



# AGENDA

## STAFF PRESENTATIONS

## PUBLIC COMMENT

### SHORELINE CITY COUNCIL

### VIRTUAL/ELECTRONIC REGULAR MEETING

Monday, April 12, 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](https://www.shorelinewa.gov)



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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) Proclamation of Volunteer Appreciation Week	<u>2a-1</u>	
3. APPROVAL OF THE AGENDA		
4. REPORT OF THE CITY MANAGER		
5. COUNCIL REPORTS		
6. 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 up.

## 7. CONSENT CALENDAR

- (a) Approval of Minutes of Regular Meeting of March 29, 2021 7a-1
- (b) Approval of Expenses and Payroll as of March 26, 2021 in the Amount of \$2,710,344.69 7b-1
- (c) Adoption of the 2021-2023 City Council Goals and Work Plan 7c-1
- (d) Adoption of the Community Development Block Grant Round Three Funding from the Coronavirus Aid, Relief, and Economic Security Act and Authorizing the City Manager to Execute Contracts to Implement Approved Programs and Projects 7d-1
- (e) Authorize the City Manager to Execute an Agreement with David Evans and Associates for Wastewater Engineering Services in the amount of \$2,273,700 7e-1
- (f) Authorize the City Manager to Execute a Ridgcrest Park Property Exchange and Mitigation Agreement with Sound Transit 7f-1

## 8. ACTION ITEMS

- (a) Action on Ordinance No. 928 – Repealing Ordinance No. 780, SMC Chapter 13.05 Wastewater Utility, and Replacing it With a New SMC Chapter 13.05 8a-1 7:20
- (b) Action on Resolution No. 474 - Repealing Resolution No. 417 Regarding Wastewater Financial Policies 8b-1 7:30

## 9. STUDY ITEMS

- (a) Discussion of Ordinance No. 929 - Amending Certain Sections of the Shoreline Municipal Code (SMC) Title 20, Including Establishing a New Section, SMC 20.40.355, Setting Forth Regulations for Enhanced Shelters in the Mixed Business Zone, and Replacing Interim Regulations 9a-1 7:40
- (b) Discussion of Ordinance No. 922 - 2021-2022 Biennial Budget Amendment - Amending Ord. No. 903 for Uncompleted 2019-2020 Operating and Capital Projects by Increasing Appropriations in Certain Funds (2020-to-2021 Carryover) 9b-1 8:20
- (c) Discussion of Ordinance No. 923 - 2021-2022 Biennial Budget Amendment – Amending Ord. No. 922 by Increasing Appropriations in Certain Funds (2021-2022 Biennial Budget Amendment) 9c-1 8:40

## 10. ADJOURNMENT

9:00

*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](http://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

<b>AGENDA TITLE:</b>	Proclamation of 2021 National Volunteer Week		
<b>DEPARTMENT:</b>	Community Services Division		
<b>PRESENTED BY:</b>	Constance Perenyi, Volunteer Management Programs Coordinator		
<b>ACTION:</b>	<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

**PROBLEM/ISSUE STATEMENT:**

This proclamation recognizes April 18 through 24, 2021 as National Volunteer Appreciation Week in Shoreline and across the nation.

Ordinarily, the City recognizes volunteers in Shoreline for the work they do together in organized efforts to maintain parks and trails, share produce grown in community gardens, and continue training in emergency management. In 2020, the City of Shoreline carefully followed Health Department and Public Health COVID-19 guidance. Most of the City's regular volunteer activities were suspended to keep our community safe.

However, Shoreline residents took up the challenge and found new ways to support their community. Community Emergency Response Team (CERT) members delivered food and welcomed unsheltered people to use the showers at the Spartan Recreation Center. Neighborhood associations took advantage of a grant opportunity to support their most vulnerable neighbors with safely delivered meals or with coupons to use at the Shoreline Farmers Market.

The City will never be able to count all the hours residents volunteered to sew masks, stocked food pantries, and checked on their neighbors, among many other support efforts this past year. And while we can't point to numbers, or even acknowledge every person who stepped up during this time of crisis, we know that 2020 statistics would top the charts in terms of volunteer time.

At the end of the summer of 2020, staff invited residents to submit gratitude nominations for people who had made a difference. To recognize even more unsung heroes during National Volunteer Week, we will again ask residents to tell us about the local volunteers who have helped them get through this last year. Those recognitions will be posted throughout April on the City's website.

**RECOMMENDATION**

Staff recommends that the Mayor present the proclamation.

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



## PROCLAMATION

WHEREAS, April 18 – 24 is Volunteer Week across the country; and

WHEREAS, most of the regular volunteer activities over the past 12 months in the City of Shoreline were suspended because of the COVID-19 pandemic; and

WHEREAS, in the last year, residents of the City of Shoreline stepped up to respond to the needs of the community with countless numbers of volunteer hours and donated resources to help keep their neighbors safe and fed; and

WHEREAS, through their many and varied efforts, volunteers made a significant difference in the lives of others in Shoreline during this unprecedented time; and

WHEREAS, City of Shoreline residents will have the opportunity to recognize people who made a difference in their lives this last year by submitting names to be posted on the City website throughout the month of April;

NOW, THEREFORE, I, Will Hall, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim the week of April 18 through April 24, 2021 as

## VOLUNTEER WEEK

in the City of Shoreline and encourage all residents to continue their good work supporting the community, and express appreciation to those who have helped others during the pandemic.

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Will Hall, Mayor

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

Monday, March 29, 2021  
7:00 p.m.

Held Remotely via Zoom

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

ABSENT: None.

1. CALL TO ORDER

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

2. ROLL CALL

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

(a) Proclamation of Cesar Chavez Day

Mayor Hall announced the issuance of the proclamation and shared information on Mr. Chavez's contributions to the labor movement.

Mayor Hall added that he, along with other King County Mayors, has proclaimed April 21, 2021 as Hopelink Day in recognition of all the work the organization does in the community.

3. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

4. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, provided an update on the COVID-19 pandemic and reported on various City meetings, projects and events.

5. COUNCIL REPORTS

Mayor Hall stated that it has been a busy legislative season and shared that staff and the City lobbyist continue to advocate for Shoreline's priorities in Olympia.

Councilmember Roberts said the Puget Sound Regional Council Executive Board approved an Equity Advisory Committee and authorized funding for Phase 1 of the 148<sup>th</sup> Street non-motorized bridge project.

6. PUBLIC COMMENT

David Klein, Shoreline resident, shared his experiences with the permitting process in Shoreline and expressed concerns about the costs in comparison to other cities.

Kathleen Russell, Shoreline resident, spoke on behalf of Save Shoreline Trees regarding Amendment 1 to the Comprehensive Plan Amendment Docket. She asked that it be excluded from the Docket because of the environmental impact additional development would bring if the land was rezoned. She encouraged the City to make efforts to acquire the property as a protected green space.

Bill Turner, Shoreline resident, spoke on behalf of Save Shoreline Trees. He asked for confirmation from the Council that the proposed code amendments submitted by Save Shoreline Trees will be reviewed this year.

Jackie Kurle, Shoreline resident, spoke regarding the Enhanced Shelter and the importance of ongoing oversight and frequent monitoring of their operations.

Marlin Gabbert spoke regarding the proposed Comprehensive Plan Docket Amendment 1 and said there are other areas in the City where this sort of zoning is in place. He stated that based on the zoning regulations, rezoning to R-48' would allow more units with a similar environmental impact. He urged the Council to move this amendment forward for further study and expressed a willingness to consider offers for purchase as parkland or discussions for alternative uses for the property.

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) Approval of Minutes of Special Meeting of March 5 and 6, 2021  
Approval of Minutes of Regular Meeting of March 15, 2021**
- (b) Adoption of Federal Legislative Priorities**
- (c) Adoption of Ordinance No. 926 - Limited Tax General Obligation (LTGO) Bond 2021 – VLF Supported Transportation Improvement Projects**
- (d) Authorize the City Manager to Execute an Amendment to the Professional Services Agreement with KPFF Consulting Engineers in the Amount of \$2,147,473 for Final Design of the 148th Street Non-Motorized Bridge Project**

**(e) Approval of Property Tax Exemption Program Contract for the Shoreline Multifamily, LLC Project Located at 18815 Aurora Avenue N**

**(f) Approval of Property Tax Exemption Program Contract for the Quinn by Vintage Project Located at 20057 Ballinger Way NE**

8. ACTION ITEMS

(a) Public Hearing and Discussion on the Community Development Block Grant Round Three Funding from the Coronavirus Aid, Relief, and Economic Security Act

Bethany Wolbrecht-Dunn, Community Services Manager, delivered the staff presentation. Ms. Wolbrecht-Dunn reviewed specifics as to how the City takes action to determine allocation of the Community Development Block Grant (CDBG) funds and said additional funding has been made available through the CARES Act, to be used in response to the COVID-19 pandemic. She shared the regulation changes associated with this funding and reviewed the funding made available in Rounds One and Two, adding that Round Three uses a different formula for allocations.

Ms. Wolbrecht-Dunn described the focused areas of City's request for proposals and said five applications, from four agencies, were received. There is a total of \$322,398 in CDBG funds available and listed the allocations recommended by staff for the Hopelink rent assistance program, the Center for Human Services (CHS) Behavioral Health programs, Lake City Partners (LCP) rent assistance program, and King County's administrative costs. She emphasized that the funding allocated to the rent assistance programs would be completely directed to rent assistance, not administration, and shared the recommended changes should King County's administrative percentages need to be adjusted.

**Mayor Hall opened the Public Hearing. Seeing no one wishing to testify, Mayor Hall closed the Public Hearing.**

Councilmember Chang confirmed that the funding allocated for housing will go to Shoreline residents, and that those experiencing homelessness in Shoreline would qualify. Ms. Wolbrecht-Dunn shared details of how the funding could be used. Deputy Mayor Scully asked if the LCP rent assistance predominately goes to those unhoused, or also to people on the brink of losing housing and expressed his preference that the majority of funding go to the unhoused without overlooking those on the edge of homelessness. Ms. Wolbrecht-Dunn replied that the request, and related staff recommendation, is that this funding go to the precariously housed or unhoused. She explained that the Round One funding provided to Hopelink was dedicated to rent assistance. She added that there is additional rent assistance money from King County through the American Rescue Plan and said the City is encouraging people to get registered for this opportunity.

Deputy Mayor Scully voiced appreciation for the money being allocated towards behavioral health, as it benefits both to the person receiving services and the people around them. Councilmember Roberts said that as funding becomes available through the American Rescue Plan Act he hopes there will be a fuller application process and Council discussion on how funding is allocated. Mayor Hall agreed with this suggestion.

It was agreed that the Community Development Block Grant Round Three Funding would return as a Consent Item.

(a) Action on the 2021 Comprehensive Plan Amendment Docket

Steve Szafran, Senior Planner, delivered the staff presentation. Mr. Szafran reviewed the purpose and process of the Comprehensive Plan Amendment Docket and said two amendments have been proposed for inclusion on the Final Docket for further study. Amendment 1 would change the Land Use Map from Public Facilities to High Density Residential for a specific parcel and change the zoning from R-18 to R-48. He shared the amendatory language to exclude the Amendment from the Docket and reviewed the Council-identified considerations. Amendment 2 is a proposal to change the Land Use Designation of the King County Metro Park and Ride on 192<sup>nd</sup> and Aurora from Public Facility to Mixed-Use . It would additionally amend the zoning of a portion of the site from R-18 to Mixed-Business to zone the entire site Mixed Business, allowing greater development potential of the Park and Ride. He displayed the amendatory language to include this amendment on the Docket and concluded that staff recommends including both Amendments on the Final Docket.

**Councilmember Roberts moved to approve the 2021 Comprehensive Plan Amendment Docket. The motion was seconded by Councilmember McGlashan.**

**Councilmember Roberts moved to amend the Final 2021 Comprehensive Plan Amendment Docket to include Amendment 2. The motion was seconded by Councilmember Chang.**

Councilmember Roberts said it is very likely that this parcel will be considered for redevelopment and the current Land Use Designation does not work for the site. Deputy Mayor Scully confirmed that even independent of Amendment 1, staff would recommend adding Amendment 2 to the Docket.

**The motion was unanimously approved, 7-0.**

**Councilmember Robertson moved to modify the Planning Commission's recommendation to exclude Amendment 1 from the Final 2021 Comprehensive Plan Amendment Docket. The motion was seconded by Councilmember Roberts.**

Deputy Mayor Scully and Councilmembers Chang, McConnell, and Robertson expressed support for excluding Amendment 1.

Councilmember Robertson said based on earlier discussion and information provided, her decision comes down to the fact that more intense usage and density is not her vision for this



parcel. She recognized the expenses incurred by the developer on this and said it affirms her desire to study the Corridor's zoning prior to development starting. Councilmember Chang echoed Councilmember Robertson's comments and referenced the development standards comparison chart provided in the staff report, confirming that based on coverage requirements, more trees could potentially be removed in an R-48 zone.

Councilmember McConnell commented that this property was purchased at R-18 zoning, and there is always the risk that a request to rezone may not be approved. She said it is a steep slope and this rezone is not needed in the City.

Councilmember Roberts said he supports taking a broad look at the City's Comprehensive Plan, especially along the corridors, to make sure they make sense and are consistent. He added that this work should be done while keeping in mind the distinct topographies and reasons for usage in the area. He said in this instance, there is value in keeping the use low intensity.

Councilmember McGlashan reminded the Council that adding the amendment to the Docket would allow further study prior to decision making. He said the similarities seen in the comparison of the R-18 and R-48 zones helped influence his opinion that it is worthy of further study.

Deputy Mayor Scully said that while he normally supports further study, since most Councilmembers have already said they will not support the amendment he does not want to require additional output of time and money from the applicant or residents. He said the slope and the impact to the neighboring R-6 properties concerns him and he would not vote for it if it were to be added to the Docket.

Mayor Hall weighed the pros and cons of rezoning the parcel and said transition standards can mitigate some problems. He spoke to the regional housing crisis, observing that the region is growing more rapidly than anyone in Shoreline seems to want, and rapid growth is driving up housing prices, which is forcing people to live farther from where they work. He noted that the Comprehensive Plan and zoning is not designed to limit growth, but to guide it, and it makes sense to have growth along the Aurora Corridor. In considering the option of further study, he said it is important to get the best information possible in making decisions. He referenced the public comment received and said he would be fine moving this forward for study because of its proximity to the Aurora Corridor. He reiterated that the amount of money spent in making a legislative change is completely up to the applicant, and there is no guarantee on a particular outcome.

**The motion passed 5-2, with Mayor Hall and Councilmember McGlashan dissenting.**

**The motion to approve the Final 2021 Comprehensive Plan Amendment Docket with Amendment 2 and without Amendment 1 passed 6-1, with Councilmember McGlashan dissenting.**

9. STUDY ITEMS

- (a) Discussion of Ordinance No. 928 – Repealing Ordinance No. 780 and Resolution No. 474 – Repealing Resolution No. 417 to Provide for a New Shoreline Municipal Code Chapter 13.05 and Wastewater Financial Policies

Randy Witt, Public Works Director, delivered the staff presentation. Mr. Witt shared background on the assumption of the Ronald Wastewater District (RWD) and stated that it required that the City develop a Municipal Code chapter to own and operate the new wastewater utility. He reviewed the steps taken to do this and listed the portions that would become effective when the assumption was complete. He said as the assumption date approached, staff reviewed the previously adopted wastewater regulations and policies with the goal of aligning them with updates in codes and regulations, and recent City policy changes. Mr. Witt shared highlights of Ordinance No. 928, repealing Ordinance No. 780, and described the organization of the Shoreline Municipal Code (SMC), including cross-referencing applicable code provisions along with the Engineering Development Manual. He explained that Resolution No. 474 repeals Resolution No. 417, allowing the Administrative Services Director to exercise the rule-making authority consistent with Ordinance No. 928 under the proposed SMC Chapter 13.05.090 and said the effective date of both pieces of legislation is April 30, 2021, the date of formal assumption of RWD.

Councilmember Roberts complimented the work done to integrate the Wastewater Utility into City and said it is nice to see final pieces coming together, and Mayor Hall echoed his sentiments and added that there are plans in place to recognize the Commissioners for their service.

Councilmember Roberts pointed out that the SMC does not indicate authorization of late fees or give authority to waive them in case of emergency and asked if it should be in the code. Mr. Witt said that information is in the Financial Policies. Councilmember Roberts said he would like to see this information in the SMC instead of in the policy. Ms. Tarry said staff would follow up on that and Mayor Hall asked for that to be done by their April 12 meeting.

Councilmember Chang asked if there is any discussion of build over agreements in some other part of the Code, and Mr. Witt said details are in the Engineering Development Manual.

Mayor Hall asked Councilmember Roberts if he would be comfortable moving forward on April 12, even if late fees have to be addressed later. Councilmember Roberts agreed, but asked that it return as an Action, not Consent, item.

- (b) Discussion of 2021-2023 Council Goals and Action Steps

John Norris, Assistant City Manager, delivered the staff presentation. Mr. Norris reviewed the process toward identifying the proposed 2021-2023 Council Goals, which continue to focus on achieving Vision 2029 and being a sustainable City. He said at the Strategic Planning Workshop it was determined that the Goals are still relevant, but there is a proposal to amend Council Goal 4 to emphasize social justice and the work toward becoming an anti-racist community.

Additionally, Council had directed staff to add three action steps, and Mr. Norris described each one. Mr. Norris displayed the proposed 2021-2023 Goals, including the updated Goal 4.

Councilmember Roberts asked if there was an answer to Mr. Turner's question regarding Tree Code. Mr. Norris replied that the tree regulations discussed at the Strategic Planning Workshop were proposed to be included with the Batch of Development Code Amendments, which will come back near the end of year; and added that the Council also discussed looking at separate tree retention requirements in certain zones which will return to Council in the future.

Deputy Mayor Scully said he is looking forward to taking action on establishing what services are currently provided by Police or other agencies and exploring better methods for delivery of services. He is delighted with the update to the language in Goal 4.

Councilmember Chang wondered if Goal 5 should call out working with County and state legislators. Mr. Norris said outreach to partners would be inherent in the work but could be called out if Council wishes. It was pointed out that there needs to be community conversations before work begins with the King County Sheriff's Office on law enforcement policies, and there was recognition on the work done in partnership with the County on the RADAR program.

Mayor Hall reflected on the good discussion that occurred at the Strategic Planning Workshop. He said that the planned work toward amending MUR-70 development code regulations will promote the City's Vision. He emphasized the importance of legislating with clarity to avoid problems, noting that the Development Agreement process creates tremendous uncertainty and he would prefer to allow development in the MUR-70 zone through regulations that are clear about priorities, expectations, and requirements.

It was agreed that the 2021-2023 Council Goals and Action Steps would return as a Consent item.

10. ADJOURNMENT

At 8:25 p.m., Mayor Hall declared the meeting adjourned.

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Jessica Simulcik Smith, City Clerk

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

<b>AGENDA TITLE:</b>	Approval of Expenses and Payroll as of March 26, 2021
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Sara S. Lane, Administrative Services Director

**EXECUTIVE / COUNCIL SUMMARY**

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

**RECOMMENDATION**

Motion: I move to approve Payroll and Claims in the amount of \$2,710,344.69 specified in the following detail:

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
02/21/21-03/06/21	3/12/2021	95872-96079	17238-17245	82013-82018	\$727,126.90
					<u>\$727,126.90</u>

**\*Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
3/24/2021	1174	\$622,808.78
3/24/2021	1175	\$1,282.02
		<u>\$624,090.80</u>

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
3/10/2021	81918	81945	\$277,323.88
3/10/2021	81946	81947	\$774.84
3/10/2021	81948	81954	\$8,087.35
3/10/2021	81955	81981	\$483,325.48

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
3/10/2021	81560	81560	(\$204.00)
3/10/2021	81982	81982	\$204.00
3/17/2021	81983	81993	\$160,362.30
3/17/2021	81994	81998	\$64,563.28
3/17/2021	81999	82011	\$49,222.15
3/17/2021	78591	78591	(\$1,149.88)
3/17/2021	82012	82012	\$1,149.88
3/21/2021	82019	82019	\$406.88
3/21/2021	82020	82021	\$45,543.44
3/23/2021	82022	82039	\$123,698.18
3/23/2021	82040	82057	\$123,968.44
3/23/2021	82058	82068	\$21,850.77
			<u>\$1,359,126.99</u>

Approved By: City Manager **DT**

City Attorney **MK**

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

<b>AGENDA TITLE:</b>	Adopting the 2021-2023 City Council Goals and Work Plan		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>PRESENTED BY:</b>	John Norris, Assistant City Manager		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

At the City Council's annual Strategic Planning Workshop, which was held March 5 and 6, 2021, the Council discussed their proposed 2021-2023 Council Goals and Work Plan. The Council Goals continue to focus on achievement of Vision 2029 and being a sustainable city in all respects.

As noted in Attachment A, the proposed 2021-2023 City Council Goals are below. Four of these five Goals are a continuation of the same Goals from the 2020-2022 Work Plan. The one Council Goal that is proposed for amendment is Council Goal #4. The changes to that Goal are show in strikethrough/underline amendment format below:

1. Strengthen Shoreline's economic climate and opportunities;
2. Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment;
3. Continue preparation for regional mass transit in Shoreline;
4. Expand the City's focus on equity and social justice inclusion and work to become an Anti-Racist community ~~enhance opportunities for community engagement~~; and
5. Promote and enhance the City's safe community and neighborhood programs and initiatives.

In addition to the Council Goals themselves, the Council also reviewed the Action Steps, or sub-goals, that implement the five Council Goals at their Strategic Planning Workshop. Attachment A to this staff report provides the proposed 2021-2023 Council Goals and Work Plan, which include the proposed Action Steps under each goal.

The City Council discussed the proposed Council Goals and Work Plan at their March 29, 2021 City Council meeting. At this meeting, the Council supported the proposed Work Plan and requested that this item return to Council on April 12<sup>th</sup> for Council action. The staff report for the March 29, 2021 Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2021/staffreport032921-9b.pdf>.

Tonight, Council is scheduled to take action on the proposed 2021-2023 Council Goals and Action Steps.

**RESOURCE/FINANCIAL IMPACT:**

Resources needed to accomplish the Council's Goals and Work Plan are included in the 2021-2022 biennial budget and may also be included in the proposed 2023-2024 biennial budget.

**RECOMMENDATION**

Staff recommends that the City Council move to adopt the 2021-2023 Council Goals and Work plan.

**ATTACHMENTS:**

Attachment A – Proposed 2021-2023 City Council Goals and Work Plan

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

# 2021-2023 City Council Goals and Work Plan

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The Council is committed to fulfilling the community's long-term vision – Vision 2029 – and being a sustainable city in all respects:

- Sustainable neighborhoods—ensuring they are safe and attractive;
- Sustainable environment—preserving our environmental assets and enhancing our built environment so that it protects our natural resources;
- Sustainable services—supporting quality services, facilities and infrastructure; and
- Sustainable finances—responsible stewardship of fiscal resources to achieve the neighborhoods, environment and services desired by the community.

The City Council holds an annual Strategic Planning Workshop to monitor progress and determine priorities and action steps necessary to advance Vision 2029. This workplan, which is aimed at improving the City's ability to fulfill the community's vision, is then reflected in department work plans, the City's budget, capital improvement plan, and through special initiatives.

## **Goal 1: Strengthen Shoreline's economic climate and opportunities**

Robust private investment and economic opportunities help achieve Council Goals by enhancing the local economy, providing jobs and housing choices, and supporting the public services and lifestyle amenities that the community desires and expects.

### **ACTION STEPS:**

1. Conduct a review of development that has occurred in the 145<sup>th</sup> Station Area; identify City policies and regulations that may need to be revised in order to realize the City's vision of mixed-use, environmentally sustainable, and equitable neighborhoods within the MUR zones
2. Amend the development regulations for MUR-70 to increase the likelihood of realizing the vision for transit oriented development in the station areas, including affordable housing, transit-supportive densities, and vibrant, walkable communities
3. Implement the Community Renewal Plan for Shoreline Place including completion of the intersection improvements at N 155<sup>th</sup> Street and Westminster Way N, the adoption and implementation of revised signage requirements, and the processing of Phase 1 and 2 permits
4. Continue to implement development review and permitting best practices, including the expansion of the City's online permit capabilities and the development of permit turn-around time targets, so that permit applicants experience predictable, timely, accessible and responsive permitting services
5. Enhance business retention and expansion efforts by building relationships and identifying regulatory challenges, especially in the post-pandemic environment
6. Facilitate collaboration with and between members of the business community to support new businesses and identify strategies to support these businesses
7. Implement programs to support the community with funding from the Federal American Rescue Plan Act, Coronavirus Local Fiscal Recovery Fund
8. Adopt the Housing Action Plan to help plan for additional housing choices, associated policies and regulatory modifications
9. Participate in the State's Master Plan process for the Fircrest Campus and advocate for uses compatible with the City's vision for underutilized properties
10. Monitor the outcomes of the ground floor commercial requirements in the North City and Ridgecrest neighborhoods. Use lessons learned from this early adoption area to model future development regulations for the first floor of multi-family developments
11. Pursue renewal of the City's Levy Lid Lift that expires at end of 2022 to ensure the ability to deliver critical public services to the Shoreline community
12. Support King County Metro's evaluation of the 192<sup>nd</sup> Park and Ride as a potential location for expanded transit operations and transit-oriented-development



## **Goal 2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment**

The City has identified needed improvements to strengthen its municipal infrastructure to maintain public services the community expects through adoption of the Comprehensive Plan, Surface Water Master Plan, Transportation Master Plan and Parks, Recreation and Open Space Plan. As capital improvements are made, it is important to include efforts that will enhance Shoreline's natural environment, ultimately having a positive impact on the Puget Sound region.

### **ACTION STEPS:**

1. Implement the Sidewalk Rehabilitation and Sidewalk Construction Programs
2. Continue to Implement the Parks, Recreation, and Open Space Plan, including implementation of the 2021 Park Bond if approved by voters
3. Continue to explore strategies for replacement of the Shoreline Pool and Spartan Recreation Center
4. Continue to implement the Urban Forest Strategic Plan, including the Green Shoreline Partnership
5. Continue to implement the 2020-2022 Priority Environmental Strategies including implementation of Salmon-Safe certification activities, resource conservation and zero waste activities, and an update of the City's Climate Action Plan
6. Implement Phase One of the City Maintenance Facility project, which includes construction of maintenance facilities at the Brightwater property and preliminary design of the Hamlin and North Maintenance facilities
7. Continue implementing the proactive strategy of the adopted 2017-2022 Surface Water Master Plan
8. Update the Transportation Master Plan, including evaluating a multi-modal level of service, concurrency and shared use mobility options
9. Begin the state mandated major update of the Comprehensive Plan once the King County Countywide Planning Policies have been finalized
10. Design the N 175th Street Corridor Project from Interstate-5 to Stone Avenue N
11. Update the Public Arts Policy and initiate public process for update of the Public Art Plan

## **Goal 3: Continue preparation for regional mass transit in Shoreline**

Our community looks forward to increasing mobility options and reducing environmental impacts through public transit services. The ST2 light rail extension from Northgate to Lynnwood includes investment in the Shoreline North/185<sup>th</sup> Street Station and the Shoreline South/148<sup>th</sup> Street Station, which are planned to open in 2024. The ST3 package includes funding for corridor improvements and Bus Rapid Transit service along State Route 523 (N 145<sup>th</sup> Street) from Bothell Way connecting to the Shoreline South/148<sup>th</sup> Street Station. Engaging our community members and regional transit partners in plans to integrate local transit options into the future light rail service continues to be an important Council priority.

### **ACTION STEPS:**

1. Work with regional and federal partners to fund, design, and construct the 145<sup>th</sup> Street Corridor and Interstate-5 interchange improvements
2. Support Sound Transit's 145<sup>th</sup> Street improvements from Highway 522 to Interstate-5 as part of ST3
3. Work collaboratively with Sound Transit on the Lynnwood Link Extension Project, including coordination of project construction, inspection and ongoing permitting
4. Coordinate with developers and seek partnerships and funding for implementation of the 185<sup>th</sup> Street Corridor Strategy
5. Coordinate with developers and seek partnerships and funding to realize the vision of the 148<sup>th</sup>/Shoreline South Light Rail Station Area vision
6. Create non-motorized connections to the light rail stations and provide for multiple transportation

options in and between the Station subareas by continuing to coordinate design elements of the Trail Along the Rail

7. Complete 90 percent design of the 148<sup>th</sup> Street Non-Motorized Bridge and work with regional and federal partners to fully fund the project
8. Collaborate with regional transit providers to implement long range regional transit plans including Sound Transit's ST3 Plan, King County Metro's Metro Connects Long Range Plan, and Community Transit's Blue Line and Long-Range Plan

#### **Goal 4: Expand the City's focus on equity and social justice and work to become an Anti-Racist community**

The Council values all residents, is committed to building an anti-racist community, and believes the City has a responsibility to ensure that Shoreline is an inviting, equitable and safe community for all. In order to meet the needs of all community members, the City must provide meaningful community engagement so that all people have access to needed services, information, and resources and can provide input on the development and implementation of City policies and programs.

##### **ACTION STEPS:**

1. Continue implementing the City's Equity and Social Justice Program with an increased focus on anti-racism described in City Council Resolution No. 467, including identifying and implementing ongoing equity and anti-racism training for City staff, Council, boards and commissions and assessing internal opportunities for change
2. Develop resources and training to assist staff in understanding meaningful community engagement practices and approaches
3. Offer Community Bridge as an opportunity to engage diverse residents and meet community identified goals
4. Ensure all Shoreline residents have access to and benefit from the City's programs, parks, facilities and activities
5. Continue building relationships that support community policing

#### **Goal 5: Promote and enhance the City's safe community and neighborhood programs and initiatives**

Maintaining a safe community is the City's highest priority. The 2020 Resident Satisfaction Survey reflected that 94% of respondents felt safe in their neighborhood during the day and 81% had an overall feeling of safety in Shoreline. The City is continuing a concentrated work plan to enhance our public safety communication and crime prevention efforts to ensure that our residents and businesses continue to find Shoreline a safe place to live, work and play. The Council recognizes that supporting stronger community connections and making it possible for residents to meet their needs are critical elements of a safe and thriving community.

##### **ACTION STEPS:**

1. Use data driven policing to address crime trends and quality of life concerns in a timely manner
2. Continue to coordinate the Shoreline Police-Community Response Operations Team to implement solutions related to public safety, code enforcement and homelessness response
3. Engage in community conversations that will inform changes in law enforcement policy and community safety in Shoreline
4. Support efforts to improve public safety by incorporating best practices and model policies for use of force, de-escalation training and police accountability
5. Support the effective and efficient delivery of public safety services by maximizing the North Sound RADAR (Response Awareness, De-escalation and Referral) service delivery model; explore opportunities using an alternative-responder model similar to CAHOOTS (Crisis Assistance Helping Out on the Streets) through the North Sound cities partnership; and collaborate with King County District Court and other criminal justice service partners to address the inequitable treatment of low-

income misdemeanor defendants through options such as a warrant release program, a relicensing program, and other efforts to lower Court Failure to Appear rates

6. Continue partnerships between Community Services, Parks, Economic Development and Police on Problem Solving Projects and crime prevention to improve safety and the feeling of safety
7. Continue addressing traffic issues and concerns in school zones and neighborhoods using the City's speed differential map and resident traffic complaints
8. Conduct trainings and community programs to promote personal safety, awareness and response
9. Continue to support the North King County Enhanced Shelter serving homeless adults in North King County through partnership and agreement with King County, Lake City Partners and the community
10. Actively monitor developments related to the King County Regional Homelessness Authority with a particular focus on actions and resources related to sub-regional planning efforts
11. Continue the Love Your Community mini-grant program to expand the City's community building efforts beyond established neighborhood associations

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

<b>AGENDA TITLE:</b>	Adopting the Community Development Block Grant Round Three Funding from the Coronavirus Aid, Relief, and Economic Security Act and Authorizing the City Manager to Execute Contracts to Implement Approved Programs and Projects
<b>DEPARTMENT:</b>	Community Services Division
<b>PRESENTED BY:</b>	Bethany Wolbrecht-Dunn, Community Services Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

On March 27, 2020, the federal government passed the Coronavirus Relief and Economic Security (CARES) Act, which contained provisions across many federal agencies and programs to assist in health services, human services and provided direct financial assistance to individuals and households related to the COVID-19 emergency. As part of this assistance, the CARES Act allocated \$5 billion for the US Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. These funds are now referred to as CDBG-CV and have been allocated in separate "Rounds" by HUD.

The initial \$2 billion was allocated to entitlement communities, including the City of Shoreline, using the same formula used for annual CDBG allocations. In May 2020, the City Council approved the allocation of \$190,338 of CDBG-CV Round 1 funds. After a 2% set aside for King County program administration, the remainder was allocated to Hopelink for rent assistance. CDBG-CV Round 2 funds were provided only to states and insular areas. Round 3 allocations were announced by HUD in late 2020, with Shoreline receiving \$322,398. While the City allocated CDBG-CV Round 1 funds directly to a program, staff felt it was more appropriate to proceed with a request for proposals for the Round 3 funding.

On March 29, 2021, the City Council held a public hearing and reviewed the staff recommendation for the CDBG-CV Round 3 funding plan, totaling \$322,398. The proposed funding plan, which includes some funding for program administration for King County, would fund Hopelink (\$137,771), the Center for Human Services (\$78,179) and Lake City Partners (\$100,000). The Council was unanimously in support of the staff recommendation and directed this item to be brought forward for action at tonight's Council meeting.

**FINANCIAL IMPACT:**

The CARES Act allocated \$322,398 in CDBG-CV Round 3 funds for the City of Shoreline. King County, who manages planning and administration of the funds with HUD on behalf of Shoreline, is estimated to retain \$6,448 (2%); providing a total of \$315,950 to allocate to eligible programs.

## **RECOMMENDATION**

Staff recommends that the City Council move to adopt the proposed use of CDBG-CV Round 3 funding and authorize the City Manager to execute agreements with Hopelink, the Center for Human Services and Lake City Partners for their applicable funded programs.

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

## **BACKGROUND**

The Federal Community Development Block Grant (CDBG) Program is one of the most enduring programs providing federal support to local jurisdictions. The primary objective of the CDBG program is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. As a CDBG entitlement community, Shoreline receives an annual allocation of CDBG funds. The City has an Interlocal Agreement with King County for the administration and management of the City's CDBG grant.

Due to the COVID-19 emergency, the federal government has taken several steps to respond to the crisis – one being the passage of the Coronavirus Relief and Economic Security (CARES) Act on March 27, 2020. The CARES Act has provided an additional \$5 billion in CDBG funds, which are now referred to as CDBG-CV and have been allocated in separate "Rounds" by HUD.

The initial \$2 billion of CDBG-CV funds was allocated to entitlement communities, including the City of Shoreline, using the same formula used for annual CDBG allocations. In May 2020, the City Council approved the allocation of \$190,338 of CDBG-CV Round 1 funds. After a 2% set aside for King County program administration, the remainder was allocated to Hopelink for rent assistance. Funding for the Lake City Partner Hotel Voucher program was also included in the Council recommendation. However, the approved plan also indicated that if other grant funding from the Federal Emergency Management Agency (FEMA) was available for the Hotel Voucher program, then that funding would be made available to Hopelink. Reimbursement from FEMA for the Hotel Voucher Program is included in a FEMA reimbursement, so all CDBG-CV funds were then allocated to Hopelink.

Of the \$3 billion remaining at the federal level for CDBG-CV funding from the CARES Act, \$1 billion is being provided directly to state and insular areas. The remaining \$2 billion is being provided to states and local governments based on a new formula developed by HUD that prioritized certain data and demographics related to the pandemic.

## **DISCUSSION**

Shoreline's entitlement of this final round of CDBG-CV funding from the CARES Act is \$322,398. As the CARES Act removes the 15% maximum limit on the use of CDBG-CV funds for human services, staff is proposing to use the entire \$315,950 remaining after King County planning and administration costs (\$6,448; 2% of total award) to support COVID-19 response assistance in the community.

### **Request for Proposals for CDBG-CV Round 3 Funds**

Given the large amount of CDBG-CV funding available and the known needs to respond to the COVID-19 emergency, staff developed a request for proposals and invited agencies to apply. Agencies had approximately three weeks to complete the application, and staff received five applications from four agencies, totaling \$606,179 in requests.

Agency	Project Name	Project Description	Request
Hopelink	Financial Assistance	Assist approximately 50 households with up to \$3000 for rent assistance over 6 months.	\$150,000
YMCA	Backpack Meals	Provide meals to 150 King County Housing Authority households.	\$78,000
YMCA	Rental Assistance	Rental assistance for up to 6 months for 17 households.	\$150,000
Center for Human Services	Mental Health Case Management	Assist approximately 50 clients with 750 hours of case management.	\$78,179
Lake City Partners	Homeless Rent Assistance	Provide rent assistance to 50 residents.	\$150,000
<b>Total</b>			<b>\$606,179</b>

### **Proposed Funding Plan**

Upon reviewing and evaluating these five proposals received, staff is proposing the following funding plan for this CDBG-CV funding:

- ***Hopelink – Rent Assistance - \$137,771***  
This program will provide rental assistance on behalf of an individual or family in response to the COVID-19 emergency.
- ***Center for Human Services – Mental Health Case Management - \$78,179***  
This program will respond to the increased need for mental health services related to COVID-19.
- ***Lake City Partners – Rent Assistance – \$100,000***  
Rent and housing assistance will be provided on behalf of an individual or family in response to the COVID-19 emergency.

As staff does not know the exact percentage that King County will reserve for program administration, if any changes to the program funding levels are needed, it is recommended that the first \$5,000 in program funding reductions come from Hopelink and the second \$5,000 in program funding reduction come from Lake City Partners. Any increases in program funding amounts will be allocated to Hopelink.

### **Public Hearing and Council Direction**

On March 29, 2021, the City Council held a public hearing and reviewed the staff recommendation for the CDBG-CV Round 3 funding plan. The Council was unanimously in support of the staff recommendation and directed this item to be brought forward for action at tonight's Council meeting. The staff report for the March 29<sup>th</sup> public hearing can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2021/staffreport032921-8a.pdf>.

### **FINANCIAL IMPACT**

The CARES Act allocated \$322,398 in CDBG-CV Round 3 funds for the City of Shoreline. King County, who manages planning and administration of the funds with HUD on behalf of Shoreline, is estimated to retain \$6,448 (2%); providing a total of \$315,950 to allocate to eligible programs.

## **RECOMMENDATION**

Staff recommends that the City Council move to adopt the proposed use of CDBG-CV Round 3 funding and authorize the City Manager to execute agreements with Hopelink, the Center for Human Services and Lake City Partners for their applicable funded programs.



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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute an Agreement for Wastewater Engineering Services with David Evans and Associates in the Amount of \$2,273,700
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Randy Witt, Director of Public Works
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The assumption of the Ronald Wastewater District (RWD) requires that the City assume engineering duties that RWD currently performs. RWD has long contracted with David Evans and Associates (DEA) (previously as CHS Engineers prior to their acquisition by DEA) to act as the "District Engineer" for the District. In this role, DEA has unique knowledge of the District's system, engineering practices and ongoing projects.

Staff have negotiated an agreement in an amount of \$2,273,000 for wastewater engineering services with DEA to continue District Engineer duties while the City develops staff to assume these duties in-house in the future. The agreement addresses operational support and capital projects that are underway or anticipated to start soon. It utilizes task assignments and on-call services to manage the work and will have a two-year term. A management reserve is established to allow additional engineering services to address unanticipated work should it arise. Tonight, staff is seeking Council authorization for the City Manager to enter into this agreement with DEA.

**RESOURCE/FINANCIAL IMPACT:**

With assumption of the RWD, the City developed an amendment to the wastewater budget and CIP to incorporate funds RWD had established in their budget into the City budget. This budget amendment will be discussed in a separate item at this Council meeting. For this agreement, the budget amendment contains sufficient operational and capital funds for the work in the proposed agreement.

A significant portion of the work in this agreement is related to developer extensions where a developer enters into an agreement to add wastewater infrastructure that serves their development. This work is paid for by developers through the fees paid in their developer extension agreement and is not a cost to the wastewater rate payers.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute an agreement with David Evans and Associates for Wastewater Engineering Services in the Amount of \$2,273,700.

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

## **BACKGROUND**

The assumption of the RWD requires that the City assume engineering activities that RWD currently performs. RWD has long contracted with David Evans and Associates (DEA) (previously as CHS Engineers prior to their acquisition by DEA) to act as the "District Engineer" for the District. In this role DEA has unique knowledge of the District's system, engineering practices and ongoing projects.

At assumption there are a variety of projects and activities that are underway and need to continue or are expected to start soon, including but not limited to, developer extensions, capital project planning, design and construction, hydraulic modeling, maintenance and development review support.

## **DISCUSSION**

The City's Public Works Department does not have staff to assume wastewater engineering duties at this time and has determined that contracting with DEA to perform these duties is in the best interest of the City. This is due to DEA's history with the wastewater system and ability to easily continue the projects and activities that are underway. In addition, DEA has the capability to address new issues that may arise in the contract period. During the period of this agreement, the Public Works Department will develop a staffing plan to assume these duties in-house for Council consideration.

The scope and fees in the agreement (Attachment A) are based on the current workplan and approved RWD budget for engineering services. The agreement addresses operational support and capital projects that are underway or anticipated to start soon that are specifically identified as activities RWD has assigned to DEA in the RWD budget or in their general practices where a specific budget item is not identified. With the uncertainty on the level of assistance needed and unforeseen items that may arise, a management reserve has been established in the contract (in addition to the developer extension management reserve discussed below). The agreement utilizes task assignments and on-call services to manage the work and will have a two-year term.

A significant portion of the work in this agreement is related to developer extensions, where a developer enters into an agreement to add wastewater infrastructure that serves their development. This work involves the development and management of the agreement, reviewing plans and construction, and accepting improvements for ownership by the City. With the high level of development occurring in the City, a management reserve has been established for this task to accommodate future developer extensions not included in this agreement. This work is paid for by developers through the fees paid in their developer extension agreement and is not a cost to the wastewater rate payers.

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

This proposed agreement supports City Council Goal 2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship

of the natural environment, and specifically Action Step #14: Complete the assumption of the Ronald Wastewater District in collaboration with the District.

### **RESOURCE/FINANCIAL IMPACT**

With assumption of the RWD, the City developed an amendment to the wastewater budget and CIP to incorporate funds RWD had established in their budget into the City budget. This budget amendment will be discussed in a separate item at this Council meeting. For this agreement, the budget amendment contains sufficient operational and capital funds for the work in the proposed agreement.

A significant portion of the work in this agreement is related to developer extensions where a developer enters into an agreement to add wastewater infrastructure that serves their development. This work is paid for by developers through the fees paid in their developer extension agreement and is not a cost to the wastewater rate payers.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute an agreement with David Evans and Associates for Wastewater Engineering Services in the Amount of \$2,273,700.

### **ATTACHMENTS**

Attachment A - Scope of Work and Budget Summary for DEA Agreement

## EXHIBIT A

City of Shoreline Wastewater Engineering Services  
David Evans and Associates, Inc.

### SCOPE OF SERVICES

The basis for this Scope of Services is the continuation of services as provided by Consultant to Ronald Wastewater District (RWD or District) prior to assumption of the District's system by the City of Shoreline.

This Scope of Services establishes work to be performed by the Consultant in the following tasks (including subtasks as referenced herein or identified in the attached Engineering Services Budget Summary). The tasks identified were previously started by the Consultant under a contract with the District or are anticipated to start in the term of the Agreement. Some tasks are identified to continue to either project completion or completion of a phase, and some tasks are on-call services.

Exhibit A and Agreement Section 2.A may be modified by written amendment to the Agreement to incorporate additional services necessary to complete an included project, to add a project or developer extension project, or to include additional or expanded on-call services.

As described below for Task 4, Management Reserve, additional services may be assigned by the City for completion under Task 4, with mutual written agreement of the scope, schedule and budget for such services to be conducted against this reserve budget amount, without need for an amendment to the Agreement.

As documented in a mutual written agreement, the City may allocate budget remaining in Tasks 1, 2 or 3, or any subtask of such Tasks, for services not yet completed and agreed to be not fully necessary, to completion of any other Task or subtask, without need for amendment of the Agreement, or without need to rely on use of budget from Task 4.

1. **Design, Design Review and Construction Support:** Continue ongoing design, design review and construction support services for developer extension (DE) projects and capital projects in progress. DE and capital projects in progress and their associated construction support services are listed in tables below and the attached Budget Summary.

#### ***1.a. Developer Extension Projects - Design Review and Construction Support Services***

Provide engineering services to review and recommend for acceptance to the City on developer extension plans, perform construction observations, review easement documents, prepare easement documents, and complete DE administrative activities related to easements, bonds, warranties, and DE closeout. The table below indicates

the anticipated work on the developer extension projects in progress and the Budget Summary presents the associated subtask estimated budget. Numbers following the DE name indicate the RWD general ledger (GL) number. Budgets assigned are estimates only. DEA and the City will increase the budget as appropriate if it appears that the budget will be exceeded.

<b>Subtask</b>	<b>Developer Extension Name</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
1a.1	15 <sup>th</sup> Ave Apartments 250-47		X	X	X	X	X	X
1a.2	Alexan 250-49		X	X	X	X	X	X
1a.3	Einstein Middle School 250-52		X	X	X	X	X	X
1a.4	Kellogg Middle School 250-53		X	X	X	X	X	X
1a.5	MGP XII (City/MGP) 250-54		X	X	X	X	X	X
1a.6	Crux Aurora 250-55	X	X	X	X	X	X	X
1a.7	Shoreline 145 <sup>th</sup> 250-56	X	X	X	X	X	X	X
1a.8	Quinn Ballinger 250-57	X	X	X	X	X	X	X
1a.9	Shoreline Assemblage 250-58	X	X	X	X	X	X	X
1a.10	Shea Property 188 <sup>th</sup> Aurora 250-59	X	X	X	X	X	X	X
1a.11	Shoreline Place (Sears Complex) 250-50	X	X	X	X	X	X	X
1a.12	ST Light Rail 2019 <sup>1</sup> 330-89		X	X	X	X	X	X
1a.13	Vail 2 250-60		X	X	X	X	X	X
1a.14	Shea Property Ph.2 188 <sup>th</sup> Aurora 250-62 (pending)	X	X	X	X	X	X	X
1a.15	358 Degrees Westminster 250-63 (pending)	X	X	X	X	X	X	X
1a.16	5 Degrees Townhomes 250-61	X	X	X	X	X	X	X

Construction support services for DEs include the following actions:

- A. Design Review
- B. Construction observation, including observation of testing, preparation of punch list and confirmation of completion of field work.
- C. Review of legal descriptions and preparation of easements
- D. Review of record drawings
- E. Preparation of bill of sale and certification of cost
- F. Preparation of maintenance bond or security document
- G. Warranty period observation, direction for correction of deficiencies and confirmation of completion of such corrections and providing all documentation to the City at closeout.

Services for new or modified developer extension agreements shall be added to the Scope of Services by mutual written agreement as described in the introduction to the

<sup>1</sup> This project is managed in the same manner as a developer extension.

Scope of Services above. A management reserve within this task is established to cover the estimated cost of four to six additional developer extension agreements not included in the scope of this task. The city may allocate funds from one task to another task or allocate this management reserve to a task if insufficient funding remains in the task.

### 1.b. Capital Projects Design and Construction Support Services

Provide engineering services to continue the planning, design and construction support of the capital projects that have started, and the anticipated new capital projects as listed below. The table below indicates the anticipated work on the capital projects in progress and the Budget Summary presents the associated subtask estimated budget.

<b>Sub-task</b>	<b>Capital Project</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
1b.1	LS 4 Force Main Replacement  Status: contract awarded to Harkness Construction in February 2021 with construction anticipated to start in March 2021 under RWD. Scope is for continuing construction support services.		X	X	X	X	X
1b.2	145 <sup>th</sup> Trunk Sewer (GL 330-94)  Status: capital project in Sound Transit construction package with anticipated start in summer 2021. Scope is for construction support services.		X	X	X	X	X
1b.3	LS 12 Controls  Status: in design by DEA and DEA subconsultant RJC ENGINEERING, PLLC with advertisement for bid targeted in late spring 2021. Scope is for development of City bid package and construction support services.	X	X	X	X	X	X
1b.4	Cathodic Protection at LS 1,2,4,5,7,8,9,11&13  Status: in design – design by RWD subconsultant Norton Corrosion with support from DEA, with advertisement targeted for bid late spring 2021. DEA scope is for management of development of a City bid package and construction support services.	X	X	X	X	X	X
1b.5	Seismic retrofit of garage building  Status: predesign report being developed by Reid Middleton as a consultant to RWD, the contract will transfer to the City at assumption. Reid Middleton scheduled to complete in late spring 2021. DEA scope is to manage completion of the predesign report. Upon	X	X	X	X	X	X

	written authorization from the City, future scope authorization may add review of design improvements, bid and construction support services, etc. The subtask estimated budget in the Budget Summary is based on the current understanding of the project.						
1b.6	Corridor CIP 145th, 175th, 185th coordination on sewer related issues.  Status; coordinating and predesign evaluation on 145 <sup>th</sup> 175 <sup>th</sup> and 185 <sup>th</sup> corridors and 145 <sup>th</sup> interchange projects. If the predesign evaluation is ongoing at the start of the Agreement, additional services and a budget adjustment may be necessary. The subtask estimated budget in the Budget Summary is based on a replacement of approximately 1,000 feet of sewer main. If the final project configuration is substantively greater, then a budget adjustment to this task will be necessary. Upon written authorization from the City, the project will include design, bid and construction support services, etc.	X	X	X		X	X
1b.7	148th Pedestrian Bridge coordination on sewer related issues.  Status; coordination and review of City pedestrian bridge project. Future task: Upon written authorization from the City, a scope and budget will be prepared for relocating a sewer line, the project may include design, bid and construction support services, etc. from DEA.	X	X	X		X	X
1b.8	Standard Operating Procedures (SOPs) on Emergent Situations (Emergency Response)  Status: Update of Emergent Saturations SOPs are being developed by DFK under a RWD consultant contract, the contract will transfer to the City at assumption. DEA scope is to manage contract and provide information supporting the update. The SOP update is anticipated to be completed in the spring.	X	X				
1b.9	General Facility Charge (GFC) update  Status: Update of GFC is being developed by FCS GROUP under a RWD consultant contract, the contract will transfer to the City at assumption. DEA scope is to manage contract and provide information supporting the update. The GFC update is anticipated to be completed in the spring 2021.	X	X				

Design and construction support services for capital projects include the following actions:

- H. Design and/or design review with preparation of construction bid package for advertisement by City for projects to be advertised.
- I. Shop drawing and submittal review



- J. Construction observation, including observation of testing, preparation of punch list and confirmation of completion of field work
- K. Preparation of contract change orders, monthly pay estimates, final pay estimates and construction completion reports to State of Washington
- L. Preparation of record drawings and update of wastewater system maps and GIS database to reflect project changes
- M. Warranty period observation, direction for correction of deficiencies and confirmation of completion of such corrections and providing construction support services documentation to the City at closeout

2. **Completion of Design and Construction Support:** Complete or start design, preparation of plans, contract documents and construction cost estimate for the following capital projects. The list below provides the status, anticipated work on the projects and the Budget Summary presents the associated subtask estimated budget. Projects 2.a., 2.d., and 2.e. are further defined in the Ronald Wastewater District Comprehensive Sewer Plan. The planned schedule for completion of each design is indicated in parenthesis.

**2.a. O&M CIP Ridgecrest 5 (2021)**

Status: Design started with goal to advertise for bid winter 2021-2022. Project design will follow City standards, bid documents shall follow City format and requirements for bid advertisement by the City, construction management and project closeout will follow the City process.

**2.b. Small Works System Repairs (2021/2022)**

Status: This task has ongoing small works projects (usually under \$50,000 value for construction cost) in various stages of design and construction. The Budget Summary estimate is based on preparation of 16 total future projects. Future task authorizations may be made for emerging issues. For projects to bid after assumption, project design will follow City standards with bid documents and shall be developed in a format for either a City Job Order Contract (JOC) or small work roster. Consultant may also provide construction management and project closeout following the City process.

**2.c. Storm Creek Repairs (2021/2022)**

Status: Not started; scope and budget included and require direction to proceed by City. Future tasks authorizations may include design review of City Project and construction observation (1/2 day) of interim improvements to stabilize Storm Creek.

**2.d. NE 200th St Sewer Line Improvements – Hyd. CIP (2022) – Status:** Not started; scope and budget included and require direction to proceed by City. This

task supports a potential capacity driven design and construction project of 630 feet of sewer main as described in the 2020 CSP.

Future tasks authorization may start design with goal to construct in 2022. Project design will follow City standards, bid documents shall follow City format and requirements for bid advertisement by the City, construction management and project closeout follow the City process.

**2.e. 25th Ave NE Sewer Line Improvements – Hyd. CIP (2022)** - Status: Not started; scope and budget included and require direction to proceed by City. This task supports a potential capacity driven design and construction project of 1322 feet of sewer main as described in the 2020 CSP

Future tasks authorization may start design with goal to construct in 2022. Project design will follow City standards, bid documents follow City format and requirements for bid advertisement by the City, construction management and project closeout follow the City process

### 3. On-Call Services

The Consultant will provide engineering services to the City on an on-call basis for the term of the Agreement, subject to the estimated subtask budget limitation in the attached Budget Summary, for the following subtasks.

**3.a. Maintenance Support** - Provide engineering services to support system maintenance staff, and support for operation and maintenance of the system's grinder pump system, lift stations and associated standby generators.

**3.b. Development Review Assistance** – Provide engineering services to support system development review staff for the following actions applicable to the wastewater system:

- Review development applications and recommend requirements for sewer system extensions or upgrades
- Review proposed construction plans for sewer system extensions or upgrades
- Review proposed miscellaneous sewer system connections and grinder pump connections

**3.c. Comprehensive Sewer Plan Update** - Provide engineering services necessary to compile and review agency comments on the District's 2020 Comprehensive Sewer Plan (CSP), draft proposed revisions for City review, and integrate revisions into a revised CSP, or prepare an amendment to the CSP, for adoption by the City. Once a revised CSP or CSP Amendment is adopted, submit to the review agencies for final approval. Comments and draft revisions will be prepared within 90 days of receipt or end of agency review period, as extended if requested by any review agency. Submittal of revised CSP or CSP Amendment will be made within 14 days of adoption by the City.

### **3.d. Hydraulic Model Updates**

3.d.1 Provide engineering services requested to prepare and complete updates to the system hydraulic model as completed in support of the 2020 Comprehensive Sewer Plan. Updates may include adjustment of inflow and infiltration rates, sanitary flow rates, land use and/or development density and system improvements or planning for alternative system improvements. Provide support for City staff to understand the use of the model and its critical inputs and use of analysis results.

3.d.2 Inflow and infiltration (I/I) Study – Provide engineering services to continue to support implementation of the I/I flow monitoring and data analysis program.

**3.e General Engineering** – Provide engineering services requested in support of administration of the wastewater system including but not limited to the following services:

- Prepare annual estimate of Seattle Public Utilities (SPU) system replacement costs for City Finance department
- Update sewer system maps and sewer system GIS database as new information is gathered
- Prepare estimates of grinder pump system costs for operation and maintenance and for future replacement.
- Review documents relevant to the system provided to the City from other agency (e.g. proposed projects in the vicinity of system assets, operational or contract documents from King County, City of Edmonds or other agencies with contracts for local sewer service, SEPA checklists, other comprehensive sewer plans and similar materials)
- Review proposed easement legal descriptions, prepare easement and agreement documents and support execution by appropriate parties, for projects other than developer extensions
- Support acquisition of King County Franchise and WSDOT Airspace agreements
- Support updates to wastewater system standards and codes
- Participate in and support City meetings regarding the system
- Transfer District engineering services project files, reports, mapping and related materials that DEA holds to the City
- Provide other on-call services to assist with issues not identified in this scope of services.

## **4. Management Reserve**

A management reserve is established in this Agreement for the amount indicated in the Budget Summary for potential additional tasks to be assigned to Consultant by the City, for additional services in Tasks 1, 2 or 3, or for other desired services. Such additional services shall be documented by mutual written agreement of the scope, schedule and budget for such services to be conducted against this reserve budget amount, without need for an amendment to the Agreement. The total amount of

additional services assigned to be conducted against this reserve budget amount shall not exceed the total amount indicated in the Budget Summary for Task 4. The city may allocate remaining unallocated funds from one task to another task or allocate this management reserve to a task if insufficient funding remains in the task.

**Project Management:**

Project management is included in the Tasks above. For project management, the Consultant will:

- Provide management oversight and quality control for delivery of all engineering services.
- Provide a monthly status report on all tasks and subtasks that includes the status, work done last month, work anticipated in the next month and identify issues slowing delivery of the services. The report will be submitted with the invoice and the invoice shall not be considered complete and payable without the status report.
- Meet with, as needed, City staff on issues associated with the projects and to review the monthly status report. For budgeting purposes, one meeting per month for the term of the Agreement is anticipated.
- Where appropriate, identify procedures for project implementation matching evolving State of Washington COVID-19 safety protocols.
- Provide project reports, design and construction documentation to the City (if not called out separately in the Budget Summary)

**Attachments:**

- David Evans and Associates, Inc. 2021-2022 Puget Sound Region Hourly Billing Rates (subject to adjustment March 1, 2022)
- David Evans and Associates, Inc. Engineering Services Budget Summary

## Exhibit A

City of Shoreline Wastewater Engineering Services David Evans and Associates, Inc.				
ENGINEERING SERVICES BUDGET SUMMARY				
Task	Subtask	Description	Subtask Budget	Task Budget
1		<b>Design, Design Review and Construction Support</b>		<b>\$360,600.00</b>
	1a	<b>Developer Extension Projects - Design Review and Construction Support Services</b>		
	1a.1	15th Ave Apts DE 250-47	\$5,300	
	1a.2	Alexan DE 250-49	\$5,300	
	1a.3	Einstein MS DE 250-42	\$3,100	
	1a.4	Kellogg MS DE 250-53	\$2,000	
	1a.5	MGP XII DE 250-54	\$4,400	
	1a.6	Crux Aurora DE 250-55	\$6,400	
	1a.7	Shoreline 145th DE 250-56	\$23,900	
	1a.8	Quinn Ballinger DE 250-57	\$26,300	
	1a.9	Shoreline Assemblage 8th DE 250-58	\$31,500	
	1a.10	Shea Prop 188th Aurora DE 250-59	\$17,200	
	1a.11	Shoreline Place (Sears Complex) DE 250-50	\$63,300	
	1a.12	ST Light Rail 2019 GL330-89 (on call) 330-89	\$56,100	
	1a.13	Vail 2 DE 250-60	\$9,000	
	1a.14	Shea Prop Ph. 2 DE (pending) 250-62	\$5,400	
	1a.15	358 Degrees DE (pending) 250-63	\$35,400	
	1a.16	5 Degrees Townhomes DE 250-61	\$66,000	
		<b>DE Management Reserve</b>		<b>\$200,000.00</b>
	1b	<b>Capital Projects Design and Construction Support Services</b>		<b>\$688,600.00</b>
	1b.1	LS 4 FM Replace. Construction Eng. - award to contractor Feb. construction start March 2021	\$83,000	
	1b.2	145TH Trunk Sewer GL 330-94 - Proj in Sound Transit package, they construct, City to insp. and pay for construction. Start summer 2021	\$74,500	
	1b.3	LS 12 Controls - in design, ad for bid late spring 2021	\$42,900	
	1b.4	Cathodic Protection LS - in design by Norton Corrosion, ad for bid late spring 2021	\$92,700	
	1b.5	Seismic retrofit of garage building - predesign report due late spring, by Reid Middleton	\$138,600	
	1b.6	Corridor CIP 145th, 175th, 185th - City projects, in review for sewer related issues, place holder	\$133,000	
	1b.7	148th Pedestrian Bridge - City project. in review for sewer related issues, place holder	\$75,500	
	1b.8	SOP Procedures - in process by DKF, done spring 2021, DEA provides info	\$16,100	
	1b.9	GFC - w/FCSG - in process by FCSG, done spring 2021, DEA provides info	\$32,300	
2		<b>Completion of Design and Construction Support</b>		<b>\$644,500.00</b>
	2.a	O&M CIP Ridgecrest 5 (2021) - just starting design for ad to bid winter 21-22	\$309,100	
	2.b	Small Works System Repairs (2021/2022) - ongoing small projects in various stages, usually under \$50K constr.	\$64,700	
	2.c	Storm Creek Repairs (2022) - possible interim help to City	\$6,900	
	2.d	NE 200th St Hyd CIP (2022) - potential capacity driven design and construction project	\$97,400	
	2.e	25th Ave NE Hyd CIP (2022) - potential capacity driven design and construction project	\$166,400	
3		<b>On-Call Services (2 years)</b>		<b>\$280,000.00</b>
	3a	Maintenance Assistance (On-call Service)	\$20,000	
	3b	Development Review Assistance (On-call Service)	\$20,000	
	3c	Sewer Comp Plan	\$10,000	
	3d.1	Hydraulic Modeling yearly updates	\$50,000	
	3d.2	l/l study - ongoing	\$60,000	
	3e	General Engineering (On-call Service)	\$110,000	
	3f	Documentation Transfer (On-call Service)	\$10,000	
		<b>Total - Tasks 1, 2 and 3</b>		<b>\$2,173,700.00</b>
4		<b>Management Reserve</b>		<b>\$100,000.00</b>
		<b>Maximum Total Compensation</b>		<b>\$2,273,700.00</b>

David Evans and Associates, Inc.

**Project Fee Estimate**  
15th Ave APTS DE 250-47

Project Number **thrl**  
Date **2/1/2021**  
Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>6</b>	<b>\$1,314.00</b>	<b>\$1,318.65</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	4						4	\$876.00	
1.4 Meetings and Coordination	2						2	\$438.00	
1.5							0	\$0.00	
1.6							0	\$0.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference							0	\$0.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>18</b>	<b>\$2,388.00</b>	<b>\$2,396.46</b>
3.1 Submittal Review			2				2	\$324.00	
3.2 RFI Review							0	\$0.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports					16		16	\$2,064.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination							0	\$0.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>10</b>	<b>\$1,380.00</b>	<b>\$1,384.89</b>
4.1 Testing/Startup/Commission					4		4	\$516.00	
4.2 Punchlist/Final Acceptance					4		4	\$516.00	
4.3 Record Drawings/System Maps					1		1	\$129.00	
4.4 Meetings and Coordination	1						1	\$219.00	
<b>Total</b>	<b>7</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>25</b>	<b>0</b>	<b>34</b>	<b>\$5,082.00</b>	<b>\$5,100.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$200
<b>Total</b>	<b>\$200</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$5,082
Total Estimated Expenses	\$200
<b>Total Fee Estimate (Rounded)</b>	<b>\$5,300</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

Project Fee Estimate

Alexan DE 250-49

Project Number

tbd

Date

2/1/2021

Prepared By

SC

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>6</b>	<b>\$1,314.00</b>	<b>\$1,318.65</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	4						4	\$876.00	
1.4 Meetings and Coordination	2						2	\$438.00	
1.5							0	\$0.00	
1.6							0	\$0.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference							0	\$0.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>18</b>	<b>\$2,388.00</b>	<b>\$2,396.46</b>
3.1 Submittal Review			2				2	\$324.00	
3.2 RFI Review							0	\$0.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports					16		16	\$2,064.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination							0	\$0.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>10</b>	<b>\$1,380.00</b>	<b>\$1,384.89</b>
4.1 Testing/Startup/Commission					4		4	\$516.00	
4.2 Punchlist/Final Acceptance					4		4	\$516.00	
4.3 Record Drawings/System Maps					1		1	\$129.00	
4.4 Meetings and Coordination	1						1	\$219.00	
<b>Total</b>	<b>7</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>25</b>	<b>0</b>	<b>34</b>	<b>\$5,082.00</b>	<b>\$5,100.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$200
<b>Total</b>	<b>\$200</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$5,082
Total Estimated Expenses	\$200
<b>Total Fee Estimate (Rounded)</b>	<b>\$5,300</b>

Notes and Assumptions:

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
Einstein MS DE DE 250-52

Project Number **tbd**  
Date **2/1/2021**  
Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>4</b>	<b>\$876.00</b>	<b>\$863.99</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	2						2	\$438.00	
1.4 Meetings and Coordination	2						2	\$438.00	
1.5							0	\$0.00	
1.6							0	\$0.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference							0	\$0.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>8</b>	<b>\$1,032.00</b>	<b>\$1,017.85</b>
3.1 Submittal Review							0	\$0.00	
3.2 RFI Review							0	\$0.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports					8		8	\$1,032.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination							0	\$0.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>7</b>	<b>\$1,083.00</b>	<b>\$1,068.15</b>
4.1 Testing/Startup/Commission					1		1	\$129.00	
4.2 Punchlist/Final Acceptance					2		2	\$258.00	
4.3 Record Drawings/System Maps	1				2		3	\$477.00	
4.4 Meetings and Coordination	1						1	\$219.00	
<b>Total</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>19</b>	<b>\$2,991.00</b>	<b>\$2,950.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$150
<b>Total</b>	<b>\$150</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$2,991
Total Estimated Expenses	\$150
<b>Total Fee Estimate (Rounded)</b>	<b>\$3,100</b>

**Notes and Assumptions:**

(1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.

(2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.

(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.



David Evans and Associates, Inc.

Project Fee Estimate

Kellogg MSDE 250-53

Project Number tbd

Date 2/1/2021

Prepared By SC

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>4</b>	<b>\$876.00</b>	<b>\$890.53</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	2						2	\$438.00	
1.4 Meetings and Coordination	2						2	\$438.00	
1.5							0	\$0.00	
1.6							0	\$0.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference							0	\$0.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>2</b>	<b>\$258.00</b>	<b>\$262.28</b>
3.1 Submittal Review							0	\$0.00	
3.2 RFI Review							0	\$0.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports					2		2	\$258.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination							0	\$0.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>5</b>	<b>\$735.00</b>	<b>\$747.19</b>
4.1 Testing/Startup/Commission					1		1	\$129.00	
4.2 Punchlist/Final Acceptance					2		2	\$258.00	
4.3 Record Drawings/System Maps					1		1	\$129.00	
4.4 Meetings and Coordination	1						1	\$219.00	
<b>Total</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>11</b>	<b>\$1,869.00</b>	<b>\$1,900.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$100
<b>Total</b>	<b>\$100</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$1,869
Total Estimated Expenses	\$100
<b>Total Fee Estimate (Rounded)</b>	<b>\$2,000</b>

Notes and Assumptions:

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

Project Fee Estimate

MGP XII DE 250-54

Project Number

thrl

Date

2/1/2021

Prepared By

SC

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>6</b>	<b>\$1,314.00</b>	<b>\$1,302.83</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	4						4	\$876.00	
1.4 Meetings and Coordination	2						2	\$438.00	
1.5							0	\$0.00	
1.6							0	\$0.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference							0	\$0.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>9</b>	<b>\$1,194.00</b>	<b>\$1,183.85</b>
3.1 Submittal Review			1				1	\$162.00	
3.2 RFI Review							0	\$0.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports					8		8	\$1,032.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination							0	\$0.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>12</b>	<b>\$1,728.00</b>	<b>\$1,713.31</b>
4.1 Testing/Startup/Commission					2		2	\$258.00	
4.2 Punchlist/Final Acceptance					4		4	\$516.00	
4.3 Record Drawings/System Maps	1				4		5	\$735.00	
4.4 Meetings and Coordination	1						1	\$219.00	
<b>Total</b>	<b>8</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>27</b>	<b>\$4,236.00</b>	<b>\$4,200.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$200
<b>Total</b>	<b>\$200</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$4,236
Total Estimated Expenses	\$200
<b>Total Fee Estimate (Rounded)</b>	<b>\$4,400</b>

Notes and Assumptions:

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**Crux Aurora DE 250-55**

Project Number **tbd**

Date **2/1/2021**

Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>10</b>	<b>\$2,190.00</b>	<b>\$2,175.96</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	4						4	\$876.00	
1.4 Meetings and Coordination	2						2	\$438.00	
1.5							0	\$0.00	
1.6 Design Review	4						4	\$876.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>4</b>	<b>\$876.00</b>	<b>\$870.38</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference	4						4	\$876.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>10</b>	<b>\$1,356.00</b>	<b>\$1,347.31</b>
3.1 Submittal Review			2				2	\$324.00	
3.2 RFI Review							0	\$0.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports					8		8	\$1,032.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination							0	\$0.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>12</b>	<b>\$1,818.00</b>	<b>\$1,806.35</b>
4.1 Testing/Startup/Commission					4		4	\$516.00	
4.2 Punchlist/Final Acceptance					4		4	\$516.00	
4.3 Record Drawings/System Maps	1				1		2	\$348.00	
4.4 Meetings and Coordination	2						2	\$438.00	
<b>Total</b>	<b>17</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>17</b>	<b>0</b>	<b>36</b>	<b>\$6,240.00</b>	<b>\$6,200.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$200
<b>Total</b>	<b>\$200</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$6,240
Total Estimated Expenses	\$200
<b>Total Fee Estimate (Rounded)</b>	<b>\$6,400</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**Shoreline 145th DE 250-56**

Project Number **tbid**  
 Date **2/1/2021**  
 Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>14</b>	<b>\$3,066.00</b>	<b>\$3,067.31</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	4						4	\$876.00	
1.4 Meetings and Coordination	2						2	\$438.00	
1.5							0	\$0.00	
1.6 Design Review	8						8	\$1,752.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>8</b>	<b>\$1,752.00</b>	<b>\$1,752.75</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference	4						4	\$876.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance	4						4	\$876.00	
2.6 Meetings and Coordination							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>114</b>	<b>\$15,396.00</b>	<b>\$15,402.55</b>
3.1 Submittal Review			6				6	\$972.00	
3.2 RFI Review			4				4	\$648.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports	4				100		104	\$13,776.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination							0	\$0.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>20</b>	<b>\$3,276.00</b>	<b>\$3,277.39</b>
4.1 Testing/Startup/Commission					4		4	\$516.00	
4.2 Punchlist/Final Acceptance	1				6		7	\$993.00	
4.3 Record Drawings/System Maps	2				1		3	\$567.00	
4.4 Meetings and Coordination	4		2				6	\$1,200.00	
<b>Total</b>	<b>33</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>111</b>	<b>0</b>	<b>156</b>	<b>\$23,490.00</b>	<b>\$23,500.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$400
<b>Total</b>	<b>\$400</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$23,490
Total Estimated Expenses	\$400
<b>Total Fee Estimate (Rounded)</b>	<b>\$23,900</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**Quinn Ballinger DE 250-57**

Project Number **tbd**  
 Date **2/1/2021**  
 Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1</b>	<b>Project Management</b>						<b>14</b>	<b>\$3,066.00</b>	<b>\$3,064.34</b>
1.1	Project Planning						0	\$0.00	
1.2	Monitoring and Control						0	\$0.00	
1.3	Project Closeout	4					4	\$876.00	
1.4	Meetings and Coordination	4					4	\$876.00	
1.5							0	\$0.00	
1.6	Design Review	6					6	\$1,314.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2</b>	<b>Construction Administration</b>						<b>8</b>	<b>\$1,638.00</b>	<b>\$1,637.12</b>
2.1	Permits			2			2	\$324.00	
2.2	Notice to Proceed						0	\$0.00	
2.3	Preconstruction Conference	4					4	\$876.00	
2.4	Pay Estimates						0	\$0.00	
2.5	Final Acceptance						0	\$0.00	
2.6	Meetings and Coordination	2					2	\$438.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3</b>	<b>Construction Engineering</b>						<b>134</b>	<b>\$18,090.00</b>	<b>\$18,080.23</b>
3.1	Submittal Review			4			4	\$648.00	
3.2	RFI Review			4			4	\$648.00	
3.3	Change Management						0	\$0.00	
3.4	Construction Observation and Reports	4				120	124	\$16,356.00	
3.5	Testing Report Review						0	\$0.00	
3.6	Post-Const. Observation						0	\$0.00	
3.7	Meetings and Coordination	2					2	\$438.00	
3.8							0	\$0.00	
<b>4</b>	<b>Project Closeout Services</b>						<b>20</b>	<b>\$3,120.00</b>	<b>\$3,118.31</b>
4.1	Testing/Startup/Commission					4	4	\$516.00	
4.2	Punchlist/Final Acceptance	1				4	5	\$735.00	
4.3	Record Drawings/System Maps	1				6	7	\$993.00	
4.4	Meetings and Coordination	4					4	\$876.00	
<b>Total</b>		<b>32</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>134</b>	<b>0</b>	<b>\$25,914.00</b>	<b>\$25,900.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$400
<b>Total</b>	<b>\$400</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$25,914
Total Estimated Expenses	\$400
<b>Total Fee Estimate (Rounded)</b>	<b>\$26,300</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**Shoreline Assemblage 8th DE 250-58**

Project Number **tbd**  
 Date **2/1/2021**  
 Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>20</b>	<b>\$4,380.00</b>	<b>\$4,377.46</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	8						8	\$1,752.00	
1.4 Meetings and Coordination	4						4	\$876.00	
1.5							0	\$0.00	
1.6 Design Review	8						8	\$1,752.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>6</b>	<b>\$1,314.00</b>	<b>\$1,313.24</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference	4						4	\$876.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance	2						2	\$438.00	
2.6 Meetings and Coordination							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>160</b>	<b>\$21,984.00</b>	<b>\$21,971.26</b>
3.1 Submittal Review			4				4	\$648.00	
3.2 RFI Review	2		4				6	\$1,086.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports	8				140		148	\$19,812.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination	2						2	\$438.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>20</b>	<b>\$3,390.00</b>	<b>\$3,388.04</b>
4.1 Testing/Startup/Commission					4		4	\$516.00	
4.2 Punchlist/Final Acceptance					4		4	\$516.00	
4.3 Record Drawings/System Maps	1				3		4	\$606.00	
4.4 Meetings and Coordination	8						8	\$1,752.00	
<b>Total</b>	<b>47</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>151</b>	<b>0</b>	<b>206</b>	<b>\$31,068.00</b>	<b>\$31,050.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$450
<b>Total</b>	<b>\$450</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$31,068
Total Estimated Expenses	\$450
<b>Total Fee Estimate (Rounded)</b>	<b>\$31,500</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**Shea Prop 188th DE 250-59**

Project Number **tbd**  
 Date **2/1/2021**  
 Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>12</b>	<b>\$2,628.00</b>	<b>\$2,621.18</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	4						4	\$876.00	
1.4 Meetings and Coordination	2						2	\$438.00	
1.5							0	\$0.00	
1.6 Design Review	6						6	\$1,314.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>10</b>	<b>\$2,190.00</b>	<b>\$2,184.31</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference	8						8	\$1,752.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination	2						2	\$438.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>70</b>	<b>\$9,702.00</b>	<b>\$9,676.81</b>
3.1 Submittal Review			2				2	\$324.00	
3.2 RFI Review			2				2	\$324.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports	6				60		66	\$9,054.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination							0	\$0.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>16</b>	<b>\$2,424.00</b>	<b>\$2,417.71</b>
4.1 Testing/Startup/Commission					4		4	\$516.00	
4.2 Punchlist/Final Acceptance	1				4		5	\$735.00	
4.3 Record Drawings/System Maps	1				4		5	\$735.00	
4.4 Meetings and Coordination	2						2	\$438.00	
<b>Total</b>	<b>32</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>108</b>	<b>\$16,944.00</b>	<b>\$16,900.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$300
<b>Total</b>	<b>\$300</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$16,944
Total Estimated Expenses	\$300
<b>Total Fee Estimate (Rounded)</b>	<b>\$17,200</b>

**Notes and Assumptions:**

(1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.

(2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.

(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**Shoreline Place (Sears Complex) DE 250-50**

Project Number **tbd**  
 Date **2/1/2021**  
 Prepared By **SC**

Task/Subtask (1)		Personnel Positions and Hourly Billing Rates					DEA Labor		Total - w/ Subs., Exp. & Rounding	
		Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours		Total Est. Fee
		\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1</b>	<b>Project Management</b>							<b>72</b>	<b>\$14,856.00</b>	<b>\$14,855.76</b>
	1.1 Project Planning							0	\$0.00	
	1.2 Monitoring and Control							0	\$0.00	
	1.3 Project Closeout	8						8	\$1,752.00	
	1.4 Meetings and Coordination	8						8	\$1,752.00	
	1.5							0	\$0.00	
	1.6 Design Review	40		16				56	\$11,352.00	
	1.7							0	\$0.00	
	1.8							0	\$0.00	
<b>2</b>	<b>Construction Administration</b>							<b>24</b>	<b>\$4,800.00</b>	<b>\$4,799.92</b>
	2.1 Permits							0	\$0.00	
	2.2 Notice to Proceed							0	\$0.00	
	2.3 Preconstruction Conference	8		4				12	\$2,400.00	
	2.4 Pay Estimates							0	\$0.00	
	2.5 Final Acceptance							0	\$0.00	
	2.6 Meetings and Coordination	8		4				12	\$2,400.00	
	2.7							0	\$0.00	
	2.8							0	\$0.00	
<b>3</b>	<b>Construction Engineering</b>							<b>257</b>	<b>\$37,029.00</b>	<b>\$37,028.40</b>
	3.1 Submittal Review	1		6				7	\$1,191.00	
	3.2 RFI Review	2		8				10	\$1,734.00	
	3.3 Change Management			8				8	\$1,296.00	
	3.4 Construction Observation and Reports	24				200		224	\$31,056.00	
	3.5 Testing Report Review							0	\$0.00	
	3.6 Post-Const. Observation							0	\$0.00	
	3.7 Meetings and Coordination	8						8	\$1,752.00	
	3.8							0	\$0.00	
<b>4</b>	<b>Project Closeout Services</b>							<b>30</b>	<b>\$5,016.00</b>	<b>\$5,015.92</b>
	4.1 Testing/Startup/Commission					4		4	\$516.00	
	4.2 Punchlist/Final Acceptance	2				4		6	\$954.00	
	4.3 Record Drawings/System Maps	2		2		8		12	\$1,794.00	
	4.4 Meetings and Coordination	8						8	\$1,752.00	
	<b>Total</b>	<b>119</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>216</b>	<b>0</b>	<b>383</b>	<b>\$61,701.00</b>	<b>\$61,700.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$1,600
<b>Total</b>	<b>\$1,600</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$61,701
Total Estimated Expenses	\$1,600
<b>Total Fee Estimate (Rounded)</b>	<b>\$63,300</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.



David Evans and Associates, Inc.

**Project Fee Estimate**  
**Light Rail 2019 GL330-89**

Project Number **tbd**  
 Date **2/1/2021**  
 Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>40</b>	<b>\$7,848.00</b>	<b>\$7,849.46</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	16		16				32	\$6,096.00	
1.4 Meetings and Coordination	8						8	\$1,752.00	
1.5							0	\$0.00	
1.6							0	\$0.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>32</b>	<b>\$6,096.00</b>	<b>\$6,097.14</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference							0	\$0.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance	16		16				32	\$6,096.00	
2.6 Meetings and Coordination							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>106</b>	<b>\$16,992.00</b>	<b>\$16,995.17</b>
3.1 Submittal Review			6				6	\$972.00	
3.2 RFI Review	4		16				20	\$3,468.00	
3.3 Change Management			8				8	\$1,296.00	
3.4 Construction Observation and Reports	8				40		48	\$6,912.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination	8		16				24	\$4,344.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>138</b>	<b>\$22,654.00</b>	<b>\$22,658.23</b>
4.1 Testing/Startup/Commission	4		4		8		16	\$2,556.00	
4.2 Punchlist/Final Acceptance	4		4		8		16	\$2,556.00	
4.3 Record Drawings/System Maps	2		8		24		34	\$4,830.00	
4.4 Meetings and Coordination	8		8				16	\$3,048.00	
4.5 Easements	8	16	16		8	8	56	\$9,664.00	
<b>Total</b>	<b>86</b>	<b>16</b>	<b>118</b>	<b>0</b>	<b>88</b>	<b>8</b>	<b>316</b>	<b>\$53,590.00</b>	<b>\$53,600.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$2,500
<b>Total</b>	<b>\$2,500</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$53,590
Total Estimated Expenses	\$2,500
<b>Total Fee Estimate (Rounded)</b>	<b>\$56,100</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

Project Fee Estimate

Vail 2 DE 250-60

Project Number **thd**

Date **3/5/2021**

Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>9</b>	<b>\$1,971.00</b>	<b>\$1,975.09</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	5						5	\$1,095.00	
1.4 Meetings and Coordination	4						4	\$876.00	
1.5							0	\$0.00	
1.6 Design Review							0	\$0.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference							0	\$0.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>30</b>	<b>\$4,068.00</b>	<b>\$4,076.43</b>
3.1 Submittal Review			2				2	\$324.00	
3.2 RFI Review			4				4	\$648.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports					24		24	\$3,096.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination							0	\$0.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>17</b>	<b>\$2,643.00</b>	<b>\$2,648.48</b>
4.1 Testing/Startup/Commission	1				4		5	\$735.00	
4.2 Punchlist/Final Acceptance					4		4	\$516.00	
4.3 Record Drawings/System Maps					4		4	\$516.00	
4.4 Meetings and Coordination	4						4	\$876.00	
<b>Total</b>	<b>14</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>56</b>	<b>\$8,682.00</b>	<b>\$8,700.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$300
<b>Total</b>	<b>\$300</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$8,682
Total Estimated Expenses	\$300
<b>Total Fee Estimate (Rounded)</b>	<b>\$9,000</b>

Notes and Assumptions:

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
Shea Prop Ph.2 188th DE 250-62

Project Number **tbd**  
Date **3/5/2021**  
Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>4</b>	<b>\$876.00</b>	<b>\$875.83</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	2						2	\$438.00	
1.4 Meetings and Coordination	1						1	\$219.00	
1.5							0	\$0.00	
1.6 Design Review	1						1	\$219.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>3</b>	<b>\$657.00</b>	<b>\$656.88</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference	2						2	\$438.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination	1						1	\$219.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>18</b>	<b>\$2,388.00</b>	<b>\$2,387.55</b>
3.1 Submittal Review				1			1	\$162.00	
3.2 RFI Review				1			1	\$162.00	
3.3 Change Management							0	\$0.00	
3.4 Construction Observation and Reports					16		16	\$2,064.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination							0	\$0.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>10</b>	<b>\$1,380.00</b>	<b>\$1,379.74</b>
4.1 Testing/Startup/Commission					4		4	\$516.00	
4.2 Punchlist/Final Acceptance					4		4	\$516.00	
4.3 Record Drawings/System Maps					1		1	\$129.00	
4.4 Meetings and Coordination	1						1	\$219.00	
<b>Total</b>	<b>8</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>25</b>	<b>0</b>	<b>35</b>	<b>\$5,301.00</b>	<b>\$5,300.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$100
<b>Total</b>	<b>\$100</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$5,301
Total Estimated Expenses	\$100
<b>Total Fee Estimate (Rounded)</b>	<b>\$5,400</b>

**Notes and Assumptions:**

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(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**358 Degrees DE 250-63**

Project Number **tbd**  
 Date **3/16/2021**  
 Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>40</b>	<b>\$8,304.00</b>	<b>\$8,311.13</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	4						4	\$876.00	
1.4 Meetings and Coordination	4						4	\$876.00	
1.5							0	\$0.00	
1.6 Design Review	24		8				32	\$6,552.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>12</b>	<b>\$2,400.00</b>	<b>\$2,402.06</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference	4		2				6	\$1,200.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination	4		2				6	\$1,200.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>131</b>	<b>\$19,005.00</b>	<b>\$19,021.32</b>
3.1 Submittal Review	1		4				5	\$867.00	
3.2 RFI Review	2		4				6	\$1,086.00	
3.3 Change Management			4				4	\$648.00	
3.4 Construction Observation and Reports	12				100		112	\$15,528.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination	4						4	\$876.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>24</b>	<b>\$4,062.00</b>	<b>\$4,065.49</b>
4.1 Testing/Startup/Commission					4		4	\$516.00	
4.2 Punchlist/Final Acceptance	2				4		6	\$954.00	
4.3 Record Drawings/System Maps	2		2		4		8	\$1,278.00	
4.4 Meetings and Coordination	6						6	\$1,314.00	
<b>Total</b>	<b>69</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>112</b>	<b>0</b>	<b>207</b>	<b>\$33,771.00</b>	<b>\$33,800.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$1,600
<b>Total</b>	<b>\$1,600</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$33,771
Total Estimated Expenses	\$1,600
<b>Total Fee Estimate (Rounded)</b>	<b>\$35,400</b>

**Notes and Assumptions:**

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- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**5 Degrees Townhomes DE 250-61**

Project Number **tbd**  
 Date **3/24/2021**  
 Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>72</b>	<b>\$14,856.00</b>	<b>\$14,860.39</b>
1.1 Project Planning							0	\$0.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Project Closeout	8						8	\$1,752.00	
1.4 Meetings and Coordination	8						8	\$1,752.00	
1.5							0	\$0.00	
1.6 Design Review	40		16				56	\$11,352.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Construction Administration</b>							<b>24</b>	<b>\$4,800.00</b>	<b>\$4,801.42</b>
2.1 Permits							0	\$0.00	
2.2 Notice to Proceed							0	\$0.00	
2.3 Preconstruction Conference	8		4				12	\$2,400.00	
2.4 Pay Estimates							0	\$0.00	
2.5 Final Acceptance							0	\$0.00	
2.6 Meetings and Coordination	8		4				12	\$2,400.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction Engineering</b>							<b>277</b>	<b>\$39,609.00</b>	<b>\$39,620.71</b>
3.1 Submittal Review	1		6				7	\$1,191.00	
3.2 RFI Review	2		8				10	\$1,734.00	
3.3 Change Management			8				8	\$1,296.00	
3.4 Construction Observation and Reports	24				220		244	\$33,636.00	
3.5 Testing Report Review							0	\$0.00	
3.6 Post-Const. Observation							0	\$0.00	
3.7 Meetings and Coordination	8						8	\$1,752.00	
3.8							0	\$0.00	
<b>4 Project Closeout Services</b>							<b>30</b>	<b>\$5,016.00</b>	<b>\$5,017.48</b>
4.1 Testing/Startup/Commission					4		4	\$516.00	
4.2 Punchlist/Final Acceptance	2				4		6	\$954.00	
4.3 Record Drawings/System Maps	2		2		8		12	\$1,794.00	
4.4: Meetings and Coordination	8						8	\$1,752.00	
<b>Total</b>	<b>119</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>236</b>	<b>0</b>	<b>403</b>	<b>\$64,281.00</b>	<b>\$64,300.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$1,700
<b>Total</b>	<b>\$1,700</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$64,281
Total Estimated Expenses	\$1,700
<b>Total Fee Estimate (Rounded)</b>	<b>\$66,000</b>

**Notes and Assumptions:**

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(2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.

(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**LS 4 FM Replace. Construction Eng. - award to contractor Feb, construction start March 2021**

Project Number **tbd**  
 Date **1/29/2021**  
 Prepared By **THCO**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>14</b>	<b>\$5,218.00</b>	<b>\$5,218.48</b>
1.1 Project Planning	3						3	\$657.00	
1.2 Monitoring and Control	6						6	\$1,314.00	
1.3 Project Closeout	1					4	5	\$619.00	
1.4 Meetings and Coordination	12						12	\$2,628.00	
<b>2 Construction Administration</b>							<b>116.5</b>	<b>\$18,687.50</b>	<b>\$18,689.24</b>
2.1 Permits	2		16		8	2	28	\$4,262.00	
2.2 Notice to Proceed	0.5		2				2.5	\$433.50	
2.3 Preconstruction Conference	2		4		2	2	10	\$1,544.00	
2.4 Pay Estimates	3		12		4	4	23	\$3,517.00	
2.5 Final Acceptance	1		4				5	\$867.00	
2.6 Meetings and Coordination	12		24		12		48	\$8,064.00	
<b>3 Construction Engineering</b>							<b>287</b>	<b>\$44,437.00</b>	<b>\$46,489.13</b>
3.1 Submittal Review	6		24				30	\$5,202.00	
3.2 RFI Review	6		8				14	\$2,610.00	
3.3 Change Management	4		6			4	14	\$2,248.00	
3.4 Construction Observation and Reports	12		32		120		164	\$23,292.00	
3.5 Testing Report Review	3		6				9	\$1,629.00	
3.6 Post-Const. Observation	4				4		8	\$1,392.00	
3.7 Meetings and Coordination	12		24		12		48	\$8,064.00	
<b>4 Project Closeout Services</b>							<b>82</b>	<b>\$12,410.00</b>	<b>\$12,603.15</b>
4.1 Testing/Startup/Commission	2		4		8		14	\$2,118.00	
4.2 Punchlist/Final Acceptance	2		6		12	2	22	\$3,158.00	
4.3 Record Drawings/System Maps	4		16		16		36	\$5,532.00	
4.4 Meetings and Coordination	2		4		4		10	\$1,602.00	
<b>Total</b>	<b>99.5</b>	<b>0</b>	<b>192</b>	<b>0</b>	<b>202</b>	<b>18</b>	<b>511.5</b>	<b>\$80,752.50</b>	<b>\$83,000.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$2,240
<b>Total</b>	<b>\$2,240</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$80,753
Total Estimated Expenses	\$2,240
<b>Total Fee Estimate (Rounded)</b>	<b>\$83,000</b>

**Notes and Assumptions:**

(1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.

(2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.

(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

Project Fee Estimate

NE 145TH TRUNK SEWER GL 330-94

Project Number tbd

Date 1/29/2021

Prepared By THCO

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>11</b>	<b>\$2,809.00</b>	<b>\$2,809.08</b>
1.1 Project Planning	2						2	\$438.00	
1.2 Monitoring and Control	4						4	\$876.00	
1.3 Project Closeout	1					4	5	\$619.00	
1.4 Meetings and Coordination	4						4	\$876.00	
<b>2 Construction Administration</b>							<b>64</b>	<b>\$10,752.00</b>	<b>\$10,752.30</b>
2.1 Meetings and Coordination	16		32		16		64	\$10,752.00	
<b>3 Construction Engineering</b>							<b>315</b>	<b>\$47,865.00</b>	<b>\$49,402.31</b>
3.1 Submittal Review	8		16				24	\$4,344.00	
3.2 RFI Review	6		12				18	\$3,258.00	
3.3 Construction Observation and Reports	16		16		160		192	\$26,736.00	
3.4 Testing Report Review	1		4				5	\$867.00	
3.5 Post-Const. Observation	4				8		12	\$1,908.00	
3.6 Meetings and Coordination	16		32		16		64	\$10,752.00	
<b>4 Project Closeout Services</b>							<b>78</b>	<b>\$11,408.00</b>	<b>\$11,408.00</b>
4.1 Punchlist/Final Acceptance	2		6		12	4	24	\$3,358.00	
4.2 Record Drawings/System Maps	4		12		20	4	40	\$5,800.00	
4.3 Meetings and Coordination	2		8		4		14	\$2,250.00	
<b>Total</b>	<b>86</b>	<b>0</b>	<b>138</b>	<b>0</b>	<b>236</b>	<b>12</b>	<b>472</b>	<b>\$72,834.00</b>	<b>\$74,499.69</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$1,664
<b>Total</b>	<b>\$1,664</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$72,834
Total Estimated Expenses	\$1,664
<b>Total Fee Estimate (Rounded)</b>	<b>\$74,500</b>

Notes and Assumptions:

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the

David Evans and Associates, Inc.

Project Fee Estimate

LS 12 Controls

Project Number

tbd

Date

2/1/2021

Prepared By

sc

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Plan Review</b>							<b>56</b>	<b>\$8,208.00</b>	<b>\$8,210.35</b>
1.1 design review	8		8				16	\$3,048.00	
1.2 drawings					40		40	\$5,160.00	
1.3							0	\$0.00	
1.4							0	\$0.00	
1.5							0	\$0.00	
1.6							0	\$0.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Specifications</b>							<b>30</b>	<b>\$4,802.00</b>	<b>\$4,803.38</b>
2.1 set up specs	4		4	16			24	\$3,716.00	
2.2 spec review	2		4				6	\$1,086.00	
2.3							0	\$0.00	
2.4							0	\$0.00	
2.5							0	\$0.00	
2.6							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 Construction</b>							<b>31</b>	<b>\$5,706.00</b>	<b>\$5,707.63</b>
3.0 Notice to Proceed			1				1	\$162.00	
3.1 Preconstruction Conference	4		4				8	\$1,524.00	
3.2 Pay Estimates	4		8				12	\$2,172.00	
3.3 Final Acceptance	2		4				6	\$1,086.00	
3.4 Meetings and Coordination	2		2				4	\$762.00	
3.5							0	\$0.00	
3.6							0	\$0.00	
3.7							0	\$0.00	
<b>4 Construction Engineering and Observation</b>							<b>60</b>	<b>\$10,860.00</b>	<b>\$10,863.11</b>
4.3.8 Submittal Review	4		16				20	\$3,468.00	
4.0 RFI Review	2		8				10	\$1,734.00	
4.1 Change Management							0	\$0.00	
4.2 Construction Observation and Reports	8		4				12	\$2,400.00	
4.3 Testing Report Review	2		8				10	\$1,734.00	
4.4 Post-Const. Observation							0	\$0.00	
4.5 Meetings and Coordination	4		4				8	\$1,524.00	
4.6							0	\$0.00	
<b>5</b>							<b>76</b>	<b>\$12,312.00</b>	<b>\$12,315.53</b>
4.8							0	\$0.00	
4.9 Electrical Subcontractor Casne - contract w/DEA			76				76	\$12,312.00	
<b>Total</b>	<b>46</b>	<b>0</b>	<b>151</b>	<b>16</b>	<b>40</b>	<b>0</b>	<b>253</b>	<b>\$41,888.00</b>	<b>\$41,900.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$1,000
<b>Total</b>	<b>\$1,000</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$41,888
Total Estimated Expenses	\$1,000
<b>Total Fee Estimate (Rounded)</b>	<b>\$42,900</b>

Notes and Assumptions:

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.



David Evans and Associates, Inc.

**Project Fee Estimate**  
**Cathodic Protection LS - in design by Norton Corrosion, ad for bid late spring 2021**

Project Number **tbd**  
 Date **2/1/2021**  
 Prepared By **sc**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Plan Review</b>							<b>20</b>	<b>\$3,696.00</b>	<b>\$3,696.73</b>
1.1 design review	8		12				20	\$3,696.00	
1.2							0	\$0.00	
1.3							0	\$0.00	
1.4							0	\$0.00	
1.5							0	\$0.00	
1.6							0	\$0.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Specifications</b>							<b>46</b>	<b>\$7,394.00</b>	<b>\$7,395.45</b>
2.1 set up specs	4		16	16			36	\$5,660.00	
2.2 spec review	2		8				10	\$1,734.00	
2.3							0	\$0.00	
2.4							0	\$0.00	
2.5							0	\$0.00	
2.6							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 2.9 Construction</b>							<b>35</b>	<b>\$6,468.00</b>	<b>\$6,469.27</b>
3.0 Notice to Proceed			1				1	\$162.00	
3.1 Preconstruction Conference	4		4				8	\$1,524.00	
3.2 Pay Estimates	4		8				12	\$2,172.00	
3.3 Final Acceptance	2		4				6	\$1,086.00	
3.4 Meetings and Coordination	4		4				8	\$1,524.00	
3.5							0	\$0.00	
3.6							0	\$0.00	
3.7							0	\$0.00	
<b>4 3.8 Construction Engineering and Observation</b>							<b>72</b>	<b>\$12,804.00</b>	<b>\$12,806.51</b>
3.9 Submittal Review	4		16				20	\$3,468.00	
4.0 RFI Review	2		8				10	\$1,734.00	
4.1 Change Management							0	\$0.00	
4.2 Construction Observation and Reports	8		16				24	\$4,344.00	
4.3 Testing Report Review	2		8				10	\$1,734.00	
4.4 Post-Const. Observation							0	\$0.00	
4.5 Meetings and Coordination	4		4				8	\$1,524.00	
4.6							0	\$0.00	
<b>5 4.7 City sub contractor</b>							<b>280</b>	<b>\$61,320.00</b>	<b>\$61,332.04</b>
4.8 Norton Corrosion -contract w/ RWD	280						280	\$61,320.00	
4.9							0	\$0.00	
<b>Total</b>	<b>328</b>	<b>0</b>	<b>109</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>453</b>	<b>\$91,682.00</b>	<b>\$91,700.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$1,000
<b>Total</b>	<b>\$1,000</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$91,682
Total Estimated Expenses	\$1,000
<b>Total Fee Estimate (Rounded)</b>	<b>\$92,700</b>

**Notes and Assumptions:**

(1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.

(2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.

(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**Selsmic retrofit of garage building - predesign report due late spring, by Reid Middleton**

Project Number **tbd**  
 Date **2/1/2021**  
 Prepared By **sc**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Plan Review</b>							<b>64</b>	<b>\$12,192.00</b>	<b>\$12,194.05</b>
1.1 Predesign review / management	24		24				48	\$9,144.00	
1.2 design review	8		8				16	\$3,048.00	
1.3							0	\$0.00	
1.4							0	\$0.00	
1.5							0	\$0.00	
1.6							0	\$0.00	
1.7							0	\$0.00	
1.8							0	\$0.00	
<b>2 Specifications</b>							<b>38</b>	<b>\$6,098.00</b>	<b>\$6,099.03</b>
2.1 set up specs	4		8	16			28	\$4,364.00	
2.2 spec review	2		8				10	\$1,734.00	
2.3							0	\$0.00	
2.4							0	\$0.00	
2.5							0	\$0.00	
2.6							0	\$0.00	
2.7							0	\$0.00	
2.8							0	\$0.00	
<b>3 2.9 Construction</b>							<b>36</b>	<b>\$6,687.00</b>	<b>\$6,688.13</b>
3.0 Notice to Proceed	1		1				2	\$381.00	
3.1 Preconstruction Conference	4		4				8	\$1,524.00	
3.2 Pay Estimates	4		8				12	\$2,172.00	
3.3 Final Acceptance	2		4				6	\$1,086.00	
3.4 Meetings and Coordination	4		4				8	\$1,524.00	
3.5							0	\$0.00	
3.6							0	\$0.00	
3.7							0	\$0.00	
<b>4 3.8 Construction Engineering and Observation</b>							<b>60</b>	<b>\$10,860.00</b>	<b>\$10,861.83</b>
3.9 Submittal Review	4		16				20	\$3,468.00	
4.0 RFI Review	2		8				10	\$1,734.00	
4.1 Change Management							0	\$0.00	
4.2 Construction Observation and Reports	8		4				12	\$2,400.00	
4.3 Testing Report Review	2		8				10	\$1,734.00	
4.4 Post-Const. Observation							0	\$0.00	
4.5 Meetings and Coordination	4		4				8	\$1,524.00	
4.6							0	\$0.00	
<b>5 4.7 City sub contractor</b>							<b>460</b>	<b>\$100,740.00</b>	<b>\$100,756.96</b>
4.8 Reid-Middleton contract #1 with RWD	112						112	\$24,528.00	
4.9 Reid-Middleton contract #2 design with City, place holder	348						348	\$76,212.00	
5.0							0	\$0.00	
<b>Total</b>	<b>533</b>	<b>0</b>	<b>109</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>658</b>	<b>\$136,577.00</b>	<b>\$136,600.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$2,000
<b>Total</b>	<b>\$2,000</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$136,577
Total Estimated Expenses	\$2,000
<b>Total Fee Estimate (Rounded)</b>	<b>\$138,600</b>

**Notes and Assumptions:**

(1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.

(2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.

(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**Corridor CIP 145th, 175th, 185th - City projects, in review for sewer related issues, place holder**

Project Number **tbd**  
 Date **1/29/2021**  
 Prepared By **THCO**

Estimated DEA Labor - Civil Engineering and Land Surveying Services										
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding	
	Project Manager	Survey Manager / Two Man Crew	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee		
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00				
<b>1</b>	<b>Project Management</b>						<b>26</b>	<b>\$5,218.00</b>	<b>\$5,218.40</b>	
1.1	Project Planning	8					2	10	\$1,952.00	
1.2	Monitoring and Control	6					2	8	\$1,514.00	
1.3	Meetings and Coordination	8						8	\$1,752.00	
<b>2</b>	<b>Design - General</b>						<b>164</b>	<b>\$28,542.00</b>	<b>\$28,544.20</b>	
2.1	Survey	4	32	8	16			60	\$11,340.00	
2.2	Pre-design	24		32	24	16		96	\$15,792.00	
2.3	Construction Cost Est	2		6				8	\$1,410.00	
<b>3</b>	<b>Design - Plans/Proj Mnl</b>						<b>190</b>	<b>\$29,424.00</b>	<b>\$29,426.26</b>	
3.1	Plans	8		32		32		72	\$11,064.00	
3.2	Proj Mnl, Bid & Cntrct docs	12		24		8	6	50	\$8,148.00	
3.3	Proj Mnl, Tech Specs	12		32			24	68	\$10,212.00	
<b>4</b>	<b>Permit</b>						<b>18</b>	<b>\$2,708.00</b>	<b>\$2,708.21</b>	
4.1	COSH ROW Permit	2		8		6	2	18	\$2,708.00	
<b>5</b>	<b>Bidding and Construction Administration</b>						<b>93</b>	<b>\$16,881.00</b>	<b>\$16,882.30</b>	
5.1	Bidding and Notice to Proceed	6	12	2				20	\$4,254.00	
5.2	Preconstruction Conference	2		4		2		8	\$1,344.00	
5.3	Pay Estimates	2		16		2		20	\$3,288.00	
5.4	Final Acceptance	1		4				5	\$867.00	
5.5	Meetings and Coordination	16		16		8		40	\$7,128.00	
<b>6</b>	<b>Construction Engineering and Observation</b>						<b>219</b>	<b>\$35,007.00</b>	<b>\$35,009.69</b>	
6.1	Submittal Review	6		20				26	\$4,554.00	
6.2	RFI Review	6		8				14	\$2,610.00	
6.3	Change Management	6		8				14	\$2,610.00	
6.4	Construction Observation and Reports	12		24		80		116	\$16,836.00	
6.5	Testing Report Review	3		6				9	\$1,629.00	
6.6	Post-Const. Observation	4				4		8	\$1,392.00	
6.7	Meetings and Coordination	8		16		8		32	\$5,376.00	
<b>7</b>	<b>Project Closeout Services</b>						<b>80</b>	<b>\$12,210.00</b>	<b>\$12,210.94</b>	
7.1	Testing/Startup/Commission	2		4		8		14	\$2,118.00	
7.2	Punchlist/Final Acceptance	2		6		12		20	\$2,958.00	
7.3	Record Drawings/System Maps	4		16		16		36	\$5,532.00	
7.4	Meetings and Coordination	2		4		4		10	\$1,602.00	
<b>Total</b>		<b>168</b>	<b>44</b>	<b>296</b>	<b>40</b>	<b>206</b>	<b>36</b>	<b>790</b>	<b>\$129,990.00</b>	<b>\$130,000.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$3,000
<b>Total</b>	<b>\$3,000</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$129,990
Total Estimated Expenses	\$3,000
<b>Total Fee Estimate (Rounded)</b>	<b>\$133,000</b>

**Notes and Assumptions:**

(1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.  
 (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**148th Pedestrian Bridge - City project, in review for sewer related issues, place holder**

Project Number **tbd**  
 Date **1/29/2021**  
 Prepared By **THCO**

Task/Subtask (1)		Personnel Positions and Hourly Billing Rates					DEA Labor		Total - w/ Subs., Exp. & Rounding	
		Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours		Total Est. Fee
		\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1</b>	<b>Project Management</b>							<b>26</b>	<b>\$5,218.00</b>	<b>\$5,220.89</b>
	1.1 Project Planning	8					2	10	\$1,952.00	
	1.2 Monitoring and Control	6					2	8	\$1,514.00	
	1.3 Meetings and Coordination	8						8	\$1,752.00	
<b>2</b>	<b>Plan Review</b>							<b>116</b>	<b>\$20,730.00</b>	<b>\$20,741.49</b>
	2.1 Engineering Plan Review	12		36				48	\$8,460.00	
	2.2 Engineering Report Review	4		6				10	\$1,848.00	
	2.3 System Hydraulics	2		8				10	\$1,734.00	
	2.4 Request for Information	4		16				20	\$3,468.00	
	2.5 Meetings and Coordination	12		16				28	\$5,220.00	
<b>3</b>	<b>Construction Engineering and Observation</b>							<b>169</b>	<b>\$26,883.00</b>	<b>\$26,897.90</b>
	3.1 Submittal Review	4		16				20	\$3,468.00	
	3.2 RFI Review	4		6				10	\$1,848.00	
	3.3 Construction Observation and Reports	12		20		60		92	\$13,608.00	
	3.4 Testing Report Review	3		6				9	\$1,629.00	
	3.5 Post-Const. Observation	4				4		8	\$1,392.00	
	3.6 Meetings and Coordination	6		16		8		30	\$4,938.00	
<b>4</b>	<b>Project Closeout Services</b>							<b>86</b>	<b>\$21,128.00</b>	<b>\$21,139.71</b>
	4.1 Testing/Startup/Commission	2		4		8		14	\$2,118.00	
	4.2 Punchlist/Final Acceptance	2		6		12		20	\$2,958.00	
	4.3 Record Drawings/System Maps	4		16		16		36	\$5,532.00	
	4.4 Meetings and Coordination	4		8		4		16	\$2,688.00	
	4.5 Easement Review	8	16	16				40	\$7,832.00	
<b>Total</b>		<b>109</b>	<b>16</b>	<b>196</b>	<b>0</b>	<b>112</b>	<b>4</b>	<b>437</b>	<b>\$73,959.00</b>	<b>\$74,000.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$1,500
<b>Total</b>	<b>\$1,500</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$73,959
Total Estimated Expenses	\$1,500
<b>Total Fee Estimate (Rounded)</b>	<b>\$75,500</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**

**SOP Procedures - in process by DKF, done spring 2021, DEA provides info**

Project Number **tbd**

Date **2/3/2021**

Prepared By **sc**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1</b>	<b>Initial Documents Review or Preparation</b>						<b>48</b>	<b>\$8,688.00</b>	<b>\$8,679.81</b>
	1.1 Document Coordination	8		16			24	\$4,344.00	
	1.2 Review SOP's	4		8			12	\$2,172.00	
	1.3 Final comments	4		8			12	\$2,172.00	
<b>2</b>	<b>Sub contractor</b>						<b>33</b>	<b>\$7,227.00</b>	<b>\$7,220.19</b>
	2.1 DKF SOP Prep	33					33	\$7,227.00	
	<b>Total</b>	<b>49</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>81</b>	<b>\$15,915.00</b>	<b>\$15,900.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$200
<b>Total</b>	<b>\$200</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$15,915
Total Estimated Expenses	\$200
<b>Total Fee Estimate (Rounded)</b>	<b>\$16,100</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**

**GFC - w/FCSG - in process by FCSG, done spring 2021, DEA provides info**

Project Number **thl**

Date **2/3/2021**

Prepared By **sc**

<b>Estimated DEA Labor - Civil Engineering and Land Surveying Services</b>									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Initial Documents Review or Preparation</b>							<b>86</b>	<b>\$16,668.00</b>	<b>\$16,669.04</b>
1.1 Document Coordination	12		4				16	\$3,276.00	
1.2 Background Doc Review/Prep	24		16				40	\$7,848.00	
1.3 CSP project review	8		16				24	\$4,344.00	
1.4							0	\$0.00	
1.5							0	\$0.00	
1.6							0	\$0.00	
1.7							0	\$0.00	
1.8 Final comments	4		2				6	\$1,200.00	
<b>2 Sub contractor</b>							<b>70</b>	<b>\$15,330.00</b>	<b>\$15,330.96</b>
2.1 FCSG prepare report	70						70	\$15,330.00	
<b>Total</b>	<b>118</b>	<b>0</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>156</b>	<b>\$31,998.00</b>	<b>\$32,000.00</b>

<b>Estimated Direct Expenses</b>	
Mileage & Reproduction	\$300
<b>Total</b>	<b>\$300</b>

<b>Project Fee Estimate Summary and Total</b>	
Total Estimated Labor	\$31,998
Total Estimated Expenses	\$300
<b>Total Fee Estimate (Rounded)</b>	<b>\$32,300</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate (Rounded) value.
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**O&M CIP Ridgecrest 5 (2021) - Just starting design for ad to bid winter 21-22**

Project Number **tbd**

Date **1/29/2021**

Prepared By **THCO**

Estimated DEA Labor - Civil Engineering and Land Surveying Services										
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding	
	Project Manager	Survey Manager / Two Man Crew	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee		
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00				
<b>1</b>	<b>Project Management</b>						<b>56</b>	<b>\$11,312.00</b>	<b>\$11,312.07</b>	
1.1	Project Planning	16					4	20	\$3,904.00	
1.2	Monitoring and Control	8					4	12	\$2,152.00	
1.3	Meetings and Coordination	24						24	\$5,256.00	
<b>2</b>	<b>Design - General</b>						<b>94</b>	<b>\$17,210.00</b>	<b>\$17,445.11</b>	
2.1	Survey	4	40	16	24			84	\$15,476.00	
2.2	Construction Cost Est	2		8				10	\$1,734.00	
<b>3</b>	<b>Design - Plans/Proj Mnl</b>						<b>372</b>	<b>\$58,532.00</b>	<b>\$60,098.39</b>	
3.1	Plans	24		80		80		184	\$28,536.00	
3.2	Proj Mnl, Bid & Cntrct docs	12		24		16	8	60	\$9,380.00	
3.3	Proj Mnl, Tech Specs	24		80			24	128	\$20,616.00	
<b>4</b>	<b>Permit</b>						<b>28</b>	<b>\$4,262.00</b>	<b>\$4,262.03</b>	
4.1	COSH ROW Permit	2		16		8	2	28	\$4,262.00	
<b>5</b>	<b>Bidding and Construction Administration</b>						<b>247</b>	<b>\$42,549.00</b>	<b>\$42,549.28</b>	
5.1	Bidding and Notice to Proceed	6		12				18	\$3,258.00	
5.2	Preconstruction Conference	2		4		2		8	\$1,344.00	
5.3	Pay Estimates	6		36		6		48	\$7,920.00	
5.4	Final Acceptance	1		4				5	\$867.00	
5.5	Meetings and Coordination	48		96		24		168	\$29,160.00	
<b>6</b>	<b>Construction Engineering and Observation</b>						<b>1095</b>	<b>\$157,101.00</b>	<b>\$160,872.04</b>	
6.1	Submittal Review	12		42				54	\$9,432.00	
6.2	RFI Review	6		8				14	\$2,610.00	
6.3	Change Management	6		8				14	\$2,610.00	
6.4	Construction Observation and Reports	36		72		720		828	\$112,428.00	
6.5	Testing Report Review	3		6				9	\$1,629.00	
6.6	Post-Const. Observation	4				4		8	\$1,392.00	
6.7	Meetings and Coordination	24		96		48		168	\$27,000.00	
<b>7</b>	<b>Project Closeout Services</b>						<b>80</b>	<b>\$12,210.00</b>	<b>\$12,561.08</b>	
7.1	Testing/Startup/Commission	2		4		8		14	\$2,118.00	
7.2	Punchlist/Final Acceptance	2		6		12		20	\$2,958.00	
7.3	Record Drawings/System Maps	4		16		16		36	\$5,532.00	
7.4	Meetings and Coordination	2		4		4		10	\$1,602.00	
<b>Total</b>		<b>280</b>	<b>40</b>	<b>638</b>	<b>24</b>	<b>948</b>	<b>42</b>	<b>1972</b>	<b>\$303,176.00</b>	<b>\$309,451.08</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$5,922
<b>Total</b>	<b>\$5,922</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$303,176
Total Estimated Expenses	\$5,922
<b>Total Fee Estimate (Rounded)</b>	<b>\$309,100</b>

**Notes and Assumptions:**

(1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.

(2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA

(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**Small Works System Repairs (2021/2022) - ongoing small projects in various stages, usually under \$50K constr.**

Project Number **tbd**

Date **2/1/2021**

Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services										
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding	
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee		
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00				
<b>1</b>	<b>Project Management</b>						<b>32</b>	<b>\$7,008.00</b>	<b>\$7,006.69</b>	
1.1	Project Planning	16					16	\$3,504.00		
1.2	Monitoring and Control						0	\$0.00		
1.3	Meetings and Coordination	16					16	\$3,504.00		
<b>2</b>	<b>Design - General</b>						<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	
2.1	Survey						0	\$0.00		
2.2	Construction Cost Est						0	\$0.00		
<b>3</b>	<b>Design - Plans/Proj Mnl</b>						<b>238</b>	<b>\$38,640.00</b>	<b>\$38,632.78</b>	
3.1	Plans	12		106		32	150	\$23,928.00		
3.2	Proj Mnl, Bid & Cntrct docs	8		80			88	\$14,712.00		
3.3	Proj Mnl, Tech Specs						0	\$0.00		
<b>4</b>	<b>Permit</b>						<b>44</b>	<b>\$7,356.00</b>	<b>\$7,354.63</b>	
4.1	COSH ROW Permit	4		40			44	\$7,356.00		
<b>5</b>	<b>Bidding and Construction Administration</b>						<b>24</b>	<b>\$4,116.00</b>	<b>\$4,115.23</b>	
5.1	Bidding and Notice to Proceed						0	\$0.00		
5.2	Preconstruction Conference						0	\$0.00		
5.3	Pay Estimates	4		20			24	\$4,116.00		
5.4	Final Acceptance						0	\$0.00		
5.5	Meetings and Coordination						0	\$0.00		
<b>6</b>	<b>Construction Engineering and Observation</b>						<b>32</b>	<b>\$5,184.00</b>	<b>\$5,183.03</b>	
6.1	Submittal Review			16			16	\$2,592.00		
6.2	RFI Review			16			16	\$2,592.00		
6.3	Change Management						0	\$0.00		
6.4	Construction Observation and Reports						0	\$0.00		
6.5	Testing Report Review						0	\$0.00		
6.6	Post-Const. Observation						0	\$0.00		
6.7	Meetings and Coordination						0	\$0.00		
<b>7</b>	<b>Project Closeout Services</b>						<b>12</b>	<b>\$1,908.00</b>	<b>\$1,907.64</b>	
7.1	Testing/Startup/Commission						0	\$0.00		
7.2	Punchlist/Final Acceptance						0	\$0.00		
7.3	Record Drawings/System Maps					8	8	\$1,032.00		
7.4	Meetings and Coordination	4					4	\$876.00		
<b>Total</b>		<b>64</b>	<b>0</b>	<b>278</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>382</b>	<b>\$64,212.00</b>	<b>\$64,199.64</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$500
<b>Total</b>	<b>\$500</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$64,212
Total Estimated Expenses	\$500
<b>Total Fee Estimate (Rounded)</b>	<b>\$64,700</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.



David Evans and Associates, Inc.

**Project Fee Estimate**  
**Storm Creek Repairs (2022) - possible interim help to City**

Project Number **tbd**  
 Date **2/1/2021**  
 Prepared By **SC**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>16</b>	<b>\$3,504.00</b>	<b>\$3,520.00</b>
1.1 Project Planning	8						8	\$1,752.00	
1.2 Monitoring and Control							0	\$0.00	
1.3 Meetings and Coordination	8						8	\$1,752.00	
<b>2 Design - General</b>							<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
2.1 Survey							0	\$0.00	
2.2 Construction Cost Est							0	\$0.00	
<b>3 Design - Plans/Proj Mnl</b>							<b>8</b>	<b>\$1,752.00</b>	<b>\$1,760.00</b>
3.1 Plans -Review	8						8	\$1,752.00	
3.2 Proj Mnl, Bid & Cntrct docs							0	\$0.00	
3.3 Proj Mnl, Tech Specs							0	\$0.00	
<b>4 Permit</b>							<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
4.1 COSH ROW Permit							0	\$0.00	
<b>5 Bidding and Construction Administration</b>							<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
5.1 Bidding and Notice to Proceed							0	\$0.00	
5.2 Preconstruction Conference							0	\$0.00	
5.3 Pay Estimates							0	\$0.00	
5.4 Final Acceptance							0	\$0.00	
5.5 Meetings and Coordination							0	\$0.00	
<b>6 Construction Engineering and Observation</b>							<b>4</b>	<b>\$876.00</b>	<b>\$880.00</b>
6.1 Submittal Review							0	\$0.00	
6.2 RFI Review							0	\$0.00	
6.3 Change Management							0	\$0.00	
6.4 Construction Observation and Reports	4						4	\$876.00	
6.5 Testing Report Review							0	\$0.00	
6.6 Post-Const. Observation							0	\$0.00	
6.7 Meetings and Coordination							0	\$0.00	
<b>7 Project Closeout Services</b>							<b>2</b>	<b>\$438.00</b>	<b>\$440.00</b>
7.1 Testing/Startup/Commission							0	\$0.00	
7.2 Punchlist/Final Acceptance							0	\$0.00	
7.3 Record Drawings/System Maps							0	\$0.00	
7.4 Meetings and Coordination	2						2	\$438.00	
<b>Total</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>\$6,570.00</b>	<b>\$6,602.00</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$300
<b>Total</b>	<b>\$300</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$6,570
Total Estimated Expenses	\$300
<b>Total Fee Estimate (Rounded)</b>	<b>\$6,900</b>

**Notes and Assumptions:**

(1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.

(2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA

(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**NE 200th St Hyd CIP (2022) - potential capacity driven design and construction project**

Project Number **tbid**  
 Date **2/2/2021**  
 Prepared By **THCO**

Estimated DEA Labor - Civil Engineering and Land Surveying Services										
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding	
	Project Manager	Survey Manager / Two Man Crew	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee		
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00				
<b>1</b>	<b>Project Management</b>						<b>36</b>	<b>\$6,932.00</b>	<b>\$6,931.93</b>	
1.1	Project Planning	12					4	16	\$3,028.00	
1.2	Monitoring and Control	4					4	8	\$1,276.00	
1.3	Meetings and Coordination	12						12	\$2,628.00	
<b>2</b>	<b>Design - General</b>						<b>62</b>	<b>\$11,554.00</b>	<b>\$11,739.88</b>	
2.1	Survey	4	28	4	16			52	\$9,820.00	
2.2	Construction Cost Est	2		8				10	\$1,734.00	
<b>3</b>	<b>Design - Plans/Proj Mnl</b>						<b>138</b>	<b>\$20,852.00</b>	<b>\$21,925.78</b>	
3.1	Plans	4		28		28		60	\$9,024.00	
3.2	Proj Mnl, Bid & Cntrct docs	4		16		12	6	38	\$5,816.00	
3.3	Proj Mnl, Tech Specs	4		28			8	40	\$6,212.00	
<b>4</b>	<b>Permit</b>							<b>24</b>	<b>\$3,614.00</b>	<b>\$3,613.96</b>
4.1	COSH ROW Permit	2		12		8	2	24	\$3,614.00	
<b>5</b>	<b>Bidding and Construction Administration</b>							<b>91</b>	<b>\$15,477.00</b>	<b>\$15,476.84</b>
5.1	Bidding and Notice to Proceed	6		12				18	\$3,258.00	
5.2	Preconstruction Conference	2		4		2		8	\$1,344.00	
5.3	Pay Estimates	4		20		4		28	\$4,632.00	
5.4	Final Acceptance	1		4				5	\$867.00	
5.5	Meetings and Coordination	8		16		8		32	\$5,376.00	
<b>6</b>	<b>Construction Engineering and Observation</b>							<b>170</b>	<b>\$25,494.00</b>	<b>\$26,421.73</b>
6.1	Submittal Review	4		16				20	\$3,468.00	
6.2	RFI Review	4		8				12	\$2,172.00	
6.3	Change Management	4		8				12	\$2,172.00	
6.4	Construction Observation and Reports	6		12		96		114	\$15,642.00	
6.5	Testing Report Review	2		4				6	\$1,086.00	
6.6	Post-Const. Observation	2				4		6	\$954.00	
<b>7</b>	<b>Project Closeout Services</b>							<b>72</b>	<b>\$11,046.00</b>	<b>\$11,289.88</b>
7.1	Testing/Startup/Commission	2		4		8		14	\$2,118.00	
7.2	Punchlist/Final Acceptance	2		6		12		20	\$2,958.00	
7.3	Record Drawings/System Maps	4		12		12		28	\$4,368.00	
7.4	Meetings and Coordination	2		4		4		10	\$1,602.00	
<b>Total</b>		<b>101</b>	<b>28</b>	<b>226</b>	<b>16</b>	<b>198</b>	<b>24</b>	<b>593</b>	<b>\$94,969.00</b>	<b>\$97,643.88</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$2,432
<b>Total</b>	<b>\$2,432</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$94,969
Total Estimated Expenses	\$2,432
<b>Total Fee Estimate (Rounded)</b>	<b>\$97,400</b>

**Notes and Assumptions:**

(1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.

(2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA

(3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc.

**Project Fee Estimate**  
**25th Ave NE Hyd CIP (2022 - potential capacity driven design and construction project)**

Project Number **tbd**  
 Date **2/2/2021**  
 Prepared By **THCO**

Estimated DEA Labor - Civil Engineering and Land Surveying Services									
Task/Subtask (1)	Personnel Positions and Hourly Billing Rates						DEA Labor		Total - w/ Subs., Exp. & Rounding
	Project Manager	Survey Manager / Two Man Crew	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee	
	\$219.00	\$218.00	\$162.00	\$137.00	\$129.00	\$100.00			
<b>1 Project Management</b>							<b>40</b>	<b>\$7,808.00</b>	<b>\$7,810.17</b>
1.1 Project Planning	12					4	16	\$3,028.00	
1.2 Monitoring and Control	4					4	8	\$1,276.00	
1.3 Meetings and Coordination	16						16	\$3,504.00	
<b>2 Design - General</b>							<b>66</b>	<b>\$12,426.00</b>	<b>\$12,635.45</b>
2.1 Survey	4	32	4	16			56	\$10,692.00	
2.2 Construction Cost Est	2		8				10	\$1,734.00	
<b>3 Design - Plans/Proj Mnl</b>							<b>250</b>	<b>\$38,716.00</b>	<b>\$40,292.75</b>
3.1 Plans	12		56		56		124	\$18,924.00	
3.2 Proj Mnl, Bid & Cntrct docs	8		16		12	6	42	\$6,492.00	
3.3 Proj Mnl, Tech Specs	12		56			16	84	\$13,300.00	
<b>4 Permit</b>							<b>24</b>	<b>\$3,614.00</b>	<b>\$3,615.00</b>
4.1 COSH ROW Permit	2		12		8	2	24	\$3,614.00	
<b>5 Bidding and Construction Administration</b>							<b>121</b>	<b>\$20,301.00</b>	<b>\$20,306.64</b>
5.1 Bidding and Notice to Proceed	6		12				18	\$3,258.00	
5.2 Preconstruction Conference	2		4		2		8	\$1,344.00	
5.3 Pay Estimates	4		18		4		26	\$4,308.00	
5.4 Final Acceptance	1		4				5	\$867.00	
5.5 Meetings and Coordination	12		36		16		64	\$10,524.00	
<b>6 Construction Engineering and Observation</b>							<b>468</b>	<b>\$68,088.00</b>	<b>\$70,426.91</b>
6.1 Submittal Review	10		24				34	\$6,078.00	
6.2 RFI Review	6		8				14	\$2,610.00	
6.3 Change Management	6		8				14	\$2,610.00	
6.4 Construction Observation and Reports	24		48		320		392	\$54,312.00	
6.5 Testing Report Review	2		4				6	\$1,086.00	
6.6 Post-Const. Observation	4				4		8	\$1,392.00	
<b>7 Project Closeout Services</b>							<b>72</b>	<b>\$11,046.00</b>	<b>\$11,313.07</b>
7.1 Testing/Startup/Commission	2		4		8		14	\$2,118.00	
7.2 Punchlist/Final Acceptance	2		6		12		20	\$2,958.00	
7.3 Record Drawings/System Maps	4		12		12		28	\$4,368.00	
7.4 Meetings and Coordination	2		4		4		10	\$1,602.00	
<b>Total</b>	<b>159</b>	<b>32</b>	<b>344</b>	<b>16</b>	<b>458</b>	<b>32</b>	<b>1041</b>	<b>\$161,999.00</b>	<b>\$166,667.07</b>

Estimated Direct Expenses	
Mileage & Reproduction	\$4,356
<b>Total</b>	<b>\$4,356</b>

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$161,999
Total Estimated Expenses	\$4,356
<b>Total Fee Estimate (Rounded)</b>	<b>\$166,400</b>

**Notes and Assumptions:**

- (1) Scope of Work is for document review per element with time allocated above, for conformance with City standards.
- (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA
- (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.



**Exhibit A**  
**David Evans and Associates, Inc.**  
**2021-2022 Puget Sound Region**  
**Hourly Billing Rates**

Rodney Langer	Principal in Charge	\$218.00
Evan Henke	Principal in Charge	\$216.00
Scott Christensen	Principal in Charge	\$219.00
Mary Dahl	Project Manager III	\$176.00
Craig Christensen	Professional Engineer III	\$162.00
Logan Lee	Professional Engineer I	\$128.00
Tucker Collins	Professional Engineer I	\$137.00
William (Billy) Gibbs	Engineering Designer II	\$105.00
David Jensen	Designer II	\$129.00
Scott Stcherbinine	GIS Analyst II	\$117.00
	Administrative Assistant	\$100.00
	Survey Manager	\$218.00
	Senior Professional Land Surveyor	\$196.00
	Professional Land Surveyor	\$175.00
	Survey Technician III	\$155.00
	Survey Technician II	\$130.00
	Survey Technician I	\$110.00
	2 Person Survey Field Crew	\$218.00
	Mileage	IRS Rate
	Subconsultants	Cost plus 10%
	Other Expenses	Cost plus 10%

*Hourly rates for personnel or positions not listed above shall be billed at a rate of 3.0 times their hourly rate of pay.*

*Standard hourly rates are subject to adjustment effective March 1, 2022.*



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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute a Ridgecrest Park Property Exchange and Mitigation Agreement with Sound Transit
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Juniper Nammi, Light Rail Project Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The Sound Transit proposed Lynnwood Link Extension (LLE) light rail project is permanently impacting Ridgecrest Park due to partial fee and easement acquisitions necessary for construction of the light rail guideway (tracks), a new cul-de-sac street end for NE 161<sup>st</sup> Street, and relocation of the sanitary sewer east into the park. City staff have worked with Sound Transit to reach agreement on compensation for these impacts through restoration of impacted amenities and replacement of park property with adjacent property to ensure that King County Forward Thrust covenant requirements are met.

Council authorized execution of an Administrative Possession and Use Agreement (Exhibit I of Attachment A) on July 22, 2019, to allow more time for negotiation of a property exchange agreement that would clearly document the compensation being provided to the City in exchange for the easements and fee acquisitions needed for the LLE Project. The fee and easement acquisitions needed by Sound Transit, as well as the related Public Rights-of-Way (ROW) Dedication deed for the new NE 161<sup>st</sup> Street cul-de-sac area, were previously authorized by Council on June 24, 2019, and the Temporary Construction Easement has been executed.

Property acquired by Sound Transit to replace the fee acquisition from existing Park property was identified at that time as the two parcels east of the current parking lot of the park (PN 2111600040 and PN 2111600035). These properties will be deeded to the City as replacement park area and a small portion of ROW dedication per the proposed Property Exchange and Mitigation Agreement (Property Agreement) included as Attachment A. The Property Agreement is now finalized and ready for Council consideration. This Property Agreement needs to be executed prior to opening the new park parking lot for public use. The parking lot is anticipated to be sufficiently completed in early to mid-April 2021, as soon as weather allows for paving of the parking lot and final landscaping completion.

**RESOURCE/FINANCIAL IMPACT:**

Sound Transit will be compensating the City for the necessary fee property acquisition and easements for this work within Ridgecrest Park in the form of new park property and improvement replacement as documented in this Agreement. Completion of the replacement park amenities and deed transfer of the replacement property and ROW Dedication will allow for release of the escrow deposit required under the Possession and Use Agreement back to Sound Transit. Maintenance and operational cost for the replaced park amenities has not been estimated by City staff but is expected to be comparable to as the impacted amenities.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the proposed Ridgecrest Park Property Exchange and Mitigation Agreement and further authorize the City Manager to execute all documents necessary to effectuate the exchange, including the proposed Ridgecrest Park Fee Acquisition Bargain and Sale Deed and the proposed Public Rights-of-Way Dedication Deed in substantially the form as attached to the Property Agreement or in a form acceptable to the City Attorney.

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



## **INTRODUCTION**

The Sound Transit proposed Lynnwood Link Extension (LLE) light rail project is permanently impacting Ridgecrest Park due to partial fee and easement acquisitions necessary for construction of the light rail guideway (tracks), a new cul-de-sac street end for NE 161<sup>st</sup> Street, and relocation of the sanitary sewer east into the park. City staff in the City Manager's Office, Parks, Public Works, and Planning departments worked with the Sound Transit's design team to reach a final design that would address cost and design issues for the project, while also meeting both the Federal park protection regulations and the local property covenant protection. The final design necessitates both temporary construction and permanent fee and easement acquisitions for the scope of the project and adequately replaces the impacted property and improvements with equal or greater value improved park land.

City staff have worked with Sound Transit to reach agreement on compensation for these impacts through restoration of impacted amenities and replacement of park property with adjacent property to ensure that King County Forward Thrust covenant requirements are met. Tonight, the City Council is being asked to authorize the City Manager to execute the proposed Ridgecrest Park Property Exchange and Mitigation Agreement (Attachment A) to document and formalize the property and improvement compensation as agreed by concurrence letter in March 2018.

## **BACKGROUND**

Staff presented to Council the proposed impacts to Ridgecrest Park due to Sound Transit's LLE Project on June 24, 2019. At that meeting, Council authorized execution of the required temporary and permanent easements for these impacts, as well as authorizing finalization and execution of the applicable deed and agreements necessary. At the Council's July 22, 2019 meeting, the City Council authorized a revised version of the Ridgecrest Park Possession and Use Agreement to include the appraised value of the easements and requiring an escrow deposit in the total amount of \$354,400 to be held until a property exchange agreement could be negotiated and executed, final deeds and easements are recorded transferring the property interests, and required mitigation improvements are constructed. A link to the staff reports from these meetings are provided below.

- **June 24, 2019:**  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport062419-7i.pdf>.
- **July 22, 2019:**  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport072219-7e.pdf>.

## **DISCUSSION**

The Administrative Possession and Use Agreement entered into with Sound Transit on July 31, 2019 specifies in Section 4 that the City and Sound Transit "shall continue negotiations regarding the consideration to be provided by Sound Transit for the

Property Interests.” The Property Agreement proposed for Council action tonight is the result of those negotiations and documents the following exchange of property interests and improvements for acquisitions required and impacts to infrastructure that could not be avoided.

The City will convey to Sound Transit the listed Park Property Interests (included as exhibits to Attachment A) in the parcels known as Ridgecrest Park including:

- Ridgecrest Park Fee Take Acquisitions Bargain and Sale Deed (Exhibit B)
- Wall Maintenance Easement for noise wall (Exhibit C)
- Utilities Easement for wastewater main relocation (Exhibit D)
- Subsurface Anchors Easement for retaining wall anchors (Exhibit E)
- Temporary Construction Easement for construction of the LLE Project (Exhibit F, executed but not recorded)

These agreements were previously authorized by the City Council for execution by the City Manager on June 19, 2019 and July 22, 2019.

Sound Transit will convey to the City the replacement property interests identified as ST Property including:

- Bargain and Sale Deed of two parcels as new park property (Exhibits G and J)
- ROW Dedication Deeds of area required for new cul-de-sac on NE 161<sup>st</sup> Street (Exhibit J)

### **Forward Thrust Covenant**

As previously mentioned, the property exchange is necessitated by the agreement between the City and King County by Interlocal Agreement (Clerks Receiving #240) to include in the deed for Ridgecrest Park the following specific covenant due to King County Forward Thrust Bond requirements that funded purchase of the park:

*“The City covenants to operate and maintain the site in perpetuity as a public open space or as a public parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and recreational value or open space value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that all user fees, including charges by any lessees, concessionaires, or other assignees shall be the same rate for non-City residents as for the residents for the City, unless the city has imposed specifically dedicated resources to fund recreation programs, and such different fees provide for equitable contributions to be made by City and non-City residents.”*

This deed restriction will be extinguished from the park property to be acquired by Sound Transit and will be applied to the new property being deeded to the City as provisions in the Bargain and Sale Deeds (Exhibits B and J).

The Council previously authorized the City Manager to finalize a Statutory Warranty Deed for the fee take acquisitions from Ridgecrest Park by Sound Transit, however the change to a Bargain and Sale Deed plus addition of this

deed restriction extinguishment is different enough that staff is requesting authorization from the City Council for the City Manager to execute this Bargain and Sale Deed (Exhibit B) instead of the previous Statutory Warranty Deed.

### **ROW Dedication**

As a condition of the LLE Project Special Use Permit (PLN18-0140) and the ROW Use permit for this portion of the LLE Project (ROW19-0327), Sound Transit must dedicate ROW to the City for the new frontage improvements they are building. At NE 161<sup>st</sup> Street adjacent to Ridgecrest Park, this is a new cul-de-sac street end with sidewalk (Attachment B). This ROW dedication requirement is the basis for the fee take acquisition area on the south side of PN 2111600046 where the new cul-de-sac bulb with sidewalk and a portion of shared use path will be constructed. Additionally, the cul-de-sac area includes a small portion of the southwest corner of PN 2111600040 which will need to also be dedicated to the City as ROW. City staff asked that Sound Transit pursue dedication of the required ROW areas concurrent with the Bargain and Sale Deed, but it is not required until after construction and prior to start of light rail revenue service per the conditions of the LLE Project Special Use Permit.

The proposed Public ROW Dedications would be in substantially the form attached to the Property Agreement (Exhibit J). Council previously authorized the City Manager to execute the ROW Dedication Deed for the portion of fee take acquisition from the Ridgecrest Park property (PN 2111600046), but it did not include the dedication on the ST Property that is also needed for a complete ROW area for the cul-de-sac improvements. Council is now requested to authorize the City Manager to also execute a Public ROW Dedication Deed for dedication from the ST Property (PN 2111600040).

### **Mitigation of Impacts to Park Infrastructure**

The LLE Project is impacting, and will replace or modify, existing infrastructure in Ridgecrest Park as approved under site development permit DEV19-0328 and the required plumbing, wastewater, and sign permits, including the following:

- Parking Lot
- Parking Lot Lighting
- Drinking Fountain
- Park Identification Sign
- Irrigation Controls and Sprinklers

Where existing infrastructure needs to be replaced, it must be reinstalled/constructed to current codes which is reflected in the design. For example, the gravel parking lot is being replaced with a paved lot with stormwater controls added and improved parking lot lighting. Frontage improvements are also required adjacent to the park – both new and existing frontages so sidewalks will be added to connect down to the new segment of shared use path being constructed where 1<sup>st</sup> Avenue NE used to connect through to NE 159<sup>th</sup> Street.

The permit conditions for the LLE Project specifically required that the replacement parking lot be completed within 1.5 years of the start of construction work in the park. That would have been February 14, 2021. Unfortunately, completion of the parking lot has been impacted by factors outside Sound Transit's control, including adverse weather conditions in the timeframe this work should have been completed. The timing and minimum requirements for opening the parking lot to the public are specified in this agreement in Section 4. Additional Mitigation Measures and highlighted yellow in the Parking Lot Minimum Completion – Markup Drawings (Exhibit K). Sound Transit also needs the City to be fully responsible for operation of the parking lot when it is opened to public use. The Property Agreement provides that legal clarity in Section 5. Replacement Parking Lot Operation.

Additionally, the Property Agreement includes provisions for replacement of the other impacted park infrastructure, how changes would be managed if necessary, and final acceptance by the City.

### **PUBLIC OUTREACH**

The record of public outreach completed by Sound Transit and the City with regards to the impacts and proposed improvements to Ridgecrest Park are summarized in the staff report for the June 24, 2019, Council meeting. Since that environmental review and design outreach, Sound Transit has also sent a construction alert to the neighborhood around the park and to their email lists for the LLE Project within Shoreline, communicating the partial closures of the park and parking lot in July of 2019. In February 2021, Sound Transit sent another construction alert informing the neighborhood of delay to reopening the parking lot for the park by a couple months beyond the planned year and a half of closure.

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

Authorization to execute this Property Agreement would support the 2021-2023 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline* by furthering Action Step 4. Work collaboratively with Sound Transit to complete the permitting phase of the Lynnwood Link Extension Project and coordinate on project construction and inspection. The park mitigation replacement of impacted infrastructure and construction of adjacent frontage improvements also supports *Goal 2 - Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment* by providing an incremental step towards implementation of the PROS and the Ridgecrest Park Master Plan construction.

### **RESOURCE/FINANCIAL IMPACT**

Sound Transit will be compensating the City for the necessary fee property acquisition and easements for this work within Ridgecrest Park in the form of new park property and improvement replacement as documented in this Agreement. Completion of the replacement park amenities and deed transfer of the replacement property and ROW Dedication will allow for release of the escrow deposit required under the Possession and Use Agreement back to Sound Transit. Maintenance and operational cost for the

replaced park amenities has not been estimated by City staff but is expected to be comparable to as the impacted amenities.

### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the proposed Ridgecrest Park Property Exchange and Mitigation Agreement and further authorize the City Manager to execute all documents necessary to effectuate the exchange, including the proposed Ridgecrest Park Fee Acquisition Bargain and Sale Deed and the proposed Public Rights-of-Way Dedication Deed in substantially the form as attached to the Property Agreement or in a form acceptable to the City Attorney.

### **ATTACHMENTS**

- Attachment A – Ridgecrest Park Property Exchange and Mitigation Agreement
  - Exhibit A – Ridgecrest Park legal Description
  - Exhibit B – Ridgecrest Park Fee Acquisition Bargain and Sale Deed
  - Exhibit C – Wall Maintenance Easement
  - Exhibit D – Utilities Easement
  - Exhibit E – Subsurface Anchors Easement
  - Exhibit F - Temporary Construction Easement
  - Exhibit G – Sound Transit Property
  - Exhibit H – Letter of Concurrence, March 18, 2018
  - Exhibit I – Possession and Use Agreement and Exhibits thereto
  - Exhibit J – Deed Templates
  - Exhibit K – Parking Lot Minimum Completion – Mark-up Drawings
- Attachment B – Ridgecrest Park ROW Dedication Areas

**RIIDGECREST PARK PROPERTY EXCHANGE  
AND MITIGATION AGREEMENT**

**GA 0002-21/City Receiving # 9897**

This Property Exchange and Mitigation Agreement (this “Agreement”) is made and entered into by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority, and its successors and assigns (“Sound Transit”), and the CITY OF SHORELINE, a municipal corporation (the “City”). This Agreement is and shall be effective as of the date last signed below (“Effective Date”). Sound Transit and the City may be referred to as “Party” or collectively as “Parties.”

**Recitals**

- A. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 Revised Code of Washington (“RCW”) with all the powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the power to acquire and dispose of real property for such purposes.
- B. The City is a non-charter optional municipal code city organized pursuant to chapter 35A RCW and incorporated under the laws of the State of Washington with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.
- C. Sound Transit is in the process of developing its Lynnwood Link Extension light rail project (the “Project”), which will extend Sound Transit’s high capacity transit system to Lynnwood, Washington. Portions of the Project will be constructed and operated within the City’s boundaries.
- D. The City is the owner of a municipal park commonly known as Ridgecrest Park (the “Park”), which is legally described on **Exhibit A** hereto.
- E. In connection with the Project, Sound Transit is acquiring the following property interests in the Park: (i) a fee acquisition as described and depicted on **Exhibit B** hereto; (ii) a permanent wall maintenance easement as described and depicted on **Exhibit C** hereto; (iii) a permanent utilities easement as described and depicted on **Exhibit D** hereto; (iv) a permanent subsurface anchors easement as described and depicted on **Exhibit E** hereto; and (v) a temporary construction easement as described and depicted on **Exhibit F** hereto (collectively, the “Park Property Interests”).
- F. The Park is a “Section 4(f)” property under the Department of Transportation Act, 49 USC § 303 (the “Act”), in that the City determined it to be a significant publicly-owned park. Sound Transit’s acquisitions of the Park Property Interests will have impacts on the Park. The Federal Transit Administration (FTA) and the City agreed to mitigate these impacts in accordance with a Letter of Concurrence dated July 25, 2014.

G. Sound Transit owns the parcels of real property adjacent to the Park described and depicted on **Exhibit G** hereto (the “ST Property”). Sound Transit acquired the ST Property for the purpose of providing the mitigation contemplated hereunder.

H. The City, as the official with jurisdiction for purposes of the Act, has identified the following measures to mitigate the impacts resulting from Sound Transit’s acquisition of the Park Property Interests:

- 1) Replacement of the Park Property Interests with the ST Property;
- 2) Construction of a replacement parking lot (paved with no less than twenty (20) parking stalls) and ADA access to the Park to be located on a portion of the ST Property and existing Park property, constructed in accordance with all applicable City standards for drainage, landscaping, lighting, and frontage improvements (the “Replacement Parking Lot”);
- 3) Replacement of Park infrastructure, such as the Park sign, drinking fountain, and irrigation system;
- 4) Maintenance of public access to the Park throughout construction of the Project.

I. The Parties are parties to a letter of concurrence dated March 18, 2018 (the “Letter of Concurrence”) that further updates the letter of concurrence referenced in Recital F, above, and memorializes the Parties’ agreement with respect to the foregoing mitigation measures. A copy of the Letter of Concurrence is attached hereto as **Exhibit H**.

J. The Parties are likewise parties to that certain Administrative Possession and Use Agreement (the “P&U Agreement”) pursuant to which the City granted Sound Transit possession and use of the Park Property Interests in exchange for Sound Transit’s deposit into escrow of the sum representing Sound Transit’s appraised value of the Park Property Interests (the “Escrowed Funds”). The escrow agent holding the Escrowed Funds is Chicago Title Company (the “Escrow Agent”). Under the P&U Agreement, the Parties agreed that, upon consummation of the terms of this Agreement, the Escrowed Funds would be refunded to Sound Transit. A copy of the P&U Agreement is attached hereto as **Exhibit I**.

K. The Parties are in agreement that conveyance of the ST Property to the City, along with Sound Transit’s performance of the additional mitigation measures set forth in recitals H.2 through H.4, above (the “Additional Mitigation Measures”), constitute both (a) sufficient mitigation for the impacts to the Park resulting from Sound Transit’s acquisition of the Park Property Interests and (b) full value and sufficient consideration for the Park Property Interests, and also satisfy all terms of the Special Use Permit (SPL 18-0140) Revised Conditions of Approval E1, E2 and J5.

### Agreement

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

#### **SECTION 1. EXHIBITS**

The following Exhibits are attached and incorporated into this Agreement:

Exhibit A: Ridgecrest Park Legal Description

Exhibit B: Ridgecrest Park Fee Acquisition Bargain and Sale Deed

Exhibit C: Wall Maintenance Easement

Exhibit D: Utilities Easement

Exhibit E: Subsurface Anchor Easement

Exhibit F: Temporary Construction Easement

Exhibit G: Sound Transit Property

Exhibit H: March 18, 2018 Letter of Concurrence

Exhibit I: Possession and Use Agreement

Exhibit J: Deed Templates

Exhibit K: Parking Lot Minimum Completion – Markup Drawings

## SECTION 2. CONVEYANCE.

- 2.1. **ST Property.** On or before the Closing Date (defined below), Sound Transit shall execute, for each parcel of the ST Property, a bargain and sale deed or public right-of-way dedication deed in substantially the form attached hereto as **Exhibit J** and deliver the same to the Escrow Agent.
- 2.2. **Park Property Interests.** On or before the Closing Date, the City shall execute: (i) a bargain and sale deed in substantially the form attached hereto as **Exhibit B**; (ii) a permanent wall maintenance easement in substantially the form attached hereto as **Exhibit C**; (iii) a permanent subsurface utilities easement in substantially the form attached hereto as **Exhibit D**; (iv) a permanent subsurface anchors easement in substantially the form attached hereto as **Exhibit E**; and (v) temporary construction easement in substantially the form attached hereto as **Exhibit F**, and deliver the same to the Escrow Agent. The documents referenced herein, along with the bargain and sale deeds referenced in Subsection 2.1 above, are collectively referred to herein as the “Conveyance Documents.”
- 2.3. **Recording.** On or before the Closing Date, upon delivering to the Escrow Agent all of the Conveyance Documents, the Parties shall jointly instruct the Escrow Agent to record the Conveyance Documents.
- 2.4. **Disbursement of Escrowed Funds.** The Parties shall jointly instruct the Escrow Agent to disburse the Escrowed Funds to Sound Transit concurrently with recording the Conveyance Documents.



**SECTION 3. CLOSING DATE.** The “Closing Date” shall not be later than forty-five (45) calendar days after the City’s concurrence in writing that the Additional Mitigation Measures are complete, or such earlier or later date as is mutually agreed upon by the Parties.

**SECTION 4. PERFORMANCE OF ADDITIONAL MITIGATION MEASURES.**

**4.1. Additional Mitigation Measures.**

Sound Transit shall perform the following Additional Mitigation Measures:

**4.1.1.** Construction of the Replacement Parking Lot within 1.5 years of the start of early construction work in the Park or as soon as possible thereafter if construction is delayed due to adverse weather. For the purpose of this agreement, “start of early construction work” means February 14, 2021;

**4.1.2.** The Replacement Parking Lot shall be constructed in accordance with all applicable City standards, including drainage, landscaping, lighting, and frontage improvements;

**4.1.3.** Replacement Parking Lot completion within 1.5 years shall, at a minimum, include grading, paving, curb, access ramp and path into the Park, permanent lighting, Type 1 landscape buffering on east side of Replacement Parking Lot, temporary drainage measures, and temporary access for both pedestrians and vehicles into the Replacement Parking Lot until frontage improvements are completed as depicted and attached hereto as **Exhibit K**;

**4.1.4.** Replacement of additionally impacted Park infrastructure shall include a new park identification sign, a drinking fountain compliant with current codes, and repair, relocation, or replacement of impacted irrigation system elements;

**4.1.5.** Public access to the Park shall be maintained throughout construction of the Project.

**4.2. Approved Drawings.** Sound Transit shall perform the Additional Mitigation Measures in accordance with the construction plan drawings as approved under the Zone 7 Main Package ROW and Site Development Permits – ROW19-0327 and DEV19-0328 respectively, which have been reviewed and approved by the City (the “Approved Drawings”) as well as required plumbing permits.

**4.3. Material Changes.** If Sound Transit makes any changes to the Approved Drawings that require code review and/or permit, Sound Transit shall submit revised drawings depicting such changes to the City for review and prior written approval under the applicable permits; such approval shall not to be unreasonably withheld. The City shall have fourteen (14) business days to approve any changes or to request corrections to the drawings unless another time period is mutually agreed upon by the Parties. If the City requests corrections to the revisions, then the above submittal response period shall continue to apply until such time as the City approves the changes.

- 4.4. Completion.** The Additional Mitigation Measures shall be deemed complete when (a) Sound Transit has submitted written notification and documentation indicating that the Additional Mitigation Measures are complete; and (b) the City has performed an inspection to ensure the Additional Mitigation Measures are complete to the City's satisfaction, and (c) the City has concurred in writing to the same. The City shall endeavor to perform its acceptance inspection within ten (10) business days of Sound Transit's notification unless another time period is mutually agreed upon by the Parties. Provided, in no instance shall the Additional Mitigation Measures be deemed complete until the City has provided the written concurrence as provided in (c) of this subsection.

**SECTION 5. REPLACEMENT PARKING LOT OPERATION.** Upon and after opening the Replacement Parking Lot to the public, the City shall at all times be responsible for its operation, maintenance, repair, insurance, and security, and for the operation, maintenance, repair, insurance, and security of all improvements located thereon, whether or not Sound Transit has conveyed the ST Property to the City, except for repair due to substandard work of Sound Transit's contractor that is discovered after the City's acceptance of the parking lot. Provided, however, that landscape maintenance on the Replacement Parking Lot shall remain Sound Transit's responsibility until the completion of the Additional Mitigation Measures. Further provided that Sound Transit shall be responsible for any damage that occurs to the Replacement Parking Lot and improvements located thereon due to Sound Transit's construction activities for the Project. If a property interest in the ST Property is transferred to the City before all mitigation is completed a TCE may be necessary for completion of Sound Transit's work.

**SECTION 6. "AS IS" CONVEYANCES.**

- 6.1. Park Property Interests.** Sound Transit is acquiring the Park Property Interests solely in reliance on Sound Transit's own investigation, inspection and testing thereof, and except for the express representations and warranties contained in this Agreement, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the Park Property Interests or its fitness, condition or suitability for any use or purpose, have been made by the City or any party acting on behalf of the City. Except as specifically provided in this Agreement, Sound Transit is acquiring the Park Property Interests "as is" and "where is" with any and all damage, faults and defects. Sound Transit agrees that all reports, studies, analyses, maps, drawings, materials and other documents provided by the City to Sound Transit are provided only as an accommodation to Sound Transit, with no representation or warranty as to their completeness, reliability, sufficiency, or accuracy.
- 6.2. ST Property.** The City is acquiring the ST Property solely in reliance on the City's own investigation, inspection and testing of the property, and except for the express representations and warranties contained in this Agreement, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the ST Property or its fitness, condition or suitability for any use or purpose, have been made by Sound Transit or any party acting on behalf of Sound Transit. Except as specifically provided

in this Agreement, the City is acquiring the ST Property “as is” and “where is” with any and all damage, faults and defects. The City agrees that all reports, studies, analyses, maps, drawings, materials and other documents provided by Sound Transit to the City are provided only as an accommodation to the City, with no representation or warranty as to their completeness, reliability, sufficiency, or accuracy.

**SECTION 7. COSTS.** Each Party shall be responsible for its own out-of-pocket costs and fees pertaining to the transactions contemplated in this Agreement, including without limitation appraiser fees, survey costs, title policy premiums, attorneys’ fees, and environmental investigation costs. In the event any portion of the Park Property Interests or the ST Property is subject to any assessment or other charge of any nature whatsoever payable in the year of Closing, such assessment or other charge shall be pro-rated as of the Closing Date. Sound Transit shall be solely responsible for all escrow fees, recording costs, and other administrative fees assessed by the Escrow Agent.

**SECTION 8. INDEMNITY.**

- 8.1. Mutual Indemnification.** Each Party shall 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, judgments, and/or awards of damages (both to persons and property) (“Claims”), arising out of, or in any way resulting from, its negligent acts or omissions. Additionally, Sound Transit shall defend, indemnify and hold the City and its successors and assigns harmless from and against any and all Claims suffered or incurred by reason of or during the ownership, maintenance, and/or operation of each parcel of ST Property by Sound Transit prior to Closing on such parcel; and the City shall defend, indemnify and hold Sound Transit and its successors and assigns harmless from and against any and all Claims suffered or incurred by reason of or during the ownership, maintenance, and/or operation of the Park by the City prior to Closing. Neither Party shall be required to defend, indemnify or save harmless the other Party to the extent the Claim is caused by the sole negligence of the other Party.
- 8.2. Concurrent Negligence.** Where such Claims result from concurrent negligence of the Parties, or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party’s own negligence. Each Party 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 Party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification was specifically and mutually negotiated by each of the Parties and shall survive the termination of this Agreement.
- 8.3. Survival.** The indemnification obligations provided in this Section 8 shall survive termination of this Agreement.

**SECTION 9. DISPUTE RESOLUTION.**

- 9.1. Level One.** The Designated Representatives of each Party shall use their best efforts to resolve any disputes between the Parties related to or arising out of this Agreement. If an issue is not resolved by informal cooperative efforts, the Designated Representative shall notify the other in writing of any issue or dispute they believe requires resolution. Upon receipt of written notification, the Designated Representatives shall meet within three days to attempt to resolve the matter. Supporting documentation and information shall be provided as requested.
- 9.2. Level Two.** In the event that a dispute or issue is not resolved by the Designated Representatives, the matter shall be referred to the Sound Transit Executive Project Director – Lynnwood Link and the City’s Public Works Director, or their designee. The Designated Representatives, individually or jointly, shall provide written notice to the Directors that they were unable to resolve the dispute. The Directors shall meet within seven (7) business days of the date of the written notice and in good faith attempt to resolve the matter.
- 9.3. Level Three.** In the event these persons are unable to resolve the matter, the matter shall be referred to the Sound Transit Design and Engineering Construction Management Executive Director or Designee and the City of Shoreline City Manager. The Level 2 Directors, individually or jointly, shall provide written notice to the Director and City Manager that they were unable to resolve the dispute. The Director and the City Manager shall meet and in good faith attempt to resolve the matter within fourteen (14) business days of the date of the written notice.
- 9.4. Exhaustion.** This Dispute Resolution process shall be exhausted prior to initiating legal action, but shall not be considered the exclusive opportunity or tool to resolve any issues prior to initiating legal action.

**SECTION 10. DESIGNATED REPRESENTATIVE.** Each Party hereby designates the following Designated Representatives or their successors in title, who shall be the Party’s primary point of contact for the purposes outlined in this Agreement. Either Party may from time to time change its Designated Representative by providing notice to the other Party of such change in the manner set forth in Section 12. Replacement of either Party’s Designated Representative will not constitute an amendment to this Agreement.

**The City:**

Name: Juniper Nammi  
 Title: Light Rail Project Manager  
 Address: 17500 Midvale Ave N,  
 Shoreline WA 98133

**Sound Transit:**

Name: Barbara Hinkle  
 Title: Project Manager  
 Address: 401 S Jackson St,  
 Seattle WA 98104

**SECTION 11. COOPERATION.** The Parties agree to cooperate to the extent reasonably required to effect the purposes of this Agreement, including without limitation by negotiating, executing, and delivering any and all documents or instruments, and taking any and all actions that may be necessary or appropriate to give full force and effect to the terms and conditions of this Agreement.

**SECTION 12. NOTICES.**

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

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

**SECTION 13. MISCELLANEOUS.**

**13.1. Entire Agreement; Amendments.** This Agreement (including its exhibits) contains the entire agreement between the Parties. Oral statements or prior written matter not specifically incorporated into this Agreement have no force or effect. No variation, modification, or change to this Agreement binds either party unless set forth in a document signed by the parties or their duly authorized agents, officers, or representatives.

**13.2. Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

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

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

**13.5. Attorneys' Fees.** In the event either Party brings an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, or covenant, or to enforce any of the rights of either Party hereunder, the prevailing shall be entitled to recover from the other party its reasonable attorneys' fees and costs (including without limitation expert fees and court costs), in addition to any other relief to which such party may be entitled

**13.6. No Third-Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other

person or entity shall have any right of action based upon any provision of this Agreement.

**13.7. Relationship.** Nothing in this Agreement may be deemed or construed by the Parties hereto, nor by any other party, as creating a relationship of principal and agent or of partnership or joint venture between the Parties.

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

**13.9. No Waiver of Permitting Authority.** Nothing set forth in this Agreement shall be deemed a waiver of the City’s permitting authority or regulatory authority nor an approval of any specific project or development. Nothing in this Agreement shall be deemed a predetermination of compliance with applicable codes and regulations, nor otherwise limit or affects the City’s exercise of its police power.

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

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

**SOUND TRANSIT**

**CITY OF SHORELINE**

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

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

Authorized by City Council on April 5, 2021

Approved as to form:

Approved as to form:

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

\_\_\_\_\_  
By: City Attorney’s Office

EXHIBIT A  
RIDGECREST PARK LEGAL DESCRIPTION  
(1 of 2)

Attachment A

EXHIBIT "A"

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

EXHIBIT A  
RIDGECREST PARK LEGAL DESCRIPTION  
(2 of 2)  
EXHIBIT "A"

Attachment A

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*



**EXHIBIT B**  
**RIDGECREST PARK FEE ACQUISITION BARGAIN AND SALE**  
**DEED**  
**(1 of 8)**

**WHEN RECORDED RETURN TO:**

Sound Transit  
 Real Property Division  
 401 S. Jackson Street  
 Seattle, WA 98104-2826

**BARGAIN AND SALE DEED**  
**(SHORELINE, WASHINGTON)**

**Grantor(s):** City of Shoreline

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9 & 10, Block 1, Volume 57 of Plats, Page 57.

**Assessor's Tax Parcel No(s):** 2111600046 & 2881700193

**ROW No(s):** LL180 & LL181

**City of Shoreline, a municipal corporation** "Grantor"), for and in consideration of Ten Dollars (\$10.00), the mutual covenants and conditions contained herein, and for other good and valuable consideration, in hand paid, conveys, and warrants to **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT")**, a regional transit authority of the State of Washington, the following described real estate (the "Property"), situated in the County of King, State of Washington: **See Exhibits "A, B and C."**

**Tax Parcel Number: 2111600046 & 2881700193**

The Property was acquired, developed, constructed, or improved in whole or in part from the proceeds of the bonds authorized by King County Resolution 34571 (1967), commonly referred to as Forward Thrust bonds. Pursuant to Section 7 of that Resolution, the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for public park and recreational facilities, and shall not be converted to a different use unless other equivalent lands and facilities within the City of Shoreline are received in exchange therefore. The City and Sound Transit have entered into an agreement by which Sound Transit has agreed to convey equivalent lands, referenced by City Clerk Receiving #9897 and Sound Transit #GA 0002-21. Upon recording of the document transferring title of the equivalent land from Sound Transit to the

R/W #LL180 &amp; LL181

LPB-10(i) 7/97



Attachment A

**EXHIBIT B**  
**RIDGECREST PARK FEE ACQUISITION BARGAIN**  
**AND SALE DEED**  
**(3 of 8)**  
**EXHIBIT "A"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

**EXHIBIT B**  
**RIDGECREST PARK FEE ACQUISITION**  
**BARGAIN AND SALE DEED**  
**(4 of 8)**  
**EXHIBIT "B"**

Attachment A

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Fee Take Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;  
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE **END** OF THE HEREIN DESCRIBED LINE.

CONTAINING 481 SQUARE FEET, MORE OR LESS

**TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:**

**BEGINNING** AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET;  
THENCE N13°42'07"E A DISTANCE OF 36.10 FEET;  
THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N76°17'53"W;  
THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET;  
THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.50 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'46", AN ARC DISTANCE OF 34.48 FEET TO THE EAST LINE OF GRANTOR'S PARCEL;  
THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,889 SQUARE FEET, MORE OR LESS

ALL CONTAINING 2,370 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 5/7/19*

**EXHIBIT B**  
**RIDGECREST PARK FEE ACQUISITION BARGAIN AND SALE DEED**  
 Attachment A  
 AND SALE DEED  
 (5 of 8)

**FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT**

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.

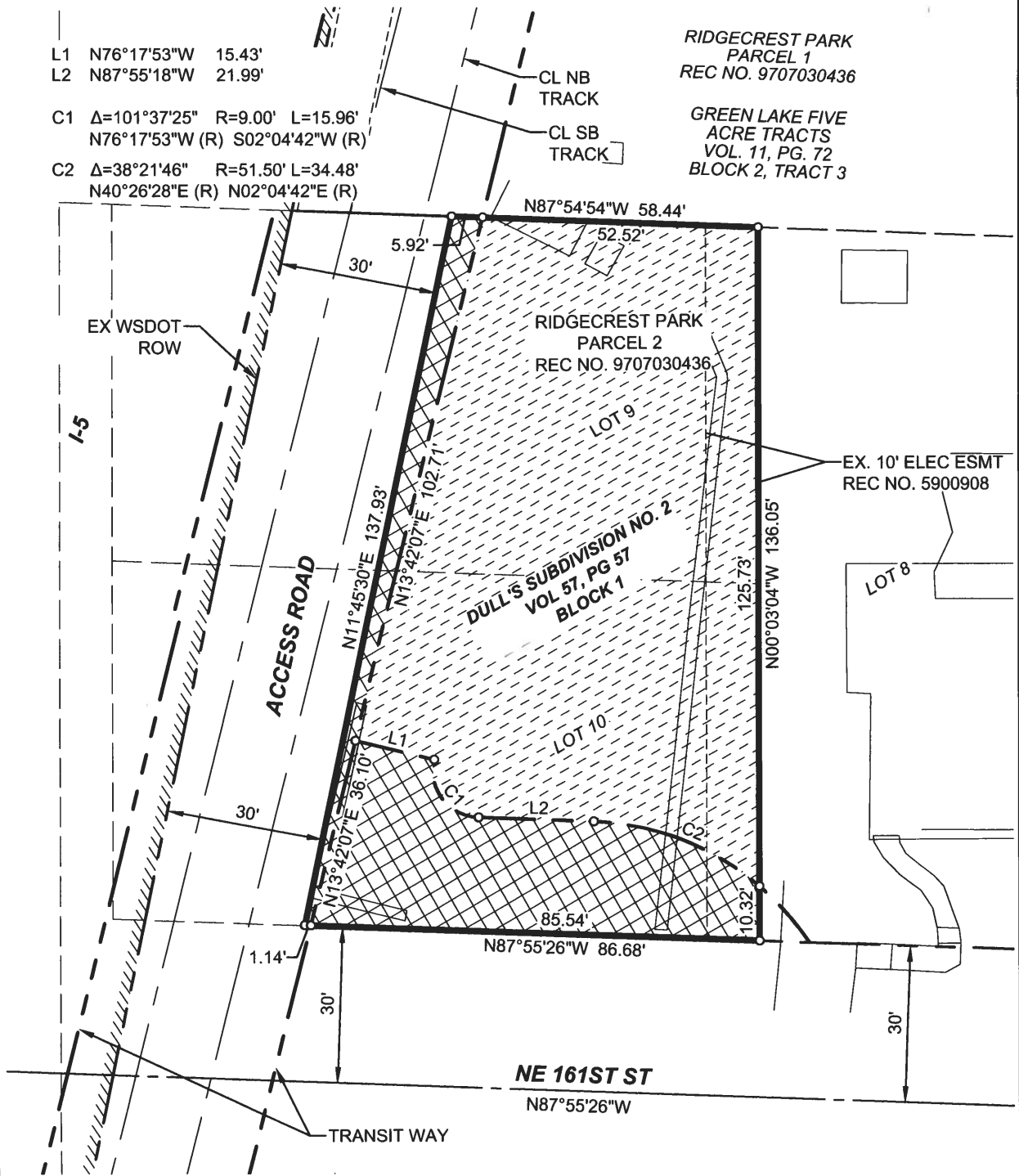
L1 N76°17'53"W 15.43'  
 L2 N87°55'18"W 21.99'

C1 Δ=101°37'25" R=9.00' L=15.96'  
 N76°17'53"W (R) S02°04'42"W (R)

C2 Δ=38°21'46" R=51.50' L=34.48'  
 N40°26'28"E (R) N02°04'42"E (R)

RIDGECREST PARK  
 PARCEL 1  
 REC NO. 9707030436

GREEN LAKE FIVE  
 ACRE TRACTS  
 VOL. 11, PG. 72  
 BLOCK 2, TRACT 3



LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



TEMP CONST ESMT  
 FEE TAKE

**SHEET 1 OF 3**

**SOUNDTRANSIT**

**HNTB Jacobs** trusted design partners

**L & A** LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

**EARL J. BONE**  
 STATE OF WASHINGTON  
 19429  
 REGISTERED  
 PROFESSIONAL LAND SURVEYOR  
 5/7/19

PARCEL AREA: 9,866 SF	CONST ESMT: 7,496 SF
FEE TAKE AREA: 2,370 SF	
REMAINING AREA: 7,496 SF	
<b>EXHIBIT "C"</b>	
<b>R/W NO. LL-180 PARCEL MAP</b>	
ASSESSOR NO.: 2111600046	DATE: 5/7/2019
OWNER: CITY OF SHORELINE	
BLOCK NO.: 1	LOT NO.: 9 & 10
CITY OF SHORELINE	KING COUNTY, WA

EXHIBIT B  
RIDGECREST PARK FEE ACQUISITION BARGAIN Attachment A  
AND SALE DEED  
(6 of 8)

EXHIBIT "A"

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

EXHIBIT B  
RIDGECREST PARK FEE ACQUISITION BARGAIN  
AND SALE DEED  
(7 of 8)

Attachment A

EXHIBIT "B"

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Fee Take Area Acquired by Grantee:**

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHERLY-MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL,  
(BEING THE SOUTHWEST CORNER OF THE EAST 120 FEET OF THE SOUTH 225.59 FEET OF  
LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING  
TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY,  
WASHINGTON);  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
442.38 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;  
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;  
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;  
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,  
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5, AND THE **END** OF THE  
HEREIN DESCRIBED LINE.

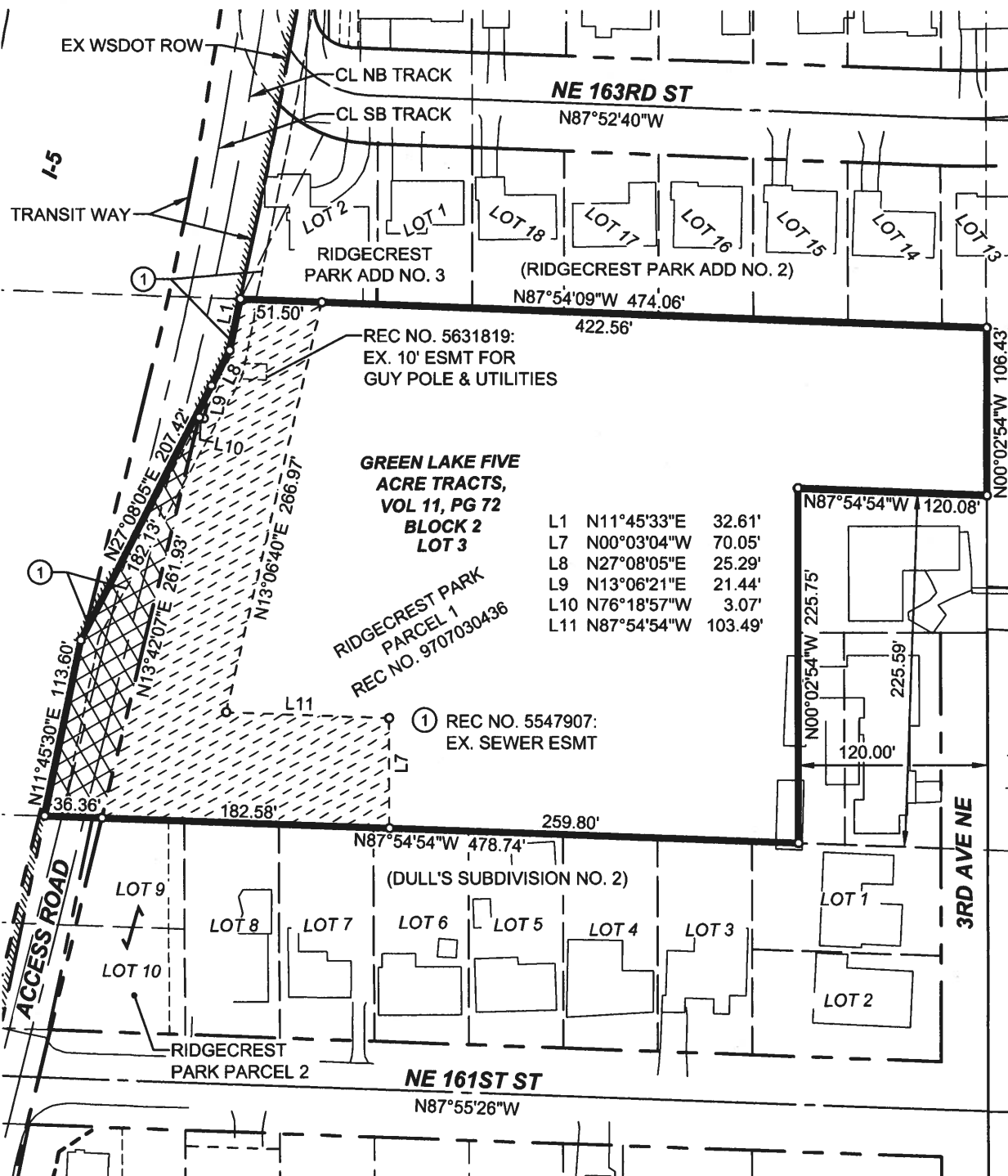
CONTAINING 7,439 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

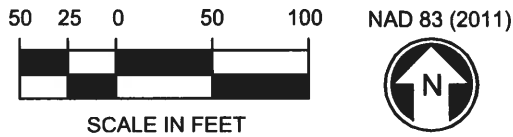
EXHIBIT B Attachment A  
**RIDGECREST PARK FEE ACQUISITION BARGAIN**  
**AND SALE DEED**  
 (8 of 8)

**FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT**

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



**SHEET 1 OF 4**

**SOUNDTRANSIT**

**HNTB Jacobs** trusted design partners

**L & A** LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

**JIM ALBERT**  
STATE OF WASHINGTON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
42683  
1-15 2019

PARCEL AREA:	153,238 SF	CONST ESMT:	27,621 SF
FEE TAKE AREA:	7,439 SF		
REMAINDER AREA:	145,799 SF		
<b>EXHIBIT "C"</b>			
<b>R/W NO. LL-181 PARCEL MAP</b>			
ASSESSOR NO.:	2881700193	DATE:	1/15/2019
OWNER:	CITY OF SHORELINE		
BLOCK NO.:	2	LOT NO.:	3
CITY OF SHORELINE		KING COUNTY, WA	



**EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(1 of 11)**

Attachment A

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

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**WALL MAINTENANCE EASEMENT**

**Grantor(s):** City of Shoreline

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

**Assessor's Tax Parcel No(s):** 2111600046 & 2881700193

**ROW No(s):** LL180 & LL181

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**City of Shoreline, a municipal corporation**("Grantor"), is the owner of real property located in the City of **Shoreline** commonly known as **Ridgecrest Park, 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155**, and more particularly described in the legal descriptions attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the East Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants to Grantee, its successors and/or assigns, a permanent Wall Maintenance Easement within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit "B"**, and depicted in the attached **Exhibit "C"** ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for purposes of inspection, maintenance, and repair of a wall system, which will include but not be limited to sub-surface drainage, located on Grantee's property ("Grantee's Work"). In the event, trees or vegetation located on Grantor's Property adversely impacts the wall system or the light rail system, the Grantee, after reasonable notification and approval by the Grantor, may trim such vegetation as necessary. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

ROW #: LL180 & LL181

Wall Footing and Maintenance Easement  
Form approved by Civil 3/13/2018  
Last saved by Tanya M. Johnson 6/14/2019

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(2 OF 11)

Attachment A

3. **Restoration.** If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

4. **Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

5. **Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.25.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

6. **Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and insures to the benefit of Grantee, its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

7. **Insurance.** During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

Commercial General Liability. Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

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

ROW #: LL180 & LL181

Wall Footing and Maintenance Easement  
Form approved by Civil 3/13/2018  
Last saved by Tanya M. Johnson 6/14/2019

Other Insurance Provision. The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

8. **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

9. **Condemnation.** This Easement is granted under the threat of condemnation.

10. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(4 OF 11)

Attachment A

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

Grantor: **City of Shoreline**

By: Debbie Tarry

Its: City Manager

Approved as to Form:

By \_\_\_\_\_

Margaret J. King, City Attorney

Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON                    }  
  } SS.  
COUNTY OF KING                        }

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

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_



EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(6 OF 11)

Attachment A

EXHIBIT "A"

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALY FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(7 OF 11)

Attachment A

EXHIBIT "B"

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Wall & Maintenance Easement Area Acquired by Grantee:**

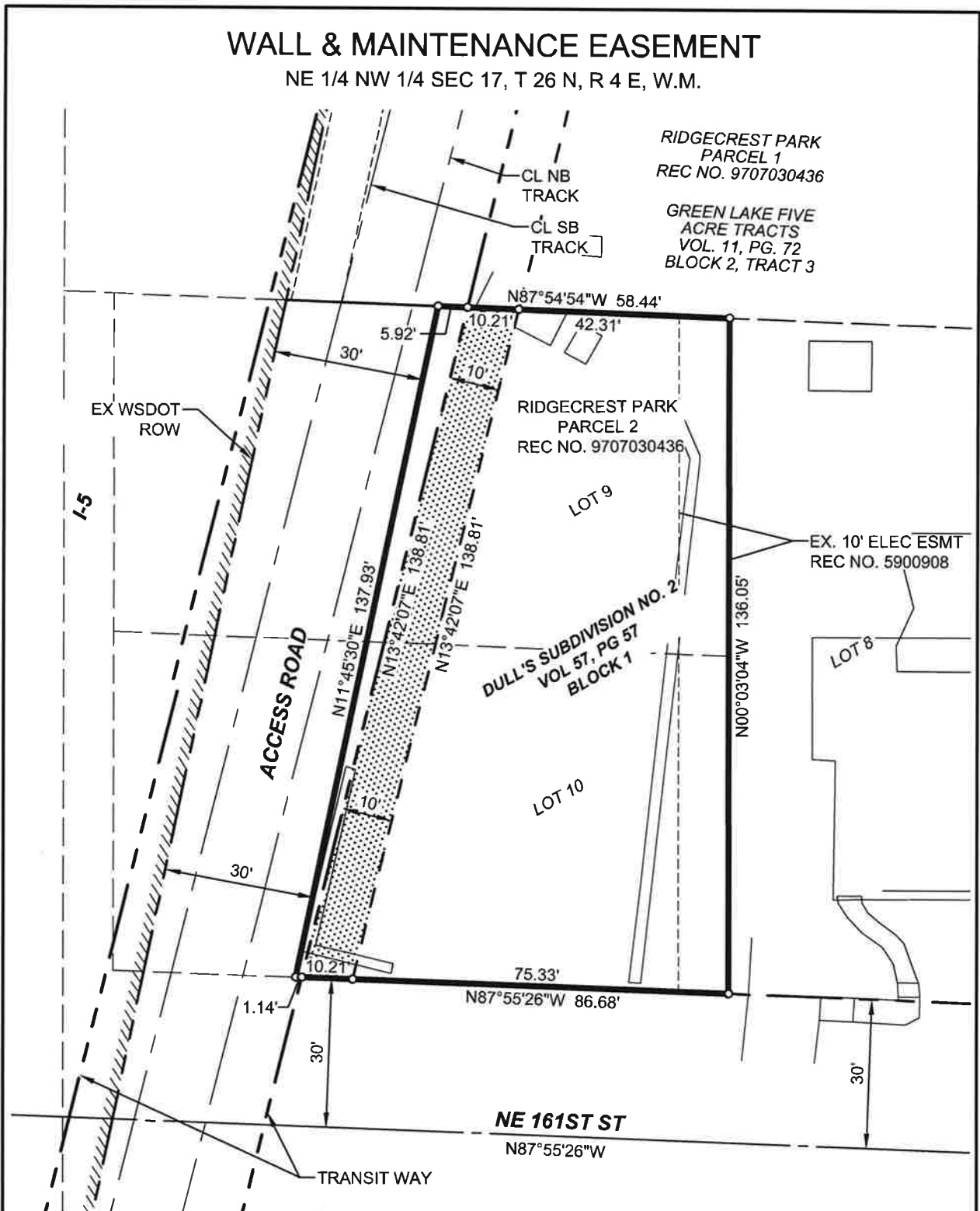
THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") BEING A STRIP OF LAND 10.00 FEET IN WIDTH, THE WESTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, A DISTANCE OF 85.54 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED **LINE**;  
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE **END** OF THE HEREIN DESCRIBED **LINE**.

THE EASTERLY LINE OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE IN THE NORTH AND SOUTH LINES OF GRANTOR'S PARCEL.

CONTAINING 1,388 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*



LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



PERMANENT ESMT

SHEET 2 OF 3

**SOUNDTRANSIT**

**HNTB Jacobs** trusted design partners

**L & A** LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

**JIM ALBERT**  
STATE OF WASHINGTON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
42683  
1-15-2019

PARCEL AREA: 9,866 SF  
WALL ESMT: 1,388 SF

EXHIBIT "C"  
R/W NO. LL-180 PARCEL MAP

ASSESSOR NO.: 2111600046 DATE: 1/15/2019  
OWNER: CITY OF SHORELINE  
BLOCK NO.: 1 LOT NO.: 9 & 10  
CITY OF SHORELINE KING COUNTY, WA



EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(9 OF 11)

Attachment A

EXHIBIT "A"

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(10 OF 11)

Attachment A

EXHIBIT "B"

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Wall & Maintenance Easement Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING BETWEEN THE FOLLOWING DESCRIBED LINES:

**EAST SIDE LINE:**

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 432.17 FEET TO THE POINT OF BEGINNING;  
THENCE N13°42'07"E A DISTANCE OF 259.87 FEET;  
THENCE S76°18'57"E A DISTANCE OF 2.97 FEET;  
THENCE N12°59'58"E A DISTANCE OF 79.53 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL, BEING THE END OF THE HEREIN DESCRIBED EAST SIDE LINE;

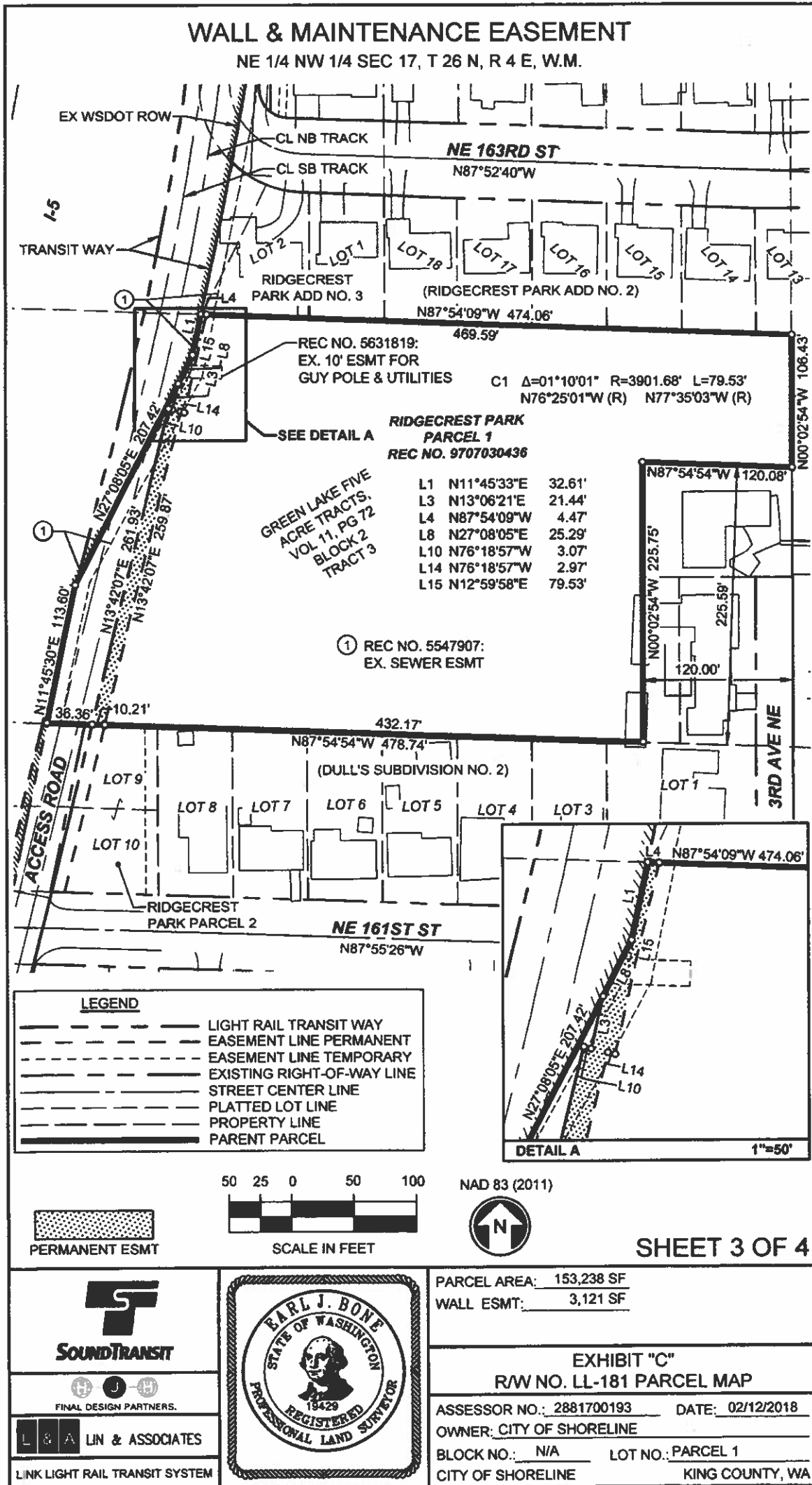
**WEST SIDE LINE:**

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 442.38 FEET TO THE POINT OF BEGINNING;  
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;  
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;  
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF GRANTOR'S PARCEL, BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5;  
THENCE NORTHERLY ALONG SAID WEST LINE AND MARGIN TO THE NORTHWEST CORNER OF GRANTOR'S PARCEL, BEING THE END OF THE HEREIN DESCRIBED WEST SIDE LINE.

CONTAINING 3,121 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(11 OF 11)



UTILITIES EASEMENT

(1 of 11)

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

UTILITIES EASEMENT

**Grantor(s):** City of Shoreline

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

**Assessor's Tax Parcel No(s):** 2111600046 & 2881700193

**ROW No(s):** LL180 & LL181

City of Shoreline, a municipal corporation ("Grantor") is the owner of real property located in the City of Shoreline commonly known as Ridgecrest Park, 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155, and more particularly described in the legal description attached as Exhibit "A", Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Lynnwood Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a permanent utilities easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached Exhibit "B" and depicted in the attached Exhibit "C" ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for purposes including, but not limited to, the construction, operation, inspection, maintenance, replacement, improvement, removal, and use of utilities and associated appurtenances ("Grantee's Work"). Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. **Restoration.** If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

ROW #: LL180 & LL181

Utilities Easement  
Form approved by Civil 10/06/17  
Last saved by James Chung on 8/13/18

**EXHIBIT D**  
**UTILITIES EASEMENT**  
**(2 of 11)**

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

**4. Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

**5. Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

**6. Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

**7. Insurance.** During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

**Commercial General Liability.** Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

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

**Other Insurance Provision.** The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

**EXHIBIT D  
UTILITIES EASEMENT  
(3 of 11)**

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

**8. Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

**9. Condemnation.** This Easement is granted under the threat of condemnation.

**10. Recording.** Grantee will record this Easement in the real property records of **King** County, Washington.







**EXHIBIT D  
UTILITIES EASEMENT  
(6 of 11)  
EXHIBIT "A"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)



**EXHIBIT D  
UTILITIES EASEMENT  
(7 of 11)**

**EXHIBIT "B"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Utility Easement Area Acquired by Grantee:**

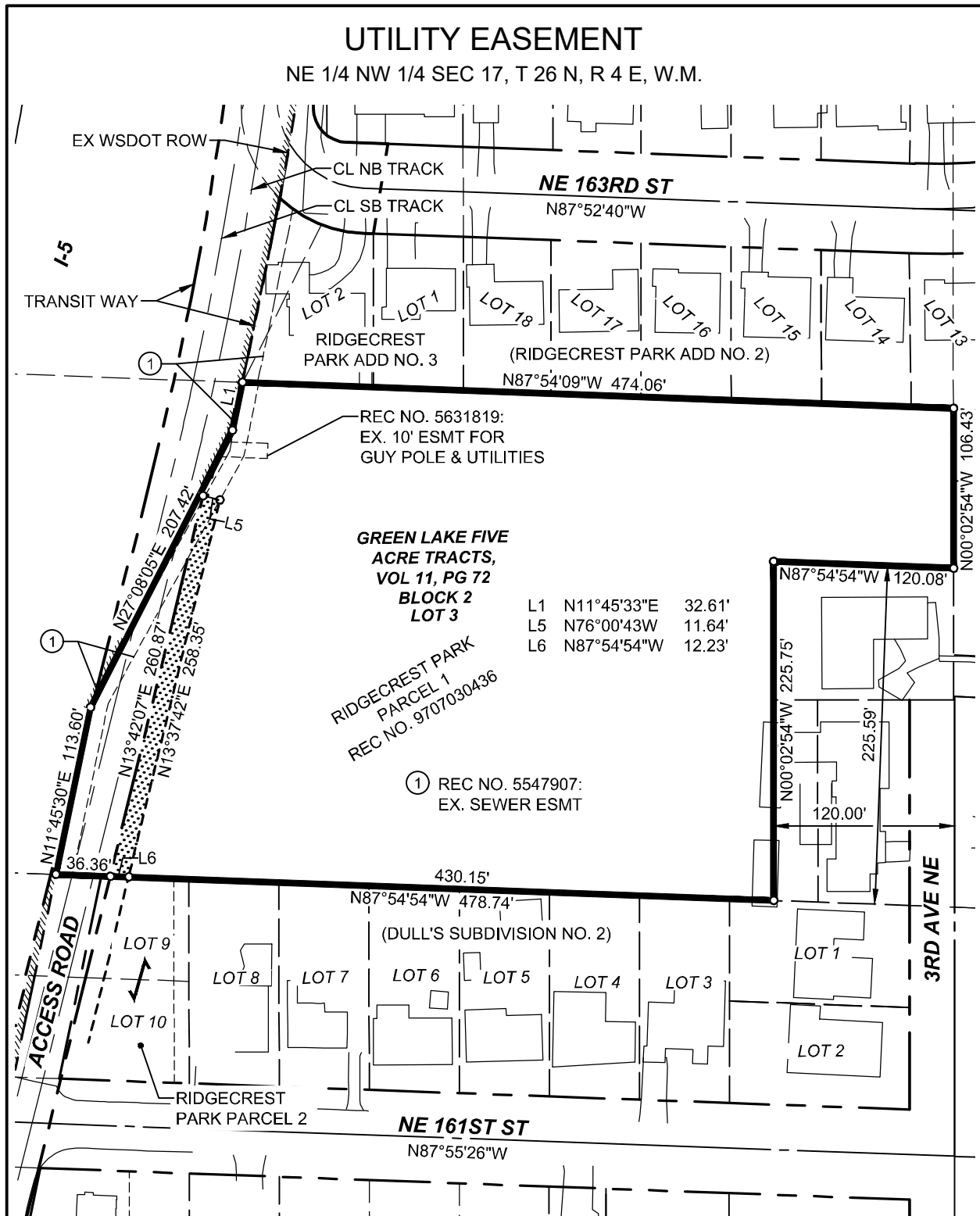
THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 430.15  
FEET TO THE **POINT OF BEGINNING**;  
THENCE CONTINUING S87°54'54"E ALONG SAID LINE A DISTANCE OF 12.23 FEET;  
THENCE N13°42'07"E A DISTANCE OF 260.87 FEET;  
THENCE S76°00'43"E A DISTANCE OF 11.64 FEET TO THE EASTERLY LINE OF THE EXISTING  
SEWER EASEMENT RECORDED UNDER RECORDING NUMBER 5547907;  
THENCE S13°37'42"W A DISTANCE OF 258.35 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,067 SQUARE FEET, MORE OR LESS.



**EXHIBIT D  
UTILITIES EASEMENT  
(8 of 11)**



LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL

PERMANENT ESMT



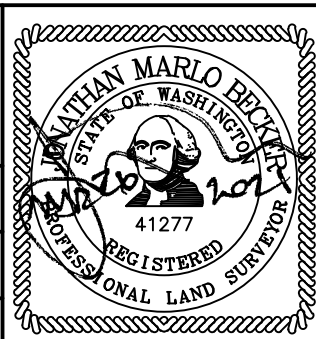
**SHEET 4 OF 4**

**SOUNDTRANSIT**

**HNTB  
Jacobs** trusted design partners

**F & A** FURTADO & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 153,238 SF	UTILITY ESMT: 3,067 SF
<b>EXHIBIT "C"</b>	
<b>R/W NO. LL-181 PARCEL MAP</b>	
ASSESSOR NO.: 2881700193	DATE: 03/26/2021
OWNER: CITY OF SHORELINE	
BLOCK NO.: 2	LOT NO.: 3
CITY OF SHORELINE KING COUNTY, WA	

**EXHIBIT D  
UTILITIES EASEMENT  
(9 of 11)  
EXHIBIT "A"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)



**EXHIBIT D  
UTILITIES EASEMENT  
(10 of 11)  
EXHIBIT "B"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Utility Easement Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, A DISTANCE OF  
73.13 FEET TO THE **POINT OF BEGINNING**;  
THENCE CONTINUING N87°55'26"W ALONG SAID SOUTH LINE, A DISTANCE OF 12.41 FEET;  
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S  
PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH  
LINE, FROM THE NORTHEAST CORNER THEREOF;  
THENCE S87°54'54"E ALONG SAID NORTH LINE A DISTANCE OF 12.23 FEET;  
THENCE S13°37'42"W A DISTANCE OF 138.77 FEET TO THE **POINT OF BEGINNING**.

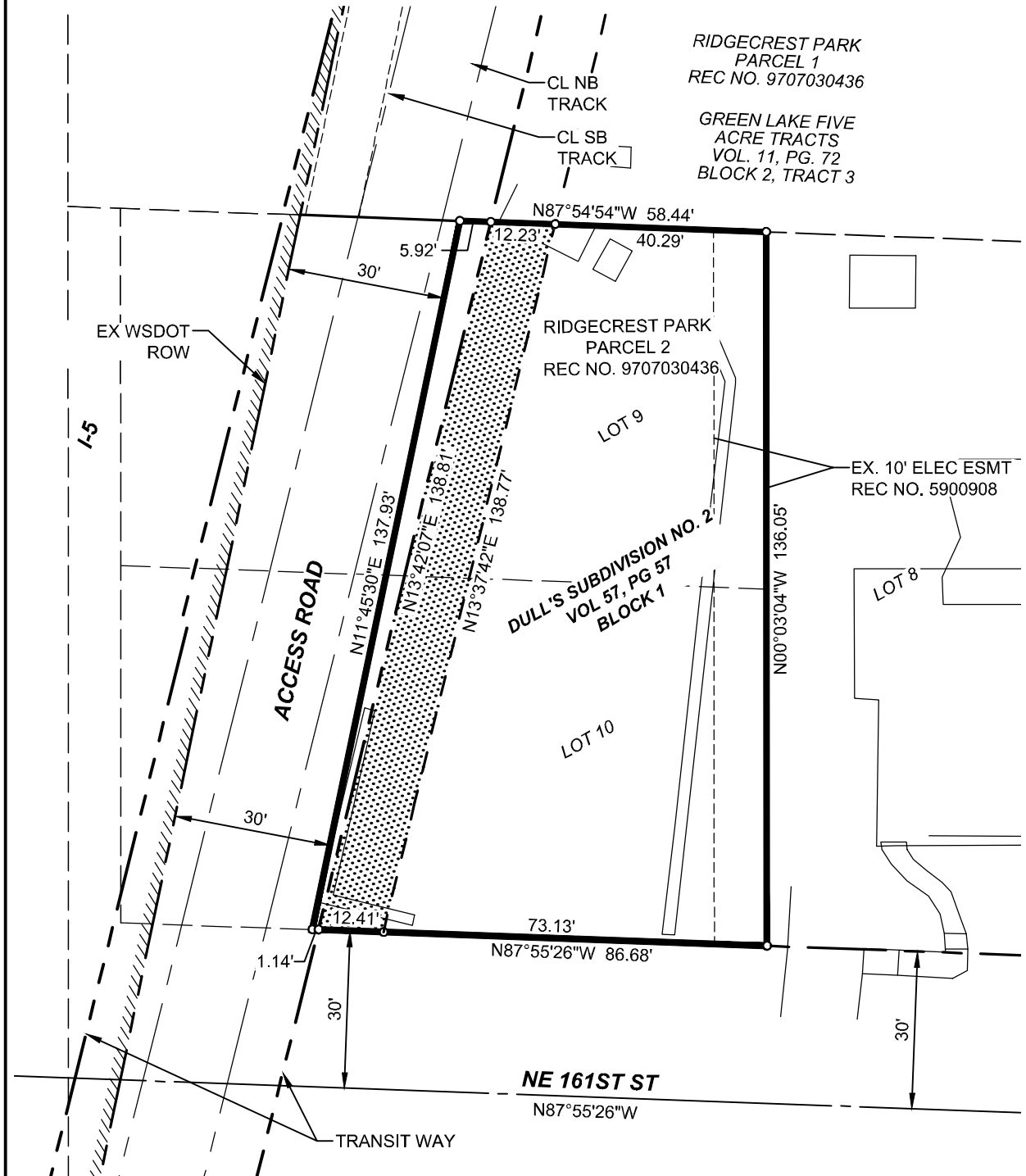
CONTAINING 1,675 SQUARE FEET, MORE OR LESS.



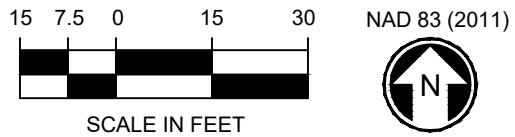
**EXHIBIT D  
UTILITIES EASEMENT  
(11 of 11)**

**UTILITY EASEMENT**

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



PERMANENT ESMT

**SHEET 3 OF 3**

 <b>SOUNDTRANSIT</b>	 NATHAN MARLO BECKER STATE OF WASHINGTON REGISTERED PROFESSIONAL LAND SURVEYOR 41277	PARCEL AREA: 9,866 SF UTILITY ESMT: 1,675 SF
		EXHIBIT "C" R/W NO. LL-180 PARCEL MAP
 HNTB Jacobs <small>trusted design partners</small>	ASSESSOR NO.: 2111600046      DATE: 03/26/2021 OWNER: CITY OF SHORELINE	
 FURTADO & ASSOCIATES	BLOCK NO.: 1      LOT NO.: 9 & 10 CITY OF SHORELINE      KING COUNTY, WA	
LINK LIGHT RAIL TRANSIT SYSTEM		

SUBSURFACE ANCHORS EASEMENT

(1 of 8)

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

---

SUBSURFACE ANCHORS EASEMENT

**Grantor(s):** City of Shoreline  
**Grantee:** Central Puget Sound Regional Transit Authority  
**Abbreviated Legal Description:** Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.  
**Assessor's Tax Parcel No(s):** 2881700193  
**ROW No(s):** LL181

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**City of Shoreline, a municipal corporation** ("Grantor") is the owner of real property located in the City of **Shoreline** commonly known as **Ridgecrest Park, 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155**, and more particularly described in the legal description attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the **Lynnwood Link Extension** ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

**1. Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a permanent subsurface anchors easement ("Easement") under the surface of and through the Property, more particularly described in the attached **Exhibit "B"** and depicted in the attached **Exhibit "C"** ("Easement Area").

**2. Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for the purpose of drilling and installation of subsurface anchors to be installed from adjacent property ("Grantee's Work"). Grantee shall have the right to install subsurface anchors within the Easement Area, as depicted in Exhibit "C". Grantee will assure that the drilling and installation of subsurface anchors will not interfere with utilities. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

**3. Restoration.** If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as

ROW #: LL181

Subsurface Anchors Easement  
Form approved by Civil 05/15/18  
Last saved by Tanya M. Johnson on 6/14/19

**EXHIBIT E**  
**SUBSURFACE ANCHORS EASEMENT**  
**(2 of 8)**

negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

**4. Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

**5. Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

**6. Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

**7. Insurance.** During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

**Commercial General Liability.** Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

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

**Other Insurance Provision.** The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage



**EXHIBIT E**  
**SUBSURFACE ANCHORS EASEMENT**  
**(3 of 8)**

maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

**8. Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

**9. Condemnation.** This Easement is granted under the threat of condemnation.

**10. Recording.** Grantee will record this Easement in the real property records of King County, Washington.



**EXHIBIT E**  
**SUBSURFACE ANCHORS EASEMENT**  
**(5 of 8)**

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Day

Month

Year

**Grantee: Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized  
to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of **CENTRAL PUGET  
SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for the  
uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**EXHIBIT E  
SUBSURFACE ANCHORS EASEMENT  
(6 of 8)**

**EXHIBIT "A"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 4/10/19*

**EXHIBIT E  
SUBSURFACE ANCHORS EASEMENT  
(7 of 8)**

**EXHIBIT "B"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Subsurface Anchor Easement Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'09"W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 406.13  
FEET TO THE **POINT OF BEGINNING**;  
THENCE S12°53'48"W A DISTANCE OF 92.28 FEET;  
THENCE N76°18'57"W A DISTANCE OF 72.38 FEET;  
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,  
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5;  
THENCE NORTHERLY ALONG SAID WEST LINE AND MARGIN TO THE NORTHWEST  
CORNER OF GRANTOR'S PARCEL;  
THENCE S87°54'09"E ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 67.93 FEET  
TO THE **POINT OF BEGINNING**;

CONTAINING 5,873 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

**EXHIBIT E**  
**SUBSURFACE ANCHORS EASEMENT**  
 (8 of 8)

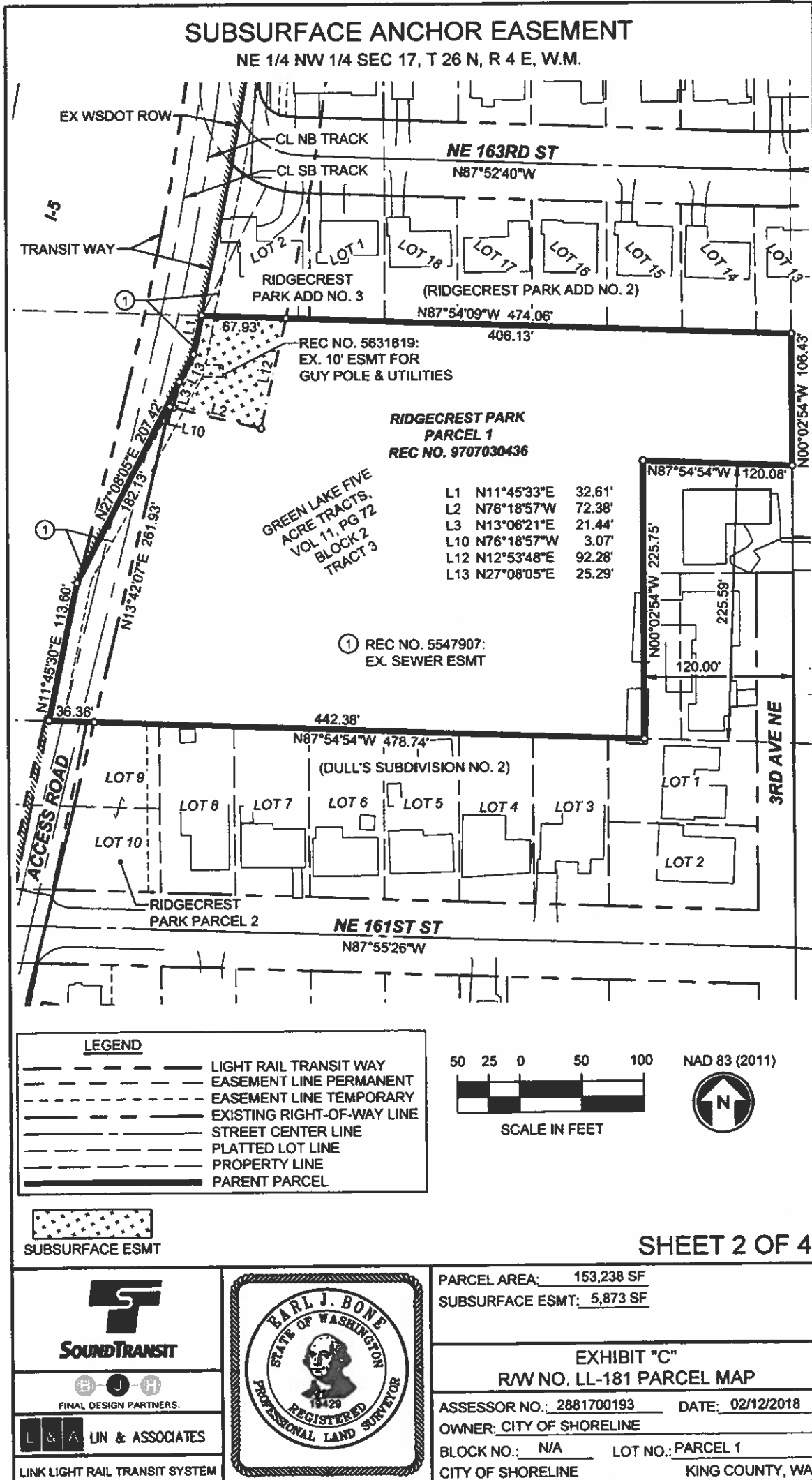


EXHIBIT F

TEMPORARY CONSTRUCTION EASEMENT

(1 of 11)

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

**TEMPORARY CONSTRUCTION EASEMENT  
(STAGING AND LONG-TERM GENERAL CONSTRUCTION)**

**Grantor(s):** City of Shoreline  
**Grantee:** Central Puget Sound Regional Transit Authority  
**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9& 10, Block 1, Volume 57 of Plats, Page 57.  
**Assessor's Tax Parcel No(s):** 211160046 & 2881700193  
**ROW No(s):** LL180 & LL181

City of Shoreline, a Washington municipal corporation, ("Grantor"), is the owner of real property located in the City of Shoreline at 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155, commonly known as Ridgecrest Park, and more particularly described in the legal description attached as Exhibit "A" Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Lynnwood Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a temporary construction easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly depicted in the attached Exhibit "B" ("Easement Area").

2. **Purpose of Easement.** Grantee, its contractors, agents, and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for the purpose of staging and construction (which may include, but not be limited to: staging and construction of the guideways, station, drainage, garage, parking, signal house, retaining walls, crane foundation and tower; street connections, utilities, utility connections; to re-grade slopes and make cuts and fills to match new driveways, parking lot areas, street grade, sidewalks, retaining walls; and parking lot reconstruction) ("Grantee's Work"). When deemed necessary by Grantee for staging or construction, Grantee may fence all or a portion of the Easement Area from time to time during the performance of Grantee's Work described herein. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto. Grantee shall at all times ensure that the Easement does not unreasonably interfere with Grantor's access to the Property from the adjacent public right-of-way.

In the event Grantee's utility connection work requires access to portions of the Property in addition to that depicted in Exhibit B, Grantee may enter into such additional property

ROW #: LL180 & LL181

Temporary Construction Easement-Staging-Long Term  
Form approved by Civil 10/06/17

Last saved by Tanya M. Johnson 6/14/19

Last Edited 7/22/2019 - Shoreline (CAO)

EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(2 of 11)

for the purpose of reconnecting utilities that serve the Property and such entry will be governed by the terms of the Easement.

Grantee shall be entitled to apply to public authorities having jurisdiction for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. **Restoration.** Subject to Paragraph 4, below, in the event private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace such improvements or restore such improvements to a condition that is as good as or better than that which existed prior to the use, or as negotiated separately by the Grantee and Grantor; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2. In the event Grantee does not comply with the foregoing requirement, Grantor may, upon reasonable advance notice to Grantee, take the actions to restore the property at Grantee's sole cost and expense.

During the Term, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and sanitary condition.

4. **Term of Easement.** The term of the Easement (the "Term") shall commence upon mutual execution of this Easement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee's use of the Easement Area for the purposes described in Paragraph 2. Grantee will provide fourteen (14) calendar days written notice to Grantor before commencing Grantee's Work within the Easement Area. Grantee shall be entitled to use the Easement Area for the performance of Grantee's Work for a period of **FIFTY-SEVEN (57)** consecutive months (the "Construction Period"). During the Construction Period, Grantee's use of the Easement Area shall be exclusive. The Easement will remain in effect until **December 31, 2023** or until completion of restoration of the Easement Area, if any, as provided for in Section 3 of this Easement, whichever occurs first. Grantee may, at its option, extend the Term, including the exclusive Construction Period, for up to an additional **SIX (6) consecutive months**, upon thirty (30) calendar day's prior written notice to the Grantor.

5. **Payment for Easement** Grantee will pay Grantor **TWO HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED and 00/100ths Dollars (\$222,400.00)** upon recording of this Easement. If Grantee requires additional use past the Construction Period, Grantee will pay **FOUR THOUSAND NINE HUNDRED TWENTY-NINE and 50/100ths Dollars (\$4,929.50)** per month for each month or portion of a month, that Grantee uses the Easement Area for the purpose described in Paragraph 2.

6. **Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The Grantee shall defend, indemnify and hold the Grantor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except to the extent such injuries and damages are caused by the sole negligence or intentional misconduct of the Grantor or its elected officials, officers, employees, agents, representatives, invitees, licensees, or volunteers. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Grantor, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Binding Effect.** This Easement is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee may permit third parties to enter the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. This Easement, and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon Grantor

ROW #: LL180 & LL181

Temporary Construction Easement-Staging-Long Term  
Form approved by Civil 10/06/17

Last saved by Tanya M. Johnson 6/14/19

Last Edited 7/22/2019 – Shoreline (CAO)



EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(3 of 11)

and its successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a fee, leasehold, mortgage or other interest in any part of the Easement Area.

8. **Insurance.** During the Term, Grantee and its agents, contractors and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing any work on the Easement Area.

Commercial General Liability. Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

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

Other Insurance Provision. The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

9. **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

10. **Recording.** Grantee will record at its sole cost and expense this Easement in the real property records of King County, Washington. Grantee shall file a release of this Easement at its sole cost and expense at the termination of this Easement.

EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(4 of 11)

Dated and signed this 24<sup>th</sup> day of July, 2019.

Grantor: **City of Shoreline, a municipal corporation**

By: [Signature]  
~~Debbie Tarry~~ John Norris

Its: City Manager Acting City Manager

Approved as to Form:  
By [Signature]  
Margaret J. King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON }  
COUNTY OF King } SS.

I certify that I know or have satisfactory evidence that ~~Debbie Tarry~~ John Norris is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that (he is/~~she is~~ /they are) authorized to execute the instrument and acknowledged it as the City Manager of the City of Shoreline, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: July 24, 2019  
Signature: [Signature]  
Notary Public in and for the State of Washington  
Notary (print name): Heidi L. Costello  
Residing at: Snohomish, WA  
My appointment expires: November 19, 2019



EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(5 of 11)

Dated and signed on this 31 Day of July Month, 2019 Year.

**Grantee: Central Puget Sound Regional Transit Authority**

By: [Signature]

Its: DEPUTY EXECUTIVE DIRECTOR

APPROVED AS TO FORM  
[Signature]  
Sound Transit Legal Counsel

STATE OF WASHINGTON }  
COUNTY OF King } SS.

I certify that I know or have satisfactory evidence that Eric P. Beckman is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the Deputy Executive Director of **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 7/30/19  
Signature: Arleen Baldwin  
Notary Public in and for the State of Washington  
Notary (print name): Arleen Baldwin  
Residing at: King County  
My appointment expires: 7/9/23

**EXHIBIT F**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**(6 of 11)**

**Exhibit "A"**

**Includes:**

- Exhibit A – LL180
- Exhibit A – LL181



EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(7 of 11)

EXHIBIT "A"

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

LL180 Legal.doc

Earl J. Bone P.L.S.

1/9/2019

EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(8 of 11)

EXHIBIT "A"

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

LL181 Legal.doc

Earl J. Bone P.L.S.

1/9/2019

**EXHIBIT F**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**(9 of 11)**

**Exhibit "B"**

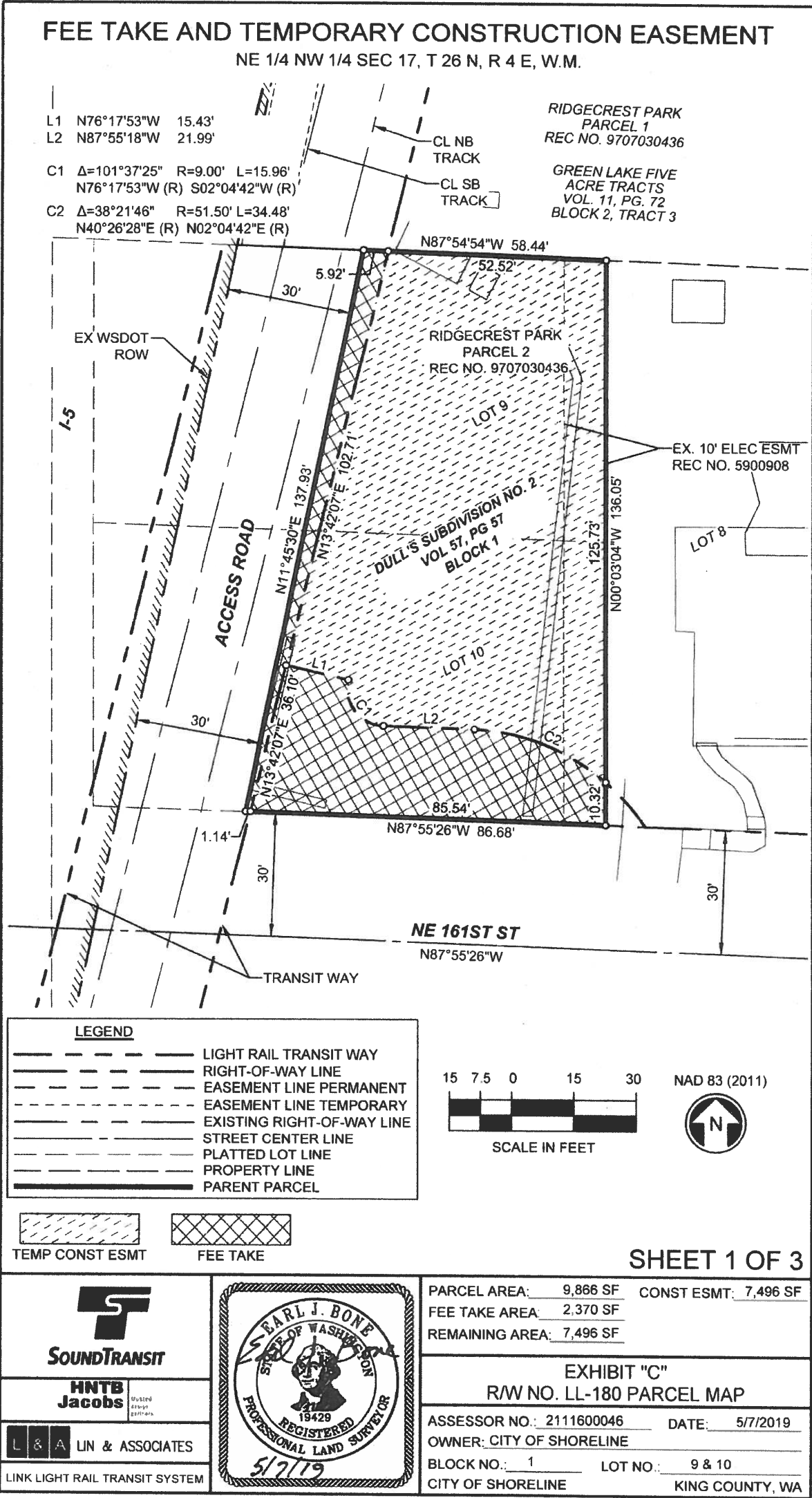
Includes:

Exhibit B – LL180

Exhibit B – LL181

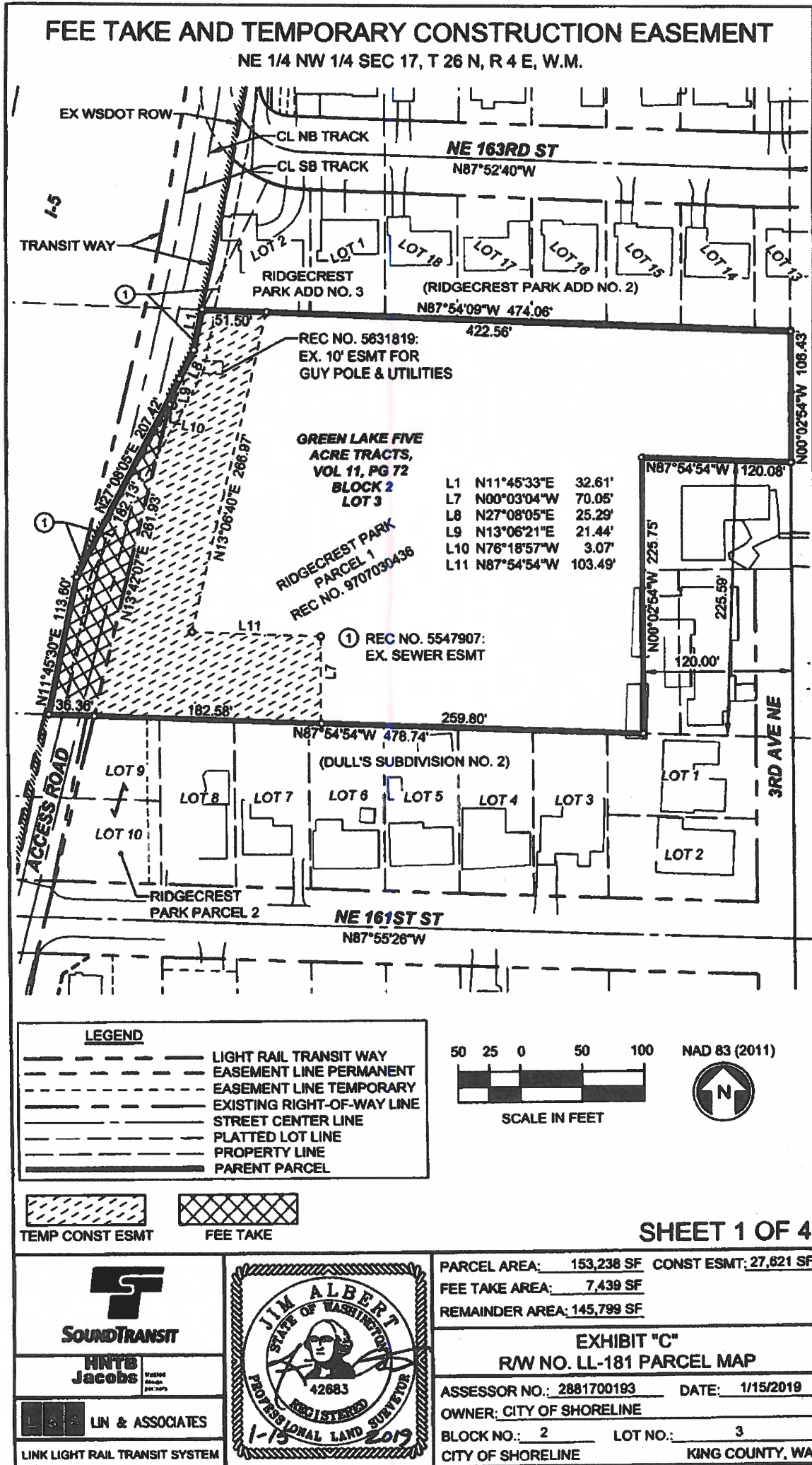
**EXHIBIT F**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**(10 of 11)**  
**EXHIBIT "B"**  
**LL180 Easement Area**

Attachment A





**EXHIBIT F**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 (11 of 11)  
**EXHIBIT "B"**  
 LL181 Easement Area



**EXHIBIT G**  
**SOUND TRANSIT PROPERTY**  
**(1 of 2)**

LL-180.1

the following described real estate, situated in the County of King, State of Washington:

LOT 8, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF,  
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 211160-0040-01, . . .

LL-180.2

the following described real estate, situated in the County of King, State of Washington:

LOT 7, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, RECORDS OF KING COUNTY,  
WASHINGTON..

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

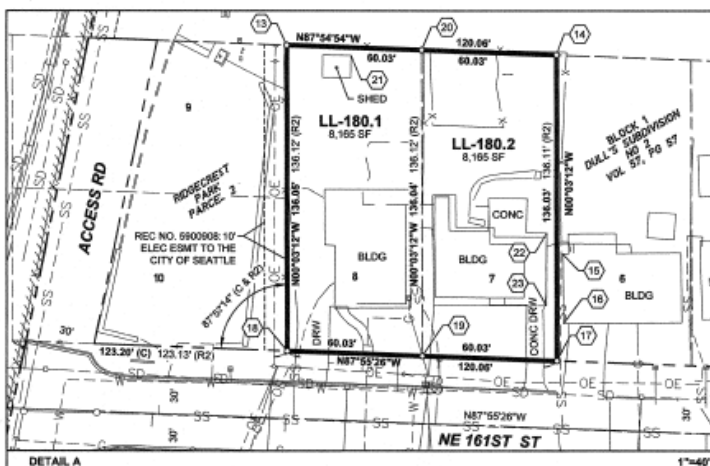
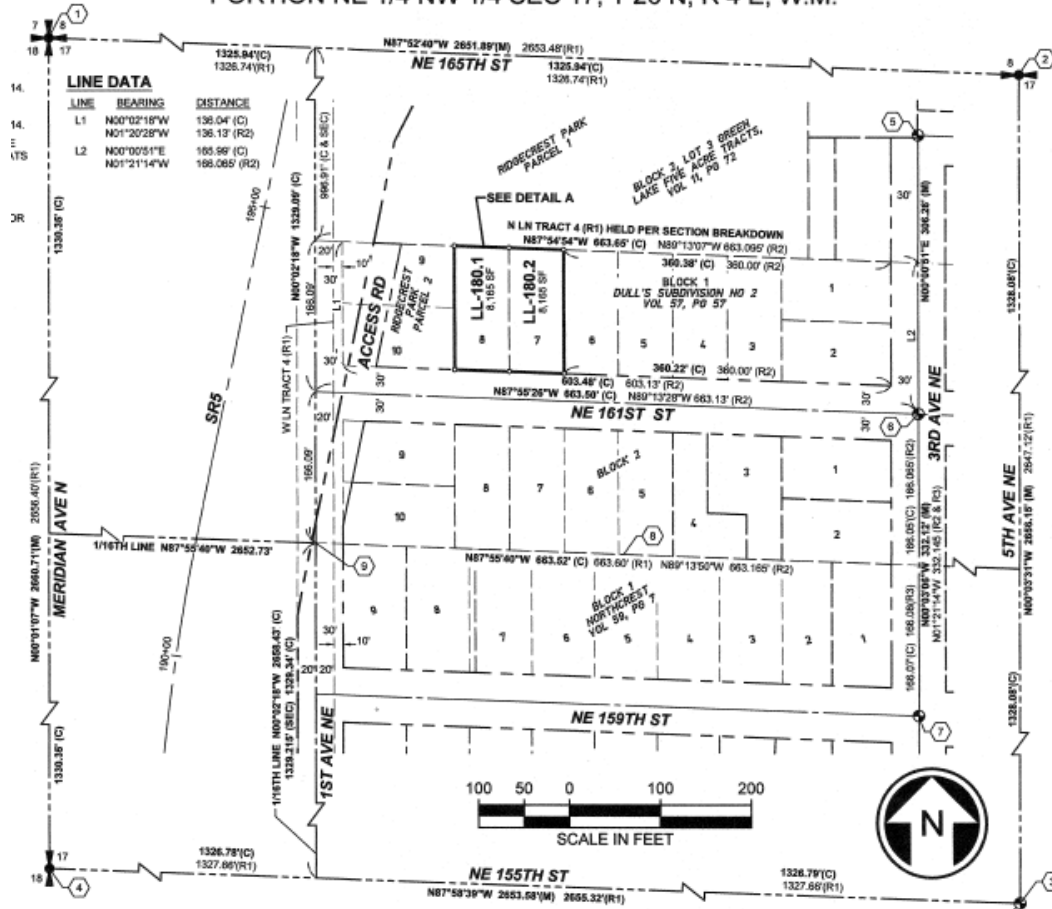
Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 211160-0035,

EXHIBIT G  
SOUND TRANSIT PROPERTY

(2 of 2)

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



IND

EXHIBIT H  
MARCH 18, 2018 LETTER OF CONCURRENCE  
(1 of 5)

Attachment A



March 8, 2018

Eric Friedli  
Parks, Recreation, and Cultural Services Director  
City of Shoreline  
17500 Midvale Ave N  
Shoreline, WA 98133

**Subject:** Ridgecrest Park

Dear Eric:

As part of the final design phase for the Lynnwood Link Extension (LLE), Sound Transit, in consultation with the City of Shoreline, has changed the mitigation approach to address project impacts to Ridgecrest Park. As you know, Ridgecrest Park is a Section 4(f) resource under the U.S. Department of Transportation Act. Due to this, the Federal Transit Administration (FTA) requests confirmation from the City about this change.

As the Official with Jurisdiction, the City of Shoreline has proposed two different parcels as mitigation for the impacts on Ridgecrest Park, and is therefore in concurrence with the overall mitigation approach for this impact. The two parcels are listed in Exhibit A, along with a map indicating the alternate replacement parcels. In addition to these two parcels, the City and Sound Transit have agreed to the following revised mitigation elements for all the proposed impacts to the park:

- Construction of a replacement parking lot (paved with 20 stalls) and ADA access to the park to be located on the proposed replacement properties to be completed within 1.5 years of the start of early construction work and completed consistent with applicable City standards for drainage, landscaping, and frontage improvements;
- Maintenance of public access to the the park throughout the construction of the LLE Project and use of the City right-of-way on NE 161<sup>st</sup> street for temporary public parking until the replacement parking lot is completed, as approximately illustrated in the attached Exhibit B illustrating draft construction areas and potential temporary parking; and
- Replacement of impacted infrastructure within the park such as the park sign, drinking fountain, and irrigation system.

A neighborhood meeting presentation regarding the proposed impacts to the park and this revised approach to mitigation was held May 9, 2017, to meet the outreach requirement in the FTA Record of Decision. This public meeting and the revised proposal is consistent with and fulfills the LLE's Record of Decision,

Central Puget Sound Regional Transit Authority • Union Station  
401 S. Jackson St., Seattle, WA 98104-2826 • Reception: (206) 398-5000 • FAX: (206) 398-5499  
www.soundtransit.org

**CHAIR**

**Dave Somers**  
*Snohomish County Executive*

**VICE CHAIRS**

**Ron Lucas**  
*Steilacoom Mayor*

**John Marchione**  
*Redmond Mayor*

**BOARD MEMBERS**

**Nancy Backus**  
*Auburn Mayor*

**David Baker**  
*Kenmore Mayor*

**Claudia Balducci**  
*King County Councilmember*

**Dow Constantine**  
*King County Executive*

**Bruce Dammeier**  
*Pierce County Executive*

**Jenny Durkan**  
*Seattle Mayor*

**Dave Earling**  
*Edmonds Mayor*

**Rob Johnson**  
*Seattle Councilmember*

**Kent Keel**  
*University Place Mayor*

**Joe McDermott**  
*King County Council Chair*

**Roger Millar**  
*Washington State Secretary  
of Transportation*

**Paul Roberts**  
*Everett Council President/  
Mayor Pro Tem*

**Dave Upthegrove**  
*King County Councilmember*

**Peter von Reichbauer**  
*King County Councilmember*

**Victoria Woodards**  
*Tacoma Mayor*

**CHIEF EXECUTIVE OFFICER**

**Peter M. Rogoff**



**EXHIBIT H**  
**MARCH 18, 2018 LETTER OF CONCURRENCE**  
**(3 of 5)**

**Exhibit A – Alternate Park Replacement Parcels**

LL-180.1	2111600040	PYPER J BRUCE+TERESA K	114 NE 161ST ST	Shoreline
LL-180.2	2111600035	PEW DAVID A+KAITLYN A	122 NE 161ST ST	Shoreline

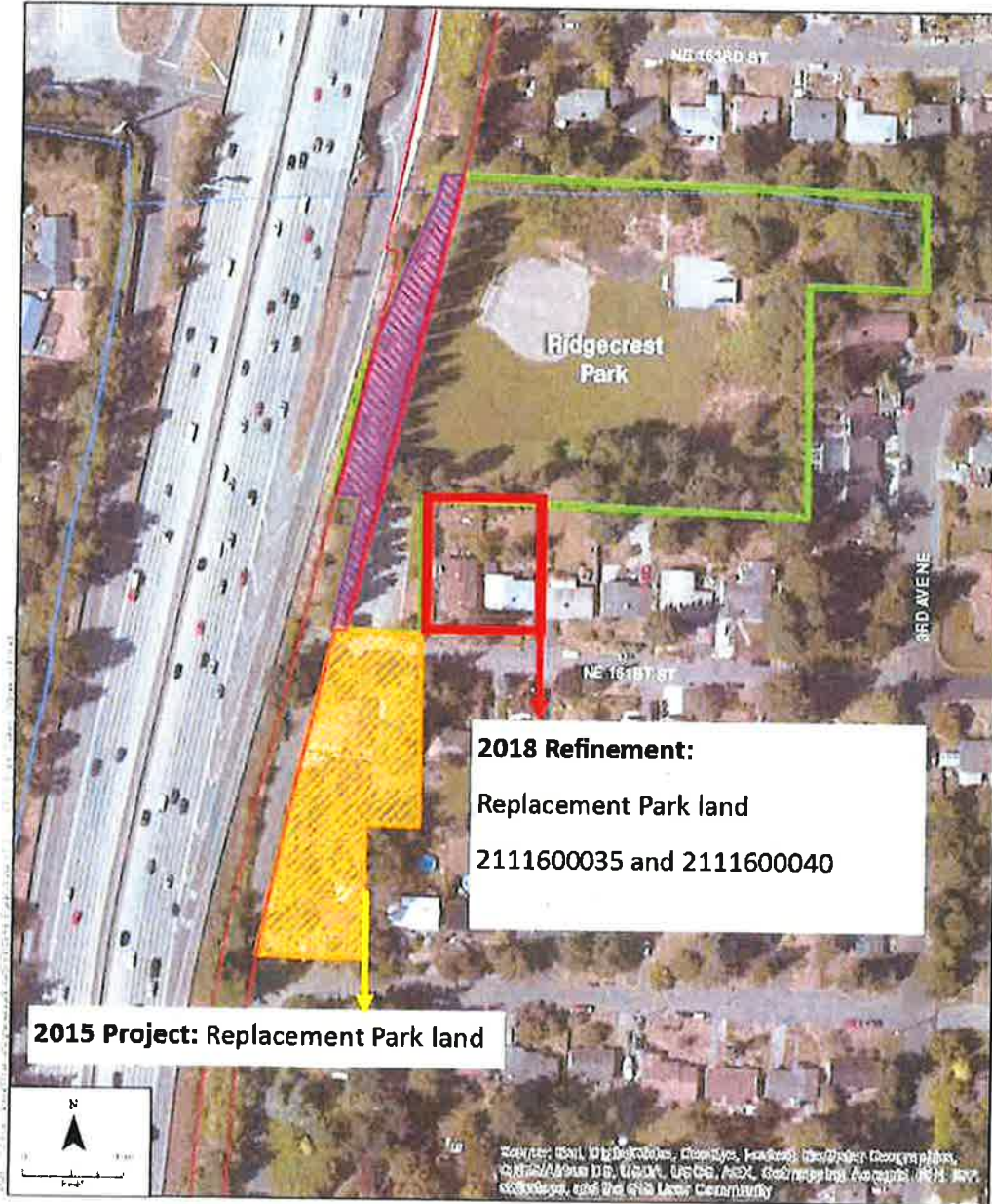
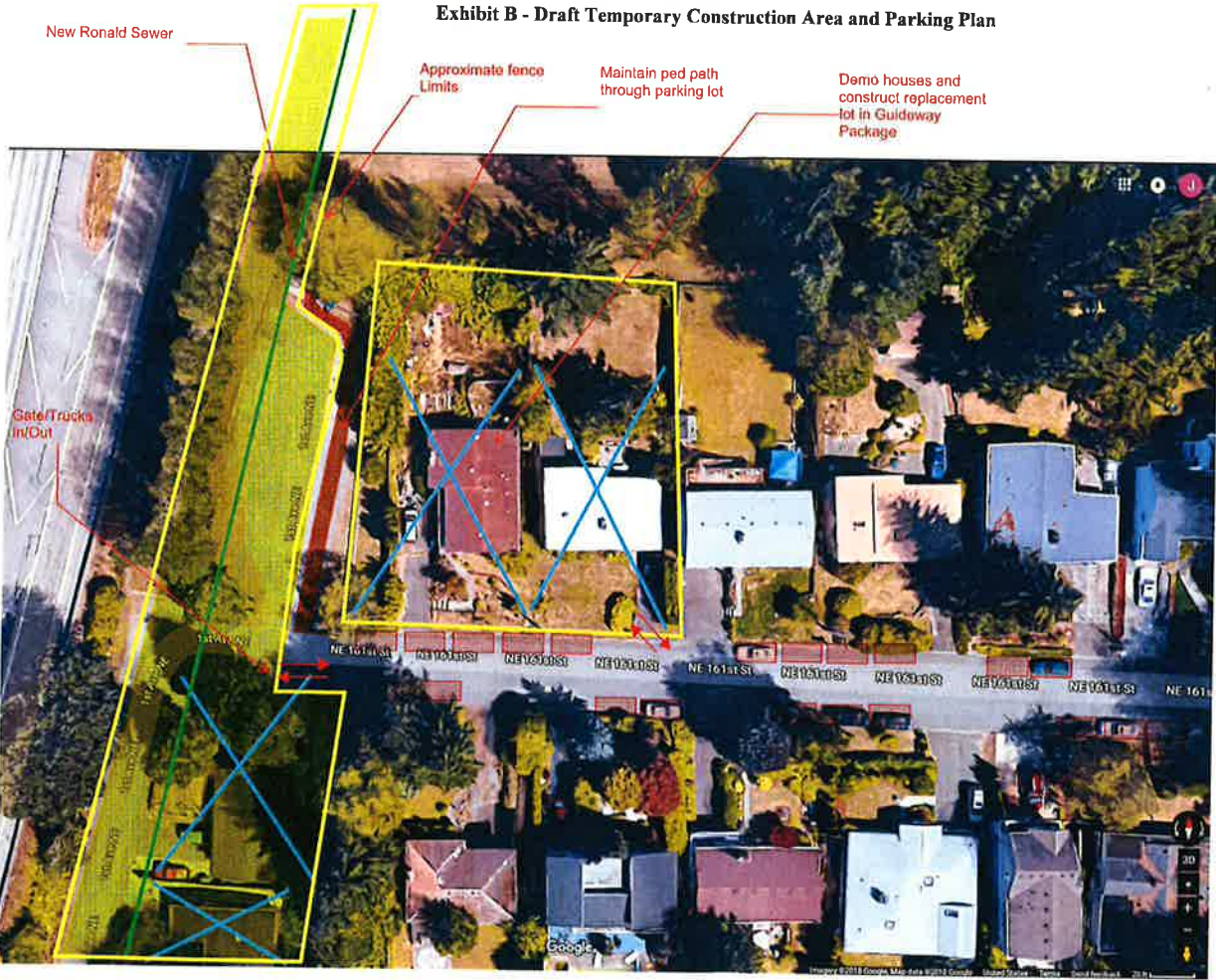
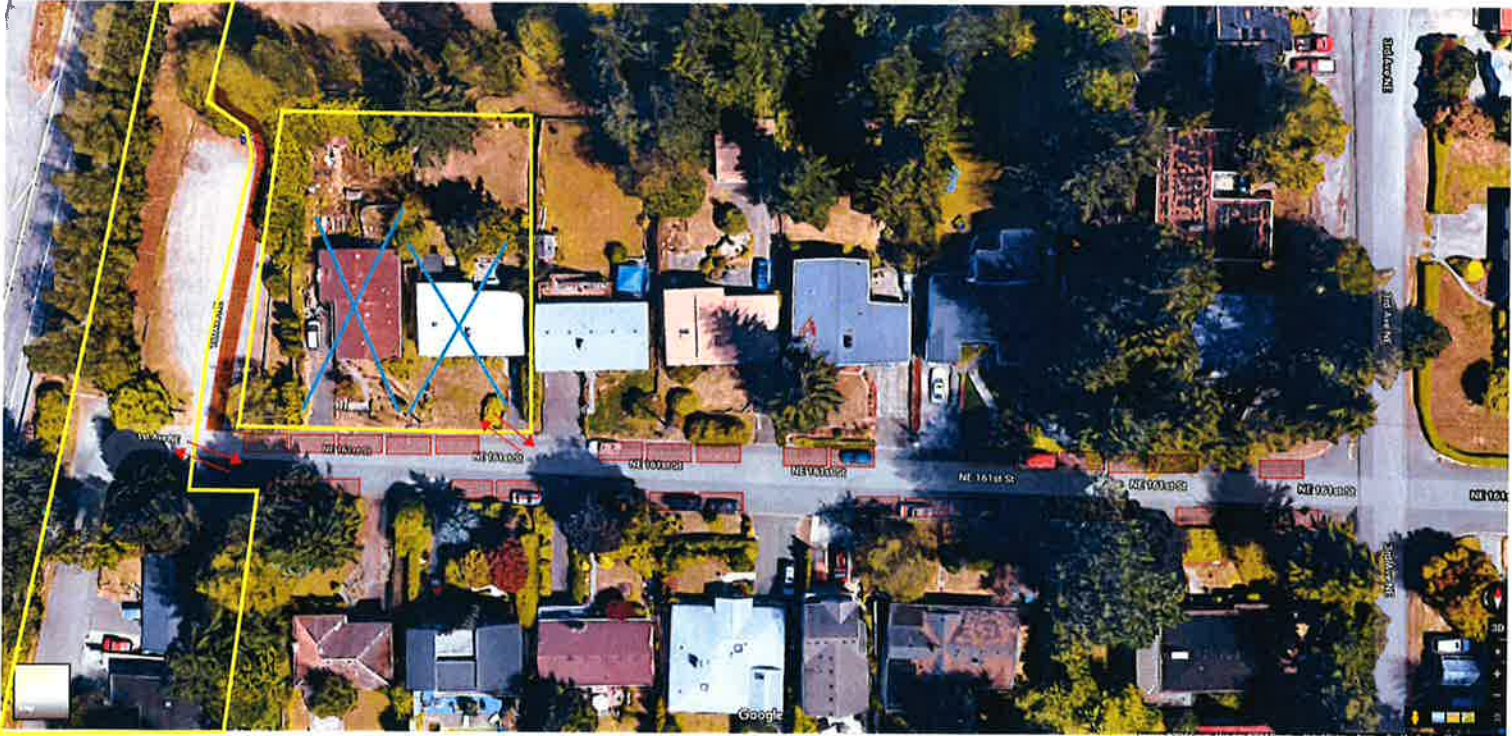


EXHIBIT H  
MARCH 18, 2018 LETTER OF CONCURRENCE  
(4 of 5)



**EXHIBIT H**  
**MARCH 18, 2018 LETTER OF CONCURRENCE**  
**(5 of 5)**

**Exhibit B - Draft Temporary Construction Area and Parking Plan**





## EXHIBIT I

## POSSESSION AND USE AGREEMENT

(1 of 5)

## ADMINISTRATIVE POSSESSION AND USE AGREEMENT

This Administrative Possession and Use Agreement (this "Agreement") is made and entered into by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority, and its successors and assigns ("Sound Transit"), and **City of Shoreline, a municipal corporation** ("Owner"). This Agreement is and shall be effective as of the date last signed below ("Effective Date"). Sound Transit and Owner may be referred to as "Party" or collectively as "Parties."

## RECITALS

- A. Owner is the owner of certain real property located in **Shoreline** Washington, identified as **King County Tax Parcel No. 2111600046 & 2881700193** and having an address of **108 NE 161<sup>st</sup> Street, Shoreline, Washington 98155**, and commonly referred to as **Ridgecrest Park** (the "Property"). The Property is legally described in **Exhibit A** hereto.
- B. Sound Transit is authorized pursuant to Sound Transit Board Resolution No. **R2017-19** to acquire the Property for its **Lynnwood Link** light rail project and its related facilities (the "Project").
- C. Sound Transit intends to acquire from Owner certain property interests on the Property, including: (i) a fee acquisition as described and depicted on **Exhibit B** hereto; (ii) a permanent wall maintenance easement as described and depicted on **Exhibit C** hereto; (iii) a permanent subsurface sewer easement as described and depicted on **Exhibit D** hereto; (iv) a permanent subsurface anchors easement as described and depicted on **Exhibit E** hereto; and (v) a temporary construction easement as described and depicted on **Exhibit F** hereto; (collectively, the "Property Interests").
- D. Sound Transit has offered to purchase the Property Interests for the appraised value of \$354,400; however, the Parties are in agreement that, in lieu of monetary consideration and in exchange for the Property Interests, Sound Transit will provide, subject to Owner's approval, property replacement in-kind and improvements to the Property.
- E. The Parties have agreed to negotiate and execute a written property exchange agreement to memorialize the transaction referenced above. Pending the Parties' negotiations, Owner is willing to deliver immediate possession and use of the Property Interests to Sound Transit in exchange for Sound Transit's deposit into an escrow account of the appraised just compensation figure of \$354,400.

## AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Deposit.** As soon as practicable after mutual execution of this Agreement but in no event later than **July 30, 2019** (the "Date of Deposit"), Sound Transit shall deposit into an escrow account with Chicago Title Company of Washington (the "Escrow Agent") the sum of **Three-Hundred-Fifty-Four-Thousand Four-Hundred Dollars (\$354,400)** (the "Deposit Amount"), which shall be retained by the Escrow Agent to be disbursed in accordance with joint escrow instructions to be mutually agreed upon by the Parties. Specifically, fulfillment of the

**EXHIBIT I**  
**POSSESSION AND USE AGREEMENT**  
**(2 of 5)**

terms of the property exchange agreement referenced in Recital E, above, the Parties shall instruct the Escrow Agent to disburse the Deposit Amount to Sound Transit. In the event the Parties are unable to come to agreement with respect to the contemplated property exchange, the Parties shall instruct the Escrow Agent to disburse the Deposit Amount to Owner. Provided, however, that nothing herein shall be deemed or construed to modify or negate the terms of that certain March 8, 2018, Ridgecrest Park Letter of Concurrence between Owner and Sound Transit. In the event the Deposit Amount is disbursed to Owner, such disbursement shall be a credit against the purchase price for the Property Interests. The disbursement shall be conditioned upon removal of any exceptions listed on Sound Transit's preliminary commitment for title insurance to which Sound Transit objects prior to or upon the Date of Deposit, as further specified in the escrow instructions.

2. **Use and Possession.** Upon deposit by Sound Transit of the Deposit Amount, Sound Transit shall be deemed to have, and Owner shall be deemed to have surrendered and conveyed, immediate possession and use of the Property Interests. The date of value for the determination of just compensation to be paid for the Property Interests shall be the Date of Deposit. In the event of disbursement of the Deposit Amount to Owner, and in the event Sound Transit commences formal eminent domain proceedings for acquisition of the Property Interests, interest shall be awarded on the difference, if any, between the Deposit Amount and the final award of just compensation for the Property Interests, as determined at trial by the court or jury, as the case may be. Interest, if any, shall be calculated at a rate of eight percent (8%) per annum from the Date of Deposit until the date of payment of the final award of just compensation for the Property Interests as determined at trial.

3. **No Waiver.** Execution of this Agreement shall not waive Owner's right to seek compensation for the Property Interests above and beyond the Deposit Amount, nor shall it impair Owner's right to recover relocation compensation under applicable law.

4. **Acquisition of the Property.** Owner and Sound Transit shall continue negotiations regarding the consideration to be provided by Sound Transit for the Property Interests. The Parties shall cooperate in negotiating, executing, and delivering any and all documents and agreements that are reasonably necessary to accomplish the conveyance contemplated herein. Should Owner and Sound Transit be unable to reach agreement regarding the just compensation to which Owner is entitled for the Property, Sound Transit may at any time, in its sole discretion, formally initiate eminent domain proceedings to determine the just compensation to be paid for the Property and to obtain a judgment and decree of appropriation for the Property.

5. **Public Use.** Owner acknowledges and agrees that the Project is for a public purpose, that there is public use and necessity for Sound Transit's acquisition of the Property, and that Sound Transit is acquiring the Property under threat of condemnation pursuant to Washington state law. Owner hereby waives any objection to entry of an order and judgment adjudicating public use and necessity in the event Sound Transit commences formal eminent domain proceedings, and shall stipulate to entry of such order upon request by Sound Transit.

6. **Order of Immediate Possession and Use; Attorney Fees.** Owner hereby stipulates and agrees that, upon the commencement of formal eminent domain proceedings, Sound Transit may ask the Court to enter an agreed order for immediate possession and use of the Property, and Sound Transit may file a copy of this Agreement as full and complete evidence of

**EXHIBIT I**  
**POSSESSION AND USE AGREEMENT**  
**(3 of 5)**

Owner's consent to entry of such agreed order. Owner shall join in the motion if requested. Sound Transit acknowledges and agrees that Owner's execution and delivery to Sound Transit of, and performance of its obligations under, this Agreement satisfies the statutory requirements of RCW 8.25.070(3) and that Owner may, if the other requirements of RCW 8.25.070 are met, be entitled to an award of fees and costs pursuant to that statute if this matter proceeds to trial.

7. **Indemnity.** Sound Transit shall defend, indemnify, and hold harmless Owner from any and all claims, injuries, damages, losses, suits, and expenses, including attorneys' fees, for loss or liability made against or incurred by Owner by any person or entity related to or arising from Sound Transit's possession and use of the Property as provided in this Agreement, including without limitation those arising out of bodily injury, property damage, or any fine, assessment, or penalty.

8. **Notices.** All notices, demands, requests or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given if addressed to the party to receive same at its address set forth below, by certified mail, return receipt requested, by hand delivery, by reputable overnight courier service, or by facsimile with receipt confirmed. Any party may, by notice given in accordance with this Section, designate a different address for notices, demands, requests and any other communications. Notices, demands, requests and other communications shall be deemed given as follows: (i) when duly tendered for receipt, if given by hand or by reputable overnight courier service; (ii) when received, if given by facsimile, or (iii) two (2) business days after same is deposited in the mail, if given by certified mail

Owner:           **City of Shoreline**  
17500 Midvale Avenue N.  
Shoreline, WA 98133

*with a copy to:*

Sound Transit: Real Property Division  
401 S. Jackson  
Seattle, WA 98104

*w/ a copy to:* Sound Transit Legal Department  
401 S. Jackson  
Seattle, WA 98104

9. **Miscellaneous.**

a. **Governing Law: Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Washington. Venue shall be proper in the Superior Court of King County.

b. **Merger.** All understandings and agreements heretofore between the parties are merged into this Agreement and any attachments hereto, which alone fully and completely expresses their agreement.

c. **Amendment.** This Agreement may not be amended orally or in any manner other than by a written agreement executed by Owner and Sound Transit.

**EXHIBIT I  
POSSESSION AND USE AGREEMENT  
(4 of 5)**

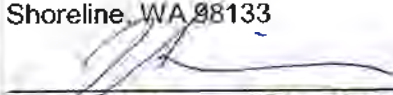



d. **Recording.** This Agreement shall be recorded in the real property records of King County.

e. **Successors and Assigns.** This Agreement shall run with the land and shall be binding upon the Parties and their respective successors and assigns.

f. **Authority.** Each Party represents and warrants that the individuals executing this Agreement are duly authorized to do so and to bind their respective Parties. In signing this Agreement, the Parties represent to each other that no other person, entity, or public agency is required to authorize that Party's signature before such signature is binding.

g. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement. |

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

GRANTOR:	GRANTEE:
City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133 	Central Puget Sound Regional Transit Authority 
By: <del>Debbie Tarry</del> John Norris Its: <del>City Manager</del> Acting City Manager	By: <del>Eric P. Decker</del> Its: DEPUTY EXECUTING DIRECTOR
Approved as to Form:  By: Margaret J. King, City Attorney Julie Ainsworth-Taylor, Assistant City Attorney	Approved as to Form  By: Sound Transit Legal Counsel

**EXHIBIT I  
POSSESSION AND USE AGREEMENT  
(5 of 5)  
EXHIBITS**

**Administrative Possession and Use Agreement**

The exhibits to this Administrative Possession and Use Agreement are on file with the Shoreline City Clerk's Office under Clerk's Receiving Number 9407.

Exhibit A – Legal Description of the Premises

Exhibit B – Fee Acquisition

Exhibit C – Wall Maintenance Easement

Exhibit D – Sewer Utility Easement

Exhibit E – Subsurface Anchors Easement

Exhibit F – Temporary Construction Easement

If you would like to review these exhibits, please contact the Shoreline City Clerk:

City of Shoreline  
Attn: City Clerk  
17500 Midvale Avenue N  
Shoreline, WA 98133-4905  
206-801-2230  
clk@shorelinewa.gov

**EXHIBIT J**

**DEED TEMPLATES**

**WHEN RECORDED RETURN TO:** (1 of 5)

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

**BARGAIN AND SALE DEED  
(SHORELINE, WASHINGTON)**

**Grantor(s):** Central Puget Sound Regional Transit Authority  
**Grantee:** City of Shoreline  
**Abbreviated Legal Description:** [Insert Abbreviated Legal](#)  
**Assessor’s Tax Parcel No(s):** [Insert Tax Parcel Number](#)  
**ROW No(s):** LL180.1 & LL180.2

[Insert Full Grantor Name](#) “Grantor”), for and in consideration of Ten Dollars (\$10.00), the mutual covenants and conditions contained herein, and for other good and valuable consideration, in hand paid, conveys, and warrants to **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“SOUND TRANSIT”)**, a regional transit authority of the State of Washington, the following described real estate, situated in the County of King, State of Washington: **See Exhibits “A, B and C.”**

**Tax Parcel Number:** [Insert Tax Parcel Number\(s\)](#)

SUBJECT to the following protective covenant:  
The City covenants to operate and maintain the site in perpetuity as a public open space or as a public parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and recreational value or open space value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that all user fees, including charges by any lessees, concessionaires, or other assignees shall be the same rate for non-City residents as for the residents for the City, unless the city has imposed specifically dedicated resources to fund recreation programs, and such different fees provide for equitable contributions to be made by City and non-City residents.







**EXHIBIT J  
DEED TEMPLATES  
(4 of 5)**

After Recording Return To:  
Shoreline City Clerk  
17500 Midvale Ave. North  
Shoreline, WA 98133-4905

**PUBLIC RIGHT-OF-WAY DEDICATION DEED**

**Reference No.:** Click or tap here to enter text.

**Grantor(s):** Click or tap here to enter text.

**Grantee(s):** City of Shoreline

**Tax Parcel ID No.:** Click or tap here to enter text.

**Abbreviated Legal Description of Property:** Click or tap here to enter text.

**Address:** Click or tap here to enter text.

This Right-of-Way Dedication is made and entered into on this Click or tap here to enter text. day of Click or tap here to enter text., 20Click or tap here to enter text., by Click or tap here to enter text., the owner of the property described below (hereinafter “Owner”), and accepted by the City of Shoreline, Washington, a municipal corporation of the State of Washington (hereinafter “City”).

**WHEREAS**, the City has approved a development, File Number Click or tap here to enter text., upon the condition that the Owner dedicates certain property to the public as right-of-way for public access and infrastructure improvements.

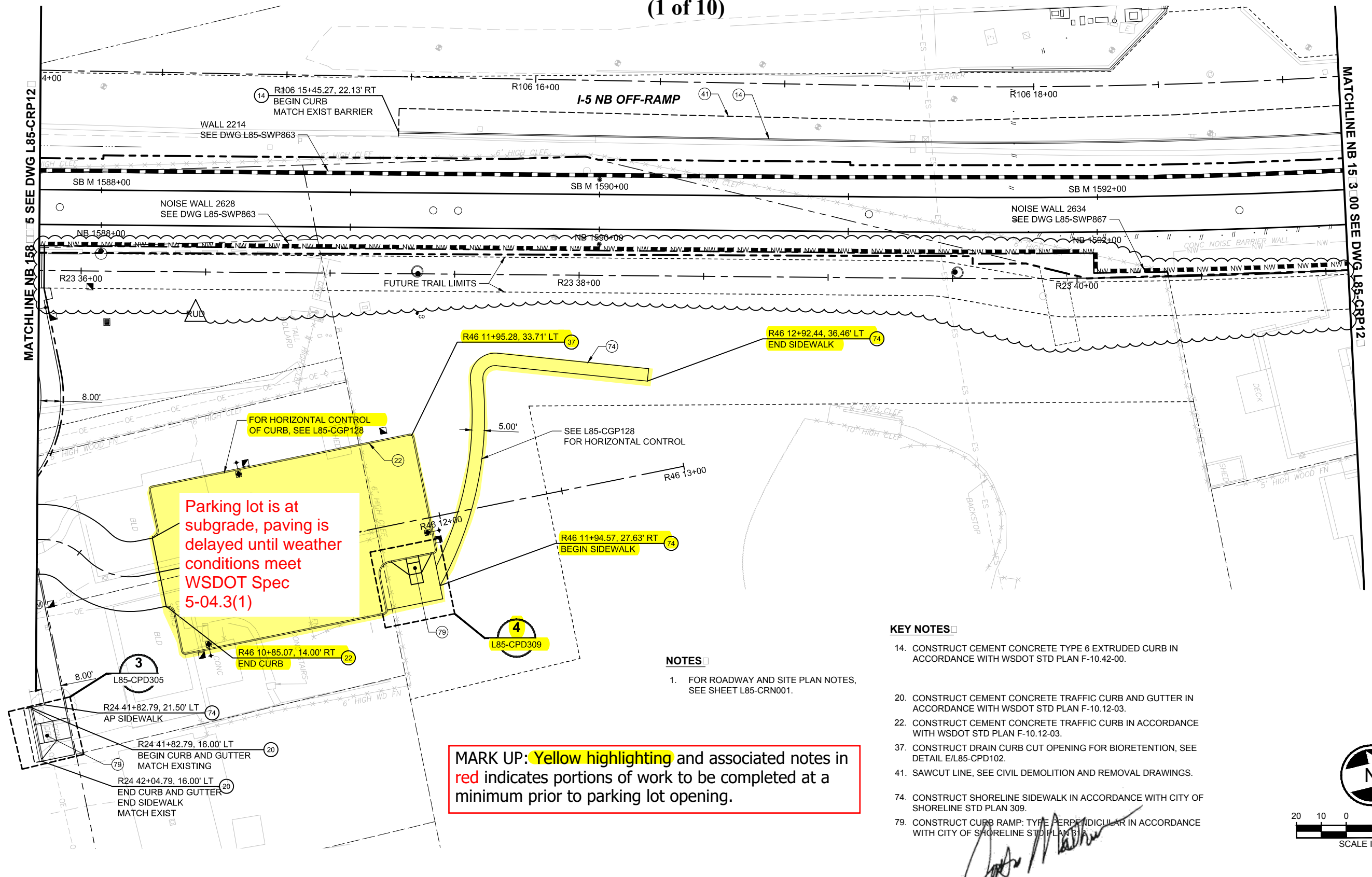
**NOW, THEREFORE**, in consideration of the development approval referenced above and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Owner hereby grants to the City in perpetuity, unless vacated by the City, a public right-of-way easement over, under, through, across, and upon that portion of property described in Exhibit A and depicted in Exhibit B (“Public Right-of-Way”) for public vehicular and pedestrian traffic, drainage, public or private utilities, lighting, signage and landscaping and other public uses permitted within public right-of-way.



# EXHIBIT K PARKING LOT MINIMUM COMPLETION – MARKUP DRAWINGS (1 of 10)

Xrefs:  
 XL200-G85-GZK020  
 XL200-L85-KAP100  
 XL200-L85-KWP100  
 XL200-L85-SEP100  
 XL200-L85-SZP100  
 XLLE-SHLN-VRX  
 XLLE-SHLN-VBP  
 XLLE-SEAT-VBP  
 GB-SEAL-JGM40855  
 XL200-L85-TSP100  
 XL200-GB-TB22-34  
 XL200-L85-eCAP100  
 XL200-L85-eCAP101  
 XL200-L85-CPH100  
 XL200-L85-CLP100  
 XL200-L85-eRPP100  
 XL200-L85-CRP100  
 XL200-L85-UCP100  
 XL200-L85-UCP300  
 XL200-L85-eUCP100  
 XL200-L85-eUCP300  
 XL200-L85-SWP100  
 XL200-L85-CEP  
 XL200-L85-CPD200  
 XL200-L85-CAP200  
 XL200-L85-CAP201  
 L200\_CPD SHEETCUTS  
 XL200-L85-JOP100



Parking lot is at subgrade, paving is delayed until weather conditions meet WSDOT Spec 5-04.3(1)

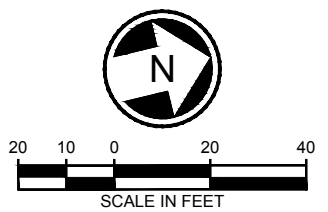
MARK UP: Yellow highlighting and associated notes in red indicates portions of work to be completed at a minimum prior to parking lot opening.

**KEY NOTES**

- 14. CONSTRUCT CEMENT CONCRETE TYPE 6 EXTRUDED CURB IN ACCORDANCE WITH WSDOT STD PLAN F-10.42-00.
- 20. CONSTRUCT CEMENT CONCRETE TRAFFIC CURB AND GUTTER IN ACCORDANCE WITH WSDOT STD PLAN F-10.12-03.
- 22. CONSTRUCT CEMENT CONCRETE TRAFFIC CURB IN ACCORDANCE WITH WSDOT STD PLAN F-10.12-03.
- 37. CONSTRUCT DRAIN CURB CUT OPENING FOR BIORETENTION, SEE DETAIL E/L85-CPD102.
- 41. SAWCUT LINE, SEE CIVIL DEMOLITION AND REMOVAL DRAWINGS.
- 74. CONSTRUCT SHORELINE SIDEWALK IN ACCORDANCE WITH CITY OF SHORELINE STD PLAN 309.
- 79. CONSTRUCT CURB RAMP: TYPE PERPENDICULAR IN ACCORDANCE WITH CITY OF SHORELINE STD PLAN B1.

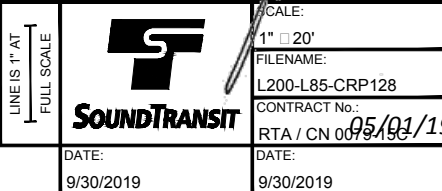
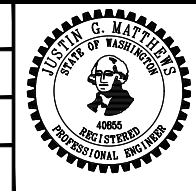
**NOTES**

- 1. FOR ROADWAY AND SITE PLAN NOTES, SEE SHEET L85-CRN001.



RUD	12/07/20	JRG	JGM	JGM	REV UNDER DEVELOPMENT - SHORELINE TAR WALL	CNR: P 012
A	04/06/20	JRG	JGM	JGM	PR #025 - ZONE 7	CNWD 018
0	09/30/19				ISSUED FOR CONTRACT / CO 002	
No.	DATE	DSN	CHK	APP	REVISION	

DESIGNED BY:  
J. GOODMAN  
 DRAWN BY:  
T. JOHNSON  
 CHECKED BY:  
C. MONKEN  
 APPROVED BY:  
J. MATTHEWS



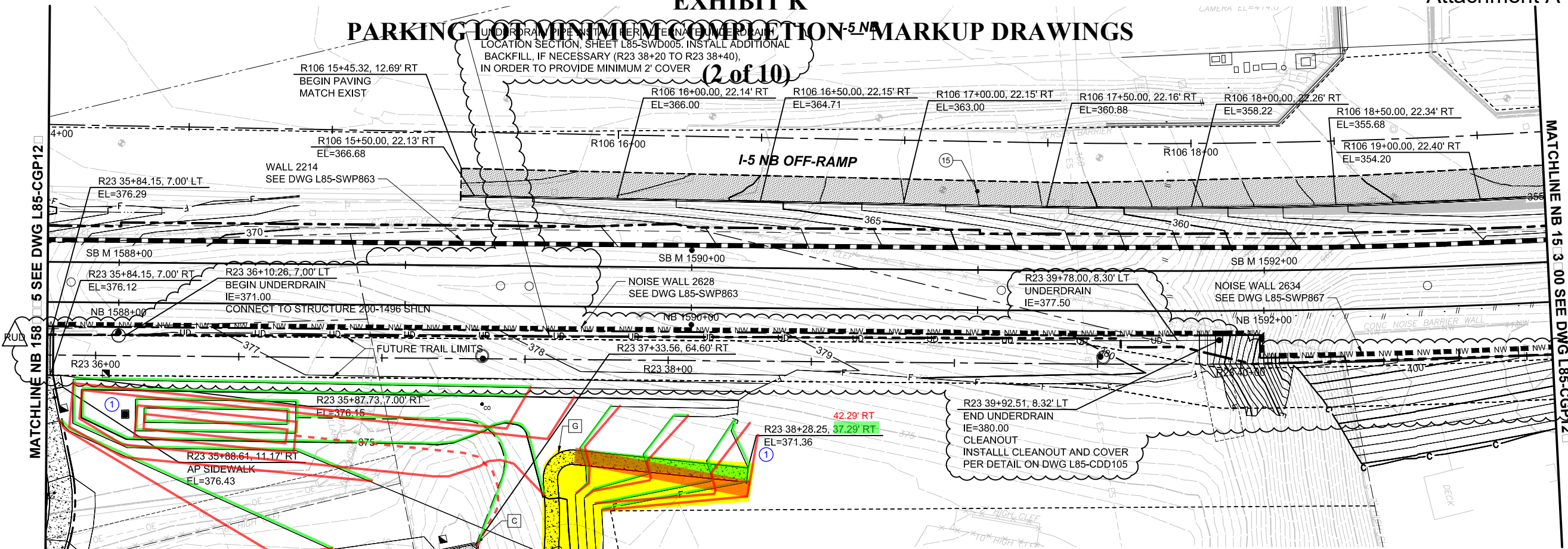
**LYNNWOOD LINK EXTENSION  
CONTRACT L200**  
 NORTHGATE STATION TO NE 200TH STREET  
 CIVIL  
 ROADWAY AND SITE PLAN  
 NB 1587.75 TO NB 1593.00

DRAWING No.:	L85-CRP128
LOCATION ID:	N16
SHEET No.:	230
REV:	RUD

12/15/20 1:28 PM | SBULL  
 Z:\1600001-160099\160216 (LYNNWOOD LINK)\CADD\DESIGN\DWG\DOCN\L200\L200-L85-CRP128.DWG

# EXHIBIT K PARKING LOT MINIMUM COMPLETION 5-N MARKUP DRAWINGS

Xrefs:  
 XL200-L85-eCAP100  
 XL200-L85-KAP100  
 XL200-L85-SEP100  
 XL200-L85-UCP300  
 XL200-L85-UCP100  
 XL200-L85-RPP100  
 XLLE-SHLN-VSP  
 XLLE-SHLN-VRX  
 XL200-L85-CRP100  
 XL200-L85-CRP100  
 XLLE-SHLN-VCN  
 XL200-L85-CGP100  
 XL200-L85-eCAP101  
 XL200-L85-KWP100  
 XL200-L85-SWP100  
 XL200-L85-SZP100  
 GB-SCAL-JOM40855  
 XL200-GB-IB22-34  
 XL200-L85-CBP  
 XL200-L85-CIP100  
 XL200-L85-eRPP100  
 XL200-L85-eUCP100  
 XL200-L85-eUCP300  
 XL200-L85-TSP100  
 XL200-L85-CAP200  
 XL200-L85-CAP201  
 XL200-L85-CPD200  
 XL200-L85-CRP100  
 XL200-L85-JOP100



Extent of grading will be as close to sidewalk as feasible, but may need to be adjusted when frontage improvements are completed.

Parking lot is at subgrade, paving is delayed until weather conditions meet WSDOT Spec 5-04.3(1)

DELTA	RADIUS	TANGENT	LENGTH	
90°00'00"	3.00'	3.00'	4.71'	
POINT	STA-O	SET	LC EL	TC EL
PC	R46 10	85.07, 14.00' RT	381.22	381.72
PT	R46 10	88.07, 17.00' RT	381.15	381.65

DELTA	RADIUS	TANGENT	LENGTH	
90°00'00"	3.00'	3.00'	4.71'	
POINT	STA-O	SET	LC EL	TC EL
PC	R46 10	85.07, 14.00' LT	380.63	381.13
PT	R46 10	88.07, 17.00' LT	380.55	381.05

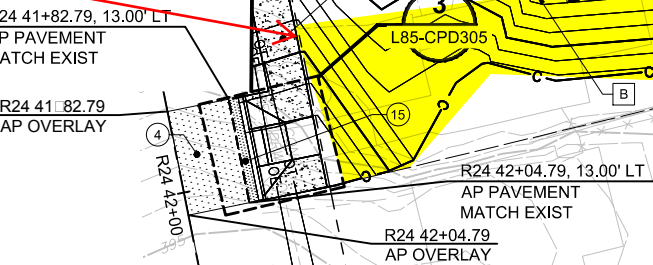
DELTA	RADIUS	TANGENT	LENGTH	
90°00'00"	1.00'	1.00'	1.57'	
POINT	STA-O	SET	LC EL	TC EL
PC	R46 10	88.07, 33.00' RT	381.47	381.97
PT	R46 10	89.07, 34.00' RT	381.46	381.96

DELTA	RADIUS	TANGENT	LENGTH
32°39'49"	135.00'	39.56'	76.96'
POINT	STA-O	SET	EL
PC	R46 11	94.57, 19.76' RT	378.37
1/4	R46 12	05.34, 3.84' RT	377.49
1/2	R46 12	13.75, 13.45' LT	376.63
3/4	R46 12	19.61, 31.76' LT	375.76
PT	R46 12	22.81, 50.72' LT	374.90

DELTA	RADIUS	TANGENT	LENGTH	
90°00'00"	1.00'	1.00'	1.57'	
POINT	STA-O	SET	LC EL	TC EL
PC	R46 11	94.57, 34.00' LT	375.98	376.48
PT	R46 11	95.57, 33.00' LT	375.97	376.47

DELTA	RADIUS	TANGENT	LENGTH
101°45'06"	10.00'	12.29'	17.76'
POINT	STA-O	SET	EL
PC	R46 12	22.81, 50.72' LT	374.90'
1/2	R46 12	27.22, 58.08' LT	374.50'
PT	R46 12	35.73, 59.31' LT	374.10'

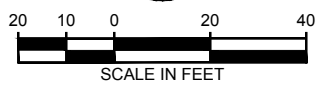
DELTA	RADIUS	TANGENT	LENGTH	
90°00'00"	1.00'	1.00'	1.57'	
POINT	STA-O	SET	LC EL	TC EL
PC	R46 10	88.07, 33.00' LT	380.24	380.74
PT	R46 10	89.07, 34.00' LT	380.19	380.69



- KEY NOTES**
- PARKING LOT HMA PAVEMENT, SEE DETAIL B/L85-CPD101.
  - HMA PLANE AND OVERLAY, SEE DETAIL H/L85-CPD101.
  - CEMENT CONCRETE SIDEWALK IN ACCORDANCE WITH CITY OF SHORELINE STD PLAN 309.
  - HMA PAVEMENT SECTION, SEE DETAIL A/L85-CPD101.

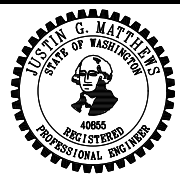
- NOTES**
- FOR GRADING AND PAVING PLAN NOTES AND LEGEND, SEE SHEET L85-CGN001.

REC-06501/FC00055  
See FSK 292, page 1

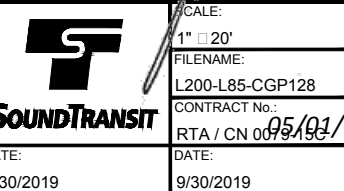


No.	DATE	DSN	CHK	APP	REVISION
RUD	12/07/20	JRG	JGM	JGM	REV UNDER DEVELOPMENT - SHORELINE TAR WALL CNR P 012
B	04/06/20	JRG	JGM	JGM	PR #025 - ZONE 7 CNWD 018
A	03/06/20	KAI	JGM	JGM	CNWD #043
0	09/30/19				ISSUED FOR CONTRACT / CO 002

DESIGNED BY:  
J. GOODMAN  
 DRAWN BY:  
T. JOHNSON  
 CHECKED BY:  
C. MONKEN  
 APPROVED BY:  
J. MATTHEWS



LINE IS AT FULL SCALE



SCALE:  
1" = 20'  
 FILENAME:  
L200-L85-CGP128  
 CONTRACT No.:  
RTA / CN 009493  
 DATE:  
9/30/2019

**LYNNWOOD LINK EXTENSION  
CONTRACT L200**  
 NORTHGATE STATION TO NE 200TH STREET

CIVIL  
 GRADING AND PAVING PLAN  
 NB 1587+75 TO NB 1593+00

DRAWING No.:  
**L85-CGP128**  
 LOCATION ID:  
N16  
 SHEET No.:  
411  
 REV:  
RUD

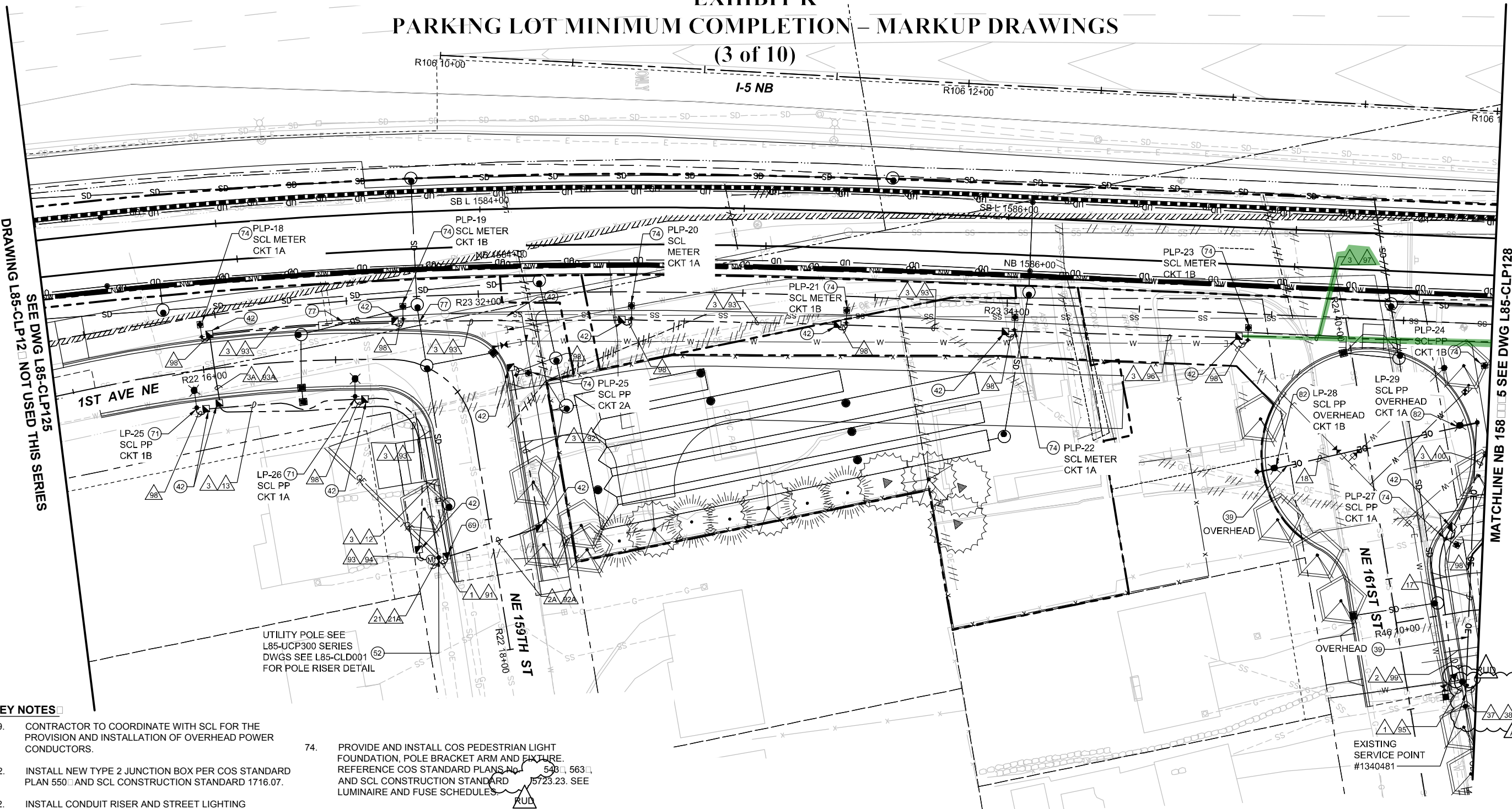
# EXHIBIT K PARKING LOT MINIMUM COMPLETION - MARKUP DRAWINGS

(3 of 10)

Xrefs:  
XL1E-SHLN-VBP  
XL1E-SHLN-VRX  
XL200-SD-C2N800  
XL200-GS-C2K200  
XL200-L85-eCAP100  
XL200-L85-CDP100  
XL200-L85-eCP100  
XL200-L85-eCRP100  
XL200-L85-eRFP100  
XL200-L85-TSP200  
XL200-L85-eUCP100  
XL200-L85-eUCP300  
XL200-L85-KAP100  
XL200-L85-SEPI100  
XL200-L85-SWP100  
XL200-L85-SZP100  
XL200-L85-UCP100  
XL200-L85-UCP300  
XL200-L85-CLP100  
XL200-L85-CMP100  
XL200-L85-CRP100  
XL200-L85-LP100  
XL200-L85-TSP100  
GB-SEA-NX24-4987  
XL200-GB-TB22-34  
XL200-L85-KWP100  
XL200-L85-CDP200  
R304-36908-FX01  
XL1E-SEAT-VBP  
XL200-L85-CP100

DRAWING L85-CLP12 NOT USED THIS SERIES  
SEE DWG L85-CLP125

MATCHLINE NB 158-5 SEE DWG L85-CLP128

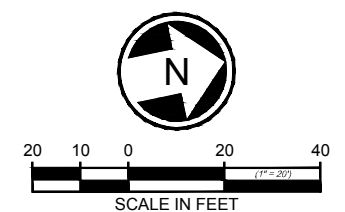


### KEY NOTES

- 39. CONTRACTOR TO COORDINATE WITH SCL FOR THE PROVISION AND INSTALLATION OF OVERHEAD POWER CONDUCTORS.
- 42. INSTALL NEW TYPE 2 JUNCTION BOX PER COS STANDARD PLAN 550 AND SCL CONSTRUCTION STANDARD 1716.07.
- 52. INSTALL CONDUIT RISER AND STREET LIGHTING CONDUCTORS ON UTILITY POLE PER SCL CONSTRUCTION STANDARD 1714.50. COORDINATE WITH SCL FOR WIRE TERMINATIONS AT UTILITY POLE.
- 69. INSTALL SCL STREETLIGHT DISTRIBUTION HANDHOLE PER SCL CONSTRUCTION STANDARD 1716.07 AND COS PLAN 550A. ALL WIRE INSTALLATION FROM SCL DISTRIBUTION HANDHOLE TO THE VAULT OR POWER POLE TO BE INSTALLED BY SCL CREWS.
- 71. PROVIDE AND INSTALL COS STREET LIGHT FOUNDATION, POLE BRACKET ARM AND FIXTURE. REFERENCE COS STANDARD PLANS NO. 543A, 563A, AND SCL CONSTRUCTION STANDARD 1716.34. SEE LUMINAIRE AND FUSE SCHEDULES.
- 74. PROVIDE AND INSTALL COS PEDESTRIAN LIGHT FOUNDATION, POLE BRACKET ARM AND FIXTURE. REFERENCE COS STANDARD PLANS NO. 543A, 563A, AND SCL CONSTRUCTION STANDARD 1723.23. SEE LUMINAIRE AND FUSE SCHEDULES.
- 77. ROUTE ELECTRICAL CONDUIT A MINIMUM 12-INCHES ABOVE OR BELOW UTILITY LINE. INSTALL CONDUIT A MINIMUM 36-INCHES BELOW FINISHED GRADE. STREET LIGHT CONDUIT CLEARANCE PER SCL 0214.00 AND 1716.07.
- 82. COORDINATE WITH SCL TO INSTALL WOOD POLE AND LUMINAIRE FIXTURE PER SCL CONSTRUCTION STANDARDS 0100.07 AND 1712.00. SEE LUMINAIRE SCHEDULE. INSTALL CONDUIT RISER AND WIRES (WHERE UNDERGROUND CONDUIT IS SHOWN TO WOOD POLE) PER SCL CONSTRUCTION STANDARDS 1712.00 AND 1714.50. COORDINATE WITH SCL FOR WIRE TERMINATIONS FOR LUMINAIRE.

### GENERAL NOTES

- 1. SEE DRAWINGS L85-CLS001 - 006 FOR LUMINAIRE AND WIRE SCHEDULES.
- 2. SEE DRAWING L85-GZN800 FOR SYMBOLS AND ABBREVIATIONS.
- 3. SEE DRAWINGS L85-CLS007 - 009 FOR BREAKER AND FUSE SCHEDULES.
- 4. SEE DRAWING L85-GZN801 FOR STREET LIGHTING GENERAL NOTES.

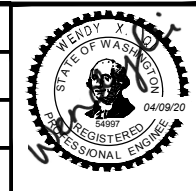


FSK 294 - Ridgecrest Irrigation Power 20201211.pdf

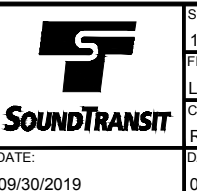
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A	04/06/20	WQ	DW	WQ	PR #025 - ZONE 7
0	09/30/19				ISSUED FOR CONTRACT / CO 002
No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:  
W. QI  
DRAWN BY:  
E. GOLLER  
CHECKED BY:  
D. WAGNER  
APPROVED BY:  
W. QI



LINE IS AT FULL SCALE



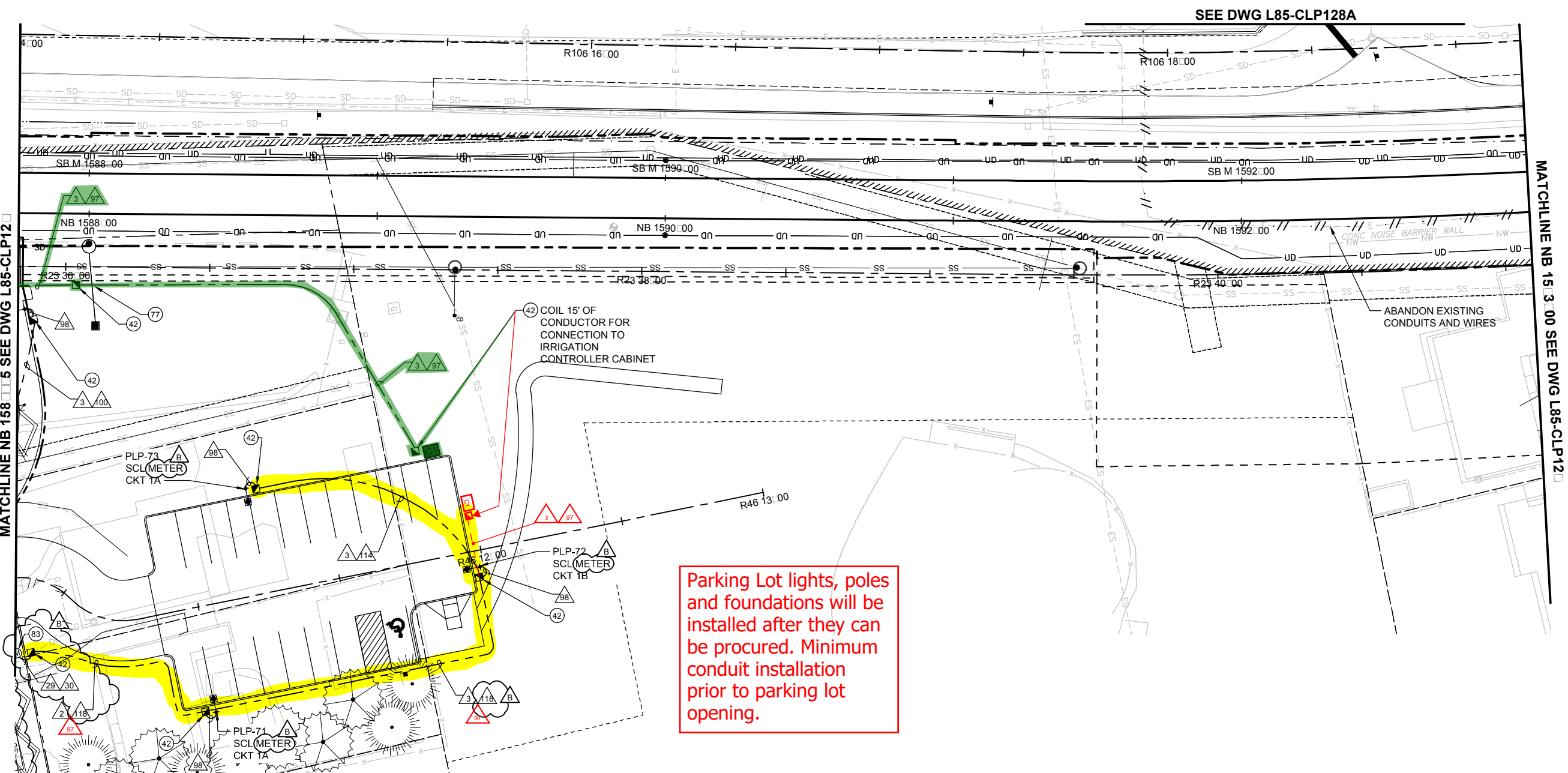
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FILENAME:  
L200-L85-CLP127  
CONTRACT No.:  
RTA / CN 0079-15C  
DATE:  
09/30/2019

**LYNNWOOD LINK EXTENSION  
CONTRACT L200**  
NORTHGATE STATION TO NE 200TH STREET  
ROADWAY ILLUMINATION  
PLAN  
NB 1582+25 TO NB 1587+75

DRAWING No.:  
**L85-CLP12**  
LOCATION ID:  
N16  
SHEET No.:  
1010  
REV:  
A

# EXHIBIT K PARKING LOT MINIMUM COMPLETION – MARKUP DRAWINGS (4 of 10)

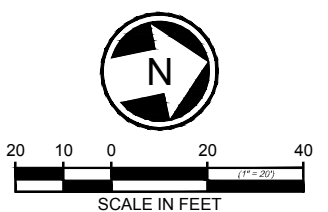
Xrefs:  
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 XLLE-SHLN-VRX  
 XL000-STD-C2N800  
 XL200-GS-G2K020  
 XL200-L85-eCAP100  
 XL200-L85-CDP100  
 XL200-L85-eCOP100  
 XL200-L85-eCLP100  
 XL200-L85-eCRP100  
 XL200-L85-eRFP100  
 XL200-L85-eTSP100  
 XL200-L85-eUCP100  
 XL200-L85-eUCP300  
 XL200-L85-eUCP300  
 XL200-L85-KAP100  
 XL200-L85-SE100  
 XL200-L85-SWP100  
 XL200-L85-SZP100  
 XL200-L85-UCP100  
 XL200-L85-UCP300  
 XL200-L85-CLP100  
 XL200-L85-CMP100  
 XL200-L85-CP100  
 XL200-L85-LPP100  
 XL200-L85-TSP100  
 XL200-L85-eCLP900  
 XL200-GB-TB22334  
 GB-SEAL-WX054997  
 R3043690B/CPSP01  
 R3043690B/FP01  
 XLLE-SEAT-VBP  
 XL200-L85-CP100



Parking Lot lights, poles and foundations will be installed after they can be procured. Minimum conduit installation prior to parking lot opening.

- KEY NOTES**
- 42. INSTALL NEW TYPE 2 JUNCTION BOX PER COS STANDARD PLAN 550 AND SCL CONSTRUCTION STANDARD 1716.07.
  - 77. ROUTE ELECTRICAL CONDUIT A MINIMUM 12-INCHES ABOVE OR BELOW UTILITY LINE. INSTALL CONDUIT A MINIMUM 36-INCHES BELOW FINISHED GRADE. STREET LIGHT CONDUIT CLEARANCE PER SCL 0211.00 AND 1716.07.
  - 83. PROVIDE AND INSTALL POWER METER. REFERENCE COS STANDARD PLAN No. 501.

- GENERAL NOTES**
1. SEE DRAWINGS L85-CLS001 - 006 FOR LUMINAIRE AND WIRE SCHEDULES.
  2. SEE DRAWING L85-GZN800 FOR SYMBOLS AND ABBREVIATIONS.
  3. SEE DRAWINGS L85-CLS007 - 009 FOR BREAKER AND FUSE SCHEDULES.
  4. SEE DRAWING L85-GZN801 FOR STREET LIGHTING GENERAL NOTES.



FSK 294 - Ridgecrest Irrigation Power 20201211.pdf

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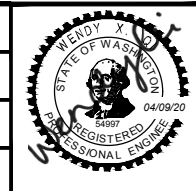
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B	04/06/20	WQ	DW	WQ	PR #025 - ZONE 7
A	10/09/19	WQ	LG	WQ	CNWD 013
0	09/30/19				ISSUED FOR CONTRACT / CO 002
No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:  
W. QI

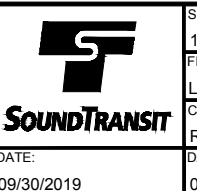
DRAWN BY:  
E. GOLLER

CHECKED BY:  
D. WAGNER

APPROVED BY:  
W. QI



71-88  
09/30/2019



SCALE:  
1" = 20'

FILENAME:  
L200-L85-CLP128

CONTRACT No.:  
RTA / CN 0079-15C

DATE:  
09/30/2019

**LYNNWOOD LINK EXTENSION  
CONTRACT L200**

NORTHGATE STATION TO NE 200TH STREET

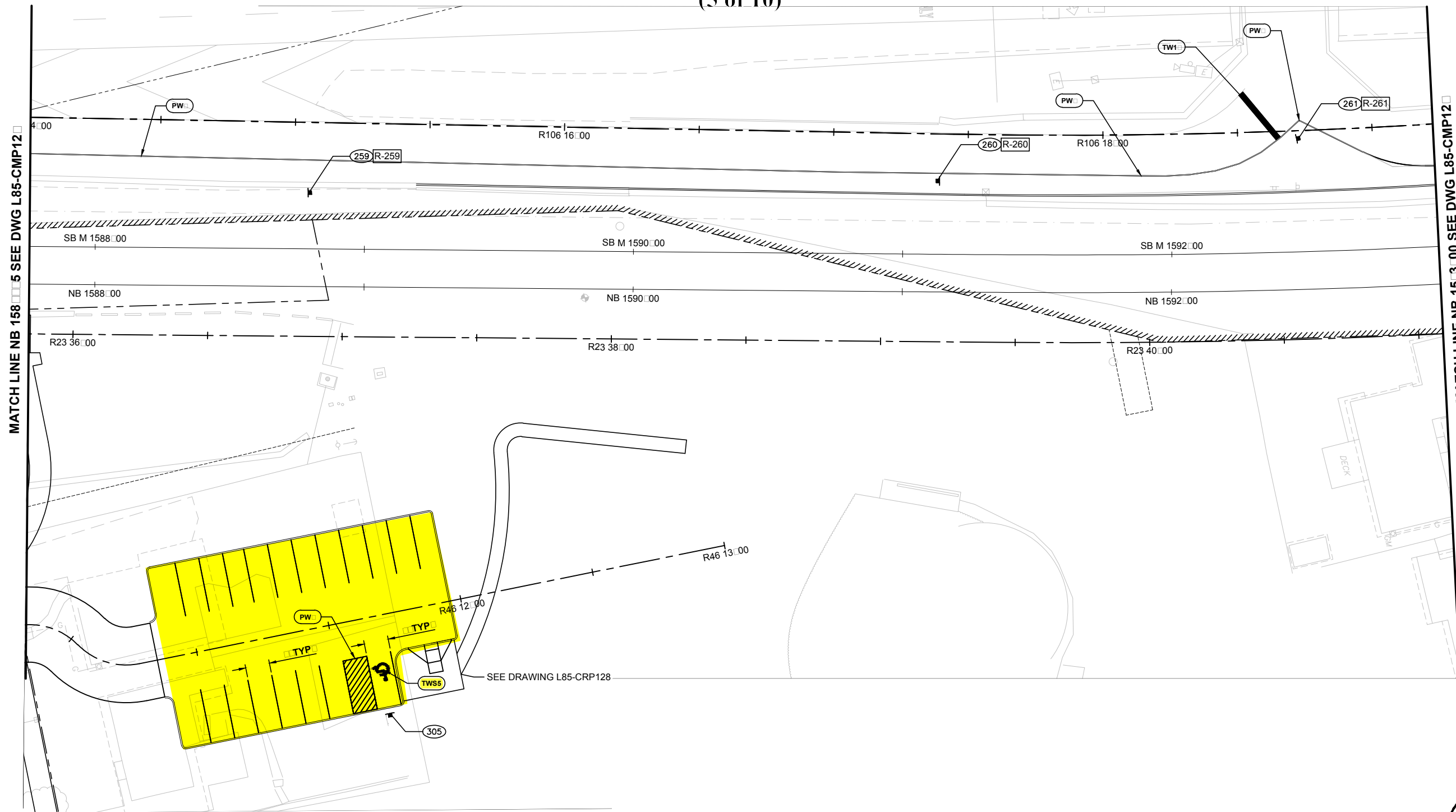
ROADWAY ILLUMINATION  
PLAN

NB 1587.75 TO NB 1593.00

DRAWING No.:		L85-CLP128	
LOCATION ID:		N16	
SHEET No.:	REV:	1011	B

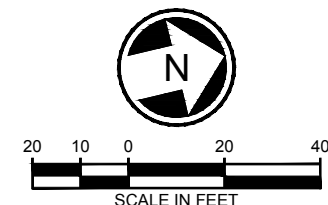
# EXHIBIT K PARKING LOT MINIMUM COMPLETION – MARKUP DRAWINGS (5 of 10)

Xrefs:  
 xLE-SHLN-VBP  
 xLE-SHLN-VRX  
 xL200-L85-KAP100  
 xL200-G85-C2K020  
 GB-SEAL-PCHU41790  
 xL200-NXX-CMP100  
 xL200-NXX-CRP100  
 xL200-RS-ecap100  
 xL200-GB-TB22x34



**NOTES**

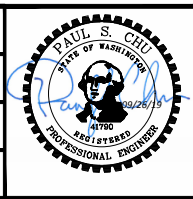
- FOR GENERAL NOTES SEE SHEET L85-CMN001



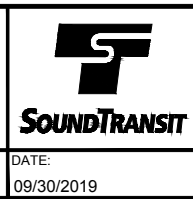
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No.	DATE	DSN	CHK	APP	REVISION
0	09/30/19				ISSUED FOR CONTRACT

DESIGNED BY:  
T. HUA  
 DRAWN BY:  
R. GREENLEE  
 CHECKED BY:  
J. GOH  
 APPROVED BY:  
P. CHU



71-89  
09/30/2019



SCALE:  
1" = 20'  
 FILENAME:  
L200-L85-CMP128  
 CONTRACT No.:  
RTA / CN 0079-15C  
 DATE:  
09/30/2019

**LYNNWOOD LINK EXTENSION  
CONTRACT L200**  
 NORTHGATE STATION TO NE 200TH STREET  
 CIVIL  
 PAVEMENT MARKING & SIGNAGE DETAIL  
 NB 1587.75 TO NB 1593.00

DRAWING No.: <b>L85-CMP128</b>	
LOCATION ID: N16	
SHEET No.: 324	REV: 0

# EXHIBIT K PARKING LOT MINIMUM COMPLETION – MARKUP DRAWINGS (6 of 10)

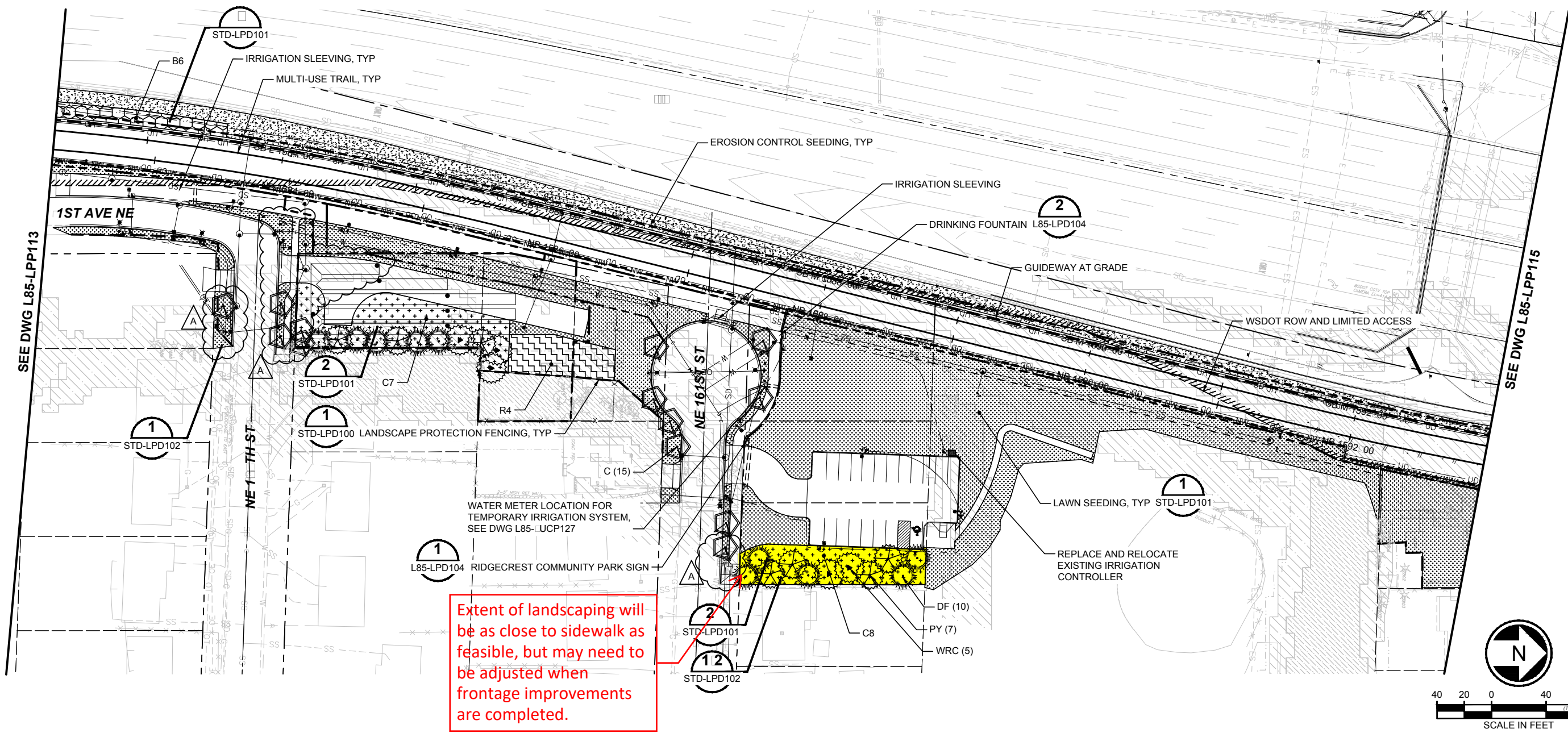
**IRRIGATION NOTES**

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR TEMPORARY IRRIGATION.
2. TEMPORARY IRRIGATION WITH AUTOMATIC CONTROLLER REQUIRED FOR PLANTING AREAS C7, C8, AND R4.
3. WATER BAGS REQUIRED FOR (4) CASCARA TREES ALONG NE 159TH ST, AND (9) CASCARA TREES ALONG NE 161ST ST.

**NOTES**

1. EACH PLANTING AREA IS ASSIGNED A REFERENCE NUMBER ON THE DRAWINGS.  
EXAMPLE: A1
2. SEE DRAWINGS L85-LPS101 THROUGH L85-LPS103 FOR PLANTING LEGENDS, SCHEDULES AND QUANTITIES.
3. SEE CIVIL REMOVAL AND DEMOLITION PLANS FOR LANDSCAPE CLEARING AND GRUBBING.
4. SEE DRAWING STD-LZN001 FOR GENERAL NOTES AND SETBACKS.
5. SEE DRAWINGS L85-LPD101 THROUGH L85-LPD103, AND STD-LPD100 THROUGH STD-LPD103 FOR PLANTING DETAILS.
6. WITHIN THE CITY OF SHORELINE, BEFORE INSTALLATION OF STREET TREES OCCURS, ANY SPECIES SUBSTITUTIONS MUST BE APPROVED BY THE CITY. ALLOW 20 DAYS FOR REVIEW.
7. FOR AREAS COMPACTED DUE TO CONSTRUCTION, AS IDENTIFIED BY THE RESIDENT ENGINEER, THE CONTRACTOR SHALL DECOMPACT AND PREPARE SOIL PER DETAIL 2, STD-LPD101.

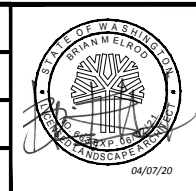
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 xl200-L85-UCP300  
 xl200-L85-CDP100  
 xl200-L85-UCP100  
 xLLE-SHUN-VBP  
 xLLE-SHUN-VWG  
 xl200-L85-KWP100  
 xl200-L85-LXP100  
 xLLE-SHUN-VCN  
 xLLE-PROP-ID  
 xl200-L85-LPP100  
 xl200-L85-SP22-34  
 xl200-L85-CRP100  
 xl200-L85-CMP100  
 xl200-L85-CLP100  
 GB-SEAL-BME663  
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 xLLE-SHUN-VRX  
 xl200-L85-eUCP100  
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 R3043690BFXP01



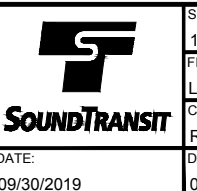
Extent of landscaping will be as close to sidewalk as feasible, but may need to be adjusted when frontage improvements are completed.

No.	DATE	DSN	CHK	APP	REVISION
A	04/06/20	JL	BE	BE	PR #025 - ZONE 7 CNWD 018
0	09/30/19				ISSUED FOR CONTRACT / CO 002

DESIGNED BY:  
 J. LOGAN  
 DRAWN BY:  
 L. NGET  
 CHECKED BY:  
 B. ELROD  
 APPROVED BY:  
 B. ELROD



LINE IS 1" AT FULL SCALE



SCALE:  
 1"=40'  
 FILENAME:  
 L200-L85-LPP114  
 CONTRACT No.:  
 RTA / CN 0079-15C  
 DATE:  
 09/30/2019

**LYNNWOOD LINK EXTENSION**  
**CONTRACT L200**  
 NORTHGATE STATION TO NE 200TH STREET  
**CORRIDOR LANDSCAPING**  
**PLANTING PLAN**

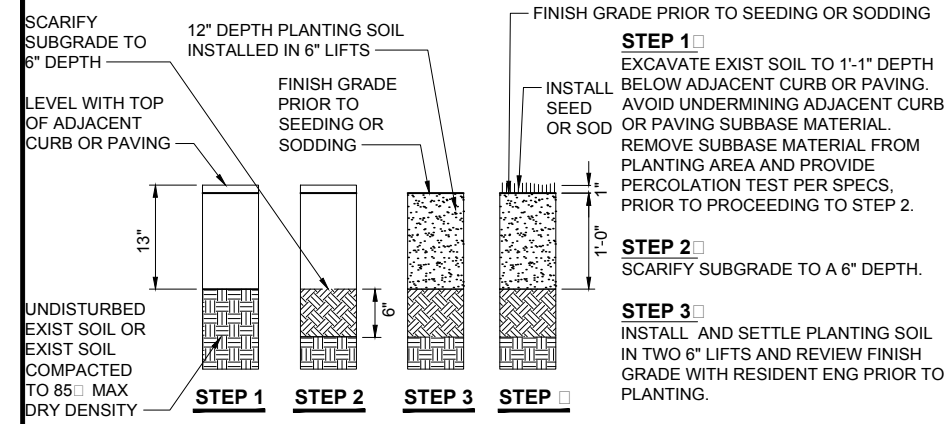
DRAWING No.: <b>L85-LPP11</b>	
LOCATION ID: <b>N16</b>	
SHEET No.: 1776	REV: A

04/07/20 | 8:57 AM | JLOGAN C:\CADD\BIP\W\WEST\COAST\LOGANDMS8309\200-L85-LPP114.DWG





# EXHIBIT K PARKING LOT MINIMUM COMPLETION MARKING DRAWINGS (8 of 10)



**STEP 1** SCARIFY SUBGRADE TO 6" DEPTH. LEVEL WITH TOP OF ADJACENT CURB OR PAVING.

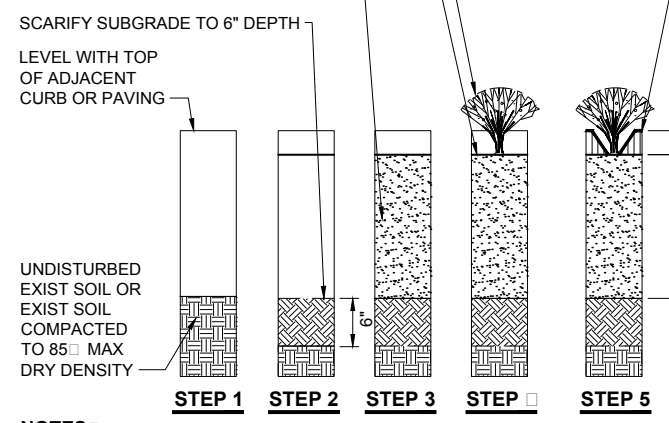
**STEP 2** 12" DEPTH PLANTING SOIL INSTALLED IN 6" LIFTS. FINISH GRADE PRIOR TO SEEDING OR SODDING.

**STEP 3** FINISH GRADE PRIOR TO SEEDING OR SODDING.

**STEP 4** INSTALL SEED OR SOD. FINISH GRADE PRIOR TO SEEDING OR SODDING.

**NOTE**  
1. ALL DIMENSIONS INDICATE COMPACTED DEPTHS. PLANTING SOIL SHALL BE COMPACTED TO 85% MAX DRY DENSITY.

**LAWN AREA SOIL PREPARATION 1**  
SCALE: NTS  
STD-LPD101



**STEP 1** SCARIFY SUBGRADE TO 6" DEPTH. LEVEL WITH TOP OF ADJACENT CURB OR PAVING.

**STEP 2** SCARIFY SUBGRADE TO 6" DEPTH.

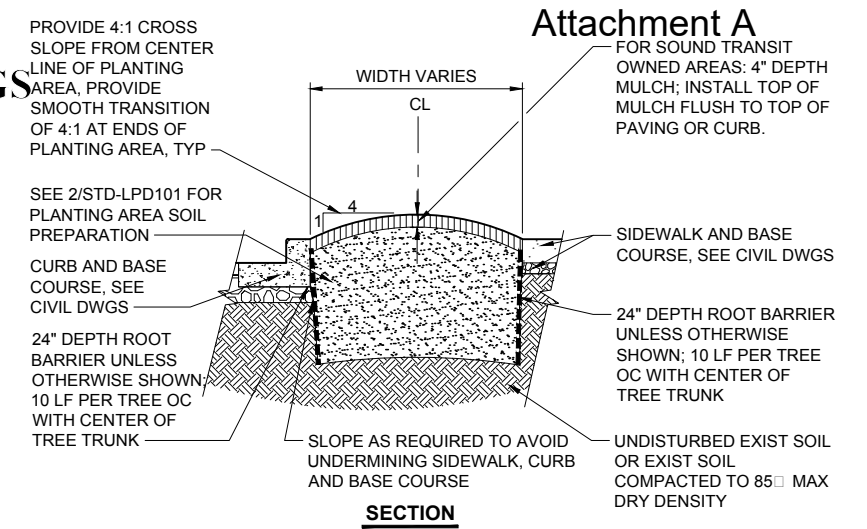
**STEP 3** INSTALL AND SETTLE MIN 18" DEPTH PLANTING SOIL IN 6" LIFTS. INSTALL PLANTING SOIL & REVIEW FINISH GRADE WITH RESIDENT ENG PRIOR TO PLANTING. ADDITIONAL DEPTH OF PLANTING SOIL MAY BE REQUIRED TO PROVIDE MOUNDING OR CROSS SLOPE WHERE SHOWN ON DWGS.

**STEP 4** INSTALL PLANTS, MATERIALS, & IRRIGATION SYSTEM PER DETAILS. WHERE EROSION CONTROL BLANKET IS USED, CUT ONE SLIT PER PLANT IN EROSION CONTROL BLANKET PERPENDICULAR TO SLOPE DIRECTION, ABOUT TWICE SIZE OF ROOT BALL, SPREAD BLANKET OPEN, PLANT PER PLANTING DETAILS, AND FOLD BLANKET TOGETHER AFTER PLANTING.

**STEP 5** INSTALL MULCH TO A 4" DEPTH UNLESS OTHERWISE NOTED.

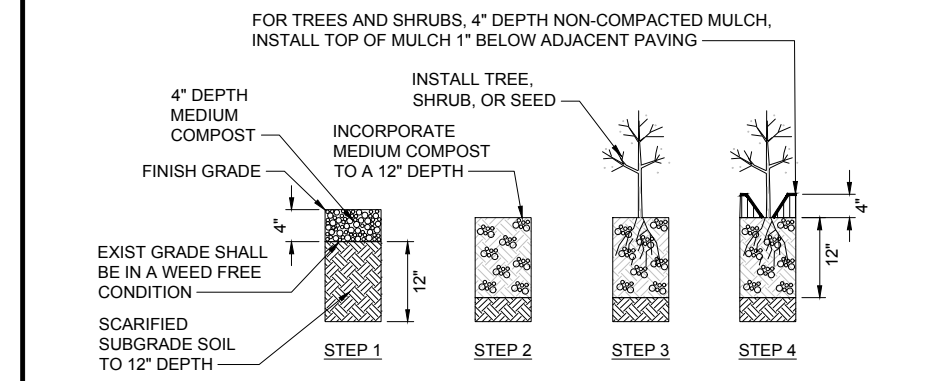
**NOTES**  
1. ALL DIMENSIONS INDICATE COMPACTED DEPTHS. COMPOST, PLANTING SOIL AND MULCH SHALL BE COMPACTED TO 85% MAX DRY DENSITY.  
2. INCREASE THE DEPTH OF EXCAVATION AND PLANTING SOIL TO A MIN 18" COMPACTED DEPTH AT TREE LOCATIONS WITHIN STATION AREAS, AND COMPACTED AREAS IDENTIFIED BY THE RESIDENT ENGINEER. SEE TREE PLANTING DETAILS ON SHEET STD-LPD102.  
3. COORDINATE SOIL PREPARATION WITH UTILITY LOCATIONS TO AVOID ANY CONFLICT. PROTECT EXIST UTILITIES AS NEEDED.

**PLANTING AREA SOIL PREPARATION 1**  
SCALE: NTS  
STD-LPD101



**NOTES**  
1. ROOT BARRIER SHALL ABUT SIDEWALK EDGE OR CURB.  
2. TOP OF ROOT BARRIER SHALL BE 2" BELOW TOP OF PAVING OR CURB.  
3. CAREFULLY HAND DIG PLANTING EDGES TO AVOID UNDERMINING ADJACENT CURB & SIDEWALK PAVING SUBBASE.  
4. CONTRACTOR TO VERIFY POSITIVE DRAINAGE WITH RESIDENT ENGINEER PRIOR TO SOIL PREPARATION AND PLANTING. IF DRAINAGE IS UNACCEPTABLE, FIELD DIRECTED MEASURES SHALL BE PROVIDED TO ENSURE PLANTING AREAS DRAIN ADEQUATELY TO SUPPORT PLANT GROWTH. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, GRAVEL TRENCH DRAINS AND PERFORATED PIPES CONNECTED TO CATCHBASINS, SEE SPECS.

**SIDEWALK PLANTING SOIL PREPARATION 3**  
SCALE: NTS  
STD-LPD101



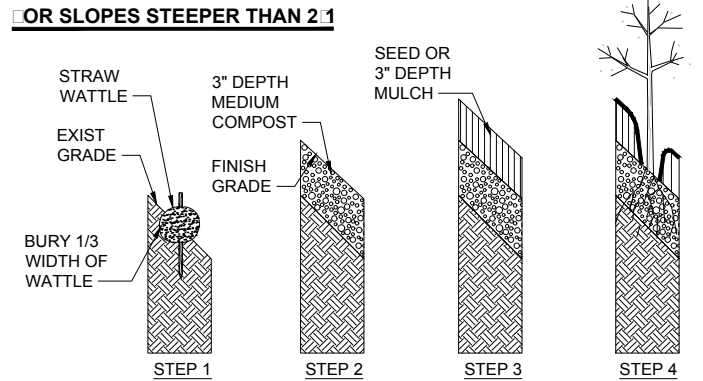
**STEP 1** SCARIFY SUBGRADE SOIL. VERIFY POSITIVE DRAINAGE. PLACE COMPOST ON TOP OF EXIST GRADE.

**STEP 2** INCORPORATE MEDIUM COMPOST AND THOROUGHLY MIX TO A HOMOGENOUS BLEND.

**STEP 3** INSTALL PLANTS PER DETAILS, AVOID WATTLES.

**STEP 4** INSTALL MULCH 3" DEPTH.

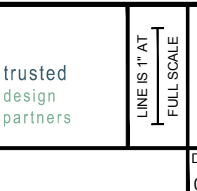
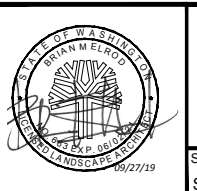
**PLANTING AREA SOIL PREPARATION 2**  
SCALE: NTS  
STD-LPD101



**NOTES**  
1. WATTLES SHALL BE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 9-14.5(5). INSTALL WATTLES ALONG CONTOURS. INSTALLATION SHALL BE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 8-01.3(10).  
2. SECURELY KNOT EACH END OF WATTLE. OVERLAP ADJACENT ENDS 12" BEHIND ONE ANOTHER AND SECURELY TIE TOGETHER. STAGGER JOINTS BETWEEN WATTLE ROWS.  
3. PILOT HOLES MAY BE DRIVEN THROUGH THE WATTLES AND INTO THE SOIL WHEN SOIL CONDITIONS REQUIRE.  
4. COMPACT EXCAVATED SOIL AND TRENCHES TO PREVENT UNDERCUTTING. ADDITIONAL STAKING MAY BE NECESSARY TO PREVENT UNDERCUTTING.  
5. INSTALL WATTLES PERPENDICULAR TO FLOW ALONG CONTOURS.  
6. WATTLES SHALL BE INSPECTED REGULARLY, AND IMMEDIATELY AFTER A RAINFALL PRODUCES RUNOFF, TO ENSURE THEY REMAIN THOROUGHLY ENTRENCHED AND IN CONTACT WITH THE SOIL.  
7. PERFORM MAINTENANCE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 8-01.3(15).  
8. REFER TO WSDOT STANDARD SPECIFICATION 8-01.3(16) FOR REMOVAL.

**STEEP SLOPE PREPARATION**  
SCALE: NTS  
STD-LPD101

DESIGNED BY:	J. LOGAN
DRAWN BY:	L. NGET
CHECKED BY:	B. ELROD
APPROVED BY:	B. ELROD
ISSUED FOR CONTRACT	09/30/19

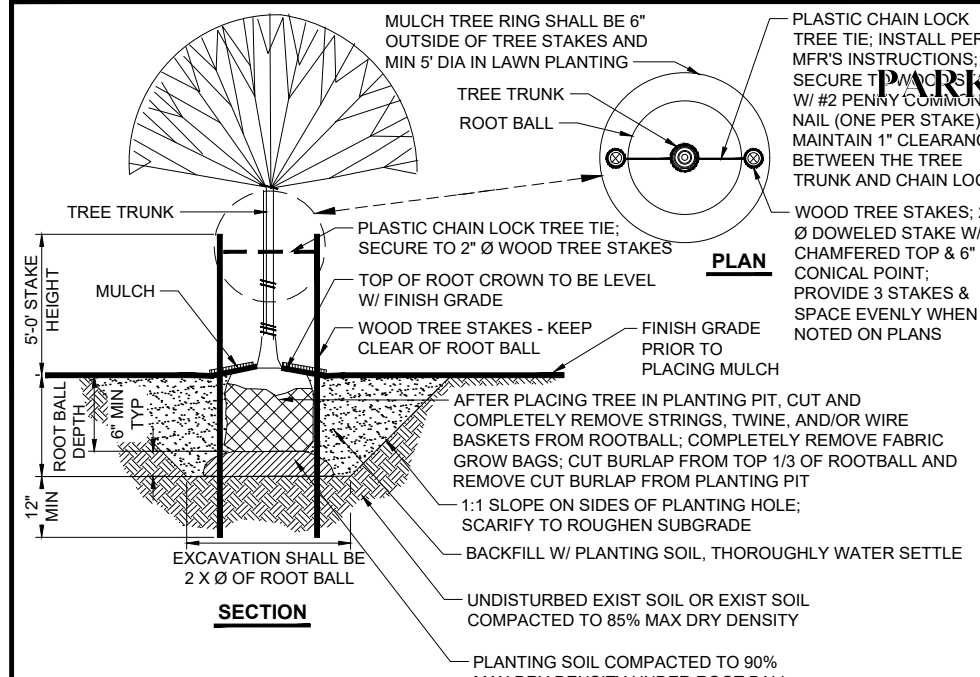


REVIEWED BY SPU/WATER ENGINEERING:	20
REVIEWED BY SPU/DRAINAGE:	20
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING:	20
INITIALS AND DATE REVIEWED:	20
REVISD AS-BUILT:	20

SDOT PROJECT ADDRESS	100 NE 103RD ST
SDOT PROJECT NO.	307808
COS SHEET No.:	
VAULT PLAN NO.	
VAULT SERIAL NO.	
DRAWING No.:	STD-LPD101
LOCATION ID:	
SHEET No.:	1869
REV:	0

09/26/19 | 3:31 PM | JLOGAN C:\CADD\BILLE-PRINTING\200-MAIN\DWG\200-STD-LPD101.DWG

Xrefs:  
 xL000-STD-LPD002  
 xL200-GB-SP22x34  
 GB-SEAL-IBV637

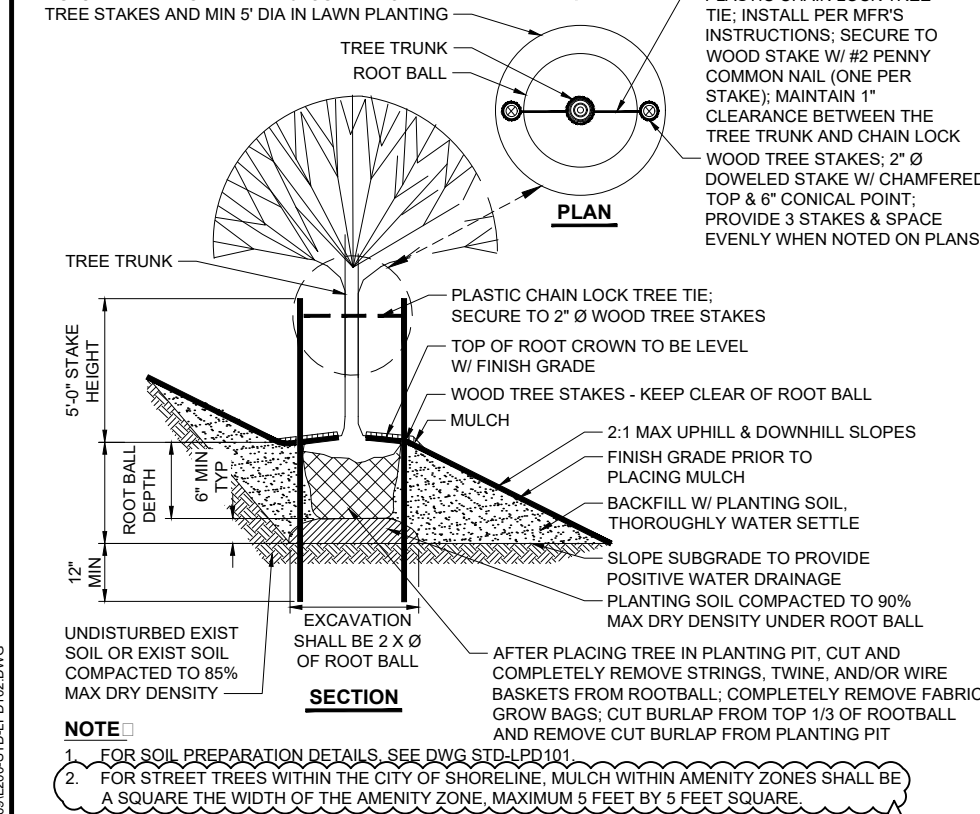


**NOTES**

- SEE DETAIL 7, SHEET STD-LSD101 WHERE TREE IS PLANTED IN TREE GRATE.
- FOR SOIL PREPARATION DETAILS, SEE DWG STD-LPD101.
- ROTATE TREES IN PLANTING AREAS ADJACENT TO VEHICULAR ZONES SO THAT THE DOMINATE BRANCHES ALIGN PARALLEL TO THE VEHICULAR ZONES.
- FOR STREET TREES WITHIN THE CITY OF SHORELINE, MULCH WITHIN AMENITY ZONES SHALL BE A SQUARE THE WIDTH OF THE AMENITY ZONE, MAXIMUM 5 FEET BY 5 FEET SQUARE.

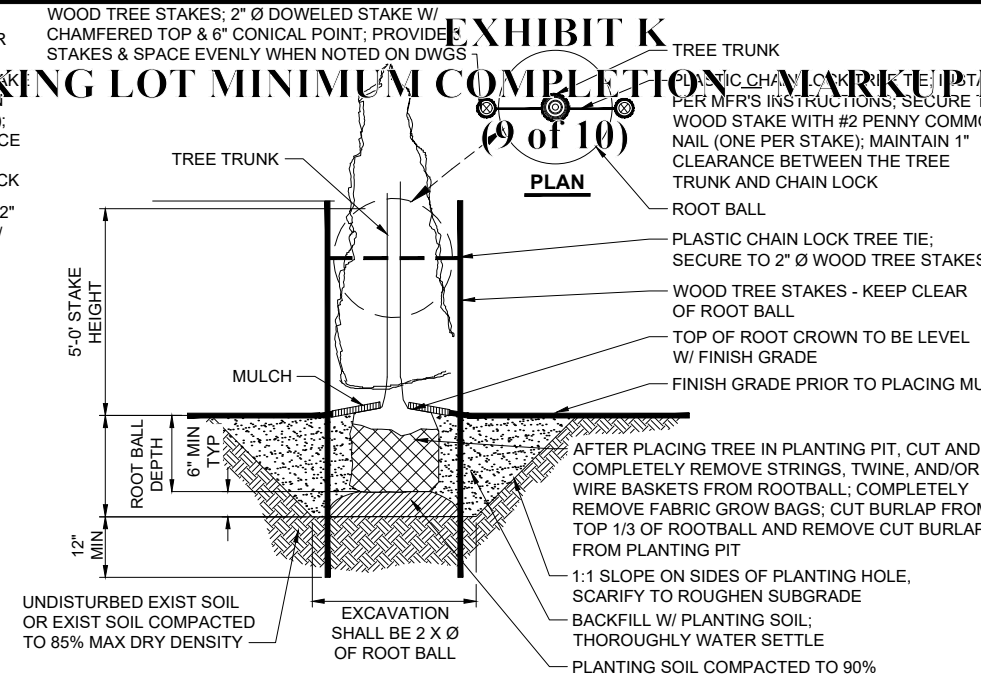
**DECIDUOUS TREE PLANTING**

SCALE: 3/8" = 1'-0"



**DECIDUOUS TREE PLANTING ON A SLOPE**

SCALE: 3/8" = 1'-0"

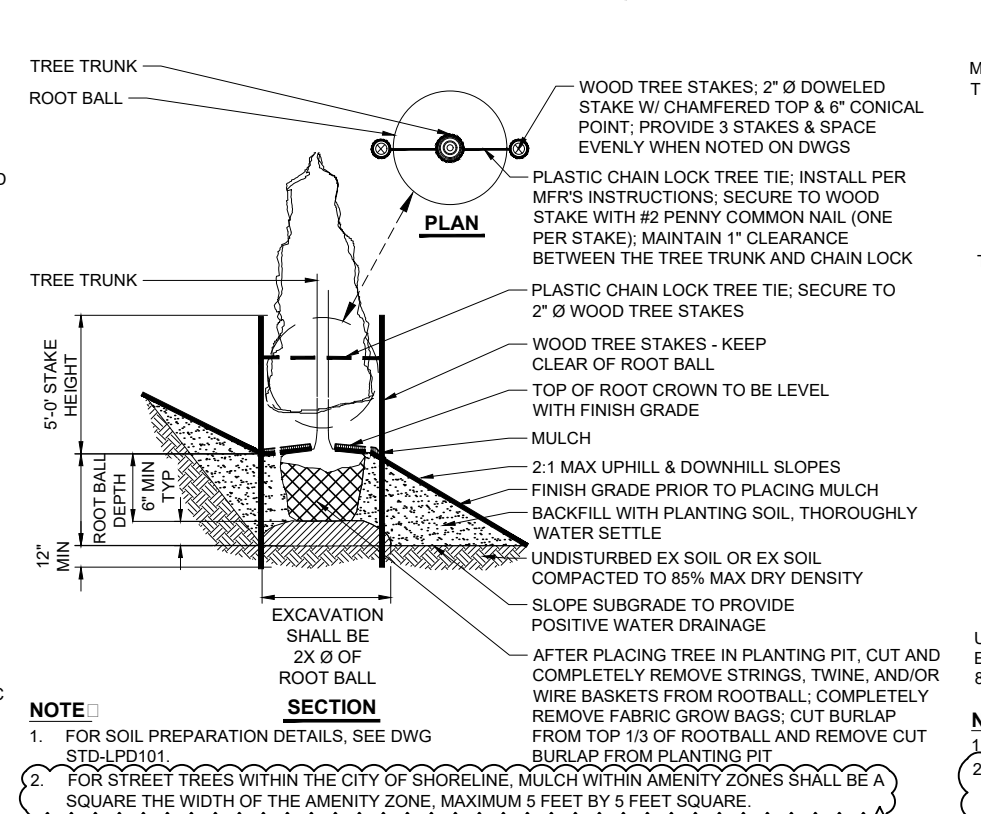


**NOTES**

- FOR SOIL PREPARATION DETAILS, SEE DWG STD-LPD101.
- FOR CONIFER TREES LESS THAN 6' IN HEIGHT, ONE TREE STAKE AT AN ANGLE IS ACCEPTABLE.
- FOR STREET TREES WITHIN THE CITY OF SHORELINE, MULCH WITHIN AMENITY ZONES SHALL BE A SQUARE THE WIDTH OF THE AMENITY ZONE, MAXIMUM 5 FEET BY 5 FEET SQUARE.

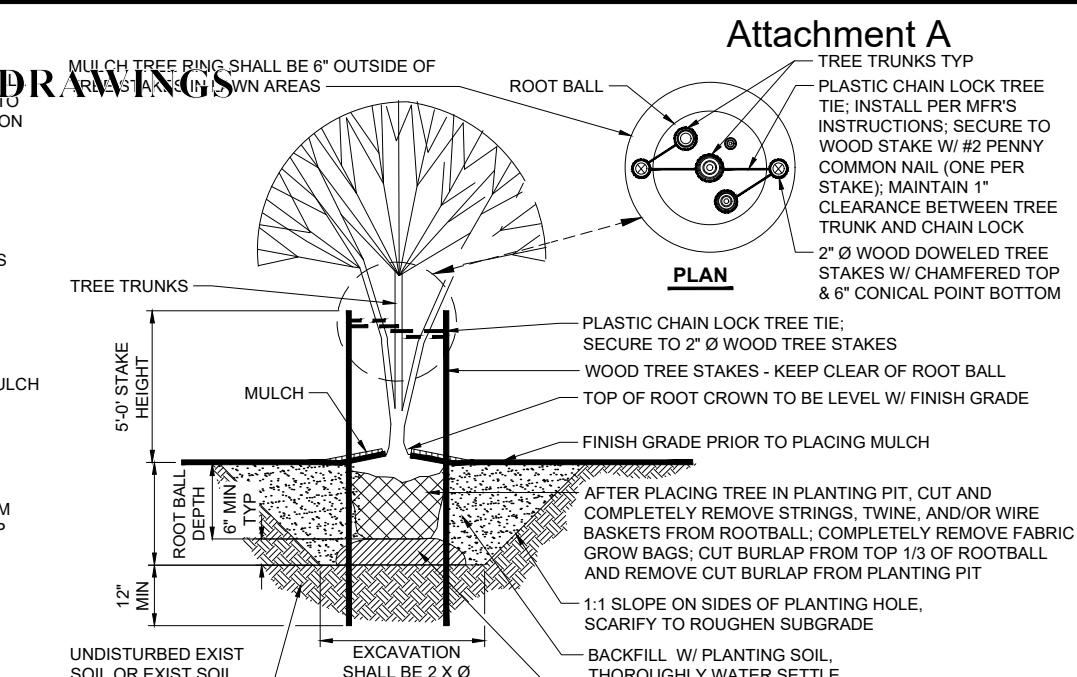
**CONIFER TREE PLANTING**

SCALE: 3/8" = 1'-0"



**CONIFER TREE PLANTING ON A SLOPE**

SCALE: 3/8" = 1'-0"

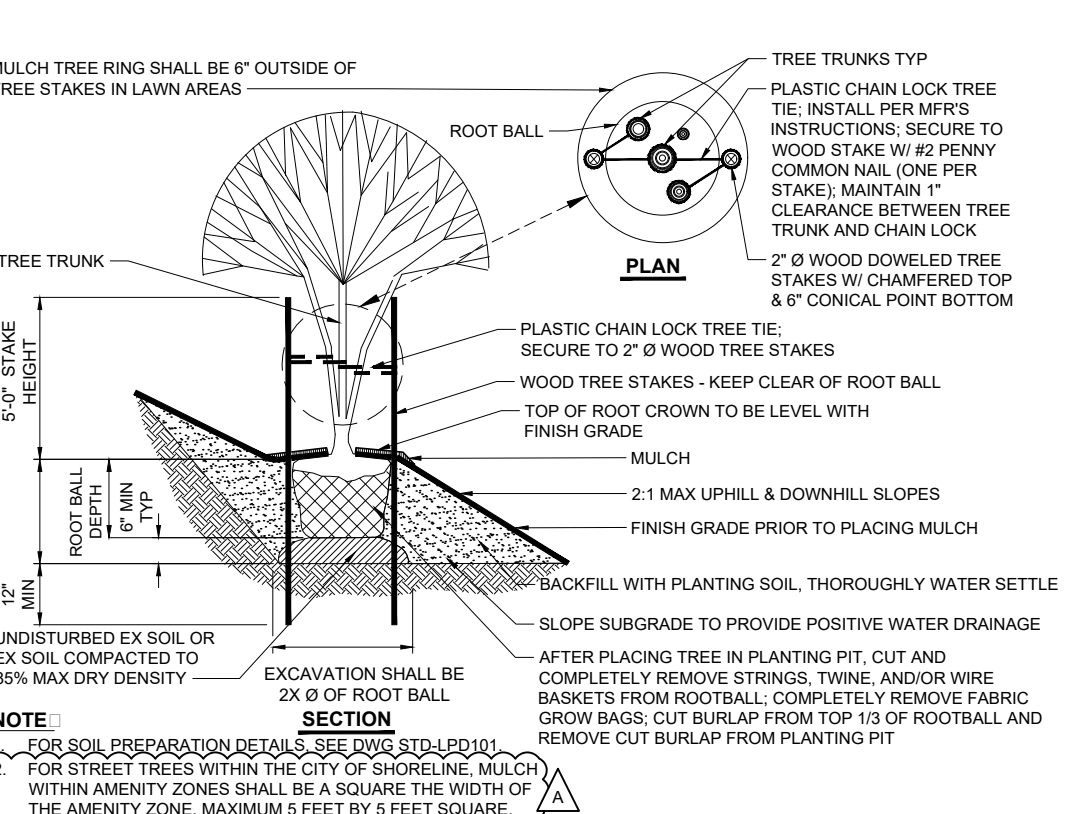


**NOTES**

- FOR SOIL PREPARATION DETAILS, SEE DWG STD-LPD101.
- WHERE SLOPE EXCEEDS 3:1, REFER TO DETAIL 6/STD-LPD102.
- FOR STREET TREES WITHIN THE CITY OF SHORELINE, MULCH WITHIN AMENITY ZONES SHALL BE A SQUARE THE WIDTH OF THE AMENITY ZONE, MAXIMUM 5 FEET BY 5 FEET SQUARE.

**MULTI-TRUNK DECIDUOUS TREE PLANTING**

SCALE: 3/8" = 1'-0"



**MULTI-TRUNK DECIDUOUS TREE PLANTING ON A SLOPE**

SCALE: 3/8" = 1'-0"

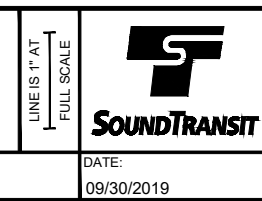
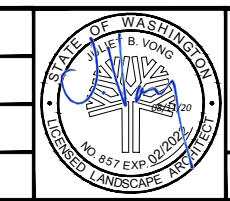
**EXHIBIT K**

**PARKING LOT MINIMUM COMPLETION MARKET DRAWINGS**

(9 of 10)

**Attachment A**

DESIGNED BY:	J. VONG
DRAWN BY:	M. WALTON
CHECKED BY:	D. KOONTS
APPROVED BY:	J. VONG
DATE:	09/30/2019



SCALE:	AS NOTED
FILENAME:	L200-STD-LPD102
CONTRACT No.:	RTA / CN 0079-15C
DATE:	09/30/2019

**LYNNWOOD LINK EXTENSION  
 CONTRACT L200**  
 NORTHGATE STATION TO NE 200TH STREET

LANDSCAPE  
 PLANTING  
 DETAILS

DRAWING No.:	STD-LPD102
LOCATION ID:	
SHEET No.:	1870
REV:	A

CORRIDOR PLANTING MIX SCHEDULE

QUANTITY	BOTANICAL NAME	COMMON NAME	ROOT CONDITION	SIZE	REMARKS	QUANTITY	BOTANICAL NAME	COMMON NAME	ROOT CONDITION	SIZE	REMARKS
111	ACER CAMPESTRE 'PANACEK'	HEDGE MAPLE 'METRO GOLD'	#2 CONT.	24 INCH HT	MIN. 3 BRANCHES	104	PINUS THUNBERGII 'THUNDERHEAD'	DWARF JAPANESE BLACK PINE	#2 CONT.	15 INCH HT	NATURAL FORM; SINGLE LEADER
35	ACER CAMPESTRE 'PANACEK'	HEDGE MAPLE 'METRO GOLD'	#5 CONT.	4 FT HT	MIN. 5 BRANCHES	52	PINUS THUNBERGII 'THUNDERHEAD'	DWARF JAPANESE BLACK PINE	#5 CONT.	15 INCH HT	NATURAL FORM; SINGLE LEADER
1541	ACER CIRCINATUM	VINE MAPLE	#2 CONT.	24 INCH HT	MIN. 3 BRANCHES	292	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	B&B	8 FT HT	NATURAL FORM; SINGLE LEADER
739	ACER CIRCINATUM	VINE MAPLE	#5 CONT.	4 FT HT	MIN. 5 BRANCHES	145	RHAMNUS PURSHIANA	CASCARA	B&B	1.5 IN. CAL.	MIN. 3 BRANCHES
47	ACER PSEUDOPLATANUS	SYCAMORE MAPLE	B&B	1.5 IN. CAL.	MIN. 5 BRANCHES	60	RHAMNUS PURSHIANA	CASCARA	#2 CONT.	12 INCH HT	MIN. 3 BRANCHES
230	ACER TRUNCATUM X A. PLATANOIDES 'KEITHSFORM'	NORWEGIAN SUNSET MAPLE	B&B	1.5 IN. CAL.	MIN. 5 BRANCHES	74	RHAMNUS PURSHIANA	CASCARA	#5 CONT.	15 INCH HT	MIN. 5 BRANCHES
280	ACER TRUNCATUM X A. PLATANOIDES 'WARRENRED'	PACIFIC SUNSET MAPLE	B&B	1.5 IN. CAL.	MIN. 5 BRANCHES	2436	ROSA GYMOCARPA	BALDHIP ROSE	#1 CONT.	10 INCH HT	GRADE NO. 1 (MIN. 3 CANES)
135	CHAMAECYPARIS OBTUSA 'GRACILIS'	SLENDER HINOKI FALSE CYPRESS	#2 CONT.	9 INCH HT	NATURAL FORM; SINGLE LEADER	900	ROSA NUTKANA	NOOTKA ROSE	#1 CONT.	10 INCH HT	GRADE NO. 1 (MIN. 3 CANES)
104	CHAMAECYPARIS OBTUSA 'GRACILIS'	SLENDER HINOKI FALSE CYPRESS	#5 CONT.	15 INCH HT	NATURAL FORM; SINGLE LEADER	2727	RUBUS PARVIFLORUS	THIMBLEBERRY	#1 CONT.	9 INCH HT	MIN. 3 CANES
1541	CORYLUS CORNUTA	BEAKED HAZELNUT	#2 CONT.	12 INCH		626	RUBUS PARVIFLORUS	THIMBLEBERRY	#5 CONT.	30 INCH HT	MIN. 3 CANES
450	CORYLUS CORNUTA	BEAKED HAZELNUT	#5 CONT.	2 FT.		1800	SAMBUCUS RACEMOSA	RED ELDERBERRY	#2 CONT.	12 INCH HT	MIN. 3 CANES
277	CORNUS NUTTALII	PACIFIC DOGWOOD	B&B	1.5 IN. CAL.	MIN. 5 BRANCHES	132	SAMBUCUS RACEMOSA	RED ELDERBERRY	#5 CONT.	24 INCH HT	MIN. 4 CANES
4133	CORNUS SERICEA	RED TWIG DOGWOOD	#2 CONT.	15 INCH HT	MIN. 3 BRANCHES	3336	SYMPHORICARPOS ALBUS	SNOWBERRY	#1 CONT.	9 INCH HT	MIN. 3 CANES
1313	GAULTHERIA SHALLON	SALAL	#1 CONT.	6 INCH HT		626	SYMPHORICARPOS ALBUS	SNOWBERRY	#5 CONT.	30 INCH HT	MIN. 3 CANES
5966	MAHONIA AQUIFOLIUM	TALL OREGON GRAPE	#2 CONT.	6 INCH HT		44	THUJA PLICATA	WESTERN REDCEDAR	#5 CONT.	2 FT HT	NATURAL FORM; SINGLE LEADER
1247	MAHONIA AQUIFOLIUM	TALL OREGON GRAPE	#5 CONT.	30 INCH HT		232	THUJA PLICATA	WESTERN REDCEDAR	B&B	8 FT HT	NATURAL FORM; SINGLE LEADER
834	MYRICA CALIFORNICA	PACIFIC WAX MYRTLE	#2 CONT.	12 INCH HT	MIN. 3 CANES	813	THUJA PLICATA 'EXCELSA'	EXCELSA WESTERN REDCEDAR	#2 CONT.	18 INCH HT	NATURAL FORM; SINGLE LEADER
3682	MYRICA CALIFORNICA	PACIFIC WAX MYRTLE	#5 CONT.	30 INCH HT	MIN. 3 CANES	779	THUJA PLICATA 'EXCELSA'	EXCELSA WESTERN REDCEDAR	#5 CONT.	2 FT HT	NATURAL FORM; SINGLE LEADER
91	PINUS CONTORTA	SHORE PINE	#2 CONT.	12 INCH HT	NATURAL FORM; SINGLE LEADER	3682	VACCINIUM OVATUM	EVERGREEN HUCKLEBERRY	#5 CONT.	30 INCH HT	
75	PINUS CONTORTA	SHORE PINE	#5 CONT.	18 INCH HT	NATURAL FORM; SINGLE LEADER	578	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN FOUNTAIN GRASS	#2 CONT.		PLANT AT 18" OC
204	PINUS CONTORTA	SHORE PINE	B&B	8 FT HT	NATURAL FORM; SINGLE LEADER	43	PRUNUS LAUROCERASUS 'MOUNT VERNON'	MT. VERNON LAUREL	#2 CONT.		PLANT AT 4' OC
286	PINUS FLEXIS 'VANDERWOLF'S'	VANDERWOLF'S PYRAMIDAL PINE	#2 CONT.	9 INCH	NATURAL FORM; SINGLE LEADER						
200	PINUS FLEXIS 'VANDERWOLF'S'	VANDERWOLF'S PYRAMIDAL PINE	#5 CONT.	15 INCH	NATURAL FORM; SINGLE LEADER						

See FBK 035 (2) PSEUDOTSUGA MENZIESII DOUGLAS FIR #2 CONT. 12 INCH HT NATURAL FORM; SINGLE LEADER  
THUJA PLICATA WESTERN RED CEDAR #2 CONT. 12 INCH HT NATURAL FORM; SINGLE LEADER

CORRIDOR TREE SYMBOL SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	ABV	SIZE / REMARKS
	11	ACER CAMPESTRE 'PANACEK'	HEDGE MAPLE 'METRO GOLD'	MGM	2.5" CAL; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 STAKES
	22	ACER CIRCINATUM	VINE MAPLE	VM	5' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; MULTI-TRUNKED W/ MIN 3 TRUNKS, PROVIDE 3 STAKES
	41	ULMUS PARVIFOLIA 'EMER I'	ATHENA CLASSIC ELM	ACE	2.5" CAL; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 STAKES
	135	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	DF	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES
	97	RHAMNUS PURSHIANA	CASCARA	C	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 STAKES
	60	THUJA PLICATA	WESTERN RED CEDAR	WRC	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES
	8	THUJA PLICATA 'EXCELSA'	EXCELSA WESTERN RED CEDAR	FWRC	6' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES
	95	TAXUS BREVIFOLIA	PACIFIC YEW	PY	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES
	25	PINUS CONTORTA	SHORE PINE	SP	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES
	10	CORNUS NUTTALII	PACIFIC DOGWOOD	PD	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 STAKES

Substitution of Incense Cedar (*Calocedrus decurrens*) for Pacific Yew (*Taxus brevifolia*) approved by City in Ridgcrest Park on 2/22/21.

CORRIDOR PLANTING MIX SYMBOLS

	LAWN SEED MIX (L)		MULCH
	EROSION CONTROL SEED MIX (S)		PLANTING MIX K
	PLANTING MIX B		PLANTING MIX R
	PLANTING MIX C		WET NATIVE SEED MIX
	PLANTING MIX D		MT. VERNON LAUREL
	PLANTING MIX E		HAMELN FOUNTAIN GRASS
	PLANTING MIX F		MT. VERNON LAUREL
	PLANTING MIX H		PLANTING MIX J

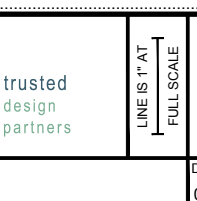
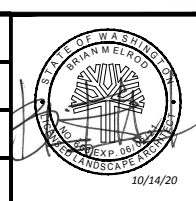
SEEDING NOTE: LAWN SEED MIX USED WITHIN CITY OF SHORELINE OWNED PARKS SHALL BE PRO TIME PT755 'FLEUR DE LAWN' SEED MIX. ANY OTHER LAWN OR EROSION CONTROL SEED MIX USED WITHIN CITY OF SHORELINE (EXCLUDING WSDOT ROW AND WSDOT OWNED PROPERTY) SHALL BE PRO TIME PT702 'LET IT BEE' SEED MIX

BIO-RETENTION PLANTING MIX SCHEDULE

QTY	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
240	DEWEYS SEDGE	CAREX DEWEYANA	REC-01246/RFI00105
240	SLOUGH SEDGE	CAREX OBNUPTA	REC-024 CAL FULL
240	KELSEY DOGWOOD	CORNUS SERICEA 'KELSEYII'	WELL ROOTED, TRIANGULAR SPACING @ 12" OC INTERMIX SPECIES
240	COMMON RUSH	JUNCUS EFFUSUS	

No.	DATE	DSN	CHK	APP	REVISION
RUD	12/19	JL	BE	BE	REV UNDER DEVELOPMENT - NOT FOR CONSTR.
E	10/12/20	LN	BE	BE	155TH SHORELINE FIRE STATION - CNWD 080
D	08/24/20	JL	BE	BE	PR #051 - SHORELINE ZONE 6 & 7 PERMIT CNWD 070
C	7/14/20	JL	BE	BE	PR #044 - ZONE 3 PERMIT REVISIONS CNWD 059
B	07/10/20	JL	BE	BE	PR #042 - SHORELINE ZONE 8 PERMIT CNWD 057
A	07/06/20	JL	BE	BE	PR #040 - ZONE 11 PERMIT CNWD 055
0	09/30/19				ISSUED FOR CONTRACT / CO 002

DESIGNED BY:	J. LOGAN
DRAWN BY:	L. NGET
CHECKED BY:	B. ELROD
APPROVED BY:	B. ELROD



SCALE:	NTS
FILENAME:	L200-L85-LPS101
CONTRACT No.:	RTA / CN 0079-15C
DATE:	09/30/2019

LYNNWOOD LINK EXTENSION  
CONTRACT L200  
NORTHGATE STATION TO NE 200TH STREET  
CORRIDOR LANDSCAPING  
PLANT SCHEDULE

DRAWING No.:	L85-LPS101
LOCATION ID:	
SHEET No.:	1791
REV:	E



REVIEWED BY SPU/WATER ENGINEERING:	20
REVIEWED BY SPU/DRAINAGE:	20

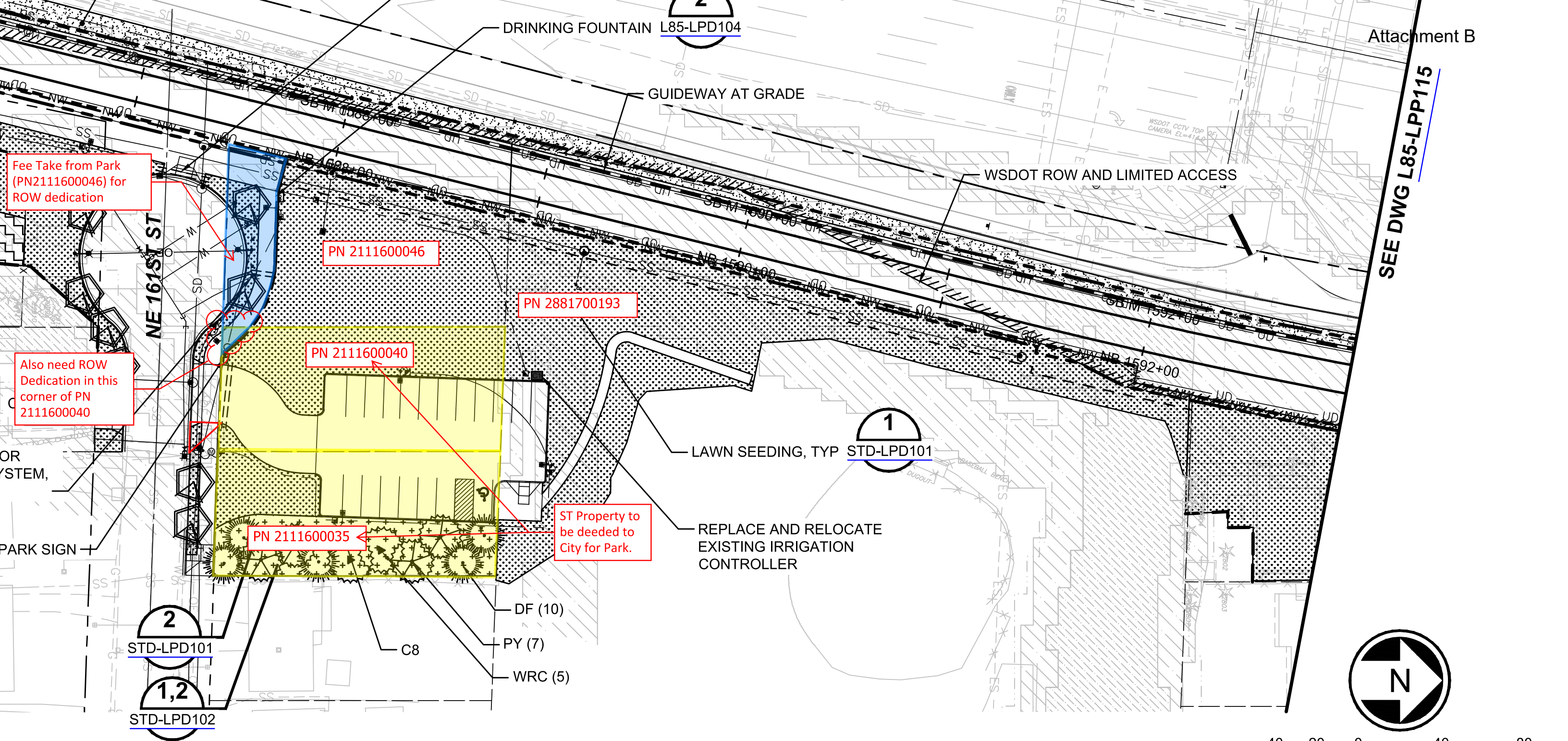
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING:	20
REVISIED AS-BUILT:	20

INITIALS AND DATE REVIEWED:	20
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SDOT PROJECT ADDRESS	100 NE 103RD ST
SDOT PROJECT NO.	307808
COS SHEET No.:	
Vault Plan No.	
Vault Serial No.	

10/14/20 12:54 PM | J. LOGAN C:\CADD\BIBL\PRINTING\200-MAIN\DWG\S1200-L85-LPS101.DWG

SEE DWG L85-LPP115



		DATE: 12/18/2019	DATE: 12/18/2019	SCALE: 1"=40' FILENAME: L200-L85-LPP114 CONTRACT No.: RTA/CN 0079-15C DATE: 12/18/2019	<b>LYNNWOOD LINK EXTENSION</b> <b>CONTRACT L200</b> NORTHGATE STATION TO NE 200TH STREET <b>CORRIDOR LANDSCAPING</b> <b>PLANTING PLAN</b>	DRAWING No.: <b>L85-LPP114</b>
		REVIEWED BY: E. CHIHAR	DATE: 12/18/2019	DATE: 12/18/2019		LOCATION ID: N16 SHEET No.: 1776 REV: A

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

<b>AGENDA TITLE:</b>	Action on Ordinance No. 928 – Repealing Ordinance No. 780 and Provide for a New Shoreline Municipal Code Chapter 13.05
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Randy Witt, Public Works Director
<b>ACTION:</b>	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The assumption of the Ronald Wastewater District (RWD) requires that the City of Shoreline develop and implement a new municipal code chapter to establish its governing authority by which the City will own and operate the wastewater utility. The City Council passed Ordinance No. 780 on October 2, 2017, which updated Shoreline Municipal Code (SMC) Chapter 13.05 establishing the regulations for the new wastewater utility. With assumption of the RWD set for April 30, 2021, staff initiated a review of the Wastewater Code (SMC 13.05) with fresh eyes from the experience staff have gained in providing contract wastewater services on behalf of RWD since October 2017 and to account for updates in City Code and RWD regulations that have occurred since that time.

Proposed Ordinance No. 928 (Attachment A) would repeal Ordinance No. 780 and replace it with a new SMC Chapter 13.05 that updates the regulations for the wastewater utility. Proposed Ordinance No. 928 was discussed at the March 29, 2021 City Council meeting. At that meeting, Council had a question regarding the application of utility account late fees and waivers of those fees, which has been addressed in this staff report and in proposed Ordinance No. 928. Tonight, Council is scheduled to take potential action on proposed Ordinance No. 928, which if adopted, would become effective April 30, 2021, or on the official date of assumption of RWD if it occurs later than April 30<sup>th</sup>.

**RESOURCE/FINANCIAL IMPACT:**

No resource impacts are anticipated as a result of this discussion.

**RECOMMENDATION**

Staff recommends that the City Council adopt proposed Ordinance No. 928.

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

## **BACKGROUND**

In 2002, the City and the Ronald Wastewater District (RWD), a special purpose district that provides wastewater services, entered into an Interlocal Operating Agreement to unify wastewater services with City operations. The Agreement and state law outline the assumption process between the City and RWD.

The assumption of RWD required that the City of Shoreline develop and implement a new municipal code chapter to establish its governing authority by which the City will own and operate the new wastewater utility. The City Council passed Ordinance No. 780 on October 2, 2017, which was to repeal SMC Chapter 13.05 and replace it with a new Chapter 13.05 establishing the regulations for the new wastewater utility. The staff report for this Council action can be found at the following link: [staffreport100217-7e.pdf](http://staffreport100217-7e.pdf) ([shoreline.wa.us](http://shoreline.wa.us)).

Additionally, on October 2, 2017, the City Council adopted Resolution No. 417, establishing the financial policies for the wastewater utility. The staff report for this Council action can be found at the following link: [staffreport100217-7c.pdf](http://staffreport100217-7c.pdf) ([shoreline.wa.us](http://shoreline.wa.us)).

Both Ordinance No. 780 and Resolution No. 417 provided that their regulations were not to become effective until the formal assumption of RWD by the City. With assumption of the RWD now set for April 30, 2021, staff initiated a review of the regulations contained in Ordinance No. 780 with fresh eyes from the experience staff have gained in providing contract wastewater services on behalf of the RWD since October 2017 and to account for updates in City code and RWD regulations that have occurred since that time. Staff have similarly reviewed the wastewater financial policies.

Proposed Ordinance No. 928 and the associated proposed Resolution No. 474 were disused at the March 29, 2021 City Council meeting. The staff report for this Council discussion can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2021/staffreport032921-9a.pdf>.

## **DISCUSSION**

Proposed Ordinance No. 928 (Attachment A) would repeal Ordinance No. 780 and replace it with a new SMC Chapter 13.05 that updates the regulations for the wastewater utility. The review of SMC 13.05 was conducted by staff from the Public Works Engineering and Operations Divisions, along with staff from the Administrative Services Department and the City Attorney's Office. Areas identified for improvement in the Code include definitions, developer extension agreements, the latecomer agreement, clarification of public and private responsibility for side sewers, construction inspection, number of units on a side sewer, and Fats, Oils and Grease Program requirements.

Proposed Ordinance No. 928 also includes an updated organization of the Code, including consolidation of some sections as well as bolstering and elimination of some Code language. This updated organization is patterned after other provisions of the

SMC and cross references applicable SMC provisions along with the Engineering Development Manual. Exhibit A to Attachment A provides for the newly proposed SMC Chapter 13.05.

The proposed SMC Chapter 13.05 grants the Administrative Services Director not only the authority to administer the billing and collection aspect of the wastewater utility but also the authority to promulgate rules and processes for the financial administration of the wastewater utility (SMC 13.05.090). Proposed Resolution No. 474, which is schedule for potential Council action in a sperate item on the City Council agenda tonight, would allow staff to update the policies without the need for Council approval.

Based on the scope of modifications and the fact that Ordinance No. 780 was never in effect, staff believes that repealing this piece of legislative in its entirety would best facilitate the Code replacement process. The effective date of this proposed Ordinance No. 928 is April 30, 2021, the date of formal RWD assumption by the City, but also includes a caveat if the date gets delayed for some reason.

### **Council Question Regarding Late Fees**

As noted above, proposed Ordinance No. 928 was discussed by the City Council on March 29, 2021. At this meeting, there was a question regarding application of late fees, a grace period and the interest rate applied. The City is planning to continue RWD's current financial and customer service policies, including the assessment of a 10% late charge for customers who pay after the due date. The City's billing process generally provides a 4 day "grace" period after the due date and the current policy provides one annual late charge waiver without cause.

While most of these policies are more appropriate to include in an operational policy, following the discussion on March 29<sup>th</sup>, staff has included the late charge and waiver provisions in proposed Ordinance No. 928 as follows:

#### *SMC 13.05.130(B) Delinquency and Liens.*

- 1. If payment of any charges due for utility service is not received by the due date, a late charge penalty shall be imposed each billing period at the rate provided in the Fee Schedule. The late charge will be removed upon request no more than one time per year if the total unpaid balance is paid in full by the end of the first moth of the billing cycle in which the late charge appears on the bill. The ASD Director may cancel a late charge penalty not meeting this requirement upon a showing that the failure to timely pay the charges was due to reasonable cause. A request to cancel penalties must be submitted in writing within three years of the date the penalty was imposed.*

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

This proposed Ordinance supports City Council Goal 2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment, and specifically Action Step #14: Complete the assumption of the Ronald Wastewater District in collaboration with the District.



## **RESOURCE/FINANCIAL IMPACT**

No resource impacts are anticipated as a result of this discussion.

## **RECOMMENDATION**

Staff recommends that the City Council adopt proposed Ordinance No. 928.

## **ATTACHMENTS**

Attachment A – Proposed Ordinance No. 928

Attachment A, Exhibit A – Proposed Wastewater Code – SMC Chapter 13.05

**ORDINANCE NO. 928**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, REPEALING ORDINANCE NO. 780 AND ENACTING A NEW CHAPTER 13.05 FOR REGULATING THE CITY'S WASTEWATER UTILITY EFFECTIVE UPON THE ASSUMPTION OF THE RONALD WASTEWATER DISTRICT.**

WHEREAS, on October 2, 2017, in anticipation of the City of Shoreline's assumption of the Ronald Wastewater District pursuant to chapter 35.13A RCW, the City Council adopted Ordinance No. 780; and

WHEREAS, Ordinance No. 780 established a new chapter of the Shoreline Municipal Code (SMC), Chapter 13.05, to provide for uniform regulations for the management and control of the wastewater utility, and was to take effect upon the official assumption of the Ronald Wastewater District by the City of Shoreline; and

WHEREAS, on December 7, 2020, the City Council adopted Ordinance No. 912, setting the effective date of the official assumption of the Ronald Wastewater District as 12:01 a.m. April 30, 2021; and

WHEREAS, since the adoption of regulations in 2017, which have not been codified, new regulations were developed to ensure the orderly management and control of the utility by the City and to ensure compliance with state and federal wastewater requirements so as to protect the public health, safety, and welfare; and

WHEREAS, Ordinance No. 780 needs to be repealed in its entirety and replaced with this Ordinance to adopt current regulations for the wastewater utility;

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

**Section 1. Repeal of Ordinance No. 780.** Ordinance No. 780 is repealed in its entirety.

**Section 2. New Chapter SMC 13.05.** A new Chapter SMC 13.05 Wastewater Utility is hereby adopted as set forth in Exhibit A to this Ordinance.

**Section 3. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this Ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

**Section 4. Severability.** Should any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation be declared unconstitutional

or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any person or situation.

**Section 5. Publication and Effective Date.** A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect at 12:01 a.m., April 30, 2021, or on the official date of assumption of the Ronald Wastewater District by the City of Shoreline, whichever is the latest.

**PASSED BY THE CITY COUNCIL ON APRIL 12, 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

Chapter 13.05

WASTEWATER UTILITY

Sections

- 13.05.010 Purpose and applicability
- 13.05.020 Utility created
- 13.05.030 Wastewater system ownership and responsibility
- 13.05.040 Wastewater Master Plan
- 13.05.050 Adoption of Engineering Development Manual
- 13.05.060 Variances and deviations
- 13.05.070 Definitions
- 13.05.080 Required connections
- 13.05.090 Revenues, expenditures, and administration
- 13.05.100 Establishment of rates, fees, and charges
- 13.05.110 Capacity, collection, facility, and treatment charges
- 13.05.120 Residential rate discount: Qualified low-income persons
- 13.05.130 Utility services billing
- 13.05.140 Permits and agreements
- 13.05.150 Industrial and commercial discharge pretreatment required
- 13.05.160 Fats, oils, and grease (FOG) control
- 13.05.170 Side sewer requirements
- 13.05.180 Grinder pumps
- 13.05.190 Public and private easements
- 13.05.200 Inspections and investigations
- 13.05.210 Record drawings
- 13.05.220 Violations, enforcement and penalties
- 13.05.230 Appeals
- 13.05.240 City liability provisions
- 13.05.250 Severability
- 13.05.260 Conflict of provisions
- 13.05.270 Liberal construction

**13.05.010 Purpose and applicability.**

- A. This chapter may be referred to as the “City of Shoreline’s Wastewater Code.”
- B. This chapter is enacted as an exercise of the city’s police power as set forth in Section 11 of the Washington Constitution to protect and preserve the public health, safety, and welfare of the citizens of Shoreline and as authorized by Chapter 35.67 RCW, Chapter 35.92 RCW, and RCW 35A.21.150.
- C. The purpose of this chapter is to provide for the planning, security, design, construction, use, maintenance, repair, and inspection of both public and private sanitary wastewater systems within the Utility Service Area and to establish programs and regulations to provide for appropriate use of such public and private wastewater systems.

**13.05.020 Utility created.**

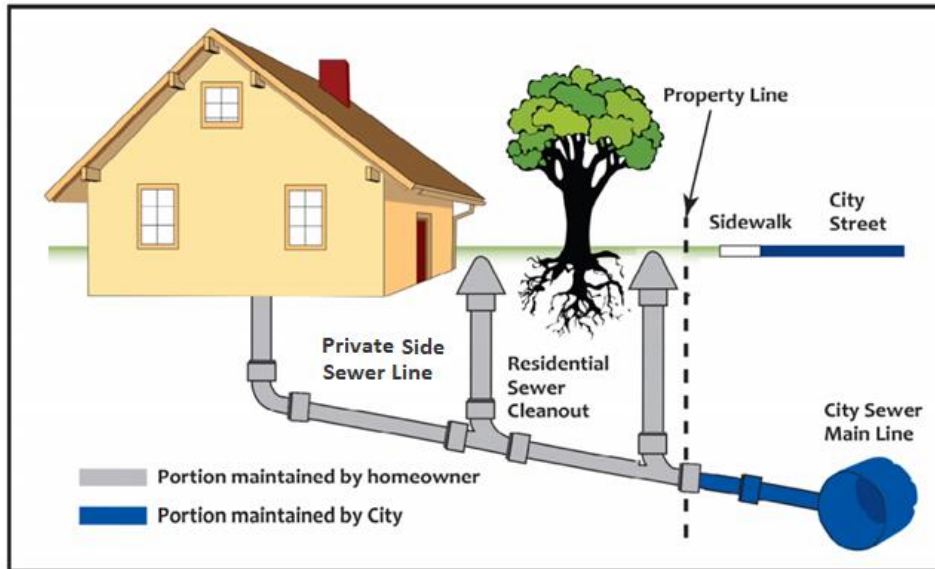
- A. There is hereby created and established the Wastewater Utility of the City of Shoreline under which the provisions of this chapter shall be carried out.
- B. The Director shall be the administrator for the wastewater system. As administrator, the Director is authorized to administer, implement, and enforce the provisions of this chapter and to promulgate rules and procedures that are consistent with and implement this chapter except as provided in this section. The Director may designate individuals to assist in administering this chapter.
- C. The Administrative Services Director shall be responsible for billing of utilities services and the administration and enforcement of utility accounts as provided in SMC 13.05.090.

**13.05.030 Wastewater system ownership and responsibility.**

- A. The city shall own all currently existing wastewater facilities in the public rights-of-way and in easements previously dedicated to the public and accepted by the city, except to the extent that private ownership is otherwise indicated as a matter of record. Such facilities typically include mains, pump or lift stations, and side sewer stubs.
- B. Once wastewater facilities have been constructed, approved, and accepted by the city, the city shall be responsible for the maintenance, operation, repair, and replacement of the facilities and those portions of private side sewers located within the public rights-of-way but serving private property unless otherwise provided by agreement, local ordinance, or state law.
- C. Private Ownership of Side Sewers. Side sewers located on private property are exclusively owned by the underlying property owner(s), unless otherwise assigned or dedicated by easement to and accepted by the city, except to the extent that public ownership is

otherwise indicated as a matter of record.

- D. The city may accept existing private wastewater facilities, provided:
1. City ownership of the facility would provide a public benefit;
  2. Necessary and appropriate property rights are offered by the property owner at no cost to the city;
  3. The facility substantially meets current standards, as determined by the city, or is brought up to current standards by the owner prior to acceptance;
  4. The city has adequate resources to maintain the facility; and
  5. The facility is transferred to the city by bill of sale at no cost to the city.



**Figure 13.05.030 Private-Public Maintenance Responsibilities**

**13.05.040 Wastewater Master Plan.**

- A. The city shall prepare and maintain a comprehensive master plan for the system of sewers and adopt such plan by ordinance. The plan shall be considered part of the City's Comprehensive Plan, adopted pursuant to Chapter 36.70A RCW, and shall be consistent with and implement the Comprehensive Plan.
- B. The plan shall conform to all laws and regulations applicable to wastewater systems, including but not limited to Chapter 35.67 RCW and Chapter 173-240 WAC.
- C. Amendments to the plan, as necessary to ensure compliance with applicable law and the needs of the city, shall be processed as part of the Comprehensive Plan annual docket as set forth in Chapter 20.30 SMC.

**13.05.050 Adoption of Engineering Development Manual.**

The City of Shoreline Engineering Development Manual (EDM), as adopted pursuant to SMC 12.10.015 and amended from time to time, shall be utilized for the processes, design and construction criteria, inspection requirements, standard plans, and technical standards related to the development of the wastewater system.

**13.05.060 Variances and deviations.**

- A. The Director may grant a variance from the provisions of this chapter subject to the process and criteria set forth in SMC 20.30.310.
- B. The Director may authorize deviations to the applicable requirements of the Engineering Development Manual subject to the process and criteria set forth in SMC 20.30.290.

**13.05.070 Definitions.**

Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future, and the plural includes the singular; the word “shall” is always mandatory, whereas the word “may” denotes a use of discretion in making a decision.

All references in this chapter to any federal, state, or local law or regulation is to that law or regulation as it exists now or as amended.

The following words and phrases, when used in this chapter, shall have the following meanings:

**“A” Definitions**

“Accessory Dwelling Unit” (ADU) means a single-family residential structure as defined in SMC Title 20.

“Administrative Services Department” means the city department charged with the financial management of the city.

**“C” Definitions**

“City” means the City of Shoreline.

“Collection charges” means a charge that recovers all costs of operating the Utility except for wholesale treatment charges and/or industrial waste surcharges paid to a wastewater treatment provider.

“Connection charges” means charges imposed as a condition of providing service so that each

connecting property bears its equitable share of the costs of the public wastewater system and the utility's share of the cost of any regional wastewater collection system and of the costs of facilities that benefit the property.

#### **“D” Definitions**

“Dangerous waste” means those solid wastes designated in WAC [173-303-070](#) through [173-303-100](#) as dangerous or extremely hazardous or mixed waste, as further defined under WAC [173-303-040](#).

“Developer” means any person who has development control over property on which development is proposed to occur or is occurring.

“Developer extension” means the development, extension, or expansion of wastewater facilities, mains, or improvements, initiated, paid for, and completed by, a developer, owner, or any person, benefitting therefrom under the supervision of the city.

“Developer extension agreement” means a contract between the city and a property owner, person, and/or developer that sets forth the terms and conditions for a developer extension, including plan review, inspection, construction, costs, conveyance of title, and warranty. Also known as a Contract for Extension Agreement.

“Director” means the City of Shoreline Public Works Director or designee.

#### **“E” Definitions**

“Easement” means a grant of one or more property rights or privileges by a property owner to and/or for use of the property by the city for utility purposes. Easements may be temporary or perpetual.

“Emergency” means any natural or human caused event or set of circumstances which disrupts or threatens to disrupt or endanger the operation, structural integrity, or safety of the public wastewater system; endangers the health and safety of the public; or otherwise requires immediate action by the city.

“Engineer” means the City of Shoreline City Engineer or designee.

“Engineering Development Manual” (EDM) means the manual adopted pursuant to SMC 12.10.015 which sets forth the processes, design and construction criteria, inspection requirements, standard plans, and technical standards for engineering related to the development of streets, utilities, and improvements within the city.



## **“F” Definitions**

“Fee Schedule” means that schedule of rates, fees, and charges established by Resolution of the City Council.

“Financial policies” means those policies and procedures adopted by the city’s Administrative Services Department for the financial administration of the Utility. Also known as the Wastewater Revenue and Customer Policy, or its successor in title.

“Food processing establishment” means a commercial establishment in which food is manufactured or packaged for consumption.

“Food sales establishment” means retail and wholesale grocery stores, retail seafood stores, food processing establishment, bakeries, confectioneries, fruit, nuts and vegetable stores and places of business and similar establishments, mobile or permanent, engaged in the sale of food primarily for consumption off premises.

“Food service establishments” means any non-domestic establishment that prepares and/or serves meals, lunches, short orders, sandwiches, frozen desserts, or other edible products and/or is required to have a Food Business Permit issued by King County Department of Health. This term includes: restaurants, cafeterias, short order cafes, luncheonettes, taverns, lunchrooms, places which manufacture retail sandwiches, soda fountains, institutional cafeterias, catering and home based food establishments, food vending vehicles, and operations connected therewith; and similar facilities by whatever name called.

“FOG” means polar and non-polar fats, oils, and grease.

## **“G” Definitions**

“General facility charge” means a one-time charge at the time of development for new or expanded connections that recovers a proportionate share of the past and planned capital costs of the public wastewater system other than costs paid by grants, developer donations, or property assessments.

“Grease interceptor” means an appurtenance or appliance that is installed in a sanitary drainage system to intercept nonpetroleum fats, oil, and grease (FOG) from wastewater.

“Grinder Pump” means the pump, wet well, alarm, panel, valve vault, and appurtenances located on private property for the purpose of grinding and transporting wastewater into the wastewater system used by its owner, public or private.

## **“I” Definitions**

“Industrial waste” means any liquid, solid, or gaseous substances or combination thereof, resulting

from any process of industry, manufacturing, commercial food processing, business, agriculture, trade, or research, including, but not limited to, development, recovery, or processing of natural resources, leachate from landfills or disposal sites, decant water, contaminated non-process water, and contaminated stormwater or ground water.

“Illicit connection” means any artificially constructed conveyance that is connected to the public wastewater system without a permit, or that is not intended for collecting and conveying only wastewater discharge. Examples of illicit connections include storm sewer connections, exterior floor drains, channels, pipelines, conduits, footing drains, downspouts, inlets, or outlets that should be connected directly to the municipal separate storm sewer system.

“Illicit discharge” means any direct or indirect discharge into the public wastewater system that is not composed entirely of wastewater, except discharges pursuant to a NPDES permit, or any discharge prohibited by the Code of Federal Regulations, such as 40 CFR 403.5, King County Code Chapter 28.84, and Edmonds Municipal Code Chapter 7.91, and any regulation adopted to implement those laws, all as amended from time to time.

#### **“L” Definitions**

"Latecomer agreement" means a written agreement between the city and one or more developers providing for partial reimbursement of the cost of construction of wastewater system improvements as authorized by Chapter 3.90 SMC.

“Local Facilities Charge” means a charge that applies to a property owner connecting to previously installed public wastewater facilities that provide services available to the property and is due at the time a property is connected to the public wastewater system to recover a proportionate share of the city’s investment in the wastewater infrastructure fronting the property.

“Local improvement district” means a type of district established by ordinance pursuant to Chapter 3.40 SMC for the purpose of assisting property owners within a defined geographical area in financing capital improvements by the levying of a special assessment.

#### **“N” Definitions**

“Non-polar fats” means fats, oils, or grease organic compounds derived from animal or plant sources that are used in, or are a byproduct of, the cooking or food preparation process, and that turns or may turn viscous or solidify with a change in temperature or other conditions.

#### **“P” Definitions**

“Person” means any natural person, firm, association, joint venture, joint stock company, partnership, organization, club, company, private or public corporation, business trust, political subdivision of the State of Washington or the United States, or any instrumentality thereof.

“Polar fats” means fats, oils, or grease of mineral or petroleum origin.

“Pretreatment device” means any approved device, structure, system, or method used and maintained for the purpose of bringing a waste stream within acceptable limits and standards of quality prior to its discharge to the public wastewater system.

“Private sewer” or “Private wastewater” means wastewater conveyance facilities which are owned, operated, maintained, and controlled by the property owner served by those facilities.

“Prohibited discharge” means any liquid, solid, or material other than discharge intended from domestic plumbing fixtures, or as permitted by an Industrial Waste Discharge Permit, prohibited by the Code of Federal Regulations, such as 40 CFR 403.5, King County Code Chapter 28.84, and Edmonds Municipal Code Chapter 7.91, and any regulation adopted to implement those laws, all as amended from time to time.

“Property owner” means any individual, company, partnership, joint venture, corporation, association, society, or group that owns or has a contractual interest in the subject property or has been authorized by the owner to act on his/her behalf, including but not limited to an agent, contractor, applicant, or developer.

#### **“R” Definitions**

“RCW” means the Revised Code of Washington, as it currently exists and as amended from time to time.

“Record Drawing” means a final record drawing of the actual installation of the structures, materials and equipment as defined in the Engineering Development Manual.

“Redevelopment” means a site that is already substantially developed which is modified as defined by SMC Title 20.

“Residential customer equivalent” means a measure of wastewater demand that is the basis for calculating monthly wastewater service charges.

“Residential Structure” means a dwelling unit as defined in Title 20 of the SMC and includes, but is not limited to, single-family, multi-family, accessory dwelling unit, duplexes, or triplexes.

#### **“S” Definitions**

“Sanitary wastewater system” has the same meaning as “wastewater system.”

“Sewer main, public” means a pipe designed or used to transport sewage owned by the city, excluding private side sewers.

“Side sewer, private” means a privately owned and maintained pipe system designed to convey wastewater to the public wastewater system and includes, the pipe system up to, but not including, the tee, wye, or connection to the side sewer stub.

“Side sewer stub” means that portion of the side sewer between the city’s sewer main and the property line or the edge of a perpetual easement on the property being served. Side sewer stubs are considered part of the public wastewater system.

“Side sewer tee” means the tee fitting at the point at which the side sewer stub joins the sewer main.

“SMC” means the City of Shoreline Municipal Code, as it currently exists and as amended from time to time.

“Structure” means any improvement which is designed, intended, or suitable for human occupancy, employment, recreation, habitation, or other purpose.

“Surcharge” means an additional charge that may be imposed in addition to the Wastewater Service Charge.

#### **“T” Definitions**

“Treatment charge” means the charge to recover the cost of wholesale treatment charges paid by the city to a wastewater treatment provider.

#### **“U” Definitions**

“Unit” means any portion of a structure available, suitable, intended or otherwise used as a separate business office or separate suite of business offices, store, or other commercial establishment, except for individual storage spaces in a self-storage building, apartment, condominium, single family dwelling, duplex, triplex, fourplex, trailer, or an accessory dwelling unit added to a single-family dwelling.

“Unsafe condition” means any condition on any premises, or in any private wastewater system thereon, that is a hazard to public health, safety, welfare, or environment that does or may impair or impede the operation or functioning of any portion of the public wastewater system or that may cause damage thereto.

“Utility” means the wastewater utility of the City of Shoreline.

“Utility service area” or “Service area” means that geographic area defined by the city in the Wastewater Master Plan as the area served by the Utility and as may be expanded through subsequent Interlocal agreements, annexations, and special utility district assumptions.

#### **“W” Definitions**

“Wastewater” means the water carried waste that is contained in and conveyed by any part of a wastewater system from residential, commercial, or industrial facilities. This term is used interchangeably with the term “sewage.”

“Wastewater system, public” means the wastewater facilities which are operated, maintained, and controlled by the City of Shoreline’s Wastewater Utility. Such facilities typically include sewer mains, pump or lift stations, and side sewer stubs.

“Wastewater conveyance facilities” means facilities such as side sewers, sewer pipes, manholes, grinder pumps, and other facilities.

“Wastewater facility” means any facility for the conveyance or storage of wastewater, whether part of the public wastewater system or a private wastewater system, which is connected to or intended to be connected to the public wastewater system. Also referred to as a sewer facility.

“Wastewater Master Plan” means that plan adopted pursuant to SMC 13.05.040 of this chapter.

“Wastewater service” means providing for the conveyance of wastewater from a structure into the public wastewater system.

“Wastewater Service Charges” means ongoing charges to all customers connected to the wastewater system, to recover the city’s cost of providing wastewater service and is comprised of the wastewater collection charge and the treatment charge.

“Wastewater pretreatment” means the treatment of industrial waste before discharge to the public wastewater system.

“Wastewater treatment charge” means that fee establish by the treatment provider to cover that entity’s costs to treat and dispose of sewage.

“Wastewater treatment provider” means the public entity that provides treatment and disposal services for the wastewater collected by the city.

**13.05.080 Required connections.**

- A. Any person owning property with structures containing facilities for the disposal of wastewater within the city’s municipal boundaries shall connect to the public wastewater system subject to the provisions of this chapter.
- B. Connection to the public wastewater system shall be required when:
  - 1. New development or redevelopment of a structure occurs, and public wastewater service is within a horizontal distance of 300 feet from the property line for the parcel where the development or redevelopment is occurring; or

2. Property containing a structure with facilities for the disposal of wastewater by an on-site septic system shall connect to the public wastewater system when ordered to do so by the Seattle/King County Department of Health, or its successor agency. The property owner shall pay all applicable fees and connection charges when connecting.
- C. Horizontal distance shall be measured along a straight line from the nearest available connection point to the closest property line.

**13.05.090 Revenues, expenditures, and administration.**

- A. All revenue collected pursuant to this chapter shall be credited and deposited in the Wastewater Utility fund established pursuant to SMC 3.35.220 and used only for those purposes and expenditures allowed by law. Fees shall not be transferred to any other funds of the city except to pay for expenses attributable to the Wastewater Utility.
- B. The director of the city's Administrative Services Department (ASD) shall provide for the billing of utility services and the financial administration and enforcement of utility accounts. The ASD Director is authorized to promulgate rules, procedures, and financial policies that are consistent with this chapter, applicable laws and regulations, and generally accepted accounting principles as established by the State of Washington. The ASD Director may designate individuals to assist in administering this chapter.

**13.05.100 Establishment of rates, fees, and charges.**

- A. Rates, charges, and fees to be charged for wastewater and related services provided by the city to residential, commercial, or industrial users within the Service Area along with fees for permitting services shall be in a Fee Schedule established by resolution of the City Council as provided in SMC Chapter 3.01.
- B. The City Council may establish classifications of wastewater customers or service based on criteria determined by the City Council, using any method(s) authorized by law, including but not limited to, RCW 35.92.020. If established, the classifications shall be denoted in the rates, charges, and fees resolution adopted pursuant to this section.
- C. The ASD Director, in consultation with the Director, shall periodically evaluate rates, charges and fees and recommend adjustments based on revenue requirements necessary to cover all budgeted costs of the Utility as guided by the Financial Policies and applicable bond covenants.

**13.05.110 Capacity, collection, facility, and treatment charges.**

- A. Any person connecting to or utilizing the public wastewater system shall be subject to the following charges, as applicable to the property being served and the action occurring:
  1. Capacity charges shall be paid for all new or change of use wastewater connections

- that are served by King County.
2. Collection charges shall be paid by property owners to recover all costs of operating the wastewater collection system.
  3. General facility charges shall be paid by property owners in order that each new or change in use connection bears an equitable share of the cost of the public wastewater system.
  4. Local facilities charges shall be paid by property owners located in previously unsewered areas in order to recover a proportionate share of the cost of the local wastewater infrastructure.
  5. Sewage Treatment charges shall be paid by property owners served by a wastewater treatment provider.

**Table 13.05.110**

Type of Charge	All properties	New Connections	Change of Use connections	Previously unsewered areas
Capacity		X	X	
Collection	X			
General Facility		X	X	
Local Facility				X
Treatment	X			

**13.05.120 Residential rate discount: Qualified low-income persons.**

- A. As authorized by, RCW 35.92.020, 35.67.020, and 74.38.070, the city has established residential rate discounts for qualified low-income senior citizens and other low-income disabled persons.
- B. To be eligible for a residential rate discount, on the date of application or renewal, the applicant must own and occupy the residential property being served as their principal place of residence for at least one year prior to application and:
  1. Be sixty-two years of age or older; or
  2. Be considered disabled by the U.S. Social Security Administration; and
  3. Earn less than sixty percent (60%) of the Local Area Median Household Gross Annual Income during the previous year using the most recent annual income guidelines established by the U.S. Department of Housing and Urban Development.
- C. Applications for a residential rate reduction shall be on forms provided by the city and be accompanied by documents demonstrating eligibility.
- D. Applications shall be submitted to and administered by the Administrative Services Department subject to the Financial Policies.

**13.05.130 Utility services billing.**

- A. Utility billing and customer services shall be conducted in conformance with the Financial Policies adopted pursuant to SMC 13.05.090.
- B. Delinquency and Liens.
  - 1. If payment of any charges due for utility service is not received by the due date, a late charge penalty shall be imposed each billing period at the rate provided in the Fee Schedule. The late charge will be removed upon request no more than one time per year if the total unpaid balance is paid in full by the end of the first month of the billing cycle in which the late charge appears on the bill. The ASD Director may cancel a late charge penalty not meeting this requirement upon a showing that the failure to timely pay the charges was due to reasonable cause. A request to cancel penalties must be submitted in writing within three years of the date the penalty was imposed.
  - 2. The city shall have a lien for delinquent and unpaid charges, plus penalties and interest of eight percent per annum, and all other remedies available pursuant to RCW 35.67.200 to 35.67.290, as those sections currently exist or are amended, including the right of foreclosure.
  - 3. Pursuant to RCW 35.67.215, liens for delinquent service charges shall be effective for a total not to exceed 12 months of delinquent charges without the necessity of any writing or recording. For liens to be effective for more than 12 months of charges, the city shall file a notice with the King County Recorder's Office.
  - 4. For each lien recorded, the city shall assess against the utility account the costs incurred by the city in preparing and recording the lien or a release of a lien as provided for in the Financial Policies.

**13.05.140 Permits and agreements.**

- A. It is unlawful to construct, extend, alter, repair, or to make connection or reconnection to the city's wastewater system without first obtaining all necessary and required permit approvals or registrations from the city prior to commencing any work.
- B. Permits
  - 1. All applications to construct, extend, alter, repair, or to make connection or reconnection to the Public wastewater system or for industrial discharge to the Public wastewater system shall be submitted on official forms prescribed and provided by the city and be accompanied by the appropriate fee as provided for in SMC Chapter 3.01. The Director shall specify submittal requirements for an application to be complete.
  - 2. With the exception of Developer Extensions, all permits to connect, repair, cap, or



alter residential or commercial wastewater facilities or for industrial discharge will be considered a Type A action as provided in Chapter 20.30 SMC. Any work undertaken within the public rights-of-way is also subject to Chapter 12.15 SMC Use of Right-of-Way.

3. Permits issued under this chapter shall be valid for the same time period as approved permits in SMC 20.30.160 unless extended or renewed by the City Engineer prior to expiration. A permit may be extended by the City Engineer for a period of 180 consecutive calendar days if applied for prior to the expiration of the original permit.

C. Developer Extension Agreement

1. The city may enter into Developer Extension Agreements with the owner(s) of real estate as provided in the Municipal Water and Sewer Facility Act (RCW 35.91) so as to provide for the extension of mainlines, prior to the owner(s) initiating plans for the improvement, where the owner(s) of property desire to construct additional wastewater facilities not previously provided by the city and where such facilities may upon completion and acceptance become a part of the city's wastewater collection system.
2. No developer extension shall be undertaken without prior execution of a developer extension agreement and in accordance with the requirements set forth in the EDM.
3. Developer extension agreements may be approved by the Director on forms acceptable to the City Attorney.
4. If a latecomer agreement is contemplated in connection with a developer extension, the latecomer agreement shall be developed in compliance with SMC Chapter 3.90 and be executed prior to or in conjunction with the city's acceptance of ownership of the developer extension.

**13.05.150 Industrial and commercial discharge pretreatment required.**

- A. Unless authorized by an approved Industrial Discharge Permit, no person shall discharge industrial waste into the public wastewater system unless necessary to prevent and/or correct hazardous, dangerous, or explosive conditions or blockage, operation failure or premature degradation of the public wastewater system.
- B. A person shall prevent, control, and immediately correct illicit discharges, prohibited discharges, or other such materials pursuant to 40 CFR 403.5 and the rules and regulations of the receiving treatment provider.
- C. The city may inspect pretreatment devices periodically at their sole discretion as provided in SMC 13.05.200.
- D. All violations of the pretreatment requirements or defects in the pretreatment equipment shall be corrected immediately by the owner. Repeat failures of the pretreatment

requirements or failure to correct defects in pretreatment equipment may result in a violation of this chapter as provided in SMC 13.05.220.

**13.05.160 Fats, oil, and grease (FOG) controls.**

- A. All food processing, sales and service establishments generating FOG shall install, use, and maintain appropriate grease interceptors as set forth in this section.
- B. Establishments requiring grease interceptors are:
  - 1. Development applications, including tenant improvements that change the use classification to a food establishment, or a new mixed-use development with the potential to generate fats, oil, and grease; and
  - 2. Existing facilities that cause a build-up of FOG in any public wastewater facility resulting in a wastewater overflow or is otherwise causing a prohibited discharge.
- C. Grease interceptors shall:
  - 1. Meet the sizing criteria set forth in the Uniform Plumbing Code, as adopted in SMC 15.05.010;
  - 2. Be located so that the interceptor is accessible for sampling, cleaning, and inspection; and
  - 3. Be maintained in good and efficient working order and serviced by a grease waste hauler on a regular maintenance schedule.
- D. Decanting or discharging of removed waste back into the interceptor from which the waste was removed is prohibited.
- E. Discharge of FOG in excess of 100 milligrams per liter (mg/l) concentrations are not allowed downstream of the grease interceptor.
- F. All violations of the FOG Control requirements or defects in equipment shall be corrected immediately by the property owner or tenant. Repeat failures of the FOG Control requirements or failure to correct defects in equipment may result in a violation of this chapter as provided in SMC 13.05.220.

**13.05.170 Side sewer requirements.**

- A. Requirements for the number of residential or commercial structures that may be allowed on a side sewer and the sizing of side sewer pipes are set forth in the EDM.
- B. Unless authorized by the city, existing private side sewers or public side sewer stubs may not be used for service to new single-family residential structures, commercial structures, or for any property that is being redeveloped.
- C. Property owner(s) shall be solely responsible for the development, maintenance, repair,

and replacement of private side sewers and their appurtenances, including but not limited to connection to the public side sewer stub, check valves, cleanouts, and pumps.

- D. Property owner(s) shall be responsible for the full cost to remedy any damage to the public wastewater system due to an owner's failure to exercise the responsibility provided herein.
- E. Prior to maintaining, repairing, or replacing existing side sewers, the property owner or authorized agent is required to obtain a permit from the city. Debris removed from the side sewer shall not be permitted to enter the public sewer main and shall be properly disposed of. If debris causes a downstream blockage, the property owner shall be solely liable for any resulting damages.

**13.05.180 Grinder pumps.**

- A. Unless authorized by the Director, grinder pumps and required appurtenances are not permitted.
- B. If authorized, grinder pumps shall:
  - 1. Only be used for sewage that may not physically be conveyed to the public side sewer stub by gravity; and
  - 2. Be privately owned and maintained.
- C. The city may agree to provide maintenance service if a grinder pump serves multiple residential structures. Provided that such maintenance service shall be by contract and at the owner(s) sole cost and expense.

**13.05.190 Public and private easements.**

- A. A public wastewater easement is required to be granted to the city whenever:
  - 1. A public wastewater facility will be built on private property; or
  - 2. The city agrees to provide maintenance to privately owned facilities.
- B. A private wastewater easement is required to be granted between property owners whenever:
  - 1. A private wastewater facility will be built on property owned by a different private party; or
  - 2. A side sewer will serve two or more properties.

**13.05.200 Inspections and investigations.**

- A. All work on public or private wastewater systems shall be subject to inspection by the city to ensure compliance with applicable state and local laws and are in conformance with the requirements and standards set forth in the EDM and permit conditions, if any.

- B. All inspections shall be conducted in accordance with the procedures set forth in the section of the EDM for inspections.
- C. An authorized representative of the city may enter private property at all reasonable times to conduct inspections, tests or carry out other duties imposed by this chapter consistent with the terms and conditions of any covenant, easement, or other legal document applicable to the property.
- D. The city may require sampling or inspection tees or manholes in the side sewer connection to the public wastewater system at its discretion to facilitate inspections and/or investigations.
- E. For inspection programs authorized by the Director, the city may provide advance mailings of its intent to inspect properties consistent with such inspection, testing, or other utility programs.

**13.05.210 Record drawings.**

All private side wastewater applicants or permittees shall file a record drawing showing the location and configuration of the private side sewer and private wastewater facilities in accordance with the requirements set forth in the Engineering Design Manual.

**13.05.220 Violations, enforcement, and penalties.**

- A. Violations of this chapter are subject to enforcement pursuant to SMC Chapter 20.30, Subchapter 9 Code Enforcement.
- B. Any activity or action caused or permitted to exist in violation of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a public nuisance.
- C. It is a violation of this chapter and be considered damage to the wastewater system to, in any manner:
  - 1. Tamper with or damage any part of any wastewater system, public or private;
  - 2. Interfere with or hamper the operation of any part of the wastewater system, public or private;
  - 3. Perform any work that would impact the public wastewater system without first obtaining a permit or other authorization;
  - 4. Violate the terms and conditions of an issued permit;
  - 5. Discharge or cause to be discharged into the public wastewater system any water from yard drains, footing drains, downspouts or any other source of groundwater, rainwater, or storm water; or any liquids, solids or materials defined as prohibited or illicit discharges without a permit; or
  - 6. Fail to comply with any other provision of this chapter.

- D. Any person causing damage to the wastewater system shall be determined to be responsible for all costs incurred by the city to repair the damage and for any damage claims tendered to the city by third parties that arise as a result of these acts.
- E. If the person causing damage fails to reimburse the city for all costs incurred, the city may place a lien against the property where the violation occurred as provided in SMC 20.30.775.
- F. If the Director determines that a condition, substance, act, or other occurrence constitutes an imminent public nuisance requiring summary abatement, the city may summarily and without prior notice to the property owner and/or responsible person, abate the condition. Notice of such abatement, including the reason for the abatement, shall be given to the property owner and/or person responsible for the property and the violation as soon as reasonably possible after the abatement. Costs, both direct and indirect, of the abatement may be assessed as provided under SMC Chapter 20.30, Subchapter 9 Code Enforcement.

**13.05.230 Appeals.**

- A. There is no administrative appeal of a Type A wastewater permit.
- B. Appeals by customers for billing errors shall be as provided in the Financial Policies.
- C. Appeals of violations of this chapter shall be as provided in SMC Chapter 20.30, Subchapter 9 Code Enforcement.

**13.05.240 City liability provisions.**

- A. The city is responsible for providing service to persons within the Utility Service Area, subject to sufficient capacity, the requirements of this chapter, and other provisions of the Shoreline Municipal Code and applicable federal and state law. PROVIDED, continuous wastewater service is not guaranteed as service may be interrupted or temporarily unavailable due to planned, unplanned events, unforeseen circumstances, or emergencies.
- B. The city is not responsible to any person for costs, damages, or other consequences incurred due to service interruptions.
- C. Nothing contained in this chapter is intended to nor shall be construed to create or form the basis for any liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from the failure of property owners or responsible parties to comply with the provisions of this chapter, engineering standards, or related manuals; or by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued; or by reason of any action or inaction on the part of the city in connection with the same.

- D. Nothing in this chapter, engineering standards, or related manuals shall impose any liability on the city or any of its officers, employees, or agents for cleanup or any harm relating to sites containing hazardous materials, wastes or contaminated soil.
- E. Nothing contained in this chapter, engineering standards, or related manuals shall require city involvement or enforcement of this chapter for private disputes occurring between property owners.

**13.05.250 Severability.**

If any section, subsection, clause, or phrase of this chapter or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the validity or constitutionality of the chapter as a whole, or any other portion thereof, and its application to other persons or circumstances shall not be affected.

**13.05.260 Conflict of provisions.**

Should a conflict occur within the provisions of this chapter or between this chapter and any other provision of the Shoreline Municipal Code or other applicable law, rule, or regulation, including engineering standards, the most restrictive requirement shall control, except when constrained by federal or state law, or where specifically provided otherwise in this code.

**13.05.270 Liberal construction.**

The provisions of this chapter shall be liberally construed to give full effect to its purposes and objectives, to protect the public health and safety, and not be deemed to benefit or protect any particular individual, class, or group of persons.

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

<b>AGENDA TITLE:</b>	Action on Resolution No. 474 – Repealing Resolution No. 417 Regarding Wastewater Financial Policies
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Randy Witt, Public Works Director
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The assumption of the Ronald Wastewater District (RWD) requires that the City of Shoreline develop and implement a new municipal code chapter to establish its governing authority by which the City will own and operate the wastewater utility. The City Council passed Ordinance No. 780 on October 2, 2017, which updated Shoreline Municipal Code (SMC) Chapter 13.05 establishing the regulations for the new wastewater utility. On this same date, the City Council passed Resolution No. 417 which set forth the Wastewater Revenue and Customer Service Policy.

With assumption of the RWD set for April 30, 2021, staff initiated a review of the wastewater Code (SMC 13.05) with fresh eyes from the experience staff have gained in providing contract wastewater services on behalf of RWD since October 2017 and to account for updates in City Code and RWD regulations that have occurred since that time. Staff have similarly reviewed the wastewater financial policies.

Proposed Ordinance No. 928, which is being discussed in a separate item on the City Council agenda tonight, would repeal and replace SMC Chapter 13.05. Given the authority provided in the newly proposed SMC Chapter 13.05 to the Administrative Services Director to promulgate rules for the financial administration of the wastewater utility's billing (SMC 13.05.090), proposed Resolution No. 474 (Attachment A) would repeal Resolution No. 417 so that the Administrative Services Director can exercise the rule-making authority granted in Ordinance No. 928. Proposed Resolution No. 474 would become effective April 30, 2021, which is the formal date of the RWD assumption (or on the official date of assumption of the RWD if it occurs later than April 30<sup>th</sup>).

**RESOURCE/FINANCIAL IMPACT:**

No resource impacts are anticipated as a result of this discussion.

**RECOMMENDATION**

Staff recommends that the City Council adopt proposed Resolution No. 474.

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

## **BACKGROUND**

In 2002, the City and the Ronald Wastewater District (RWD), a special purpose district that provides wastewater services, entered into an Interlocal Operating Agreement to unify wastewater services with City operations. The Agreement and state law outline the assumption process between the City and RWD.

The assumption of RWD required that the City of Shoreline develop and implement a new municipal code chapter to establish its governing authority by which the City will own and operate the new wastewater utility. The City Council passed Ordinance No. 780 on October 2, 2017, which was to repeal SMC Chapter 13.05 and replace it with a new Chapter 13.05 establishing the regulations for the new wastewater utility. The staff report for this Council action can be found at the following link: [staffreport100217-7e.pdf](http://staffreport100217-7e.pdf) ([shoreline.wa.us](http://shoreline.wa.us)).

Additionally, on October 2, 2017, the City Council adopted Resolution No. 417, establishing the financial policies for the wastewater utility. The staff report for this Council action, along with the financial policies, can be found at the following link: [staffreport100217-7c.pdf](http://staffreport100217-7c.pdf) ([shoreline.wa.us](http://shoreline.wa.us)).

Both Ordinance No. 780 and Resolution No. 417 provided that their regulations were not to become effective until the formal assumption of RWD by the City. With assumption of the RWD now set for April 30, 2021, staff initiated a review of the regulations contained in Ordinance No. 780 with fresh eyes from the experience staff have gained in providing contract wastewater services on behalf of the RWD since October 2017 and to account for updates in City code and RWD regulations that have occurred since that time. Staff have similarly reviewed the wastewater financial policies.

Proposed Resolution No. 474 and the associated Ordinance No. 928 were disused at the March 29, 2021 City Council meeting. The staff report for this Council discussion can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2021/staffreport032921-9a.pdf>.

## **DISCUSSION**

The proposed SMC Chapter 13.05 in proposed Ordinance No. 928 grants the Administrative Services Director not only the authority to administer the billing and collection aspect of the wastewater utility but also the authority to promulgate rules and processes for the financial administration of the wastewater utility (SMC 13.05.090). While Resolution No. 417 adopted such rules and processes, this provision will allow staff to update the policies without the need for Council approval. Thus, by repealing Resolution No. 417, which is provided for in proposed Resolution No. 474 (Attachment A), the previous policies are also repealed. Based on the scope of modifications and the fact that Resolution No. 417 was never in effect, staff believes that repealing the resolution in its entirety would best facilitate the rule replacement process. It is staff's intent to promulgate financial administrative rules and processes that mirror those rules and processes adopted by Council in 2017 via Resolution No. 417.



As noted above, the City Council discussed proposed Resolution No. 474 on March 29, 2021. While there were no Council concerns with the proposed Resolution, there was a Council question about late wastewater fee amounts/rates and the ability for the City to provide a waiver from late fees. These questions were addressed in the context having these issues potentially addressed in SMC 13.05. As a result, staff have included policy language relating to late payment charges and waiver of penalties in the proposed SMC 13.05.130(B) which is also being considered for action tonight through the adoption of Ordinance 928. Those changes are discussed in more detail in that staff report.

Based on Council discussion and request for follow-up, proposed Resolution No. 474 was requested to be discussed again tonight as a Council action item. Tonight, the City Council is scheduled to take potential action on proposed Resolution No. 474.

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

This proposed Resolution supports City Council Goal 2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment, and specifically Action Step #14: Complete the assumption of the Ronald Wastewater District in collaboration with the District.

### **RESOURCE/FINANCIAL IMPACT**

No resource impacts are anticipated as a result of this discussion.

### **RECOMMENDATION**

Staff recommends that the City Council adopt proposed Resolution No. 474.

### **ATTACHMENTS**

Attachment A – Proposed Resolution No. 474

**RESOLUTION NO. 474**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON REPEALING RESOLUTION NO. 417, A RESOLUTION ADOPTING A WASTEWATER REVENUE AND CUSTOMER POLICY.**

WHEREAS, in anticipation of the City of Shoreline's assumption of the Ronald Wastewater District, the City Council adopted Resolution No. 417 on October 2, 2017; and

WHEREAS, Resolution No. 417 set forth the Wastewater Revenue and Customer Policy as the City's customer service policies and practices for the operation of a wastewater utility; and

WHEREAS, also on October 2, 2017, the City Council adopted Ordinance No. 780 establishing Chapter 13.05 of the Shoreline Municipal Code (SMC), setting forth the Wastewater Utility's regulations; and

WHEREAS, both Resolution No. 417 and Ordinance No. 780 were to become effective upon the official assumption of the Ronald Wastewater District by the City of Shoreline; and

WHEREAS, since October 2017, new financial policies and new regulations have been developed to ensure the orderly management and operation of the Wastewater Utility, including the financial administration; and

WHEREAS, Ordinance No. 928 authorizes the Administrative Services Director to promulgate rules, policies, and procedures consistent with Chapter 13.05 SMC for the financial administration of customer accounts so as not to require the City Council approval each time an amendment is needed; and

WHEREAS, Resolution No. 417 needs to be repealed so that the Administrative Services Director can exercise the rule-making authority granted in Chapter 13.50 SMC;

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

**Section 1. Repeal of Resolution 417.** Resolution No. 417, adopted by the City Council on October 2, 2017, is repealed in its entirety.

**Section 2. Effective Date.** This Resolution shall take effect and be in full force at 12:01 a.m., April 30, 2021, or on the official date of assumption of the Ronald Wastewater District by the City of Shoreline, whichever is the latest.

**ADOPTED BY THE CITY COUNCIL ON APRIL 12, 2021.**

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

**ATTEST:**

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

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

<b>AGENDA TITLE:</b>	Discussion of Ordinance No. 929 - Amending Certain Sections of the Shoreline Municipal Code (SMC) Title 20, Including Establishing a New Section, SMC 20.40.355, Setting Forth Regulations for Enhanced Shelters in the Mixed Business Zone, and Replacing Interim Regulations
<b>DEPARTMENT:</b>	Planning and Community Development
<b>PRESENTED BY:</b>	Steve Szafran, AICP, Senior Planner
<b>ACTION:</b>	<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:**

On October 26, 2020, the City Council adopted interim regulations for the operation of an enhanced shelter in the R-48 Zone, which will expire in April. Tonight, Council is scheduled to discuss permanent regulations that would allow enhanced shelters in the Mixed Business (MB) zone, subject to index criteria. The former Oaks Nursing Home site, which is the only site in the City with an enhanced shelter, is currently the subject of a rezone from R-18 and R-48 to MB and would continue to be allowed under these proposed development regulations, if approved. The Hearing Examiner held a public hearing on March 17, 2021 regarding this rezone and on April 2, 2021, the Hearing Examiner issued a decision recommending approval which will come to Council for final decision making.

Proposed Ordinance No. 929 (Attachment A) would provide for these permanent develop regulations for enhanced shelters in the MB zone by establishing a new section of the Shoreline Municipal Code (SMC 20.40.355). Council is scheduled to discuss proposed Ordinance No. 929 tonight and take potential action on this proposed Ordinance on May 3, 2021.

**RESOURCE/FINANCIAL IMPACT:**

No direct financial impacts are expected from this proposed regulation change. The City currently has a small contract with Lake City Partners for the current enhanced shelter in Shoreline, which is expected to continue.

**RECOMMENDATION**

No formal action is required as this is a discussion item only. Staff recommends that the Council review the Planning Commission-recommended regulation changes to the MB zone in proposed Ordinance No. 929. Proposed Ordinance No. 929 is currently scheduled to be brought back to Council for potential action on May 3, 2021.

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

## **BACKGROUND**

In April 2020, the City Council adopted Council Goal No. 5, Action Step No. 7, which reads:

*Begin a process of developing partnerships with North King County cities and other key stakeholders in support of siting a 24/7 shelter/navigation center to serve homeless single adults in North King County.*

In response to this Council Goal Action Step, staff began working to explore options for the siting of a shelter for homeless adults to serve the North King County area. Shortly thereafter, grant funding for additional homeless shelters became available through the Washington State Department of Commerce. The City then partnered with King County and Lake City Partners Ending Homelessness (a not-for-profit organization that provides shelter and services for people experiencing homelessness) in establishing an enhanced shelter for homeless adults at the former Oaks at Forest Bay Nursing Home (The Oaks), located at 16357 Aurora Avenue North.

The enhanced shelter model is a continuous-stay living environment, in that it offers living arrangements where individuals have a room or bed assigned to them throughout the duration of their stay and may store their belongings onsite. The goal of the model is to provide services oriented toward bringing people experiencing unsheltered homelessness inside and exiting shelter participants to permanent housing and positive destinations.

The current zoning district of that portion of the Oaks property where buildings are located is R-48 (Residential 48 units per acre) and did not permit homeless shelters. In addition, some of the requirements of the grant funding that King County would use to operate the shelter conflict with the zoning code index criteria for homeless shelters as currently defined in Shoreline Municipal Code (SMC) Section 20.40.405.

On October 26, 2020, the City Council adopted interim regulations for the operation of an Enhanced Shelter in the R-48 Zone. The staff report for the adoption of these interim regulations can be found at the following link:  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport102620-8a.pdf>.

As these interim regulations will expire in April 2021, tonight, Council is scheduled to discuss permanent regulations that would allow enhanced shelters in the Mixed Business (MB) zone, subject to index criteria, as proposed in Ordinance No. 929 (Attachment A). The Oaks site, which is the only site in the City with an enhanced shelter, is currently the subject of a rezone from R-18 and R-48 to MB and would be a legally confirming use under these proposed development regulations, if approved. The Hearing Examiner held a public hearing on March 17, 2021 regarding this rezone and on April 2, 2021, the Hearing Examiner issued a decision recommending approval which will come to Council for final decision making.

The Planning Commission held a study session on the proposed enhanced shelter Development Code amendments (Exhibit A to Attachment A) on February 18, 2021,

where they heard from neighbors of the Oaks site and asked for additional information from staff. The meeting packet is available at the following link:  
<https://www.shorelinewa.gov/home/showpublisheddocument?id=50906>.

Subsequently, the Planning Commission held a public hearing on the amendments on March 18, 2021 and forwarded the changes to the City Council with a recommendation of approval (see Attachment B.) The meeting packet for this public hearing is available at the following link:  
<https://www.shorelinewa.gov/home/showpublisheddocument?id=51112>.

## **DISCUSSION**

Proposed Ordinance No. 929 contains a code amendment defining enhanced shelters and permitting them as a use in the MB zoning district subject to certain index criteria. The MB zone, along with Community Business (CB) and Town Center (TC) 1, 2 and 3 zones already allow homeless shelters as permitted uses, though enhanced shelters have different operational criteria and therefore are being defined and regulated separately. A new definition would be added to the Development Code in SMC 20.20.018:

*Enhanced Shelter* A 24 hour a day facility which is open to adults experiencing homelessness regardless of prior criminal history, addiction, or mental health challenges as long as the individual is able to live safely in community with others and abide by established program rules. The purpose is to provide safe shelter and access to resources including, but not limited to, housing, basic needs, hygiene, case management and social programs as they transition to permanent housing.

### **Proposed Enhanced Shelter Indexed Criteria**

During the Council's review of the interim regulations for enhanced shelters, Council developed a set of index criteria to mitigate possible incompatibilities and provide a process to resolve conflicts that might arise from the use. These criteria are very similar to what is being proposed for the permanent regulations, with some additional refinements and clarifications. Two significant changes are the inclusion of a maximum occupancy of 100 residents in enhanced shelters and a spacing requirement of one mile from any other homeless shelters. Attachment C to this staff report provides a map of the parcels that meet the enhanced shelter criteria with the current North King County Enhance Shelter at the Oaks site identified on the map.

The indexed criteria for enhanced shelters in new proposed Code section 20.40.355 is as follows:

#### ***20.40.355 Enhanced Shelter***

*Enhanced shelters are allowed in the MB zone subject to the criteria below:*

- A. *It shall be operated by state, county, or city government, a State of Washington registered nonprofit corporation; or a Federally recognized tax exempt 501(C)(3) organization that has the capacity to organize and manage an enhanced shelter;*

- B. *It shall permit inspections by City, Health and Fire Department inspectors at reasonable times for compliance with the City's requirements. An inspection by the Shoreline Fire Department is required prior to occupancy;*
- C. *It shall develop and enforce a code of conduct acceptable to the City that articulates the rules and regulations of the shelter. These rules shall include, at a minimum, prohibitions against criminal activities, such as theft and threats or acts of violence, and the sale, purchase, possession, or use of alcohol or illegal drugs within the facility or on the facility grounds;*
- D. *It shall be located with frontage on a principal arterial and within ¼ mile of a transit stop with frequent all-day service as defined by King County Metro Transit;*
- E. *To avoid a concentration of uses enhanced shelters must be located at least a mile from any other enhanced or homeless shelters, calculated as a radius from the property lines of the site;*
- F. *The maximum number of residents in an enhanced shelter shall be determined by the general capacity of the building and the level of staffing to be provided, but shall in no case exceed 100;*
- G. *A solid, 6-foot tall fence shall be provided along all property lines that abut residential zoning districts;*
- H. *Submittal of a parking plan acceptable to the City prior to occupancy; and*
- I. *The primary funding organization and shelter operator shall enter into a memorandum of agreement with the City regarding operational issues that shall include:*
  - 1. *Staffing plans.*
  - 2. *Requirements for regular reports to the City on how the shelter is meeting performance metrics.*
  - 3. *An agreement that if calls for law enforcement service exceed an agreed upon threshold in any given quarter, the shelter operator will work with the City to reduce calls below the threshold level.*
  - 4. *A coordination plan with the Shoreline Police Department which shall include protocols for Police response to the shelter and to shelter clients throughout Shoreline.*
  - 5. *Requiring adherence to a good neighbor plan that addresses how the shelter operator will address litter, noise, security procedures, and other issues that may be of concern to the surrounding community.*
  - 6. *Criteria to determine if/when to discontinue the shelter use if documented violations of the operational agreements are not addressed in a timely manner.*
  - 7. *Provisions for City approval of any proposed change in shelter operator.*

## **Development Code Amendment Decision Criteria**

SMC 20.30.350 states, “An amendment to the Development Code is a mechanism by which the City may bring its land use and development regulations into conformity with the Comprehensive Plan or respond to changing conditions or needs of the City”. Development Code amendments may also be necessary to reduce confusion and clarify existing language, respond to regional and local policy changes, update references to other codes, eliminate redundant and inconsistent language, and codify Administrative Orders previously approved by the Director. Regardless of their purpose, all amendments are to implement and be consistent with the Comprehensive Plan.

The decision criteria for a Development Code amendment in SMC 20.30.350(B) states the City Council may approve or approve with modifications a proposal for a change to the text of the land use code when all of the following are satisfied:

### **1. The amendment is in accordance with the Comprehensive Plan.**

Relevant Comprehensive Plan Policies Regarding Homeless Services:

*Goal H VII: Collaborate with other jurisdictions and organizations to meet housing needs and address solutions that cross jurisdictional boundaries.*

*H19: Encourage, assist, and support non-profit agencies that construct, manage, and provide services for affordable housing and homelessness programs within the city.*

*H29: Support the development of public and private, short-term and long-term housing and services for Shoreline’s population of people who are homeless.*

### **Staff Analysis**

The effort to site an enhanced shelter in the City of Shoreline has been a multi-agency partnership to address a regional crisis. The shelter is a collaboration between the City of Shoreline, King County, the King County Housing Authority, and Lake City Partners Ending Homelessness to provide shelter and services to those in need in underserved areas of North King County. In these ways, the proposed amendments implement the relevant Comprehensive Plan guidance listed above.

### **2. The amendment will not adversely affect the public health, safety or general welfare.**

### **Staff Analysis**

The proposed amendments seek to address the homelessness crisis in our region and our City by permitting enhanced shelters to locate here. The index criteria proposed will provide safeguards to prevent or address possible conflicts with the adjacent properties and neighborhood. These criteria include City collaboration with the organization operating the shelter, ongoing collaboration with Shoreline Police, defined expectations around shelter resident behavior, adequate staffing of the shelter, and location near transit facilities.



**3. The amendment is not contrary to the best interest of the citizens and property owners of the City of Shoreline.**

Staff Analysis

The Council has determined that there is an urgent need for services and shelter for homeless adults in our region. A confluence of factors led to the City partnering with King County to establish an enhanced shelter in Shoreline. Providing a safe, stable environment for individuals experiencing homelessness to receive services and begin to address the factors that led to the loss of their housing is known as the “Housing First” model and is becoming a best practice nationwide. Over time, providing shelter and services on the journey back to permanent housing will reduce the number of people sheltering in our parks and open spaces.

**COUNCIL GOAL(S) ADDRESSED**

This item directly responds to Council Goal #5, Action Step #7: Begin a process of developing partnerships with North King County cities and other key stakeholders in support of siting a 24/7 shelter/navigation center to serve homeless single adults in North King County. The proposed ordinance will implement this Action Step by permanently allowing enhanced shelters within the MB zoning district.

**RESOURCE/FINANCIAL IMPACT**

No direct financial impacts are expected from this proposed regulation change. The City currently has a small contract with Lake City Partners for the current enhanced shelter in Shoreline, which is expected to continue.

**RECOMMENDATION**

No formal action is required as this is a discussion item only. Staff recommends that the Council review the Planning Commission-recommended regulation changes to the MB zone in proposed Ordinance No. 929. Proposed Ordinance No. 929 is currently scheduled to be brought back to Council for potential action on May 3, 2021.

**ATTACHMENTS**

- Attachment A – Proposed Ordinance No. 929
  - Attachment A Exhibit A – Proposed Development Code Amendments
- Attachment B – Planning Commission Transmittal Letter
- Attachment C – Map of Enhanced Shelter Eligible Parcels

**ORDINANCE NO. 929**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON AMENDING CERTAIN SECTIONS OF THE SHORELINE MUNICIPAL CODE (SMC) TITLE 20, THE UNIFIED DEVELOPMENT CODE, INCLUDING ESTABLISHING A NEW SECTION, SMC 20.40.355, SETTING FORTH REGULATIONS FOR ENHANCED SHELTERS, AND REPLACING INTERIM REGULATIONS ADOPTED BY ORDINANCE NO. 906, AS AMENDED BY ORDINANCE NO. 913.**

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

WHEREAS, on October 26, 2020, pursuant to RCW 35A.63.220 and RCW 36.70A.390, after conducting a public hearing, the City adopted Ordinance No. 906 adopting interim regulations temporarily authorizing enhanced shelters within the R-48 zoning district, expiring on May 3, 2021; and

WHEREAS, an enhanced shelter is a facility providing a 24 hour a day facility for adults experiencing homelessness in which they can access basic and social services as they transition to permanent housing; and

WHEREAS, on November 16, 2020, the City adopted Ordinance No. 913, adopting amendments to the interim regulations so as to provide clarity and correct formatting and, retaining the May 3, 2021 expiration date; and

WHEREAS, on February 18, 2021, the City of Shoreline Planning Commission reviewed the proposed Development Code amendments and, on March 18, 2021, held a public hearing on the proposed Development Code amendments so as to receive public testimony; and

WHEREAS, at the conclusion of the public hearing, the City of Shoreline Planning Commission deliberated on the proposed Development Code amendments, and recommend approval of the Development Code amendments, as amended, to the City Council; and

WHEREAS, on April 12, 2021, the City Council held a study session on the proposed Development Code amendments; and

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

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

WHEREAS, the environmental impacts of the amendments to SMC Title 20, the City's land use development regulations, resulted in the issuance of a Determination of Non-Significance (DNS) on March 3, 2021; and

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

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

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

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

**Section 1. Amendment; Establishing new Section SMC 20.40.355.** Title 20 of the Shoreline Municipal Code, Unified Development Code, is amended as set forth in Exhibit A to this Ordinance.

**Section 2. Interim Regulations Terminated.** Upon the effective date of this Ordinance or May 3, 2021, whichever is the earliest, the interim regulations adopted by Ordinance No. 906, as amended by Ordinance No. 913, temporarily authorizing enhanced shelters within the R-48 zoning district shall terminate.

**Section 3. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this Ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

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

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

**PASSED BY THE CITY COUNCIL ON MAY 3, 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

Ordinance No. 929  
Proposed Code Amendments

-E-

**20.20.018 E definitions.**

Enhanced Shelter A 24 hour a day facility which is open to adults experiencing homelessness regardless of prior criminal history, addiction or mental health challenges as long as the individual is able to live safely in community with others and abide by established program rules. The purpose is to provide safe shelter and access to resources including, but not limited to, housing, basic needs, hygiene, case management and social programs as they transition to permanent housing.

**Table 20.40.120 Residential Uses**

NAICS #	SPECIFIC LAND USE	R4-R6	R8-R12	R18-R48	TC-4	NB	CB	MB	TC-1, 2 & 3
<b>TEMPORARY LODGING</b>									
	Homeless Shelter						P-i	P-i	P-i
	<u>Enhanced Shelter</u>							P-i	

**20.40.355 Enhanced Shelter**

Enhanced shelters are allowed in the MB zone subject to the below criteria:

- A. It shall be operated by state, county, or city government, a State of Washington registered nonprofit corporation; or a Federally recognized tax exempt 501(C)(3) organization that has the capacity to organize and manage an enhanced shelter;
- B. It shall permit inspections by City, Health and Fire Department inspectors at reasonable times for compliance with the City's requirements. An inspection by the Shoreline Fire Department is required prior to occupancy;
- C. It shall develop and enforce a code of conduct acceptable to the City that articulates the rules and regulations of the shelter. These rules shall include, at a minimum, prohibitions against criminal activities, such as theft and threats or acts of violence, and the sale, purchase, possession, or use of alcohol or illegal drugs within the facility or on the facility grounds;
- D. It shall be located with frontage on a principal arterial and within ¼ mile of a transit stop with frequent all-day service as defined by King County Metro Transit;
- E. To avoid a concentration of uses, enhanced shelters must be located at least a mile from any other enhanced or homeless shelters, calculated as a radius from the property lines of the site;

- F. The maximum number of residents in an enhanced shelter shall be determined by the general capacity of the building and the level of staffing to be provided, but shall in no case exceed 100;
- G. A solid, 6-foot tall fence shall be provided along all property lines that abut residential zoning districts;
- H. Submittal of a parking plan acceptable to the City prior to occupancy; and
- I. The primary funding organization and shelter operator shall enter into a memorandum of agreement with the City regarding operational issues that shall include:
  - 1. Staffing plans.
  - 2. Requirements for regular reports to the City on how the shelter is meeting performance metrics.
  - 3. An agreement that if calls for law enforcement service exceed an agreed upon threshold in any given quarter, the shelter operator will work with the City to reduce calls below the threshold level.
  - 4. A coordination plan with the Shoreline Police Department which shall include protocols for Police response to the shelter and to shelter clients throughout Shoreline.
  - 5. Requiring adherence to a good neighbor plan that addresses how the shelter operator will address litter, noise, security procedures, and other issues that may be of concern to the surrounding community.
  - 6. Criteria to determine if/when to discontinue the shelter use if documented violations of the operational agreements are not addressed in a timely manner.
  - 7. Provisions for City approval of any proposed change in shelter operator.



TO: Honorable Members of the Shoreline City Council

FROM: Jack Malek, Vice Chair  
Shoreline Planning Commission

DATE: March 18, 2021

RE: Enhanced Shelter Regulations

The Shoreline Planning Commission has completed its review of the proposed Enhanced Shelter Regulations. In consideration of the Planning Staff's recommendations, written and oral public testimony, the Planning Commission respectfully recommends that the City Council adopt the proposed Enhanced Shelter Regulations as attached to this recommendation.





The Planning Commission held a study session on February 18, 2021 and a public hearing on March 18, 2021. The Commission voted 5-0, Chair Mork and Commissioner Lin absent, to approve the regulations as presented by staff.

While the Planning Commission is recommending approval, the Commissioners would like to note two (2) things for further consideration by the City Council:










- At another time, consider authorizing Enhanced Shelters within the Community Business (CB) zoning district, specifically along 15<sup>th</sup> Avenue N where there is public transit service.
- Consider including a Food Plan requirement to the index criteria, similar to a Parking Plan, denoting how regular food service will be provided to residents.

### Enhanced Shelters

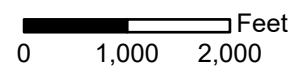
#### Eligible Tax Parcels Zoned MB\*

-  Eligible Tax Parcel\*
-  Tax Parcel (Zoned MB)
-  Enhanced Shelter/Oaks Site
-  1 Mile Radius

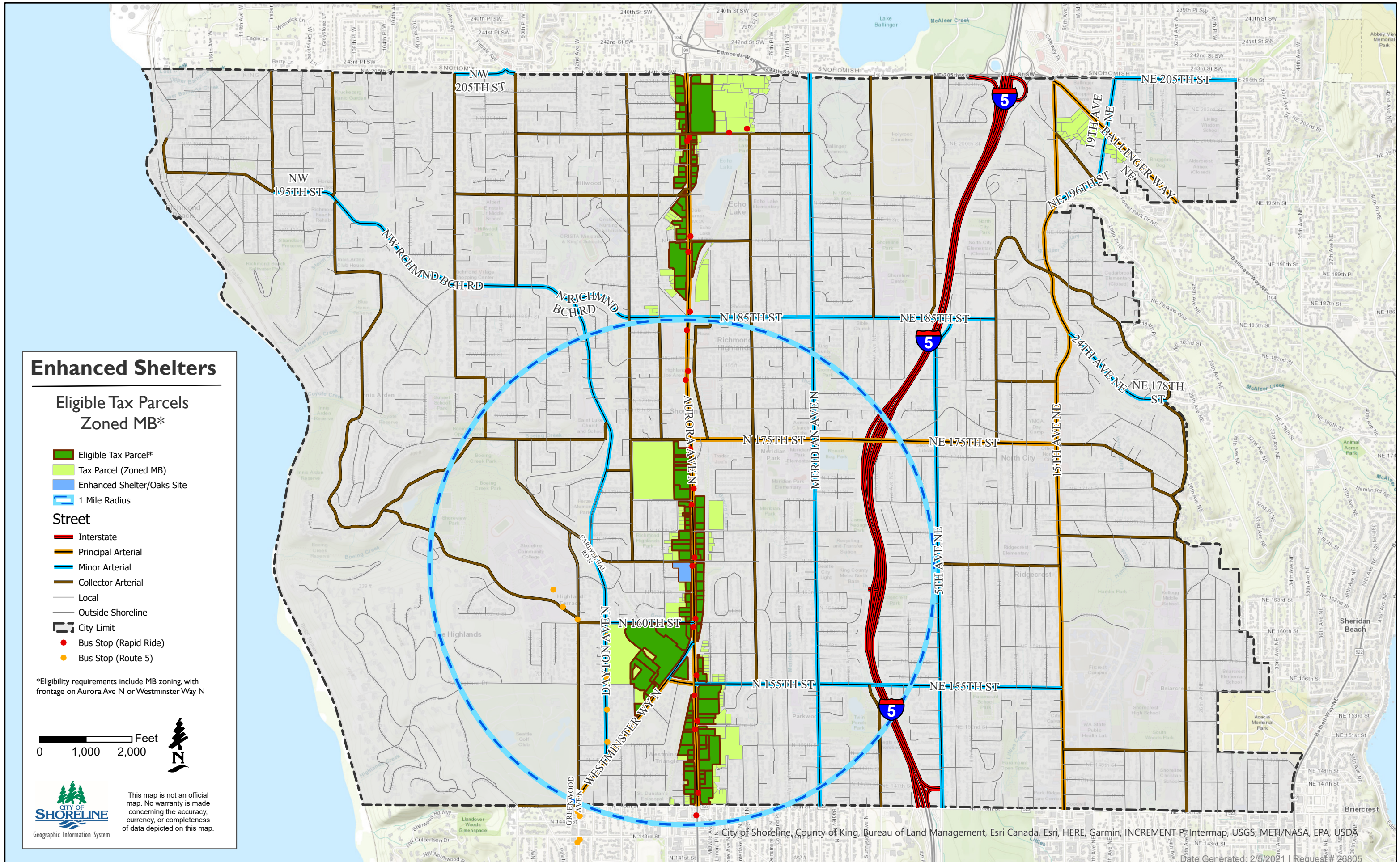
#### Street

-  Interstate
-  Principal Arterial
-  Minor Arterial
-  Collector Arterial
-  Local
-  Outside Shoreline
-  City Limit
-  Bus Stop (Rapid Ride)
-  Bus Stop (Route 5)

\*Eligibility requirements include MB zoning, with frontage on Aurora Ave N or Westminster Way N



This map is not an official map. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.





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

<b>AGENDA TITLE:</b>	Discussing Ordinance No. 922 - Amending the 2021-2022 Biennial Budget (Ord. No. 903) for Uncompleted 2019-2020 Operating and Capital Projects and Increasing Appropriations in the 2021-2022 Biennial Budget
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Sara Lane, Administrative Services Director Rick Kirkwood, Budget & Tax Manager
<b>ACTION:</b>	<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:**

Due to delays and other unanticipated issues, some appropriations were not expended in the 2019-2020 Biennial Budget. The 2019-2020 Biennial Budget appropriations lapsed at the end of 2020 resulting in expenditures being less than projected and the ending fund balances being greater than projected. To provide adequate budget resources in the 2021-2022 biennium to pay expenditures incurred for operating programs or to complete capital projects in progress, re-appropriation of a portion of the 2020 ending fund balance for expenditures in the 2021-2022 biennium, commonly referred to as a reappropriation or carryover, is needed. Proposed Ordinance No. 922, which is attached to this staff report as Attachment A, reappropriates \$19.003 million.

**FINANCIAL IMPACT:**

Proposed Ordinance No. 922 would impact expenditures and resources, as follows:

- Increases appropriations for operating and capital expenditures by \$17.769 million
- Increases appropriations for transfers out by \$1.234 million
- Provides revenues totaling \$6.883 million
- Provides transfers in totaling \$1.234 million
- Uses of available fund balance of \$11.427 million offset by the anticipated provision of fund balance by certain activities totaling \$0.540 million.

The net impact of proposed Ordinance No. 922 is an increase in 2021-2022 appropriations totaling \$19.003 million, revenues totaling \$6.883 million, interfund transfers totaling \$1.234 million, and the use of \$10.886 million in available fund balance. The table in Attachment C summarizes the impact of the reappropriation amendment (Ord. No. 922), the amended 2021-2022 appropriations, and estimated available fund balance.

The table below shows the impact of the above and additional uses for the 2020-to-2021 carryovers (Ord. No. 922) and this budget amendment (Ord. No. 923) on the fund balance of the General Fund:

<b>Intended Use of General Fund Reserves</b>	<b>2021 Projection as of Ord. No. 903</b>	<b>2021 Amended by Ord. No. 922</b>
General Fund Beginning Fund Balance	\$18.504M	\$25.891M*
Less Required General Fund Operating Reserve:		
Cash Flow Reserve	3.000M	3.000M
Budget (Operating) Contingency	0.871M	0.871M
Insurance Reserve	0.255M	0.255M
Less Assigned for One-Time Outlays through 2021-2022 Biennial Budget Adoption	2.980M	2.980M
Less Use/(Provision) for 2020-to-2021 Carryovers	0.000M	0.689M
Less Assigned for One-Time Support for City Maintenance Facility	2.759M	2.979M
Less Designated for City Maintenance Facility	2.129M	3.636M**
<b>Unassigned and Undesignated Beginning Fund Balance</b>	<b>\$6.510M</b>	<b>\$11.482M</b>

\*The difference between the beginning fund balance projected during the 2021-2022 biennial budget process and the preliminary estimate for Ord. No. 922 is primarily attributable to a stronger-than-expected development economy, which provided one-time revenues, coupled with one-time expenditure savings. The preliminary 2020 results will be discussed in more detail during the presentation of the 2020 Year End Financial Report planned for May 3, 2020.

\*\* The difference between projected and actual amounts Designated for City Maintenance Facility reflects fulfillment of the target of increasing the General Fund contribution by \$1M annually.

### **RECOMMENDATION**

No action is required by the City Council. This meeting will provide an opportunity for the City Council to ask specific questions and provide staff direction. Proposed Ordinance No. 922 is scheduled to be brought back to Council for potential action on April 26, 2021.

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

## **BACKGROUND**

Shoreline's budget is adopted on a biennial basis. The biennium-end estimates for 2019-2020 presented during the discussion of the 2021-2022 Proposed Biennial Budget and 2021-2026 Capital Improvement Plan reflected staff's estimate of work that would be completed throughout the balance of 2020. Due to delays and other unanticipated issues, some appropriations were not expended. The 2019-2020 Biennial Budget appropriations lapsed at the end of 2020 resulting in expenditures being less than projected and the ending fund balances being greater than projected. In some cases the payment of expenditures incurred in 2020 and completion of capital projects was delayed until 2021. Those appropriations that were not expended by the end of 2020 lapsed and became part of the fund balance carried into 2021.

To pay the expenditures incurred in 2020 without adversely impacting the 2021-2022 Biennial Budget's appropriations, it is necessary to take a portion of the 2020 ending fund balance and reappropriate those dollars for expenditure in the 2021-2022 biennium. In addition, this action is also necessary to deliver several operating and capital projects as previously approved by the City Council. Should the City Council choose not to approve Ordinance No. 922, as proposed, then those projects would need to be reevaluated and not completed as originally anticipated.

## **DISCUSSION**

Proposed Ordinance No. 922 would reappropriate \$19.003 million from the 2019-2020 biennium to the 2021-2022 biennium for several operating programs and capital projects. Among other reasons, reappropriations often happen for very large projects, projects started later in the prior budget, and projects that experience unforeseen delays. Only the amount necessary to complete the project is reappropriated into the succeeding biennium. Although most projects are capital in nature, some of these expenditures relate to operations. Attachment B to this staff report provides a table that summarizes the re-appropriation requests by fund.

## **ALTERNATIVES ANALYZED**

### **Alternative 1: Take no action**

If the City Council chooses to not approve proposed Ordinance No. 922, either the expenditures or projects listed in Attachment B will not be completed without adversely impacting existing 2021-2022 biennial budget appropriations intended for other operations or projects. In the case of capital projects, there may not be sufficient budget authority to complete the projects. Staff would need to reevaluate the projects and determine which projects could be moved forward.

### **Alternative 2: Approve Ordinance No. 922 (Recommended)**

Approval of proposed Ordinance No. 922 will provide the budget authority and avoid adversely impacting existing 2021-2022 biennial budget appropriations. In addition, this

amendment will result in accurately reflecting the anticipated expenditures in the City's operating and capital funds.

### **FINANCIAL IMPACT**

Proposed Ordinance No. 922 would impact expenditures and resources, as follows:

- Increases appropriations for operating and capital expenditures by \$17.769 million
- Increases appropriations for transfers out by \$1.234 million
- Provides revenues totaling \$6.883 million
- Provides transfers in totaling \$1.234 million
- Uses of available fund balance of \$11.427 million offset by the anticipated provision of fund balance by certain activities totaling \$0.540 million.

The net impact of proposed Ordinance No. 922 is an increase in 2021-2022 appropriations totaling \$19.003 million, revenues totaling \$6.883 million, interfund transfers totaling \$1.234 million, and the use of \$10.886 million in available fund balance. The table in Attachment C summarizes the impact of the reappropriation amendment (Ord. No. 922), the amended 2021-2022 appropriations, and estimated available fund balance.

The table below shows the impact of the above and additional uses for the 2020-to-2021 carryovers (Ord. No. 922) and this budget amendment (Ord. No. 923) on the fund balance of the General Fund:

<b>Intended Use of General Fund Reserves</b>	<b>2021 Projection as of Ord. No. 903</b>	<b>2021 Amended by Ord. No. 922</b>
General Fund Beginning Fund Balance	\$18.504M	\$25.891M*
Less Required General Fund Operating Reserve:		
Cash Flow Reserve	3.000M	3.000M
Budget (Operating) Contingency	0.871M	0.871M
Insurance Reserve	0.255M	0.255M
Less Assigned for One-Time Outlays through 2021-2022 Biennial Budget Adoption	2.980M	2.980M
Less Use/(Provision) for 2020-to-2021 Carryovers	0.000M	0.689M
Less Assigned for One-Time Support for City Maintenance Facility	2.759M	2.979M
Less Designated for City Maintenance Facility	2.129M	3.636M**
<b>Unassigned and Undesignated Beginning Fund Balance</b>	<b>\$6.510M</b>	<b>\$11.482M</b>

\*The difference between the beginning fund balance projected during the 2021-2022 biennial budget process and the preliminary estimate for Ord. No. 922 is primarily attributable to a stronger-than-expected development economy, which provided one-time revenues, coupled with one-time expenditure savings. The preliminary 2020 results will be discussed in more detail during the presentation of the 2020 Year End Financial Report planned for May 3, 2020.

\*\* The difference between projected and actual amounts Designated for City Maintenance Facility reflects fulfillment of the target of increasing the General Fund contribution by \$1M annually.

## **RECOMMENDATION**

No action is required by the City Council. This meeting will provide an opportunity for the City Council to ask specific questions and provide staff direction. Proposed Ordinance No. 922 is scheduled to be brought back to Council for potential action on April 26, 2021.

## **ATTACHMENTS**

- Attachment A: Proposed Ordinance No. 922
- Attachment B: Reappropriation Amendment (Ord. No. 922) Summary
- Attachment C: Impact of Reappropriation Amendment (Ord. No. 922) on Fund Balance

**ORDINANCE NO. 922**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON,  
AMENDING THE 2021-2022 FINAL BIENNIAL BUDGET.**

WHEREAS, the 2021-2022 Final Biennial Budget was adopted by Ordinance No. 903; and

WHEREAS, various projects were included in the City's 2019-2020 operating budget and were not completed during 2019-2020; and

WHEREAS, the 2021–2022 Capital Improvement Program was adopted by Ordinance No. 903; and

WHEREAS, the 2021-2022 Final Biennial Budget has assumed completion of specific capital improvement projects in 2019-2020; and

WHEREAS, some of these capital projects were not completed and need to be continued and completed in the 2021-2022 biennium; and

WHEREAS, due to these projects not being completed, the 2020 ending fund balance and the 2021 beginning fund balance for certain funds is greater than budgeted; and

WHEREAS, the City wishes to appropriate a portion of these greater-than-budgeted beginning fund balances in the 2021-2022 biennium to complete 2019-2020 work; and

WHEREAS, the City of Shoreline is required by RCW 35A.33.075 to include all revenues and expenditures for each fund in the adopted budget and, therefore, the 2021-2022 Final Biennial Budget needs to be amended to reflect the increases and decreases to the City's funds; and

WHEREAS, the City Council finds that the proposed adjustments to the Biennial Budget for 2021-2022 reflect revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and

WHEREAS, with this Ordinance, the City intends to amend the 2021-2022 Final Biennial Budget, as adopted by Ordinance No. 903;

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

**Section 1. Amendment – 2021-2022 Final Biennial Budget.** The City hereby amends the 2021-2022 Final Biennial Budget by increasing or decreasing appropriations and the budget sets forth totals of estimated revenues and estimated expenditures of each separate fund, and the aggregate totals for all such funds as summarized, as follows:

Fund	Current Appropriation	Revised Appropriation
General Fund	\$96,464,883	\$97,469,333
Shoreline Secure Storage Fund	2,259,500	2,259,500
Street Fund	4,140,897	4,159,217
Code Abatement Fund	200,000	200,000
State Drug Enforcement Forfeiture Fund	36,486	36,486
Public Arts Fund	124,605	161,505
Federal Drug Enforcement Forfeiture Fund	26,000	26,000
Transportation Impact Fees Fund	867,701	946,805
Park Impact Fees Fund	750,000	1,102,561
2006/2016 UTGO Bond Fund	1,135,144	1,135,144
2009/2019 LTGO Bond Fund	2,202,688	2,202,688
2013 LTGO Bond Fund	516,520	516,520
2020 LTGO Bond Fund	25,960,000	25,960,000
Sidewalk LTGO Bond Fund	1,799,100	1,799,100
General Capital Fund	9,044,118	17,737,874
City Facility-Major Maintenance Fund	709,226	709,226
Roads Capital Fund	49,710,564	56,260,953
Sidewalk Expansion Fund	5,401,803	5,922,995
Surface Water Utility Fund	24,336,730	25,875,682
Wastewater Utility Fund	5,673,260	5,682,519
Vehicle Operations/Maintenance Fund	478,891	485,397
Equipment Replacement Fund	484,456	676,363
Unemployment Fund	35,000	35,000
	\$232,357,572	\$251,360,868

**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, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 4. Effective Date.** A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. The Ordinance shall take effect and be in full force five days after passage and publication.

**PASSED BY THE CITY COUNCIL ON APRIL 26, 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

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



## Reappropriation Amendment (Ord. No. 922) Summary (Attachment B)

Project/Item Fund	Dept / Program	Carryover Details	Amendment Appropriations	Amendment Revenue	Requires Use of Fund Balance
<b>OPERATING CARRYOVERS IMPACTING MULTIPLE FUNDS</b>					
<b>KC Radio Communications Services/APX 4500 Radios</b>			<b>\$59,766</b>	<b>\$18,320</b>	<b>\$41,446</b>
General Fund	General Fund Admin. Key	General Fund Contribution to Street Fund for KC Radio Communications Services/APX 4500 Radios	\$18,320		\$18,320
Street Fund	PW / Street Operations	General Fund Contribution for KC Radio Communications Services/APX 4500 Radios		\$18,320	\$0
Street Fund	PW / Street Operations	KC Radio Communications Services/APX 4500 Radios	\$18,320		\$0
Surface Water Utility Fund	PW / Surface Water Management	KC Radio Communications Services/APX 4500 Radios	\$5,496		\$5,496
Wastewater Utility Fund	PW / Wastewater Operations	KC Radio Communications Services/APX 4500 Radios	\$9,259		\$9,259
Vehicle O&M Fund	ASD / Vehicle O&M	KC Radio Communications Services/APX 4500 Radios	\$6,506		\$6,506
Equipment Replacement Fund	ASD / Equipment Replacement	KC Radio Communications Services/APX 4500 Radios	\$1,865		\$1,865
<b>Traffic Services Vehicle #511</b>			<b>\$20,304</b>	<b>\$10,152</b>	<b>\$10,152</b>
General Fund	PW / Traffic Services	Final upfitting of Veh 511 was unable to be completed in 2020 but will be completed in 2021.	\$10,152		\$10,152
Equipment Replacement Fund	ASD / Equipment Replacement	General Fund contribution for Vehicle #511 (upgrade to replacement of Vehicle #164).		\$10,152	\$0
Equipment Replacement Fund	ASD / Equipment Replacement	Final upfitting of Vehicle #511 (replacement of Vehicle #164) was unable to be completed in 2020 but will be completed in 2021 (Contract #9805).	\$10,152		\$0
<b>GENERAL FUND OPERATING CARRYOVERS</b>					
<b>Critical Security Software &amp; Professional Services</b>			<b>\$38,885</b>	<b>\$0</b>	<b>\$38,885</b>
General Fund	ASD / Information Technology Operations	Critical Informatics Inc. dba CI Security (Contract #9902); Managed Detection Response appliance and software to provide a necessary defense against various security threats (ransomware and hackers).	\$31,715		\$31,715
General Fund	ASD / Information Technology Operations	Critical Informatics Inc. dba CI Security (Contract #9902); Professional Services to develop a Cybersecurity Reponse Plan.	\$7,170		\$7,170
<b>Information Technology Professional Services</b>			<b>\$34,130</b>	<b>\$0</b>	<b>\$34,130</b>
General Fund	ASD / Information Technology Operations	Professional Services for SharePoint Modernization Project (Contract #9891).	\$11,030		\$11,030
General Fund	ASD / Information Technology Operations	Final 2020 invoice for ActiveNet/MaxGalaxy (Contract #9515).	\$23,100		\$23,100
<b>Information Technology Equipment Replacement</b>			<b>\$121,622</b>	<b>\$0</b>	<b>\$121,622</b>
General Fund	ASD / IT Equipment Replacement	Network replacements delayed due to COVID and staffing issues.	\$121,622		\$121,622
<b>Finance and HR System Project</b>			<b>\$122,594</b>	<b>\$0</b>	<b>\$122,594</b>
General Fund	ASD / IT Strategic Plan	Software budget for stabilization and enhancements.	\$61,890		\$61,890
General Fund	ASD / IT Strategic Plan	Professional Services support for stabilization and enhancements.	\$60,704		\$60,704

Reappropriation Amendment (Ord. No. 922) Summary (Attachment B)

Project/Item Fund	Dept / Program	Carryover Details	Amendment Appropriations	Amendment Revenue	Requires Use of Fund Balance
<b>Fircrest Off Leash Dog Park Valuation</b>			<b>\$8,500</b>	<b>\$0</b>	<b>\$8,500</b>
General Fund	ASD / Parks Operations	A request to appraise the Fircrest Land where the dog park is in order to come up with fair market value lease was requested to be done by Contract Land Staff. The work was finalized but not invoiced until 2021.	\$8,500		\$8,500
<b>In Lieu of Tree Payment</b>			<b>\$32,986</b>	<b>\$32,986</b>	<b>\$0</b>
General Fund	ASD / Parks Operations	In-Lieu of Tree Payment		\$32,986	\$0
General Fund	ASD / Parks Operations	In the 2019-2020 bienium we budgeted the In-Lieu of Tree Payment. During the bienium, we spent \$10,532 of it only and we will need the rest durint 2021-2022. The revenue was booked in 2020 under 3699100 rather than 3458110.	\$32,986		\$0
<b>Property Management</b>			<b>\$24,487</b>	<b>\$0</b>	<b>\$24,487</b>
General Fund	CMO / Property Management	Rental unit transition.	\$5,000		\$5,000
General Fund	CMO / Property Management	Former PD Station fences.	\$13,581		\$13,581
General Fund	CMO / Property Management	198th & Aurora Fence Repair.	\$2,432		\$2,432
General Fund	CMO / Property Management	198th & Aurora Site Cleanup.	\$3,474		\$3,474
<b>Love Your Neighbor Community Grant Program</b>			<b>\$6,500</b>	<b>\$0</b>	<b>\$6,500</b>
General Fund	RCCS / Neighborhoods	Outreach Pilot program was significantly hampered by COVID-19.	\$6,500		\$6,500
<b>CHOICES</b>			<b>\$7,450</b>	<b>\$0</b>	<b>\$7,450</b>
General Fund	RCCS / General Recreation	In 2015, there was a donation for \$25,000 for the CHOICES program, a program for adults with developmental disabilities. The money was used to purchase a greenhouse kit and materials for the greenhouse. The greenhouse was up and running in 2015. Some additional supplies were purchased in 2016-2020.	\$7,450		\$7,450
<b>RCCS / Public Arts</b>			<b>\$36,900</b>	<b>\$12,000</b>	<b>\$36,900</b>
Public Arts Fund	RCCS / Public Art Projects	Jan Levy - Private Donation to assist the City with the move and refurbishing of a donated sculpture.		\$12,000	\$0
Public Arts Fund	RCCS / Public Art Projects	Art Site Ltd, LLC (Contract #9784); project delayed due to COVID-19 with completion estimated 6/10/2021.	\$26,000		\$26,000
Public Arts Fund	RCCS / Public Art Projects	Rhiza A+D (Contract #9136); project delayed due to COVID-19 and wildfire smoke with final 10% retainage to be paid in 2021.	\$10,900		\$10,900
<b>Youth and Amateur Sports Grant</b>			<b>\$0</b>	<b>\$4,386</b>	<b>\$0</b>
General Fund	RCCS / Teen & Youth Development Program	Youth and Amateur Sports Grant awarded in 2020, was not budgeted, but will cover some already budgeted expenditures; expires 12/31/2021.		\$4,386	\$0
<b>Housing Action Plan Department of Commerce Grant</b>			<b>\$17,384</b>	<b>\$58,639</b>	<b>\$0</b>
General Fund	PCD / City Planning	Department of Commerce (Contract #9539); remainder of grant will be reimbursed in subsequent quarters of the grant.		\$58,639	\$0
General Fund	PCD / City Planning	Community Attributes, Inc. (Contract #9557); conducting work on Housing Action Plan Grant through June 2021.	\$17,384		\$0

Reappropriation Amendment (Ord. No. 922) Summary (Attachment B)

<b>Project/Item Fund</b>	<b>Dept / Program</b>	<b>Carryover Details</b>	<b>Amendment Appropriations</b>	<b>Amendment Revenue</b>	<b>Requires Use of Fund Balance</b>
<b>Public Works Professional Services</b>			<b>\$43,065</b>	<b>\$0</b>	<b>\$43,065</b>
General Fund	PW / Administration	Shannon & Wilson	\$2,465		\$2,465
General Fund	PW / Administration	Wilfrid Austin Nixon (Contract #9552)	\$25,600		\$25,600
General Fund	PW / Administration	APWA Reaccreditation	\$15,000		\$15,000
<b>GENERAL CAPITAL FUND CARRYOVERS IMPACTING MULTIPLE FUNDS</b>					
<b>Parks ADA Assessment and Transition Plan</b>			<b>\$200,000</b>	<b>\$100,000</b>	<b>\$100,000</b>
General Fund	General Fund Admin. Key	Balance of 2019-2020 General Fund Contribution for Parks ADA Assessment and Transition Plan project budgeted in Parks Repair & Replacement project (2820122).	\$100,000		\$100,000
General Capital Fund	General Capital / Parks Repair & Replacement	Balance of 2019-2020 General Fund Contribution for Parks ADA Assessment and Transition Plan project budgeted in Parks Repair & Replacement project (2820122).		\$100,000	\$0
General Capital Fund	General Capital / Parks Repair & Replacement	The Parks ADA Assessment and Transition Plan project was originally budgeted in 2019-2020 under Parks Operations in the General Fund but was delayed due to a lack of staffing resources. This project should be budgeted in the General Capital Fund as part of the Parks Repair & Replacement project with a contribution from the General Fund.	\$100,000		\$0
<b>PROS Plan Acquisitions</b>			<b>\$8,514,332</b>	<b>\$352,561</b>	<b>\$8,161,771</b>
Park Impact Fees Fund	PARKS Impact Fee Admin. Key	Balance of 2019-2020 transfer from Park Impact Fees Fund to General Capital Fund for PROS Plan Acquisitions (2821360).	\$352,561		\$352,561
General Capital Fund	General Capital / PROS Plan Acquisitions	Balance of 2019-2020 transfer from Park Impact Fees Fund to General Capital Fund for PROS Plan Acquisitions (2821360).		\$352,561	\$0
General Capital Fund	General Capital / PROS Plan Acquisitions	PROS Plan Acquisitions in progress and continuing throughout 2021.	\$8,161,771		\$7,809,210

Reappropriation Amendment (Ord. No. 922) Summary (Attachment B)

Project/Item Fund	Dept / Program	Carryover Details	Amendment Appropriations	Amendment Revenue	Requires Use of Fund Balance
<b>City Maintenance Facility</b>			<b>\$551,624</b>	<b>\$275,812</b>	<b>\$275,812</b>
General Fund	General Fund Admin. Key	Balance of 2019-2020 General Fund Support for CMF (2819299).	\$219,416		\$219,416
Surface Water Utility Fund	SWM Capital Transfers	Balance of 2019-2020 Surface Water Utility Fund Share for CMF (2819299).	\$56,396		\$56,396
General Capital Fund	General Capital / City Maintenance Facility	Balance of 2019-2020 General Fund Support for CMF (0010000).		\$219,416	\$0
General Capital Fund	General Capital / City Maintenance Facility	Balance of 2019-2020 Surface Water Utility Fund Share for CMF (4010030).		\$56,396	\$0
General Capital Fund	General Capital / City Maintenance Facility	Brightwater Design originally scheduled to be completed in 2020. Delays have pushed completion and design is roughly 50% complete by the end of 2020. In addition, Hamlin and NMF Schematic Design have been deferred until Brightwater Construction Costs are known.	\$266,059		\$0
General Capital Fund	General Capital / City Maintenance Facility	Brightwater Design originally scheduled to be completed in 2020. Delays have pushed completion and design is roughly 50% complete by the end of 2020. In addition, Hamlin and NMF Schematic Design have been deferred until Brightwater Construction Costs are known.	\$9,753		\$0
<b>GENERAL CAPITAL FUND CARRYOVERS</b>					
<b>Playground Replacement</b>			<b>\$156,173</b>	<b>\$0</b>	<b>\$156,173</b>
General Capital Fund	General Capital / Playground Replacement	KCDA; replacement schedule continues in 2021.	\$156,173		\$156,173
<b>ROADS CAPITAL FUND CARRYOVERS IMPACTING MULTIPLE FUNDS</b>					
<b>N 175th Street (Stone Way to I-5)</b>			<b>\$656,717</b>	<b>\$577,613</b>	<b>\$79,104</b>
Transportation Impact Fees Fund	Transportation Impact Fee Admin Key	Balance of 2019-2020 transfer from the Transportation Impact Fees Fund to the Roads Capital Fund for the N 175th St - Stone Ave N to I5 project (2916339).	\$79,104		\$79,104
Roads Capital Fund	N 175th Street (Stone Way to I-5)	Balance of 2019-2020 transfer from the Transportation Impact Fees Fund to the Roads Capital Fund for the N 175th St - Stone Ave N to		\$79,104	\$0
Roads Capital Fund	N 175th Street (Stone Way to I-5)	Federal Surface Transportation Program		\$498,509	\$0
Roads Capital Fund	N 175th Street (Stone Way to I-5)	Project continues. PM and professional services.	\$577,613		\$0

Reappropriation Amendment (Ord. No. 922) Summary (Attachment B)

<b>Project/Item Fund</b>	<b>Dept / Program</b>	<b>Carryover Details</b>	<b>Amendment Appropriations</b>	<b>Amendment Revenue</b>	<b>Requires Use of Fund Balance</b>
<b>148th Street Non-Motorized Bridge</b>			<b>\$867,219</b>	<b>\$783,842</b>	<b>\$142,650</b>
General Fund	General Fund Admin. Key	Balance of 2019-2020 transfer from the General Fund to the Roads Capital Fund for N 148th Street Non-Motorized Bridge (2914354).	\$142,650		\$142,650
Roads Capital Fund	148th Street Non-Motorized Bridge	Balance of 2019-2020 transfer from the General Fund to the Roads Capital Fund for N 148th Street Non-Motorized Bridge (2914354).		\$142,650	\$0
Roads Capital Fund	148th Street Non-Motorized Bridge	Federal Surface Transportation Program		\$641,192	\$0
Roads Capital Fund	148th Street Non-Motorized Bridge	Work continues	\$724,569		\$0
<b>Driveway at Richmond Beach Drive &amp; 15th Avenue NW</b>			<b>\$137,748</b>	<b>\$56,309</b>	<b>\$81,439</b>
General Fund	General Fund Admin. Key	Balance of 2019-2020 transfer from the General Fund to the Roads Capital Fund for Driveway at Richmond Beach Drive & 15th Avenue NW (2916397).	\$56,309		\$56,309
Roads Capital Fund	Driveway at Richmond Beach Drive & 15th Avenue NW	Balance of 2019-2020 transfer from the General Fund to the Roads Capital Fund for Driveway at Richmond Beach Drive & 15th Avenue NW (2916397).		\$56,309	\$0
Roads Capital Fund	Driveway at Richmond Beach Drive & 15th Avenue NW	Project design completion delayed due to capital engineering workload priorities.	\$81,439		\$25,130
<b>Westminster Way N and N 155th Street Intersection Improvements</b>			<b>\$250,888</b>	<b>\$199,189</b>	<b>\$199,189</b>
Surface Water Utility Fund	SWM Capital Transfers	Balance of 2019-2020 transfer from the Surface Water Utility Fund to the Roads Capital Fund for Westminster Way N and N 155th Street Intersection Improvements (2916342).	\$199,189		\$199,189
Roads Capital Fund	Westminster Way N and N 155th Street Intersection Improvements	Balance of 2019-2020 transfer from the Surface Water Utility Fund to the Roads Capital Fund for Westminster Way N and N 155th Street Intersection Improvements (2916342).		\$199,189	\$0
Roads Capital Fund	Westminster Way N and N 155th Street Intersection Improvements	Staff + Professional Services	\$51,699		\$0

Reappropriation Amendment (Ord. No. 922) Summary (Attachment B)

Project/Item Fund	Dept / Program	Carryover Details	Amendment Appropriations	Amendment Revenue	Requires Use of Fund Balance
<b>ROADS CAPITAL FUND PROJECT CARRYOVERS</b>					
<b>Roads Capital Fund Capital Projects</b>			<b>\$5,115,069</b>	<b>\$4,815,278</b>	<b>\$257,306</b>
Roads Capital Fund	1st Ave NE Sidewalks (N145th to N155th)	Project delay.	\$964		\$964
Roads Capital Fund	145th Corridor Project	Split between orgkeys - ROW (\$2,843,935.87) & Design: (\$568,330.13)		\$407,244	\$0
Roads Capital Fund	145th Corridor Project	Split between orgkeys - ROW (\$2,843,935.87) & Design: (\$568,330.13)		\$568,330	\$0
Roads Capital Fund	145th Corridor Project	Split between orgkeys - ROW (\$2,843,935.87) & Design: (\$568,330.13)		\$2,843,936	\$0
Roads Capital Fund	145th Corridor Project	Project ongoing - May need budget amendment to transfer from ST266643 (Design) to ST296702 (ROW). ROW phase delayed.	\$3,882,894		\$63,384
Roads Capital Fund	145th and I-5 Interchange Design and Environmental Review	Project is still in progress & funds are still required in 2021.		\$510,177	\$0
Roads Capital Fund	145th and I-5 Interchange Design and Environmental Review	Project is still in progress & funds are still required in 2021.	\$494,990		\$0
Roads Capital Fund	N 195th Bridge Connectors	Design scheduled to be completed by end of 2020 has been delayed to complete in Q2 2021		\$29,332	\$0
Roads Capital Fund	N 195th Bridge Connectors	Design scheduled to be completed by end of 2020 has been delayed to complete in Q2 2021	\$29,332		\$0
Roads Capital Fund	Traffic Safety Improvements	King County work order SH-673 - issued in late 2020. KC unable to start/finish work.	\$69,740		\$69,740
Roads Capital Fund	Traffic Safety Improvements	King County work order SH-673 - issued in late 2020. KC unable to start/finish work.	\$12,800		\$12,800
Roads Capital Fund	Traffic Safety Improvements	Unable to finish work in 2020.	\$10,500		\$10,500
Roads Capital Fund	Annual Road Surface Maintenance	15th Avenue Grant		\$31,257	\$0
Roads Capital Fund	Annual Road Surface Maintenance	Contract extends till 12/31/2021 - 15th Ave (Contract #9614 Materials Testing & Consulting)	\$3,790		\$0
Roads Capital Fund	Annual Road Surface Maintenance	Contract extends till 12/31/2021 - 15th Ave (Contract #9571 A&M Contractors LLC)	\$13,739		\$0
Roads Capital Fund	Annual Road Surface Maintenance	Contract extends till 12/31/2021 - 15th Ave (Contract #9619 The Blueline Group)	\$22,836		\$0
Roads Capital Fund	Annual Road Surface Maintenance	Contract extends till 12/31/2021 - 15th Ave (Contract #9662 Mayes Testing Engineers Inc.)	\$1,895		\$0
Roads Capital Fund	Annual Road Surface Maintenance	Contract extends till 12/31/2021 - 155th (Contract #9655 HWA Geosciences Inc.)	\$16,606		\$0
Roads Capital Fund	Annual Road Surface Maintenance	Contract extends till 12/31/2022 - Survey on-call (Contract #9675 KPFF Consulting Engineers)	\$70,339		\$39,082

Reappropriation Amendment (Ord. No. 922) Summary (Attachment B)

Project/Item Fund	Dept / Program	Carryover Details	Amendment Appropriations	Amendment Revenue	Requires Use of Fund Balance
Roads Capital Fund	Meridian Ave N Safety Improvements - N 155th Street to N 175th Street	Delay in projet schedule		\$167,625	\$0
Roads Capital Fund	Meridian Ave N Safety Improvements - N 155th Street to N 175th Street	Delay in project schedule. Includes some prof services.	\$173,400		\$5,775
Roads Capital Fund	RICHMOND BEACH MDLBK XING/RECT	Design behind schedule, to be completed in 2021.		\$161,372	\$0
Roads Capital Fund	RICHMOND BEACH MDLBK XING/RECT	Design behind schedule, to be completed in 2021.	\$131,900		\$12,228
Roads Capital Fund	RICHMOND BEACH MDLBK XING/RECT	ROW phase now scheduled in 2021 after completion of design.	\$41,700		\$0
Roads Capital Fund	Ridgecrest Safe Routes to School	Safe Routes to School funding required.		\$14,639	\$0
Roads Capital Fund	Ridgecrest Safe Routes to School	Effort to complete project hasn't changed, schedule has just been slightly delayed.	\$11,649		\$0
Roads Capital Fund	Sidewalk Rehabilitation Program	Vehicle License Fees		\$81,366	\$0
Roads Capital Fund	Sidewalk Rehabilitation Program	Delay	\$83,162		\$0
Roads Capital Fund	Transportation Master Plan Update	Carryover is needed to complete the project as scoped.	\$42,833		\$42,833
<b>SIDEWALK EXPANSION FUND CARRYOVERS</b>					
<b>New Sidewalks Program Carryovers</b>			<b>\$521,192</b>	<b>\$329,978</b>	<b>\$272,771</b>
Sidewalk Expansion Fund	Sidewalk Expansion / NSP 1st Ave NE	Less completed in 2020 due to Project Manager/City staff turnover.	\$93,762		\$93,762
Sidewalk Expansion Fund	Sidewalk Expansion / NSP 5th Ave NE (175-182)	Majority of design will occur in 2021 and all of construction is now estimated to occur in 2022		\$329,978	\$0
Sidewalk Expansion Fund	Sidewalk Expansion / NSP 5th Ave NE (175-182)	Less completed in 2020 due to Project Manager/City staff turnover.	\$248,421		\$0
Sidewalk Expansion Fund	New Sidewalks Program	Costs for overall admin program less \$1.2 million in 2021 current budget. Only consultant/City staff costs, no construction expected beyond two sidewalks currently in design.	\$179,009		\$179,009
<b>SURFACE WATER UTILITY FUND CARRYOVERS</b>					
<b>Pipe Condition Assessment</b>			<b>\$60,532</b>	<b>\$0</b>	<b>\$60,532</b>
Surface Water Utility Fund	PW / Surface Water Management	The SW Operating budget has utilized \$100,000 in the 2020 budget for consultant pipe condition assessment. 2020 Carryover will fund the current contract and scope which is set to expire at the end of March, 2021. (Contract #9798 Osborn Consulting, Inc.)	\$60,532		\$60,532

Reappropriation Amendment (Ord. No. 922) Summary (Attachment B)

Project/Item Fund	Dept / Program	Carryover Details	Amendment Appropriations	Amendment Revenue	Requires Use of Fund Balance
<b>Surface Water Capital Projects</b>			<b>\$1,217,339</b>	<b>\$489,912</b>	<b>\$964,337</b>
Surface Water Utility Fund	10th Avenue NE Drainage Improvements	Grant expires 6/30/2021, 2020 reimbursements submitted but not yet received		\$184,807	\$0
Surface Water Utility Fund	10th Avenue NE Drainage Improvements	Osborn Consulting Inc. (Contract #9283); project ongoing through 12/31/2021.	\$338,794		\$153,987
Surface Water Utility Fund	148th Infiltration	Work continues		\$18,927	\$0
Surface Water Utility Fund	148th Infiltration	Moore Iacofano Goltsman Inc. (Contract #9290); project ongoing through 12/31/2021	\$28,590		\$9,663
Surface Water Utility Fund	Hidden Lake Dam Removal	Full amount remaining in grant for final design.		\$128,468	\$0
Surface Water Utility Fund	Hidden Lake Dam Removal	Delay in grant final execution disallowed some expenses, anticipate they can be reimbursed in 2021.		\$15,010	\$0
Surface Water Utility Fund	Hidden Lake Dam Removal	RCO.		\$142,700	\$0
Surface Water Utility Fund	Hidden Lake Dam Removal	Remaining consultant contract and City staff time to complete the project.	\$49,268		\$0
Surface Water Utility Fund	Pump Station 26 Improvements	Pump Station 26 Design originally scheduled to be completed in 2020. Delays have pushed completion to 2021 and design was roughly 1/3 complete by the end of 2020.	\$232,476		\$232,476
Surface Water Utility Fund	Stormwater Pipe Replacement Program	Work continues. Services Contract / Construction Contract	\$194,641		\$194,641
Surface Water Utility Fund	System Capacity Modeling Study	On 12/9/2020, contract amendment #9300.02 was executed to extend the contract expiration date until 12/31/2021. Funds need to be carried over to pay for the remaining work to be completed under this contract.	\$132,946		\$132,946
Surface Water Utility Fund	Surface Water Small Drainage Projects	Services Contract.	\$240,624		\$240,624
<b>EQUIPMENT REPLACEMENT FUND CARRYOVERS</b>					
<b>Vehicle Replacements</b>			<b>\$179,890</b>	<b>\$0</b>	<b>\$179,890</b>
Equipment Replacement Fund	ASD / Equipment Replacement	Parks Operations Vehicle #145 was scheduled for replacement in the 2019-2020 biennium; however, after careful analysis it is recommended the vehicle be replaced in the 2021-2022 biennium.	\$76,827		\$76,827
Equipment Replacement Fund	ASD / Equipment Replacement	Parks Operations Vehicle #150 was scheduled for replacement in the 2019-2020 biennium; however, after careful analysis it is recommended the vehicle be replaced in the 2021-2022 biennium.	\$46,771		\$46,771
Equipment Replacement Fund	ASD / Equipment Replacement	Code Enforcement Customer Response Team Vehicle #154 was scheduled for replacement in the 2019-2020 biennium; however, after careful analysis it is recommended the vehicle be replaced in the 2021-2022 biennium.	\$56,292		\$56,292
<b>TOTAL 2019-2020 CARRYOVER BUDGET AMENDMENT REQUESTS</b>			<b>\$19,003,296</b>	<b>\$8,116,977</b>	<b>\$11,426,705</b>



Impact of Reappropriation Amendment (Ord. No. 922) on Fund Balance (Attachment C)

FUND	2021	2021-2022 Current	2021-2022	2021-2022	2021-2022 Current	2021-2022	2021-2022	2022
	Beginning Fund Balance	Revenues / Transfers In	Carryover Revenues / Transfers In	Amended Revenues / Transfers In	Expenditures / Transfers Out	Carryover Expenditures / Transfers Out	Amended Expenditures / Transfers Out	Projected Ending Fund Balance
		Ord. No. 903	Ord. No. 922	Ord. No. 922	Ord. No. 903	Ord. No. 922	Ord. No. 922	
	(A)	(B)	(C)	(D) = (B) + (C)	(E)	(F)	(G) = (E) + (F)	(H) = (A) + (D) - (G)
<b>OPERATING FUNDS</b>								
General Fund	\$25,891,358	\$89,599,820	\$96,011	\$89,695,831	\$96,464,883	\$1,004,450	\$97,469,333	\$18,117,856
Shoreline Secure Storage Fund	\$224,920	\$2,259,500	\$0	\$2,259,500	\$2,259,500	\$0	\$2,259,500	\$224,920
Revenue Stabilization Fund	\$5,626,456	\$0	\$0	\$0	\$0	\$0	\$0	\$5,626,456
Street Fund	\$259,904	\$4,140,897	\$18,320	\$4,159,217	\$4,140,897	\$18,320	\$4,159,217	\$259,904
Code Abatement Fund	\$428,409	\$60,000	\$0	\$60,000	\$200,000	\$0	\$200,000	\$288,409
State Drug Enforcement Forfeiture Fund	\$88,544	\$36,486	\$0	\$36,486	\$36,486	\$0	\$36,486	\$88,544
Public Arts Fund	\$181,009	\$10,000	\$12,000	\$22,000	\$124,605	\$36,900	\$161,505	\$41,504
Federal Drug Enforcement Forfeiture Fund	\$23,048	\$26,000	\$0	\$26,000	\$26,000	\$0	\$26,000	\$23,048
<b>DEBT SERVICE FUNDS</b>								
2006/2016 UTGO Bond Fund	\$0	\$1,135,144	\$0	\$1,135,144	\$1,135,144	\$0	\$1,135,144	\$0
2009/2019 LTGO Bond Fund	\$410,710	\$2,202,688	\$0	\$2,202,688	\$2,202,688	\$0	\$2,202,688	\$410,710
2013 LTGO Bond Fund	\$0	\$516,520	\$0	\$516,520	\$516,520	\$0	\$516,520	\$0
2020 LTGO Bond Fund	\$0	\$25,960,000	\$0	\$25,960,000	\$25,960,000	\$0	\$25,960,000	\$0
Sidewalk LTGO Bond Fund	\$3,833,167	\$4,394,202	\$0	\$4,394,202	\$1,799,100	\$0	\$1,799,100	\$6,428,269
<b>CAPITAL FUNDS</b>								
General Capital Fund	\$9,907,114	\$8,674,479	\$728,373	\$9,402,852	\$9,044,118	\$8,693,756	\$17,737,874	\$1,572,092
City Facility-Major Maintenance Fund	\$197,081	\$750,392	\$0	\$750,392	\$709,226	\$0	\$709,226	\$238,247
Roads Capital Fund	\$8,986,650	\$47,877,684	\$6,432,231	\$54,309,915	\$49,710,564	\$6,550,389	\$56,260,953	\$7,035,612
Sidewalk Expansion Fund	\$11,321,491	\$5,401,803	\$329,978	\$5,731,781	\$5,401,803	\$521,192	\$5,922,995	\$11,130,277
Transportation Impact Fees Fund	\$5,279,499	\$0	\$0	\$0	\$867,701	\$79,104	\$946,805	\$4,332,694
Park Impact Fees Fund	\$1,287,908	\$750,000	\$0	\$750,000	\$750,000	\$352,561	\$1,102,561	\$935,347
<b>ENTERPRISE FUNDS</b>								
Surface Water Utility Fund	\$4,497,855	\$32,904,384	\$489,912	\$33,394,296	\$24,336,730	\$1,538,952	\$25,875,682	\$12,016,469
Wastewater Utility Fund	N/A	\$5,673,260	\$0	\$5,673,260	\$5,673,260	\$9,259	\$5,682,519	N/A
<b>INTERNAL SERVICE FUNDS</b>								
Vehicle O&M Fund	\$40,001	\$438,891	\$0	\$438,891	\$478,891	\$6,506	\$485,397	(\$6,505)
Equipment Replacement Fund	\$5,192,991	\$1,162,479	\$10,152	\$1,172,631	\$484,456	\$191,907	\$676,363	\$5,689,259
Unemployment Fund	\$0	\$35,000	\$0	\$35,000	\$35,000	\$0	\$35,000	\$0
<b>TOTAL</b>	<b>\$83,678,115</b>	<b>\$234,009,629</b>	<b>\$8,116,977</b>	<b>\$242,126,606</b>	<b>\$232,357,572</b>	<b>\$19,003,296</b>	<b>\$251,360,868</b>	<b>\$74,453,112</b>

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

<b>AGENDA TITLE:</b>	Discussing Ordinance No. 923 - Amending the 2021-2022 Biennial Budget (Ordinance Nos. 903 & 922)
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Sara Lane, Administrative Services Director Rick Kirkwood, Budget & Tax Manager
<b>ACTION:</b>	<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:**

During the first quarter of 2021, staff identified several operating programs and capital projects that require additional funding due to unanticipated needs that were unknown in November 2020 at the time the 2021-2022 Biennial Budget was adopted. Additionally, the City is moving forward with the assumption of the Ronald Wastewater District effective April 30, 2021, which requires amendments to both the operating and capital budgets for the Wastewater Utility Fund.

Staff is requesting that the 2021-2022 biennial budget be amended to provide funding for these programs and projects. Proposed Ordinance No. 923 (Attachment A) provides for this amendment. Tonight, Council is scheduled to discuss proposed Ordinance No. 923. This Ordinance is scheduled to be brought back to Council on April 26, 2021 for potential action.

**FINANCIAL IMPACT:**

Proposed Ordinance No. 923 would impact expenditures and resources, as follows:

- Increases appropriations for operating and capital expenditures by \$38.472 million;
- Increases appropriations for transfers out by \$0.070 million;
- Provides revenues totaling \$31.712 million;
- Provides transfers in totaling \$0.070 million; and,
- Uses of available 2020 ending fund balance totaling \$8.731 million offset by the anticipated provision of fund balance by certain activities totaling \$1.970 million.

The net impact of proposed Ordinance No. 923 is an increase in 2021-2022 biennial appropriations totaling \$38.542 million, revenues totaling \$31.712 million, interfund transfers totaling \$0.070 million, and the use of available fund balance totaling \$6.760 million. The table in Attachment B lists the programs and impacts resulting from this amendment. The table in Attachment C summarizes the impact of the budget amendment (Ordinance No. 923), the amended 2021-2022 appropriations, and estimated available fund balance.

The table below shows the impact on the available fund balance of the General Fund of the required reserve, currently budgeted use, use for the amendments included in proposed Ordinance No. 923, and additional designation for the City Maintenance Facility:

Intended Use of General Fund Reserves	2021 Projection as of Ord. No. 903	2021 Amended by Ord. Nos. 922 & 923
General Fund Beginning Fund Balance	\$18.504M	\$25.891M*
Less Required General Fund Operating Reserve:		
Cash Flow Reserve	3.000M	3.000M
Budget (Operating) Contingency	0.871M	0.871M
Insurance Reserve	0.255M	0.255M
Less Assigned for One-Time Outlays through 2021-2022 Biennial Budget Adoption	2.980M	2.980M
Less Use/(Provision) for 2020-to-2021 Carryovers	0.000M	0.689M
Less Use/(Provision) for 2021-2022 Budget Amendment	0.000M	0.120M
Less Assigned for One-Time Support for City Maintenance Facility	2.759M	2.979M
Less Designated for City Maintenance Facility	3.241M	3.636M**
<b>Unassigned and Undesignated Beginning Fund Balance</b>	<b>\$6.510M</b>	<b>\$11.362M</b>

\*The difference between the beginning fund balance projected during the 2021-2022 biennial budget process and the preliminary estimate for Ord. No. 922 is primarily attributable to a stronger-than-expected development economy, which provided one-time revenues, coupled with one-time expenditure savings. The preliminary 2020 results will be discussed in more detail during the presentation of the 2020 Year End Financial Report planned for May 3, 2020.

\*\* The difference between projected and actual amounts Designated for City Maintenance Facility reflects fulfillment of the target of increasing the General Fund contribution by \$1M annually.

### **RECOMMENDATION**

No action is required by the City Council. This meeting will provide an opportunity for the City Council to ask specific questions and provide staff direction. Proposed Ordinance No. 923 is scheduled to be brought back to Council for potential action on April 26, 2021.

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

## **INTRODUCTION**

During the first quarter of 2021 staff identified several operating programs and capital projects that require additional funding due to unanticipated needs that were unknown in November 2020 at the time the 2021-2022 Final Biennial Budget was adopted by the City Council through Ordinance No. 903. Staff is requesting that the 2021-2022 biennial budget be amended to provide funding for these programs and projects. Proposed Ordinance No. 923 (Attachment A) provides for this amendment.

## **BACKGROUND**

Additional details of the proposed budget amendments are discussed below and presented in Attachment B.

### **Amendments Impacting Multiple Funds:**

Conversion of Appropriations to Purchase Equipment and Trailers: The 2021-2022 biennial budget includes appropriations to support bringing the pavement marking program in-house. This amendment will provide for the acquisition of a trailer and a “true-up” of the final costs, which were higher than the original estimate.

Citywide Janitorial Services: Facilities staff prepared a Request for Proposal (RFP) and requested proposals from qualified janitorial services companies. The RFP was advertised, and prospective companies were invited to attend a voluntary walk-through of the City's facilities. The City Council awarded the janitorial services contract to Kellermeyer Bergenson Services LLC, which is now named Innovative Facility Services, LLC, at its September 28, 2020 meeting. Due to the timing of the RFP process and citywide budget process, the final 2021-2022 biennial budget could not include final budget adjustments for the contract awarded at a total of \$0.326 million.

Police Station at City Hall: The Police Station at City Hall capital project experienced greater-than-estimated expenses in 2020 and through 2021 will continue to incur costs related to a legal contract for the contaminated soil claim and remaining charges for the Leadership in Energy and Environmental Design (LEED) certification that need to be funded in 2021. Staff anticipates completing negotiations for a settlement with prior owners of the property in 2021. The General Fund will contribute additional funds to the General Capital Fund to cover the remaining costs of this project.

Charges for Equipment Replacement Reserves for Wastewater Vehicles: While the City transferred ownership of the wastewater vehicles and equipment as part of the operating agreement in 2017, Ronald Wastewater District (RWD) retained and managed the fund balance necessary to provide for replacement of vehicles upon assumption by the City. With the full assumption of the Wastewater Utility, the replacement reserves for these vehicles will be managed in the City's Equipment Replacement Fund. This amendment will provide for a charge to the Wastewater Utility Fund that sets aside replacement reserves in the Equipment Replacement Fund in an amount sufficient to support future replacement of wastewater vehicles and equipment. The amount of the charge comprised of the full amount to be set-aside in 2021 is

\$0.688 million. The amount of the annual charge for 2022 is also included in this amendment and totals \$0.146 million.

### **Amendments Impacting the General Fund:**

SCORE Jail Booking Fee: SCORE Jail notified the City in 2020 it would be implementing a booking fee of \$35 beginning January 1, 2022. Staff reviewed the number of bookings over the five-year period of 2014-2019 to determine an estimated impact of \$30,000 to the City as a result of this new fee.

PowerDMS for CAPRA Accreditation: In order to standardize the database for Commission for Accreditation of Park and Recreation Agencies (CAPRA) accreditation so all the park districts could use the same software making it easier to organize and evaluate policies and practices, after an extensive research, the National Recreation and Park Association (NRPA) chose PowerDMS as the common software. The City is starting the reaccreditation process and needs to subscribe to PowerDMS to start loading all the practices and compliance documentation. The cost of the subscription is \$2,300.

King County Best Starts for Kids Grant: The King County Best Starts for Kids grant will allow the City to provide youth development program services for the Youth Outreach Leadership and Opportunity program through 2021. The original 3-year grant was awarded for \$0.535 million but the new agreement will add an additional \$0.112 million. Since the City spent approximately \$0.455 million in the prior three years, King County is authorizing the City to spend the additional \$0.081 million in 2021 for a total of \$0.192 million through 2021.

### **Amendments Impacting the Wastewater Utility Fund:**

Assumption of the Ronald Wastewater District: The City will assume RWD on April 30, 2021. In accordance with Governmental Accounting Standards, the City must appropriate a full biennial budget for the Wastewater Utility Fund for 2021-2022, and accordingly will report the full year of activity in its 2021 Financial Report. Proposed Ordinance No. 923 appropriates the full biennium of revenues, operating expenditures and capital expenditures.

Aside from the charges for Equipment Replacement Reserves discussed above, the 2021-2022 appropriation for operating and capital projects reflects an increase of \$37.337 million from the City's adopted 2021-2022 biennial budget for the Wastewater Utility of \$5.673 million. The increase includes \$14.781 million each for 2021 and 2022 for operating expenditures and \$7.775 million for capital expenditures. The 2021-2022 revenue reflects an increase of \$30.685 million. At this time, both capital and operating budgets are being amended to match RWD's 2021 adopted budget and 2022 plan. Staff will be evaluating both the capital program and operating budget for changes and will present those to Council in the 2021-2022 Mid-Biennial Budget Update later this year.

The City's Financial Policies, which were included in the 2021-2022 Proposed Biennial Budget and 2021-2026 CIP book and last adopted with Ordinance No. 903, must be amended to include a reserve policy for the Wastewater Utility Fund. To that end, section V.G. has been added to the amended Financial Policies (Attachment A – Exhibit A).

### **ALTERNATIVES ANALYZED**

#### **Alternative 1: Take no action**

If the City Council chooses to not approve proposed Ordinance No. 923, either these expenditures or projects will not be completed without adversely impacting existing 2021-2022 biennial budget appropriations intended for other operations or projects. In the case of capital projects, there may not be sufficient budget authority to complete the projects. Staff would need to reevaluate the projects and determine which projects could be moved forward. In addition, necessary amendments to the Financial Policies will not be made.

#### **Alternative 2: Approve Ordinance No. 923 (Recommended)**

Approval of proposed Ordinance No. 923 will provide the budget authority and avoid adversely impacting existing 2021-2022 biennial budget appropriations, as well as provide necessary amendments to the Financial Policies. In addition, this amendment will result in accurately reflecting the anticipated expenditures in the City's operating and capital funds.

### **FINANCIAL IMPACT**

Proposed Ordinance No. 923 would impact expenditures and resources, as follows:

- Increases appropriations for operating and capital expenditures by \$38.472 million;
- Increases appropriations for transfers out by \$0.070 million;
- Provides revenues totaling \$31.712 million;
- Provides transfers in totaling \$0.070 million; and,
- Uses of available 2020 ending fund balance totaling \$8.731 million offset by the anticipated provision of fund balance by certain activities totaling \$1.970 million.

The net impact of proposed Ordinance No. 923 is an increase in 2021-2022 biennial appropriations totaling \$38.542 million, revenues totaling \$31.712 million, interfund transfers totaling \$0.070 million, and the use of available fund balance totaling \$6.760 million. The table in Attachment B lists the programs and impacts resulting from this amendment. The table in Attachment C summarizes the impact of the budget amendment (Ordinance No. 923), the amended 2021-2022 appropriations, and estimated available fund balance.

The table below shows the impact on the available fund balance of the General Fund of the required reserve, currently budgeted use, use for the amendments included in proposed Ordinance No. 923, and additional designation for the City Maintenance Facility:

<b>Intended Use of General Fund Reserves</b>	<b>2021 Projection as of Ord. No. 903</b>	<b>2021 Amended by Ord. Nos. 922 &amp; 923</b>
General Fund Beginning Fund Balance	\$18.504M	\$25.891M*
Less Required General Fund Operating Reserve:		
Cash Flow Reserve	3.000M	3.000M
Budget (Operating) Contingency	0.871M	0.871M
Insurance Reserve	0.255M	0.255M
Less Assigned for One-Time Outlays through 2021-2022 Biennial Budget Adoption	2.980M	2.980M
Less Use/(Provision) for 2020-to-2021 Carryovers	0.000M	0.689M
Less Use/(Provision) for 2021-2022 Budget Amendment	0.000M	0.120M
Less Assigned for One-Time Support for City Maintenance Facility	2.759M	2.979M
Less Designated for City Maintenance Facility	3.241M	3.636M**
<b>Unassigned and Undesignated Beginning Fund Balance</b>	<b>\$6.510M</b>	<b>\$11.362M</b>

\*The difference between the beginning fund balance projected during the 2021-2022 biennial budget process and the preliminary estimate for Ord. No. 922 is primarily attributable to a stronger-than-expected development economy, which provided one-time revenues, coupled with one-time expenditure savings. The preliminary 2020 results will be discussed in more detail during the presentation of the 2020 Year End Financial Report planned for May 3, 2020.

\*\* The difference between projected and actual amounts Designated for City Maintenance Facility reflects fulfillment of the target of increasing the General Fund contribution by \$1M annually.

### **RECOMMENDATION**

No action is required by the City Council. This meeting will provide an opportunity for the City Council to ask specific questions and provide staff direction. Proposed Ordinance No. 923 is scheduled to be brought back to Council for potential action on April 23, 2021.

### **ATTACHMENTS**

- Attachment A: Proposed Ordinance No. 923, including Exhibit A
- Attachment B: 2021-2022 Biennial Budget Amendment (Ord. No. 923) Summary
- Attachment C: Impact of Budget Amendment (Ord. No. 923) on Fund Balance

**ORDINANCE NO. 923**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON,  
AMENDING THE 2021-2022 FINAL BIENNIAL BUDGET.**

WHEREAS, the 2021-2022 Final Biennial Budget was adopted by Ordinance No. 903 and subsequently amended by Ordinance No. 922; and

WHEREAS, additional needs that were unknown at the time the 2021-2022 Final Biennial Budget, as amended, was adopted have occurred; and

WHEREAS, the City of Shoreline is required by RCW 35A.33.075 to include all revenues and expenditures for each fund in the adopted budget and, therefore, the 2021-2022 Final Biennial Budget, as amended, needs to be amended to reflect the increases and decreases to the City’s funds; and

WHEREAS, the City Council finds that the proposed adjustments to the Biennial Budget for 2021-2022 reflect revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and

WHEREAS, with this Ordinance, the City intends to amend the 2021-2022 Final Biennial Budget, as adopted by Ordinance No. 903 and amended by Ordinance No. 922;

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

**Section 1. Amendment – 2021-2022 Final Budget.** The City hereby amends the 2021-2022 Final Biennial Budget by increasing or decreasing appropriations, and the budget sets forth totals of estimated revenues and estimated expenditures of each separate fund, and the aggregate totals for all such funds as summarized, as follows:

Fund	Current Appropriation	Revised Appropriation
General Fund	\$97,469,333	<b>\$97,782,109</b>
Shoreline Secure Storage Fund	2,259,500	2,259,500
Street Fund	4,159,217	<b>4,159,609</b>
Code Abatement Fund	200,000	200,000
State Drug Enforcement Forfeiture Fund	36,486	36,486
Public Arts Fund	161,505	161,505
Federal Drug Enforcement Forfeiture Fund	26,000	26,000
Transportation Impact Fees Fund	946,805	946,805
Park Impact Fees Fund	1,102,561	1,102,561
2006/2016 UTGO Bond Fund	1,135,144	1,135,144
2009/2019 LTGO Bond Fund	2,202,688	2,202,688
2013 LTGO Bond Fund	516,520	516,520



Fund	Current Appropriation	Revised Appropriation
2020 LTGO Bond Fund	25,960,000	25,960,000
Sidewalk LTGO Bond Fund	1,799,100	1,799,100
General Capital Fund	<del>17,737,874</del>	<b>17,785,874</b>
City Facility-Major Maintenance Fund	709,226	709,226
Roads Capital Fund	56,260,953	56,260,953
Sidewalk Expansion Fund	5,922,995	5,922,995
Surface Water Capital Fund	25,875,682	25,875,682
Wastewater Utility Fund	<del>5,682,519</del>	<b>43,855,290</b>
Vehicle Operations/Maintenance Fund	485,397	485,397
Equipment Replacement Fund	<del>676,363</del>	<b>684,468</b>
Unemployment Fund	35,000	35,000
<b>Total Funds</b>	<b><del>\$251,360,868</del></b>	<b>\$289,902,912</b>

**Section 2. Amendment – Financial Policies.** The Financial Policies included with the 2021-2022 Adopted Biennial Budget and 2021-2026 Capital Improvement Plan book are replaced with new Financial Policies as set forth in Exhibit A attached hereto.

**Section 3. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this Ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

**Section 4. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 5. Effective Date.** A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. The Ordinance shall take effect and be in full force five days after passage and publication.

**PASSED BY THE CITY COUNCIL ON APRIL 26, 2021.**

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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

## Financial Policies

As Adopted by the Shoreline City Council

- I. Financial Planning Policies
- II. General Budget Policies
  - A. No Operating Deficit
  - B. Resources Greater than Estimates
  - C. Budget Adoption Level
  - D. Necessary to Implement City Council Goals Identified in Workplan
  - E. Public Safety Protection
  - F. Degradation of Current Service Levels
  - G. Investments that are Primarily funded by Additional Fees or Grants
  - H. Investments that delay Future Cost Increases
  - I. Investments that Forestall Adding Permanent Staff
  - J. Commitments that can Reasonably be Maintained over the Long Term
  - K. Overhead and Full Cost Allocation
  - L. Maintenance of Quality Service Programs
  - M. Distinguished Budget Presentation
- III. Formulation and Approval of Budgets
- IV. Budget Adjustment and Amendment Process
  - A. Adjustment
  - B. Amendment
- V. Reserve and Contingency Fund Policies
  - A. General Policy
  - B. Revenue Stabilization Fund
  - C. General Fund Operating Reserves
  - D. Equipment and Vehicle Replacement Reserves
  - E. City Street Fund Reserve
  - F. Surface Water Utility Fund Reserve
  - G. Wastewater Utility Fund Reserve**
- VI. Capital Improvement Program Plan Policies
  - A. Relationship of Long-Range Plans to the CIP
  - B. Capital Improvement Plan Coordination Team
  - C. Establishing CIP Priorities
  - D. Types of Projects Included in the CIP
  - E. Scoping and Costing Based on Predesign Study
  - F. Required Project Features and Financial Responsibility
  - G. Predictability of Project Timing, Cost and Scope
  - H. CIP Maintenance and Operating Costs
  - I. Local Improvement Districts (LID)
  - J. Preserve Existing Capital Infrastructure Before Building New Facilities
  - K. New Facilities Should be of High Quality, Low Maintenance, Least Cost
  - L. Public Input at All Phases of Projects
  - M. Basis for Project Appropriations
  - N. Balanced CIP Plan
  - O. Use of Debt in the CIP
  - P. Finance Director's Authority to Borrow
  - Q. CIP Plan Update and Amendment
  - R. Formalization of Monetary Agreements
  - S. Applicable Project Charges
- VII. Debt Policy

I. FINANCIAL PLANNING POLICY

The City shall develop and maintain a 6-year financial forecast that estimates resource and expenditure behavior for the five years beyond the current budget period. This forecast will provide the City's decision makers with an indication of the long-term fiscal impact of current policy and budget decisions. This planning tool must recognize the effects of economic cycles on the demand for services and the City's resources. To this end, the forecast should differentiate between revenue associated with one-time economic activities and revenues derived as a result of base economic growth. City financial planning should ensure the delivery of needed services (many of which become more critical during economic downturns) by assuring adequate reliance on ongoing resources in order to support continued City services during economic downturns.

II. GENERAL BUDGET POLICIES

These general budget policies are the basis on which staff develops budget recommendations and establishes funding priorities within the limited revenues the City has available to provide municipal services.

- A. No Operating Deficit: Current revenues will be sufficient to support current expenditures. Revenue estimates will be realistic and debt financing will not be used for current operating expenses.
- B. Resources Greater than Budget Estimates: Resources (fund balance) greater than budget estimates in any fund shall be considered "one-time" resources and shall not be used to fund ongoing service delivery programs.
- C. Budget Adoption Level: Budget adoption by the City Council shall be at fund level. Any changes in appropriations at fund level require City Council approval.
- D. Necessary to Implement City Council Goals Identified in Workplan: The City Council identifies specific goals as part of its work-plan, and departmental budgets should include adequate resources to accomplish those goals in the expected timeframes.
- E. Public Safety Protection: Public safety is a top priority, and as such, unmet needs in this area should have a priority over other service areas.
- F. Degradation of Current Service Levels: When increased service demands are experienced over a sustained period of time, resources should be provided to prevent service level degradation below an acceptable level.
- G. Investments that are Primarily Funded by Additional Fees or Grants: Programs and investments that are funded through a dedicated revenue source (i.e., non-tax revenue), that meet the goals of the City Council, will receive priority consideration.
- H. Investments that Delay Future Cost Increases: When practical, resources should be allocated for selective preventative investments that can be made to avoid even larger costs in the future.
- I. Investments that Forestall Adding Permanent Staff: Recognizing that personnel related expenditures represent the largest portion of the City's budget, methods to increase efficiency and effectiveness of the delivery of City services through technology improvements should receive priority funding if it can forestall the addition of permanent staff.
- J. Commitments that can Reasonably be Maintained over the Long-Term: Funding for new programs and services in operating funds should be limited to the extent that they can be reasonably funded over the near-to-long-term given the current revenue stream.
- K. Overhead and Full Cost Allocation: Department budgets should be prepared in a manner to reflect the full cost of providing services.
- L. Maintenance of Quality Service Programs: The City of Shoreline will offer quality service programs. If expenditure reductions are necessary as a result of changing economic status, selective service elimination is preferable to poor or marginal quality programs that are caused by across the board cuts.

- M. Distinguished Budget Presentation: The City will seek to comply with the suggested criteria of the Government Finance Officers Association in producing a budget document that meets the Distinguished Budget Presentation program criteria as policy document, as an operations guide, as a financial plan, and as a communication device.

### III. FORMULATION AND APPROVAL OF BUDGETS

In accordance with RCW 35A.33, departments shall be requested by the Finance Director to prepare detailed estimates of revenues and expenditures for the next fiscal year by no later than the second Monday of September. Responses will be due by no later than the fourth Monday in September, and by no later than the first business day in October, the Finance Director will present to the City Manager a proposed preliminary budget setting forth the complete financial program, showing expenditures requested by each department and sources of revenue by which each program is proposed to be financed.

Although the schedule outlined above meets the requirements of the Revised Code of Washington, the Shoreline budget process usually follows an accelerated time schedule. The Finance Director typically requests departments to prepare their detailed estimates of revenues and expenditures for the next fiscal year in July, with those responses due in August.

By no later than the first Monday in October, the City Manager will provide the City Council with current information on estimates of revenues from all sources as adopted in the budget for the current year. The City complies with this requirement by providing the City Council with a quarterly report and a comprehensive overview of the City's current financial position at a summer Budget Retreat.

The administration will analyze program priorities and needs and recommend funding levels for each program in a proposed operating budget and six-year capital improvement program, which will be submitted to the Council by no later than 60 days prior to the end of the fiscal year. The City Manager typically presents the proposed budget to the City Council in late October.

As part of the budget document, a budget message will be prepared that contains the following:

- An explanation of the budget document.
- An outline of the recommended financial policies and programs of the City for the ensuing fiscal year.
- A statement of the relation of the recommended appropriation to such policies and programs.
- A statement of the reason for salient changes from the previous year in appropriation and revenue items.
- An explanation of any recommended major changes in financial policy.

The operating budget proposal for the general fund will include a financial plan that shows projected revenues and expenditures for at least the next five fiscal years. The financial plan will provide an explanation of the assumptions used in projecting future year expenditure and revenue levels, such as growth in tax revenues, inflation, cost of services, and other factors that may impact the financial condition of the City.

The operating budget will be classified and segregated according to a standard classification of accounts as prescribed by the State Auditor.

The Council will hold public hearings as required and approve operating and capital budgets prior to the end of the fiscal year in accordance with State law.

IV. BUDGET ADJUSTMENT & AMENDMENT PROCESSES

Under the provisions of State law and the City's operating procedures, the operating budget may be adjusted or amended in two different ways. Adjustment of the budget involves a reallocation of existing appropriations and does not change the budget "bottom line." Amendment of the budget involves an addition to or reduction of existing appropriations.

A. Adjustment

The City departmental expenditures and program goals are monitored throughout the year. Certain departments may develop the need for additional expenditure authority to cover unanticipated costs that cannot be absorbed within the budget, while other departments may unexpectedly not require their full budget authorizations. The Finance Department reviews and analyzes all department and/or fund budgets to determine what adjustments are necessary and whether the adjustments can be made within existing appropriation limits and within the City Council and Departmental goals as provided in the budget. Necessary adjustments are then reviewed with the affected department and/or fund managers. When an adjustment is needed, the Finance staff will look first to savings within the department and then consider budget transfers between departments. The Finance Director, in conjunction with the Department Directors and the City Manager, reviews and decides if any specific budget reductions are needed. No City Council action is needed as State law allows budget adjustments to be done administratively and approved by the City Manager. As a matter of practice, staff will include any adjustments made between departments with the quarterly financial information provided to the City Council.

B. Amendment

Amending the City's budget occurs whenever the requested changes from departments and/or funds will cause the existing appropriation level for the fund to change. This situation generally occurs when the City Council authorizes additional appropriation. This is done by an ordinance that amends the original budget and states the sources of funding for the incremental appropriations.

V. RESERVE AND CONTINGENCY FUND POLICIES

Adequate fund balance and reserve levels are a necessary component of the City's overall financial management strategy and a key factor in external agencies' measurement of the City's financial strength.

Maintenance of fund balance for each accounting fund assures adequate resources for cash flow and to mitigate short-term effects of revenue shortages. Reserve funds are necessary to enable the City to deal with unforeseen emergencies or changes in condition.

A. General Policy

The City shall maintain reserves required by law, ordinance and/or bond covenants.

All expenditures drawn from reserve accounts shall require prior Council approval unless previously authorized by the City Council for expenditure within the City's biennial budget.

If reserves and/or fund balances fall below required levels as set by this policy, the City shall include within its biennial budget a plan to restore reserves and/or fund balance to the required levels.

All reserves will be presented in the City's biennial budget.

B. Revenue Stabilization Fund

The City will establish a Revenue Stabilization Fund and shall accumulate a reserve equal to thirty percent (30%) of annual economically sensitive revenues within the City's operating budget to cover revenue shortfalls resulting from unexpected economic changes or recessionary periods.

C. General Fund Operating Reserves

The City shall maintain a General Fund Operating Reserve to provide for adequate cash flow, budget contingencies, and insurance reserves. The General Fund Operating Reserves will be determined as follows:

1. **Cash Flow Reserve:** The City shall maintain a cash flow reserve within the General Fund in an amount equal to \$3,000,000. This is approximately equal to 1.5 months of operating expenditures. The City will review biennially the required cash flow reserve level that is necessary to meet the City's cash flow needs. If it is determined that \$3,000,000 is not adequate, the Finance Director shall propose an amendment to these policies.
2. **Budget Contingency:** The City shall maintain a budget contingency reserve within the General Fund equal to 2% of budgeted operating revenues.
3. **Insurance Deductible Reserve:** The City shall maintain an insurance reserve within the General Fund to be used for potential substantial events that cause damage to the City's fixed assets and/or infrastructure.

D. Equipment and Vehicle Replacement Reserves

The City will maintain fully funded reserves for the replacement of vehicles, computer equipment, and equipment identified on the City's fixed asset listing. Contributions will be made through assessments to the using funds and maintained on a per asset basis.

E. City Street Fund Reserve

The City shall maintain an operating reserve within the City's Street Fund an amount equal to 20% of annually budgeted operating revenues.

F. Surface Water Utility Fund Reserve

The City shall maintain an operating reserve within the Surface Water Utility Fund an amount equal to no less than 20% of budgeted operating revenues.

G. Wastewater Utility Fund Reserve

**The City shall maintain an operating reserve within the Wastewater Utility Fund an amount equal to no less than 20% of budgeted operating revenues excluding treatment charge pass-through.**

VI. CAPITAL IMPROVEMENT PROGRAM PLAN POLICIES

A number of important policy considerations are the basis for the Capital Improvement Program (CIP) Plan. These policies provide guidelines for all financial aspects of the CIP, and ultimately affect the project selection process.

A. Relationship of Long-Range Plans to the CIP

The CIP will be updated annually but the City Council may amend the CIP Plan at any time as required.

Virtually all of the projects included in the CIP are based upon formal long-range plans that have been adopted by the City Council. This ensures that the City's Capital Improvement Program, which is the embodiment of the recommendations of these individual planning studies, is responsive to the officially stated direction of the City Council as contained in the Comprehensive Plan, Council work goals, and supporting

documents. Examples of these supporting documents: Pavement Management System Plan and the Parks and Open Space and Recreation Services Plan. There are exceptions, but they are relatively small when compared to the other major areas of expenditure noted above.

B. CIP Coordination Team

A CIP Coordination Team is a cross-departmental team which participates in the review and recommendation of the CIP program to the City Manager. The Team will review proposed capital projects in regards to accurate costing (design, capital, and operating), congruence with City objectives, and prioritize projects by a set of deterministic criteria. The Finance Director, or his/her designee, will serve as the lead for the team.

C. Establishing CIP Priorities

The City uses the following basic CIP project prioritization and selection process:

1. Each CIP program area establishes criteria to be used in the prioritization of specific projects submitted for funding. These specific criteria are developed by staff in conjunction with City Council priorities and input from citizens, associated City boards and commissions. The criteria are identified in the City's budget document. The City has divided its CIP projects into the following program areas: General Facilities & Parks Capital Projects, Roads Capital Projects, and Surface Water Capital Projects.
2. Designated personnel within City departments recommend project expenditure plans to the Finance Department. The project expenditure plans include all capital costs and any applicable maintenance and operation expenditures along with a recommended funding source.
3. The CIP Coordination Team evaluates the various CIP projects and selects those with the highest priority based on input from citizens, project stakeholders, appropriate advisory committees, and City Council goals.
4. A Preliminary CIP Plan is developed by the Finance Department and is recommended to the City Council by the City Manager.
5. The City Council reviews the Operating and Preliminary CIP Plan, holds a public hearing(s) on the plan, makes their desired alterations, and then officially adopts the CIP and establishes related appropriations as a part of the City's budget.
6. Within the available funding, the highest priority projects are then selected and funded in the CIP.

D. Types of Projects Included in the CIP Plan

The CIP Plan will display, to the maximum extent possible, all major capital projects in which the City is involved. It is difficult to define precisely what characteristics a project should have before it is included in the CIP Plan for the public's and City Council's review and approval. While the following criteria may be used as a general guide to distinguish among projects which should be included or excluded from the CIP Plan, there are always exceptions which require management's judgment. Therefore, the City Manager has the administrative authority to determine which projects should be included in the CIP Plan and which projects are more appropriately contained in the City's operating budget.

For purposes of the CIP Plan, a CIP project is generally defined to be any project that possesses all of the following characteristics:

1. Exceeds an estimated cost of \$10,000;
2. Involves totally new physical construction, reconstruction designed to gradually and systematically replace an existing system on a piecemeal basis, replacement of a major component of an existing facility, or acquisition of land or structures; and



3. Involves City funding in whole or in part, or involves no City funds but is the City's responsibility for implementing, such as a 100% grant-funded project or 100% Local Improvement District funded project.
4. Involves the skills and construction needs beyond those needed for a general repair and maintenance project.

These should be considered general guidelines. Any project in excess of \$25,000 meeting the criteria of (2), (3) and (4) above, or various miscellaneous improvements of a like nature whose cumulative total exceeds \$25,000 (i.e., street overlays) should be considered as part of the CIP process.

Program area managers are responsible for the cost estimates of their proposed programs, including future maintenance and operations costs related to the implementation of completed projects.

- E. Scoping and Costing Based on Predesign Study  
For some projects it is difficult to develop accurate project scopes, cost estimates, and schedules on which no preliminary engineering or community contact work has been done. To address this problem, some projects are initially proposed and funded only for preliminary engineering and planning work. This funding will not provide any monies to develop final plans, specifications, and estimates to purchase rights-of-way or to construct the projects. Future project costs are refined through the predesign study process.
- F. Required Project Features and Financial Responsibility: If a proposed project will cause a direct impact on other publicly-owned facilities, an equitable shared and funded cost plan must be coordinated between the affected program areas.
- G. Predictability of Project Timing, Cost and Scope: The predictability of timing and costs of projects is important to specific private developments, such as the provision of street improvements or the extension of major sewer lines or water supply, without which development could not occur. These projects generally involve significant financial contributions from such private development through developer extension agreements, LIDs, and other means. Once a project has been approved by the City Council in the CIP, project scheduling is a priority to maintain.  
  
The City Council authorizes the City Manager to administratively approve the acceleration of project schedules so long as they can be accomplished within budgeted and any allowable contingency expenditures, with the understanding that all controversial issues will be brought before the City Council. All project additions or deletions must be approved by the City Council.
- H. CIP Maintenance and Operating Costs: CIP projects, as approved by the City Council, shall have a funding plan for maintenance and operating costs identified in the project description. These costs will be included in the City's long-term financial planning.
- I. Local Improvement Districts (LID)  
Examples of when future LIDs may be formed are as follows: 1) where old agreements exist, committing property owners to LID participation on future projects; 2) when a group of property owners wish to accelerate development of a certain improvement; 3) when a group of property owners desire a higher standard of improvement than the City's project contemplates; or 4) when a group of property owners request City assistance in LID formation to fund internal neighborhood transportation facilities improvements, which may or may not have City funding involved. If City funding is proposed by the project sponsors (property owners), they shall so request of the City Council (through the City Clerk) in

writing before any LID promotion activity begins. The City Manager shall analyze such request and report his conclusions and recommendation to Council for their consideration. The Council shall by motion affirm or deny the recommendation. The Council's affirmative motion to financially participate shall expire in 180 days, unless the project sponsors have submitted a sufficient LID petition by that time.

In the event that the request is for street resurfacing in advance of the City's normal street resurfacing cycle, the City's contribution, if any, will be determined based on a recommendation from the Public Work's Department and a financial analysis of the impact of completing the project prior to the City's original timeline.

On capital projects whose financing depends in part on an LID, interim financing will be issued to support the LID's portion of the project budget at the same time or in close proximity to the issuance of the construction contract. The amount of the interim financing shall be the current estimate of the final assessment roll as determined by the administering department.

In the event that the project is 100% LID funded, interim financing shall be issued either in phases (i.e., design phase and construction phase) or up front in the amount of the entire estimated final assessment roll, whichever means is estimated to provide the lowest overall cost to the project as determined by the Finance Department.

The City will recapture direct administrative costs incurred by the City for the LID project by including these in the preliminary and final assessment roles.

- J. Preserve Existing Capital Infrastructure Before Building New Facilities: It is the City's policy to ensure that adequate resources are allocated to preserve the City's existing infrastructure before targeting resources toward building new facilities that also have maintenance obligations. This policy addresses the need to protect the City's historical investment in capital facilities and to avoid embarking on a facility enhancement program which, together with the existing facilities, the City cannot afford to adequately maintain.
- K. New Facilities Should Be of High Quality, Low Maintenance, Least Cost: The intent of this policy is to guide the development and execution of the CIP Plan through an emphasis on lowest life-cycle cost. Projects should only be built if the necessary funding to operate them is provided. Also, priority is given to new facilities that have minimal ongoing maintenance costs so as to limit the impact upon both the CIP and the operating budget.
- L. Public Input at All Phases of Projects: The City makes a serious commitment to public involvement. The City's long-range plans are developed through an extensive citizen involvement program.
- M. Basis for Project Appropriations: During the City Council's CIP Plan review, the City Council will appropriate the full estimated project cost for all projects in the CIP Plan. Subsequent adjustments to appropriation levels for amendments to the CIP Plan may be made by the City Council at any time.
- N. Balanced CIP Plan: The CIP Plan is a balanced six-year plan. This means that for the entire six-year period, revenues will be equal to project expenditures in the plan. It is anticipated that the plan will have more expenditures than revenues in single years of the plan, but this imbalance will be corrected through the use of interim financing, if actually needed. Over the life of the six-year plan, however, all planned interim debt will be repaid and all plan expenditures, including interest costs on interim debt will be provided for with identified revenues. Any project funding plan, in which debt is not retired within the current six-year plan, must have specific City Council approval.

- O. Use of Debt in the CIP: The CIP is viewed as a long-term program that will continually address capital requirements far into the future. As such, the use of long-term debt should be minimized, allowing the City to put money into actual projects that benefit Shoreline residents and businesses rather than into interest payments to financial institutions. There may be exceptions to this policy for extraordinary circumstances, where voted or non-voted long-term debt must be issued to achieve major City goals that otherwise could not be achieved, or would have to wait an unacceptably long time. Issuance of long-term debt must receive City Council authorization.

Staff monitors CIP cash flow regularly and utilizes fund balances to minimize the amount of borrowing required. Funds borrowed for cash flow purposes are limited to short-term obligations. Projected financing costs are included within a project in the administrative program area.

- P. Finance Director's Authority to Borrow: The Finance Director is authorized to initiate interim and long-term borrowing measures, as they become necessary, as identified in the CIP Plan and approved by the City Council.
- Q. CIP Plan Update and Amendment: The CIP Plan will be updated at least annually. The City Council may amend the CIP Plan at any time if a decision must be made and action must be taken before the next CIP review period. All project additions or deletions must be approved by the City Council.
- R. Formalization of Monetary Agreements: All agreements between the City and outside jurisdictions, where resources are exchanged shall be in writing specifying the financial terms of the agreement, the length of the agreement, and the timing of any required payments (i.e., Joint CIP projects where the City is the lead agency, grant funded projects, etc.). Formalization of these agreements will protect the City's interests. Program areas shall make every effort to promptly request any reimbursements that are due the City. Where revenues from outside jurisdictions are ongoing, these requests shall be made at least quarterly, unless alternative arrangements are approved by the City Manager or City Council.
- S. Applicable Project Charges: CIP projects should reflect all costs that can be clearly shown to be necessary and applicable. Staff charges to CIP projects will be limited to time spent actually working on those projects and shall include an overhead factor to cover the applicable portion of that person's operating cost.

VII. DEBT POLICY

The Objectives of the City's Debt Management Policy are:

- A. To limit the use of debt so that debt service payments will be a predictable and manageable part of the operating budget.
- B. To raise capital at the lowest cost, consistent with the need to borrow. This will be accomplished by:
  - 1. Keeping a high credit rating (while making attempts to strengthen credit rating).
  - 2. Maintaining a good reputation in the credit markets by adjusting the capital program for regular entry to the bond market and by managing the biennial budget responsibly.
  - 3. Institute and maintain procedures that ensure full and timely repayment of City obligations.

General Debt Policies

Before issuing any debt, the City will consider the impacts of such debt on the operating budget, the effect on the City's credit rating, the debt capacity remaining under constitutional and statutory limitations, the most cost-effective term, structure, and type of debt, and the impact on taxpayers.

Disclosure statements will be used to keep taxpayers and investors informed of the City's financial position. These include printed copies of:

- A. Annual reports
- B. Operating budget and Capital Facilities Plan
- C. Official Statements

Debt issues will be sold on a competitive basis (except when conditions make a negotiated sale preferable) and awarded to the bidder who produces the lowest true interest cost.

Debt issues may be sold on a negotiated basis if the issue is unusually large or small, the project is complex, the issue is a refunding, flexibility is desired in the structure, the market is volatile, or other conditions make it in the City's best interest to conduct a negotiated sale.

Long Term Debt: Long term debt will be used to maintain and develop the municipal infrastructure when the economic life of a fixed asset exceeds five years.

Revenue bonds will generally be used for projects which are financially self-sustaining.

General Obligation bonds can be used to finance public works projects which benefit the community and where there are sufficient dedicated revenues to amortize the debt.

General Obligation pledges can be used to back self-sustaining projects financed through revenue bonds when costs can be reduced and the municipal credit rating is not put in jeopardy by this action.

The City may rely on a local improvement district program for certain local or neighborhood street improvements.

The City will use interfund borrowing where such borrowing is cost effective to both the borrowing and the lending fund. Such borrowing shall implement Council directed policy in a simplified manner, such as borrowing associated with interim financing for local improvement district projects.

2021-2022 Biennial Amendment (Ord. No. 923) Summary (Attachment B)

Project/Item Fund	Dept / Program	Carryover Details	Amendment Appropriations	Amendment Revenue	Requires Use of Fund Balance
<b>OPERATING BUDGET AMENDMENTS IMPACTING MULTIPLE FUNDS</b>					
<b>Conversion of Appropriations to Purchase Equipment and Trailers</b>			<b>\$8,105</b>	<b>\$8,105</b>	<b>\$0</b>
General Fund	PW / Traffic Services	Conversion of Operating Supplies to Transfer Out to the Equipment Replacement Fund	(\$8,105)		\$0
General Fund	PW / Traffic Services	Transfer Out to the Equipment Replacement Fund	\$8,105		\$0
Equipment Replacement Fund	ASD / Equipment Replacement	Transfer In from Traffic Services		\$8,105	\$0
Equipment Replacement Fund	ASD / Equipment Replacement	Acquisition of a Cargo Trailer	\$5,407		\$0
Equipment Replacement Fund	ASD / Equipment Replacement	Acquisition of Equipment for In-House Pavement Marking	\$2,698		\$0
<b>Wastewater Utility Vehicle/Equipment Replacement Reserves</b>			<b>\$834,005</b>	<b>\$834,005</b>	<b>\$834,005</b>
Wastewater Utility Fund	PW / Wastewater Operations Management	Vehicle/Equipment Replacement Reserves through 2021	\$688,380		\$688,380
Wastewater Utility Fund	PW / Wastewater Operations Management	Annual Vehicle/Equipment Replacement Charge for 2022	\$145,625		\$145,625
Equipment Replacement Fund	ASD / Equipment Replacement	Vehicle/Equipment Replacement Reserves through 2021		\$688,380	\$0
Equipment Replacement Fund	ASD / Equipment Replacement	Annual Vehicle/Equipment Replacement Charge for 2022		\$145,625	\$0
<b>Citywide Janitorial Services</b>			<b>\$28,698</b>	<b>\$392</b>	<b>\$28,306</b>
General Fund	General Fund Admin Key	Transfer Out to Street Fund for Janitorial Service	\$392		\$392
General Fund	ASD / Facilities	Janitorial Service	\$55,894		\$25,674
General Fund	ASD / Parks Operations	Transfer to ASD / Facilities	(\$6,252)		\$0
General Fund	PW / Parks Landscape	Janitorial Service	\$416		\$416
General Fund	RCCS / Spartan Recreation	Transfer to ASD / Facilities	(\$23,968)		\$0
Street Fund	Street Fund Admin Key	Transfer In to Street Fund for Janitorial Service		\$392	\$0
Street Fund	PW / Street Operations	Janitorial Service	\$90		\$0
Street Fund	PW / Street Landscape	Janitorial Service	\$302		\$0
Surface Water Utility Fund	PW / Surface Water Management	Janitorial Service	\$124		\$0
Surface Water Utility Fund	PW / Surface Water (Roads)	Janitorial Service	(\$60)		\$0
Surface Water Utility Fund	PW / Surface Water Landscape	Janitorial Service	(\$64)		\$0
Wastewater Utility Fund	PW / Wastewater Operations Management	Janitorial Service	\$1,824		\$1,824
<b>GENERAL FUND OPERATING BUDGET AMENDMENTS</b>					
<b>SCORE Jail Booking Fee</b>			<b>\$30,000</b>	<b>\$0</b>	<b>\$30,000</b>
General Fund	Criminal Justice / Jail Services	SCORE Jail Booking Fee	\$30,000		\$30,000
<b>PowerDMS for CAPRA Accreditation</b>			<b>\$2,300</b>	<b>\$0</b>	<b>\$2,300</b>
General Fund	RCCS / Administration	PowerDMS for Commission for Accreditation of Park and Recreation Agencies (CAPRA) Accreditation	\$2,300		\$2,300

## 2021-2022 Biennial Amendment (Ord. No. 923) Summary (Attachment B)

Project/Item Fund	Dept / Program	Carryover Details	Amendment Appropriations	Amendment Revenue	Requires Use of Fund Balance
<b>King County Best Starts for Kids Grant</b>			<b>\$192,824</b>	<b>\$192,824</b>	<b>\$0</b>
General Fund	RCCS / Teen & Youth Development Program	KC Best Starts for Youth / Grant for 1/1/2021-12/31/2021		\$112,113	\$0
General Fund	RCCS / Teen & Youth Development Program	KC Best Starts for Youth / Balance of Grant for 1/1/2018-12/31/2020		\$80,711	\$0
General Fund	RCCS / Teen & Youth Development Program	KC Best Starts for Youth / YOLO Extra Help	\$75,231		\$0
General Fund	RCCS / Teen & Youth Development Program	KC Best Starts for Youth / YOLO Supplies	\$5,480		\$0
General Fund	RCCS / Teen & Youth Development Program	KC Best Starts for Youth / Center for Human Services Contract	\$112,113		\$0
<b>GENERAL CAPITAL FUND BUDGET AMENDMENT</b>					
<b>Police Station @ City Hall</b>			<b>\$109,170</b>	<b>\$61,170</b>	<b>\$61,170</b>
General Fund	General Capital / Police Station @ City Hall	General Fund Contribution for Police Station @ City Hall project (2819298) to cover \$13,170 in greater-than-estimated expenses for 2020 and \$48,000 needed in 2021.	\$61,170		\$61,170
General Capital Fund	General Capital / Police Station @ City Hall	General Fund Contribution for Police Station @ City Hall project (2819298) to cover \$13,170 in greater-than-estimated expenses for 2020 and \$48,000 needed in 2021.		\$61,170	\$0
General Capital Fund	General Capital / Police Station @ City Hall	Contamination Issues and Leadership in Energy and Environmental Design (LEED) certification costs.	\$48,000		\$0
<b>WASTEWATER UTILITY FUND BUDGET AMENDMENT</b>					
<b>Assumption of Ronald Wastewater District</b>			<b>\$37,336,942</b>	<b>\$30,685,090</b>	<b>\$7,775,000</b>
Wastewater Utility Fund	Wastewater Fund Admin Key	Contamination Issues and Leadership in Energy and Environmental Design (LEED) certification costs.		\$36,346,350	\$0
Wastewater Utility Fund	Wastewater Fund Admin Key	Reduction of Interlocal Government Revenues budgeted to cover operations approved as part of the 2021-2022 biennial budget.		(\$5,483,542)	\$0
Wastewater Utility Fund	Wastewater Fund Admin Key	Reduction of Interlocal Government Revenues budgeted to cover one-time supplemental requests approved as part of the 2021-2022 biennial budget.		(\$142,718)	\$0
Wastewater Utility Fund	Wastewater Fund Admin Key	Reduction of Interlocal Government Revenues budgeted to cover ongoing supplemental requests approved as part of the 2021-2022 biennial budget.		(\$35,000)	\$0
Wastewater Utility Fund	Wastewater Fund Admin Key	Operating budget upon assumption	\$4,605,700		\$0
Wastewater Utility Fund	ASD / Wastewater Finance Operations	Operating budget upon assumption	\$800,660		\$0
Wastewater Utility Fund	PW / Wastewater Operations Management	Operating budget upon assumption	\$24,155,582		\$0
Wastewater Utility Fund	PW / Wastewater Capital Projects	Capital Project budgets as adopted by Ronald Wastewater District	\$7,775,000		\$7,775,000
<b>TOTAL 2019-2020 CARRYOVER BUDGET AMENDMENT REQUESTS</b>			<b>\$38,542,044</b>	<b>\$31,781,586</b>	<b>\$8,730,781</b>

Impact of Budget Amendment (Ord. No. 923) on Fund Balance (Attachment C)

FUND	2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2022
	Projected Ending	Amended	Amendment	Amended	2021-2022 Current	Amendment	Amended	Ending Fund Balance
	Fund Balance	Revenues /	Revenues /	Revenues /	Expenditures /	Expenditures /	Expenditures /	
	Ord. No. 922	Ord. No. 922	Ord. No. 923	Ord. No. 923	Ord. No. 922	Ord. No. 923	Ord. No. 923	
	(A)	(B)	(C)	(D) = (B) + (C)	(E)	(F)	(G) = (E) + (F)	(H) = (A) + (D) - (G)
<b>OPERATING FUNDS</b>								
General Fund	\$25,891,358	\$89,695,831	\$192,824	\$89,888,655	\$97,469,333	\$312,776	\$97,782,109	\$17,997,904
Shoreline Secure Storage Fund	\$224,920	\$2,259,500	\$0	\$2,259,500	\$2,259,500	\$0	\$2,259,500	\$224,920
Revenue Stabilization Fund	\$5,626,456	\$0	\$0	\$0	\$0	\$0	\$0	\$5,626,456
Street Fund	\$259,904	\$4,159,217	\$392	\$4,159,609	\$4,159,217	\$392	\$4,159,609	\$259,904
Code Abatement Fund	\$428,409	\$60,000	\$0	\$60,000	\$200,000	\$0	\$200,000	\$288,409
State Drug Enforcement Forfeiture Fund	\$88,544	\$36,486	\$0	\$36,486	\$36,486	\$0	\$36,486	\$88,544
Public Arts Fund	\$181,009	\$22,000	\$0	\$22,000	\$161,505	\$0	\$161,505	\$41,504
Federal Drug Enforcement Forfeiture Fund	\$23,048	\$26,000	\$0	\$26,000	\$26,000	\$0	\$26,000	\$23,048
<b>DEBT SERVICE FUNDS</b>								
2006/2016 UTGO Bond Fund	\$0	\$1,135,144	\$0	\$1,135,144	\$1,135,144	\$0	\$1,135,144	\$0
2009/2019 LTGO Bond Fund	\$410,710	\$2,202,688	\$0	\$2,202,688	\$2,202,688	\$0	\$2,202,688	\$410,710
2013 LTGO Bond Fund	\$0	\$516,520	\$0	\$516,520	\$516,520	\$0	\$516,520	\$0
2020 LTGO Bond Fund	\$0	\$25,960,000	\$0	\$25,960,000	\$25,960,000	\$0	\$25,960,000	\$0
Sidewalk LTGO Bond Fund	\$3,833,167	\$4,394,202	\$0	\$4,394,202	\$1,799,100	\$0	\$1,799,100	\$6,428,269
<b>CAPITAL FUNDS</b>								
General Capital Fund	\$9,907,114	\$9,402,852	\$61,170	\$9,464,022	\$17,737,874	\$48,000	\$17,785,874	\$1,585,262
City Facility-Major Maintenance Fund	\$197,081	\$750,392	\$0	\$750,392	\$709,226	\$0	\$709,226	\$238,247
Roads Capital Fund	\$8,986,650	\$54,309,915	\$0	\$54,309,915	\$56,260,953	\$0	\$56,260,953	\$7,035,612
Sidewalk Expansion Fund	\$11,321,491	\$5,731,781	\$0	\$5,731,781	\$5,922,995	\$0	\$5,922,995	\$11,130,277
Transportation Impact Fees Fund	\$5,279,499	\$0	\$0	\$0	\$946,805	\$0	\$946,805	\$4,332,694
Park Impact Fees Fund	\$1,287,908	\$750,000	\$0	\$750,000	\$1,102,561	\$0	\$1,102,561	\$935,347
<b>ENTERPRISE FUNDS</b>								
Surface Water Utility Fund	\$4,497,855	\$33,394,296	\$0	\$33,394,296	\$25,875,682	\$0	\$25,875,682	\$12,016,469
Wastewater Utility Fund	N/A	\$5,673,260	\$30,685,090	\$36,358,350	\$5,682,519	\$38,172,771	\$43,855,290	N/A
<b>INTERNAL SERVICE FUNDS</b>								
Vehicle O&M Fund	\$40,001	\$438,891	\$0	\$438,891	\$485,397	\$0	\$485,397	(\$6,505)
Equipment Replacement Fund	\$5,192,991	\$1,172,631	\$842,110	\$2,014,741	\$676,363	\$8,105	\$684,468	\$6,523,264
Unemployment Fund	\$0	\$35,000	\$0	\$35,000	\$35,000	\$0	\$35,000	\$0
<b>TOTAL</b>	<b>\$83,678,115</b>	<b>\$242,126,606</b>	<b>\$31,781,586</b>	<b>\$273,908,192</b>	<b>\$251,360,868</b>	<b>\$38,542,044</b>	<b>\$289,902,912</b>	<b>\$75,180,335</b>