planning Support

AltaTerra Consulting (AltaTerra) will lead this task. Task 4 includes Subtask 4A Receiving Water Assessment, Subtask 4B Receiving Water Prioritization, and Subtask 4C Stormwater Management Action Plan(s) which are described below. This task involves following general methodology described in Ecology's August 2019 Stormwater Management Action Plan (SMAP) Guidance Document that outlines steps necessary to comply with the City's NPDES Phase II Permit Condition S5.C.1.d. Stormwater Management Action Planning.

Subtask 4A. Receiving Water Assessment

This subtask involves reviewing and coordinating a summary of existing receiving water data in a tabular format for each of the City's receiving waters. It is expected that the City will take the lead on this task with assistance from the Consultant team.

Assumptions:

- A SMAP process kickoff meeting with the City and up to 2 members of the consultant team will be held to discuss overall approach and City objectives for the SMAP effort. The meeting is anticipated to last up to 1 hour and will be held virtually.
- The City will identify receiving waters to be included in the inventory and size of analytical unit (e.g., entire drainage basin or sub-basins). With the exception of a few small basins (e.g., small portion of Bitter Lake basin and Lake Washington drainage areas with no tributary channels), that provide little opportunity for receiving water benefits, all receiving waters with tributaries that enter larger bodies of water (i.e., Puget Sound or Lake Washington) will be included in the inventory.
- The Consultant will provide the City with a template spreadsheet to fill in relevant receiving water, land use data, and basin characteristic data that will be used to assess receiving water conditions. It is expected that the data will be gleaned from existing documentation (e.g., basin plans, water quality reports, Surface Water Master Plan, Surface Water Capacity Modeling Study, hydrologic modeling reports, habitat assessments, and publicly available websites). Basic receiving characteristics including basin size, area within Shoreline, designated uses, water

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quality characteristics, flow (if available), habitat features (if available), land use, stormwater facilities in basin, and other data will be summarized.

- The City will provide the Consultant with all available relevant data available for receiving waters including, but not limited to the following:
 - GIS coverages, as available, including basin delineations, impervious surface coverage, stormwater facilities, zoning, wetlands, streams, conveyance networks, transportation networks, and water quality data.
 - Basin plans, water quality studies, hydrologic modeling reports, and other relevant City documents.

These resources will be used for follow-up questions and coordination and for map preparation to document receiving water conditions in each basin or sub-basin.

- Data provided in previous documentation (i.e., basin plans, water quality reports, Surface Water Master Plan, Surface Water Capacity Modeling Study, hydrologic modeling reports, habitat assessments, historic fish use) will not be updated for this analysis
- The City will include data from Subtask 1A will be included in the receiving water assessment.
- The City will include additional publicly available information, such as Ecology water quality data, Washington State Department of Natural Resources Geologic Mapping data, Washington State Department of Fish and Wildlife fish use or fish barrier data, or other relevant sources as needed for this task.
- The City will provide input on expected land use and growth projections for receiving waters.
- The Consultant will consolidate receiving water data in GIS to be used in Task 4C for figure development in the SMAP document.
- The City will provide the Consultant with the data summary in a tabular format.
- This task will be completed within one month of Subtask 1A.
- The Consultant will review the draft receiving water summary table and coordinate with the City to identify gaps and complete missing information.
- One meeting with City staff and up to two members of the consultant team to discuss the draft table. Meeting is expected to last no more than 1 hour and will be held virtually.
- GIS files produced during the project and a PDF of screen shots of the web content will be provide at project closeout. Aspect Consulting will host web maps and Story Map (if authorized by City) throughout the duration of the project and an additional 6 months past project closeout. Aspect can continue to host the story map after project closeout at a cost of \$500/year. Transfer of Story Map files to be hosted elsewhere is not included in this scope of work.
- Story Map cost estimate includes one consolidated round of revisions.

Deliverables:

- Excel template for City to fill in with receiving water data.
- Final excel table summarizing receiving water characteristics.
- GIS Story Map summarizing receiving water characteristics by basin OR GIS coverages that consolidate information presented tabularly in the excel table. Scope and fee will include GIS

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Story Map but development of Story Map will be authorized separately by City subsequent to the start of Task 4A work.

Schedule:

- This subtask is anticipated to begin July 2021 and end by September 2021.

Subtask 4B. Receiving Water Prioritization

Data compiled in Subtask 4A will be used for prioritizing receiving waters and will be used to determine a high-priority receiving water to develop a Stormwater Management Action Plan (Subtask 4C).

Assumptions:

- The City and up to two members of the consultant team will attend a 1.5-hour meeting to develop criteria to prioritize receiving waters. The meeting will be held virtually.
 - The consultant team will prepare draft criteria and example scenarios for discussion in advance of the meeting.
 - Final criteria will be used to compare and rank receiving waters.
- A draft list of ranked receiving waters will be prepared using final prioritization criteria agreed upon by the City.
 - Criteria may be modified if results are not consistent with what is known about receiving waters. If this occurs, another draft list will be prepared using modified criteria.
- The City and up to two members of the consultant team will attend one 1-hour meeting to discuss draft prioritization results. The meeting will be held virtually.
- The final list of ranked receiving waters will be prepared, following City approval and agreement.
- The City will select high-priority receiving water(s) to develop a Stormwater Management Action Plan.

Deliverables:

- Draft excel table of suggested prioritization criteria and example scenarios for meeting with City.
- Final prioritization criteria table based on meeting with City.
- Draft excel table of ranked receiving waters.
- Final excel table of ranked receiving waters and selection of receiving water(s) for Stormwater Management Action Plan(s).

Schedule:

- This subtask is anticipated to begin October 2021, following completion of Subtask 4A and end by March 2022.

Subtask 4C. Stormwater Management Action Plan(s)

This subtask will develop one or more Stormwater Management Action Plans for high-priority receiving water sub-basins identified in Subtask 4B. The City has active regional projects, such as Sound Transit Light Rail Stations, currently being constructed in what are thought to be high-priority sub-basins. Any on-going or already planned stormwater actions in progress or constructed in basins with active changes will be incorporated in the Stormwater Management Action Plan so the City gets credit for the

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stormwater planning work they have already done to protect and/or improve receiving water conditions.

Assumptions:

- A meeting with the City and up to three members of the consultant team will be held to discuss conditions in the selected receiving water, City stormwater management actions (current and planned), land use changes, and opportunities for additional targeted actions. The meeting is anticipated to last up to 2 hours and will be held virtually.
- For purposes of this scope, it is assumed that one Stormwater Management Action Plan is prepared.
- The consultant team will develop a draft list of strategies for the selected receiving water including but not limited to the following:
 - Current City actions
 - Programmatic actions, such as education and outreach or operational actions
 - Stormwater retrofit opportunities
 - Land management opportunities
 - Actions identified in basin plans, SWMP, or other City plans specific to the receiving water or City-wide program
 - Instream or riparian improvements supportive of salmon use
- The City will review the draft list of actions and decide which actions should be moved forward in the Stormwater Management Action Plan.
- Up to 10 projects will be included in the SMAP.
 - Five projects are assumed to be existing City-planned capital projects or programmatic strategies that will not require additional Consultant effort, other than a brief description, schedule, and cost.
 - Five new project summary sheets will be developed for stormwater actions included in the Stormwater Management Action Plan. For the purposes of this scope and budget, it is assumed that one project will be a capital project, one project will be a habitat project, and three projects will be programmatic.
 - Project summary sheets will include planning level cost estimates, conceptual level details for capital improvements, and grant funding opportunities, if appropriate.
- Stormwater Management Action Plan will include an implementation schedule and cost for completion of proposed actions, and methodology for assessing project success.
- The Stormwater Management Action Plan is anticipated to be no more than 30 pages, including tables and figures, exclusive of appendices.
- The City will provide a consolidated set of review comments on the draft and revised draft SMAP.

Deliverables:

- Draft Stormwater Management Action Plan delivered electronically in Word format.
- Revised Draft Stormwater Management Action Plan delivered electronically in Word format, addressing comments in tracked changes.

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- Final Stormwater Management Action plan delivered electronically in Word and PDF formats, with City comments on Revised Draft addressed.

Schedule:

- This subtask is anticipated to begin April 2022, following completion of Subtask 4B and end by September 2022.

Task 5. Professional Services, as needed in support of City NPDES compliance and/or surface or stormwater quality monitoring

This task covers additional NPDES or water quality support tasks that are not covered under tasks 1-4 above. The task may include report review, general technical support, mock audits or other items as needed. Aspect will lead this task. Task 5 includes Subtask 5A Third-party Assistance for NPDES Annual Report, Subtask 5B Technical Support for Salmon-Safe Certification, and Subtask 5C NPDES Permit Mock Audit which are described below.

Subtask 5A. Third-party Assistance for NPDES Annual Report

This subtask covers a third-party review of the City's 2020 NPDES Annual Report before submittal to Washington State Department of Ecology. Tasks may include review of the overall report, data review for subsections of the report, assistance in assembling data for the report, etc. Aspect will provide assistance or review services at the City's request.

Assumptions:

- The cost estimate assumes all support will occur prior to the March 31, 2021 reporting deadline and does not cover support for subsequent years.
- Third party assistance and review will support the City in meeting its NPDES reporting requirements but is not a guarantee of full compliance with the permit.

Deliverables:

- Comments and edits on Draft NPDES Annual Report.
- Assistance on report completion as requested by City staff.
- Virtual meeting between Aspect and City staff to discuss findings of third-party review.

Schedule:

- Timing will be late 2020 through March 31, 2021.

Subtask 5B. Technical Support for Salmon-Safe Certification

Subtask 5B covers technical support for Salmon-Safe certification that is not already covered under tasks 1-4. Work will be completed under this task upon request from the City and agreement between the City and the Consultant on a scope, schedule, and cost estimate for each requested task.

Assumptions:

- Upon City request, the Consultant team will coordinate with the City to define the scope and budget for each requested task.

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- Labor for developing the scope and budget for each requested task will be billed to the project.

Deliverables:

- To be determined.

Schedule:

- Anticipated to begin in 2023.

Subtask 5C. NPDES Permit Mock Audit

This subtask covers a mock audit of Shoreline's compliance with the Western Washington Phase II Municipal Stormwater Permit. The mock audit would follow the format of Ecology's MS4 inspection worksheets and EPA MS4 Program Evaluation Guidance and could involve document review, site visits, and interviews with City staff, etc. The mock audit could encompass the entire permit or focus on permit sections where City has compliance concerns.

Assumptions:

- Upon City request, the Consultant team will coordinate with the City to define the scope and budget for each requested task.
- Labor for developing the scope and budget for each requested task will be billed to the project.

Deliverables

- To be determined.

Schedule:**Anticipated to begin in 2023.Task 6. Project Management**

Aspect will lead this task. Task 6 includes Subtask 6A Develop Project Management Plan and Subtask 6B Contract Management are described below.

Subtask 6A. Develop Project Management Plan

Consultant will develop a Project Management Plan (PMP) outlining project schedule, communication plans, communication and document sharing platforms, budget, deliverables, quality assurance/quality control procedures and scope amendment procedures. Consultant will develop initial PMP at the beginning of this project. The PMP may be amended throughout the project based on new task requests or scope changes requested by the City.

Assumptions:

- City will compile all comments on draft PMP into a single document.

Deliverables:

- Draft PMP
- Finalized PMP
- Amended PMP (if applicable)

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Schedule:

- Draft PMP within 2 weeks of notice to proceed.
- Finalized PMP within 1 week of receipt of City comments on draft.
- Amended PMP within 2 weeks of finalization of new task request or scope changes.

Subtask 6B. Contract Management

This subtask covers the coordination and management of the overall contract between the City Project Manager and the Consultant Project Manager. Contract management tasks include:

- Initial project kickoff meeting with City, Consultant and Subconsultant task leads.
- Preparing monthly invoices.
- Preparing monthly progress reports for each task and the project progress as a whole.
- Managing tasks including task schedules, deliverables, scopes and scope changes.
- Consultant Project Manager will serve as primary point of contact and communication between City staff, Consultant staff, and Subconsultant staff.
- Coordination of quality control and timely delivery of project deliverables.

Assumptions:

- Kickoff meetings for each task are included in the cost estimate for each task.
- Management of individual task budgets and schedules will be the responsibility of the leading Consultant or Subconsultant task lead. Consultant Project Manager will monitor progress and budget of all tasks on a monthly basis to ensure completion within overall project budget and schedule.

Deliverables:

- Monthly invoices
- Monthly progress reports on tasks and overall project status

Schedule:

- Ongoing during entire project.

Cost Estimate

The cost estimates for this SOW are shown in Table 2 below.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| | |
|----------------------|--|
| AGENDA TITLE: | Discussing Ordinance No. 910 - Amending Shoreline Municipal Code Chapter 8.12 to Expressly Prohibit Waterfowl Feeding in City Park Facilities |
| DEPARTMENT: | Public Works |
| PRESENTED BY: | John Featherstone, Surface Water Utility Manager |
| ACTION: | <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing |

PROBLEM/ISSUE STATEMENT:

Human feeding of waterfowl in parks can lead to larger waterfowl populations, an increased volume of waterfowl feces, and an increased concentration of waterfowl feces within waterfront areas where human recreational activities occur (e.g., wading, swimming, fishing). In addition to the impact on recreation uses, the increased feces can increase pathogenic fecal bacteria and algae blooms in waterways which can then increase closures of Shoreline swimming beaches. Eliminating park user feeding of waterfowl is an important step to reducing the volume of waterfowl feces in Shoreline lakes and ponds to improve water quality and help ensure healthy, safe beaches for recreation.

The current Shoreline Municipal Code (SMC) prohibits leaving food in a park (SMC 8.12.340); however, there is no code that expressly prohibits feeding wildlife or waterfowl. This proposed Ordinance 910 - Amending Chapter 8.12 would prohibit the feeding of waterfowl and be used primarily to support educational signage while also offering a pathway of enforcement to address repeat offenders, if deemed necessary. This proposed code amendment was presented to the PRCS/Tree Board and received unanimous support.

Tonight, Council is scheduled to discuss proposed Ordinance No. 910. This Ordinance is scheduled to be brought back to Council on January 25, 2021 for adoption.

RESOURCE/FINANCIAL IMPACT:

One-time startup costs for implementing this new ordinance are expected to be approximately \$2,300 for creating and installing new educational signage and approximately \$825 in staff time. These costs will be covered by existing program budget allocations under the 2021 Surface Water Utility budget. Annual costs are expected to be minimal and would be covered under the regular duties of the Surface Water Program Specialist position within the Surface Water Utility. Enforcement activities are expected to be minimal and no significant revenue is expected from enforcement.

RECOMMENDATION

No action is required by the City Council regarding proposed Ordinance No. 910 tonight. This meeting will provide an opportunity for the City Council to ask specific questions and provide staff direction. Proposed Ordinance 910 amending the Shoreline Municipal Code chapter 8.12 is scheduled to be brought back to Council on January 25, 2021 for potential action.

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

INTRODUCTION

Hidden Lake and Echo Lake have been closed historically for extended periods, including in recent years and months due to high fecal bacteria levels. Feeding of waterfowl in City Parks can cause an increase in the volume of feces defecated at those parks and is likely a contributing factor to the observed high levels of fecal bacteria leading to recent closures. The feeding of waterfowl poses additional problems for park recreators, including nuisance from birds soliciting or attempting to take food, and increased feces in other areas of the park. When park goers feed waterfowl inappropriate food (e.g., bread, popcorn) it also poses potential health risks to the waterfowl.

DISCUSSION

The Surface Water Utility is particularly concerned about the impact of waterfowl feces on water quality as it has been demonstratively related to the following impacts:

1. Fecal droppings can contain pathogenic bacteria that are harmful to human and animal health, including *E. coli*. An increase in waterfowl droppings increases the amount of fecal bacteria in ponds and lakes which can contribute to swimming beach closures and unsanitary beaches.
2. Nutrients from droppings can cause summer algae blooms, including toxic algae blooms. Toxic algae blooms can harm human health. Effects of toxic algae blooms include rashes, stomach or liver illness, respiratory problems, and neurological effects.

As a part of King County water quality monitoring programs, the City of Shoreline routinely monitors fecal bacteria levels and looks for the presence of toxic algae blooms in Hidden Lake and Echo Lake to ensure swimming beaches are safe for public access. This summer, the King County Department of Health closed Hidden Lake due to high fecal bacteria levels. That closure lasted for eight weeks (June 4 – July 30, 2020) due to persistently high bacteria levels recorded during weekly water quality sampling. This past fall, Echo Lake was closed for two weeks due to high fecal bacteria levels (September 17 - October 2, 2020). During the closure, goose feces was notably present at the beach and in the surrounding park. Fecal contamination from waterfowl feeding may also be an issue in water bodies in other City parks such as Twin Ponds Park and Ronald Bog Park.

In a follow-up investigation, King County Environmental Labs conducted a source tracing DNA test to identify likely sources of contamination in Hidden Lake. The DNA source tracing test can detect the presence of human and dog feces. At Hidden Lake, results indicated no presence of human markers and a very low presence of dog markers. For beaches with a known and frequent waterfowl presence, a lack of human or dog genetic markers circumstantially suggests that waterfowl are the likely source of observed fecal bacteria. Research demonstrates a clear connection between waterfowl and high fecal bacteria in the ponds and lakes they occupy. An important strategy to managing waterfowl's impact on water quality is to discourage feeding waterfowl near beaches, lakes, and ponds, as waterfowl tend to defecate where they eat. See Attachment B for more information on managing undesirable waterfowl impacts.

The Surface Water Utility proposes amending SMC 8.12 to expressly prohibit waterfowl feeding. Ordinance 910 - Amending Chapter 8.12 to expressly prohibit waterfowl feeding in City park facilities (Attachment A) would primarily support educational signage and conversations, providing a clear message that the City's supports reducing this source of fecal pollution. If deemed necessary, the ordinance would offer a pathway to enforcement for repeat offenders. The proposed amendment would be included in Article III of SMC 8.12, making a violation a civil infraction.

On August 27, 2020, Surface Water Utility staff presented this recommended code amendment to the PRCS/Tree Board and received unanimous support.

COUNCIL GOAL ADDRESSED

This proposed new ordinance supports City Council's commitment to "stewardship of the natural environment" as stated in Council Goal 2 from the 2020-2022 work plan.

RESOURCE/FINANCIAL IMPACT

One-time startup costs for implementing this new ordinance are expected to be approximately \$2,300 for creating and installing new educational signage and approximately \$825 in staff time. These costs will be covered by existing program budget allocations under the 2021 Surface Water Utility budget. Annual costs are expected to be minimal and would be covered under the regular duties of the Surface Water Program Specialist position within the Surface Water Utility. Enforcement activities are expected to be minimal and no significant revenue is expected from enforcement.

RECOMMENDATION

No action is required by the City Council regarding proposed Ordinance No. 910 tonight. This meeting will provide an opportunity for the City Council to ask specific questions and provide staff direction. Proposed Ordinance 910 amending the Shoreline Municipal Code chapter 8.12 is scheduled to be brought back to Council on January 25, 2021 for potential action.

ATTACHMENTS

Attachment A – Proposed Ordinance No. 910
Attachment B – USDA Wildlife Services: Waterfowl Management

ORDINANCE NO. 910

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING CHAPTER 8.12 RULES FOR USE OF CITY OF SHORELINE PARK FACILITIES OF THE SHORELINE MUNICIPAL CODE TO ADD A NEW SECTION PROHIBITING THE FEEDING OF WATERFOWL.

WHEREAS, many of the City of Shoreline parks have natural waterbodies that provide both temporary and permanent habitat for a variety of waterfowl species; and

WHEREAS, while chapter 8.12 Rules of Use of City of Shoreline Park Facilities of the Shoreline Municipal Code (SMC), at Section 8.12.340, prohibits littering, including food, there are no regulations related to the feeding of waterfowl; and

WHEREAS, the feeding of waterfowl by park visitors, however innocent, increases the volume of fecal bacteria on land and in waterbodies, resulting in the spread of pathogens and toxic algal blooms, that can have adverse effects on humans, domestic pets, and wildlife; and

WHEREAS, discouraging the feeding of waterfowl near waterbodies is an important strategy in managing waterfowl's impact on the quality of water; and

WHEREAS, as set forth in SMC 2.55.060, the PRCS/Tree Board may make recommendations to the City Council concerning the operation of parks and the development of rules and regulations concerning the use of parks, and support; and

WHEREAS, on August 27, 2020, the City's Surface Water Utility Staff presented the Shoreline PRCS/Tree Board with the proposed amendments to the SMC; the PRCS/Tree Board supported such an amendment; and

WHEREAS, the amendments to chapter 8.12 SMC authorized by this Ordinance are exempt from SEPA pursuant to WAC 197-11-800(19); and

WHEREAS, the City Council has considered the entire public record, public comments, written and oral, and the PRCS/Tree Board's recommendation; and

WHEREAS, the City Council has determined that the amendments to chapter 8.12 SMC are in the best interests of the City of Shoreline residents;

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

Section 1. Amendment – Chapter 8.12 Rules for Use of City of Shoreline Park Facilities. A new section is added to Chapter 8.12 Rules for Use of City of Shoreline Park Facilities as follows:

SMC 8.12.255 Feeding of Waterfowl. Feeding waterfowl prohibited. No person shall place, deposit, scatter, or distribute food of any kind or nature in any park with an intent

to feed waterfowl.

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

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

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

PASSED BY THE CITY COUNCIL ON JANUARY 25, 2021

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

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

Date of Publication: _____, 2021
Effective Date: _____, 2021

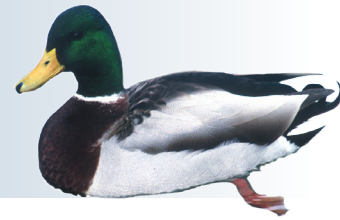
**Animal and Plant Health
Inspection Service**

Wildlife Services

Factsheet

August 2016

**Preventing and Managing
Waterfowl Damage**



Wildlife Services, a program within the U.S. Department of Agriculture’s (USDA) Animal and Plant Health Inspection Service (APHIS), provides Federal leadership and expertise in managing conflicts between people and wildlife to help protect the Nation’s agricultural and natural resources, property and infrastructure, and public health and safety.

Wildlife Services biologists help individuals, local governments, businesses, and others manage waterfowl to achieve a balance between the positive values and the conflicts the birds may present.

Birdwatchers and the general public enjoy watching Canada geese, ducks, and other waterfowl. In many areas of the country, however, nonmigrating, or resident, populations of ducks and Canada geese are increasing dramatically, leading to overpopulation of these birds in some cities.

Waterfowl need fresh water for resting and nesting, and tender young grass and other succulent vegetation for food. The plentiful, well-manicured lawns of residential neighborhoods, corporate business areas, parks, airports, and golf courses offer excellent habitat. Geese, especially, can easily become accustomed to people and residential areas.

Although most people find a few birds acceptable, problems quickly develop as bird numbers increase. These problems include overgrazing of grass and ornamental plants; accumulation of droppings and feathers; attacks on people by aggressive birds; and the fouling of reservoirs, swimming areas, docks, lawns, and recreational areas. Because fouling contaminates water used for drinking, bathing, and cleaning, it can pose a disease threat to humans. Flocks of geese and other waterfowl also feed on a variety of crops, including corn, soybeans, rice, lettuce, winter wheat, barley, and rye. Birds can even endanger aircraft on or near airports. In fact, one goose or duck can seriously damage an aircraft.

Know Before You Act

You can undertake some techniques on your own to manage waterfowl populations, but in most cases, wildlife management professionals should carry out this work.

The Migratory Bird Treaty Act of 1918 and State laws protect all native waterfowl in the United States, including migratory and resident Canada geese. Under these laws, it is illegal to hunt, kill, sell, purchase, or possess migratory birds except in certain cases. For example, you can obtain a permit from the U.S. Department of the Interior’s Fish and Wildlife Service (FWS) to remove otherwise protected birds if they are damaging agriculture, property, or natural resources or threatening human health and safety. These “depredation” permits allow the permit holder to remove a limited number of birds from a specific area. However, FWS tightly controls how many permits it issues and in what situations they’re used.



Before taking any action to manage waterfowl populations, consult with Wildlife Services or a State wildlife agency. You can reach your State's Wildlife Services office by calling 1-866-4USDA-WS (1-866-487-3297).

Managing Waterfowl: An Integrated Approach

In general, Wildlife Services professionals recommend an integrated approach to discourage waterfowl from residing in areas where overabundant flocks cause problems. Using a combination of techniques is the most effective way to prevent and manage waterfowl damage. These birds quickly become accustomed to any single approach, so using only one tool will not have a long-term impact.

Below are some of the management techniques we may use or recommend:

- **Discontinue feeding.** Wild birds can find their own food and will survive without handouts. Once people stop feeding them, waterfowl will revert to better-quality natural foods. In many cases, the birds will leave.
- **Modify landscaping.** Geese and ducks, in particular, are grazers and need short, green grass for food. Allow grass to grow longer so it is unattractive to the birds. Along water edges, plant less-attractive vegetation, such as pachysandra, periwinkle, and euonymus. Waterfowl prefer nesting on islands, peninsulas, and undisturbed grounds. When landscaping, do not create small islands or peninsulas; where these features already exist, consider changes to make them unavailable to waterfowl.
- **Install barriers.** Waterfowl prefer to land on water and walk onto adjacent grassy areas to feed and rest. The most effective tools for controlling waterfowl movement are fences, hedgerows, and other physical barriers.
- **Use scaring devices.** Large helium-filled balloons, strobe lights, scarecrows with movable parts, bird-scaring reflecting tape, Mylar flags, screamer sirens, whistle bombs, shell crackers, and automatic



A Wildlife Services biologist applies corn oil to a goose egg. This treatment prevents eggs from developing and reduces the potential for re-nesting.

exploders will help keep geese and other waterfowl from feeding and resting on property. Move these items periodically. Before using noisemakers or pyrotechnics, check local and State regulations for permit requirements and any other limits on using firearms and pyrotechnics.

- **Use dogs to keep geese out of hay, grain crops, and parks.** Most effective are free-ranging dogs trained to chase birds as soon as they land. However, be aware of local leash laws, which may prevent such use of dogs. Some communities have enlisted volunteer human/canine teams of trained and reliable pets for harassing waterfowl in parks.
- **Remove domestic ducks and geese.** Domestic ducks and geese serve as decoys to wild waterfowl, since birds may learn to locate food sources by watching other birds. Removing domestic waterfowl may make the area less attractive. While you don't need a Federal permit, you do need to check with local law enforcement about State, county, and municipal laws and regulations before removing domestic waterfowl. Removal techniques must comply with all applicable laws, regulations, and policies.

- **Prevent nesting.** It can help control local populations of waterfowl if property owners keep them from nesting. Nest treatment usually involves manipulating eggs so they do not develop. Methods include adding (shaking), oiling with corn oil, puncturing, chilling, or replacing eggs. Returning treated eggs to the nest encourages adult birds to remain on the nest beyond the expected hatching date, which reduces or prevents the potential for re-nesting. Waterfowl are protected by State and Federal laws, so property owners must register with FWS before carrying out nest treatment work. To register, go to <https://epermits.fws.gov/eRCGR/geSI.aspx>.
- **Hunting.** Where it is safe and legal, hunting can help control some species of residential waterfowl. Your State wildlife management agency can advise you on local laws and regulations.

Other Options

Depredation Permits

After using some of these management techniques over an extended period with little to no success, a depredation permit can be requested. Shooting a few birds each day may improve the effectiveness of harassment. However, shooting may be impractical and/or prohibited in urban damage situations, due to safety concerns, local noise and discharge ordinances, and adjacent land uses. Federal and/or State permits are always required.

Capture and Relocation or Removal

Under certain circumstances, Wildlife Services may capture urban waterfowl using live traps or tranquilizers and relocate them. Many State wildlife agencies

discourage the relocation of waterfowl within their borders because of the potential to create problems elsewhere in the State. Since Canada geese instinctively try returning to areas where they were born and raised, they should be moved at least 200 miles away from their nesting site.

Capturing and removing birds by humane euthanasia can enhance the effectiveness of other management methods. It can successfully reduce the local waterfowl population, particularly resident Canada geese. Federal and some State regulations may allow the capture and removal of resident Canada geese between April 1 and August 31. Geese are most easily corralled during the molting period when they lose their primary flight feathers, leaving them flightless. From mid-June through early July, the waterfowl can be captured with netted panel traps. Where allowed, euthanized geese may be donated as a food source to charitable organizations.

Only trained professionals, including Wildlife Services biologists, with the required permits should carry out capture and removal work. Community input is also important in any decision to use this approach, as it can be a sensitive issue.

Learn More

For more information about managing waterfowl damage, obtaining a depredation permit, or Wildlife Services' work, call us at 1-866-4USDA-WS (1-866-487-3297) or go to www.aphis.usda.gov/wildlife-damage.



Protecting People | Protecting Agriculture | Protecting Wildlife

Wildlife Services is not the only source of wildlife damage management services available to the public. Private-sector wildlife damage management providers may also be available. Wildlife Services does not endorse or recommend any specific private-sector provider or the use of any specific product over another.

Mention of companies or commercial products does not imply recommendation or endorsement by USDA over others not mentioned. USDA neither guarantees nor warrants the standard of any product mentioned. Product names are mentioned solely to report factually on available data and to provide specific information.

USDA is an equal opportunity provider, employer, and lender.

APHIS 11-15-005

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CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| | |
|----------------------|---|
| AGENDA TITLE: | Discussing Ordinance No. 918 - Authorizing the Placement of a Ballot Measure on the 2021 April Special Election Ballot to Authorize a Property Tax Bond Measure for Park Improvements and Park Land Acquisition |
| DEPARTMENT: | City Manager's Office |
| PRESENTED BY: | Christina Arcidy, Management Analyst |
| ACTION: | <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Discussion |

PROBLEM/ISSUE STATEMENT:

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

On December 7, 2020, staff was directed by Council to develop the legislation to place a ballot measure on the April 2021 ballot to fund improvements to five neighborhood parks; investments in park amenities for three additional parks; and the acquisition and improvement of new park land. Tonight, Council will discuss proposed Ordinance No. 918 (Attachment A) authorizing the placement of a ballot measure on the 2021 April Special Election Ballot to authorize a property tax bond measure for improvements to five neighborhood parks; investments in park amenities for three additional parks; and the acquisition and improvement of new park land. The proposed Ordinance is scheduled to return to Council for potential action on January 25, 2021.

FINANCIAL IMPACT:

While proposed Ordinance No. 918 does not have an immediate financial impact, the Ordinance would authorize the City to place a measure on the ballot. If successful, the City would be authorized to issue bonds in the principal amount of up to \$38,500,000 for improvements to five neighborhood parks; investments in park amenities for three additional parks; and the acquisition and improvement of new park land. Repayment of these bonds would be supported by a special property tax levy that is estimated to impact the median priced homeowner by a net average of \$112 per year for up to 20 years.

The Ordinance provides that Senior Citizens, Disabled Persons, and Disabled Veterans meeting age, income, and/or disability requirements identified in RCW 84.36.381 would be eligible, and can apply with King County, for an exemption or deferral from this tax.

RECOMMENDATION

No action is required tonight. Staff recommends that the City Council discuss proposed Ordinance No. 918 and provide guidance to staff on the proposed Ordinance, including whether or not to be included in the Voter's Pamphlet. Proposed Ordinance No. 918 is scheduled to be brought back to Council for potential action on January 25, 2021.

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

BACKGROUND

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

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

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

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

Council Direction

The City Council's guidance from its February 28, 2020, Strategic Planning Workshop was for staff to develop a proposal for a voter approved bond measure to fund improvements to parks and park land acquisition. The Council's Strategic Planning Workshop was held prior to the Declaration of Health Emergency for COVID-19. The Council discussed whether to place a bond measure on the ballot at their March 30, June 15, and November 2 meetings, and each time directed staff to bring it back for further discussion at a future Council meeting because of the unknown economic impacts of COVID-19 and concerns about if the 2021 election validation requirements set by the 2020 General Election voter turnout would make a 2021 election unrealistic.

On December 7, 2020, the City Council further discussed the priority park improvements; amenity improvements; and acquisition and improvement of new park land. The staff report from this Council discussion is available here: [Continued Discussion of Park Improvement and Acquisition Priorities for Potential Bond Measure](#).

At this meeting, Council gave staff formal direction to prepare appropriate legislation to place a 20-year bond measure before the voters for improvements to five neighborhood parks; investments in park amenities for three additional parks; and the acquisition and improvement of new park land.

Bond Measure Components and Cost

| Bond measure component | Cost (millions) |
|----------------------------------|-----------------|
| Priority Park Improvements | \$20.6 |
| Priority Park Amenities | \$4.7 |
| Park Land Acquisition | \$9.5 |
| Improvement to Acquired Property | \$3.7 |
| TOTAL | \$38.5 |

DISCUSSION

If approved by voters, general obligation bonds would be issued for \$35.8 million, which would be repaid by an increase in property taxes (excess property tax levy) to fund this project. The current parks and open spaces bond measure (approved by voters in 2006) is set to be retired in 2021 and will be removed from property tax bills in 2022. Under that bond measure, a property owner of a median priced home has been paying approximately \$76 per year in property tax towards the repayment of the 2006 bonds. The table below shows the taxpayer impact of a \$38.5 million bond measure for a median valued home (\$517,000), a home valued at \$750,000 and a home valued at \$1,000,000.

Impacts of an \$38.5 Million Bond Measure Over 20 Years

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

Property Tax Exemptions and Deferrals Available

Exemptions: RCW 84.36.381 allows jurisdictions to provide exemptions for this type of Excess Property Tax Levy to Senior Citizens, Disabled Persons, and Disabled Veterans meeting certain criteria detailed in the Revised Code of Washington (RCW). Ordinance No. 918 includes this exemption. Under current criteria, an exemption for this excess levy would be available for taxpayers who meet the following criteria, which was updated in 2019:

Age/Disability

- Born in 1958 or earlier, or
- Disabled and unable to work in 2019 or earlier

Ownership/Occupancy

- Own the residence as of 12/31/2019

- Occupy as a primary residence 9 months each year
- Income (earned in 2019)**
- Annual household income under the new threshold of \$58,423 including Social Security and other sources (RCW 84.36.383(5))

Deferrals: Those who are 60 or older or are retired because of physical disability, meet equity requirement, living in the home for more than nine months in a calendar year and have annual household disposable income of \$67,411 or less for the previous year may qualify for deferral of your property tax liability (deferred taxes become a lien on the property). Limited income deferrals are also available for the second installment (50%) of tax due if specific income and tax filing requirements are met.

Exemptions or deferrals are available only for residents who own and occupy (for more than nine months during the year) a house, mobile home, condo or co-op. Those who believe they may be eligible can complete a simple application process with King County. Details of the exemption and deferral programs and application instructions are available at the following link:

<https://www.kingcounty.gov/depts/assessor/TaxRelief.aspx>.

Ballot Language and Voter Pamphlet Requirements

If the Council decides to move forward with placing the park improvement ballot measure on the April ballot, the title of the ballot measure and the voters’ pamphlet are required to adhere to the certain requirements

Ballot Title and Description

The ballot title for the proposed bonds and excess property tax levy consists of three elements:

1. An identification of the enacting legislative body and a statement of the subject matter (not to exceed 10 words);
2. A concise description of the measure (not to exceed 75 words); and
3. A question for the voting public (no word limit).

The ballot title must be approved by the City Attorney and must conform to the requirements and be displayed substantially as provided under RCW 29A.72.050, except that the concise description must not exceed 75 words. Any person who is dissatisfied with the ballot title may, at any time within 10 days from the time of the filing of the ballot title with King County Elections, appeal to King County Superior Court. The currently proposed ballot title in proposed Ordinance No. 918 is as follows:

CITY OF SHORELINE PROPOSITION NO. 1

**GENERAL OBLIGATION BONDS FOR
PARKS AND RECREATION IMPROVEMENTS**

The City Council of the City of Shoreline adopted Ordinance No. 918 concerning neighborhood park improvements. This proposition authorizes the City to improve and/or construct City parks, including playgrounds, an accessible play area, splash-pads, multi-sports courts, walking and sensory trails, picnic shelters, off-leash dog areas, sports fields and/or other park amenities; install public art; acquire and

improve new park land; issue up to \$38,500,000 of general obligation bonds maturing within 20 years to finance and refinance such projects; and levy annual excess property taxes to repay such bonds, as provided in Ordinance No. 918.

Should this proposition be approved:

YES.....

NO

Staff is still working on small edits to the ballot language and may continue to provide updates to the City Council prior to final action of proposed Ordinance No. 918 on January 25, 2021.

Voters’ Pamphlet

Inclusion in Voter’s Pamphlet: For primary and general elections, King County publishes a local voters’ pamphlet. All jurisdictions requesting a measure be placed on the ballot are automatically included in the local voters’ pamphlet. For the February and April special elections, King County does not publish a local voters’ pamphlet automatically. The jurisdiction must specifically request a local voters’ pamphlet in a resolution submitted to King County Elections. The jurisdiction must pay for the costs of publishing the local voters’ pamphlet. The request for publication of a local voters’ pamphlet can be included in the resolution calling for a special election or submitted as a separate resolution. The deadline to submit is the same as the deadline to submit a ballot measure.

Staff is recommending that the City forgo inclusion in the voter’s pamphlet unless there are other Shoreline voter issues included. Shoreline Fire District has indicated that it is planning on placing its fire benefit charge renewal on the April Special Election ballot however has not yet decided on publishing in the voter’s pamphlet. While staff is making the recommendation for the City not to publish a voter’s pamphlet if it has the only ballot measure for Shoreline voters, staff does not feel strongly about this recommendation. King County Elections estimates the cost of a voter’s pamphlet to be between \$2,021 - \$5,053 for a April 2021 Special Election, with the higher amount being if the City was the only ballot measure included. There would also be staff time savings from no longer needing to prepare for Council to appoint the pro and con committees required with the voter’s pamphlet, which is described in the following section. Historically the Shoreline School District *has not* published a voter’s pamphlet for their ballot measures which have been on special election dates.

Voter’s Pamphlet Language: If the Council decides to be included in the voter’s pamphlet, the City must provide an explanatory statement of the ballot title for the voter’s pamphlet. The statement describes the effect of the measure if it is passed into law and cannot intentionally be an argument likely to create prejudice either for or against the measure. The explanatory statement is limited to 250 words, must be signed by the City Attorney, and submitted to King County Elections by February 26, 2021. City

staff is working with the City's Bond Counsel to finalize the proposed voters' pamphlet content.

The City is also responsible for appointing committees to prepare statements in favor of and in opposition to the ballot measure for the voters' pamphlet. There is a limit of three members per committee. The committee appointments must be filed by February 26, 2021. If Council moves forward with adoption of proposed Ordinance No. 918 and decides to include a voter's pamphlet, staff will schedule Council to make these committee appointments at the City Council meeting on February 8, 2021, given that there is not another Council meeting until February 22, 2021 due to the President's Day holiday. If this is the case, then staff would begin advertising for interested parties to submit applications on January 26, 2021.

The statements in favor of or in opposition to the ballot measure must be submitted by the Pro and Con committees to King County Elections no later than March 2, 2021. These statements are limited to 200 words. Rebuttal statements by each of the respective committees must be submitted to the County no later than March 4, 2021. Rebuttal statements are limited to 75 words.

Next Steps

If Council directs staff to continue to move forward with a ballot measure to fund the park improvements, the next steps in the process would be as follows:

- Continued Council discussion of proposed Ordinance No. 918 and potential action on January 25, 2021.
- If the proposed Ordinance is adopted with direction for a Voter's Pamphlet to be included, staff would solicit interested persons and Council would appoint Pro and Con committees for the Voters' Pamphlet on February 8, 2021.
- Staff would then execute the Communication Plan regarding the ballot measure, including a City mailer to all residents about the ballot measure.

FINANCIAL IMPACT

While proposed Ordinance No. 918 does not have an immediate financial impact, the Ordinance would authorize the City to place a measure on the ballot. If successful, the City would be authorized to issue bonds in the principal amount of up to \$38,500,000 for improvements to five neighborhood parks; investments in park amenities for three additional parks; and the acquisition and improvement of new park land. Repayment of these bonds would be supported by a special property tax levy that is estimated to impact the median priced homeowner by a net average of \$112 per year for up to 20 years.

The Ordinance provides that Senior Citizens, Disabled Persons, and Disabled Veterans meeting age, income, and/or disability requirements identified in RCW 84.36.381 would be eligible, and can apply with King County, for an exemption or deferral from this tax.

RECOMMENDATION

No action is required tonight. Staff recommends that the City Council discuss proposed Ordinance No. 918 and provide guidance to staff on the proposed Ordinance, including whether or not to be included in the Voter's Pamphlet. Proposed Ordinance No. 918 is scheduled to be brought back to Council for potential action on January 25, 2021.

ATTACHMENTS

Attachment A: Proposed Ordinance No. 918

ORDINANCE NO. 918

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, PROVIDING FOR THE FORM OF THE BALLOT PROPOSITION AND SPECIFYING CERTAIN OTHER DETAILS CONCERNING SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION TO BE HELD THEREIN ON APRIL 27, 2021, OF A PROPOSITION FOR THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$38,500,000, OR SO MUCH THEREOF AS MAY BE ISSUED UNDER THE LAWS GOVERNING THE INDEBTEDNESS OF CITIES FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE AND REFINANCE PARK AND RECREATIONAL FACILITY IMPROVEMENTS, INCLUDING THE ACQUISITION OF LAND, AND LEVY EXCESS PROPERTY TAXES TO PAY THE BONDS.

WHEREAS, on July 31, 2017, following an 18-month community outreach engagement process, the Shoreline City Council (the “Council”) unanimously passed Resolution No. 412, adopting the 2017-2023 Parks, Recreation & Open Space Plan (the “PROS Plan”); as it may be amended from time to time; and

WHEREAS, the PROS Plan identifies a 20-year vision and framework for the City of Shoreline’s (the “City”) recreation and cultural programs, and for maintenance and investment in park, recreation and open space facilities; and

WHEREAS, Strategic Action Initiative #3 in the PROS Plan established a goal to expand recreation facility opportunities and Strategic Action Initiative #7 established a goal to ensure adequate parkland for future generations; and

WHEREAS, since the adoption of the PROS Plan, City staff have developed concept designs and cost estimates for selected parks and reviewed opportunities for property acquisition to achieve those goals; and

WHEREAS, in order to pay the costs of financing and refinancing a portion of the costs of the PROS Plan, including the acquisition of real property, it is deemed necessary and advisable by the Council that the City issue and sell one or more series of its unlimited tax general obligation bonds in the principal amount of not to exceed \$38,500,000 (the “Bonds”); and

WHEREAS, the Constitution and laws of the State of Washington provide that the question of whether such Bonds may be issued and sold for such purposes and taxes levied to pay such Bonds must be submitted to the qualified electors of the City for their ratification or rejection;

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

Section 1. Findings. The Council hereby finds that the best interests of the residents of the City require the City to construct, develop, equip, upgrade, acquire, and improve the parks and recreation facilities, including the acquisition of park land, as described in the PROS Plan, as it

may be amended from time to time (the “Projects”). The Projects may include, depending on the location, the following:

- Improvements to Brugger’s Bog, Hillwood, Richmond Highlands, Briarcrest Community (Hamlin East), and James Keough Parks, including constructing and/or improving playgrounds, splash-pads, multi-sports courts, walking trails, picnic shelters, off-leash dog areas, and accessible play areas for people of all physical abilities;
- Constructing a new off-leash dog area and play area at Ridgecrest Park;
- Improving the off-leash dog area and making field improvements at Shoreview Park;
- Improving the education center and children’s garden at Kruckeberg Botanic Garden to make it more accessible to people of all abilities, among other improvements;
- Installing public art throughout the City park system;
- Acquiring land and/or making park improvements to expand Paramount Open Space, Brugger’s Bog, and Rotary Park, in addition to other park land acquisitions; and
- Constructing, developing, equipping, upgrading, acquiring and improving other park and recreational facilities in the City park system.

The Projects shall include the acquisition of real property as necessary to locate such facilities. The City shall complete the Projects at the time, in the order and in the manner deemed most necessary and advisable by the Council. Costs of the Projects, which are estimated to be more than \$38,500,000, will be paid from, or refinanced with, proceeds of the Bonds (as defined in Section 2) authorized herein and other available funds of the City.

The cost of all necessary appraisals, negotiation, property acquisition, closing, architectural, engineering, project management, financial, legal and other consulting services, inspection and testing, demolition, administrative and relocation expenses, permitting, mitigation, construction, and other costs incurred in connection with the foregoing capital improvements shall be deemed a part of the capital costs of such Projects. Such Projects shall be complete with all necessary real property, equipment and appurtenances.

The Council shall determine the exact specifications for the Projects, and the components thereof, as well as the timing, order and manner of completing the components of the Projects. The Council may alter, make substitutions to, and amend such components as it determines are in the best interests of the City and consistent with the general descriptions provided herein. The Council shall determine the application of moneys available for the various Projects so as to accomplish, as nearly as may be, all of the Projects.

If the Council shall determine that it has become impractical to design, construct, improve, obtain permits, renovate, acquire, develop, or equip all or any component of the Projects by reason of changed conditions, incompatible development, costs substantially in excess of the amount of Bond proceeds or tax levies estimated to be available, or acquisition by or dependence on a superior governmental authority, the City shall not be required to provide such component or components. If all of the Projects have been constructed or acquired or duly provided for, or found

to be impractical, the City may apply remaining proceeds of the Bonds authorized herein (including earnings thereon) or any portion thereof to other park, recreation and open space capital purposes or to the redemption of the Bonds as the Council, in its discretion, shall determine.

In the event that the proceeds from the sale of the Bonds, plus any other money of the City legally available for such purpose, are insufficient to accomplish all of the Projects, the City shall use the available funds for paying the cost of those portions of the Projects deemed by the Council most necessary and in the best interest of the City.

Section 2. Authorization of Bonds. For the purpose of providing all or a portion of the funds necessary to finance and/or refinance debt previously issued by the City to finance the costs of the Projects, together with incidental costs and costs of issuance of the Bonds, the City shall issue and sell its unlimited tax general obligation bonds in the aggregate principal amount of not to exceed \$38,500,000 (the “Bonds”). The Bonds shall be issued in an amount not exceeding the amount approved by the electors of the City and not exceeding the amount permitted by the Constitution and laws of the State of Washington. The balance, if any, of the cost of the Projects shall be paid out of any other legally available funds. The Bond proceeds (and earnings thereon) shall be used to finance and refinance the costs of the Projects, together with incidental costs and costs related to the sale and issuance of the Bonds, and shall not be used for the replacement of equipment or for a purpose other than a capital purpose.

Section 3. Details of the Bonds. The Bonds provided for in Section 2 hereof shall be issued in such amounts and at such time or times as deemed necessary and advisable by the Council and as permitted by law. The Bonds may be issued in one or more series and shall bear interest payable at a rate or rates authorized by the Council. The Bonds shall mature in such amounts and at such times within a maximum term of 20 years from date of issue of a series, all as authorized by the Council and as provided by law. The Bonds shall be unlimited tax general obligations of the City and, unless paid from other sources, both principal of and interest on the Bonds shall be payable out of annual tax levies to be made upon all the taxable property within the City without limitation as to rate or amount and in excess of any constitutional or statutory tax limitations. The exact date, form, terms, maturities, covenants and manner of sale of the Bonds shall be as hereafter fixed by ordinance or ordinances of the Council.

In anticipation of the issuance of the Bonds, the City has issued and may issue additional short-term obligations as authorized by chapter 39.50 RCW. Such obligations may be paid or refunded with proceeds of the Bonds. The proceeds of the Bonds may also be used to reimburse the City for expenditures previously made for such Projects.

Section 4. Bond Election. It is hereby found that the best interests of the inhabitants of the City require the submission to the qualified electors of the City of a proposition authorizing the City to issue Bonds for the purposes of funding the Projects, at an election to be held on April 27, 2021. The City Council has determined that the excess levy would be eligible for exemptions and deferrals as allowed under RCW 84.36.381. The King County Director of Records and Elections, as *ex officio* supervisor of elections in King County, Washington, is hereby requested to assume jurisdiction of and to call and conduct the election to be held within the City and to submit to the qualified electors of the City the proposition hereinafter set forth. Such election shall be conducted by mail.

The City Clerk is hereby authorized and directed to certify the proposition to the King County Director of Records and Elections (the "Director") in substantially the following form:

CITY OF SHORELINE PROPOSITION NO. 1

**GENERAL OBLIGATION BONDS FOR
PARKS AND RECREATION IMPROVEMENTS**

The City Council of the City of Shoreline adopted Ordinance No. 918 concerning neighborhood park improvements. This proposition authorizes the City to improve and/or construct city parks, including playgrounds, an accessible play area, splash-pads, multi-sports courts, walking and sensory trails, picnic shelters, off-leash dog areas, sports fields and/or other park amenities; install public art; acquire and improve new park land; issue up to \$38,500,000 of general obligation bonds maturing within 20 years to finance and refinance such projects; and levy annual excess property taxes to repay such bonds, as provided in Ordinance No. 918.

Should this proposition be approved?

YES.....

NO

For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) the City Clerk and (b) the City Attorney, as the individuals to whom such notice should be provided. The City Attorney and City Clerk are each authorized individually to approve changes to the ballot title, if any, deemed necessary by the Director.

The City Clerk is authorized to make necessary clerical corrections to this Ordinance including, but not limited to, the correction of scrivener's or clerical errors, references, numbering, section/subsection numbers, and any reference thereto.

The proper City officials are authorized to perform such duties as are necessary or required by law to submit the question of whether the Bonds shall be issued, as provided in this Ordinance, to the electors at the April 27, 2021 election.

Section 5. Voters' Pamphlet. The Council finds and declares it to be in the best interests of the City to have information regarding the aforesaid proposition included in local voters' pamphlets, and authorizes the appropriate costs thereof to be charged to and paid by the City, and further authorizes and directs the City Attorney and City Clerk to provide such information to the Director and to take such other actions as may be necessary or appropriate to that end.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and confirmed.

Section 7. Severability. If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds. All acts taken pursuant to the authority granted in this Ordinance but prior to its effective date are hereby ratified and confirmed.

Section 8. Effective Date. This Ordinance shall take effect and be in force five (5) days from and after its passage, approval, and publication, as required by law. -A summary of this Ordinance, consisting of the title, may be published in lieu of publishing the Ordinance in its entirety.

PASSED BY THE CITY COUNCIL ON JANUARY 25, 2021.

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Pacifica Law Group LLP
Bond Counsel

Date of Publication: _____
Effective Date: _____

CERTIFICATE

I, the undersigned, City Clerk of the City of Shoreline, Washington, and keeper of the records of the City Council, DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. _____ of the City (the "Ordinance"), as finally adopted at a regular meeting of the City Council held on _____, 2021, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, including but not limited to Washington State Governor Inslee's emergency proclamation No. 20-28 issued on March 24, 2020, as amended and supplemented, temporarily suspending portions of the Open Public Meetings Act (chapter 42.30 RCW), and due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been fully fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

Dated this ____ day of _____, 2021.

CITY OF SHORELINE, WASHINGTON

City Clerk