



AGENDA

STAFF PRESENTATIONS

PUBLIC COMMENT

SHORELINE CITY COUNCIL VIRTUAL/ELECTRONIC REGULAR MEETING

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

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

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

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



[Click here to watch live streaming video of the Meeting on shorelinewa.gov](https://www.shorelinewa.gov)



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



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



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

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



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

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

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. ROLL CALL		
3. 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 September 20, 2021 7a-1
- (b) Approval of Expenses and Payroll as of September 24, 2021 in the Amount of \$3,693,754.13 7b-1
- (c) Adoption of Community Development Block Grant Funding and Contingency Plan for 2022 7c-1
- (d) Authorize the City Manager to Execute an Amendment to the Contract with Herrera Environmental Consultants for the Final Design of the Hidden Lake Dam Removal Project in the Amount of \$336,126 7d-1
- (e) Authorize the City Manager to Amend the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership Cooperative Agreement with Sound Transit and King Conservation District 7e-1
- (f) Authorize the City Manager to Execute Professional Services Agreement with DOWL, LLC in the Amount of \$336,126 for Design of the 5th Avenue NE (NE 165th Street - NE 175th Street) Sidewalk Rehabilitation Project 7f-1
- (g) Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and Seattle City Light to Attach Utilities onto Seattle City Light Utility Poles 7g-1

8. STUDY ITEMS

- (a) Discussion of Ballot Measure for Park Improvements and Park Land Acquisition 8a-1 7:20
- (b) Discussion on Resolution No. 485 - Updating the Council Rules of Procedure 8b-1 7:50

9. ADJOURNMENT

8:20

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

Monday, September 20, 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 Mayor's Day of Concern for the Hungry

Mayor Hall said it is important to remember that there are people in Shoreline who go without some of the basic needs, and hunger needs to be addressed both locally and globally.

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 COVID-19 and reported on various City meetings, projects, and events.

5. COUNCIL REPORTS

Deputy Mayor Scully attended the meeting of the WRIA-8 Salmon Recovery Council and reported on the effects on Coho Salmon from a chemical omitted when car tires degrade and ways to reduce the impact. Mayor Hall commented that using Light Rail is one way to help reduce the chemical emissions from rubber tires.

Councilmember Chang attended a joint meeting of the Regional Transit Committee and the Mobility and Environment Committee, and work was done to update Metro's Strategic Plan, Metro's Service Guidelines, and Metro Connects. She said the documents are being updated to

lead with equity and observed that Shoreline does not have a lot of priority populations as identified by Metro, which may impact future transit service in the City.

6. PUBLIC COMMENT

Jackie Kurle, Shoreline resident, spoke regarding the Enhanced Shelter. She said it is running smoothly and encouraged continued oversight and transparency.

7. CONSENT CALENDAR

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

- (a) Approval of Minutes of Regular Meeting of August 9, 2021

8. STUDY ITEMS

- (a) Discussion of Ordinance No. 938 - Authorizing a One-Year Extension to the Right-of-Way Franchise with Frontier Communications Northwest (dba Ziplly Fiber) to Construct, Maintain, Operate, Replace, and Repair a Cable System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline

Christina Arcidy, Management Analyst, reviewed the franchise review process in Shoreline, and stated that Ziplly requested a second one-year extension of the current franchise due to the recent acquisition. She said staff believes that the extension is in the City's best interest and stated that the only change to the current franchise terms is the 12-month extension. She said there is no fiscal impact to adopting Ordinance No. 938 and displayed information on the current franchise fees and utility taxes being paid by Ziplly to the City.

It was agreed that Ordinance No. 938 would return as a Consent Item.

- (b) Discussion of 2021-2023 City Council Goal 5, Action Step 5 Regarding RADAR, Alternatives to Police Services, and Other Possible Criminal Justice Reforms

Christina Arcidy, Management Analyst, delivered the staff presentation and was joined by Shawn Ledford, Police Chief; and Brooke Buettner, RADAR Program Manager. Ms. Arcidy said this discussion was driven by the adopted City Council Goal 5, Action Step 5, related to public safety reforms which directs staff to maximize the North Sound Radar Program, explore alternative responder models, and address the inequitable treatment of low-income defendants through other criminal justice reforms.

Ms. Buettner gave an overview of the interjurisdictional, 5-city RADAR program, describing the components of the program and sharing examples of the benefits of response plans and mental health professional navigators. She reviewed the program goals, funding resources, and growing program outputs for 2019 and 2020, as well as specific numbers for services provided in

Shoreline. She shared feedback from the community on the positive impact of the navigators and displayed a chart listing demographics on the individuals served to date in 2021.

Ms. Buettner gave an update on the current state of response and outreach for the RADAR program and said next steps include recruiting new navigators, expanding coverage, and prioritizing staffing at high-volume hours. She stated that current coverage is limited due to staffing. She described the emerging field of co-response social work and described the benefits of the approach, but said it is challenging to find people who have the skills to do this type of work. She said achieving RADAR's ultimate goal of direct dispatch to calls will require vehicles and additional Navigator capacity and she added there will also be an associated need for a crisis triage facility in North King County.

Councilmember Robertson expressed support for a crisis triage facility in North King County and praised Shoreline Community College for offering education in co-response social work and spoke to the positive movements happening. She asked for more information on the self-selection process to participate in the RADAR program. Ms. Buettner described the process for participation and noted the positive attitudes Shoreline Officers have about the program.

There was conversation on the qualifications needed to perform the Navigator role. Ms. Buettner said currently the roles are filled by contracted employees and she described the challenges in finding people to do this work on a contract basis, so offering fully funded municipal FTE positions will help with recruitment. She stated that all Navigators are required to be mental health professionals and described the certifications accepted. Councilmember McConnell said she is concerned that there is not a pool of mental health professionals interested in working on a police force and asked why more training is not done with Law Enforcement for the mental health support that could be offered.

Deputy Mayor Scully expressed strong support for the RADAR program. He said he is concerned with how closely it is tied to the police, stating that his preference would be to push towards creating a stand-alone service or move it to the Fire Department. Ms. Buettner shared the benefits to keeping Navigators internal to law enforcement and added that expansion would mean they would be responding independently.

Ms. Arcidy continued with the staff presentation, moving on to an overview of Alternative Responder Models. She described the differences between Crisis and Non-Crisis Response models, reviewing the types of calls for services and preliminary possible alternatives for response for the most frequent categories of calls. In examination of other criminal justice reforms that would address the inequitable treatment of low-income defendants, Ms. Arcidy stated that courts are currently managing a backlog of cases because of COVID-19, so the City's initial considerations are being focused on possible jail alternatives and court communication improvements. She described the action steps that would need to be taken in each of these areas and summarized the next steps toward meeting the City Council Goal 5, Action Step 5, beginning with Council feedback to direct the workplan.

Councilmember Roberts said it seems like the RADAR program is moving toward a hybrid format. Ms. Buettner confirmed that the goal is to have enough Navigator availability so that

they can respond independently of law enforcement, as well as being embedded in joint response with police. It was confirmed that vehicles are the primary equipment need to make the transition and that while a crisis triage facility is a needed resource it would not be managed by RADAR. Councilmember Chang said the hybrid model seems like a good option to her because it would be hard to decide when a call requires law enforcement support. She likes the potential for collaboration between law enforcement and social workers and said it fosters the ability to use force along with compassion.

Councilmember Chang said she looks forward to discussions on how to fully fund the program. When asked the extent of funding needed, Ms. Buettner explained that it would be more than double the current costs, the bulk of which would support employing mental health professionals. She stated that right now all the direct funding is coming from King County, and the participating cities are only contributing in-kind officer and deputy time. Councilmember Roberts recognized this need and expressed his support for moving forward. Mayor Hall, Deputy Mayor Scully, and Councilmember McGlashan expressed interest in budgeting for this expansion of city services in the next budget.

Councilmember McGlashan asked if there is data available to schedule current staffing at the identified priority hours. Ms. Buettner said right now staffing is stretched, so addressing high volume hours for mental health calls is not possible until the program is fully staffed.

In discussion of jail alternatives, Councilmember Roberts expressed support for increased home detention and shared his rationale. Ms. Arcidy said there is work being done to further understand the jail population and identify programs that best fit the individual and Deputy Mayor Scully said the issue of jail alternatives should be a separate report and conversation.

While considering the alternative response models, Councilmember Robertson was struck by the fact that over one third of all service calls fall in the non-crisis response categories. She advocated for moving forward with further study and recognized the impact a service change would have on the Fire Department and asked for their input on this conversation. She added that the adjacent work the City is doing towards outreach and listening sessions with community groups is going in the right direction. Councilmember Chang commented on the non-crisis response table displayed and expressed concern about the categories in which 'no response' was identified as an alternative response. Ms. Arcidy emphasized how preliminary the work is at this point, and said more analysis needs to be done. Deputy Mayor Scully said his expectation is that the level of service will at least, remain the same. He said it is his understanding that Chief Ledford feels that Shoreline Police has an adequate number of FTEs. Mayor Hall echoed Councilmember Chang and Deputy Mayor Scully's comments that the overall goal is to maintain Shoreline as a safe community, looking for better ways to maintain or improve public safety equitably.

Deputy Mayor Scully says he is fine if the next step is expanding RADAR. He said that he has heard all the reasons offered for why it is good to keep mental health with police, but most do not resonate with him, except for the access issue. Separately, he said increased parking enforcement is needed.

When asked for input, Chief Ledford said that when RADAR first started it was difficult to get buy-in from Deputies, but over the years they have come to depend on the program. He said that Police respond to all calls for service, and shared examples of recent incidents, stating that he thinks other agencies may not feel comfortable responding without the support of law enforcement. He emphasized that knowing someone has a mental health issue is helpful in reducing the need for force.

Councilmember McGlashan reflected on the original focus of the RADAR program and asked if preregistering homes or individuals will still happen. Chief Ledford explained that one of the original drivers was to do follow up work on mental health calls to create a circle of support for identified individual needs within the community.

Ms. Arcidy summarized the direction and feedback provided by Council in preparation for the continuing conversation on the topics.

- (c) Discussion of Resolution No. 483 – Requiring Mandatory COVID-19 Vaccinations as a Qualification of Employment or Public Service with the City of Shoreline, as a Qualification for Providing Contracted Services at City Facilities, Authorizing the City Manager to Develop Additional Rules and Parameters for Implementing this Requirement, and Establishing a Deadline of Full Vaccination by December 1, 2021

John Norris, Assistant City Manager, delivered the staff presentation. Mr. Norris reflected that while the Council discussed a COVID-19 vaccination policy for all staff in June, a mandate was not enacted at that time. Since then, the City Manager has informed staff and union partners she is bringing a COVID-19 vaccination requirement to Council for consideration. He shared statistics of the impact of the virus on unvaccinated people and said 78 percent of staff are fully vaccinated. Mr. Norris said since the last discussion there have been local and Federal decisions made around vaccination and explained how the City has responded, drawing attention to the presidential “Path out of the Pandemic” Plan, which would apply to City staff.

Mr. Norris said Resolution No. 483 would direct the City Manager to require proof of full vaccination against COVID-19 by December 1, 2021 for all employees, Councilmembers, Planning Commissioners, Parks, Recreation and Cultural Services Board Members, City Volunteers and contractors/vendors that provide in person services at City Facilities, and include administrative procedures outlining the exemption process. He reviewed the proposed guidelines for compliance and concluded by stating that staff recommends approval of Resolution No. 483. He emphasized that the City Manager and he recognizes the impacts of such a mandate.

There was unanimous Council support for a COVID-19 vaccination requirement.

Councilmember Chang stated an employer-mandated vaccination policy reduces the chance of transmission and makes it safer to be in the workplace. Councilmember Robertson said although she wishes it did not have to be done this way, she is okay to take this step for the sake of health and the greater good.

In discussions related to exemptions, Councilmember Robertson asked how much work approval and tracking will be and said she does not think they should be handed out frivolously. Deputy Mayor Scully confirmed that the exemptions the City would accept are only those allowable by law.

Councilmember McGlashan said as time has passed and numbers have gone up, he has adjusted his perspective, and said he does not want staff members to worry in the workplace. He said it is selfish to not get vaccinated and City employees should be protected.

In discussions related to the criteria for, and tracking of, vaccination status, Councilmember Roberts recommended clarifying the definition of volunteer. He shared examples of instances that may cause confusion and questioned how it would be implemented. Ms. Tarry explained that the criterion for a volunteer is defined to narrow the scope to a manageable level. Councilmember Roberts also questioned who would oversee confirming that all employees of a contractor providing services are vaccinated. It was explained that the provision for Administrative Rules gives staff the ability to handle those details and allows for the flexibility to quickly respond to a changing situation. Mayor Hall and Councilmember Chang expressed support for this approach. Deputy Mayor Scully encouraged staff to come up with a broad set of rules for volunteers, but Councilmember Roberts continued to state that he believes more precision is necessary.

It was agreed that proposed Resolution No. 483 would return as an Action Item.

9. EXECUTIVE SESSION: Property Acquisition – RCW 42.30.110(1)(b)

At 9:00 p.m., Mayor Hall recessed into an Executive Session for a period of 20 minutes as authorized by RCW 42.30.110(1)(b) to consider the selection of a site or the acquisition of real estate by lease or purchase and stated that the Council is not expected to take final action following the Executive Session. Staff attending the Executive Session included Debbie Tarry, City Manager; John Norris, Assistant City Manager; Margaret King, City Attorney; and Nathan Daum, Economic Development Manager.

Mayor Hall left the meeting at 9:02 p.m.

The Executive Session ended at 9:09 p.m.

10. ADJOURNMENT

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

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of September 24, 2021
DEPARTMENT:	Administrative Services
PRESENTED BY:	Sara S. Lane, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$3,693,754.13 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
8/22/21-9/4/21	9/10/2021	98742-98942	17602-17611	83448-83451	\$581,652.28
8/22/21-9/4/21	9/10/2021			WT1208-WT1209	\$104,402.35
					<u>\$686,054.63</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
9/24/2021	1210	\$20,314.17
		<u>\$20,314.17</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
9/15/2021	83395	83413	\$68,615.06
9/15/2021	83414	83430	\$1,196,025.96
9/15/2021	83431	83447	\$245,067.32

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
9/22/2021	83452	83452	\$1,047.85
9/22/2021	83453	83453	\$47,676.83
9/22/2021	83454	83460	\$14,951.69
9/22/2021	83461	83464	\$743,228.94
9/22/2021	83465	83482	\$124,694.53
9/22/2021	83483	83502	\$346,109.56
9/22/2021	83503	83521	\$199,967.59
			<u>\$2,987,385.33</u>

Approved By: City Manager **DT**

City Attorney **MK**

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adopting the Community Development Block Grant Funding and Contingency Plan for 2022
DEPARTMENT:	Recreation, Cultural and Community Services
PRESENTED BY:	Bethany Wolbrecht-Dunn, Community Services Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City adopts a Human Services Funding Plan biennially. The 2021–2022 Human Services Funding Plan allocates both General Fund and federal Community Development Block Grant (CDBG) funds to 11 human service agencies to deliver services through 24 separate programs to Shoreline residents, as well as provide for capital projects that support projects for low- and moderate-income persons. While the City adopts a two-year spending plan for human services funding, it must take public comment and confirm decisions about the use of CDBG funds annually.

For 2022, the City Manager recommends use of CDBG funds to support continued operation of the Interlocal Agreement with King County for administration of our grants, continued support to the Minor Home Repair Program and to hold the remainder in contingency.

On September 27, 2021, the City Council held a public hearing and reviewed the recommendation for the use of 2022 CDBG funds. The Council was supportive of the recommendation and directed that this item be brought forward for adoption at tonight’s Council meeting.

FINANCIAL IMPACT:

The 2022 CDBG Funding and Contingency Plan anticipates that the City of Shoreline will be eligible to receive \$323,558 in CDBG funds in 2022. The proposed funding plan would allocate all CDBG funds. The City’s 2022-2023 Budget anticipates the allocation of CDBG funds, so no budget amendment is needed.

RECOMMENDATION

Staff recommends that the City Council move to adopt the Community Development Block Grant Funding and Contingency Plan for 2020 as listed in Attachment A and authorize the City Manager to execute contracts and/or amendments with King County and Sound Generations to implement the funded projects.

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

BACKGROUND

The City financially supports human services delivery by non-profit agencies using General Fund and federal Community Development Block Grant (CDBG) funds. Each year, the Council must hold a public hearing on the proposed use of CDBG funds and act to adopt an allocation plan. CDBG funding is proposed to be used for housing repair and capital projects as well as for planning and administration. This is outlined in the 2022 CDBG Funding and Contingency Plan (Attachment A).

Biannual Human Services Funding Plan

The City develops a Human Services Funding Plan biennially to specify how it will allocate funds to address residents' human service needs. The current plan, adopted in 2020, funds 24 separate programs serving an estimated 3,000 Shoreline residents annually. See Attachment B for a list of agencies and the amounts of funding allocated to each agency in 2021 and projected for 2022.

While the City develops a two-year plan for human service allocations, a separate action is required to adopt the CDBG allocation plan each year. Federal regulations require that the City Council hold an annual public hearing before adopting the annual CDBG allocation plan.

CDBG Program

The Federal CDBG Program is one of the most enduring programs providing federal support to local jurisdictions. It was created under Title I of the Housing and Community Development Act of 1974. 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. CDBG funds can serve households with incomes up to 80% of the King County median income (\$90,500 for a four-person household). CDBG funds can be used for the following activities: acquisition and rehabilitation of housing for low-income and special needs populations; housing repair for homeowners and renters; acquisition and rehabilitation of community facilities; public infrastructure improvements; delivery of human services; historic preservation; planning; CDBG program administration; and economic development.

The City has an Interlocal Agreement with King County for the administration and management of the City's CDBG grant. This agreement calls for the City's annual CDBG Plan to allocate 48% of the available revenues to local projects. The balance of the CDBG funds are allocated to the delivery of regional programs which serve Shoreline residents, and to program planning and administration of the grant funding. Regional programs include a homeless prevention program (5%) and the King County Major Home Repair program (25%). Planning and administrative costs are agreed to be 10% for the City and 12% for the County.

On September 27, 2021, the City Council held the required public hearing and reviewed the Funding and Contingency Plan recommendation (Attachment A) for the use of 2022 CDBG funds. The staff report for this Council discussion can be found at the following link: [Public Hearing and Discussing the 2022 Community Development Block Grant Funding Plan](#).

DISCUSSION

The total amount of new CDBG funding that is available to the City of Shoreline in 2022 is projected to be \$323,558. The CDBG Interlocal Agreement between King County and the City of Shoreline specifies the percentages of funding for regional projects. The City's 2022 CDBG Funding and Contingency Plan (Attachment A) specifies how the full amount of CDBG revenue is allocated.

2022 Capital Funding Recommendation

Sound Generations - Minor Home Repair: \$98,000

This program fills the gap between the major home repair program - targeted to larger planned projects - and emergency repairs and small electrical, carpentry and plumbing repairs needed by homeowners on a frequent basis to keep their homes safe and in good repair. In 2020, the program completed 84 repairs at 30 different residences.

The Minor Home Repair program is targeted to income eligible residents and most are older adults and are in households with "very-low" incomes. Home owners pay \$10.00 per hour for the service, plus the cost of materials. The grant pays for personnel costs relating to the program. Given the age of Shoreline's housing stock, the high number of older adults aging in place, and the number of low and moderate income home owners, this program is in high demand. The program is contracted to Sound Generations and there is no other non-City funding source for this program.

Project Contingency - \$57,307

These funds will be held in contingency until an eligible project is available. Shoreline City Council approval of any project is required.

Local Delivery of Regional Programs

Shoreline's Interlocal Agreement with King County allocates City CDBG funds to two regional programs that serve Shoreline residents. The amount of funding to each program is set by formula in the Interlocal Agreement. The total funding for these regional programs is \$97,068.

The Housing Stability Project: \$16,178

A key strategy towards preventing homelessness involves keeping families in their current housing. The Housing Stability Program makes one-time loans and/or grants to homeowners and tenants in danger of eviction or foreclosure because of short-term financial difficulties. It also provides loans or grants to homeless families and individuals who need assistance moving to permanent housing, and limited assistance for other types of moves. Support for this program is set at 5% of all Consortium Cities' CDBG funding.

Major Home Repair: \$80,890

The King County Housing Repair Program administers the Major Home Repair program on Shoreline's behalf. The allocation to this program for each city is set in the Interlocal Agreement at 25% of the city's total CDBG amount. Shoreline has made this service available to its residents since it first chose to participate in the CDBG Consortium. This

program provides emergency grants and interest free loans to income eligible homeowners. Loans are recouped as revenue to the program when a home sells; hence the amount available to disperse varies from year to year.

ALTERNATIVES ANALYZED

After holding a public hearing on the use of CDBG funds, the City Council has two alternatives to consider for approval at the October 11, 2021, Council meeting:

1. Council could approve the proposed use of CDBG funds in 2022 as recommended and authorize the City Manager to take the actions necessary to implement these spending objectives. (Recommended)
2. Council could make changes to the recommended spending plan in response to public testimony or to reflect a change in Council policy objectives.

FINANCIAL IMPACT

The 2022 CDBG Funding and Contingency Plan anticipates that the City of Shoreline will be eligible to receive \$323,558 in CDBG funds in 2022. The proposed funding plan would allocate all CDBG funds.

RECOMMENDATION

Staff recommends that the City Council move to adopt the Community Development Block Grant Funding and Contingency Plan for 2020 as listed in Attachment A and authorize the City Manager to execute contracts and/or amendments with King County and Sound Generations to implement the funded projects.

ATTACHMENTS

Attachment A: 2022 CDBG Funding and Contingency Plan

Attachment B: 2021-2022 Human Services Allocation Plan

2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AND CONTINGENCY PLAN

Since the Community Development Block Grant (CDBG) funds for 2022 are an estimate from the federal government, Shoreline must adopt both a funding and a contingency plan to deal with possible variations in the amount available. Plans must be made in case the amount available increases or decreases by up to 10% of the amount currently estimated. In addition, if an applicant later declines funds, the adoption of a contingency plan of action will expedite the process of reallocation.

2022 Estimated CDBG Funding Totals by Source	Amount
Share of 2020 Entitlement Grant Allocation	\$323,558
Program Income*	\$0
Total CDBG Revenue	\$323,558
2022 Estimated CDBG Funding Plan Allocation	
Amount	
Local Allocation - 48%	
Sound Generations – Minor Home Repair	\$98,000
Capital Contingency	\$57,307
CDBG Capital Project Funding	\$155,307
Regional Allocation and Program Administration - 52%	
King County Housing Stability Program (5%)	\$16,178
King County Major Home Repair Program (25%)**	\$80,890
CDBG Regional Program Funding	\$97,068
King County Administration and Planning (10%)**	\$32,356
King County Capital Set Aside (2%)	\$6,471
City of Shoreline Administration and Planning (10%)**	\$32,356
CDBG Administration and Planning Funding	\$71,183
Regional Allocation and Program Administration	\$168,251
Total CDBG Allocations	\$323,558

*Fluctuates depending on loan repayments each year

**Percentage set in the Inter-local Agreement

2022 CDBG Contingency Plan

Shoreline must adopt a contingency plan if the amount of federal funds available increases or decreases by up to 10% of the estimate. In addition, if an applicant later declines funds, the adoption of a contingency plan will expedite the process of reallocation.

1. If additional funding becomes available:
 - a. **Capital Projects**
If additional CDBG Capital funds become available in 2022, any additional revenue will be allocated to the Sound Generations Minor Home Repair Program.
 - b. **Planning & Administration**
If additional CDBG Planning and Administration funds become available in 2022, the City will use these funds for planning and administration purposes.

2. If funding reductions are necessary:
 - a. **Capital Projects.**
In the event CDBG Capital funds are reduced in 2022, the Project Contingency amount will be reduced accordingly.
 - b. **Planning & Administration**
In the event CDBG Planning and Administration funds are reduced in 2022, the City will reduce the amount of revenue allocated to planning and administration purposes.

Agency Name	Program Name	2021 Request	2020 Funded	2021 Proposed	2022 Proposed	Two Year Totals
Crisis Clinic	Crisis Line	\$ 10,000	\$ 7,500	\$ 8,000	\$ 8,000	\$ 16,000
Crisis Clinic	King County 2-1-1	\$ 12,500	\$ 12,000	\$ 12,500	\$ 12,500	\$ 25,000
Hopelink	Employment	\$ 42,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000
Hopelink	Family Development	\$ 25,200	\$ 11,000	\$ 11,000	\$ 11,000	\$ 22,000
Hopelink	Family Housing	\$ 25,750	\$ 25,000	\$ 25,750	\$ 25,750	\$ 51,500
Hopelink	Adult Education	\$ 21,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 12,000
Hopelink	Financial Assistance	\$ 92,628	\$ 27,000	\$ 27,000	\$ 27,000	\$ 54,000
Hopelink	Emergency Food	\$ 86,730	\$ 48,000	\$ 59,000	\$ 59,000	\$ 118,000
Lake City Partners	Winter Shelter	\$ 20,000	\$ 15,000	\$ 18,612	\$ 18,612	\$ 37,224
Lake City Partners	Housing Program Outreach	\$ 25,000	\$ 11,000	\$ 25,000	\$ 25,000	\$ 50,000
Mary's Place	A Place to Call Home	\$ 10,000	\$ -	\$ 5,000	\$ 5,000	\$ 10,000
Harborview Medical Center	Center for Sexual Assault & Traumatic Stress	\$ 5,150	\$ 5,000	\$ 5,150	\$ 5,150	\$ 10,300
King County Sexual Assault Resource Center	King County Sexual Assault Resource Center	\$ 8,320	\$ 8,000	\$ 8,320	\$ 8,320	\$ 16,640
Center for Human Services	Behavioral Health	\$ 130,800	\$ 109,000	\$ 109,000	\$ 109,000	\$ 218,000
Center for Human Services	Family Support Programs	\$ 68,500	\$ 80,000	\$ 80,000	\$ 80,000	\$ 160,000
Child Care Resources	Information & Referral	\$ 8,084	\$ 5,000	\$ 5,000	\$ 5,000	\$ 10,000
Wonderland Child & Family Services	The Next Level	\$ 7,250	\$ 6,000	\$ 7,250	\$ 7,250	\$ 14,500
Sound Generations	Community Dining	\$ 10,000	\$ 6,500	\$ 7,500	\$ 7,500	\$ 15,000
Sound Generations	Meals on Wheels	\$ 5,991	\$ 5,000	\$ 6,000	\$ 6,000	\$ 12,000
Sound Generations	Volunteer Transportation	\$ 8,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 8,000
Totals for Competitive Allocation		\$ 622,903	\$ 401,000	\$ 440,082	\$ 440,082	\$ 880,164

Other Programs Supports/Fund Source		2020 Funded	2021 Proposed	2022 Proposed	Two Year Totals
Hopelink/City Utility Revenue (GF)	Utility Assistance	\$ 25,000	\$ 25,000	\$ 25,000	\$ 50,000
Hopelink/Substitute House Bill 1406	Affordable and Supportive Housing	\$ 81,700	\$ 85,929	\$ 85,929	\$ 171,858
CHS/State Shared Revenue*	Behavioral Health/Substance Abuse	\$ 14,850	\$ 15,453	\$ 15,514	\$ 30,967
New Beginnings/State Shared Revenue**	Domestic Violence Services	\$ 26,605	\$ 26,605	\$ 26,605	\$ 53,210
Total for Other Programs		\$ 148,155	\$ 152,987	\$ 153,048	\$ 306,035

TOTALS FOR ALL PROGRAMS

\$ 549,155 \$ 593,069 \$ 593,130 \$ 1,186,199

Priority Areas	Proposed 2021	Proposed 2022
Basic Needs	\$ 318,791	\$ 318,791
Counseling/Behavioral Health	\$ 164,528	\$ 164,589
Children/Youth	\$ 92,250	\$ 92,250
Older Adults	\$ 17,500	\$ 17,500
	\$ 593,069	\$ 593,130

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Amendment to the Contract with Herrera Environmental Consultants for the Final Design of the Hidden Lake Dam Removal Project in the Amount of \$176,191
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On June 4, 2018, Council authorized a contract with Herrera Environmental Consultants, Inc. (Herrera) to complete the design of the Hidden Lake Dam Removal Project. The scope of the project grew to include trail and park user enhancements and private property easement acquisitions which required an amendment to the contract, which was authorized by Council on June 24, 2019.

Since then, the project has proceeded to the final design phase. This second amendment to the Herrera contract is necessary to provide professional services to finalize the design of both phases of the project (Dam Removal and Culvert Replacement), support bidding and construction of Phase 1 (Dam Removal) and provide post-construction monitoring through the end of 2023. Amendment 2 will also extend the contract through the end of 2023 as needed to support the current project schedule.

RESOURCE/FINANCIAL IMPACT:

Amendment 2 to the Herrera contract will increase the contract amount by \$176,191, which brings the new contract total to \$1,048,272. This amendment will be partially funded by a King County Flood Control Grant and revenue is available in the Surface Water Utility fund to cover the remainder of the costs.

The additional two grants partially funding this project are specially for Phase 1 (Dam Removal) construction and design of tasks not included in this Amendment.

Below is a breakdown of funding for the Hidden Lake Dam Removal project:

EXPENDITURES

Herrera Original Contract + Amendment 1	\$872,081
Amendment 2	\$176,191
Right-of-Way Acquisition	\$444,050
City Administration	\$150,000
Construction	\$6,900,000
<hr/>	
Total Cost	\$8,542,322

REVENUE

Land and Water Conservation Funding (RCO)	\$447,975
King County Flood Control District Flood Reduction Grant	\$300,000
King County WaterWorks Grant	\$ 50,000
Surface Water Capital Fund	\$7,744,347
<hr/>	
Total Revenue	\$8,542,322

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an amendment with Herrera Environmental Consultants for the final design, construction administration assistance, and post-construction monitoring of the Hidden Lake Dam Removal Project (Phase 1) in the amount of \$176,191.

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

BACKGROUND

Hidden Lake is an artificially created pond located east of the intersection of NW Innis Arden Way and 10th Avenue NW, partially within Shoreview Park. The current dam and lake were constructed in 1995 by King County. Since the dam's construction, sediment has been deposited in the lake at a much higher rate than expected requiring the City's Surface Water Utility to remove large volumes of sediment to maintain the lake as an open water feature. This came at a large expense to the utility and on September 8, 2014, [the City Council authorized staff to cease dredging the lake](#) and begin a phased approach to remove Hidden Lake Dam and reestablish Boeing Creek through the existing lake bed.

[The City Council authorized Herrera to complete an alternative analysis](#) on May 23, 2016 to investigate additional downstream alternatives. Staff recommended that a second phase of the project be added to replace the existing culverts below NW Innis Arden Way to remove the fish passage obstruction and improve flood conditions in the area. Herrera also completed additional [project pre-design efforts, authorized by City Council](#) on October 2, 2017.

The [original design contract with Herrera was authorized by the City Council](#) on June 4, 2018. The scope of the original contract included engineering design and permitting services for both phases of the Hidden Lake Dam Removal project. The [first amendment, authorized by the City Council on June 24, 2019](#), increased the contract scope to include the more complex culvert design, private property acquisition services, and design for trail and park user enhancements that were added as a result of obtaining a grant from the Recreation and Conservation Office (RCO)'s Land and Water Conservation Funding (LWCF).

The project is currently in the design phase with 100% design for both phases expected before the end of 2021. Construction of Phase 1 (Dam Removal) is scheduled for summer 2022.

DISCUSSION

This contract amendment will extend the scope for tasks not included in the original scope and Amendment 1. This amendment will increase the scope to include assistance in bidding and construction efforts as well as the post-construction monitoring of the proposed engineered stream structures for Phase 1 of this project. This amendment will also include additional scope for finalizing both phases of design and work beyond the original scope for permitting, geotechnical analysis, and property acquisition. The scope of work is included as Attachment A.

Additionally, Herrera's contract has an end date of December 31, 2021. Amendment 2 will extend the contract by two years, with a new end date of December 31, 2023, as needed to support construction of Phase 1 improvements and provide one year of post-construction monitoring.

ALTERNATIVES ANALYSIS

The alternative to authorizing this contract amendment is to take no action. The no action alternative would leave City staff poorly equipped to obtain all necessary permits and final design for the project. This would put the project at a serious risk of not being completed.

COUNCIL GOAL(S) ADDRESSED

Progress on the Hidden Lake Dam Removal Project helps to implement City Council Goal 2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment.

RESOURCE/FINANCIAL IMPACT

Amendment 2 will increase the contract amount by \$176,191, which brings the new contract total to \$1,048,272. This amendment will be partially funded by a King County Flood Control Grant and revenue is available in the Surface Water Utility fund to cover the remainder of the costs.

The additional two grants partially funding this project are specially for Phase 1 (Dam Removal) construction and design of tasks not included in this Amendment.

Below is a breakdown of funding for the Hidden Lake Dam Removal project:

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Surface Water Capital Fund	\$7,744,347
<hr/> Total Revenue	<hr/> \$8,542,322

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an amendment with Herrera Environmental Consultants for the final design, construction administration assistance, and post-construction monitoring of the Hidden Lake Dam Removal Project (Phase 1) in the amount of \$176,191.

ATTACHMENTS

Attachment A: Herrera Environmental Consultants Hidden Lake Dam Removal Project
Scope of Work (Amendment #2)

ATTACHMENT A
CONTRACT 8961.02 AMENDMENT 2
SCOPE OF WORK
HIDDEN LAKE DAM REMOVAL PROJECT FINAL DESIGN AND PERMITTING

The City of Shoreline (City) plans to remove an existing dam impounding Boeing Creek at Hidden Lake on the western edge of Shoreview Park, restore a free-flowing stream through the lake area, and replace the existing Boeing Creek culverts beneath NW Innis Arden Way, immediately downstream of the dam site, with a wider culvert. Herrera Environmental Consultants (Herrera) is leading a team of firms in assisting the City with final design, permitting, and related tasks for the project. This scope of work describes the activities, assumptions, and deliverables associated with additional work that was not included in the original contract or in contract Amendment 1, that the Herrera team will perform under the following tasks:

- Task 1 - Geotechnical Analysis
- Task 10 – Environmental Permits
- Task 12 - Final Design for Culvert Replacement
- Task 14 - Project Management
- Task 16 – Property Easement Support Services Allowance
- Task 17 – Construction Support Services
- Task 18 - Geotechnical Services During Construction
- Task 19 – Year 1 Post-Construction Monitoring for Dam Removal and Stream Restoration

Herrera will lead and coordinate the work of all tasks, with subconsultants serving in the following roles for this amended scope of work: HWA GeoSciences (HWA) – geological and geotechnical investigations and analysis; Jacobs – culvert structure and retaining walls, roadway improvements, and traffic control design; RES Group NW – easement documents and negotiations; Pacific Geomatic Services – land survey and mapping support for easements. QA/QC review work by the team is incorporated in each task as applicable, and budgeted accordingly.

Task 1. Geotechnical Analysis

Task 1C. Geotechnical Support Services for Environmental Critical Areas Assessment

Comments from the City’s Planning and Community Development (PCD) Department required additional analysis and documentation by HWA to enable Site Development Permit review for the dam removal phase of the project. In addition, HWA will need to respond to comments from a third-party reviewer. The work to address those comments requires issuing another version of the geotechnical report.

Deliverables:

- Third-party review will require one round of response to comments.
- Revisions to draft Geotechnical Report to fully address all PCD comments – PDF file of clean, updated report.
- Response letter to third-party review comments.

- Revisions to draft Geotechnical Report to incorporate responses to all third-party review comments – PDF file of clean, updated report.

Task 1D. Geotechnical Support Services for Final Design

As a result of needing to do more work in Task 1C, the budget for completion of geotechnical analysis support for both phases of construction needs a supplement. HWA will provide geotechnical support to the design team as needed during final design development (see Tasks 11 and 12 for details of that development work), including but not limited to:

- Review and comment on design plans, draft special provisions, and cost estimate unit prices as requested
- Provide input for structural engineering design to address responses to PCD Comments.

Deliverables:

- Comments on draft special provisions in the form of tracked edits in Microsoft Word electronic files.
- Comments on construction items and unit prices via email or in Microsoft Excel electronic files
- Comments on construction drawings as “redlines” in Adobe .pdf file format

Task 10. Environmental Permits

Task 10A. Critical Areas Report and Mitigation Plan

PCD reviewers had additional comments on this report after it was thought to be finalized by the project team. Herrera addressed all of the PCD comments in producing a revised final version of the report to use in Site Development Permit applications for each phase of planned construction. Additionally, changes in the planned area of site clearing and planting on the south side of NW Innis Arden Way for culvert replacement construction resulted from easement negotiations with those owners, requiring changes in the description of project impacts on critical areas and the required mitigation for the revised impact analysis.

Deliverables:

- Final Critical Areas Report and Mitigation Plan (Microsoft Word and Adobe PDF electronic file formats)

Task 10C. Permit Applications and Support

As the timeline for completing acquisition of all required project permits and regulatory approvals is extending beyond when the original contract for this task envisioned, the work required to assist the City in obtaining permits and approvals has increased. This amendment replenishes budget in this task to support the ongoing permitting work.

Deliverables:

- Responses to questions and comments from the City’s Planning and Community Development Department, tribes, and state and federal agencies.

Task 12. Final Design for Culvert Replacement

Changes and additions in the design of this part of the project are needed to accommodate requests of individual property owners on the south side of NW Innis Arden Way as part of easement negotiations. These changes include fencing on private properties, adjustments to the area of clearing and thereafter

planting on private properties, and addition of large quarry rock to buttress the slope below a private yard on the west side of the creek. Completion of other task work to date required additional budget beyond what was authorized, which led to moving some of the budget out of this task into other tasks. This amendment replenishes budget in this task to support completion of design for construction advertisement.

Deliverables:

- The design drawings, specifications, and construction cost estimate input to be produced for the project will be adjusted to reflect changes in the design on private properties. Additional drawing sheet details.

Task 14. Project Management

Herrera’s level of effort to manage the project team expands commensurate with the added work in the tasks described above. Additionally, the amended contract scope of work has an end date of December 31, 2021. The extent of project management by the Herrera team increases as a result of several of the tasks described in this Amendment 2 scope of work, which will be completed in 2022 and 2023.

Assumptions:

- The first phase of construction (dam removal, stream restoration, and trail improvements) will be completed in 2022.
- The deliverables in this task will be comparable to the deliverables outlined in the original contract, commensurate with the extended period of time to complete the work of this task. One exception is the frequency of project management coordination meetings. The scope of this task in the original contract includes biweekly project management check-in meetings with the City’s project manager, and Amendment 1 assumed those meetings would continue through early 2021. Biweekly check-in meetings will no longer be necessary by the end of March 2022.

Deliverables:

- Notes from project management meetings to guide ongoing work and document key decisions
- Detailed project schedule updates
- Monthly invoices and progress reports

Task 16. Property Easement Support Services Allowance

Task 16A. Property Easement Acquisition Support

The work to complete all easement negotiations and associated documentation required a greater effort from RES Group NW (RESGNW) and Herrera than was budgeted, due mainly to prolonged negotiations with iterative easement documentation for several of the parcels involved. This amendment backfills the budget expended to complete all of the easement acquisition work so that a deficit in this task does not undercut budget needed to complete other tasks.

Deliverables:

- No changes to deliverables defined in contract Amendment 1, except for additional iterations of draft easement documentation and calculated compensation for individual property owners before finalizing and recording all easement documents.

Task 16B. Property Boundary Surveys and Easement Descriptions

Pacific Geomatic Services (PGS) needed to prepare several updates to easement exhibits showing spatial areas of temporary and permanent easements as a result of alterations in the project design to address property owner concerns and requests. This work exceeded the budget that was in place for PGS' assistance in this task, and Herrera did not have budget in this task but needed to assist in several ways as the easement documents were prepared. This amendment backfills the budget expended to complete all of the easement acquisition work so that a deficit in this task does not undercut budget need to complete other tasks.

Deliverables:

- Revisions to easement legal descriptions and exhibit maps for several parcels.

Task 17. Construction Support Services

The Herrera team will provide a variety of support services for the first phase of project construction. These services include but may not be limited to the following:

- Assist in preparing addenda to the bid documents if necessary.
- Responses to bidder questions.
- Support the City's construction management team with reviewing and commenting on contractor submittals required in the bid documents.
- Support the City's construction management team with review of contractor requests for information (RFIs) associated with the design plans and specifications.
- Prepare design changes to selected drawings if a need arises due to conditions encountered onsite during construction that are not consistent with the design plans.
- Perform site inspections at key times during construction, when requested by the City. For each day of inspection work performed, prepare a daily construction inspection report documenting observations, supporting photos, and recommendations for ongoing work.
- Review, finalize, and stamp construction Record Drawings.

Assumptions:

- Construction of the dam removal and stream restoration work will occur in summer/fall 2022.
- Construction of the culvert replacement work will occur in summer/fall 2024, for which this scope of work does not include any support services.
- City staff and/or a consultant(s) under separate contract will lead all aspects of construction management and administering the construction contract, inclusive of daily onsite inspections and filling the role of the onsite engineer through the duration of construction.
- The City will consolidate Record Drawing redlines for consistency prior to providing them to the Consultant for final, cleaned-up production.
- The Consultant will provide up to 80 labor hours of onsite inspection work for dam removal and stream restoration construction, not including travel time from offices in Seattle.

Deliverables:

- Written responses to RFIs and submittal reviews as requested by the City – electronic files in formats to be established by the City
- Daily inspection reports for days on which consultant team staff are onsite performing inspections – electronic file format to be established by the City

- Record Drawings – electronic files in AutoCAD and .pdf file formats

Task 18. Geotechnical Services During Construction

Construction for the dam removal will be performed within areas that classify as Moderate to High Risk Landslide Hazard Areas and Very High Risk Landslide Hazard Areas and their buffers. Suitability of the conclusions and recommendations provided in HWA's Geotechnical Report completed to meet the requirements SMC 20.80.224(F) for alterations in a Very High Risk Landslide Hazard Area is dependent on sufficient monitoring and testing during construction by HWA to confirm the conditions encountered are consistent with those indicated by the explorations, that the geotechnical aspects of construction comply with the contract plans and specifications, and to provide recommendations for design modifications should conditions revealed during construction differ from those anticipated. Specific geotechnical support services and on-site geotechnical inspections for monitoring the construction are listed below. Note that HWA cannot provide confirmation of, or acceptance for, elements that were not observed during their installation.

- Assist consultant team with responses to bidders' questions, and preparing addenda to design documents as needed for geotechnical aspects of the project.
- Review and comment on submittals related to geotechnical aspects of the project, including proposed sources for imported aggregate and geotextile materials, temporary excavation and shoring plans, soldier pile drilling and installation plans, dewatering plans, and Diamond Pier boardwalk foundation submittals.
- Review contractor requests for information (RFIs) associated with the design plans and specifications as requested by the City.
- Provide consultation during construction. This may include site visits (up to 2) for items such as temporary sloping, shoring, and potential impacts to adjacent slopes.
- Provide full-time observation of the excavation and emplacement of 8 piles to be installed for the soldier pile wall north of the culvert in the first phase of construction. It is anticipated this will take about 5 working days at 10 hours each day.
- Conduct up to three half-day site visits at up to 6 hours each to observe if exposed slope materials within the stream channel excavation are consistent with the soil conditions observed in the geotechnical borings and will provide adequate slope stability for the interim condition between dam removal construction completion and the start of culvert replacement construction.
- Conduct monitoring of Diamond Pier pin-piles installation for the trail boardwalk to confirm adequate bearing capacity for the Diamond Pier foundations. It is anticipated this will take up to 20 hours of work, concentrated at the beginning of pin-pile installation work (2 days onsite assisting the City's primary inspector) and a few hours of follow-up site visit time if different subsurface conditions are encountered during completion of pile installation for the total length of boardwalk.
- Provide QA of contractor submittal responses, field reports, and coordination with design team and City personnel for site visits, submittals, and construction meetings.

Assumptions:

- Site visits will be coordinated by City personnel, and should provide at least 24 hours advance notice.
- Number and length of site visits are estimated based on assumed rates of progress by the Contractor. The actual time spent performing construction inspections will depend on the

Contractor's choice of equipment, the conditions encountered, the weather, and other factors beyond HWA's control.

- A final inspection letter for submittal to the City will not be needed until completion of the second phase of project construction in 2024.

Deliverables:

- Written responses to RFIs and submittal reviews – electronic files in formats to be established by the City
- Daily inspection reports for days on which HWA staff are onsite performing inspections

Task 19. Year 1 Post-Construction Monitoring for Dam Removal and Stream Restoration

Herrera will conduct monitoring of the constructed project elements in the dam removal phase of construction to satisfy anticipated permit requirements for mitigation monitoring, and also to confirm that the stream channel is functioning as intended. Herrera will prepare a brief monitoring report that addresses permit requirements for the report contents, and submit a draft for City review before finalizing it for submittal to applicable regulatory agencies.

Assumptions:

- This monitoring will occur in 2023, and the reporting prepared to document it will be completed before the end of 2023 to coincide with completion of all other tasks described in this scope of work.
- The City will oversee all maintenance occurring at the site for Year 1 and report to Herrera when maintenance is occurring so that monitoring can be timed appropriately.
- Up to two days of site visits will be conducted by a biologist and two engineers to set up monitoring transects/plots, survey points, collect monitoring data and photographs.
- Comparable monitoring reports prepared by Herrera for other projects in recent years will form a basis for agreeing with the City on the outline structure and format for the report before the draft is written.

Deliverables:

- Monitoring site visits
- Year 1 monitoring report – draft and final

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Amend the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership Cooperative Agreement with Sound Transit and King Conservation District
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Juniper Nammi, Light Rail Project Manger
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The Sound Transit Lynnwood Link Extension (LLE) light rail guideway and associated structures are being built through Mixed Use Residential (MUR) and Residential-6 dwelling units per acre (R-6) zones along the east side of Interstate 5. The Shoreline Development Code requires landscape screening buffers between non-residential development or public facilities and adjacent residential uses and zones.

Due to constraints caused by 1) light rail safety standards prohibiting large trees within 35 feet of the guideway, 2) Washington State Department of Transportation (WSDOT) land ownership for segments of the project, and 3) limited private property acquisition for the project, Sound Transit is unable to meet the landscape screening buffer widths in several locations along the light rail guideway. Thus, Sound Transit requested and received conditional approval of a code modification to the landscape buffer standards through the Special Use Permit (SUP) File No. SPL18-0140 for the project.

To meet the SUP condition to provide alternate landscape plantings within the impacted neighborhoods in Shoreline (Ridgecrest, North City, and Ballinger), in 2019 Sound Transit and the City entered into a partnership agreement with King Conservation District (KCD) to develop and carry out a program to offer trees and understory vegetation to be planted on private property or in the adjacent City right-of-way within the neighborhoods where views are impacted by the LLE Project.

Due to delays caused by the COVID-19 restrictions and restructuring at KCD, the original agreement needs to be amended to reflect slight modifications in the scope of work, the term of the agreement, and agency contact information. Tonight, Council is being requested to authorize the City Manager to amend this agreement with Sound Transit and KCD.

RESOURCE/FINANCIAL IMPACT:

Sound Transit will directly fund this work up to a maximum of \$250,952. King Conservation District may elect to provide additional funds up to \$24,000 to further advance KCD's programmatic goals associated with this project. The potential KCD funds would not be from the collected tax funds that are specifically allocated to the City of Shoreline and would not impact the KCD funds available for other City projects. Most of the City staff time for managing this agreement is reimbursable by Sound Transit through the Amended Expedited Permitting, Construction Services, and Reimbursement Agreement (Contract #8629.03) as implementation of permit conditions for the LLE Project. Minimal parks maintenance staff time, that is not reimbursable by Sound Transit, will be needed to confirm any street tree planting details and to review and accept the final monitoring report from KCD after the LLE project is complete in 2024.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to amend the intergovernmental cooperative agreement between Sound Transit, City of Shoreline, and King Conservation District for the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership.

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

BACKGROUND

The Sound Transit Lynnwood Link Extension (LLE) light rail guideway and associated structures are being built through Mixed Use Residential (MUR) and Residential-6 dwelling units per acre (R-6) zones along the east side of Interstate 5 (I-5). The Shoreline Development Code requires landscape screening buffers between non-residential development or public facilities and adjacent residential uses and zones.

Due to constraints caused by 1) light rail safety standards prohibiting large trees within 35 feet of the guideway, 2) Washington State Department of Transportation (WSDOT) land ownership for segments of the project, and 3) limited private property acquisition for the project, Sound Transit is unable to meet the landscape screening buffer widths in several locations along the light rail guideway. Thus, Sound Transit requested and received conditional approval of a code modification to the landscape buffer standards through the Special Use Permit (SUP) File No. SPL18-0140 for the project.

To meet the SUP condition to provide alternate landscape plantings within the impacted neighborhoods in Shoreline (Ridgecrest, North City, and Ballinger), in 2019 Sound Transit and the City entered into a partnership agreement with King Conservation District (KCD) to develop and carry out a program to offer trees and understory vegetation to be planted on private property or in the adjacent City right-of-way within the neighborhoods where views are impacted by the LLE Project. The staff report detailing the SUP conditions and the Landscape Partnership Agreement can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport072919-7c.pdf>.

DISCUSSION

Landscape Partnership Agreement

With goals to improve native vegetation on private property in a service area that includes Shoreline, King Conservation District (KCD) was identified as the most suitable public agency to assist Sound Transit and the City in providing trees and vegetation to qualifying properties in the LLE project area. KCD's approach to delivering their services and carrying out their organizational mission to promote the sustainable use of natural resources through responsible stewardship and implementation of its programs, including urban forests and native landscaping, meets the SUP SPL18-0140 compliance requirements.

The Partnership Agreement obligates Sound Transit to provide \$250,952 in funding to KCD, which includes the development and implementation of a program to offer native landscaping to be planted by KCD on qualifying private properties, or alternatively in the adjacent public right-of-way as applicable to address space or sight constraints within the impact area (Ridgecrest, North City, and Ballinger). The City is tasked with ensuring compliance with the SUP condition through management and oversight of the work undertaken by KCD on behalf of Sound Transit. A scope of work stating the Partnership Project goals, timeline and deliverables was developed, and the agreement was executed by the three agencies on August 27, 2019.

Proposed Amendment to the Landscape Partnership Agreement

The original agreement and scope for the Partnership Project assumed a start date in early 2020, observing the timeframes needed for project planning, public outreach, resident engagement, and tree planting. In March 2020, the Washington State Governor issued Proclamation 20-25, the Stay Home, Stay Healthy proclamation, that required people to stay home and limit activities to only those that were deemed essential. Subsequent State guidelines imposed further restrictions on non-essential construction-related activities, which affected KCD's ability to kick-off the project.

In May 2021, after a three-month process that sought to "improve the fiscal and structural health of the district and meet [its] obligations as a public organization," the KCD board approved a motion to move forward with a reorganization of district staff (the press release can be found here: <https://kingcd.org/2021/05/27/king-conservation-district-board-votes-to-reorganize-district-staff/>), which entailed eliminating positions that were assigned to the Landscape Partnership Agreement project. The transition associated with the re-staffing process also drove the project start date further into the year until it was officially launched in July 2021.

To reflect these changes, the scope needs to be modified to allow for a more flexible schedule that takes into consideration COVID-19-related limitations that could affect public outreach and resident engagement, appropriate planting seasons for specific types of trees and shrubs, and City requirements for planting in adjacent rights-of-way when applicable. The expiration date of the agreement is also proposed to be extended to the end of 2025 to accommodate KCD's three-year monitoring requirement after plantings are completed.

STAKEHOLDER OUTREACH

Public comment was received through the required neighborhood meeting and public open house events held by Sound Transit as well as the public comment opportunities related to the SUP process including the public hearing held before the Hearing Examiner on April 24, 2019. Public comments did include concerns about the proposed landscaping for the light rail system corridor adjacent to single family residences and the City recommended the condition to provide an alternative landscaping option where landscape buffers could not be planted or required in part to address the concerns raised by the public.

COUNCIL GOAL(S) ADDRESSED

Authorization to execute this intergovernmental cooperative agreement would support the 2019-2021 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline, Action Step 2: Work collaboratively with Sound Transit to permit the Lynnwood Link Extension Project and coordinate on project construction and work proactively with Sound Transit to develop plans to minimize, manage, and mitigate anticipated impacts to Shoreline neighborhoods from construction and operation of the Lynnwood Link Extension Project.*

RESOURCE/FINANCIAL IMPACT

Sound Transit will directly fund this work up to a maximum of \$250,952. King Conservation District may elect to provide additional funds up to \$24,000 to further advance KCD's programmatic goals associated with this project. The potential KCD funds would not be from the collected tax funds that are specifically allocated to the City of Shoreline and would not impact the KCD funds available for other City projects. Most of the City staff time for managing this agreement is reimbursable by Sound Transit through the Amended Expedited Permitting, Construction Services, and Reimbursement Agreement (Contract #8629.03) as implementation of permit conditions for the LLE Project. Minimal parks maintenance staff time, that is not reimbursable by Sound Transit, will be needed to confirm any street tree planting details and to review and accept the final monitoring report from KCD after the LLE project is complete in 2024.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to amend the intergovernmental cooperative agreement between Sound Transit, City of Shoreline, and King Conservation District for the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership.

ATTACHMENTS

Attachment A – Revised Lynnwood Link Urban Tree Canopy Landscape Enhancement Partnership Agreement (September 2021)

LYNNWOOD LINK URBAN TREE CANOPY LANDSCAPE ENHANCEMENT PARTNERSHIP PROJECT SCOPE OF WORK

June 2019

September 2021 – Timeline Update

OVERVIEW

Project Background and Description

The *Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership* (Partnership Project) is a collaboration between Sound Transit, the City of Shoreline, and King Conservation District involving establishment of trees and native plants on private property or in the City Rights-of-Way (ROW) in the vicinity of the Lynnwood Link Extension (LLE) light rail project in Shoreline, WA. This partnership was created to address urban tree canopy conservation priorities shared between all three organizations, and the Partnership Project serves as an alternative for Sound Transit to meet the City of Shoreline's landscape buffer standards. Additionally, the King Conservation District (KCD) is leveraging its Urban Forest Stewardship Program to promote tree planting and expand urban tree canopy across public and private properties and provide education and increase awareness of the benefits of a healthy urban forest. The project will focus on three City of Shoreline neighborhoods (Ballinger, North City, and Ridgecrest) where on-site planting of landscape screening buffers is limited due to lack of property ownership and guideway safety limitations. In such cases, trees and native shrubs and ground covers will be made available for off-site mitigation planting on residential properties or in adjacent City ROW.

The Partnership Project will deliver predominantly native plant landscaping / residential yard habitat enhancement services and in some cases street tree planting through direct marketing, neighborhood engagement events, and planning and installation services to private home owners in the impacted neighborhoods. Establishment of trees and native shrubs and ground covers for habitat enhancement in residential yards or adjacent City ROW will be facilitated through basic landscaping consultations in combination with voluntary agreements that lead to installation of agreed-upon species. City staff support will be provided to ensure planting in the ROW is consistent with applicable engineering standards and the species and locations are acceptable to the City. Maintenance and survival monitoring of landscaping investments will be performed through a combination of guidance documentation and direct support to assist homeowners with maintaining plantings and documenting survival.

Funding for this project is provided by Sound Transit with the possibility of additional funding supplied by King Conservation District (KCD) should project costs exceed Sound Transit's contribution and if KCD elects to contribute additional funds. Mitigation fulfillment coordination is provided by the City of Shoreline. Neighborhood engagement and native plant landscaping services are coordinated by King Conservation

District. This Partnership Project is intended to meet Condition of Approval A(1)(b)¹ in the Hearing Examiner's Decision issued May 31, 2019, for Sound Transit's LLE Special Use Permit (SPL 18-0140) with the City of Shoreline.

Goals and Objectives

The goals of the Partnership Project are to provide landscape screening on private parcels or on adjacent City ROW in order to provide visual screening of the light rail project from adjacent single-family residential uses, to replace or add to existing urban tree canopy cover, and to contribute to visual continuity within the impacted portions of the Ballinger, North City, and Ridgecrest neighborhoods (approximately 250 residential parcels). King Conservation District will implement the Partnership Project to meet these goals in consideration of the City of Shoreline Municipal Code (SMC 20.50.490) requiring landscape screening² and the off-site mitigation requirements that are outlined in the LLE Special Use Permit Staff Report recommendations for landscape screening.³

King Conservation District's mission and service delivery model uniquely position the organization to partner on this Partnership Project and assist in meeting the shared goals of the project partners. KCD's statutory authority, mission and service-based business model enable, strategic engagement and support of property and home owners within the City of Shoreline on urban tree canopy enhancement. Enabling legislation within Chapter 89.08 RCW outlines the mission of KCD as "promot[ing] the sustainable use of natural resources through responsible stewardship." KCD implements its mission through natural resources conservation programming, using demonstration projects, educational events, technical assistance and in some cases funding for projects that benefit all homeowners within the boundary of KCD's service area. The City of Shoreline is located within the boundary of KCD.

Funding

¹ Special Use Permit (SPL18-0140) Condition A(1)(b) on page 47 of the Decision states:

Sound Transit shall, in consultation with the City and King Conservation District, finalize and execute an intergovernmental agreement (Partnership Agreement) with a scope of work and funding requirement in an amount not to exceed Two Hundred Fifty Thousand, Nine Hundred and Fifty-Two Dollars (\$250,952). The Partnership Agreement shall be substantially the same as the DRAFT – April 9, 2019, Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership attached as Exhibit 27 and executed by Sound Transit and the participating parties no later than August 31, 2019, unless the City agrees to extend this deadline;

² The City of Shoreline Municipal Code (SMC) Chapter 20.50 requires landscaping screening be installed between different types of land uses to achieve four main purposes (SMC 20.50.450):

1. To enhance the visual continuity within and between neighborhoods;
2. To establish at least an urban tree canopy through landscaping and street trees;
3. To screen areas of low visual interests and buffer potentially incompatible developments; and
4. To complement the site and building design with landscaping.

³ Sound Transit requested, and received conditional approval of, a code modification through the LLE Special Use Permit (SPL18-0140) from SMC Chapter 20.50.490 requirements for a 5-foot or 20-foot Type I landscape screen between residential uses and non-residential/public facility uses where the vegetation clear zone, or limited land acquisition prevent planting of the full landscape screen required. Sound Transit, the City of Shoreline, and King Conservation District have developed this innovative strategy to fulfill the City's code and SUP requirements while avoiding adverse impacts to private homes and advancing King Conservation District's mission. The Partnership Project outlined in this Scope of Work document and the Partnership Agreement is proposed by Sound Transit as an alternate way to provide landscaping requirements instead of standard screening buffers where such buffer plantings are not viable.

Funding for the Partnership Project is made available by Sound Transit and KCD. Sound Transit funding is provided in the amount of \$250,952. KCD funding in the amount of \$24,000 might be made available by KCD. Sound Transit funding will be used in full to meet the Partnership Project costs. KCD funding will be utilized only if necessary to ensure the Partnership Project meets KCD's program goals should final Partnership Project costs exceed Sound Transit's funding contribution. In the event Partnership Project expenses are less than the Sound Transit's contribution, the unspent portion of Sound Transit funding will be returned to Sound Transit.

Mid-Project Assessment

King Conservation District and the City of Shoreline will evaluate Partnership Project progress to determine whether planting targets are on track. The mid-project assessment will help determine if resident participation and planting targets are on track and will detail the use of the funds to date provided by Sound Transit and KCD (if applicable).

Should homeowner participation in the Partnership Project not reach 100 participating properties by February 28, 2022, at the latest, KCD and the City will evaluate project options and potentially execute a plan to redirect remaining Sound Transit funding to the City for planting installations and stewardship on City-owned parks and rights-of-way.

Co-Branding

King Conservation District will develop communication, marketing and collateral materials to support delivery of services and implementation of the Partnership Project. Internet, print, and media communications will be co-branded with KCD, Sound Transit, and City of Shoreline logos and credit.

Maintenance and Monitoring

King Conservation District will coordinate maintenance and monitoring of Project-based landscaping investments. The purpose of maintenance and monitoring is to promote plant survivorship and document plant retention for three years following installation. To ensure that homeowners have the support and guidance necessary to maintain Project-based landscaping investments, KCD will provide tree and shrub maintenance reference materials to support homeowner-directed maintenance activities. In cases where homeowner-directed maintenance is less than adequate, KCD will provide follow-up technical support by phone, through additional collateral materials, and follow-up site visits should funding be available. KCD will be responsible for obtaining rights of entry for field-based maintenance assistance consistent with its Urban Forest Stewardship Program protocols. The protocol for monitoring will be a combination of homeowner-provided and KCD technician-facilitated plant survivorship photo documentation. Homeowners will provide annual photo documentation of maintained plants for the first two growing seasons following installation. KCD will conduct photo documentation site visits in the third growing season following installation.

Homeowner participation in monitoring documentation will be optional. In cases where homeowners are unresponsive to requests for photo documentation, KCD will attempt to verify plant survival through alternate means; however, it is understood that it may not be possible for KCD to document the status of planting investments until KCD conducts third-year monitoring site visits. While the overarching goal of the Partnership Project is to maintain landscaping investments beyond the 3-year maintenance commitment, there will be no legal obligation on the part of the homeowner to maintain plantings after the third growing season. To support longer-term enhancement of City and neighborhood urban canopy, KCD will support Partnership Project participants on an ongoing basis through established KCD natural resource conservation programming as long as those services are available to the public.

SCOPE OF WORK

The timelines and dates proposed in this section are updated as of September 2021 to reflect adjustments due to the COVID-19 pandemic. The dates and timelines are targets, and not hard deadlines, with the exception of the project end date. Adjustments to these targets may be mutually agreed to by KCD, Sound Transit, and City staff without further amendment to this agreement.

Task 1 – Project Management & Administration (~\$23,964)

Goal – Manage the partnership project to ensure successful implementation and deliverables; oversee project budget and KCD personnel assigned to the project; represent KCD on the interagency team responsible for success of the project; manage project budget, prepare invoicing, provide periodic reports, and prepare and submit final report.

Timeline – For the full term of the Agreement

Deliverables – Participate in quarterly Partnership Project team check-in meetings year one, mid- and end of year check-in meetings years two and three, and annual check-in meetings during monitoring years following year three of the Partnership Project; provide a mid-project assessment by February 2022 with a focus on whether the Partnership Project is on track to meet the plant installation targets and if not to consider options, including potential redirection of remaining funds to the City; provide periodic progress reports; and submit final report to Sound Transit and the City.

Task 2 – Outreach & Marketing (~\$21,625)

Goal – Plan education and community events, prepare and coordinate marketing strategy, prepare and coordinate engagement strategy, develop and produce collateral materials, and conduct direct and community-based marketing.

Timeline – Initiate Partnership launch and homeowner engagement in late July 2021, with successive engagement pushes through 2022 to achieve maximum homeowner participation over 3 planting seasons.

Deliverables – Conduct direct marketing to 250 homes, plan and conduct three (3) direct marketing mailings, and plan six (6) to nine (9) community engagement events.

Task 3 – Education & Events (~\$17,962)

Goal – Implement neighborhood and community events to engage homeowners and recruit participation.

Timeline – Provide limited in-person engagement/events as feasible with ongoing COVID-19 safety protocols.

Deliverables – Conduct six (6) to nine (9) neighborhood engagement events, as feasible with COVID-19 safety protocols. (These events are the same events planned under Task 2.)

Task 4 – Homeowner Consultations & Plantings (~\$146,868)

Goal – Engage homeowners, provide consultations on landscaping with trees and native shrubs and ground covers, install trees to meet targets, offer and install shrubs and ground covers to complement tree planting and to provide associated understory habitat, either on private property or in adjacent public ROW.

Timeline – Begin homeowner consultations and planting in Fall 2021 and conclude in Fall 2022 (3 planting seasons).

Deliverables – At least 100 homes engaged, and at least 100 landscaping consultations conducted. Maximum number of homes is 250 with an ideal target of 200 homes engaged, 400 trees installed, and

2,400 additional native plants installed. City staff will determine suitability of ROW areas for street tree requests, provide KCD with locations to plant based on utility locates, approve specific species proposed for planting in the ROW, and provide KCD staff with planting guidelines and recommended maintenance for City street trees. KCD will provide the City with data on GPS location, species, size, and planting date for future asset management.

Task 5 – Monitoring & Reporting (~\$40,533)

Goal – Complete Mid-Project Assessment, document maintenance of installed plantings and prepare and submit Partnership Project final report.

Timeline – Begin monitoring in Summer 2022 and continue as follows:

- Fall 2021 plantings monitored Summer 2022 through Summer 2024
- Spring 2022 plantings monitored Summer 2022 through Summer 2024
- Fall 2022 plantings monitored Summer 2023 through Summer 2025

Deliverables – Mid-Project Assessment is a meeting and does not require a formal report, but any resulting direction should be documented in writing. Annual documentation for three (3) years, including two (2) homeowner-submitted photo documentation cycles and one (1) technician-conducted maintenance and photo documentation cycle; one (1) Partnership Project final report.

BUDGET SUMMARY

The cost of the Partnership Project has been estimated and allocated by task. It is anticipated that adjustments to estimated task budgets may be necessary as this is a new project, and that task budget flexibility will benefit the Partnership Project in meeting the partnership goals and objectives.

<u>Scope of Work Item</u>	<u>Estimated Project Cost Allocation</u>
Task 1 – Project Management and Admin.	\$ 23,964
Task 2 – Outreach and Marketing	\$ 21,625
Task 3 – Education and Events	\$ 17,962
Task 4 – Consultations and Plantings	\$146,868
Task 5 – Monitoring and Reporting	\$ 40,533
KCD Optional Contribution	<u>\$ 24,000</u>
Maximum Total Project Cost	\$274,952

Note: Sound Transit is committing \$250,952 toward the cost of the Partnership Project. If additional funds are needed to ensure a successful project and programmatic success for KCD, KCD may contribute up to \$24,000.

TIMELINE

The project will commence upon execution of an agreement and run through the third growing season following the last planting project. It is assumed all plantings will be installed by Fall 2022, which equates to completion of maintenance and monitoring for all plantings by November 2025 and delivery of a final report by December 15, 2025.



**FIRST AMENDMENT TO THE COOPERATION AGREEMENT FOR LYNNWOOD
LINK URBAN TREE CANOPY AND LANDSCAPE ENHANCEMENT PARTNERSHIP
(ORIGINAL RECEIVING NUMBER: 9456)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, the Central Puget Sound Regional Transit Authority, and the King Conservation District on August 12, 2019; and

Whereas the parties desire to amend said agreement in order to reflect a change of circumstances, to wit: modify scope of work, extend agreement term, and modify notice information.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Existing Agreement Amended:** The City, the Central Puget Sound Regional Transit Authority (Sound Transit), and the King Conservation District entered into an agreement on August 12, 2019 identified as: Cooperative Agreement between Sound Transit, City of Shoreline, and King Conservation District for Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership. The parties hereby amend that agreement.

2. **Amendment to Existing Agreement:** The agreement is amended in the following respect(s):

Section II.C. Project Management and Administration. Exhibit A is deleted and replaced in its entirety with Exhibit A-1, attached hereto.

Section III. Term. The term of this Agreement shall be extended to terminate at midnight on the 31st day of December, 2025.

Section XIII. Notices. For the King Conservation District, notices shall be addressed to the attention of the Executive Director.

3. **Terms and Conditions of Existing Agreement Remain the Same:** The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

SIGNATURES AND EXECUTION DATE ON FOLLOWING PAGE

EXECUTED, this the day of , 20 .

CITY OF SHORELINE

**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY**

Name:

Title:

Name:

Title:

KING CONSERVATION DISTRICT

Name:

Title:

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute Professional Services Agreement with DOWL, LLC in the Amount of \$336,126 for Design of the 5th Avenue NE (NE 165th Street - NE 175th Street) Sidewalk Rehabilitation Project
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The 5th Avenue NE corridor between NE 165th St and NE 175th St exhibits a significant number barriers to pedestrian mobility. The City’s Sidewalk Rehabilitation Program prioritized this corridor for a CIP project (sidewalk rehabilitation) based on the number and severity of barriers. Barriers include, but are not limited to, damaged and non-compliant sidewalks, curb ramps, and driveway crossings.

The City’s ADA transition Plan (2019) provides a City-wide evaluation of pedestrian facilities. The ADA Transition Plan documents that many “near-term (2019-2024)” barrier removals are necessary along the corridor. This project continues the City’s effort to maintain compliance with Title II of the Americans with Disabilities Act (ADA; DOJ, 1990) and provide an equal opportunity to individuals with disabilities to participate fully in community life.

DOWL, LLC was selected to provide professional engineering design services for the project. Scope and fee negotiations have been completed; the proposed scope of work is included in Attachment A. Tonight, the City Council is being requested to authorize the City Manager to execute an agreement with DOWL, LLC for this design work.

RESOURCE/FINANCIAL IMPACT:

This project is fully funded by the City’s Sidewalk Rehabilitation Program. The following table summarizes the project budget for the design phase of the work:

EXPENDITURES

Design

Staff and Other Direct Expenses	\$45,000.00
Design – DOWL (This Contract)	\$336,126.00
TOTAL	\$381,126.00

REVENUE

Design

Vehicle License Fees (TBD)	\$381,126.00
TOTAL	\$381,126.00

Construction costs will be estimated as part of the design, and staff expects improvements to exceed \$1,000,000.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a contract with DOWL, LLC, in the amount of \$336,126 to provide engineering services for the 5th Avenue NE (NE 165th Street - NE 175th Street) Sidewalk Rehabilitation Project.

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

BACKGROUND

Beginning in 2017, the City Council had extensive discussions regarding sidewalks, including how to fund the repair of existing sidewalks and the installation of new sidewalks. The City utilized a Sidewalk Advisory Committee (SAC) to support the development of the Americans with Disabilities Act (ADA) Transition Plan, Sidewalk Prioritization Plan, and provide Council recommendations on funding for sidewalk repair (Sidewalk Rehabilitation Program) and expansion (New Sidewalk Program) of the sidewalk network.

On June 4, 2018, City Council adopted Ordinance No. 822 which authorizes an additional vehicle license fee of \$20 to preserve, maintain, and operate the transportation infrastructure of the City of Shoreline, including funding for sidewalk repairs and retrofits. The increased vehicle license fee revenue began to be collected in March 2019. Revenue from Ordinance No. 822 was projected to bring funding for sidewalk repairs up to approximately \$830,000 per year.

The ADA requires public entities with more than 50 employees to create and implement an ADA Transition Plan. In January 2019, the City's "ADA Transition Plan for Public for Right-of-Way" was developed. The ADA Transition Plan provides self-evaluation of ADA compliance and prioritizes projects for the removal of barriers to pedestrian mobility. The City's ADA Transition Plan can be viewed at the following link:

<https://www.shorelinewa.gov/home/showpublisheddocument/45538/637097657043270000>.

On March 4, 2019, the City Council had a discussion on the ADA Transition Plan and the priorities for sidewalk rehabilitation for the first five years (2019-2024). 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/2019/staffreport030419-8b.pdf>.

The Sidewalk Rehabilitation Program (Repair & Maintenance) was affected by I-976 (passed in November 2019) which had removed the ability of governments to impose Vehicle License Fees (VLF) for transportation purposes. The City had two VLFs imposed, a \$20 VLF for annual road surface maintenance (ARSM) and as mentioned above a second \$20 VLF for sidewalk rehabilitation. This reduced funding for sidewalk rehabilitation to approximately \$300,000 for 2020-2022.

However, on October 15, 2020, the Washington State Supreme Court ruled I-976 unconstitutional. There had been a King County Superior Court injunction order that prohibited the Department of Licensing from implementing I-976 that remained in effect until the Supreme Court issued a ruling. Those fees are now available, and the State will continue to collect VLFs as required by state law.

On March 29, 2021, the City Council adopted Ordinance No. 926 which authorized the issuance of Bonds up to \$8.35 million to facilitate the delivery of sidewalk rehabilitation and ARSM supported by VLF revenue. The staff report for this Council action can be found at the following link:

DISCUSSION

The removal of barriers to pedestrian mobility has been prioritized by the City. This prioritization is reflected in the City's ADA Transition Plan and the delivery of the CIP through the Sidewalk Rehabilitation program and other CIP programs (e.g. New Sidewalk Program). The transition plan identified removal of complete barriers as a top priority for 2019-2024. The sidewalk assessment identified numerous complete barriers on 5th Avenue NE and thus it is a high priority route.

Consistent with the goals and priorities defined in the ADA Transition Plan, the focus of this project is to upgrade curb ramps and remove mobility barriers with a high barrier condition rating. Many of these barriers are lifted panels and vertical displacements which may be unpassable or very difficult to negotiate for disabled users.

Existing street trees have caused significant damage to pedestrian facilities on the corridor. Tree roots have lifted and cracked concrete panels at numerous pedestrian facilities and are the cause of the majority of the rehabilitation work. While staff will explore all options to protect trees, it is expected that some trees will need to be removed. This contract includes the services of an arborist to help identify options and opportunities to protect and preserve trees. Trees that are removed will be replaced with a tree that will grow successfully in the existing amenity zone without causing future damage to the sidewalk. In some locations, the amenity zone may be too small to support a tree.

ALTERNATIVES ANALYZED

In 2019, RFQ 9447 was issued to provide consultant design support for the bond approved new sidewalks and the sidewalk rehabilitation program. DOWL and KPFF were selected as the two consultants to provide on-going services to these two programs. DOWL was selected for this project based on their capacity to perform this work.

The alternative of not awarding this contract would result in this work not being designed and the City not being able to spend the bond money within the anticipated timeframe. There is not capacity for City staff to perform this work at this time.

COUNCIL GOAL(S) ADDRESSED

The project addresses City Council Goal #2: Continue to deliver highly-valued public service through management of the City's infrastructure and stewardship of the natural environment." Action Step #1 for this Council Goal is to "Implement the Sidewalk Rehabilitation and Sidewalk Construction Programs."

RESOURCE/FINANCIAL IMPACT

This project is fully funded by the City's Sidewalk Rehabilitation Program. The following table summarizes the project budget for the design phase of the work:

EXPENDITURES

Design

Staff and Other Direct Expenses	\$45,000.00
<i>Design – DOWL (This Contract)</i>	<i>\$336,126.00</i>
<hr/>	
TOTAL	\$381,126.00

REVENUE

Design

Vehicle License Fees (TBD)	\$381,126.00
<hr/>	
TOTAL	\$381,126.00

Construction costs will be estimated as part of the design, and staff expects improvements to exceed \$1,000,000.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a contract with DOWL, LLC, in the amount of \$336,126 to provide engineering services for the 5th Avenue NE (NE 165th Street - NE 175th Street) Sidewalk Rehabilitation Project.

ATTACHMENTS

- Attachment A: Project Scope of Work
- Attachment B: Project Vicinity Map

City of Shoreline
5th Avenue NE (NE 165th – NE 175th Street)
Sidewalk Rehabilitation Project
EXHIBIT A: SCOPE OF WORK

This project will be completed under the Professional Services Agreement between the City of Shoreline (CITY) and DOWL, LLC. (CONSULTANT), for the 5th Ave NE (NE 165th Street – NE 175th St) Sidewalk Rehabilitation Project.

Project Description

This project includes the rehabilitation of pedestrian facilities located in the public right-of-way. Rehabilitation will include the removal of barriers to pedestrian mobility in compliance with the City's ADA Transition Plan and Federal ADA requirements. The project limits extend along 5th Avenue NE, between NE 165th Street and NE 175th Street. The locations of rehabilitated pedestrian facilities will include:

- a) **Sidewalk Repair:** Replacement of damaged sidewalk panels on the east and west side of 5th Avenue. The locations of sidewalk replacement will include sections of sidewalk that are barriers to pedestrian mobility. Barriers exist primarily adjacent to existing street trees as a result of root damage. These barriers may include, but are not limited to the following:
 - a) Vertical discontinuities in sidewalk surface.
 - b) Inadequate sidewalk width.
 - c) Areas of non-compliant running slope and/or cross slopes. This will not include all areas of non-compliant running slope or cross slope, but will include those areas identified by the CITY.
 - d) The CITY will provide field markings to identify barrier locations.
 - e) This scope of work is based on the replacement, grinding, or rehabilitation of sidewalk at up to 66 locations throughout the corridor, up to four sidewalk panels per location. Replacement is estimated to consist of the following:
 - i. Sidewalk repair within minimal impacts to adjacent trees – 12 locations
 - ii. Sidewalk repair with adjacent tree impacts and re-grading of sidewalk – 19 locations
 - iii. Sidewalk repair with adjacent tree removal potentially required – 35 locations. Trees will be preserved to the extent feasible. Replacement landscaping may be included for removed trees.
- b) **Driveway Repair:** Replacement of existing driveways, as required by vertical displacement or panel damage. This scope of work assumes that up to 8 driveway replacements may be required.
- c) **ADA Ramps:** Replacement of existing non-compliant curb ramps at 5th Avenue NE and NE 165th St, NE 167th St, NE 170th St and NE 175th St.
- d) Surface Utility relocations and adjustments may be included, as needed to support the replaced facilities.
- e) Replacement and repair of curb and gutter and all associated paving, patching, striping/markings and signing work items. Tree roots will be removed up to curb and gutter.

Project Fee Estimate

The CONSULTANT fee estimate is attached at the end of the Scope of Work.

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project****Standards / Design References**

Work described in this Scope of Work will be performed by the CONSULTANT in accordance with the standards listed below; no order of precedence shall be established by listing.

City of Shoreline Publications

- City of Shoreline Engineering Development Manual
- City of Shoreline ADA Transition Plan

Washington State Department of Ecology Publications

- Stormwater Management Manual for Western Washington, current edition

Washington State Department of Transportation (WSDOT) Publications

- Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), current edition
- Standard Plans for Road, Bridge, and Municipal Construction, (M21-01), current edition
- Design Manual (M22-01.14), current edition
- Roadside Manual (2017, M25-30.04), current edition
- Utilities Manual (2018, M 22-87.09), current edition
- Geotechnical Design Manual, current edition
- Amendments and General Special Provisions, current edition
- Standard Item Table, current edition
- Traffic Manual (M51-02), current edition
- Local Agency Guidelines (M36-63.34)
- Environmental Procedures Manual (M31-11), current edition

American Association of State Highway and Transportation Officials (AASHTO) Publications

- A Policy on Geometric Design of Highways and Street, current edition
- AASHTO Guide for Design of Pavement Structures, current edition
- AASHTO Guide for the Development of Bicycle Facilities, 4th Edition

U.S. Department of Transportation Publications

- Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways, current edition

Other Publications / Design Guides

- Standards of the American Water Works Association
- American Public Works Association standards
- Americans With Disabilities Act (ADA), Title III regulations (28 CFR Part 36)
- Highway Capacity Manual 2010, Transportation Research Board
- NACTO Urban Bikeway Design Guide
- 2011 Public Right-of-Way Accessibility Guidelines (PROWAG)

Drawing Standards

- All drawings will be produced and submitted in AutoCAD and PDF format with design files prepared using Civil 3D 2020.
- Drawings will be developed using City of Shoreline drafting standards

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project****1. PROJECT MANAGEMENT****1.1. General Project Management**

The CONSULTANT will provide project management and administration, management of subconsultants, liaison with the CITY, scheduling, coordination, quality assurance and quality control, contract administration, filing and recordkeeping, and preparation of monthly invoices with progress reports.

1.2. Project Management Plan (PMP).

The CONSULTANT will prepare a Project Management Plan, which will include the following elements:

- a) Team Organizational Chart / Roles and Responsibilities
- b) Stakeholder Register / Stakeholder Management Plan
- c) Scope of Work
- d) Baseline Design Schedule
- e) Design Budget
- f) Quality Management Plan

Assumptions/Exclusions:

- a) Following City review of the draft Project Management Plan, the CONSULTANT will provide a final Project Management Plan via email.

City Responsibilities:

- a) The CITY will review and comment on the Draft Project Management Plan.

Deliverables:

Draft Project Management Plan	Microsoft Word and PDF via email
Final Project Management Plan	Microsoft Word and PDF via email

1.3. Project Schedule and Updates.

The CONSULTANT will develop a project schedule in Microsoft Project format, and provide updates on a bi-monthly basis.

Assumptions/Exclusions:

- a) Schedules will document progress, milestones, and timelines as they occur.
- b) Updates to schedules will reflect changes to schedule baseline as approved by contract supplement.

City Responsibilities:

- a) City will assist with schedule development and revision related to City internal review and Council Approval processes as needed.
- b) The City will review schedules and provide comments as needed.

9-07-21

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project**Deliverables:

Monthly Schedule update

Microsoft Project and PDF via email

1.4. Monthly Progress Reports and Invoices.

The CONSULTANT will prepare a monthly progress report and invoice for the duration of the contract, including the following:

1.4.1. Invoice

- a) Invoice will include a City of Shoreline's billing voucher as cover sheet.
- b) Invoice will include prime and subconsultant backup.
- c) Invoice will be broken out to major task level (i.e. Task 1.0, 2.0, etc).
- d) Percent complete will be reported for each major task.
- e) Invoices will be emailed to accountsreceivable@shorelinewa.gov. The project manager will not be CC'ed on the email

1.4.2. Progress Report

- a) Billing Period, Invoice Number, Shoreline Contract #, DOWL Contract #, Project Name
- b) Summary of activities performed during billing period.
- c) Potential/anticipated out-of-scope work.
- d) Potential/anticipated schedule changes or impacts.
- e) Issues to be resolved.
- f) Cost Information Report
 - Budget per task.
 - Percent complete per task.
 - Budget expended per task.
 - Amount remaining per task.

Assumptions/Exclusions:

- a) One (1) invoice and one (1) progress report will be prepared per month.

City Responsibilities:

- a) Review monthly invoice and progress report and notify Consultant of any issues.

Deliverables:

Monthly Invoice

PDF via email

Monthly Progress Report

PDF via email

1.5. Meetings.

The CONSULTANT will call the CITY to discuss progress on a bi-weekly basis.

Assumptions/Exclusions:

- a) Additional meetings are included in the Tasks listed below.

Exhibit A: Scope of Work
City of Shoreline
5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project

City Responsibilities:

- a) Attend weekly check-in call.

Deliverables:

Meeting Minutes

Via email

2. RIGHT OF ENTRY

The CONSULTANT will obtain Right of Entry to perform topographic survey on affected properties adjacent to the project.

2.1. Initial Right of Entry.

The CONSULTANT will mail the Initial Right of Entry form with a Cover Letter to affected property owners as needed.

2.2. Final Right of Entry.

The CONSULTANT will send the follow-up cover letter and Final Right of Entry form to non-responsive owners within three weeks.

Assumptions/Exclusions:

- a) The CONSULTANT will keep a record of timeframe of entry and any interactions with property owners.
 b) Assumed that approximately 20 Right of Entries will be required.

City Responsibilities:

Deliverables:

Initial Right of Entry Form

PDF via email

Initial Right of Entry Cover Letter

PDF via email

Final Right of Entry Form

PDF via email

Final Right of Entry Cover Letter

PDF via email

3. TOPOGRAPHIC SURVEY

Consultant will perform a boundary and topographic survey of select locations within the project limits. Survey will begin following the CITY's site visit and field identification of sidewalk repair areas. The survey basemap will be signed and stamped by a Professional Land Surveyor registered in the State of Washington. The survey areas will include the following:

- a) **ADA ramps.** Area needed to replace existing ADA ramps at all intersections.
 b) **Sidewalk at Trees:** ROW line, edges of sidewalk (at least 3 sidewalk panels on either side of trees), top of curb, flowline, ROW line, trees, vegetation, fences, and utilities within ROW.
 c) **Sidewalk at Trees (on private property):** Survey may include an additional 10' in width along the sidewalk, onto adjacent private property that may be affected by the project. This scope of work assumes that this may be required on up to 20 properties.

Exhibit A: Scope of Work
City of Shoreline
5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project

The survey will include the following:

- Location of all right-of-way and street centerlines.
- Topography within the areas described above. We will indicate pavement type, extent of pavement, curb (indicate type of curb, top of curb and flow line elevations), landscape, sidewalk etc.
- Survey Control: The horizontal control used for the survey shall be based on the Washington State Plane Coordinate System – North Zone. The vertical control used for the survey shall be based on the North American Vertical Datum of 1988 (NAVD-88) The location and elevation of the monuments and benchmarks used shall be referenced on the survey.
- Basis of Survey – Benchmarks/control points used, benchmark list, source of benchmark.
- Indication of all surface features including but not limited to: fences, signs, light poles, power poles, structures, drainage features, utility features, manholes, catch basins, curbs, and other site features.
- Contours will be shown at 1-foot intervals.
- Location of utilities that may be affected by the proposed rehabilitation such as sanitary, storm, water, electrical, gas, telephone, etc.
- For the sanitary, storm, and combined utilities, include rim elevations. Invert elevations at up to 10 structures will also be included.
- The location of all ADA ramps, signalization and lighting.
- Location of trees and size of trunk, species, and drip line of all trees (6)-inches or greater in diameter at breast height (4 ½ feet above grade) within the Project Area.
- Structures, property lines, fences, appurtenances (existing encroachments, non-conformances).

Assumptions/Exclusions:

- a) The survey shall be in accordance with City of Shoreline Development Standards.
- b) The surveyor shall also obtain additional records from utility providers and indicate the appropriate information on the drawings. If items cannot be field verified, then they should be shown on the drawings as record information and indicated as not field verified.
- c) It is anticipated that impacts to underground facilities will not be minimal; survey of sanitary and storm inverts is limited to 10 structures.
- d) Additional survey may be completed under Management Reserve, as approved by the CITY.

City Responsibilities:

- a) The CITY will identify areas for sidewalk repair in the field prior to beginning of survey field work.
- b) The CITY will provide as-built record information, if available, for inclusion in the final survey.

Deliverables:

Basemap AutoCAD and PDF

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project****4. ARBORIST INVESTIGATION AND MEMORANDUM**

The CONSULTANT will conduct a site visit to assess impacted trees. Impacted trees will be identified during preliminary design. Approximately 66 trees in the vicinity of existing pedestrian facilities will be evaluated for impacts by site improvements. The arborist investigation and memorandum includes the following:

- a) Review available information and aerial maps prior to completion of site inventory.
- b) Conduct a site visit to inventory all existing trees within the Right-of-Way and trees on adjacent property that may be impacted by the proposed project. All trees within ROW will be tagged with an aluminum tag to assist with field identification.
- c) Provide a detailed visual assessment of each tree, and document tree ID number, species, diameter, health and structural condition, driplines, and proposed action for the tree, based on design plans and potential infrastructure improvement methods. Proposed actions may include preservation, tree removal, or tree management.
- d) Identify landmark trees and/or groves, if applicable.
- e) Develop Arborist memorandum, including a site map, tree table, and recommendations for each tree.

The CONSULTANT will conduct an arborist review of 60% and 90% plans and specifications, and finalize the Arborist Memorandum to align with final PS&E.

Assumptions/Exclusions:

- a) This assumes that approximately 66 trees will be evaluated.

City Responsibilities:

- a) N/A

Deliverables:

Arborist Memorandum (Draft)	PDF via email
Arborist Memorandum (Final)	PDF via email

5. STORMWATER DESIGN

The CONSULTANT will prepare a Drainage Memorandum summarizing the proposed stormwater modifications. This work will be done in accordance with the 2021 City of Shoreline Engineering Development Manual, and the Stormwater Management Manual for Western Washington as described below. The project will include stormwater LID BMP's to the maximum extent feasible.

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project****5.1. Drainage Site Assessment Mapping:**

Prepare drainage basin maps identifying the on-site threshold discharge areas (TDA's). Prepare a basin map showing the area that discharges storm runoff onto the project site located up-gradient of the road project (i.e. 'off-site basins'). Gather and review sensitive area maps, readily available in public records. The off-site basin map will be prepared using City topographic and GIS maps and with limited visual field verification.

5.2. Off-site Analysis

Conduct an upstream and a downstream analysis for each TDA associated with the project. This analysis will consist of a visual field investigation and reviewing city map records showing stream and storm channel corridors. The field investigation will be conducted on lands where access is readily permitted. Prepare a written assessment and a map showing the contributing upstream areas and downstream routes. The written assessment will include identifying constriction points (such as small-sized culverts), evidence of channel erosion or sedimentation, and evidence of flooding, along the downstream route. This task does not include any detailed hydraulic capacity analysis, but it can be provided as an optional service. The off-site analysis will be included in the Drainage Report.

5.3. Threshold Analysis:

Prepare new impervious and new PGIS (pollution generating impervious surface) maps. Using the new impervious and new PGIS area numbers, perform threshold analysis to determine which minimum design requirements apply to this project.

5.4. Low Impact Development (LID) Assessment:

Prepare a feasibility assessment for the use of LID BMPs for the project. The assessment will include a documented review of LID BMPs that could be applicable within each TDA. The project will follow the requirement of List #1 for projects triggering Minimum Requirements #1 – 5.

5.5. Drainage Memorandum:

Prepare and assemble a draft and final Drainage Memorandum with the contents limited to the task items described in this scope of work. The report is to include basin maps, design criteria, application of the minimum requirements, and a summary of erosion control facilities. Submit the draft copy to the City for review. Address comments, revise the report and submit the final Drainage Memorandum.

5.6. Construction Stormwater Pollution Prevention Plan (SWPPP):

A short form SWPPP will be prepared in accordance with the Drainage Manual for inclusion in the Final Stormwater Site Plan.

5.7. Drainage Coordination Meetings:

The CONSULTANT will attend a drainage coordination meeting with CITY Staff to coordinate the drainage approach and discuss comments on the draft drainage memorandum.

9-07-21

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project**Assumptions:

- a) The drainage design will be done in accordance with the City of Shoreline Engineering Development Manual (2021) and the Stormwater Management Manual for Western Washington.
- b) It is assumed that less than 5,000 SF of new hard surfaces will added by this project, and therefore the project will only be required to comply with Minimum Requirements #1 –#5. Flow Control and Water Quality will not be required.
- c) Drainage improvements will be limited to minor relocations/adjustments to existing catch basins. Conveyance design is not anticipated to be required.

City Responsibilities:

- a) The CITY will provide one set of review comments on the Draft Drainage Memorandum.

Deliverables:

Draft Drainage Memorandum	1 Hard Copy and PDF
Final Drainage Memorandum	1 Hard Copy and PDF
Drainage Coordination Meeting Agenda/Minutes	Microsoft Word via email

6. 60% DESIGN SUBMITTAL

The CONSULTANT will prepare construction plans to approximately the 60% level. The CONSULTANT will complete the following tasks:

6.1. Field Review

The CONSULTANT will conduct a site visit with CITY staff to review the limits of sidewalk repair, as identified by the CITY. The CONSULTANT will evaluate each location for the following:

- Sidewalk
 - Vertical discontinuities
 - Initial arborist recommendations
 - Sidewalk removal and replacement limits
 - Potential utility conflicts
- ADA Ramps
 - Ramp, Landing, and Flare dimensions
 - Utility conflicts and obstructions
 - Detectable Warning Surfaces

6.2. 60% Construction Plans.

The CONSULTANT will develop detailed 60% Construction Plans in accordance with CITY standards. An estimated sheet count is included on the following page:

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project****Table A: Estimated Sheet Count (60% Construction Plans)**

Sheets	Description
1	Cover Sheet
1	Notes, Legend, and Abbreviations
1	Key Plan
4	Survey Control Plan
4	Site Preparation / Temporary Erosion Sediment Control Plan
2	Typical Sections
4	Roadway Plans
3	Driveway Plan/Profile
2	Roadway Details
9	ADA Ramp Plan
4	Landscape Plan
2	Landscape Details
37	TOTAL

6.3. 60% Special Provisions.

The CONSULTANT will prepare project Special Provisions. Special Provisions will be developed in accordance with WSDOT standards.

6.4. 60% Engineer's Estimate.

The CONSULTANT will prepare itemized quantity calculations for all contract bid items. An Engineer's Estimate of construction costs will be prepared.

6.5. Maximum Extent Feasible (MEF) Documentation.

The CONSULTANT will develop MEF documentation for any ramps that are designed to the MEF. Documentation will be in accordance with WSDOT requirements.

6.6. 60% Review Meeting

The CONSULTANT will attend one meeting to review CITY comments on the 60% Plans, Special Provisions, Estimates, and MEF Documentation.

Assumptions/Exclusions:

- a) Utilities requiring adjustment will be identified on the Roadway Plans and distributed by the CONSULTANT to franchise utilities.
- b) It is anticipated that utility relocations will be limited to surface adjustments. Potholing for underground conflicts may be added via Management Reserve..

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project**City Responsibilities:

- a) The CITY will provide the CONSULTANT with a set of consolidated review comments and “redline” review comments on the 60% Construction Plans, Contract Documents, Engineer’s Estimate, and MEF documentation. The CITY will provide the review comments within 3 weeks of submittal.

Deliverables:

60% Construction Plans (11” X 17”)	One (1) copy and PDF
60% Contract Documents	One (1) copy and PDF
60% Engineer’s Estimate	One (1) copy and PDF
60% Engineer’s Design Memorandum	One (1) copy and PDF

7. ENVIRONMENTAL AND PERMITTING SERVICESAssumptions/Exclusions:

- a) The project is anticipated to be exempt from SEPA or additional environmental permitting.

City Responsibilities:

- a) Confirm SEPA exemption.

Deliverables:

N/A

8. RIGHT OF WAY

The CONSULTANT will prepare and negotiate up to twenty (20) Temporary Construction Easements, as described below.

8.1. Preparation and Administration.

Upon Notice to Proceed, UFS staff will attend a kickoff meeting with the CITY in person or via video conference to obtain additional project information including: available contact information for property owners; discuss material and information needed from the City (Legal Descriptions, Exhibits, Staking, etc.), along with any additional information that will assist in the right of way acquisition process. We will also attend up to three (3) progress meetings either by conference call or in person and monthly progress and tracking reports when invoicing.

UFS has been provided a sample template of all acquisition documents (offer letters, deeds, easements, right of entries, consents, etc.) from the CITY for project use. All forms and documents will comply with CITY’s standards and in accordance with statutory requirements. The City’s pre-approved documents will be used. UFS will maintain acquisition records in accordance with statutory, regulatory and policy requirements. It is understood federal funds are NOT participating in the Right of Way Phase of the project.

It is understood coordination with the City will be necessary to finalize the project legal descriptions and acquisition exhibits for all the real property rights to be acquired.

9-07-21

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project**

For each parcel impacted, prepare acquisition files to include offer letters (\$500 minimum), a standard diary form indicating all contacts with owner(s), documents, and other items necessary to complete the work.

Assumptions:

- a) Offers of \$500 in lieu of simple donation requests
- b) Universal shall use Assessor or SCOPI (aerial) maps to delineate Temporary Easement Areas. Surveyor's legal descriptions will not be required.

Deliverables:

- a) Attend Project Kickoff Meeting (3 UFS Staff)
- b) Attend three (3) Progress Meetings (2 UFS Staff)
- c) Coordinate City approval of Acquisition forms and documents for project use
- d) Prepare up to Twenty (20) parcel acquisition files.

8.2. Title-Ownership Review.

UFS will confirm ownership by means of the Last Deed of Conveyance in the public records of King County, WA rather than title reports. UFS will generate a table with all owners' names, tax parcel numbers and taxpayer addresses.

Deliverables:

- a) Ownership Table

8.3. Present Offers / Negotiations.

Upon receipt of written approvals from the City, Universal staff will prepare offer package(s) for Temporary Easements and promptly present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner. Offers will be presented in person when at all possible. If negotiations reach an impasse, Universal shall provide the City with written notification. If necessary, Universal will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner(s), allowing the project to move forward and allowing the property owner additional time to negotiate.

Assumptions:

- a) No Real Property Valuations will be Required. Minimum offers of \$500 to defray owner's expense and time only.
- b) Temporary Easements will use an assessor or aerial map to delineate the easement area.

Deliverables:

- a) Prepare Offer Packages – Twenty (20) each.
- b) Present Offers / Conduct Negotiations.
- c) Completed parcel files and records of all Right of Way Acquisition services.

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project****8.4. Parcel Closing**

In-House Closing – Generally for low risk and uncomplicated title clearing, this method is subject to the City’s title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the City for approval and processing.

Assumptions:

- a) Settlement packages will be delivered to the City for direct payment to property owners
- b) Temporary Easements will not be longer than 364 days in duration and shall not be recorded

Deliverables:

- a) Completed parcel files and records of all Right of Way Acquisition services.

City Responsibilities:

- a) Form approval, in electronic format, of all legal conveyance documents and forms prior to use (i.e., offer letters, purchase and sale agreements, escrow instructions, easements, deeds, etc.).
- b) Payment of any and all compensation payments to property owners, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.

9. COMMUNITY OUTREACH**9.1. Online Open House**

The CONSULTANT will prepare for and attend an online open house to discuss the project. This includes development of the following:

- a) Powerpoint presentation to introduce the project.
- b) Online Comment Form/survey.

Assumptions/Exclusions:

- a) Interpretation services are not anticipated to be required for this meeting.

City Responsibilities:

- a) Review and provide feedback on Powerpoint presentation.
- b) Notify public of online open house using existing City resources (website, social media).

Deliverables:

- a) Powerpoint presentation
- b) Online Comment Form

9.2. City Council Meeting Support

The CONSULTANT will attend one city council meeting to present the project to elected officials. The CONSULTANT will provide Powerpoint slides to incorporate into the City’s presentation.

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project**City Responsibilities:

- a) CITY will conduct the meeting and schedule time for DOWL to present project as appropriate.

Deliverables:

- a) Powerpoint slides to describe project status.

9.3. Project Communications**9.3.1. Web content**

The CONSULTANT will provide project information for the existing City of Shoreline website. This will include the following:

- a) Project Map
- b) Project Fact Sheet and Frequently Asked Questions

Assumptions/Exclusions:

- a) N/A

City Responsibilities:

- a) CITY staff will review web content provided and post to the website.

Deliverables:

- a) Project Map
- b) Project Fact Sheet and Frequently Asked Questions

9.3.2. Project Mailers

The CONSULTANT will develop content for physical mailers to property owners located along the project corridor. The CONSULTANT will develop content and graphics layout for materials and notifications to support the project, including:

- a) Project kickoff postcard
- b) Fact sheet/FAQ

Assumptions:

- a) The CONSULTANT will send mailers will be sent to property owners on 5th Avenue NE, between NE 165th Street and NE 175th Street.

City Responsibilities:

- a) CITY will review content and provide comment as needed.
- b) CITY will provide CITY-branded envelopes for the CONSULTANT to mail.

Deliverables:

One project kickoff postcard
One project fact sheet/FAQ

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project****9.4. One-on-one Meetings**

Attend one-on-one meetings with stakeholders and adjacent property owners, including discussions about potential effects to driveway, trees, and adjacent landscaping.

Assumptions/Exclusions:

- a) This scope of work assumes that up to 20 one-hour meetings with individual property owners may be requested, and that meetings can be grouped in blocks of 5 meetings at a time.

City Responsibilities:

- a) N/A

Deliverables:

Email summary for each property owner meeting.

10. 90% DESIGN SUBMITTAL

The CONSULTANT will advance construction documents to approximately the 90% level. The CONSULTANT will complete the following tasks:

10.1. Site Conditions Review.

The CONSULTANT will conduct a site visit to review existing site conditions for the preparation of plans.

10.2. 60% Comments Response.

The CONSULTANT will prepare responses to all comments received from the CITY at the 60% review.

10.3. 90% Construction Plans.

The CONSULTANT will address CITY comments from the 60% review, and advance plans to the 90% complete stage.

10.4. 90% Special Provisions.

The CONSULTANT will address CITY comments from the 60% review, and advance special provisions to the 90% complete stage.

10.5. 90% Engineer's Estimate.

The CONSULTANT will address CITY comments from the 60% review, and advance engineer's estimate to the 90% complete stage.

10.6. 90% Review Meeting

The CONSULTANT will attend one meeting to review CITY comments on the 90% Plans, Special Provisions, and Estimate.

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project**Assumptions/Exclusions:

- a) N/A

City Responsibilities

- a) The CITY will provide the CONSULTANT with a set of consolidated review comments and “redline” review comments on the 90% Construction Plans, Special Provisions, and Cost Estimate. The CITY will provide the review comments within 3 weeks of submittal.

Deliverables:

60% Comments Response	PDF via email
90% Construction Plans (11” X 17”)	One (1) copy and PDF
90% Contract Documents	One (1) copy and PDF
90% Engineer’s Estimate	One (1) copy and PDF

11. FINAL DESIGN SUBMITTAL

The CONSULTANT will develop the project design to the final stage, and complete the following:

11.1. Site Conditions Review.

The CONSULTANT will conduct a final site visit to review proposed design for conformance with existing site conditions.

11.2. 90% Comments Response.

The CONSULTANT will prepare responses to all comments received from the CITY at the 90% review.

11.3. 100% Construction Plans.

The CONSULTANT will address CITY comments from the 90% review, and provide a complete, bid-ready set of Construction Plans.

11.4. 100% Special Provisions.

The CONSULTANT will address CITY comments from the 90% review, and provide a complete, bid-ready set of Special Provisions.

11.5. 100% Engineer’s Estimate.

The CONSULTANT will address CITY comments from the 90% review and advance the Engineer’s Estimate to the 100% complete stage.

11.6. Final PS&E.

The CONSULTANT will provide the final Plans, Specifications, and Cost Estimate to the CITY for approval.

Assumptions/Exclusions:

- a) The City may provide minor comments to the 100% PS&E which must be addressed by the CONSULTANT prior to final approval.

9-07-21

Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project**City Responsibilities

- a) The CITY will prepare the front end contract documents.
- b) The CONSULTANT will combine the front end and the Special Provisions T.
- c) The CITY will upload the plans and specifications to Builder's Exchange of Washington, for distribution to Contractors.

Deliverables:

90% Comments Response	One (1) copy and PDF, and AutoCAD
100% Construction Plans (11" X 17")	Two (2) bound copies , PDF, and AutoCAD
100% Contract Documents	Two (2) bound copies and PDF
100% Engineer's Estimate	One (1) copy and PDF

12. BIDDING SUPPORT

The CONSULTANT will provide the CITY with bidding support, as follows:

12.1. Response to Contractor Questions

The CONSULTANT will prepare written responses to Contractor questions.

Assumptions/Exclusions:

- a) N/A

City Responsibilities

- a) The CITY will forward questions to the CONSULTANT for review and response.
- b) The CITY will compile responses and issue a formal response to contractors.

Deliverables:

Response to Contractor questions	Email
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12.2. Pre-Bid Meeting

Attend Pre-Bid Meeting.

Assumptions/Exclusions:

- a) The CONSULTANT's role will be to answer technical questions during the pre-bid meeting.

City Responsibilities

- a) The CITY will develop the agenda for the Pre-Bid meeting.
- b) The CITY will conduct the pre-bid meeting and develop meeting minutes.

Deliverables:

N/A

12.3. Addenda

Develop up to one (1) addenda, as required during the bidding period.

**Exhibit A: Scope of Work
City of Shoreline
5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project**

Assumptions/Exclusions:

a) N/A

City Responsibilities

- a) The CITY will provide content for any CITY-related addenda items.
- b) The CITY will provide a CITY form (if required) for development of the addenda.

Deliverables:

Addenda	One (1) copy and PDF
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Exhibit A: Scope of Work**City of Shoreline****5th Avenue NE (NE 165th Street – NE 175th Street) Sidewalk Project****13. MANAGEMENT RESERVE**

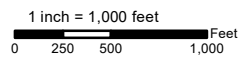
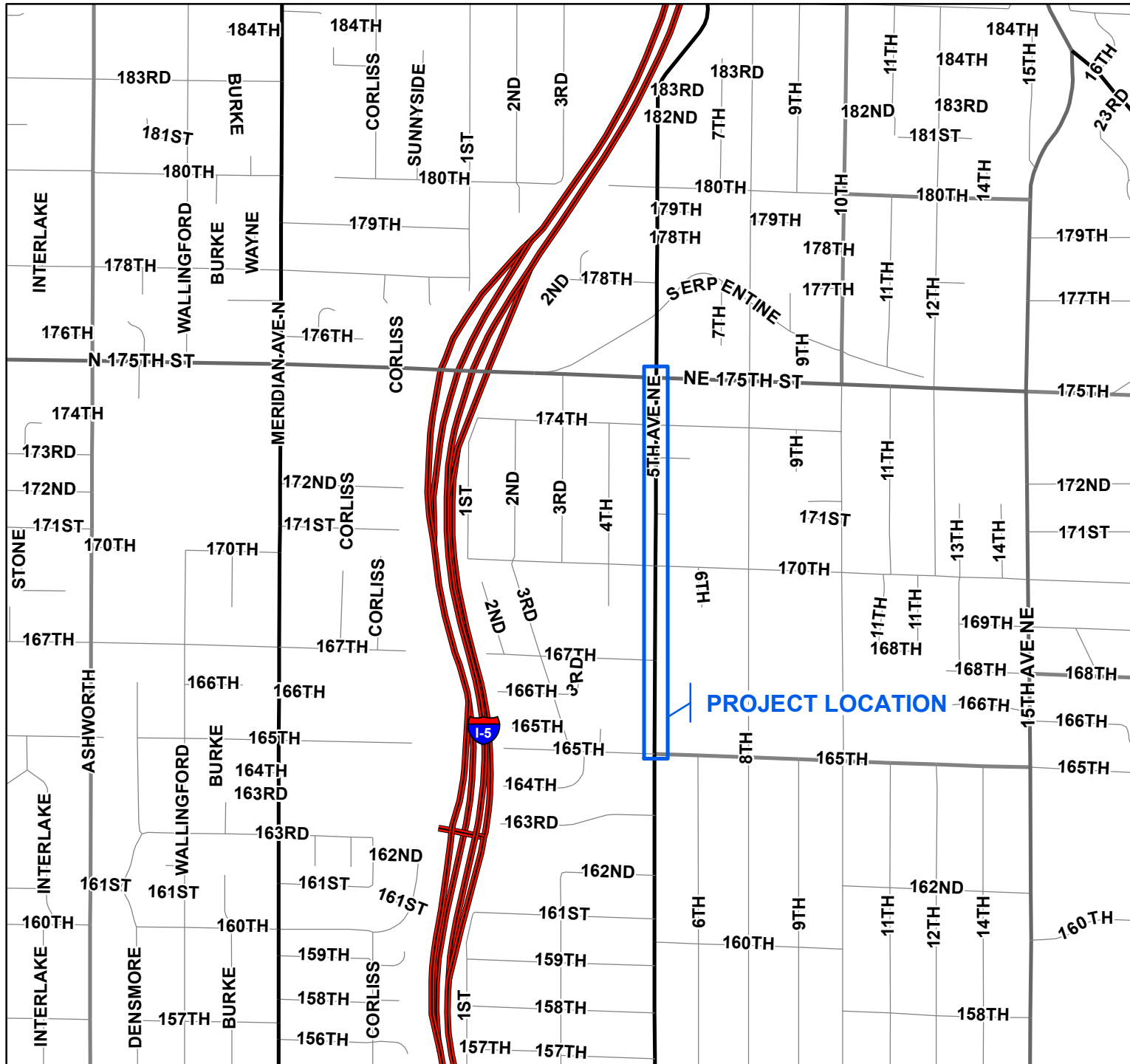
The Management reserve is for the optional services below and other services as they become necessary. Use of the management reserve requires written directive(s) from the City.

Services authorized under management reserve may include but are not limited to the following:

- 13.1. Right of Entry
- 13.2. Utility Survey.
- 13.3. Arborist review of trees within project area
- 13.4. Geotechnical Investigation
- 13.5. Construction Plans
 - 13.5.1. Sidewalk Repair Areas
 - 13.5.2. Driveways
- 13.6. Temporary Construction Easements
- 13.7. Online open House
- 13.8. One-on-one meetings

A budget of \$65,000 has been included for Management Reserve, to be authorized by the CITY as needed.

Vicinity Map
5th Avenue NE:
NE 165th St - NE 175th St



No warranties of any sort, including accuracy, fitness, or merchantability, accompany this product.



CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and Seattle City Light to Attach Utilities onto Seattle City Light Utility Poles (Master Pole Attachment Agreement)
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Christina Arcidy, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City of Shoreline has publicly-owned fiber optic cable to serve City Hall, the Spartan Recreation Center, the Richmond Highlands Recreation Center, the Hamlin Maintenance Facility, and the Linden Maintenance Facility (formerly Ronald Wastewater District Facility). The City attaches the cable to Seattle City Light utility poles where available instead of installing additional utility poles in the right-of-way. In order to utilize Seattle City Light utility poles for this purpose, the City must enter into a Master Pole Attachment Agreement with Seattle City Light. In March 2021, Seattle City Light gave notice that the current Master Pole Attachment Agreement would terminate on October 1, 2021, due to updates to the law and Seattle City Light policies. The proposed new Master Pole Attachment Agreement (Attachment A) is for five years and would expire on September 30, 2026. Tonight, staff is requesting Council approval to authorize the City Manager to enter into the new Master Pole Attachment Agreement with Seattle City Light.

RESOURCE/FINANCIAL IMPACT:

This new Master Pole Attachment Agreement will have no financial impact to the City. The fees and taxes the City currently pays to Seattle City Light will continue under this new interlocal agreement. There would likely be significant additional cost if the City were to relocate its utilities.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into an interlocal agreement (Master Pole Attachment Agreement) with Seattle City Light for the rights to attach utilities to Seattle City Light utility poles.

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

BACKGROUND

In 2009, Shoreline installed significant fiber optic cable and conduit infrastructure during the Aurora Corridor Project. The City has since installed more for the purposes of connecting City-owned facilities with publicly-owned fiber optic cable. In some locations, the fiber and its required equipment have been installed above ground in the City's right-of-way. Since Seattle City Light (SCL) already owns utility poles in the City's right-of-way, the City determined attaching to those poles and paying the fees outlined in [Seattle Municipal Code 21.49.065](#) was more cost effective than installing and maintaining its own utility poles. In order to utilize SCL utility poles for this purpose, the City entered into a Master Pole Attachment Agreement (MPAA) with SCL.

The City last updated the MPAA in 2018, which was set to expire on December 10, 2023. In March 2021, the City was notified that SCL was updating all MPAA's with all entities to address input received from such entities and keep the template consistent with the law and SCL policies. In accordance with Section 8.1 of the current MPAA, the City was notified that the MPAA would terminate effective October 1, 2021. The current MPAA can be found here: [Master Pole Attachment Agreement between City of Shoreline and Seattle City Light](#).

DISCUSSION

The proposed Master Pole Attachment Agreement (Attachment A) will allow the City to keep its fiber located on SCL utility poles. Alternatives to this, such as undergrounding the utilities or placing them on the City's poles, are not feasible due to the high cost of these activities.

The proposed interlocal agreement has almost the same terms as the previous five-year agreement. The proposed interlocal agreement would expire on September 30, 2026.

RESOURCE/FINANCIAL IMPACT

This new Master Pole Attachment Agreement will have no financial impact to the City. The fees and taxes the City currently pays to Seattle City Light will continue under this new interlocal agreement. There would likely be significant additional cost if the City were to relocate its utilities.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into an interlocal agreement (Master Pole Attachment Agreement) with Seattle City Light for the rights to attach utilities to Seattle City Light utility poles.

ATTACHMENTS

Attachment A: Proposed Master Pole Attachment Agreement with Seattle City Light
Authorizing the City of Shoreline to Attach Utilities to Seattle City Light Poles

MASTER POLE ATTACHMENT

AGREEMENT

BETWEEN

CITY OF SHORELINE

AND

THE CITY OF SEATTLE - SEATTLE CITY LIGHT

Master Pole Attachment Agreement

Index

SECTION 1. DEFINITIONS 3

SECTION 2. SCOPE 3

SECTION 3. ISSUANCE OF PERMIT 4

SECTION 4. APPLICATION..... 4

SECTION 5. FEES 4

SECTION 6. REIMBURSEMENT 5

SECTION 7. LATE CHARGES AND INTEREST 5

SECTION 8. TERM AND TERMINATION..... 5

SECTION 9. REQUIREMENTS FOR ATTACHMENT 6

SECTION 10. PERFORMANCE OF WORK..... 7

SECTION 11. MAKE READY WORK 7

SECTION 12. GUYS AND ANCHORS..... 8

SECTION 13. MAINTENANCE 8

SECTION 14. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES..... 8

SECTION 15. RELEASE, INDEMNITY AND HOLD HARMLESS 8

SECTION 16. WORKERS’ COMPENSATION, INSURANCE AND BONDS 9

SECTION 17. PERMISSION FROM LOCAL AUTHORITY, EASEMENTS AND OTHER
PROPERTY RIGHTS..... 11

SECTION 18. NOTICES AND OTHER COMMUNICATIONS..... 11

SECTION 19. COMPLIANCE 12

SECTION 20. NONWAIVER..... 12

SECTION 21. DEFAULT AND CITY’S REMEDIES 13

SECTION 22. ASSIGNMENT; SUCCESSORS AND ASSIGNS..... 14

SECTION 23. SURVIVAL 15

SECTION 24. ENTIRE AGREEMENT 15

SECTION 25. APPLICABLE LAW 15

Appendices

A Application and Permit A1

B Reserved Fiber Agreement, City of Seattle B1

Master Pole Attachment Agreement

This Agreement, dated as of October 1, 2021, is made by and between The City of Seattle, a municipal corporation of the State of Washington, by and through Seattle City Light (hereinafter referred to as "City Light"), and City of Shoreline, hereinafter referred to as "the City").

City Light and the City agree as follows:

SECTION 1. DEFINITIONS

The following words and phrases used in this Agreement shall have the following meanings:

- 1.1 "Attachment" means anything attached to a Pole by the the City for use as part of the City's system, including but not limited to messenger and strand wire, fiber optic cable, coaxial cable, risers, small antennas, equipment boxes, cameras, and all related equipment.
- 1.2 "Co-lash" means placing an additional cable on another cable or messenger wire owned and operated by a different the City, person, or entity.
- 1.3 "Make Ready Work" means Work that City Light requires be performed by City Light or its authorized agent, at the expense of the the City, as a condition of placing Attachments on a Pole, either before approval of the Attachment or as otherwise may be required by City Light in order to meet applicable electrical safety codes.
- 1.4 "Overlash" means placing an additional cable on another cable or messenger wire owned and operated by the same the City, person, or entity.
- 1.5 "Pole" means any utility pole owned in whole or in part by the City of Seattle and under the jurisdiction or managed by Seattle City Light.
- 1.6 "Work" means all work that the the City is responsible for performing and/or paying for, as required by City Light in connection with this Agreement, including but not limited to the attachment, maintenance, repair, relocation and removal of Attachments and related equipment on Poles, Make Ready Work, installation of guys and anchors, Co-lash, Overlash, placement of strand-mounted wireless antennas, and any corrective work required by City Light to correct noncompliant Work.

SECTION 2. SCOPE

- 2.1 This Agreement governs all Attachments, now or hereafter made to any Pole, with or without City Light's consent.
- 2.2 This Agreement also addresses requirements for placing additional cable or equipment on existing Attachments that adds structural load, such as Co-lash, Overlash, or strand-mounted wireless assemblies.
- 2.3 Joint Ownership. The the City understands that some Poles are not owned solely and entirely by City Light but rather owned in part jointly with others. City Light does not, by granting a Permit for any Poles to which it does not have complete or full ownership, in any manner warrant or grant or convey any permit or permitting rights on behalf of any other joint owner(s) of such Poles. City Light has no rights to bargain for or permit for or on behalf of any other joint owner of any Pole. The the City understands and agrees that it shall be required to make appropriate agreements for permits, licenses, or other written consent for Company's use of any jointly owned Poles with all other joint owners of such Poles; provided, further, that the City hereby agrees to be responsible for obtaining the

Master Pole Attachment Agreement

appropriate permission from all joint owners and the City further agrees to hold harmless and indemnify City Light herein from any claims or damages alleged against City Light by reason of the failure of the the City to secure or obtain the appropriate permission, license, or permit from any other joint owners of such Poles.

SECTION 3. ISSUANCE OF PERMIT

City Light agrees that the City may, subject to issuance of individual permits ("Permit") as herein set forth, make use of Poles for the purpose of maintaining Company's Attachments thereon.

SECTION 4. APPLICATION

- 4.1 If the City desires to attach an Attachment to any Pole, the City shall adhere to City Light's current application process and procedures in effect at the time of application.
- 4.2 If the City desires to attach equipment on any existing Attachment, strand, or messenger wire, the City shall also adhere to City Light's current application process or procedures in effect at the time of application. Applications are required for any Co-lash, Overlash, or placement of strand-mounted antenna assemblies. Strand-mounted antenna assemblies must comply with City Light Standard 0095.30.
- 4.3 City Light will make a good faith effort to process applications in an expeditious manner. Once an application is approved, it will be returned to the the City as a Permit.
- 4.4 Permits for Attachment will be valid for one hundred eighty (180) days after City Light approval. the City shall notify City Light within thirty (30) days when installation of Attachments has been completed, using the notification software and process currently used by City Light. the City may request a permit extension for a period of ninety (90) days by demonstrating a need therefor. City Light may allow or disallow such request in its sole discretion. Expiration of the Permit, including any extensions will require a re-submittal of the application.

SECTION 5. FEES

- 5.1 The City shall pay City Light fees for the Attachment of Equipment to the Poles at the current annual rate ("Annual Rate") per SMC 21.49.065, as the same may be amended periodically. the City shall also pay City Light the Annual Rent for any Co-lash.
- 5.2 Company's obligation to pay the Annual Rate for its Attachments and Co-lash shall commence on the effective date of the Permit, and shall be for the balance of the calendar year. New Attachments will be billed at the end of the calendar year in which the Permit was issued. Annual Rates are not prorated.
- 5.3 In addition to the Annual Rate, the City shall pay City Light for all flat rate energy consumed at the Small General Service Schedule pursuant to the Seattle Municipal Code. Attachments may be unmetered if they are fused by City Light at the point of service. Unmetered electric services shall be billed based on fuse rating as listed in City Light Construction Standards. the City shall be responsible for all charges incurred by City Light to replace overloaded fuses. If an unmetered service is not viable or practical, a metered facility must be installed.
- 5.4 City Light shall invoice the City annually. the City shall pay each such invoice within thirty (30) days after Company's receipt thereof. Failure to pay such invoice shall subject the the City to interest pursuant to Section 7 herein and shall be considered a default of this Agreement, subjecting the City to remedies as set forth in Section 21.

Master Pole Attachment Agreement

5.5 The City shall submit to City Light an annual inventory of the number of Poles that the City has made Attachments to and the locations of such Poles. This inventory shall be effective beginning January 1 of each year and shall be submitted to City Light no later than February 1 of each year. Any Attachments not identified in such inventory shall be billed at five times the current Annual Rate. If the City fails to submit an inventory, the City shall pay City Light, in addition to the Annual Rates, all costs associated with City Light having to perform an inventory of Company's Attachments to Poles.

5.6

In addition to the amounts described in Section 5.1, the City shall pay all applicable, and lawful, value-added, sales, use, excise and other taxes, duties, imposts, fees or charges (collectively "Taxes") properly levied or imposed on it by a duly constituted and authorized taxing or other governmental authority with respect to the Company's use of the Poles whether or not such amounts are required to be collected by City Light under applicable law. In addition, City Light shall invoice and the City shall pay all applicable state, local and federal taxes and franchise, tariff, and agreement fees (if any), imposed upon City Light with respect to its activities contemplated under this Agreement. In the event that any authority with jurisdiction imposes a tax on any aspect of the transactions contemplated hereunder including but not limited to taxes imposed pursuant to Chapter 82.29A of the Revised Code of Washington, the City agrees to indemnify, defend and save harmless City Light from and against such taxes or other Taxes and any penalties and interest thereon or costs associated with any attempts to collect the same.

SECTION 6. REIMBURSEMENT

In addition to the fees made pursuant to Section 5 above, the City shall also reimburse City Light within thirty (30) days after receipt of invoice for all amounts due to, and costs incurred by, City Light at Company's expense under the terms of this Agreement.

SECTION 7. LATE CHARGES AND INTEREST

The City shall pay to City Light interest, compounded monthly, at the rate of one percent (1%) per month, on any unpaid fees or other amounts due under this Agreement, from the date due until the date paid. Payment of such interest shall not excuse or cure any breach of or default under this Agreement by the City.

SECTION 8. TERM AND TERMINATION

8.1 This Agreement shall continue in effect for a period of five (5) years from the date hereof.

8.2 Notwithstanding the foregoing, the City may terminate this Agreement at any time upon one hundred eighty (180) days advance written notice to City Light of its intention to do so. Termination pursuant to this section shall not relieve the the City of any obligations that are unsatisfied at the time of termination.

8.3 City Light may terminate this Agreement pursuant to Section 21.

8.4 Company's Duty to Remove Attachments

- (a) The City has the right to remove its Attachments, at its sole expense, at any time on or before the expiration of the Agreement. However, removing Attachments shall

Master Pole Attachment Agreement

not relinquish the Company's obligation to pay the entire Annual Rate, which Rate shall not be prorated.

- (b) Upon expiration of the Agreement, the City shall remove its Attachments and associated equipment from the Poles and surrender all facilities within thirty (30) days (or within such shorter period as is feasible in the case of any hazardous condition).
- (c) If the City fails to remove the Attachments within ninety (90) days of the expiration of this Agreement, City Light may remove and dispose of the Attachments at Company's expense pursuant to Subsection 21.2(e).

8.5 Upon sixty (60) days' notice, City Light may replace this Agreement with a new Master Pole Attachment Agreement to provide updates needed for consistency with the law and City policy.

SECTION 9. REQUIREMENTS FOR ATTACHMENT

- 9.1 Attachments made under this Agreement to Poles shall not disturb or conflict with the electrical infrastructure of City Light or the infrastructure of any co-owner of the Poles. Moving, rearranging, or adjusting of City Light's distribution system to provide space to accommodate Company's Attachments shall be done by City Light or its authorized agent at the expense of the City.
- 9.2 If space is not available for Company's Attachments, no Permit for such Attachment shall be issued. However, City Light shall provide the City non-discriminatory access to any Pole unless there is insufficient capacity or for reasons of safety or reliability.
- 9.3 Attachments are to be made only as approved by City Light, and shall be in accordance with requirements of the National Electrical Safety Code, the Washington Electrical Construction Code, the Washington Administrative Code, Washington statutes, the Seattle Municipal Code and City Ordinances, and any applicable City of Seattle rules, regulations, standards or guidelines as now in force and as revised or changed in the future. City Light Standards may be found on City's Light's website.
- 9.4 All messenger cables must have sufficient strength and capacity to carry the original cable and subsequent cables either through Overlash, Co-lash, or strand mounted antenna assemblies as permitted by Seattle Municipal Code. The total number of cables on each messenger shall not exceed the requirements set forth in Seattle Municipal Code or City Light Standards.
- 9.5 All Attachments and associated equipment on each Pole shall be identified by a tag containing the assigned numerical code for the the City. Each tag must be prepared, comply with and be installed as per Seattle City Light Construction Standards.
- 9.6 Failure to comply with Section 9 shall be considered a default of this Agreement, and the City may be subject to remedies for such default pursuant to Section 21.

SECTION 10. PERFORMANCE OF WORK

- 10.1 The the City is responsible for paying for all Work required by City Light in connection with this Agreement, including but not limited to the attachment, maintenance, repair, relocation, and removal of Attachments and related equipment on Poles, all Make Ready Work pursuant to Section 11, installation of guys and anchors pursuant to Section 12, Co-lash, Overlash, placement of strand-mounted wireless antennas, and all Work required by City Light to correct noncompliant Work.

Master Pole Attachment Agreement

- 10.2 the City shall perform the Work in a professional and skillful manner and comply with the National Electrical Safety Code, the Washington Electrical Construction Code, the Washington Administrative Code, Washington statutes, the Seattle Municipal Code and City Ordinances, and any applicable City of Seattle rules, regulations, standards or guidelines. the City shall ensure that the Work and the Attachments are in all respects safe, meet applicable code specifications, free from all faults and defects in workmanship, material, and design, and in conformance with the requirements of this Agreement.
- 10.3 The City shall promptly and satisfactorily correct or replace any Work or Attachments found to be defective or not in conformity with the requirements of this Agreement (including, but not limited to, the requirements of Section 9 and Section 10). If the City fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, within sixty (60) days after notification by City Light to do so, City Light may perform such Work and make such corrections and replacements at Company's expense. If City Light discovers a violation that is likely to cause bodily harm or death, City Light will notify the the City by phone or electronic means that it must resolve the hazard immediately. In such event, the City shall resolve the hazard within twenty-four (24) hours, and the the City acknowledges that it bears the sole responsibility and liability for any hazards left unresolved.
- 10.4 The City shall, at all times, keep work areas in a neat, clean and safe condition, clear of rubbish, refuse and other debris. Upon completion of any portion of the Work, the City shall promptly remove all rubbish, refuse and other debris and all Equipment and surplus materials. If the City fails to do so, City Light may perform such work at Company's expense.
- 10.5 Failure to comply with Section 10 shall be considered a default of this Agreement, and the City may be subject to remedies for such default pursuant to Section 21.

SECTION 11. MAKE READY WORK

- 11.1 Make Ready Work includes the following work, which City Light requires be performed by City Light or its authorized agent, at the Company's sole cost and expense, prior to the the City performing its Work:
- (a) Electrical work necessary to provide sufficient space, clearance, and structural integrity on or between Poles, pursuant to applicable safety codes or construction guidelines; and
 - (b) Tree trimming and other work necessary to clear vegetation from high voltage distribution circuits, as required by Washington Administrative Codes (WAC).
- 11.2 The City is required to pay City Light for such costs before City Light performs its Make Ready Work. Nothing in this Agreement shall prohibit the City from proposing alternate routes to avoid Make Ready Work.
- 11.3 The City shall not install wood crossarms to provide space for Attachments or equipment. The approved City Light communication bracket as detailed in City Light Standards may be used to provide additional space for Attachments provided all required clearances are maintained. the City bears sole responsibility to ensure Poles are safe to climb and shall support the additional load imposed by the added Attachment or equipment. City Light is solely responsible for determining height standards of Poles and conditions that warrant replacement. All replacement Poles must meet the pole restrictions required by applicable jurisdictions, Municipal Codes, City Light Construction Standards, and current engineering

Master Pole Attachment Agreement

practices.

- 11.4 If needed to perform Make Ready Work, City Light may direct the the City to first rearrange, adjust, or relocate Attachments owned by other entities. the City is responsible for notifying the other entities that such work is needed, and for ensuring that such work is performed.
- 11.5 Failure to comply with this Section 11 shall be considered a default of this Agreement, and the City may be subject to remedies for such default pursuant to Section 21.

SECTION 12. GUYS AND ANCHORS

The City shall install its own guys and anchors necessary to support the additional strain imposed on any Pole by the Attachments. Use of City Light anchors is restricted to City Light and other co-owners of the Pole(s). Guys are required to be insulated per City Light Construction Standards. Guy markers shall be installed and meet the visibility requirements as set forth in federal, state and local codes. If the City fails to install such guys or anchors within sixty (60) days of notice by City Light, City Light reserves the right to install such guys and anchors at Company's sole expense. the City shall reimburse City Light for the entire cost of such installation or replacement (including, but not limited to, the cost of installing or transferring guys to such anchors). Failure to comply with this Section 12 shall be considered a default of this Agreement, and the City may be subject to remedies for such default pursuant to Section 21.

SECTION 13. MAINTENANCE

The City shall maintain all Attachments and related equipment attached to any Pole in good and safe condition and state of repair.

SECTION 14. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES

Changes in location of Company's Attachments as required by City Light due to the Pole(s) being relocated, replaced, or removed shall be made by the City at Company's own expense within thirty (30) days after receipt of notice by City Light. the City shall confirm the transfer using the transfer notification software and process currently used by City Light. City Light shall use its best efforts to avoid any such relocation, replacement, or removal that may impact or interrupt Company's business. If the City fails or refuses to perform any Work required by this Agreement or to make any such changes in location of Attachments pursuant to Section 10.3, City Light may, using its own employees or by contract, perform such Work and make such changes to location of Attachments at Company's expense.

SECTION 15. RELEASE, INDEMNITY AND HOLD HARMLESS

15.1 The City releases and shall defend, indemnify and hold harmless City Light, its successors and assigns, and the respective directors, officers, employees and agents of City Light and its successors and assigns (collectively referred to as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with the attachment, relocation, or removal of any Attachment to any Pole, the performance of any Work, the operation of any equipment related to the Company's system, or the acts or omissions of the City or any of its suppliers or contractors of any tier, the respective successors and assigns of the City or any such suppliers or contractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on Company's behalf in connection with said Attachments, performance of Work, or operation of

Master Pole Attachment Agreement

Company's system unless caused by the negligence or intentional acts of the Indemnitees.

- 15.2 Such indemnity, protection and hold harmless shall include any demand, claim, suit or judgment for damages to property or injury to or death of persons, including officers, agents, and employees of either party hereto including payment made under or in connection with any Workers' Compensation Law or under any plan for employees disability and death benefits, which may arise out of or be caused or contributed to by the erection, maintenance, presence, use or removal of Company's Attachments or by the proximity of the respective cables, wires, apparatus and appliances of the City including any claims or demands of customers of the the City with respect thereto.
- 15.3 City Light shall not be liable to the the City or to the Company's customers, and the the City hereby indemnifies, protects and saves harmless City Light against any and all such claims or demands, suit or judgment for loss, liability, damages and expense by the Company's customers, for any interruption to the service of the the City, or for interference with the operation of the cables, wires, and appliances of the the City unless caused by the negligence or intentional acts of City.
- 15.4 City Light shall not be liable to the the City for any special, indirect, incidental, consequential, exemplary, and/or punitive damages in connection with or otherwise arising out of this Agreement and the City expressly waives any claim for such damages.
- 15.5 To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply to and for the benefit of the Indemnitees. If it is determined that RCW 4.24.115 applies to this Agreement, the the City agrees to defend, indemnify and hold harmless the Indemnitees to the maximum extent permitted thereunder, and specifically for the Company's negligence concurrent with that of the Indemnitees to the full extent of the Company's negligence.
- 15.6 Solely and expressly for purposes of its duties to defend, indemnify and hold harmless, the the City specifically waives any immunity it might have under the State Industrial Insurance law, RCW Title 51, or any similar worker's compensation act, in the event that a claim is made against the City for an injury to any employee of the City. THE the City ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.
- 15.7 The provisions of this Section 15 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

SECTION 16. WORKERS' COMPENSATION, INSURANCE AND BONDS

- 16.1 The City shall maintain continuously for the term of this Agreement, at its own expense, general liability insurance covering the activities and services of this Agreement (the term insurance shall also include self-insurance or any form of alternative risk financing). The minimum limit of liability shall be \$1,000,000 each occurrence. The insurer must have A.M. Best ratings of at least A- VII and be licensed to conduct business in the State of Washington unless procured as surplus lines under the provisions of chapter 48.15 RCW or otherwise approved by City Light. Self-insurance or alternative risk financing programs shall be approved on a case-by-case basis.
- 16.2 Such insurance shall:
- (a) Include the City of Seattle, its agents and joint users as additional insureds for

Master Pole Attachment Agreement

primary and non-contributory limits of liability. THE ADDITIONAL INSURED POLICY PROVISION MUST COVER GOVERNMENTAL PERMITTING PER THE ISO CG 20 12 ENDORSEMENT OR EQUIVALENT; “OWNERS, LESSORS OR CONTRACTORS” FORMS AND/OR LANGUAGE THAT LINK ADDITIONAL INSURED STATUS TO WRITTEN AGREEMENTS MUST NOT BE USED AS PERMITS ARE NOT WRITTEN AGREEMENTS.

- (b) Include a waiver of subrogation in favor of the City of Seattle, its agents and joint users and all other indemnities.
 - (c) Not be cancelled without thirty (30) days prior written notice to the City, except ten (10) days’ notice with respect to cancellation for non-payment of premium, and
 - (d) Include a “cross liability”, “severability of interests” or “separation of insureds” clause.
- 16.3 The City shall ensure that any subcontractor of any tier performing any Work pertaining to the Permit shall be contractually obligated by the the City to assume the requirements of Sections 15 and 16 herein.
- 16.4 The limits of liability specified above are minimum limits only; they shall not be construed to limit the liability either of the the City, any of its subcontractors of any tier or any of their respective insurers; where the City of Seattle is required to be an additional insured under general liability insurance coverage, it shall be an additional insured for the total limits of liability maintained by the the City or any of its subcontractors of any tier, whether such limits are primary, excess, contingent or otherwise.
- 16.5 Prior to commencement or performance of any the Work, the the City shall provide, or cause any of its authorized insurance representatives to provide, City Light with:
- (a) A certificate of liability insurance with sufficient detail to document compliance with the requirements herein, and
 - (b) An actual copy of the designated or blanket additional insured general liability policy provisions documenting that the City of Seattle is an additional insured for primary and non-contributory limits of liability.
- The insurer(s) issuing such insurance and the policy and endorsement language of each policy shall be subject to approval by City Light.
- 16.6 Valid and current insurance certification shall be maintained continuously on file and shall be issued and delivered to City Light by mail at the address listed in Section 18 no later than January 1st of each year. In addition, the insurance certification, including any notice of cancellation/reinstatement, shall be delivered electronically to fax number (206) 470-1270 or as an email attachment in Adobe PDF format to riskmanagement@seattle.gov.
- 16.7 The the City shall promptly advise City Light, Asset Management and Large Projects, Joint Use of all claims relating to damage to property or injury to or death of persons arising or alleged to have arisen in any manner by, or directly or indirectly associated with, the erection, maintenance, presence, use or removal of the Company’s Attachments. Copies of all accident or other reports made to any insurer by the the City shall be furnished to City Light by mail at the address listed in Section 18.
- 16.8 The requirements of this Agreement as to insurance and acceptability to City Light of insurers and insurance to be maintained by the City are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by the City under

Master Pole Attachment Agreement

this Agreement.

- 16.9 the City shall ensure that, with respect to all persons performing the Work, the City or its suppliers or contractors maintain in effect at all times during the term coverage or insurance in accordance with the applicable laws relating to workers compensation and employer's liability (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. the City shall furnish to City Light such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as City Light may request.
- 16.10 Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice.
- 16.11 In addition, the City shall furnish to City Light, at such times and in such forms as City Light may in writing request, surety bonds with performance, payment and maintenance clauses payable to City Light.
- 16.12 The provisions of this Section 16 shall not apply to public entities.

SECTION 17. PERMISSION FROM LOCAL AUTHORITY, EASEMENTS, AND OTHER PROPERTY RIGHTS

- 17.1 The City shall obtain and comply with, and shall ensure that the Attachments, the Work, and all of Company's suppliers and contractors of any tier obtain and comply with, all easements, rights-of-way, franchises, permits, licenses, and other property rights and interests necessary or required to perform the Work and operate the Attachments and the Company's system in accordance with this Agreement. the City shall furnish to City Light such evidence thereof (such as certified copies of easements, rights-of-way, franchises, permits, and licenses) as City Light may request, including evidence satisfactory to City Light of Company's authority to erect and maintain its facilities within the public right-of-way, and any necessary permission or consent from federal, state, or municipal authorities.
- 17.2 This Agreement shall not be construed as requiring City Light to obtain any easement for the benefit of the the City.
- 17.3 The City shall secure from property owners, at its own expense, any easement necessary to cross private property in order to connect to Poles.

SECTION 18. NOTICES AND OTHER COMMUNICATIONS

- 18.1 Except as otherwise provided herein, any notice, request, approval, consent, instruction, direction or other communication given by either party to the other party pursuant to this Agreement shall be in writing and shall be delivered by personal delivery, by first class U.S. mail, or by electronic mail, to the parties at the following respective addresses:

Master Pole Attachment Agreement

To City Light:
Seattle City Light
Attn: Joint Use Manager
3613 4th Avenue South
Seattle, WA 98134
Stephen.Crume@seattle.gov
PH: (206) 615-1385

To: the City
City of Shoreline
Attn: Christina Arcidy
17500 Midvale Ave N
Shoreline, WA 98133-4905
carcidy@shorelinewa.gov
PH: (206) 801 - 2216

City Light Remittance Address for Rate Payment:
Seattle City Light
PO Box 94648
Seattle, WA 98124-646

If the Company's address is not listed above, notice shall be delivered to the address listed in the signature block below.

- 18.2 Notwithstanding the foregoing, City Light requires the the City to deliver, by mail, personal delivery or electronic mail, a copy of any original applications or other documents containing an original signature.
- 18.3 All notices shall be deemed received: (a) upon actual receipt if delivered personally to the designee listed above or if electronically transmitted to the designee listed above; or (b) three (3) business days following first class mailing.
- 18.4 Either party at its discretion may from time to time designate a new address for notices and other communication.

SECTION 19. COMPLIANCE

- 19.1 In the performance of the Work and this Agreement, the City shall comply with, and shall ensure that the Attachments, the Work, and all of Company's suppliers and contractors of any tier comply with, all applicable:
 - (a) laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, of any governmental authority;
 - (b) industry standards and codes; and
 - (c) City Light's construction guidelines, specifications, rules, and regulations which apply to Company's Work. (May be provided by City Light upon request).
- 19.2 the City shall furnish such documents as may be reasonably required to effect or evidence compliance. All laws, regulations, and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

SECTION 20. NONWAIVER

The failure of City Light to insist upon or enforce strict performance by the City of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

Master Pole Attachment Agreement
SECTION 21. DEFAULT AND CITY'S REMEDIES

21.1 City Light's Right to Terminate or Cancel

- (a) Notwithstanding other remedies provided for in this Agreement, City Light may terminate this Agreement if the City fails to pay any sum due to City Light under this Agreement, or to provide and maintain the Insurance or other security as required in this Agreement.
- (b) Notwithstanding other remedies provided for in this Agreement, City Light may terminate this Agreement or cancel a particular Permit or Permits for specific Pole Attachments if the City defaults in any manner in performing any Work or action required under this Agreement.
- (c) Notwithstanding other remedies provided for in this Agreement, City Light may terminate this Agreement if the City has not applied for any Permit within six (6) months from the date of Agreement execution and does not have any other Attachments on a Pole.
- (d) City Light shall give the City written notice of any default and its intent to terminate this Agreement or cancel a Permit pursuant to this Section. the City shall have thirty (30) days from the date on the written notice to cure such default.
- (e) Any termination or cancellation of a Permit pursuant to this Section shall be effective immediately upon Company's failure to cure its default within thirty (30) days following City Light's written notice of termination to the City.
- (f) Termination of this Agreement or cancellation of any specific Permit shall not release the City from any liability or obligations under this Agreement, including, without limitation, the obligation to continue to pay fees, costs, charges or interest as provided in this Agreement for such time as Company's Attachments remain on City Light's Poles, Company's obligation to pay any costs and expenses incurred by City Light for the removal of Company's Attachments or related equipment, and financial penalties imposed by City Light for failure of the City to remove its Attachments and equipment in accordance with this Agreement.

21.2 Company's Duty to Remove Attachments or Perform Work

- (a) Upon termination of this Agreement, or cancellation of any Permit or Permits issued pursuant to this Agreement, the City agrees to remove its Attachments and all equipment from any Poles affected within thirty (30) days after the effective date of such termination or cancellation (or within such shorter period as is feasible in the case of any hazardous condition), at Company's sole expense.
- (b) If the City fails to perform any Work required by City Light pursuant to this Agreement or fails to remove any Attachment or equipment upon cancellation of any specific Permit or upon termination of this Agreement, City Light shall have the right to perform such Work, on its own or through a contractor, and to effect such removals.
- (c) In case of emergency or immediate service needs of City Light, City Light may perform such removal or Work without notice to the City or upon such notice as may be reasonable under the circumstances.

Master Pole Attachment Agreement

- (d) The City shall pay all costs and expenses of any Work or removal performed by City Light. the City shall pay such costs within thirty (30) days of the date of City Light's invoice for such costs
- (e) If City Light removes any of Company's Attachments on City Light's Poles pursuant to this Section or any other Section of this Agreement, City Light has the right to any one or combination of the following options with regard to the removed equipment:
 - (i) City Light may hold such Attachment as additional security for the payment of any sums due under this Agreement;
 - (ii) City Light may sell such Attachment at a public or private sale without notice to the City, and apply the proceeds to the payment of sums due under this Agreement, and turn over the balance, if any, to the City;
 - (iii) City Light may consider such Attachment abandoned without notice to the City, and use such Attachments for its own purposes; and/or
 - (v) City Light may return such equipment over to the City.

21.3 Remedies in Lieu of Termination or Removal

- (a) If the City fails to cure a default or violation of this Agreement within the required time:
 - (i) City Light may impose a penalty upon the City pursuant to SMC 21.49.140 or as amended. the City shall pay City Light within thirty (30) days of the date of an invoice therefor.
 - (ii) City Light may discontinue any Make Ready Work on any of Company's Attachments on Poles and may discontinue processing Company's applications to attach to Poles, until the default is cured.
- (b) If the City fails to remove its Attachment from any Pole within the required time following termination or cancellation:
 - (i) City Light may impose a penalty upon the City pursuant to SMC 21.49.140 or as amended. the City shall pay City Light within thirty (30) days of the date of an invoice therefor.
 - (ii) City Light may discontinue any Make Ready Work on any of Company's Attachments on Poles and may discontinue processing Company's applications to attach to Poles, until the Attachments are removed.

SECTION 22. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- 22.1 The City shall not assign, transfer, or otherwise dispose of any of the privileges granted under this Agreement without the prior written notice to, and consent of, City Light. Upon notice of such assignment or transfer, City Light may provide written consent, which consent may be granted or withheld in City Light's sole discretion. City Light's consent to any assignment does not release the the City from liability or any obligation within this Agreement, whether before or after consent or assignment.

Master Pole Attachment Agreement

22.2 Company’s failure to provide notice or obtain City Light’s consent pursuant to this Section shall be considered a material default pursuant to Section 21 herein. In such event, City Light may terminate Company’s Permit, and remove Company’s Attachments, or City Light may terminate Company’s Permit and require the successor the City to enter into a new Agreement with City Light.

SECTION 23. SURVIVAL

The obligations imposed on the City under all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

SECTION 24. ENTIRE AGREEMENT

24.1 The entire Agreement shall consist of the general terms and conditions contained in this Agreement and all the Appendices issued concurrent with or subsequent to the execution of this Agreement and any amendments to this Agreement.

24.2 The rights and obligations of the parties hereunder shall be subject to and governed by this Agreement. This Agreement sets forth the entire agreement of the parties and nullifies and supersedes any and all prior Master Pole Attachment Agreements, with respect to the attachment of equipment to the Poles.

24.3 Except as otherwise permitted herein, this Agreement may not be modified except by a writing executed contemporaneously herewith or subsequent hereto signed by both parties.

24.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

SECTION 25. APPLICABLE LAW

This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

the City

Date Signed: _____

Print Name: _____

Address: _____

Signature: _____

Title: _____

Master Pole Attachment Agreement

The City of Seattle - Seattle City Light

Date Signed: _____

Print Name: _____

Address: 3613 4TH Ave S

Signature: _____

Seattle, WA 98134

Title: _____

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussing Park Improvements and Property Acquisition Priorities and Funding
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Christina Arcidy, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Discussion

PROBLEM/ISSUE STATEMENT:

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

At its Strategic Planning Workshop on February 28, 2020, the Council asked staff to prepare a proposal and recommendations for placing a bond measure before the voters in 2020 for priority park improvements and property acquisition. The Council Strategic Planning Workshop was held prior to the Declaration of Health Emergency for COVID-19, and due to the public health emergency, Council decided not to place the item on the ballot until the April 2021 Special Election. While the April 2021 measure was supported by voters, it failed to validate, so Council subsequently directed staff to place the measure on the November 2021 General Election. However, staff failed to file the necessary paperwork by the deadline and therefore the item will not appear on the November 2021 General Election ballot.

The City Council's Goals for 2021-2023 includes an Action Step to "Continue to Implement the Parks, Recreation, and Open Space Plan, including implementation of the 2021 Park Bond if approved by voters." Tonight, staff will be asking Council for guidance on next steps towards potentially placing a bond measure before the voters. Several policy questions are presented for Council discussion.

FINANCIAL IMPACT:

While there is no direct financial impact to this staff report, it recommends that Council place a \$38.5M bond measure for park improvements and property acquisition on a future ballot. It also recommends using \$3.4M from the City's unreserved, unrestricted

fund balance for the same purpose. A detailed analysis of the financial impact on taxpayers is included in the Discussion section of this report.

RECOMMENDATION

Staff recommends that Council direct staff to prepare legislation and other materials necessary for placing a funding measure on the February 2022 Special Election ballot for \$38,500,000 for park improvements and park land acquisition and restrict \$3,400,000 of the City's unreserved, unrestricted fund balance for the same purpose.

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

INTRODUCTION

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

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

The City Council re-emphasized the importance of park improvements and land acquisition in its 2021-2023 City Council Goals and Workplan:

- Goal 2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment.
 - Action Step 2: Continue to Implement the Parks, Recreation, and Open Space Plan, including implementation of the 2021 Park Bond if approved by voters

The City Council's guidance from its February 28, 2020, Strategic Planning Workshop was for staff to develop a proposal for a voter approved bond measure to fund improvements to parks and park land acquisition. After initially postponing action due to the COVID-19 emergency, Council placed a bond measure on the April 2021 Special Election. While the measure received 72% votes approving the measure, it failed to reach the 60% validation requirement for a bond measure. Council subsequently directed staff to place the measure on the November 2021 General Election, however staff failed to file the necessary paperwork by the deadline and therefore the item will not appear on the November 2021 General Election ballot.

If Council is interested in moving forward with a ballot measure in 2022, staff would like guidance on these additional policy questions:

1. Should the City move forward with the ballot measure for park improvements and park land acquisition, and if so, when?
2. What is the overall bond measure cost?

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

BACKGROUND

2006 Park Bond Measure

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

2019 Proposition 1

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

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

The PROS Plan also includes a recommendation for a new Community and Aquatics Center (CAC) to replace the Shoreline Pool and Spartan Recreation Center and strategies to make sure Shoreline's park and urban forest system keeps pace with growth in the City.

The City Manager appointed Shoreline residents to serve on the Parks Funding Advisory Committee (PFAC) to explore funding options and prioritize projects for park improvements and the CAC based on the PROS Plan vision and framework. Using the Committee's input, the City Manager made a recommendation on park funding to the City Council.

On July 29, 2019, the City Council approved placing Shoreline Proposition 1 on the November 5, 2019, general election ballot. Approval of Proposition 1 would have funded the construction of the new Shoreline Aquatics, Recreation, and Community Center (ShARCC) as well as improvements to four community parks. With an approval vote of 54% (60% approval is needed for a bond measure), Shoreline Proposition 1 failed.

2020 Parks, Recreation, and Cultural Services/Tree Board Recommendation

After Proposition 1 failed and Council postponed the placement of a different bond measure on the August 2020 Primary and November 2020 General Election ballots, the Parks, Recreation, and Cultural Services/Tree (PRCS) Board's Parks Sub-Committee focused their attention on reviewing the prior recommendations for funding park

improvements and park acquisitions for a potential April 2021 Special Election bond measure.

The Parks Sub-Committee met 14 times between July 2020 and September 2020, which included four meetings with City staff. The sub-committee, which was comprised of three board members who had all served on PFAC, used five criteria to craft their recommendation to the PRCS/Tree Board:

- Community Engagement – prioritize input from the Shoreline Community (PFAC and PROS Plan)
- Equity-Based Investment – Considered underfunded parks and underserved groups
- Invest Across the Shoreline Community
- Balance Investment in Current Parks with Acquisition – Consider improving existing property with the need for future park development
- Bond Size – Renewal level at \$26M versus increased at \$38.5M

The Parks Sub-Committee presented their recommendation to the full PRCS/Tree Board on September 24, 2020. The PRCS/Tree Board voted unanimously to endorse the Sub-Committee's recommendation. Staff considered the PRCS/Tree Board Recommendation as part of the staff recommendation presented to Council tonight.

Council Discussions

The City Council's Goals for 2020-2022 includes an Action Step to "Implement the Parks, Recreation, and Open Space Plan, including priority park improvements and acquisition of additional park properties." At its Strategic Planning Workshop on February 28, 2020, the Council asked staff to prepare a proposal and recommendations for placing a bond measure before the voters in 2020 for priority park improvements and property acquisition. The Strategic Planning Workshop agenda and white papers can be found here: [Strategic Planning Workshop Packet, February 28-29, 2020](#).

The Council's Strategic Planning Workshop was held prior to the Declaration of Health Emergency for COVID-19. On March 30, 2020, the City Council discussed whether to place a bond measure, ranging from \$21.1M to \$38.5M, for park property acquisition and park improvements, on the August 2020 primary ballot. The Council determined then that the timing was not appropriate for the measure to appear on the August ballot given the COVID-19 Health Emergency. Council directed staff to bring this item back for further discussion to determine if a measure should be placed on the November 2020 General Election ballot or a future election. The staff report from the March 30 discussion can be found here: [Discussing Park Improvements and Property Acquisition Priorities and Funding](#).

This was discussed again at the June 15, 2020, Council meeting, where the Council again determined the time was not appropriate given the continued impacts of COVID-19. The Council directed staff to bring this item back for further discussion to determine if a measure should be placed on the April 2021 Special Election. The staff report from the June 15 discussion can be found here: [Discussing a Potential General Election Bond Measure for Park Improvements and Acquisition](#).

Council discussed the potential for a bond measure again at the November 2, 2020, Council meeting. Of the four policy questions discussed that evening, Council only gave direction on the bond measure length, which they agreed could be 20 years. Given the expected record-breaking returns for the 2020 November General Election, Council determined that they wanted to know the validation requirements for the 2021 elections before they gave further direction on the other three policy questions. The staff report from the November 2 discussion can be found here: [Discussing Park Improvements and Acquisition Priorities and Funding](#).

During the December 7, 2020, Council meeting, Council gave staff direction to prepare legislation and other materials necessary to place a bond measure on the April 2021 Special Election ballot. Council gave direction that the bond measure should be for \$38.5M for a length of 20 years for a mix of park improvement and park acquisitions. The staff report from the December 7 discussion can be found here: [Continued Discussion of Park Improvement and Acquisition Priorities for Potential Bond Measure](#).

After the April 2021 Special Election failed to validate, the Council again gave staff direction to prepare legislation and other materials necessary to place the same bond measure package on the November 2021 General Election. The staff report from the June 14 Council discussion on this action can be found here: [Discussion of Ordinance No. 932 - Authorizing the Placement of a Ballot Measure on the 2021 November General Election Ballot to Authorize a Property Tax Bond Measure for Park Improvements and Park Land Acquisition](#).

Staff failed to file the necessary paperwork with King County Elections by the deadline and therefore the ballot measure will not appear on the November 2021 General Election ballot.

DISCUSSION

Tonight, Council is asked to discuss the following policy questions regarding a possible bond measure for park improvements and park land acquisitions:

1. Should the City move forward with the ballot measure for park improvements and park land acquisition? If so, when?
2. What is the overall bond measure cost?

Should the City Move Forward with the Ballot Measure for park improvements and park land acquisition, and if so, when?

As previously stated, the April 2021 Special Election Ballot to authorize a property tax bond measure for park improvements and park land acquisition failed. While the measure had support from 72% of the ballots counted, the measure failed to validate because less than 40% of the votes cast in the November 2020 General Election were cast in the April 2021 Special Election. Given the strong community support for the April 2021 ballot measure and previous support through the previous public processes noted above, Council will be discussing whether to direct staff to prepare legislation to place a ballot measure for park improvements and park land acquisition on a future ballot.

Upcoming Ballot Measures

When the City considers placing a bond measure on the ballot, it takes into account the other potential measures likely in front of voters around the same time. The following table presents a list of anticipated ballot measures between 2022 and 2024.

Potential Ballot Measures 2022-2024

Election	Potential Measure
2022	City of Shoreline Property Tax Levy Lid Lift
2022	Shoreline School District O&M Levy Replacement/Renewal
2022	Shoreline School District Technology Levy Replacement/Renewal
2023	King County Puget Sound Emergency Radio
2023	King County Veteran and Human Services Levy
2024	King County Automated Fingerprinting

The City Manager has discussed the potential for the Park Bond to be placed on the February 2022 Special Election Ballot, the same election in which two School District levies will be on the ballot, with the Shoreline School District Superintendent. The City Manager is sensitive to the fact that traditionally, the City and the School District have not placed measures on the same ballot. To date, the Superintendent has not shared any concerns about the possibility of the City having a measure on the same ballot.

The City is also exploring whether to place a Property Tax Levy Lid Lift on the November 2022 General Election Ballot. Staff plans to convene a community advisory committee in Spring 2022 to make a recommendation to the City Manager for what should be included in the Levy Lid Lift. The City Manager anticipates making a recommendation to City Council by Summer 2022 in order to meet the August deadline for potential inclusion in the November 2022 General Election.

Approval and Validation Requirements

As noted above, a bond measure requires a minimum 60% 'yes' vote to pass. Special and primary elections require that in order for the ballot measure to 'validate,' that at least 40% of the number of votes cast in the previous general election need to be cast in the special or primary election. It is expected that the number of active registered voters who vote in the off-cycle November 2021 General Election will be lower than the November 2020 General Election based on prior year ballot return statistics. In the table below, if there is an "N/A" under the Active Registered Voters and Ballots Returned columns, that means there were no ballots mailed to Shoreline precincts.

Ballot Return Statistics 2016-2021

Year		Feb	Apr	Aug	Nov	Year		Feb	Apr	Aug	Nov
2016	Active Registered Voters	N/A	N/A	N/A	37,993	2019	Active Registered Voters	N/A	N/A	38,427	38,359
	Ballots Returned	N/A	N/A	N/A	31,231		Ballots Returned	N/A	N/A	13,431	19,606
	Ballots Ready for Counting	N/A	N/A	N/A	30,863		Ballots Ready for Counting	N/A	N/A	13,238	19,418
2017	Active Registered Voters	37,865	N/A	37,801	37,451	2020	Active Registered Voters	N/A	N/A	N/A	40,569
	Ballots Returned	14,526	N/A	12,205	14,632		Ballots Returned	N/A	N/A	22,038	35,321
	Ballots Ready for Counting	N/A	N/A	12,056	14,459		Ballots Ready for Counting	N/A	N/A	N/A	N/A
2018	Active Registered Voters	37,264	N/A	37,430	37,633	2021	Active Registered Voters	N/A	40,105	40,161	-
	Ballots Returned	11,743	N/A	16,987	28,978		Ballots Returned	N/A	14,108	13,661	-
	Ballots Ready for Counting	N/A	N/A	N/A	N/A		Ballots Ready for Counting	N/A	13,970	13,865	-

For Special and Primary Elections for 2016-2021, ballot returns have fluctuated between 11,743 and 22,038, with an average of 15,005 ballots returned. Off-cycle election years had an average of 13,567. Because the November 2021 General Election has not yet happened, we do not know how this would impact validation for 2022 elections.

Election Costs

Election costs are based upon a jurisdiction’s proportionate share. Each jurisdiction’s cost is determined by taking the total number of registered voters in the jurisdiction and dividing it by the total number of all registered voters in all participating jurisdictions in the election. Election costs vary from one election to the next, depending on a variety of factors. Special elections in February and April are often shared by a smaller number of jurisdictions, thus the proportional share is often greater. In the case of a single jurisdiction election, the cost would be 100%.

The cost of participating in a local voters’ pamphlet is no longer processed separately from election costs. King County Elections is now required to produce a local voters’ pamphlet for all elections ([RCW 29A.32.210](#)). This is a change from past years where districts had to request that King County Elections publish a local voters’ pamphlet for a special election in February or April. Now, a local voters’ pamphlet will be published for all districts in an election automatically for the February, April, August and November elections.

King County Elections estimates the cost of the February 2022 Special Election to be between \$91,181 and \$103,923, which includes the cost of the election and voter pamphlet. There will be at least one other special purpose district (Shoreline School District) on the ballot with whom the City would share the election costs.

What Should the Overall Bond Measure Cost?

The current parks and open spaces bond measure (approved by voters in 2006) is set to retire this year and be removed from property tax bills in 2022. A property owner of a median priced home is paying approximately \$76 in 2020 in property tax towards the repayment of the 2006 bonds.

Parks Improvement and Land Acquisition Package Cost

The April 2021 Special Election bond measure package was for a total of \$38.5 million for park improvements and property acquisition, which are outlined in the table below.

April 2021 Special Election Bond Measure

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

The cost estimate for the April 2021 measure was originally developed in 2018 along with the preliminary designs. In August 2020, the estimates were increased by 2% to account for inflation. Staff recently analyzed inflation of both the cost of materials and construction. The 2021 Construction Cost Index is 8.43%, as opposed to 0.94% in 2020 and 4.79% in 2019. The increase was driven in large part by labor shortages and supply chain issues. Industry experts estimate that such issues will be in place for the foreseeable future and recommend that an inflation factor of at least 8% be used for 2022 and nothing less than 5% for 2023. With this in mind, staff updated the previously recommended bond measure package to account for recent and future inflation, which is outlined in the following table. Staff did not inflate the costs of land acquisition but instead updated the values per property since some properties have already been purchased in anticipation of a future bond measure.

October 2021 Inflation Estimate for Previous Bond Measure Package

Bond measure component	Cost (millions)
Priority Park Improvements	\$23.2
Priority Park Amenities	\$5.2
Park Land Acquisition	\$9.5
Improvement to Acquired Property	\$4.0
TOTAL	\$41.9

Staff is recommending that the park improvement and land acquisition package remain the same and the costs associated with the package be adjusted for inflation. This brings the cost of the package to \$41.9M.

Funding Options

Previous Council discussions for funding the park improvements and land acquisition package focused solely on a bond measure. Council previously authorized a \$38.5M bond measure to pay for the costs associated with the package. Staff is recommending that Council consider a mix of funding options if Council would like to place a measure on a future ballot. Staff recommends Council authorize a \$38.5M bond measure and \$3.4M from the City’s unreserved, unrestricted fund balance to pay for these improvements and acquisitions.

The impact of a \$38.5 million bond measure on a median valued home (\$534,000), a home valued at \$750,000 and a home valued at \$1,000,000 is shown in the next table. The net impact, or difference between the current 2006 Parks Bond and the proposed Parks Bond, on the owner of a median valued home would be between \$3 per month for a bond length of 20 years.

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

	Amount of Bond Issue = \$38,500,000		Cost of Expiring Bond		Net Increase	
	Annual Impact	Monthly Impact	Annual	Monthly	Annual	Monthly
2020 Median Valued Home (\$534,000)	\$107	\$9	\$76	\$6	\$31	\$3
Home Valued at \$750,000	\$150	\$13	\$110	\$9	\$40	\$4
Home Valued at \$1,000,000	\$201	\$17	\$147	\$12	\$54	\$5

Current estimates project that by the end of 2021 the City’s unreserved, unrestricted fund balance to be at between \$16-17M. While staff was expecting an economic downturn due to the COVID-19 pandemic, this has not occurred. Staff recommends that \$3.4M supplement the proposed park improvement and land acquisition bond measure, which will still leave at least \$11-12M in unreserved, unrestricted fund balance.

Staff Recommendation

1. *Should the City move forward with the ballot measure for park improvements and park land acquisition? If so, when?* – **Staff recommends yes; staff recommends the February 2022 Special Election.** The Shoreline community has consistently ranked parks and recreation services as a priority. Based on historical responses to resident surveys there has been a high level of satisfaction with parks and an indication that residents want continued investment in park improvements and increased park/open space properties.

Staff also feels that the Shoreline School District levies would generate a high enough turn out to help the City meet the validation requirement, which will be set based on the November 2021 General Election voter turnout. Delaying the ballot measure would also further add to the anticipated costs of construction.

2. *What is the overall bond measure cost?* – **Staff recommends \$38.5M.** The remaining \$3.4M would come from the City’s unreserved, unrestricted fund balance.

ALTERNATIVES DISCUSSION

Staff prepared two alternatives to the staff-recommended park investment bond at \$38.5M with an additional \$3.4M from the unreserved, unrestricted fund balance. The two alternatives include a \$38.5M bond with no other City funding, and a \$41.9M bond with no other City funding. Any of these alternatives could be placed on the February 2022 Special Election ballot or delayed to a future election. The alternatives (including the staff-recommended alternative) are as follows:

Alternative 1: Staff Recommendation - \$38.5M bond plus \$3.4M from reserves

Alternative 1 would place a 20-year \$38.5M bond measure on the February 2022 Special Election ballot. It additionally would encumber \$3.4M from the City’s current

unreserved, unrestricted fund balance, which is expected to be at about \$16-17M by the end of 2021. As noted above, this alternative includes \$23.2M for five priority parks; \$5.2M for park amenity improvements at Ridgecrest Park, Shoreview Park, Kruckeberg Botanic Garden, and additional funding for public art; \$9.5M for park land acquisition; and \$4.0M in improvements on newly acquired park land.

Alternative 2: \$38.5M bond with no other City funds

Alternative 2 would place a 20-year \$38.5M bond measure on the February 2022 Special Election ballot, and would reduce the scope of the package due to no other City funds being authorized for this package. This alternative would include \$20.8M for the five priority parks; \$4.2M for priority park amenities; \$9.5M for land acquisition; and \$4.0M for improvements on newly acquired park land.

Differences between Alternative 1 and 2:

- **Hillwood:** Alternative 2 reduces the scope of the project by \$500K, which would likely result in removing the spray park.
- **Richmond Highlands:** Alternative 2 reduces the scope of the project by \$1M, which would likely result in reducing the size of the play area (playground) significantly as well as reducing the improvements to the ballfield.
- **James Keough:** Alternative 2 reduces the scope of the project by \$0.9M, which would likely result in a dog-park only project. This removes the Portland Loo (park restroom), the play equipment, and all picnic shelters and benches. It also removes most of the accent plantings. The staff recommendation of \$3.0M removed certain park amenities or replaced higher cost amenities with a lower cost amenity. Examples include removing the multi-sport court and kids garden; reducing the number of benches and picnic tables; and replacing the play area with a smaller play spot.
- **Public Art:** Alternative 2 removes the \$1M for public art, which would be used to acquire a significant piece or pieces of public art for a public space.

Alternative 3: \$41.9M bond

Alternative 3 would include all the park improvements and land acquisition as described in Alternative 1, but fund it using only the bond measure. Similar to Alternative 1, this alternative would cover the estimated inflationary costs and keep the scope of the former bond package intact. The impact of a \$41.9 million bond measure on a median valued home (\$534,000), a home valued at \$750,000 and a home valued at \$1,000,000 is shown in the next table. The net impact, or difference between the current 2006 Parks Bond and the proposed Parks Bond, on the owner of a median valued home would be between \$4 per month for a bond length of 20 years.

Impacts of a \$41.9 Million Bond Measure Over 20 Years

Amount of Bond Issue = \$41,900,000			Cost of Expiring Bond		Net Increase	
	Annual Impact	Monthly Impact	Annual	Monthly	Annual	Monthly
2020 Median Valued Home (\$534,000)	\$117	\$10	\$76	\$6	\$41	\$4
Home Valued at \$750,000	\$164	\$14	\$110	\$9	\$54	\$5
Home Valued at \$1,000,000	\$218	\$18	\$147	\$12	\$71	\$6

The following table summarizes the three alternatives, with Alternative 1 being the Staff Recommendation.

Bond Measure Alternatives Summary

	Alternative 1 (Staff Recommendation)	Alternative 2	Alternative 3
Funding Category	Cost (millions)		
Priority Park Improvements	\$23.2	\$20.8	\$23.2
Park Amenities	\$5.2	\$4.2	\$5.2
Land Acquisition	\$9.5	\$9.5	\$9.5
Improvement to Acquired Property	\$4.0	\$4.0	\$4.0
TOTAL	\$41.9	\$38.5	\$41.9
Bond Funding Total			
Bond Funding Total	\$38.5	\$38.5	\$41.9
Unreserved, Unrestricted Fund Balance Funding Total	\$3.4	-	-
Net Monthly Impact of 20-year bond measure on median valued home compared to current 2006 Park Bond			
	\$3/month	\$3/month	\$4/month

A more detailed table of the investments within each alternative is attached at Attachment A: Parks Investment Bond Measure Alternatives Detail.

STAKEHOLDER OUTREACH

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

The PRCS/Tree Board voted at its May 28, 2020, meeting to recommend the City Council move forward with a Bond measure in November 2020 for park improvements and acquisition that would be a renewal (approximately \$26 million) of the expiring parks bond and the Board would like to offer input on the contents of that Bond measure. The PRCS/Tree Board voted at its September 24, 2020, meeting to recommend the City Council move forward with a bond measure in April 2021 for park improvements and acquisition that would be \$38.5M, as opposed to the May 2020 recommendation of a renewal bond. The Board has previously offered their input on the contents of the potential bond measure.

NEXT STEPS

If Council directs staff to move forward with a ballot measure to fund park improvements and park land acquisition for the February 2022 Special Election, the next steps in the process would be as follows:

- Develop a proposed ordinance for Council discussion and potential action at Council's November 1, 2021, meeting, which, if passed, would place the ballot measure on the February 2022 Special Election ballot.
 - Discussing and taking action during the same meeting would require Council to suspend the Council Rules of Procedure 3.5(B), which requires an Ordinance to receive three readings; the first reading is considered when the agenda is posted, the second is during a Council meeting for discussion, and the third is during a Council meeting for review and potential action.
 - Suspending the Council Rules of Procedure 3.5(B) would trigger Council Rules of Procedure 6.1(B), which requires public comment to occur after the staff report presentation but before the Council discussion, review, and action.
 - If Council does not want to suspend its Council Rules and discuss and take action at one meeting, Council could potentially take action on the proposed ordinance at its November 15, 2021, meeting.
- If the proposed ordinance is adopted, staff would solicit interested persons and Council would appoint Pro and Con Committees for the Voters' Pamphlet.
- If approved by Council, staff would submit an adopted Ordinance to King County Elections after the Ordinance is signed, but no later than 4:30 p.m. on December 10, 2021, to notify them of placement on the February 2022 Special Election ballot.
- Staff would then execute the Communication Plan regarding the ballot measure.

COUNCIL GOAL ADDRESSED

This potential bond measure relates to Council Goal 2, Action Step 2:

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

FINANCIAL IMPACT

While there is no direct financial impact to this staff report, it recommends that Council place a \$38.5M bond measure for park improvements and property acquisition on a future ballot. It also recommends using \$3.4M from the City's unreserved, unrestricted fund balance for the same purpose. A detailed analysis of the financial impact on taxpayers is included in the Discussion section of this report.

RECOMMENDATION

Staff recommends that Council direct staff to prepare legislation and other materials necessary for placing a funding measure on the February 2022 Special Election ballot for \$38,500,000 for park improvements and park land acquisition and restrict \$3,400,000 of the City's unreserved, unrestricted fund balance for the same purpose.

ATTACHMENTS

Attachment A – Parks Investment Bond Measure Alternatives Detail

Parks Investments Bond Measure Alternatives Detail			
Cost (millions)			
Item	Alternative 1 (Staff Recommendation)	Alternative 2	Alternative 3
<i>Priority Park Improvements</i>			
Briarcrest – Hamlin Park	\$5.5	\$5.5	\$5.5
Brugger’s Bog	\$3.8	\$3.8	\$3.8
Hillwood	\$4.5	\$4.0	\$4.5
Richmond Highlands	\$6.5	\$5.5	\$6.5
James Keough	\$2.9	\$2.0	\$2.9
Sub-Total	\$23.2	\$20.8	\$23.2
<i>Priority Park Amenities</i>			
Public Art	\$1.0	\$0.0	\$1.0
Ridgecrest	\$1.5	\$1.5	\$1.5
Shoreview	\$2.1	\$2.1	\$2.1
Kruckeberg	\$0.6	\$0.6	\$0.6
Sub Total	\$5.2	\$4.2	\$5.2
Park Improvements & Park Amenity Sub Total	\$28.4	\$25.0	\$28.4
<i>Park Land Acquisition</i>			
Match for Conservation Futures Tax (CFT) grant for Paramount Open Space	\$0.6	\$0.6	\$0.6
Westminster Triangle Park	\$0.0	\$0.0	\$0.0
Brugger’s Bog	\$1.2	\$1.2	\$1.2
Portion of property at Rotary Park	\$2.4	\$2.4	\$2.4
Additional property at Rotary Park, light rail station areas	\$5.3	\$5.3	\$5.3
Sub Total	\$9.5	\$9.5	\$9.5
<i>Improvement to Acquired Property</i>			
Paramount Open Space, Westminster Triangle	\$0.83	\$0.83	\$0.83
Portion of property at Rotary Park	\$0.79	\$0.79	\$0.79

Additional property at Rotary Park, light rail station areas	\$2.38	\$2.38	\$2.38
Sub Total	\$4.0	\$4.0	\$4.0
Park Acquisitions & Related Improvements Sub Total	\$13.5	\$13.5	\$13.5
Total Proposed for Bond	\$41.9	\$38.5	\$41.9
Taxpayer Amount			
20 Year - Median Home	\$117/year; \$10/month	\$112/year; \$9/month	\$117/year; \$10/month
Over/Under 2006			
	\$41/year; \$4/month	\$36/year; \$3/month	\$41/year; \$4/month

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Resolution No. 485 - Amending the Council Rules of Procedure
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Jessica Simulcik Smith, City Clerk
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City Council Rules of Procedure (Rules) were initially adopted by the Council in 2002 and are for the sole benefit of Councilmembers to assist in the orderly conduct of Council business. Periodically, Council reviews and discusses amendments to its Rules that reflect current business practice, change a process, provide clarity and consistency to an existing rule, or fix grammar. Staff is requesting Council consider amendments to its Rules related to remote attendance at Council meetings and the procedure for placing items on meeting agendas.

To amend the Council Rules, Council adopts a Resolution that outlines the proposed rule changes. Proposed Resolution No. 485 (Attachment A) outlines staff's proposed amendments to the Council Rules of Procedure for the following the Sections:

- Section 5.13 – New section regarding remote attendance by Councilmembers at Council meetings.
- Section 5.14 – Add procedure for handling potential disruptions from remote public attendees.
- Section 5.23 – Allow for City staff to attend meetings remotely as City Manager sees fit.

Additionally, staff is requesting that Council provide feedback around administering the public comment period in order for staff to draft proposed amendments to Section 6 - Public Testimony for allowing the public to provide remote oral testimony/comment at Council Meetings. Staff is also requesting that Council discuss the interpretation and intent of Section 3.2.B and whether this Rule applies to two Councilmembers placing an item on the agenda of a specific meeting date, or if it applies to placing it on the list of Pending Agenda Items on the Agenda Planner.

Staff's first round of proposed edits are shown in Attachment A, Exhibit A with additions in underline and deletions in ~~strike through~~. The direction Council provides this evening will also be incorporated into Resolution No. 485 when it is brought back for potential action on November 1.

RESOURCE/FINANCIAL IMPACT:

There are no resources or financial impacts in amending the Council Rules of Procedure.

RECOMMENDATION

Staff recommends that the City Council discuss proposed Resolution No. 485 and provide staff with direction. Proposed Resolution No. 485 is currently scheduled for potential action at the November 1, 2021 Council Meeting.

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

BACKGROUND

The City Council's Rules of Procedure were initially adopted by Council Resolution No. 183 on February 11, 2002, and have been amended on multiple occasions, most recently in March 2021 via [Resolution No. 470](#). In order to amend the Council Rules, the Council adopts a Resolution that outlines the proposed rule changes.

DISCUSSION

Tonight, staff is requesting Council consider amendments to its Rules of Procedure related to remote attendance at Council meetings and for placing items on meeting agendas.

Remote Attendance at Council Meetings

In March of 2020, as a result of the COVID-19 pandemic, the City Council started conducting all its meetings fully remote through videoconferencing software and will continue to do so until it is safe to go back to in-person attendance. In November of 2020 and March of 2021, staff gathered Council feedback on remote attendance at in-person meetings in preparation for when meetings return to the Council Chamber. Specifically, staff asked Council to consider the circumstances, frequency, and logistics for when a Councilmember could participate in a meeting remotely, and whether there is a desire to continue to accept oral public comment via telephone or videoconferencing application.

There was consensus among Councilmembers that online meetings have been very successful and productive, but meetings should return to in-person in the Council Chamber when it is safe to do so. Councilmembers also agreed that there should be ongoing opportunity for the public to participate in Council meetings over the telephone and online, and they were supportive of Councilmembers attending meetings remotely as needed, and staff attending remotely as desired.

The table below summarizes the feedback received from Council to-date related to remote attendance at meetings.

Policy Question Asked	Feedback Received and Reflected in Proposed Resolution No. 485
Does a Councilmember need to ask the Mayor for approval to attend a Council meeting remotely?	Yes
What level of frequency of remote attendance would be acceptable?	While one Councilmember provided feedback in November 2020 that the level of frequency should be two (2) meetings per year, staff have left this as a "blank" in the proposed Council Rules so that Council can discuss and provide direction to staff.

How many Councilmembers may be remote at the same time?	One Councilmember provided feedback in November 2020 that one (1) Councilmember should be remote at a time. However, staff have left this as a “blank” in the proposed Council Rules so that Council can discuss and provide direction to staff.
If everyone is allowed to attend remotely, should the reasons why be stated (snowstorm, emergency, entire council away at conference)?	No feedback received; proposed Resolution No. 485 currently does not require specific circumstances where all Councilmembers could be remote.
Should there be circumstances/criteria that would need to be met to allow for remote attendance?	No; proposed Resolution No. 485 does not list any; Council can discuss if it wishes to add any.
If a stable technical connection (phone/computer) cannot be established, should the remote participation be allowed?	No
Should there be a requirement for remote Councilmembers to see visual presentations?	Yes
Should Councilmembers be allowed to attend executive session remotely?	Yes
Should there be continued opportunity for the public to attend/participate remotely?	Yes
Should there be continued opportunity for staff to attend/participate remotely?	Yes

Staff used the above collected feedback as a baseline to draft proposed amendments to the Council Rules of Procedure. These proposed amendments are reflected in Exhibit A of Resolution No. 485. Tonight, staff is asking if Council agrees with the baseline proposed amendments and is seeking additional feedback on the following policy questions. Direction provided by Council tonight will be incorporated into proposed Resolution No. 485 when it is brought back for potential action on November 1.

1. **Frequency of Remote Attendance:** Since it has been nearly a year when staff asked about the acceptable level of frequency for remote attendance and just one Councilmember responded at that time, as noted above, staff feels it is appropriate for Council to revisit this question and provide direction on what to include in the Resolution scheduled for action in November.

Proposed Rule 5.13.B

Frequency: Remote attendance is limited to X per year per Councilmember. Except for a meeting when the entire Council is attending remotely, no more than X Councilmembers per meeting shall attend remotely.

Policy Question: Should there be a limit to the number of meetings a Councilmember can attend remotely? If so, how many? And how many Councilmembers should be allowed to be remote at one time?

2. ***Circumstances/Criteria for Remote Attendance.*** Since it has been nearly a year since staff asked about whether any circumstances/criteria should be met to allow for remote attendance by a Councilmember, staff feels it is appropriate for Council to revisit this question. Currently, there is no proposed rule in the Council Rules that that would require this type of criteria to be met. Examples of situations other jurisdictions have included in their Council rules are as follows:
1. A Councilmember is away on City business;
 2. An agenda item is time sensitive, and remote participation is needed for a quorum in order to hold a meeting;
 3. An agenda item is of very high importance to a Councilmember who cannot be physically present;
 4. Council has previously identified the importance for all Councilmembers to be involved in a particular discussion and/or decision, but one Councilmember is unable to physically be present.

Policy Question: Should the Rules of Procedure list circumstances/criteria that need to be met for a Councilmember to attend remotely?

3. ***Requirement to be on Camera:*** Proposed Rule 5.13.C.2 requires a remote Councilmember to have their camera on at all times so everyone participating in and observing the meeting can see the Councilmember. The benefits of requiring a camera are showing who is present in the meeting; holding a participant more accountable to remaining focused; and creating better connection and engagement with colleagues during deliberation. The downside would be eliminating the use of telephone dial-in as an option for a Councilmember to participate remotely, which could be an issue if an internet connection is not available or stable in the remote location.

Policy Question: Should Councilmembers be required to turn their camera on to attend and participate in a remote meeting?

If Council does not feel the use of a camera by a Councilmember should be a requirement for remote attendance and participation, the following changes can be requested:

5.13.C.2 - A Councilmember's camera ~~shall~~ should be turned on at all times during the meeting.

5.13.C.5 - The Councilmember attending remotely must be able to hear public comment or testimony and see staff's ~~visual~~ presentation in real time.

4. **Public Testimony.** Council has expressed strong support for continuing to allow for public comment at Council Meetings via the telephone or online. Both in-person and remote public attendees are required to sign-up if they wish to speak before Council as pre-registration allows the Clerk to effectively administer the public comment period. When Council is back to in-person meetings at the dais, the public in the Council Chamber will sign-up in-person, and the public attending remotely will sign-up online. There will be two separate sign-up lists and a couple different options for administering public comment.

Policy Question: How does Council want to handle public testimony?

Option 1: Call on members of the public attending in-person first; and then call on those attending remotely second.

Option 2: Call on members of the public attending remotely first; and then call on those attending in-person second.

Option 3: The Clerk will rotate (one for one) between calling on in-person and remote speakers.

While Option 1 would recognize the effort made by the public to visit City Hall to deliver in-person testimony, staff recommends Option 3, as everyone does not have the same availability to physically attend a night meeting and rotating between in-person and remote speakers would not give preference to either option of providing oral public comment/testimony at a Council Meeting.

Staff also recommends Council continue to require all speakers to sign-up for public comment, with in-person attendees being allowed to sign-up until the start of the public comment period and remote speakers having to pre-register by 6:30 p.m. the night of the meeting. The reason for requiring remote speakers to sign up a half hour prior to the start of the meeting is to allow the Clerk time to collect speaker's names and provide them with joining instructions prior to when the Clerk is occupied setting up for the meeting to start.

Additionally, staff recommends that if signed speakers have all had an opportunity to speak, and time is still available in the Public Comment period, and the Presiding Officer wishes to call for additional unsigned speakers, that remote speakers be allowed to "Raise Hands" in Zoom to be called upon in the order in which their virtual hands go up.

5. **Use of Visual Aids by Remote Public Speakers.** Council Rule 6.10 states *"Speakers will not be permitted to present testimony via electronic methods (e.g. PowerPoint). Speakers may utilize visual aids. Hardcopies of all materials may be submitted to the City Clerk to distribute to the Council."* Staff is requesting Council consider the intent of this Rule and how it applies to remote public speakers.

Policy Question: How does Council want to handle visual aids by remote public speakers?

- ***Should remote public speakers be permitted to use visual aids?***
- ***If so, are remote speakers not permitted to use a PowerPoint? Should they be permitted to share their screen in the online videoconferencing application?***
- ***If remote public speakers are permitted to use a PowerPoint, will in-person speakers also be permitted to use a PowerPoint?***

For a remote public speaker to use a visual aid, they would need to be allowed to turn their camera on, which is feasible in the online video conferencing application if the Clerk promotes the speaker to a “Panelist”. After the City’s hybrid video conferencing equipment is operational in the Council Chambers, there will be technology in place to allow people in the Council Chamber to share content wirelessly on the projector screen, which would make it possible for in-person speakers to share digital visual aids.

Staff recommends Rule 6.10 apply equally to in-person and remote public speakers, and that visual aids continue to be allowed in both formats. Staff also recommends that the Rule not be amended to allow for electronic methods of testimony, such as PowerPoint. Given this recommendation, there is no proposed amendment to this Council Rule in Exhibit A.

The City is currently under contract with AVI-SPL to install hybrid video conferencing equipment, with an expected operational date of January 2022, at the earliest. Staff recommends these Rule amendments take effect after the hybrid technology is installed and operational and Council meetings return to in-person attendance in the Council Chamber.

Agenda Preparation

During Council’s last review of its Rules of Procedure (Rules) on [March 1, 2021](#), Councilmembers discussed Rule 3.2(B) outlining the procedure for how individual Councilmembers place items on the agenda. There were questions on whether this Rule applies to placing an item on the agenda of a specific meeting date, or if it applies to placing it on the list of Pending Agenda Items on the Agenda Planner. There was also discussion on whether there is a need for a 5-day deadline to make the request, the benefits of providing a heads-up to the entire Council, and whether a staff report is desired for items added at the last minute. Ultimately, Council agreed it should further discuss interpretation and intent of this Rule at a future meeting.

Interpretation of Existing Rules

Staff interprets Council Rule 3.2.B to allow two Councilmembers to add an item to the agenda of a specific meeting date. Currently, if a Councilmember wants to place an item on a meeting agenda, there are two options. The first option is by making a motion at a regular meeting (Rule 3.2.A), which requires a majority of all Councilmembers present to approve. This method would allow Council the ability to discuss the merits and

logistics of the proposal and come to a consensus on whether it should be added to the agenda. The second option would be for two Councilmembers to make a request in writing to the City Manager or City Clerk five (5) days prior to the meeting (Rule 3.2.B). This method can happen outside of a Council meeting and does not require a Council majority to approve.

In practice however, Councilmembers exercising this second option have typically identified an item to add to a future agenda and then determined through conversation with the City Manager when this may occur. There may be issues of setting an item on a specific agenda date relative to other items already scheduled for that date, the timing needed for staff to research and prepare a staff report, if desired by the Councilmembers, or other considerations that may not support placement on a specific date. Thus, this process has been more of a collaborative discussion, and in many instances, the two Councilmembers have deferred to the City Manager for when the item was actually scheduled on a specific agenda.

Reasons for a 5-day Deadline

While the five-day deadline may not allow enough time for staff to perform a comprehensive analysis and issue a staff report on the new agenda topic, it would allow time to amend the Council's agenda and send an email to the public notifying them that the new topic will be discussed by Council at the next meeting. City Council regular meeting agendas are published one week in advance of the meeting and it is the City's practice to re-publish the agenda any time an amendment is made to it prior to the start of the meeting. Eliminating the 5-day deadline in Rule 3.2.B would allow two Councilmembers to add items up until the meeting start time, but the tradeoff would be reducing the advance notice to Councilmembers and the public, and there would be no staff analysis for the discussion.

Tonight, staff is seeking Council feedback on whether Rule 3.2.B should apply to adding an item to the agenda of a specific date, or if it should be revised to mirror the current practice of determining the meeting date through conversation with the City Manager.

If Council wishes for Rule 3.2.B to continue to mean adding an item to a specific meeting date, staff recommends the following amendment for clarity:

Section 3. Agenda Preparation.

3.1 Upon direction by the City Manager, the City Clerk will prepare an agenda for each Council Meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review by the Presiding Officer.

3.2 An item for a Council meeting may be placed on the agenda of a specific meeting date by any of the following methods:

- A. Majority vote or consensus of the Council.
- B. By any two Councilmembers, in writing to the City Manager or City Clerk no later than 12:00 p.m. five (5) days prior to the meeting. The names of the requesting Councilmembers shall be set forth in the staff report supporting the agenda item.
- C. By the City Manager.
- D. By the Mayor, or Deputy Mayor when acting in the absence of the Mayor.

If Council wishes for Rule 3.2.B to mean any two Councilmembers can add an item to the Pending Agenda Items on the Agenda Planner, with the specific date being determined through conversation with the City Manager, staff recommends the following amendment:

Section 3. Agenda Preparation.

3.1 Upon direction by the City Manager, the City Clerk will prepare an agenda for each Council Meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review by the Presiding Officer.

3.2 An item for a Council meeting may be placed on the agenda of a specific meeting date by any of the following methods:

- A. Majority vote or consensus of the Council.
- ~~B. By any two Councilmembers, in writing to the City Manager or City Clerk no later than 12:00 p.m. five (5) days prior to the meeting. The names of the requesting Councilmembers shall be set forth in the staff report supporting the agenda item.~~
- C. By the City Manager.
- D. By the Mayor, or Deputy Mayor when acting in the absence of the Mayor.

3.3 Any two Councilmembers may place an item on the List of Pending Agenda Items on the Council's Agenda Planner by making the request in writing to the City Manager or City Clerk. The names of the requesting Councilmembers shall be indicated on the Agenda Planner and set forth in the staff report supporting the agenda item. In coordination with the Mayor

and Deputy Mayor, the City Manager will determine the timing for when the item will be scheduled on a specific agenda.

Policy Question: Does Council wish to amend the Rules to add clarity to 3.2.B or to change the intent?

Tonight's Council Discussion

Tonight, staff is asking for Council to review and discuss the proposed amendments set forth in Attachment A, Exhibit A and to provide direction on the additional policy questions set forth in this staff report. The direction Council provides this evening will be incorporated into proposed Resolution No. 485 when it is brought back for potential action on November 1.

RESOURCE/FINANCIAL IMPACT

There are no resources or financial impacts in amending the Council Rules of Procedure.

RECOMMENDATION

Staff recommends that the City Council discuss proposed Resolution No. 485 and provide staff with direction. Proposed Resolution No. 485 is currently scheduled for potential action at the November 1, 2021 Council Meeting.

ATTACHMENTS

Attachment A: Proposed Resolution No. 485
Attachment A, Exhibit A: Amended Council Rules of Procedure

RESOLUTION NO. 485

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, AMENDING COUNCIL RULES OF PROCEDURE RELATING TO REMOTE MEETING ATTENDANCE AND AGENDA PREPARATION, AND OTHER HOUSEKEEPING ITEMS.

WHEREAS, Chapter 35A.12.120 RCW gives the City Council of each code city the power to set rules for conducting its business within the provisions of Title 35A RCW; and

WHEREAS, the City Council has amended its Rules of Procedure multiple times, most recently on March 15, 2021, by Council Resolution No. 470; and

WHEREAS, the City Council has reviewed its Rules of Procedure and desires to amend provisions of the Rules so as to provide for more efficient meetings, reflect current practices, and provide clarity and consistency;

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

Section 1. Amendments. The Council Rules of Procedure are amended as set forth in Exhibit A attached hereto.

Section 2. Effective Date. This Resolution shall go into effective upon its passage by the City Council.

PASSED BY THE CITY COUNCIL ON NOVEMBER 1, 2021

Mayor Will Hall

ATTEST:

Jessica Simulcik Smith, City Clerk

**RULES OF PROCEDURE
Resolution No. 183**

TABLE OF CONTENTS

SECTION 1. AUTHORITY

1.1 Intent of Policies	1
1.2 Effect/Waiver of Rules	1

SECTION 2. COUNCIL ORGANIZATION

2.1 Swearing In	1
2.2 Election of Mayor and Deputy Mayor	1
2.3 Duties of Officers	2
2.4 Appointments to Boards and Commissions	2
2.5 Filling a Council Vacancy	3

SECTION 3. AGENDA PREPARATION

3.1 Role of City Clerk	4
3.2 Placement of Items on the Agenda	4
3.3 Format for Staff Reports	4
3.4 Agenda Item Priority	4
3.5 Readings for Ordinances	4

SECTION 4. CONSENT CALENDAR

4.1 Establishment of Consent Calendar	5
4.2 Adoption of Consent Calendar	5
4.3 Removal of Item from Consent Calendar	5

SECTION 5. COUNCIL MEETINGS

5.1 Open Public Meetings	5
5.2 Meeting Cancellation	5
5.3 Regular Meetings	5
5.4 Community Group Presentations	6
5.5 Workshop Dinner Meetings	7
5.6 Executive Sessions	7
5.7 Special Meetings	8
5.8 Emergency Meetings	8
5.9 Meeting Place	8
5.10 Notice of Meetings, Public Hearings	8
5.11 Quorum	8
5.12 Attendance, Excused Absences	8
5.13 Remote Attendance	8

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

5.43–14	General Decorum	910
5.44–15	Forms of Address	910
5.45–16	Seating Arrangement.....	910
5.46–17	Dissents and Protests	910
5.47–18	Request for Written Motions	910
5.48–19	Confidentiality	910
5.49–20	Conflict of Interest, Appearance of Fairness	910
5.20–21	Adjournment.....	4011
5.24–22	Responsibilities of City Clerk.....	4011
5.22–23	Attendance of Officers or Employees	4011

SECTION 6. PUBLIC TESTIMONY

6.1	Regular Meetings	4011
6.2	Rules for Public Hearings	4412
6.3	Group Representation.....	4412
6.4	Quasi-Judicial Items, Public Comment During Election Season	4412
6.5	Recognition by Presiding Officer	4412
6.6	Identification of Speakers	4412
6.7	Instructions for Speakers	4412
6.8	Timekeeper, Donation of Speaking Time.. ..	4412
6.9	Forms for Comment.....	4412
6.10	Public Comment Protocols.....	4413

SECTION 7. MOTIONS

7.1	Voice Votes	4213
7.2	Motions that do not Receive or Require Seconds	4213
7.3	Tie Votes	4213
7.4	Nature of Motion	4213
7.5	Discussion Following a Motion	4213
7.6	Council Consensus	4213
7.7	Withdrawal of Motions.....	4213
7.8	Motion to Table	4213
7.9	Motion to Postpone to a Time Certain	4213
7.10	Motion to Postpone Indefinitely	4213
7.11	Motion to Call for the Question	4214
7.12	Motion to Amend	4314
7.13	Repetition of the Motion Prior to Voting	4314
7.14	Voting	4314
7.15	Prohibition of Abstentions.....	4314
7.16	Silence.....	4314
7.17	Prohibition of Voting by Proxy	4314
7.18	Close of Discussion	4314
7.19	Motion to Reconsider	4314
7.20	Questions of Interpretation	4314

SECTION 8. ITEMS REQUIRING FOUR VOTES.....	4415
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SECTION 9. COUNCIL REPRESENTATION

9.1 Expression of Personal Opinion	<u>4415</u>
9.2 Support of Official Positions	<u>4415</u>
9.3 Correspondence	<u>4415</u>
9.4 Use of City Letterhead	<u>4415</u>
9.5 Controversial Communications	<u>4415</u>
9.6 Direction to Staff	<u>4415</u>

SECTION 10. SUSPENSION AND AMENDMENT OF RULES

10.1 Suspension of Rules	<u>4415</u>
10.2 Amendment of Rules	<u>4415</u>

Section 1. Authority.

- 1.1 These rules constitute the official rules of procedure for the Shoreline City Council. In all decisions arising from points of order, the Council shall be governed by the current edition of Robert's Rules of Order, a copy of which is maintained in the office of the Shoreline City Clerk.
- 1.2 These rules of procedure are adopted for the sole benefit of the members of the City Council to assist in the orderly conduct of Council business. These rules of procedure do not grant rights or privileges to members of the public or third parties. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act.

Section 2. Council Organization.

- 2.1 New Councilmembers shall be sworn in by a judge or the City Clerk.
- 2.2 Election of Mayor and Deputy Mayor.
 - A. The Council shall elect a Mayor and Deputy Mayor for a term of two years.
 - B. The motion to elect the Mayor and Deputy Mayor will be placed on the agenda of the first meeting of even-numbered years.
 - C. In the event the Mayor is unable to serve the remainder of the term, a new Mayor shall be elected at the next meeting. In the event the Deputy Mayor is unable to serve the remainder of the term, a new Deputy Mayor shall be elected at the next meeting.
 - D. The election of the Mayor shall be conducted by the City Clerk. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Nominations do not require a second. The Clerk will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Clerk will ask again for further nominations and if there are none, the Clerk will declare the nominations closed. A motion to close the nominations is not necessary. After nominations have been closed, voting for Mayor takes place in the order nominations were made. Only affirmative votes for Mayor shall be given and Councilmembers will be asked to vote by a raise of hands. As soon as one of the nominees receives a majority vote (four affirmative votes), the Clerk will declare that nominee elected. No votes will be taken on the remaining nominees. If none of the nominees receives a majority vote, the Clerk will call for nominations again and repeat the process until a single candidate receives a majority vote. Upon election, the Mayor will

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

conduct the election for Deputy Mayor following the same process.

- E. A super majority vote (five votes) shall be required to approve a motion to remove the Mayor or Deputy Mayor from office for cause.

2.3 Duties of Officers.

- A. The Mayor, or in the Mayor's absence, the Deputy Mayor, shall be the Presiding Officer of the Council and perform the duties and responsibilities with regard to conduct of meetings and emergency business. In the absence of both the Mayor and the Deputy Mayor, the Council shall elect one of the members to the Council to act as a temporary Presiding Officer.
- B. It shall be the duty of the Presiding Officer to:
 - 1. Call the meeting to order.
 - 2. Keep the meeting to its order of business.
 - 3. Control discussion in an orderly manner.
 - a. Recognize every Councilmember who wishes to have an opportunity to speak.
 - b. Permit audience participation at the appropriate times.
 - c. Require all speakers to speak to the question and to observe the rules of order.
 - 4. State each motion before it is discussed and before it is voted upon.
 - 5. Put motions to a vote and announce the outcome.
- C. The Presiding Officer shall decide all questions of order, subject to the right of appeal to the Council by any member.
- D. The Presiding Officer may at their discretion call the Deputy Mayor or any Councilmember to take over as Presiding Officer so they may make a motion or for other good cause.
- E. The Mayor shall appoint Councilmembers to boards and committees that are not otherwise specified by the National League of Cities, Association of Washington Cities, or King County/Sound Cities Association.
- F. The Mayor shall appoint Councilmembers to ad hoc City Council subcommittees such as interview panels. Prior to appointment, the Mayor shall solicit interest from Councilmembers for their preferred appointments. The appointment list may be referred to the full Council pursuant to Rule 3.2(A) or (B).

2.4 Appointments to Boards and Commissions.

The Council will use the following process in managing the appointment of

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

individuals to Boards and Commissions.

- A. In closed session, the ad hoc subcommittee of Councilmembers gathers and reviews the applications, and determines which applicants will be interviewed.
- B. Subcommittee members inform the City Manager which applicants they plan to interview so that the City Manager can inform the other Councilmembers. If any Councilmember feels strongly that someone not on the interview list should be interviewed, that Councilmember may make this known to the City Manager to relay to the subcommittee.
- C. "Notice" is then given to the public that the subcommittee shall conduct interviews of the "finalists."
- D. In open public meetings, the subcommittee interviews the "finalists." Ground rules will govern the conduct of the meetings and be communicated to all participants. These ground rules will notify audience members that they will not be asked to comment during the meeting, and must not do or say anything that creates the impression that they support or oppose any candidate.
- E. In a closed meeting the subcommittee members review the findings from the interviews and reach consensus on whom to recommend that the full Council appoint.
- F. In a regular public meeting of the Council, the subcommittee's recommendations are made an agenda item and discussed by the Council. Each Councilmember will have the ability to support, oppose, or amend the list of candidates proposed by the ad hoc committee. The recommendations will not be part of the "consent agenda" to ensure a full and thorough vetting of the subcommittee's recommendations. The Council will vote to appoint new members to the board or commission.

2.5 Filling a Council Vacancy.

- A. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available until an election is held, the Council will widely distribute and publish a notice of the vacancy, the procedure by which the vacancy will be filled, and an application form.
- B. The City Manager's Office will draw up an application form to aid the Council's selection of the new Councilmember.
- C. Those candidates selected by Council will be interviewed by the Council

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

during a regular or special Council meeting open to the public. The order of the interviews will be determined by drawing the names; in order to make the interviews fair, applicants will be asked to remain outside the Council Chamber while other applicants are being interviewed. Applicants will be asked to answer questions posed by each Councilmember during the interview process. The interview process will be designed to be fair and consistent. Each candidate will then be allowed two (2) minutes for closing comments. Since this is not a campaign, comments about other applicants will not be allowed.

- D. The Council may recess into Executive Session to discuss the qualifications of all candidates. Nominations, voting and selection of a person to fill the vacancy will be conducted during an open public meeting.

Section 3. Agenda Preparation.

- 3.1 Upon direction by the City Manager, the City Clerk will prepare an agenda for each Council Meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review by the Presiding Officer.
- 3.2 An item for a Council meeting may be placed on the agenda by any of the following methods:
 - A. Majority vote or consensus of the Council.
 - B. By any two Councilmembers, in writing to the City Manager or City Clerk no later than 12:00 p.m. five (5) days prior to the meeting. The names of the requesting Councilmembers shall be set forth in the staff report supporting the agenda item.
 - C. By the City Manager.
 - D. By the Mayor, or Deputy Mayor when acting in the absence of the Mayor.
- 3.3 Staff reports shall be in a standard format approved by the City Council.
- 3.4 Agenda items will be prioritized in the following order of importance: 1) items scheduled for statutory compliance; 2) advertised public hearings; 3) continued items from a prior meeting and 4) items scheduled for convenience.
- 3.5 Ordinances scheduled for Council action will generally receive three readings (with the exception of items that have had a public hearing before the Planning Commission).
 - A. The first reading will be the scheduling of the item on the Council Agenda

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

Planner by title or subject. If reasonably possible the item should be listed on the Agenda Planner at least two weeks prior to the second reading. The Mayor or City Manager may authorize exceptions for items of an emergency or unexpected nature requiring immediate action.

- B. The second reading will be scheduled for review and discussion by the City Council. Items of a routine nature may bypass this meeting and be scheduled directly to a Consent Calendar. In such cases Council shall, by motion, waive the second reading as part of the adopting motion.
- C. The third reading will be Council review and action at a subsequent meeting.

Section 4. Consent Calendar.

- 4.1 The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which: (a) have been previously discussed by the Council, or (b) based on the information delivered to Councilmembers by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely.
- 4.2 The motion to adopt the Consent Calendar shall be non-debatable and have the effect of moving to adopt all items on the Consent Calendar.
- 4.3 Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. Councilmembers are given an opportunity to remove items from the Consent Calendar after the motion is made and seconded to approve the agenda. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for deliberation at the current or future Council Meeting.

Section 5. Council Meetings.

- 5.1 All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW Section 42.30). All Regular Meetings, Special Meetings, and Workshop Dinner Meetings of the Council shall be open to the public.
- 5.2 Any Council Meeting may be canceled by a majority vote or consensus of the Council. The Mayor or Deputy Mayor may cancel a Council Meeting for lack of agenda items.
- 5.3 The Council shall hold **Regular Meetings** on Mondays of each week at 7:00 p.m. in the Council Chamber of the Shoreline City Hall, located at 17500 Midvale Avenue N, Shoreline, Washington. Should any meeting date occur on a legal holiday, the meeting shall be canceled. There will be no Regular Meetings

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

between December 15th and the end of the year.

- A. Order of Business for Regular Meetings. The order of business shall be as follows:

Regular Meeting (7:00 p.m.)

1. Call to Order
2. Flag Salute, Roll Call
3. Approval of the Agenda
4. Report of the City Manager
5. Council Reports
6. Public Comment, as set forth in Section 6.1(A)
7. Consent Calendar
8. Action Items: The following procedures shall be used:
 - a. Introduction of item by Clerk staff
 - b. Presentation by staff
 - c. Public Hearings, if any noticed
 - d. Council motion to move adoption of legislation
 - e. Council discussion and possible action
9. Study Items: The following procedure shall be used:
 - a. Staff reports
 - b. Council discussion
10. Executive Session, if needed
11. Adjournment

- 5.4. The Council shall make available at one meeting of each month, a **Community Group Presentation**. The order of business shall omit Council Reports and include Community Presentations following the Consent Calendar. The intent of the presentations is to provide a means for non-profit organizations to inform the Council, staff and public about their initiatives or efforts in the community to address a specific problem or need. The presentations are available to individuals who are affiliated with a registered non-profit organization. In order to schedule the presentation, two Councilmembers under Rule 3.2(B) must sponsor the request. The presentations shall be limited to 30 minutes, with approximately 15 minutes for the presentation and 15 minutes for questions. Guidelines for presentations include:

- A. Each organization or agency may complete a request form and submit it to the City Manager's Office. The blank form shall be available on the City's website and from the City Clerk's Office.
- B. For planning purposes, the presentation must be scheduled on the agenda planner at least four (4) weeks in advance of the meeting date requested.
- C. Information and sources used in the presentation should be available in

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

hard copy or electronically for reference.

- D. Up to three (3) members of the organization are invited to participate.
- E. The presentation must support the adopted position/policy of the organization.
- F. The presentation should be more than a general promotion of the organization. The information presented should be about specific initiatives/programs or planning that the organization is doing which is relevant to Shoreline residents and government.
- G. Presentations shall not include:
 - 1. Discussion of ballot measures or candidates.
 - 2. Issues of a partisan or religious nature.
 - 3. Negative statements or information about other organizations, agencies or individuals.
 - 4. Commercial solicitations or endorsements.

5.5 The Council shall hold **Workshop Dinner Meetings** on the second and fourth Monday of each month at 5:45 p.m. in Conference Room 303 of Shoreline City Hall, located at 17500 Midvale Avenue N, Shoreline, Washington. Should any meeting occur on a legal holiday, the meeting shall be canceled. There will be no Workshop Dinner Meetings between December 15 and the end of the year.

- A. Workshop Dinner Meetings will be informal meetings for the purpose of meeting with other governmental agencies and officials such as the School District, utility districts, Fire District, neighboring city officials, regional organizations, Shoreline-Lake Forest Park Arts Council, Transit, etc., and other agencies and topics as deemed appropriate by the City Council or City Manager. Workshop Dinner Meetings may also be used by the Council to conduct Executive Sessions.
- B. No final votes may take place at Workshop Dinner Meetings, however, the Council may provide administrative direction to staff by consensus or vote. The agenda for these meetings will be appended to the Regular Meeting agenda and posted and distributed in the same manner as the Regular Meeting agenda.

5.6 The Council may hold Executive Sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110 and RCW 42.30.140. Before convening an Executive Session, the Presiding Officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time, a public announcement shall be made that the Session is being extended. Any final action by Council must be taken at an open session.

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

- 5.7 **Special Meetings** may be held by the Council subject to notice requirements prescribed by State law. Special Meetings may be called by the Mayor, Deputy Mayor, or any four Councilmembers by written notice delivered to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. The notice of such Special Meetings shall state the subjects to be considered, and no subject other than those specified in the notice shall be considered. The order of business for Special Meetings may follow Section 5.3(A). Public comment for Action Items will follow the procedure found in Section 6.1.
- 5.8 An **Emergency Meeting** is a special Council meeting called without the 24-hour notice. It deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Manager or the Mayor with the consent of a majority of Councilmembers. The minutes will indicate the reason for the emergency.
- 5.9 **Special Meetings and Emergency Meetings** will be at a time and place as Council directs.
- 5.10 The City shall comply with the provisions of RCW 35A.12.160. The public shall receive notice of upcoming public hearings through publication of such notice in the City's official newspaper at least ten (10) days prior to the hearing.
- 5.11 At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business. In the absence of a quorum, the members present may adjourn that meeting to a later date.
- 5.12 A Councilmember may be excused from attending a City Council meeting by contacting the Mayor prior to the meeting and stating the reason for their inability to attend. If the Councilmember is unable to contact the Mayor, the Councilmember shall contact the City Manager, who shall convey the message to the Mayor. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and inquire if there is a motion to excuse the member. This motion shall be nondebatable. Upon passage of such motion by a majority of Councilmembers present, the absent Councilmember shall be considered excused and the Clerk will make an appropriate notation in the minutes. Councilmembers who do not follow the above process will be considered unexcused and it shall be so noted in the minutes. A motion to excuse a Councilmember may be made retroactively at the next meeting.
- 5.13 Remote Attendance. The Council recognizes the benefits of full and in-person attendance of its members at regular and special meetings. However, remote attendance by a Councilmember who is not able to physically be present,

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

whether for all or part of a meeting, is allowed subject to the following:

A. Notice: A Councilmember shall contact the Mayor and the City Clerk no later than 12 p.m. the day of the Council meeting for which they wish to attend remotely and state the reason for remote attendance. If the Councilmember is unable to contact the Mayor, the Councilmember shall contact the City Manager, who shall convey the message to the Mayor/Presiding Officer.

After the City Clerk has called the roll at a meeting, the Mayor/Presiding Officer shall indicate any Councilmember attending remotely. If joining after roll call, the Mayor/Presiding Officer shall note the time the Councilmember joined and, if before adjournment, when the Councilmember left. The City Clerk will document both the remote attendance and times of attendance, if applicable, in the minutes.

B. Frequency: Remote attendance is limited to X per year per Councilmember. Except for a meeting when the entire Council is attending remotely, no more than X Councilmembers per meeting shall attend remotely.

C. Remote Attendance Requirements:

1. Remote attendance by a Councilmember shall be through the City's approved online videoconferencing application.
2. A Councilmember's camera shall be turned on at all times during the meeting.
3. In order to effectively preside over the meeting, the Mayor/Presiding Officer needs to be physically present at the meeting, unless the entire Council is remote. The Mayor may attend the meeting remotely with the Deputy Mayor or another Councilmember presiding over the meeting from the physical meeting location.
4. A Councilmember attending remotely will be marked present, counting towards a quorum and can vote during the meeting as if they were physically present.
5. A Councilmember attending remotely must be able to hear public comment or testimony and see staff's visual presentation in real time.
6. If a Councilmember attending remotely cannot maintain a stable connection, the Presiding Officer shall recess the meeting to allow for a stable connection to be established. If a stable connection cannot be established within 10 minutes, the remote Councilmember shall request an excused absence and immediately disconnect from the meeting. If due to connectivity issues, the remote Councilmember is not able to request an excused absence, the Presiding Officer shall note the excused absence and the Clerk will make an appropriate notation in the minutes.
7. A Councilmember may attend an executive session remotely if the conditions in this subsection are met.

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

5.4314 General Decorum.

- A. While the Council is in session, the Councilmembers must preserve order and decorum. A Councilmember shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, nor disrupt any member while speaking nor refuse to obey the orders of the Council or the Presiding Officer, except as otherwise provided in these Rules.

- B. Any person making disruptive, impertinent, ~~or slanderous~~ or threatening remarks while addressing the Council shall be asked to leave the Council Chambers by the Presiding Officer and barred from further audience before the Council for that meeting. If the person is participating in the meeting remotely, the Presiding Officer shall ask the City Clerk to remove them from the online videoconferencing application.

5.4415 At all **Regular Meetings**, the Mayor shall be addressed as "Mayor (surname)", the Deputy Mayor shall be addressed as "Deputy Mayor (surname)", and members of the Council shall be addressed as "Councilmember (surname)."

5.4516 At all Council Meetings except Workshop Dinner Meetings, the Mayor shall sit at the center of the Council, and the Deputy Mayor shall sit at the right hand of the Mayor. Other Councilmembers are to be seated in a manner acceptable to Council. If there is a dispute, seating shall be in position order.

5.4617 Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered in the minutes.

5.4718 Motions shall be reduced to writing when required by the Presiding Officer or any Councilmember. All resolutions and ordinances shall be in writing.

5.4819 Councilmembers should keep confidential all written materials and verbal information provided to them during Executive Sessions, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure under the Revised Code of Washington. If a Councilmember unintentionally discloses Executive Session discussion with another party, that Councilmember shall make full disclosure to the City Manager and/or the City Council in a timely manner.

5.4920 Prior to commencement of discussion of a quasi-judicial item, the Presiding Officer will ask if any Councilmember has a conflict of interest or Appearance of Fairness Doctrine concern which could prohibit the Councilmember from participating in the decision-making process. If it is deemed by the Councilmember, in consultation with the City Attorney, that it is warranted,

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

the Councilmember should step down and not participate in the Council discussion or vote on the matter. The Councilmember shall leave the Council Chamber while the matter is under consideration.

5.2021 Council meetings shall adjourn no later than 10:00 p.m. The adjournment time established thereunder may be extended to a later time certain upon approval of a motion by a majority of the Council. Any Councilmember may call for a "Point of Order" to review agenda priorities.

5.2422 The City Clerk or an authorized Deputy City Clerk shall attend all Council meetings. If the Clerk and the Deputy Clerk are absent from any Council meeting, the City Manager shall appoint a Clerk Pro Tempore. The minutes of the proceedings of the Council shall be kept by the City Clerk and shall constitute the official record of the Council.

5.2223 Any City officer or employee shall have the duty when requested by the Council to attend Council Meetings and shall remain for such time as the Council may direct. The City Manager will work with City officers or employees to determine whether they will attend Council Meetings in-person or remotely.

Section 6. Public Testimony.

6.1 Regular Meetings.

- A. Members of the public may address the City Council at the beginning of any Regular Meeting under "Public Comment." During the "Public Comment" portion of the meeting, individuals may speak to agenda items or any other topic except those scheduled for a public hearing. Individuals may speak for three (3) minutes or less, depending on the number of people wishing to speak. If more than 10 people are signed up to speak each speaker will be allocated two (2) minutes. The total public comment period under Agenda Item 6 (Public Comment) will be no more than 30 minutes. Individuals will be required to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.

- B. If during a Regular Meeting an Action Item is before the Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Individuals may speak for three (3) minutes or less, depending on the number of people wishing to speak. If more than 10 people are signed up to speak each speaker will be allocated two (2) minutes. The total public comment period

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

for the agenda item will be no more than 30 minutes.

6.2 Public Hearings.

The following rules shall be observed during any public hearing:

- A. Individuals will be allowed three (3) minutes to speak.
- B. The Presiding Officer may allow additional time for receipt of written testimony when needed.
- C. Prior to closing the hearing, the Presiding Officer shall inquire if there are any additional speakers, in-person or remote, other than those that have signed up and previously spoken, and if there are they shall be allowed to testify.

6.3 When large numbers of people are signed up to speak on the same topic, the Presiding Officer may request ~~that the group(s) select a limited number of speakers to cover their view and then ask all those who agree with that position to stand at the conclusion of each presentation~~ individuals not to provide repetitive comments of those previously provided by other individuals but, rather, to simply state they agree with the comments of the other speaker(s) on a topic.

6.4 Public testimony authorized in Section 6.1 may not include comments or information on any quasi-judicial matter pending before the City Council, or on any topic for which Council has closed the public record. During election season, which starts when a candidate officially files their candidacy with the State or a county election office and runs through the election, no person may use public comment to promote or oppose any candidate for public office. Promoting a candidate for public office includes announcing a candidacy for public office, mentioning a specific campaign, or wearing a visible campaign button at the speaker's podium.

6.5 No person shall be allowed to address the Council while it is in session without the recognition of the Presiding Officer.

6.6 Persons testifying shall identify themselves for the record as to name, city of residence and any organization represented.

6.7 An instruction notice for speakers will be provided. Speakers will be advised by the Presiding Officer that their testimony is being recorded.

6.8 The Clerk shall be the timekeeper for all public testimony. Time cannot be donated by one speaker to another.

6.9 Printed forms shall be made available at all Council Meetings to allow for written

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

testimony to Council.

- 6.10 Speakers will not be permitted to present testimony via electronic methods (e.g. PowerPoint). Speakers may utilize visual aids. Hardcopies of all materials may be submitted to the City Clerk to distribute to the Council.

Section 7. Motions.

- 7.1 Unless otherwise provided for by statute, ordinance, resolution, or these Rules of Procedure, all votes shall be taken by voice, except that at the request of any Councilmember, a random roll call vote shall be taken by the City Clerk.
- 7.2 Prior to discussion of an Action Item, a Councilmember should make a motion, which is seconded by another Councilmember, on the topic under discussion. If the motion is not seconded, it dies. Some motions do not require a second: nominations, withdrawal of a motion, request for a roll call vote, and point of order.
- 7.3 In case of a tie vote on any motion, the motion shall be considered lost.
- 7.4 Motions shall be clear and concise and not include arguments for the motion.
- 7.5 After a motion has been made and seconded, Councilmembers may discuss their opinions on the issue prior to the vote. If they wish to do so, they may state why they will vote for or against the motion.
- 7.6 When the Council concurs or agrees with an item that does not require a formal motion, the Presiding Officer will summarize the Council's consensus at the conclusion of the discussion.
- 7.7 A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council.
- 7.8 A motion to table is nondebatable. It requires a majority to pass. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future meeting, at which time discussion can continue. If an item is tabled, it cannot be reconsidered at the same meeting.
- 7.9 A motion to postpone to a specific time is debatable, is amendable, and may be reconsidered at the same meeting. It requires a majority to pass. The motion being postponed must be considered at a later time in the same meeting or a specific future meeting.
- 7.10 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting. It requires a majority to pass. The merits of the main motion may be debated.

Attachment A Exhibit A
RESOLUTION NO. 485 - PROPOSED AMENDMENTS

- 7.11 A motion to call for the question shall close debate on the main motion and is nondebatable. This motion must receive a second and fails without a two-thirds (2/3) vote. Debate is reopened if the motion fails.
- 7.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- 7.13 When the discussion is concluded, the motion maker, Presiding Officer, or City Clerk, shall repeat the motion prior to voting.
- 7.14 The City Council votes on the motion as restated. If the vote is unanimous, the Presiding Officer shall state that the motion has been passed unanimously according to the number of Councilmembers present, such as "7-0" or "6-0." If the vote is not unanimous, the Presiding Officer shall state the number of Councilmembers voting in the affirmative and the number voting in the negative and whether the motion passes or fails.
- 7.15 If a Councilmember has a conflict of interest or an appearance of fairness question under State law, the Councilmember may recuse themselves from the issue and shall leave the Council Chamber during discussion and voting on the issue. That Councilmember shall be considered absent when voting occurs.
- 7.16 If a Councilmember is silent on a vote, it shall be recorded as an affirmative vote. If a Councilmember abstains, it shall be recorded as an abstention and not included in the vote tally.
- 7.17 No vote may be cast by proxy.
- 7.18 Once the vote has been taken, the discussion is closed. It is not necessary for Councilmembers to justify or explain their vote. If they wish to make their positions known, this should happen during the discussion preceding the vote.
- 7.19 After the question has been decided, any Councilmember who voted in the majority may move for a reconsideration of the motion. The motion for reconsideration must be made at the same or next regular meeting.
- 7.20 The City Attorney, in consultation with the City Clerk, shall decide all questions of interpretations of these policies and procedures and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these policies and procedures shall be governed by the current edition of Robert's Rules of Order. In the event of a conflict, these Council rules of procedure shall prevail.

Section 8. Items Requiring Four Votes.

The passage of any ordinance, grant or revocation of franchise or license, any resolution for the payment of money, any approval of warrants, and any resolution for the removal of the City Manager shall require the affirmative vote of at least a majority of the whole membership of the Council (four votes) [RCW 35A 13.170 and 35A.13.120].

Section 9. Council Representation.

- 9.1 Councilmembers who meet with, speak to, or otherwise appear before a community group or another governmental agency or representative must clearly state if their statement reflects their personal opinion or if it is the official stance of the City, or if this is the majority or minority opinion of the Council.
- 9.2 When Councilmembers represent the City or attend meetings in an official capacity as Councilmember, they must support and advocate the official City position on an issue, not a personal viewpoint.
- 9.3 Once the City Council has taken a position on an issue, all official City correspondence regarding the issue will reflect the Council's adopted position.
- 9.4 City letterhead shall not be used for correspondence of Councilmembers representing a dissenting point of view from an official Council position.
- 9.5 As a matter of courtesy, letters to the editor, or other communication of a controversial nature, which do not express the majority opinion of the Council, shall be distributed to the full Council so that Councilmembers may be made aware of the impending publication.
- 9.6 If the Council, in Executive Session, gives direction or consensus to City staff on proposed terms and conditions for any type of issue, all contact with the other party shall be done by the designated City staff representative handling the issue.

Section 10. Suspension and Amendment of Rules.

- 10.1 Any provision of these rules not governed by State law or City ordinance may be temporarily suspended by a majority vote of the Council.
- 10.2 It is the intent of the City Council that the rules of procedure be periodically reviewed as needed. These rules may be amended, or new rules adopted, by a majority vote of the Council, provided that the proposed amendments or new rules shall have been distributed to Council at least one week prior to such action.

Amended by Resolution No. 196
Amended by Resolution No. 205
Amended by Resolution No. 224
Amended by Resolution No. 244
Amended by Resolution No. 255
Amended by Motion, Dec. 7, 2009
Amended by Resolution No. 295
Amended by Resolution No. 296
Amended by Resolution No. 298
Amended by Resolution No. 299
Amended by Resolution No. 306
Amended by Resolution No. 310
Amended by Resolution No. 326
Amended by Resolution No. 334
Amended by Resolution No. 344
Amended by Resolution No. 380
Amended by Resolution No. 381
Amended by Resolution No. 422
Amended by Resolution No. 445
Amended by Resolution No. 470
Amended by Resolution No. 485