



**SHORELINE CITY COUNCIL  
VIRTUAL/ELECTRONIC REGULAR MEETING AGENDA  
Monday, January 10, 2022 at 7:00 p.m. on Zoom**

Join Zoom Webinar: <https://zoom.us/j/95015006341>  
Call into Webinar: 253-215-8782 | Webinar ID: 950 1500 6341  
(long distance fees may apply)

**The City Council is providing opportunities for public comment by submitting written comment or by joining the meeting webinar (via computer or phone) to provide oral public comment:**



**[Sign-Up to Provide Oral Testimony](#)** *Pre-registration is required by 6:30 p.m. the night of the meeting.*



**[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>
<b>1. CALL TO ORDER</b>		7:00
<b>2. ROLL CALL</b>		
(a) Proclamation of Martin Luther King, Jr. Day	<u>2a-1</u>	
<b>3. APPROVAL OF THE AGENDA</b>		
<b>4. REPORT OF THE CITY MANAGER</b>		
<b>5. COUNCIL REPORTS</b>		
<b>6. PUBLIC COMMENT</b>		
<i>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 <a href="#">Remote Public Comment Sign-in form</a>. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed up.</i>		
<b>7. CONSENT CALENDAR</b>		
(a) Minutes of Special Meeting of December 7, 2021	<u>7a-1</u>	
(b) Approval of Expenses and Payroll as of December 23, 2021 in the Amount of \$8,954,517.84	<u>7b-1</u>	
(c) Authorize the City Manager to Execute an Interagency Agreement with the Washington State Department of Transportation Accepting a Washington State Regional Mobility Grant in the Amount of \$5,000,000 for the N/NE 145 <sup>th</sup> (SR 523) – Interstate 5 Interchange Project	<u>7c-1</u>	
(d) Authorize the City Manager to Execute a Contract with the Center for Human Services in the Amount of \$108,000 for Mental Health Therapist Services for the Youth Outreach Leadership and Opportunities Program	<u>7d-1</u>	

(e) Authorize the City Manager to Execute a Purchase Order with Canon Financial Services Inc. in the Amount of \$75,709.92 for a 60-Month Lease for Two Copiers 7e-1

(f) Authorize the City Manager to Execute the Interlocal SeaShore Transportation Forum Agreement 7f-1

## 8. STUDY ITEMS

(a) Discussion of Shoreline School District Ballot Proposition No. 1 – Replacement of Expiring Levy for Educational Programs and Operations and Proposition No. 2 – Replacement of Expiring Capital Levy for Technology Improvement and Support 8a-1 7:20

(b) Discussion of Ordinance No. 953 – Rezoning 808, 812, 820, and 826 N 145<sup>th</sup> Street from Residential 12-units Per Acre (R-12) to Neighborhood Business (NB) (PLN21-0117) 8b-1 7:40  
*This is a quasi-judicial item for which the Council does not take public comment*

## 9. ADJOURNMENT 8:00

*Any person requiring a disability accommodation should contact the City Clerk's Office at 206-801-2230 in advance for more information. For TTY service, call 206-546-0457. For up-to-date information on future agendas, call 206-801-2230 or visit the City's website at [shorelinewa.gov/councilmeetings](http://shorelinewa.gov/councilmeetings). Council meetings are shown on the City's website at the above link and on Comcast Cable Services Channel 21 and Ziplly Fiber Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m.*

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**[LINK TO STAFF PRESENTATIONS](#)**



**[LINK TO PUBLIC COMMENT RECEIVED](#)**

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

<b>AGENDA TITLE:</b>	Proclamation Declaring January 17, 2022, as Dr. Martin Luther King Jr. Day in the City of Shoreline		
<b>DEPARTMENT:</b>	Community Services		
<b>PRESENTED BY:</b>	Sunil Tolton		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Proclamation

**ISSUE STATEMENT:**

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

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

As pastor of the Dexter Avenue Baptist Church in Montgomery, Alabama, Rev. Dr. King served as a member of the executive committee of the National Association for the Advancement of Colored People (NAACP) and was selected to lead the Montgomery Bus Boycott of 1955, which lasted 382 days and resulted in the end of segregation on buses. Following the victory from the Montgomery Bus Boycott, 60 ministers and civil rights activists founded the Southern Christian Leadership Conference (SCLC) in 1957 and elected Rev. Dr. King as president, which increased his national presence in support of nonviolent protests, Black voter registration drives, and community organizing efforts.

In 1963, images of Black children being brutally attacked with police dogs and water hoses in Birmingham, Alabama were broadcast nationally highlighted the terrors of racial injustice and Rev. Dr. King's "Letter from a Birmingham Jail" explained the rationale for direct action as necessary for change. On August 28, 1963, Rev. Dr. King gave his famous "I Have a Dream" speech at the historic March of Washington with over 200,000 people present. The demonstrations and increased national awareness of racial injustice led to the Civil Rights Act of 1964 which ended segregation in public places and banned employment discrimination. The calls for racial justice also enabled

Congress to pass the 1965 Voting Rights Act which prohibits racial discrimination in voting.

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

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

In recognition of his service, King County was officially renamed in his honor on April 19, 2005, when Washington Governor Christine Gregoire signed Senate Bill 5332 into law. This step finalized a process that began in 1986 when the King County Council passed a motion to name the county after Martin Luther King, Jr.

### **RECOMMENDATION**

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

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



## PROCLAMATION

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

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

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

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

**NOW, THEREFORE, I**, \_\_\_\_\_, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim January 17, 2022 as

## MARTIN LUTHER KING JR. DAY

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

\_\_\_\_\_  
, Mayor

## CITY OF SHORELINE

### SHORELINE CITY COUNCIL SUMMARY MINUTES OF SPECIAL MEETING

Council and Council-Elect Retreat

**Tuesday, December 7, 2021**

**Meeting held at the Lodge at St. Edwards Park**

**Livestreamed via Zoom**

**PRESENT:** Mayor Hall, Deputy Mayor Scully, Councilmembers Chang, McConnell, McGlashan, Roberts, and Robertson, and Councilmembers-elect Mork, Pobee, and Ramsdell

**ABSENT:** None

**STAFF:** Debbie Tarry, City Manager; John Norris, Assistant City Manager; and Pollie McCloskey, City Council Executive Assistant

**GUESTS:** Allegra Calder, Principal, BERK Consulting, Retreat Facilitator

The Special Meeting was called to order at 12:05 pm by Deputy Mayor Keith Scully who then provided opening remarks. Workshop Facilitator Allegra Calder then provided an overview of the agenda for the retreat and City Manager Debbie Tarry also provided some opening remarks. The Retreat attendees then ate lunch starting at 12:15 pm.

At 1:05 pm, Allegra Calder then led the Retreat participants through an activity where they answered questions to help everyone get to know one another better. Current City Councilmembers then discussed lessons learned as Councilmembers. Discussion topics included communication; how to move ideas forward for policy consideration and potential implementation; public comment; use of social media; and the importance of trust and positive relationships amongst Councilmembers. Councilmembers-elect also provided some thoughts and asked some questions of the current Councilmembers.

Council then discussed Council norms and started with a discussion of how agenda items are placed in front of Council. Also discussed was a continuation of Council communication protocols and practices; Council meeting packet development and delivery; Council meeting protocols; engaging and meeting with the City Manager; and responding to resident correspondence, among other topics.

The City Manager then provided an overview of the upcoming Council Strategic Planning Workshop, scheduled for March 2022, and how potential policy topics could be brought forth by Council. Some topics discussed for the Workshop included a review of the sidewalk prioritization plan; review of the City's SOAP (Stay out of Areas of Prostitution) and SODA (Stay out of Drug Areas) Ordinances; stipends for Board and Commission members and other volunteers serving on City committees; reauthorization of the City's Levy Lid Lift; discussion of

tree regulations affecting single-family parcels in the City and a review of the tree code amendments currently in front of the Planning Commission, including incentives for tree preservation and penalties for unlawful tree removal; review of the City's undergrounding policy in the Seattle City Light franchise and in agreements with other utility providers; a clear understanding of the regulations and laws around supporting ballot measures as elected officials; update and more information on criminal justice and court reforms currently included in the City Council goals; update on the City's efforts to outreach to marginalized communities and communities of color; accessibility and universal design for housing, including aging in place; review of the City of Seattle's Age Friendly Seattle policies; update on post-pandemic public engagement, including hybrid Council meetings and other meetings; removing barriers to access public transportation along the 145<sup>th</sup> Street Corridor; review of the mobile crisis team operations and how the City's RADAR (Response Awareness, De-escalation And Referral) program could engage with this team; review of the City's Resolution policies and practices; review of road safety measures, including level of service (LOS) standards and pedestrian LOS; review of LOS for park facilities and services; and business development policies and accomplishments, including a review of the first floor commercial pilot program.

Following this discussion, the Councilmembers-elect discussed having the oath of office ceremony conducted in person and that it be videotaped so that it could be played at the first Council meeting of the year, rather than having it be conducted in Zoom during the meeting.

Allegra Calder then asked Retreat attendees to provide any final reflections on the Retreat. The Retreat adjourned at 4:45 pm.

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

**AGENDA TITLE:** Approval of Expenses and Payroll as of December 23, 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 \$8,954,517.84 specified in the following detail:

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
11/14/21-11/27/21	12/3/2021	99973-100176	17672-17680	84231-84234	\$579,366.85
11/14/21-11/27/21	12/9/2021			WT1229-WT1230	\$103,852.43
11/28/21-12/11/21	12/17/2021	100177-100380	17681-17684	84431-84434	\$600,243.64
11/28/21-12/11/21	12/22/2021			WT1232-WT1233	\$102,004.91
					<u>\$1,385,467.83</u>

**\*Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
11/29/2021	1228	\$60,088.25
12/17/2021	1231	\$1,478,162.84
		<u>\$1,538,251.09</u>

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid



**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
12/1/2021	78995	78995	(\$3,000.00)
12/1/2021	84097	84097	\$3,000.00
12/1/2021	84098	84110	\$3,039.26
12/1/2021	84111	84116	\$12,184.89
12/1/2021	84117	84126	\$24,250.00
12/1/2021	84127	84148	\$163,459.64
12/1/2021	84149	84176	\$294,060.64
12/9/2021	84177	84192	\$345,893.25
12/9/2021	84193	84208	\$712.72
12/9/2021	84209	84224	\$1,076,926.34
12/9/2021	84225	84230	\$20,871.82
12/15/2021	84235	84251	\$1,026,578.69
12/15/2021	84252	84268	\$272,114.10
12/15/2021	84269	84289	\$382,352.03
12/15/2021	84290	84309	\$1,297,556.69
12/15/2021	83660	83660	(\$14,558.77)
12/15/2021	84310	84310	\$14,558.77
12/20/2021	84311	84311	\$1,040.95
12/20/2021	84312	84313	\$68,175.60
12/22/2021	84314	84342	\$331,296.79
12/22/2021	84343	84370	\$419,516.57
12/22/2021	84371	84401	\$85,515.90
12/22/2021	84402	84430	\$205,253.04
			<u>\$6,030,798.92</u>

Approved By: City Manager **DT**

City Attorney **MK**

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute an Interagency Agreement with the Washington State Department of Transportation Accepting a Washington State Regional Mobility Grant in the Amount of \$5,000,000 for the N/NE 145 <sup>th</sup> (SR 523) – Interstate 5 Interchange Project
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Tricia Juhnke, City Engineer
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Staff is requesting that the City Council authorize the City Manager to execute an agreement with the Washington State Department of Transportation (WSDOT) for a \$5,000,000 grant to fund the construction phase of the N/NE 145<sup>th</sup> (SR 523) – Interstate 5 Interchange Project, hereinafter referred to as the Interchange Project.

The City has been actively seeking funding to complete the Interchange Project since its inception in 2014. The City applied to WSDOT for grant funding through their Regional Mobility Grant program in 2020.

In January 2021, the City was notified that the Interchange Project was recommended for funding and in May 2021, the City was awarded a Washington State Regional Mobility Grant for the Project. The Project will replace signalized intersections with multilane roundabouts on the west and east sides of the 145<sup>th</sup>/I-5 overpass and add bicycle and pedestrian facilities, improving access to I-5 and future light rail and bus rapid transit. This Regional Mobility Grant will provide partial funding for the construction phase of the Project.

In accordance with the City’s Grants Management Policy, this grant agreement requires Council authorization for City Manager approval authority. Additionally, WSDOT requires formal Council authorization of interagency agreements prior to execution. WSDOT administers Federal and State funds awarded to the City of Shoreline.

**RESOURCE/FINANCIAL IMPACT:**

This project is included in the City’s adopted 2021-2026 Capital Improvement Plan. The project budget summary is as follows:

**EXPENDITURES**

City Staff	\$ 260,000
Direct Expenses	\$ 50,000
<b>Consultant Contracts</b>	
HW Lochner Contract, Including Supplement 1	\$ 2,124,935
HW Lochner Supplement 2, Including Management Reserve	\$ 2,471,183
WSDOT Review	\$ 125,000
WSDOT Project Administration Assistance	\$ 100,000
Right of Way Acquisition	\$ 6,000,000
Construction Administration & Engineering	\$ 2,500,000
Construction	\$ 13,359,343
Construction Contingency	<u>\$ 3,339,836</u>
<b>Total</b>	<b>\$ 30,070,297</b>

**REVENUE**

Roads Capital Fund	\$ 1,272,000
Federal STP Grant - Design 2018	\$ 3,892,500
Federal STP Grant - Construction 2020	\$ 4,920,000
Sound Transit Agreement	\$ 10,000,000
Transportation Improvement Board	\$ 5,000,000
<b>WSDOT Regional Mobility Grant - Construction 2021</b>	<b><u>\$ 5,000,000</u></b>
<b>Total</b>	<b>\$ 30,084,500</b>

With this grant and the pending Transportation Improvement Board (TIB) grant, the Interchange Project is fully funded, including contingency costs.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute an Interagency Agreement with the Washington State Department of Transportation accepting a Washington State Regional Mobility Grant in the amount of \$5,000,000 for the N/NE 145th (SR 523) – Interstate 5 Interchange Project.

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

## **BACKGROUND**

In 2016, the City began implementing improvements identified in the 145<sup>th</sup> Street Multimodal Corridor Study to improve access and safety for all travel modes and to improve access to Sound Transit's (ST) 145<sup>th</sup> Street Light Rail Station. In 2017, the City began design for improvements to the SR523/145<sup>th</sup> Street-Interstate 5 Interchange. During the initial design work, the City worked closely with the Washington State Department of Transportation (WSDOT), ST, Metro Transit, the City of Seattle, and other stakeholders to identify and agree to an interchange configuration of two roundabouts instead of traditional traffic signals.

In January 2020, the City Council concurred with staff's recommendation to proceed with design of the roundabout configuration. This recommendation also identified the need and commitment to find funding for the remainder of the project. The staff report for this Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport012720-8a.pdf>.

Since this time the City has secured the following funding for the Interchange Project:

- In 2020, the City received \$4,920,000 in additional funding from the Surface Transportation Program (STP).
- In November 2021, ST approved a \$10 Million contribution to the Project.

Also in November 2021, the City was notified of the pending award of \$5 Million from the Transportation Improvement Board (TIB) for the project. This grant will come to Council for authorization at a later date.

## **DISCUSSION**

The City applied to WSDOT for grant funding through their Regional Mobility Grant program in 2020. In January 2021, the City was notified that the Interchange Project was recommended for funding and in May 2021, the City was awarded a \$5 million Regional Mobility Grant. The grant funds will be used for the construction phase of the Project. The combination of this Regional Mobility Grant and the pending TIB grant provides the remaining funding needed to fully fund the Project.

The alternative of not authorizing this grant would result in the project not being fully funded. There are limited remaining funding alternatives and the project would likely not begin construction as scheduled in 2023 if Council does not provide authorization to the City Manager to execute the interagency agreement with WSDOT for this grant.

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

The Interchange Project directly supports two of the City Council's Goals:

- Goal 2 - Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment.
- Goal 3 - Continue preparation for regional transit in Shoreline.

## RESOURCE/FINANCIAL IMPACT

This project is included in the City's adopted 2021-2026 Capital Improvement Plan. The project budget summary is as follows:

### **EXPENDITURES**

City Staff	\$ 260,000
Direct Expenses	\$ 50,000
<b><i>Consultant Contracts</i></b>	
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Construction	\$ 13,359,343
Construction Contingency	<u>\$ 3,339,836</u>
<b>Total</b>	<b>\$ 30,070,297</b>

### **REVENUE**

Roads Capital Fund	\$ 1,272,000
Federal STP Grant - Design 2018	\$ 3,892,500
Federal STP Grant - Construction 2020	\$ 4,920,000
Sound Transit Agreement	\$ 10,000,000
Transportation Improvement Board	\$ 5,000,000
<b><i>WSDOT Regional Mobility Grant - Construction 2021</i></b>	<b><u>\$ 5,000,000</u></b>
<b>Total</b>	<b>\$ 30,084,500</b>

As is noted above, with this grant and the pending TIB grant, the Interchange Project is fully funded, including contingency costs.

## RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an Interagency Agreement with the Washington State Department of Transportation accepting a Washington State Regional Mobility Grant in the amount of \$5,000,000 for the N/NE 145th (SR 523) – Interstate 5 Interchange Project.

## ATTACHMENTS

Attachment A: WSDOT Interagency Capital Construction Grant Agreement



**Public Transportation Division**  
310 Maple Park Avenue S.E.  
P.O. Box 47387  
Olympia, WA 98504-7387

WSDOT Contact: Jeff Petterson 360-705-7917

<b>Regional Mobility Grant Program Capital Construction Grant Agreement</b>		
<b>Agreement Number</b>	PTD0420	<b>Contractor:</b>  <b>City of Shoreline</b> 17500 Midvale Ave North Shoreline, WA 98133-4905  <b>Contact:</b> Bob Earl 206-801-2479
<b>Term of Agreement</b>	July 1, 2021 through June 30, 2025	
<b>Vendor #</b>	911683888	
<b>CFDA #</b>	N/A	
<b>DUNS</b>	961859345	
<b>Service Area</b>	As defined in Section 1 - Scope of Work and Budget	

**THIS AGREEMENT**, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," either of which may be referred to individually as the "PARTY" and collectively as the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, WSDOT Public Transportation Division administers Regional Mobility Grant Program funds to provide assistance solely for transportation projects as identified in LEAP Transportation Document 2021-2 ALL PROJECT as developed on April 23, 2021, Program- Public Transportation Program (V);

WHEREAS, the CONTRACTOR has requested funds for the project or program(s) shown under Section 1 (hereinafter known as the "Project") which has been selected by WSDOT for funding assistance.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1**  
**Scope of Work and Budget**

**Project Title:** City of Shoreline – State Route 523 and I-5 Roundabouts

**UPIN #** 20210006

**Project Limits (County or Counties):** King County

**Scope of Work:** Replace signalized intersections with multilane roundabouts on the west and east sides of the 145th/I-5 overpass and add bicycle facilities, improving access to I-5 and future light rail and bus rapid transit.

<b>Funds</b>	<b>Federal Award Identification #</b>	<b>Current Percentage</b>	<b>Current Funds</b>	<b>Projected Funds</b>	<b>Total Current and Projected Funds</b>
Regional Mobility Funds	N/A	20%	3,500,000	1,500,000	5,000,000
Contractor's Funds	N/A	80%	20,000,000	20,000,000	20,000,000
<b>Total Project Cost</b>	N/A	<b>100%</b>	<b>23,500,000</b>	<b>21,500,000</b>	<b>25,000,000</b>

**Budget:** Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium. Projected Funds (if applicable) are subject to appropriation by the Washington State Legislature, once appropriated, funds will be added to this AGREEMENT by written amendment. Contractor's Funds reflect the total commitment over the life of the Project.

**Project Milestones**

<b>Phases</b>	<b>Date</b>
Preliminary Engineering Start Date	06/2017
Right of Way Certification (if applicable)	12/2021
Contract Award Date	11/2022
Construction Operationally Completed	12/2024

**Note:** The Project Milestone table is for planning purposes. While the total funding and match (contractor's funds) must be maintained, funding may be moved to different phases as mutually agreed upon by both PARTIES.

**Section 2**  
**Purpose of Agreement**

A. The purpose of this AGREEMENT is for WSDOT to provide capital funding to the CONTRACTOR for the design, acquisition, construction and/or improvements of capital facilities and infrastructure to be used in the provision of transportation services to persons in the State of Washington, referred to as the "Project." Reference to the "Project" shall include all such capital facilities, infrastructure and/or associated equipment ("Equipment") designed, acquired, constructed, improved or installed under this AGREEMENT.

B. On projects where WSDOT is providing only state funds and the contractor is using funds received directly from the federal government as their share or part thereof on the project, the contractor must assume full responsibility for complying with all federal rules and regulations. If the contractor is found in non-compliance with federal rules and regulations, the contractor shall provide a written notification to WSDOT supplying details related to the non-compliance. Both PARTIES will analyze and determine the impact on the scope, schedule, and funding of the project. Remedies required up to and including return of funds will be identified to ensure the project's scope of work is met as intended.

**Section 3**  
**Scope of Project**

The CONTRACTOR agrees to perform the work and complete the Project as described and detailed in Section 1. The CONTRACTOR shall complete the Project within the project limits described Section 1.

**Section 4**  
**General Compliance Assurance**

The CONTRACTOR agrees to comply with all instructions as prescribed in the *Regional Mobility Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is incorporated herein as if fully set forth in this AGREEMENT.

The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

**Section 5**  
**Term of Project**

The Project period of this AGREEMENT shall commence and terminate on the dates shown in the caption space header titled "Term of Agreement" regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header titled "Term of Agreement" and all caption space headers above are by this reference incorporated herein into the AGREEMENT as if fully set forth in the AGREEMENT.

**Section 6**  
**State Review of Project**

WSDOT shall review the Project identified in this AGREEMENT as Section 1, at least semiannually to determine whether the Project is making satisfactory progress. If WSDOT has awarded funds, but the CONTRACTOR does not report satisfactory activity within one (1) year of the initial grant award, WSDOT shall review the Project to determine whether the grant should be terminated as provided in Section 34, Termination.



## **Section 7**

### **Project Costs and Minimum Contractor's Match Requirement**

- A. The reimbursable costs of the Project shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination.
- B. The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1 – Scope of Work and Budget, indicated as Contractor's Funds. Any reduction in match will result in a proportional reduction in grant funds.

## **Section 8**

### **Inspection of the Project**

The CONTRACTOR shall inspect any Project Equipment purchased pursuant to this AGREEMENT at the time of delivery to the CONTRACTOR. The CONTRACTOR has 15 calendar days from delivery to either accept or reject the Project Equipment. If rejected, the CONTRACTOR shall provide a written notice specifying the Project Equipment deficiencies to its vendor and WSDOT, allowing the vendor a reasonable amount of time to cure the deficiencies or defect. Upon receipt and acceptance of Project Equipment, the CONTRACTOR agrees that it has fully inspected the Project Equipment and accepts it as suitable for the purpose under this AGREEMENT, as being in good condition and state of good repair, and that the CONTRACTOR is satisfied with the Project Equipment and that the Project Equipment complies with all applicable regulations, rules, and laws. Payment to the vendor must occur within thirty days of the Project Equipment acceptance.

## **Section 9**

### **Use of Park and Ride Facilities**

In order to be eligible to receive a Regional Mobility grant, a transit agency must establish a process for private transportation providers to apply for the use of park and ride facilities.

*Tier and Consolidated Grant funded projects are explicitly excluded from the provisions of Section 9-Use of Park and Ride Facilities.*

## **Section 10**

### **Miscellaneous Charges and Conditions**

The CONTRACTOR shall pay and be solely responsible for all storage charges, parking charges, late fees, and fines, as well as any fees and taxes, except applicable state sales or use tax, which may be imposed with respect to the Project by a duly constituted governmental authority as the result of the CONTRACTOR's use or intended use of the Project. All replacements, repairs, or substitutions of parts or Project Equipment shall be at the cost and expense of the CONTRACTOR.

## **Section 11**

### **Payment**

- A. State and/or federal funds may be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project as described in Section 1. Allowable Project expenses shall be determined by WSDOT as described in the Guidebook, and any amendments thereto. In no event shall the total amount reimbursed by WSDOT exceed the Total Project Cost, less any Contractor's Funds, identified in Section 1.
- B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled "Term of Agreement." Such costs to be reimbursed shall be calculated as described in the Guidebook, and any amendments thereto. WSDOT shall make no payments for costs incurred prior to the beginning or after the end date of

the “Term of Agreement” as set forth in the caption space header above. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once a month and no less than once per quarter. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of submission to WSDOT. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period, as defined in RCW 43.88, starting on July 1 and ending on June 30 the following year within the timeframe set forth in the caption space header of this AGREEMENT entitled “Term of Agreement” during which the work was performed. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

### **Section 12**

#### **Assignments, Subcontracts, and Leases**

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR’s direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 4, Sections 12 through 26 and Section 30, Section 33 and Section 34 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

### **Section 13**

#### **Reports and Project Use**

A. The CONTRACTOR agrees that the Project shall be used for the provision of transportation services within the area indicated in Section 1 for the term of the Project plus four years after the project is complete, as set forth in the Guidebook, and any amendments thereto. The CONTRACTOR further agrees that it will not use or permit the use of the Project in a negligent manner or in violation of any applicable law, or so as to avoid any insurance covering the same, or permit the Project to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to use the Project during the Project term and reporting period, the CONTRACTOR agrees that it may be required to refund up to the entire amount of the “State and/or Federal Funds” expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project facilities and/or infrastructure is withdrawn from Project use or when the Project or any part thereof is used in a manner substantially different from that identified in Section 1. If the Project is permanently removed from transportation services, the CONTRACTOR agrees to immediately notify WSDOT of its intentions regarding the disposal of the Project or any part of the Project thereof.

B. **Reports.** The CONTRACTOR shall submit quarterly reports to WSDOT for the Term of Project, regarding the progress of the Project. If this is a Regional Mobility or Transit project (TIER), annual performance reports for four calendar years after the project is operationally complete, as prescribed in the Guidebook, and any amendments thereto, or as WSDOT may require, including,

but not limited to, interim and annual reports. The CONTRACTOR shall keep satisfactory written records with regard to the use of Project and shall submit the following reports to, and in a form and at such times prescribed by WSDOT as set forth in the Guidebook, and any subsequent amendments thereto:

1. A draft Performance Measurement Plan (PMP) must be submitted to WSDOT before submitting the first reimbursement request. If the contractor does not submit a PMP and is nonresponsive to requests from WSDOT for improvements and information, the contractor may be deemed out of compliance.
2. An Annual Performance Report that includes a summary of overall project performance and supporting data.
3. Reports describing the current usage of the Project and other data which WSDOT may request from the CONTRACTOR by memos, e-mails or telephone requests.
4. In the event any portion of the Project sustains disabling damage, the CONTRACTOR shall notify WSDOT immediately after the occasion of the damage, including the circumstances thereof.
5. The CONTRACTOR shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT.

C. **Remedies for Misuse or Noncompliance.** If WSDOT determines that the Project has been used in a manner materially different from Section 1, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

#### **Section 14 Maintenance of the Project**

The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project to assure it remains in good and operational condition until the end of its useful life. The useful life of a constructed project is determined based on the Architectural/Engineering requirements for each type of structure, materials used, industry standards, and other federal and/or state standards and specifications. All service, materials, and repairs in connection with the use and operation of the Project during its useful life shall be at the CONTRACTOR's expense. CONTRACTORS who are transit agencies must also have a Transit Asset Management Plan certified by WSDOT that details the transit agency's plan to maintain the Project. All other CONTRACTORS must submit a written Maintenance Plan to WSDOT for approval prior to the occupation and/or operations of the Project. The CONTRACTOR agrees, at a minimum, to maintain the Project and service or replace parts at intervals recommended in the manuals and/or instructions provided by the subcontractors and/or component manufacturers, or sooner if needed. The CONTRACTOR shall have the Project routinely inspected and make arrangements for any appropriate service and repair under the manufacturer's warranty, if applicable. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project in accordance with Section 22, Audits, Inspection, and Retention of Records. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

#### **Section 15 Compliance with State Design Standards**

The CONTRACTOR agrees the Project design must comply with all applicable Washington State Standard Specifications for Road, Bridge, and Municipal Construction, and any applicable revisions thereto. Projects that wish to use design standards that differ from state standards must submit a request to WSDOT's Public Transportation Division and obtain documented approval before design work commences.

## Section 16

### No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof and the CONTRACTOR hereby agrees to include this provision in all contracts it enters into for the design, acquisition, and construction of facilities and/or infrastructure related to the Project, or the performance of any work to be accomplished under this AGREEMENT.

## Section 17

### Ethics

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the CONTRACTOR knowingly rent or purchase any Project equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not employ on a full, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

## Section 18

### Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in Chapter 49.60 RCW. Except when a federal statute or regulation pre-empts state or, local law, no provision of this AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. Thus if any provision or compliance with any provision of this AGREEMENT violates state, or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

## Section 19

### Labor Provisions

**Overtime Requirements.** No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

## Section 20

### Environmental Requirements and Archeological Preservation

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA). The CONTRACTOR also agrees to comply with all applicable requirements of Executive Order 05-05, Archeological and Cultural Resources, for all capital construction projects or land acquisitions for the purpose of a capital construction project, not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

**Section 21**  
**Accounting Records**

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

**Section 22**  
**Audits, Inspection, and Retention of Records**

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six (6) year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT, and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, maintenance records, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its contractors pertaining to the Project. The CONTRACTOR agrees to require each third party contractor to permit WSDOT, the State Auditor, or their duly authorized representatives, to inspect all work, materials, payrolls, maintenance records, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

**Section 23**  
**Permitting**

The CONTRACTOR agrees to be solely responsible for all required Federal, State and/or local permitting as related to the Project.

**Section 24**  
**Loss or Damage to the Project**

A. The CONTRACTOR, at its own expense, shall cover any loss, theft, damage, or destruction of the Project's facilities, associated equipment and/or infrastructure using either of the following methods:

1. The CONTRACTOR shall maintain property insurance for facilities, associated equipment and/or infrastructure adequate to cover the value of the Project; the CONTRACTOR shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first request for reimbursement, and supply proof of renewal annually thereafter; or

2. The CONTRACTOR shall certify that it has self-insurance and provide a written certificate of self-insurance to WSDOT with the first request for reimbursement, and annually thereafter. The CONTRACTOR will cover from its own resources the costs of repairing or replacing any Project facilities, associated equipment and/or infrastructure, if it is stolen, damaged, or destroyed in any manner.

B. If the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the CONTRACTOR. The CONTRACTOR shall, within thirty (30) days, either:

1. Devote all of the insurance proceeds received to repair the Project and place it back in service, and the CONTRACTOR shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or

2. In the event the CONTRACTOR certified to self- insurance, devote all funds necessary to repair the Project and place it back into service.

C. If the Project is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to the CONTRACTOR and within fifteen (15) days the CONTRACTOR shall pay WSDOT its proportionate funded share of such proceeds received. The CONTRACTOR shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project facilities, associated equipment and/or infrastructure; or

2. Does not intend to replace the lost Project facilities, associated equipment and/or infrastructure.

D. If the CONTRACTOR intends to replace the Project facilities, associated equipment and/or infrastructure then WSDOT will reimburse the CONTRACTOR upon receipt of an approved invoice, funds up to the amount WSDOT received in insurance proceeds.

E. Coverage, if obtained or provided by the CONTRACTOR in compliance with this section, shall not be deemed as having relieved the CONTRACTOR of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

### **Section 25 Liens on the Project**

WSDOT shall be listed as the legal owner on titles and hold titles for all vehicles the CONTRACTOR acquires using federal funds through WSDOT's grant program. WSDOT will have legal ownership to any non-vehicle Project Equipment the CONTRACTOR acquires or modifies using the "Federal and/or State Funds" identified in Section 1. For the purposes of this Agreement, equipment shall mean all tangible, nonexpendable, personal property that has a service life of more than one year and an acquisition and installation cost of \$5,000 or more per unit. If the Contractor acquires vehicles using state funds provided through WSDOT's grant program, WSDOT may within its discretion, allow the CONTRACTOR to be listed as the legal owner and hold title. In all cases, WSDOT will maintain a copy of titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their minimum useful life.

The CONTRACTOR has legal title to the Project and any portion thereof during its useful life as set forth in this Section and agrees that it shall not use the Project or any portion thereof as collateral, nor shall the CONTRACTOR encumber the Project in any way without the consent of WSDOT, which consent shall not be unreasonably withheld or delayed. If the CONTRACTOR determines to discontinue use of the Project before the end of its useful life, it shall consult with WSDOT as to appropriate disposition alternatives, including transferring the use of the Project to another agency for purposes consistent with the original grant award or reimbursing WSDOT for its proportional State funded share of the disposal price. The CONTRACTOR shall follow the terms stated in Section 12A regarding use and disposal of the Project and/or any portion thereof.

**Section 26**  
**Limitation of Liability**

A. The CONTRACTOR shall indemnify, defend, and hold WSDOT, its agents, employees, and officers harmless from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

**Section 27**  
**Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters he or she is acting solely as an agent of WSDOT.

**Section 28**  
**WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the Project as it is defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

**Section 29**  
**Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**Section 30  
Lack of Waiver**

In no event shall any WSDOT payment of funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default

**Section 31  
Changed Conditions Affecting Performance**

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

**Section 32  
Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by persons authorized to bind each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, UPIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

**Section 33  
Disputes**

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division's Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR'S receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



**Section 34  
Termination**

**A. Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government or WSDOT determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

**B. Termination for Default.** WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Take any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Failure to perform the Project or any part thereof including, but not limited to:
  - a) Failure to build the Project according to the design specifications and all applicable building code required standards;
  - b) Failure to remedy all material defects in the performance of the Project and correct all faulty workmanship by the CONTRACTOR or its subcontractors in a timely manner;
  - c) Failure to take any necessary and reasonable action which could affect the ability of the Project to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
  - d) Failure to make reasonable and appropriate use of the Project real property, facilities, equipment and/or infrastructure.
4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

5. Fails to perform in the manner called for in this AGREEMENT, or fails, to comply with or, is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

### **Section 35 Venue and Process**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

### **Section 36 Changed Conditions Affecting Performance**

The CONTRACTOR hereby agrees to immediately notify WSDOT in writing of any change in conditions or law, or of any other event, including any current or prospective dispute, which may adversely affect WSDOT's interest in the Project or affect CONTRACTOR's ability to perform the Project in accordance with the provisions of this AGREEMENT.

### **Section 37 Subrogation**

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project or other property in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the Contractor.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to

WSDOT due to damage to the Project. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 38  
Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 39  
Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 40  
Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 41  
Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal Law
2. State Law
3. This AGREEMENT
4. The Guidebook

**Section 42  
Agreement Close Out**

The CONTRACTOR shall notify WSDOT if the AGREEMENT is completed prior to the end date set forth in the caption header, "Term of Agreement" by written notification and in its capital Quarterly Progress Report, as referenced in the Guidebook, and any amendments thereto, for the quarter in which the project is completed. WSDOT will prepare an amendment to modify the AGREEMENT to reflect the actual amount spent and the Project completion date. WSDOT will send a close out letter to the CONTRACTOR.

**Section 43  
Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 44  
Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

\_\_\_\_\_  
Brian Lagerberg, Director  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute a Contract with the Center for Human Services in the Amount of \$108,000 for Mental Health Therapist Services for the Youth Outreach Leadership and Opportunities Program
<b>DEPARTMENT:</b>	Recreation, Cultural and Community Services
<b>PRESENTED BY:</b>	Mary Reidy, Recreation Superintendent
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input type="checkbox"/> Discussion

**PROBLEM/ISSUE STATEMENT:**

King County Best Starts for Kids (BSK) is a voter approved initiative designed to “help put every baby born and every child raised in King County on a path toward lifelong success”. The City of Shoreline’s Youth and Teen Development Program within the Recreation Division was awarded \$543,355 over three years in grant funding for the Youth Outreach Leadership and Opportunities (YOLO) program. The City Council approved the acceptance of this grant award at their [November 13, 2017, Council meeting](#).

Subsequently, King County extended this grant for an additional year awarding the City an additional \$112,113 for 2021. The City Council approved the acceptance of this grant award at their [January 25, 2021, Council meeting](#). King County is now extending again the grant and the details are being finalized and will be brought to Council at a later meeting.

The YOLO program provides much needed resources and opportunities at the City of Shoreline Teen Center and the Ballinger Homes King County Housing Authority complex. The two components of YOLO are youth employment focused on connecting youth to services and mental health therapist services. The mental health therapist services component is provided through the Center for Human Services (CHS). At Council’s [June 14, 2021, Council meeting](#), Council approved \$225,000 of American Rescue Plan Act (ARPA) funding to be used in 2022 to ensure continuation of services for both components of the YOLO program.

Tonight, staff is requesting Council authorization for the City Manager to enter into a service contract with CHS for 2022 for the mental health therapist services cited above to provide the community with continuity of services. The scope of work of the CHS contract is attached to this staff report as Attachment A.

**RESOURCE/FINANCIAL IMPACT:**

This one-year service contract with CHS is \$108,000 and is funded by the BSK grant award and approved ARPA funding, if needed. The contract will run through December 31, 2022.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a contract with the Center for Human Services for \$108,000 to provide mental health therapist services for 2022 for the Youth Outreach Leadership and Opportunities program.

**ATTACHMENTS:**

Attachment A – Scope of Work for 2022 Center for Human Services Contract for Mental Health Therapist Services

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

**EXHIBIT A**

**AGREEMENT FOR HUMAN SERVICES  
SCOPE OF SERVICES TO BE PERFORMED  
AND PROGRAM PERFORMANCE MEASURES**

Scope of Services to be Provided by the Consultant during the term of this agreement: The Consultant shall work in collaboration with the City of Shoreline's Youth and Teen Development Program (YTDP) to implement the King County Best Starts for Kids funded Youth Outreach Leadership and Opportunities (YOLO) program. The YOLO program will provide much needed resources and opportunities at the City of Shoreline Teen Center and the Ballinger Homes King County Housing Authority complex with a focus on youth-led outreach efforts via employment opportunities for those youth. The program includes employing youth leaders to promote the wide range of Shoreline Teen Programs, and an on-site mental health specialist.

1. **Scope of Work.** As part of this program, the Consultant will provide the following as it related to those program components:
  - a. Youth Leaders. While the youth leaders will be City extra help employees, the Consultant will "host" leaders at their Ballinger Homes Out-of-School Program, as agreed upon with City staff.
  - b. On-site Mental Health Therapist. The Consultant will employ a mental health therapist that will be embedded into the service delivery teams at both locations. The therapist will "hang-out" with the kids at the Teen Center and at the Ballinger Homes OST Program to build rapport with the youth and gently solicit participants in the training program or other services. The therapist will be a caring adult outside of the youth's families who serves as a role model. After rapport is established, the therapist may introduce the idea of participating in the trainings, and/or screening/assessment to youth who seem to be experiencing behavioral health issues. The therapist may provide on-site individual therapy or group therapy for those who want it, depending on the willingness of the youth. The therapist will also be in the position to refer youth to more intensive treatment or other services if necessary.
  
2. **Program Requirements and Performance Measures.**
  - a. The Consultant agrees to provide, at minimum, 100 youth contact hours per month, either directly in program or through a virtual platform as agreed upon with YTDP staff monthly.
  - b. The Consultant agrees to attend monthly community partner meetings as well as weekly YTDP staff team meetings.
  - c. The Consultant will coordinate with YTDP to develop a monthly work calendar that will outline direct service program hours and administrative time
  - d. The Consultant will provide a qualified substitute Mental Health Therapist, pre-approved by YTDP staff, in the event of anticipated or extended leave longer than one week.
  - e. The Consultant agrees to coordinate with YTDP staff to submit quarterly reports required by King County Best Starts for kids including relevant client data and program narrative in a timely manner as required by the funder.
  - f. Public Information:
    - i. Whenever possible, the City of Shoreline and the Best Starts for Kids Grant program will be recognized in Consultant publications and other informational mediums as a financial supporter of the program.

- ii. In all news releases and other public notices related to projects Agreement, the Contractor shall include information identifying the source of funds as the City of Shoreline and the King County Best Starts for Kids program.
- g. Conflict of Interest:
  - i. Interest of Officers, Employees, or Agents: No officer, consultant, elected or appointed official, employee, or agent of the Contractor or Agency who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
  - h. All records required by this agreement shall be retained by the Consultant for a minimum of seven (7) years, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the seven-year period. The period of time shall commence on January 1 of the year following the year in which the final invoice was paid.
- 3. Payments.** Consultant will be paid on a reimbursement-based system. 2022 costs are estimated not to exceed \$108,000.
- 4. Contract Administration.**
  - a. The Consultant will notify the City, in writing, within ten (10) days of any changes in program personnel or signature authority.
  - b. The Consultant's main contact for the day-to-day operations of the program will be Beratta Gomillion.
  - c. The City's main contact for the day-to-day contract administration will be Amanda Zollner.
  - d. The Consultant will provide the City with a copy of their independent audit, when completed.
- 5. Reports and Reimbursement Requests.** The Consultant shall submit a Billing Voucher and Performance Measures Report on a monthly basis.



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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute a Purchase Order with Canon Financial Services Inc. in the Amount of \$75,709.92 for a 60-Month Lease for Two Copiers
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Karen Mast, Information Technology Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City's 2016, 60-month lease for 11 copiers expired early in 2021. In July, the City entered a new 60-month lease with Canon Financial Services Inc. for six (6) copiers to replace the 11 copiers. The cost of this lease agreement is \$73,187.80 over the life of the lease, which is within the City Manager's authority for approval. The six copiers are only the first installment of copiers needed to meet the business needs of Shoreline's staff and volunteers.

Staff has determined that two (2) additional copiers are needed. The 60-month lease with Canon Financial Services Inc. for these two additional copiers is \$75,709.92. As the cost of both contracts will be \$148,897.72 over the life of the 60-month leases, which is over the City Manager's authority for approval, the additional lease requires Council approval. The cost for these leases is based on the Washington State NASPO (National Association of State Procurement Officials) contract.

In addition to the lease agreements, the City will enter into support agreements for these copiers which include maintenance and toner based on copy counts. These charges are variable but far less than the lease agreements.

Canon Financial Services Inc. is an approved vendor on the Washington State NASPO contract. Staff is requesting Council authorization for the City Manager to execute the second lease with Canon Financial Services Inc.

**RESOURCE/FINANCIAL IMPACT:**

The cost of the original lease agreement is \$73,187.80. The cost of the additional lease agreement is \$75,709.92. The two leases combined will total \$148,897.72. Funding for this contract will be from the ongoing operating budget for the Information Technology Division within the Administrative Services Department. The Division has sufficient funds in the operating budget for these lease and maintenance costs.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a 60-month lease with Canon Financial Services Inc. in the amount of \$75,709.92 for two additional copiers.

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

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute the Interlocal SeaShore Transportation Forum Agreement
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Jim Hammond, Intergovernmental Relations Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The SeaShore Transportation Forum (Forum) is a forum for cities and jurisdictions in North King County, Seattle and South Snohomish County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for transportation decisions. The current Interlocal SeaShore Transportation Forum Agreement (Forum Agreement), which funds and dictates operations of the Forum, will expire in early 2022 and a new Forum Agreement is needed.

The Forum Agreement dictates yearly dues, how the Forum will be organized, and which jurisdictions are voting vs. non-voting members. Voting members include King County and the cities of Shoreline, Seattle and Lake Forest Park. Voting members weigh in on issues such as recommendations on policies and plans to transit agencies including Metro and Sound Transit; to planning agencies including King County, Puget Sound Regional Council (PSRC), and WSDOT; and identification of projects for the regional funding competition of the Transportation Policy Board.

The agreements from member agencies are required in order for King County to collect dues and staff the forum. The agreement was last signed in 2017 and runs through early 2022. The proposed renewal agreement (Attachment A) runs through the end of 2025, unless terminated sooner.

**RESOURCE/FINANCIAL IMPACT:**

Forum dues are \$100 per year, which is ongoing. This agreement continues existing levels of payment and does not represent a new cost.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the 2022-2025 Interlocal SeaShore Transportation Forum Agreement.

**ATTACHMENT:**

Attachment A: 2022-2025 Interlocal SeaShore Transportation Forum Agreement

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

**SeaShore Transportation Forum  
Agreement**

**Parties to Agreement**

City of Lake Forest Park  
City of Seattle  
City of Shoreline  
King County

Approved by the SeaShore Transportation Forum on October 1, 2021, and transmitted to parties for approval and signature on October 1, 2021.

THIS AGREEMENT is made and entered into by and among the CITY OF LAKE FOREST PARK, hereafter called “Lake Forest Park”; the CITY OF SEATTLE, hereafter called “Seattle”; the CITY OF SHORELINE, hereafter called “Shoreline”; and KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County”, as members of the SeaShore Transportation Forum.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the SeaShore Transportation Forum has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the north King-south Snohomish County area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**1.0 Purpose of this Agreement**

The purpose of this Agreement is to recognize the SeaShore Transportation Forum as the transportation board for the north King-south Snohomish County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions.

**2.0 Members and Voting**

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all of the following issues before the SeaShore Transportation Forum, unless otherwise noted, including:

1. Administrative issues, such as additional members and use of dues.
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.

4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs and projects.
6. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2 Members with Limited Voting Rights: The SeaShore Transportation Forum may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to this agreement in attendance at a regular meeting.

1. Recommendations to WSDOT on policies, programs and projects.
2. Recommendations to the PSRC on plans, policies, programs, and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities, and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2a Such members and voting rights, if any, shall be listed in operating procedures to be adopted by the SeaShore Transportation Forum.

2.3 Non-Voting Members: The SeaShore Transportation Forum may add non-voting members by unanimous vote of the parties to this agreement in attendance at a regular meeting. The SeaShore Transportation Forum may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3a Such members shall be included in operating procedures to be adopted by the SeaShore Transportation Forum.

### 3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows:

<b>Full Voting Members</b>	<b>Number of Representatives</b>
City of Lake Forest Park	2
City of Seattle	2
City of Shoreline	2
King County	3
<b>Limited Voting Members</b>	<b>Number of Representatives</b>
Snohomish County	1

3.2 Elected officials shall be appointed to the SeaShore Transportation Forum by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers representing districts in Seattle and North King County and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

#### **4.0 Operating Procedures**

4.1 The SeaShore Transportation Forum shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) shall be elected per the operating procedures and shall be responsible for setting meeting agenda, running meetings, and any other activities identified in the operating procedures.

#### **5.0 Lead Agency**

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the SeaShore Transportation Forum (Forum). King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency, in its sole discretion, shall determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining the Forum membership rosters and distribution lists; arranging for Forum meetings, including scheduling, agendas and rooms; collecting, administering and disbursing Forum dues; providing Forum meeting support to the chair(s) and vice chair(s); attending Forum meetings; and preparing Forum meeting summaries.

#### **6.0 Financing and Cost Sharing Guidelines**

6.1 Yearly Dues: The SeaShore Transportation Forum members shall pay a minimum of \$100 per full voting representative in annual dues to remain members in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the SeaShore Transportation Forum as prescribed in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the SeaShore Transportation Forum. The designated Lead Agency shall not be required to pay yearly dues.

6.2 Annual Review of Financing: The SeaShore Transportation Forum shall determine by June 30 of each year whether additional annual dues above \$100 per voting representative will be required of the Seashore Transportation Forum member jurisdictions for the following year. Additionally, King County will provide the SeaShore Transportation Forum a status update on funds collected and funds remaining by June 30 of each year.

6.3 Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

## **7.0 Withdrawal of a Party from this Agreement**

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair(s) of the SeaShore Transportation Forum at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to the SeaShore Transportation Forum and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

## **8.0 Duration**

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2023, provided that unless terminated earlier in accordance with Section 9.0, this Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2024, and ending no later than December 31, 2025.

## **9.0 Termination**

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

## **10.0 Real and Personal Property**

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

## **11.0 Return of Funds**

At such time as this Agreement expires without being extended or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

## **12.0 Filing**

This Agreement shall be filed with the King County Department of Records and Elections.



**13.0 Legal Relations**

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party’s obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party’s own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorney’s fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party’s withdrawal from this Agreement.

**14.0 Entirety and Modifications**

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

**15.0 Counterparts**

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

City of Lake Forest Park	City of Shoreline	City of Seattle
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

King County  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

<b>AGENDA TITLE:</b>	Discussion of Shoreline School District Ballot Proposition No. 1 – Replacement of Expiring Levy for Educational Programs and Operations and Proposition No. 2 – Replacement of Expiring Capital Levy for Technology Improvement and Support –
<b>DEPARTMENT:</b>	City Manager’s Office
<b>PRESENTED BY:</b>	Christina Arcidy, Management Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

At their August 24, 2021, meeting, the Shoreline School District Board of Directors unanimously approved Resolution No. 2021-14, Proposition No. 1 – Replacement of Expiring Levy for Educational Programs and Operations and Resolution No. 2021-15, Proposition No. 2 – Replacement of Expiring Capital Levy for Technology Improvement and Support, and placed both Propositions on the February 8, 2022, special election ballot.

Tonight, Dr. Susana Reyes, the Shoreline School District Superintendent, will present factual information about Propositions No. 1 and No. 2 to the Shoreline City Council. There is no planned action related to tonight’s presentation. State law allows the Council to take a position on such propositions by following specific procedures. This would include asking staff to prepare a resolution and allowing equal time for public comment for those both in favor of or against the action. The City Manager and the School District Superintendent have discussed such an option and given the limited time frame before ballots are issued, the City Manager recommends that the Council not pursue a resolution at this time, but rather have the presentation by the School District Superintendent.

**RESOURCE/FINANCIAL IMPACT:**

There is no resource or financial impact to tonight’s discussion. Individual property owners may use the King County Assessors Tax Transparency Tool to estimate the impact of the proposed levy on their property taxes: [Tax Transparency Tool](#).

**RECOMMENDATION**

Staff recommends that City Council discuss Shoreline School District Ballot Proposition No. 1 – Replacement of Expiring Levy for Educational Programs and Operations and Proposition No. 2 – Replacement of Expiring Capital Levy for Technology Improvement and Support.

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

## **BACKGROUND**

At their August 24, 2021, meeting, the Shoreline School District Board of Directors unanimously approved Resolution No. 2021-14, Proposition No. 1 – Replacement of Expiring Levy for Educational Programs and Operations (Attachment A) and Resolution No. 2021-15, Proposition No. 2 – Replacement of Expiring Capital Levy for Technology Improvement and Support (Attachment B), and placed both Propositions on the February 8, 2022, special election ballot.

Proposition No. 1, the Replacement of Expiring Levy for Educational Programs and Operations, would generate approximately \$108,750,000 over four years. It would continue funding for education programs not fully supported by state and federal funding, including special education staff and instructional programs, highly capable programs and academic support for students; nurses, family advocates, librarians, and counselors; building maintenance, utilities and transportation; extra-curricular student activities, including music, drama and athletics; and professional development and all Time Responsibility and Incentive (TRI) compensation for teachers and staff.

The average estimated tax rate over four years for Proposition No. 1 would be \$1.41 per \$1,000 of assessed property value annually. For a median valued home (\$534,000 in 2020), this would equal \$790 per year or \$65 per month.

Proposition No. 2, the Replacement of Expiring Capital Levy for Technology Improvement and Support, would generate \$14,000,000 over four years. This replacement levy funds instructional technology and internet access for students and staff across the district. These funds help pay for student and staff computers and technology access; software, online subscriptions, resources and classroom curriculum; annual maintenance and licensing; equipment upgrades and replacement; staffing, professional development and training; network servers and wireless infrastructure; and email and website services for families, students, and staff.

The average estimated tax rate over four years for Proposition No. 2 would be \$0.18 per \$1,000 of assessed property value annually. For a median valued home (\$534,000 in 2020), this would equal \$96 per year or \$8 per month.

## **DISCUSSION**

Tonight, Dr. Susana Reyes, the Shoreline School District Superintendent, will present factual information about Propositions No. 1 and No. 2 to the Shoreline City Council. The City Council will then discuss the Propositions and have an opportunity to ask the Shoreline School District Superintendent questions. There is no planned action related to tonight's presentation. State law allows the Council to take a position on such propositions by following specific procedures. This would include asking staff to prepare a resolution and allowing equal time for public comment for those both in favor of or against the action.

The City Manager and the School District Superintendent have discussed such an option and given the limited time frame before ballots are issued, the City Manager recommends that the Council not pursue a resolution at this time, but rather have the

presentation by the School District Superintendent. Staff is planning to present information to the School Board on Tuesday, January 11, regarding Shoreline's Park Bond Measure that will appear on the February ballot. The Superintendent does not anticipate that the School Board will pursue taking a position on the City's ballot measure following that presentation.

### **RESOURCE/FINANCIAL IMPACT**

There is no resource or financial impact to tonight's discussion. Individual property owners may use the King County Assessors Tax Transparency Tool to estimate the impact of the proposed levy on their property taxes: [Tax Transparency Tool](#).

### **RECOMMENDATION**

Staff recommends that City Council discuss Shoreline School District Ballot Proposition No. 1 – Replacement of Expiring Levy for Educational Programs and Operations and Proposition No. 2 – Replacement of Expiring Capital Levy for Technology Improvement and Support.

### **ATTACHMENTS**

Attachment A: Shoreline School District Resolution No. 2021-14

Attachment B: Shoreline School District Resolution No. 2021-15

**SHORELINE SCHOOL DISTRICT NO. 412  
KING COUNTY, WASHINGTON**

**RESOLUTION NO. 2021-14**

**PROPOSITION NO. 1 - REPLACEMENT OF EXPIRING LEVY FOR  
EDUCATIONAL PROGRAMS AND OPERATIONS**

A RESOLUTION of the Board of Directors of Shoreline School District No. 412, King County, Washington, providing for the submission to the voters of the District at a special election to be held on February 8, 2022, of a proposition authorizing an excess tax levy to be made annually for four years commencing in 2022 for collection in 2023 of \$26,000,000, in 2023 for collection in 2024 of \$26,500,000, in 2024 for collection in 2025 of \$27,500,000, and in 2025 for collection in 2026 of \$28,750,000, for the District's General Fund to pay expenses of educational programs and operations; designating the District's Deputy Superintendent and special counsel to receive notice of the ballot title from the Director of Elections of King County, Washington; and providing for related matters.

ADOPTED: AUGUST 24, 2021

*This document prepared by:*

*FOSTER GARVEY P.C.  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101  
(206) 447-5339*

SHORELINE SCHOOL DISTRICT NO. 412  
KING COUNTY, WASHINGTON

RESOLUTION NO. 2021-14

A RESOLUTION of the Board of Directors of Shoreline School District No. 402, King County, Washington, providing for the submission to the voters of the District at a special election to be held on February 8, 2022, of a proposition authorizing an excess tax levy to be made annually for four years commencing in 2022 for collection in 2023 of \$26,000,000, in 2023 for collection in 2024 of \$26,500,000, in 2024 for collection in 2025 of \$27,500,000, and in 2025 for collection in 2026 of \$28,750,000, for the District's General Fund to pay expenses of educational programs and operations; designating the District's Deputy Superintendent and special counsel to receive notice of the ballot title from the Director of Elections of King County, Washington; and providing for related matters.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SHORELINE SCHOOL DISTRICT NO. 412, KING COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Shoreline School District No. 412, King County, Washington (the "District"), takes note of the following facts and makes the following findings and determinations:

(a) Calendar year 2022 is the last year of collection of the District's current four-year General Fund educational programs and operations tax levy, which was authorized pursuant to Resolution No. 2017-24, adopted by the Board on November 6, 2017, and approved by the voters at a special election held and conducted within the District on February 13, 2018.

(b) With the expiration of the District's current four-year General Fund educational programs and operations tax levy, it appears certain that the money in the District's General Fund for the school years 2022-2023, 2023-2024, 2024-2025, 2025-2026 and 2026-2027 will be insufficient to permit the District to meet the educational needs of its students and pay expenses of educational programs and operations support not funded by the State of Washington, all as more particularly set forth in Section 3 of this resolution, during such school years, and that it is necessary that a replacement excess tax levy of \$26,000,000 be made in 2022 for collection in 2023, \$26,500,000 be made in 2023 for collection in 2024, \$27,500,000 be made in 2024 for collection in 2025, and \$28,750,000 be made in 2025 for collection in 2026 for the District's General Fund to provide the money required to meet those expenses.

(c) The District's proposed four-year General Fund educational programs and operations tax levy authorized in this resolution provides for approximately the same educational programs and operations purposes as the District's expiring four-year General Fund educational programs and operations tax levy.

(d) Pursuant to Article VII, Section 2(a) of the Washington Constitution and Revised Code of Washington ("RCW") 84.52.053, the District may submit to its voters at a special election,

for their approval or rejection, a proposition authorizing the District to levy annual excess property taxes for support of the District's educational programs and operations expenses.

(e) The District has received or, prior to the time the ballot proposition authorized in this resolution is submitted to the voters, the District will have received approval of its educational programs and operations tax levy expenditure plan from the Office of the Superintendent of Public Instruction under RCW 28A.505.240 as required by RCW 84.52.053(4), a copy of which is or will be on file with the District.

Section 2. Calling of Election. The Director of Elections of King County, Washington, as *ex officio* Supervisor of Elections (the "Auditor"), is requested to call and conduct a special election in the manner provided by law to be held in the District on February 8, 2022, for the purpose of submitting to the District's voters, for their approval or rejection, the proposition authorizing a replacement General Fund educational programs and operations tax levy on all of the taxable property within the District (the assessed value of such representing 100% of true and fair value unless specifically provided otherwise by law) to be made annually for four years commencing in 2022 for collection in 2023 of \$26,000,000, the estimated dollar rate of tax levy required to produce such an amount being \$1.48 per \$1,000 of assessed value, in 2023 for collection in 2024 of \$26,500,000, the estimated dollar rate of tax levy required to produce such an amount being \$1.44 per \$1,000 of assessed value, in 2024 for collection in 2025 of \$27,500,000, the estimated dollar rate of tax levy required to produce such an amount being \$1.38 per \$1,000 of assessed value, and in 2025 for collection in 2026 of \$28,750,000, the estimated dollar rate of tax levy required to produce such an amount being \$1.33 per \$1,000 of assessed value, all in excess of the maximum tax levy specified by law for school districts without voter approval. The exact tax levy rate and amount to be collected may be adjusted based upon the actual assessed value of the taxable property within the District and the limitations imposed by law at the time of the tax levy.

Section 3. Use of Taxes. If the proposition authorized by this resolution is approved by the requisite number of voters, the District will be authorized to levy the excess property taxes up to the amounts provided in this resolution to meet the educational needs of its students and pay expenses of educational programs and operations support not funded by the State of Washington, during the school years 2022-2023, 2023-2024, 2024-2025, 2025-2026 and 2026-2027, all as may be authorized by law and determined necessary by the Board. Pending the receipt of those taxes, the District may issue short-term obligations pursuant to chapter 39.50 RCW or contract indebtedness pursuant to RCW 28A.530.080. Upon receipt, the District may use those taxes to repay such short-term obligations or indebtedness, all as may be authorized by law and determined necessary and advisable by the Board.

*[Remainder of page intentionally left blank]*

Section 4. Form of Ballot Title. Pursuant to RCW 29A.36.071, the King County Prosecuting Attorney is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

PROPOSITION NO. 1

SHORELINE SCHOOL DISTRICT NO. 412

REPLACEMENT OF EXPIRING LEVY FOR EDUCATIONAL PROGRAMS AND OPERATIONS

The Board of Directors of Shoreline School District No. 412 adopted Resolution No. 2021-14, concerning a proposition to finance educational programs and operations expenses. This proposition would authorize the District to meet educational needs of its students by levying the following excess taxes, in place of the expiring levy, on all taxable property within the District, for support of the District’s educational programs and operations expenses not funded by the State of Washington:

<u>Collection Year</u>	<u>Estimated Levy Rate/\$1,000 Assessed Value</u>	<u>Levy Amount</u>
2023	\$1.48	\$26,000,000
2024	\$1.44	\$26,500,000
2025	\$1.38	\$27,500,000
2026	\$1.33	\$28,750,000

all as provided in Resolution No. 2021-14. Should this proposition be approved?

LEVY . . . YES                       LEVY . . . NO

Section 5. Authorization to Deliver Resolution to Auditor and Perform Other Necessary Duties. The Secretary to the Board (the “Secretary”) or the Secretary’s designee is directed to: (a) present a certified copy of this resolution to the Auditor no later than December 10, 2021; and (b) perform such other duties as are necessary or required by law to submit to the District’s voters at the aforesaid special election, for their approval or rejection, the proposition authorizing the District to levy excess property taxes for support of the District’s educational programs and operations expenses.

Section 6. Notices Relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates (a) the District’s Deputy Superintendent (Marla S. Miller), telephone: (206) 393.4514; email: [marla.miller@shorelineschools.org](mailto:marla.miller@shorelineschools.org) and (b) special counsel, Foster Garvey P.C. (Jim McNeill), telephone: 206.447.5339; email: [jim.mcneill@foster.com](mailto:jim.mcneill@foster.com), as the individuals to whom the Auditor shall provide such notice. The Secretary is authorized to approve changes to the ballot title, if any, determined necessary by the Auditor or the King County Prosecuting Attorney.



Section 7. Execution; General Authorization and Ratification. This resolution may be executed by the Directors being present and voting in favor of the resolution, or only the President of the Board (the “President”), and attested by the Secretary, in tangible medium, manual, facsimile or electronic form under any security procedure or platform, and notwithstanding any other District resolution, rule, policy or procedure, or in any other manner evidencing its adoption. The Secretary, the District’s Deputy Superintendent, the President, and the District’s Special Counsel, Foster Garvey P.C., are hereby further severally authorized and directed to take such actions and to create, accept, execute, send, use and rely upon such tangible medium, manual, facsimile or electronic documents, records and signatures under any security procedure or platform, and notwithstanding any other District resolution, rule, policy or procedure, as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

Section 8. Severability. If any provision of this resolution is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, or of the levy or collection of excess property taxes authorized herein.

Section 9. Effective Date. This resolution takes effect from and after its adoption.

ADOPTED by the Board of Directors of Shoreline School District No. 412, King County, Washington, at a regular open public meeting held this 24<sup>th</sup> day of August, 2021.

SHORELINE SCHOOL DISTRICT NO. 412  
KING COUNTY, WASHINGTON

Dissented:

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

\_\_\_\_\_  
Meghan Jernigan, President

\_\_\_\_\_  
Rebeca Rivera, Vice President

\_\_\_\_\_  
Sara Betnel, Director

\_\_\_\_\_  
Emily Williams, Director

\_\_\_\_\_  
Sarah Cohen, Director

Attest: August \_\_, 2021

\_\_\_\_\_  
Dr. Susana Reyes, Secretary  
Shoreline Board of Directors

CERTIFICATION

I, Dr. Susana Reyes, Secretary to the Board of Directors of Shoreline School District No. 412, King County, Washington (the “District”), hereby certify as follows:

1. The foregoing Resolution No. 2021-14 (the “Resolution”) is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Directors of the District (the “Board”) held on August 24, 2021 (the “Meeting”), as that Resolution appears on the minute book of the District, and the Resolution is now in full force and effect;

2. Pursuant to various proclamations and orders issued by the Governor of the State of Washington, options were provided for the public to attend the Meeting remotely, including by telephonic access and, as available, internet access, which options provided the ability for all persons attending the Meeting remotely to hear each other at the same time; and

3. The Meeting was duly convened and held in all respects in accordance with law, the public was notified of the access options for remote attendance, a quorum of the members of the Board was present throughout the meeting, and a sufficient number of members of the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of August, 2021.

SHORELINE SCHOOL DISTRICT NO. 412  
KING COUNTY, WASHINGTON

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Dr. Susana Reyes  
Secretary to the Board of Directors

**SHORELINE SCHOOL DISTRICT NO. 412  
KING COUNTY, WASHINGTON**

**RESOLUTION NO. 2021-15**

**PROPOSITION NO. 2 – REPLACEMENT OF EXPIRING CAPITAL  
LEVY FOR TECHNOLOGY IMPROVEMENTS AND SUPPORT**

A RESOLUTION of the Board of Directors of Shoreline School District No. 412, King County, Washington, providing for the submission to the voters of the District at a special election to be held on February 8, 2022, of a proposition authorizing an excess tax levy to be made annually for four years commencing in 2022 for collection in the years 2023 through 2026 in the aggregate total amount of \$14,000,000 for the District's Capital Projects Fund to support the modernization of School District facilities by making certain technology improvements; designating the District's Deputy Superintendent and special counsel to receive notice of the ballot title from the Director of Elections of King County, Washington; and providing for related matters.

ADOPTED: AUGUST 24, 2021

*This document prepared by:*

*FOSTER GARVEY P.C.  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101  
(206) 447-5339*

SHORELINE SCHOOL DISTRICT NO. 412  
KING COUNTY, WASHINGTON

RESOLUTION NO. 2021-15

A RESOLUTION of the Board of Directors of Shoreline School District No. 412, King County, Washington, providing for the submission to the voters of the District at a special election to be held on February 8, 2022, of a proposition authorizing an excess tax levy to be made annually for four years commencing in 2022 for collection in the years 2023 through 2026 in the aggregate total amount of \$14,000,000 for the District's Capital Projects Fund to support the modernization of School District facilities by making certain technology improvements; designating the District's Deputy Superintendent and special counsel to receive notice of the ballot title from the Director of Elections of King County, Washington; and providing for related matters.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SHORELINE SCHOOL DISTRICT NO. 412, KING COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Shoreline School District No. 412, King County, Washington (the "District"), takes note of the following facts and makes the following findings and determinations:

(a) Calendar year 2022 is the last year of collection of the District's current four-year Capital Projects Fund tax levy, which was authorized pursuant to Resolution No. 2017-25, adopted by the Board on November 6, 2017, and approved by the voters at a special election held and conducted within the District on February 13, 2018.

(b) The District's instructional programs and existing condition of technology equipment and infrastructure require the District to support modernization of School District facilities by making certain technology improvements, all as more particularly defined and described in Section 2 herein (collectively, the "Projects").

(c) With the expiration of the District's current four-year Capital Projects Fund technology tax levy, it appears certain that the money in the District's Capital Projects Fund will be insufficient to permit the District to pay costs of the Projects, and that it is necessary that a replacement excess tax levy of \$3,500,000 be made in 2022 for collection in 2023, \$3,500,000 be made in 2023 for collection in 2024, \$3,500,000 be made in 2024 for collection in 2025, and \$3,500,000 be made in 2025 for collection in 2026 for the District's Capital Projects Fund to provide the money required to pay those costs.

(d) The proposed four-year Capital Projects Fund technology tax levy authorized in this resolution will replace the District's expiring four-year Capital Projects Fund technology tax levy.

(e) Pursuant to Article VII, Section 2(a) of the Washington Constitution and Revised Code of Washington ("RCW") 84.52.053, the District may submit to its voters at a special election,

for their approval or rejection, a proposition authorizing the District to levy annual excess property taxes to pay costs of the Projects.

(f) The best interests of the District's students and other inhabitants require the District to carry out and accomplish the Projects.

Section 2. Description of the Projects. The Projects to be paid for with the excess property taxes authorized herein are more particularly defined and described as follows:

(a) Acquire and install instructional technology equipment and infrastructure throughout School District facilities to improve student learning and provide related training and support, and make other instructional technology improvements and upgrades, all as determined necessary and advisable by the Board. The foregoing instructional technology equipment, infrastructure, improvements and upgrades shall be part of the District's integrated technology systems and facilities for instruction and research.

(b) Acquire, construct and install all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances in or for the foregoing, all as determined necessary and advisable by the Board.

(c) Pay costs associated with implementing the foregoing instructional technology equipment and infrastructure, including, but not limited to, acquiring, constructing and installing hardware and licensing software, online applications and training related to the installation of the foregoing, all as determined necessary and advisable by the Board. Such costs constitute a part of the Projects and also include, but are not limited to, ongoing fees for online applications, subscriptions, or software licenses, including upgrades and incidental services, and ongoing training related to the use, installation and integration of these products and services, all as determined necessary and advisable by the Board. The hardware, software or applications shall be an integral part of the District's technology systems and facilities for instruction and research.

(d) Pay incidental costs incurred in connection with carrying out and accomplishing the Projects. Such incidental costs constitute a part of the Projects and include, but are not limited to: (1) payments for fiscal and legal costs; (2) costs of establishing and funding accounts; (3) necessary and related engineering, architectural, planning, consulting, permitting, inspection and testing costs; (4) administrative and relocation costs; (5) site improvement costs; (6) demolition costs; (7) costs related to demolition and/or deconstruction of existing school facilities to recycle, reclaim and repurpose all or a portion of such facilities and/or building materials; (8) costs of on and off-site utilities and road improvements; and (9) costs of other similar activities or purposes, all as determined necessary and advisable by the Board.

The Projects, or any portion or portions thereof, shall be acquired or made insofar as is practicable with available money and in such order of time as shall be determined necessary and advisable by the Board. The Board shall determine the application of available money between the various parts of the Projects so as to accomplish, as near as may be, all of the Projects. The Board shall determine the exact order, extent and specifications for the Projects. The Projects are to be more fully described in the plans and specifications to be filed with the District.

Section 3. Calling of Election. The Director of Elections of King County, Washington, as *ex officio* Supervisor of Elections (the “Auditor”), is requested to call and conduct a special election in the manner provided by law to be held in the District on February 8, 2022, for the purpose of submitting to the District’s voters, for their approval or rejection, the proposition authorizing a replacement Capital Projects Fund excess property tax levy on all of the taxable property within the District (the assessed value of such representing 100% of true and fair value unless specifically provided otherwise by law) to be made annually for four years commencing in 2022 for collection in 2023 of \$3,500,000, the estimated dollar rate of tax levy required to produce such an amount being \$0.20 per \$1,000 of assessed value, in 2023 for collection in 2024 of \$3,500,000, the estimated dollar rate of tax levy required to produce such an amount being \$0.19 per \$1,000 of assessed value, in 2024 for collection in 2025 of \$3,500,000, the estimated dollar rate of tax levy required to produce such an amount being \$0.18 per \$1,000 of assessed value, and in 2025 for collection in 2026 of \$3,500,000, the estimated dollar rate of tax levy required to produce such an amount being \$0.16 per \$1,000 of assessed value, all in excess of the maximum tax levy specified by law for school districts without voter approval. The exact tax levy rate may be adjusted based upon the actual assessed value of the taxable property within the District at the time of the tax levy.

Section 4. Use of Taxes. If the proposition authorized by this resolution is approved by the requisite number of voters, the District will be authorized to levy the excess property taxes provided in this resolution to pay costs of the Projects, all as may be authorized by law and determined necessary and advisable by the Board. Pending the receipt of those taxes, the District may issue short-term obligations pursuant to chapter 39.50 RCW or contract indebtedness pursuant to RCW 28A.530.080. Upon receipt, the District may use those taxes to repay such short-term obligations or indebtedness, all as may be authorized by law and determined necessary and advisable by the Board.

Section 5. Sufficiency of Taxes. If the excess property taxes authorized herein are more than sufficient to carry out the Projects, or should state or local circumstances require any alteration in the Projects, the District may apply such taxes to other capital purposes, or reduce or eliminate the excess property tax levies authorized herein, all as the Board may determine by resolution and as permitted by law.

If the Board determines that it has become impractical to accomplish the Projects or any portion thereof by reason of state or local circumstances, including changed conditions or needs, regulatory considerations, incompatible development or costs substantially in excess of those estimated, or for any other reason determined by the Board, the District will not be required to accomplish such Projects and may apply the excess property taxes authorized herein or any portion thereof to other capital purposes of the District, or reduce or eliminate the excess property taxes authorized herein, all as the Board may determine by resolution and as permitted by law. In the event that the excess property taxes, plus any other money of the District legally available therefor, are insufficient to accomplish all of the Projects, the District may use the available money for paying the cost of that portion of the Projects that the Board determines most necessary and in the best interests of the District.

Notwithstanding anything in this resolution to the contrary, the excess property taxes authorized herein may be used only to support the construction, modernization or remodeling of school facilities.

Section 6. Form of Ballot Title. Pursuant to RCW 29A.36.071, the King County Prosecuting Attorney is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

PROPOSITION NO. 2

SHORELINE SCHOOL DISTRICT NO. 412

REPLACEMENT OF EXPIRING CAPITAL LEVY FOR TECHNOLOGY IMPROVEMENTS AND SUPPORT

The Board of Directors of Shoreline School District No. 412 adopted Resolution No. 2021-15, concerning a proposition to finance technology improvements and support. This proposition would authorize the District to acquire and install instructional technology equipment and infrastructure throughout School District facilities to improve student learning and provide related training and support, and levy the following excess taxes, in place of an expiring levy, on all taxable property within the District:

<u>Collection Year</u>	<u>Estimated Levy Rate/\$1,000 Assessed Value</u>	<u>Levy Amount</u>
2023	\$0.20	\$3,500,000
2024	\$0.19	\$3,500,000
2025	\$0.18	\$3,500,000
2026	\$0.16	\$3,500,000

all as provided in Resolution No. 2021-15. Should this proposition be approved?

LEVY . . . YES

LEVY . . . NO

Section 7. Authorization to Deliver Resolution to Auditor and Perform Other Necessary Duties. The Secretary to the Board (the “Secretary”) or the Secretary’s designee is directed to: (a) present a certified copy of this resolution to the Auditor no later than December 10, 2021; and (b) perform such other duties as are necessary or required by law to submit to the District’s voters at the aforesaid special election, for their approval or rejection, the proposition authorizing the District to levy annual excess property taxes to pay costs of the Projects.

Section 8. Notices Relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates (a) the District’s Deputy Superintendent (Marla S. Miller), telephone: (206) 393.4514; email: [marla.miller@shorelineschools.org](mailto:marla.miller@shorelineschools.org) and (b) special counsel, Foster Garvey P.C. (Jim McNeill), telephone: 206.447.5339; email: [jim.mcneill@foster.com](mailto:jim.mcneill@foster.com), as the individuals to whom the Auditor shall provide such notice. The Secretary is authorized to approve changes to the ballot title, if any, determined necessary by the Auditor or the King County Prosecuting Attorney.

Section 9. Execution; General Authorization and Ratification. This resolution may be executed by the Directors being present and voting in favor of the resolution, or only the President of the Board (the “President”), and attested by the Secretary, in tangible medium, manual, facsimile or electronic form under any security procedure or platform, and notwithstanding any other District resolution, rule, policy or procedure, or in any other manner evidencing its adoption. The Secretary, the District’s Deputy Superintendent, the President, and the District’s Special Counsel, Foster Garvey P.C., are hereby further severally authorized and directed to take such actions and to create, accept, execute, send, use and rely upon such tangible medium, manual, facsimile or electronic documents, records and signatures under any security procedure or platform, and notwithstanding any other District resolution, rule, policy or procedure, as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

Section 10. Severability. If any provision of this resolution is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the levy or collection of excess property taxes authorized herein.

Section 11. Effective Date. This resolution takes effect from and after its adoption.

ADOPTED by the Board of Directors of Shoreline School District No. 412, King County, Washington, at a regular open public meeting held this 24<sup>th</sup> day of August, 2021.

SHORELINE SCHOOL DISTRICT NO. 412  
KING COUNTY, WASHINGTON

Dissented:

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

\_\_\_\_\_  
Meghan Jernigan, President

\_\_\_\_\_  
Rebeca Rivera, Vice President

\_\_\_\_\_  
Sara Betnel, Director

\_\_\_\_\_  
Emily Williams, Director

\_\_\_\_\_  
Sarah Cohen, Director

Attest: August \_\_, 2021

\_\_\_\_\_  
Dr. Susana Reyes, Secretary  
Shoreline Board of Directors



CERTIFICATION

I, Dr. Susana Reyes, Secretary to the Board of Directors of Shoreline School District No. 412, King County, Washington (the “District”), hereby certify as follows:

1. The foregoing Resolution No. 2021-15 (the “Resolution”) is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Directors of the District (the “Board”) held on August 24, 2021 (the “Meeting”), as that Resolution appears on the minute book of the District, and the Resolution is now in full force and effect;

2. Pursuant to various proclamations and orders issued by the Governor of the State of Washington, options were provided for the public to attend the Meeting remotely, including by telephonic access and, as available, internet access, which options provided the ability for all persons attending the Meeting remotely to hear each other at the same time; and

3. The Meeting was duly convened and held in all respects in accordance with law, the public was notified of the access options for remote attendance, a quorum of the members of the Board was present throughout the meeting, and a sufficient number of members of the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of August, 2021.

SHORELINE SCHOOL DISTRICT NO. 412  
KING COUNTY, WASHINGTON

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Dr. Susana Reyes  
Secretary to the Board of Directors

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

<b>AGENDA TITLE:</b>	QUASI-JUDICIAL: Discussion of Ordinance No. 953 – Amending the Zoning Map at 808, 812, 820, and 826 N 145 <sup>th</sup> Street From Residential 12-units Per Acre (R-12) to Neighborhood Business (NB) (PLN21-0117)
<b>DEPARTMENT:</b>	Planning & Community Development
<b>PRESENTED BY:</b>	Steven Szafran, AICP, Senior Planner
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The Applicant has requested a rezone of four (4) parcels located at 808, 812, 820, and 820 N 145<sup>th</sup> Street. The request is to change zoning from Residential 12-units per acre (R-12), which is a medium density residential zone, to Neighborhood Business (NB), a commercial/mixed-use zone. If a rezone is granted, the owners of the property intend to redevelop the site into a mixed-use residential and commercial building.

Per Shoreline Municipal Code (SMC) Section 20.30.060, a rezone is a Type C quasi-judicial decision for which the City Hearing Examiner holds a public hearing and issues a recommendation. The City Council is tasked with making a final decision. As such, the City Council cannot hear any additional public comment on this item and should not have external discussion regarding this request with members of the public.

The Hearing Examiner’s *Findings, Conclusions, and Recommendation (Attachment A, Exhibit A)*, dated November 18, 2021, recommends approval of the proposed rezone. Adoption of proposed Ordinance No. 953 (**Attachment A**) would authorize this rezone and amend the City’s Zoning Map accordingly. Tonight, Council is scheduled to discuss proposed Ordinance No. 953. Proposed Ordinance No. 953 is currently scheduled to be brought back to the Council for potential action on January 24, 2022.

**RESOURCE/FINANCIAL IMPACT:**

The proposed rezone will not have a direct resource or financial impact to the City. The rezone does have the potential to add residential dwelling units, commercial uses, or a mix of both, which would contribute to the City’s property tax base.

**RECOMMENDATION**

No action on proposed Ordinance No. 953 is required at this time. The Hearing Examiner recommended approval of this requested rezone. Staff concurs with this

recommendation and recommends that the Council adopt proposed Ordinance No. 953 when it is brought back to Council for potential action on January 24, 2022.

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

## **BACKGROUND**

Rezoning is a discretionary decision of the City and addressed in [Shoreline Municipal Code \(SMC\) Section 20.30.320](#). The purpose of a rezoning is a mechanism to make changes to a zoning classification, conditions, or concomitant agreement applicable to property. Changes to the zoning classification that apply to a parcel of property are text changes and/or amendments to the official zoning map.

SMC Section 20.30.060 classifies a rezoning as a Type C decision. Pursuant to Table 20.30.060, the City of Shoreline Hearing Examiner, after holding an open record public hearing and preparing findings and conclusions, makes a recommendation to the City Council. The City Council is the final decision-making authority on a rezoning.

SMC Section 20.30.320(B) sets forth the following decision criteria with regard to rezoning approval:

1. The rezoning is consistent with the Comprehensive Plan.
2. The rezoning will not adversely affect the public health, safety or general welfare.
3. The rezoning is warranted in order to achieve consistency with the Comprehensive Plan.
4. The rezoning will not be materially detrimental to uses or property in the immediate vicinity of the subject rezoning.
5. The rezoning has merit and value for the community.

### **Rezoning Request**

The Applicant of this rezoning proposes to rezone four parcels located at 808, 812, 820, and 826 N 145<sup>th</sup> Street from R-12 to NB. The property owner intends to redevelop the property for high density multi-family housing and/or commercial uses. Rezoning to NB would allow for a variety of more intense residential and commercial uses not currently permitted in the R-12 zoning district. Rezoning this parcel to NB is consistent with other similarly situated properties in the area. The subject parcels have a Comprehensive Plan Land Use Map designation of Mixed-Use 2 (**Attachment B**), for which NB is an implementing zone. A map depicting the proposed rezoning can be found as **Attachment A, Exhibit B**.

## **DISCUSSION**

As part of the rezoning request, the applicant provided responses to the above-noted rezoning decision criteria and staff provided additional analysis. Staff responses and analysis are included in the Hearing Examiner staff report along with exhibits presented to the Hearing Examiner. These documents collectively represent the Hearing Examiner record for this rezoning and are attached as **Attachment C**.

The Hearing Examiner held the required public hearing on November 3, 2021. On November 18, 2021, the Hearing Examiner issued the *Findings, Conclusions, and Recommendation* (**Attachment A, Exhibit A**). With this recommendation, the Hearing Examiner sets forth the Findings of Fact and Conclusions of Law that support the recommendation of approval.

Pursuant to SMC Section 20.30.320(B), based on the record developed by the Hearing Examiner, the City Council may approve, approve with modifications, or deny the proposed rezone. Tonight, the Council is scheduled to discuss proposed Ordinance No. 953 (**Attachment A**), which would authorize this rezone and amend the City's Zoning Map accordingly. Proposed Ordinance No. 953 is currently scheduled to be brought back to the Council for potential action on January 24, 2022.

### **RESOURCE/FINANCIAL IMPACT**

The proposed rezone will not have a direct resource or financial impact to the City. The rezone does have the potential to add residential dwelling units, commercial uses, or a mix of both, which would contribute to the City's property tax base.

### **RECOMMENDATION**

No action on proposed Ordinance No. 953 is required at this time. The Hearing Examiner recommended approval of this requested rezone. Staff concurs with this recommendation and recommends that the Council adopt proposed Ordinance No. 953 when it is brought back to Council for potential action on January 24, 2022.

### **ATTACHMENTS**

Attachment A – Proposed Ordinance No. 953

- Exhibit A – November 18, 2021 Hearing Examiner Recommendation
- Exhibit B – Zoning Map with Proposed Rezone for Subject Parcels

Attachment B – Comprehensive Plan Land Use Map for Subject Parcels

Attachment C – Hearing Examiner Record

- Exhibit 1- Hearing Examiner Staff Report
- Exhibit 2 – Site Plan
- Exhibit 3 – Vicinity Map
- Exhibit 4 – Zoning Map
- Exhibit 5 – Comprehensive Plan Land Use Map
- Exhibit 6 – Neighborhood Meeting Summary
- Exhibit 7 – Notice of Application
- Exhibit 8 – Notice of Public Hearing
- Exhibit 9 – Public Comment Letter
- Exhibit 10 – SEPA DNS
- Exhibit 11 – Staff Presentation to Hearing Examiner

**ORDINANCE NO. 953**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON AMENDING THE CITY’S OFFICIAL ZONING MAP FROM R-12 TO NB FOR PARCELS OF LAND LOCATED AT 808, 812, 820, AND 826 N 145<sup>th</sup> STREET, TAX PARCEL NOS. 2827100071, 2827100074, 282100070, AND 2827100072.**

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

WHEREAS, Dan Hynden, via Application No. PLN 21-0117, seeks a site-specific rezone of four (4) parcels of land addressed as 808, 812, 820 and 826 N 145<sup>th</sup> Street and identified respectively by Tax Parcel Nos. 2827100071, 2827100074, 282100070, and 2827100072; and

WHEREAS, the requested site-specific rezone would amend the City’s Official Zoning Map for these parcels from the current residential zoning of Residential 12 units per acre (R-12) to Neighborhood Business (NB); and

WHEREAS, the site-specific rezone implements the Comprehensive Plan land use designation for the parcels of Mixed Use 2; and

WHEREAS, the environmental impacts of the site-specific zone resulted in the issuance of a Determination of Non-Significance (DNS) on September 23, 2021; and

WHEREAS, SMC 20.30.060 classifies a site-specific rezone as a Type C decision for which the City of Shoreline Hearing Examiner, after an open record public hearing, prepares findings and conclusions, and makes a recommendation to the City Council; and

WHEREAS, the City of Shoreline Hearing Examiner held a properly noticed open record public hearing on November 3, 2021, and, on November 18, 2021, the Hearing Examiner issued “Findings, Conclusions and Recommendation,” finding that the site-specific rezone satisfied the criteria set forth in SMC 20.30.320, recommending approval; and

WHEREAS, pursuant to SMC 20.30.060, the City Council has final decision-making authority, and this decision is to be made at a public meeting; and

WHEREAS, the City Council considered the Hearing Examiner’s recommendation at its January 10, 2022, regular meeting; and

WHEREAS, the City Council concurs with the November 18, 2021, “Findings, Conclusions, and Recommendation” of the City of Shoreline Hearing Examiner, determining that the site-specific rezone satisfies the criteria set forth in SMC 20.30.320 and should be approved;

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

**Section 1. Hearing Examiner’s Recommendation.** The City of Shoreline Hearing Examiner’s November 18, 2021, Findings, Conclusions, and Recommendation attached as Exhibit A, is hereby adopted.

**Section 2. Amendment.** The City’s Official Zoning Map shall be amended to change the zoning designation for the parcels located 808, 812 820, and 826 N 145<sup>th</sup> Street and identified by Tax Parcel Nos. 2827100071, 2827100074, 282100070, and 2827100072, from Residential 12 units per acre (R-12) to Neighborhood Business (NB), as depicted on Exhibit B.

**Section 3. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this Ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

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

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

**PASSED BY THE CITY COUNCIL ON JANUARY 24, 2022**

\_\_\_\_\_  
Mayor \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

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

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

Date of Publication: , 2022  
Effective Date: , 2022

**BEFORE THE HEARING EXAMINER  
FOR THE CITY OF SHORELINE**

In the Matter of the Application of	)	No. PLN21-0117
	)	
<b>Dave Hynden</b>	)	<b>N. 145th Street Rezone</b>
	)	
	)	FINDINGS, CONCLUSIONS,
	)	AND RECOMMENDATION
<u>For Approval of a Rezone</u>	)	

**SUMMARY OF RECOMMENDATION**

The Hearing Examiner recommends that the City Council **APPROVE** the request to rezone four contiguous parcels at 808, 812, 820, and 826 N. 145th Street, totaling approximately 0.75 acres, from the “Residential 12” zoning designation to the “Neighborhood Business” zoning designation.

**SUMMARY OF RECORD**

Hearing:

The Hearing Examiner held an open record hearing on the request on November 3, 2021, using remote access technology.

Testimony:

The following individuals testified under oath at the open record hearing:

- Steven Szafran, City Senior Planner
- Thomas Kaupe
- Don Heath
- Dave Hynden, Applicant Representative
- Jessica Simulcik Smith, City Clerk

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated October 12, 2021
2. Site Plan, dated March 18, 2021
3. Vicinity Map, undated
4. Zoning Map, dated September 13, 2021
5. Comprehensive Plan Land Use Map, dated October 12, 2021
6. Neighborhood Meeting Summary, dated May 20, 2021
7. Notice of Application, issued August 19, 2021
8. Notice of Public Hearing, issued October 13, 2021
9. Comment from Grant Peltier, dated August 30, 2021

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10. Determination of Nonsignificance, issued September 23, 2021
11. City Staff PowerPoint Presentation

The Hearing Examiner enters the following findings and conclusions based upon the testimony at the open record hearing and the admitted exhibits:

### **FINDINGS**

#### Application and Notice

1. Dave Hayden of Windermere Real Estate (Applicant) requests a rezone of four contiguous parcels totaling approximately 0.75 acres from the “Residential 12” (R-12) zoning designation to the “Neighborhood Business” (NB) zoning designation. Each of the subject parcels are currently developed with single-family residences and associated improvements. The Applicant is requesting the rezone to allow potential future development of the parcels with higher-density residential housing and/or a mixed-use development with commercial uses on the ground floor. The subject parcels are located at 808, 812, 820, and 826 N. 145th Street.<sup>1</sup> *Exhibit 1, Staff Report, page 1; Exhibits 2 through 4.*
2. The City of Shoreline (City) determined that the application was complete on August 19, 2021. The same day, the City provided notice of the application by mailing notice to property owners and residents within 500 feet of the site, posting notice on-site and on the City website, and publishing notice in *The Seattle Times*, with a comment deadline of September 3, 2021. On October 13, 2021, the City provided notice of the open record hearing associated with the application by mailing notice to property owners and residents within 500 feet of the site, posting notice on-site and on the City website, and publishing notice in *The Seattle Times*. The City received one comment on the proposal from a member of the public in response to its notice materials. Grant Peltier expressed support for the proposed rezone, noting the need for additional housing and mixed-use retail space in the area. *Exhibit 1, Staff Report, pages 2 and 3; Exhibits 7 through 9.*
3. On May 20, 2021, using remote access technology, the Applicant held a neighborhood meeting for the proposed rezone as required under Shoreline Municipal Code (SMC) 20.30.090. Following a presentation on the proposal, members of the public attending the meeting provided comments. Specifically:
  - Neighboring property owner Kelly Emerson expressed concerns about what development would be allowed on the property under the requested new zoning designation, stating that she would prefer development of townhomes on the property rather than a large, tall building complex. She also expressed concerns about the availability of parking on the site.

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<sup>1</sup> The subject parcels are identified by tax parcel numbers 2827100071, 2827100074, 282100070, and 2827100072. *Exhibit 1, Staff Report, page 1.* A legal description of the parcels is provided with the staff report. *Exhibit 1, Staff Report, page 1.*

- Neighboring property owner David Sues inquired about whether the current property owners were aware that N. 145th Street would be widened in the future. He also stated that he would prefer development of townhomes on the property. *Exhibit 1, Staff Report, page 2; Exhibit 6.*

State Environmental Policy Act

4. The City acted as lead agency and analyzed the environmental impacts of the proposed rezone under the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW). The City reviewed the Applicant’s environmental checklist and other information on file and determined that the proposal would not have a probable significant adverse impact on the environment. Accordingly, the City’s SEPA Responsible Official issued a Determination of Nonsignificance (DNS) on September 23, 2021, with a comment and appeal deadline of October 7, 2021. The City did not receive any comments on the DNS, and the DNS was not appealed. *Exhibit 1, Staff Report, page 3; Exhibit 10.*

Comprehensive Plan and Zoning

5. The property and adjacent properties to the north and west are designated “Mixed-Use 2” (MU-2) under the City Comprehensive Plan. Properties to the east, across Whitman Avenue N., are designated “Mixed-Use 1” and properties to the south, across N. 145th Street, are within the City of Seattle. The Comprehensive Plan describes the intent of the MU-2 designation as follows:

The Mixed-Use 2 (MU2) designation encourages the development of walkable places with architectural interest that integrate a wide variety of retail, office, and service uses. It does not allow more intense uses, such as manufacturing and other uses that generate light, glare, noise, or odor that may be incompatible with existing and proposed land uses. This designation may provide retail, office, and service uses, and greater residential densities than are allowed in low-density residential designations, and promotes pedestrian connections, transit, and amenities.

*Comprehensive Plan Land Use Policy LU10. Exhibit 1, Staff Report, page 2; Exhibit 5.*

6. City staff identified the following Comprehensive Plan goals and policies as relevant to the proposal:
  - “Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods.” [Land Use Goal LU I]
  - “Establish land use patterns that promote walking, biking, and using transit to access goods, services, education, employment, [and] recreation.” [Land Use Goal LU II]
  - “Provide, through land use regulation, the potential for a broad range of housing choices and levels of affordability to meet the changing needs of a diverse community.” [Land Use Policy LU8]

- “Encourage development that is supportive of transit, and advocate for expansion and addition of new routes in areas with transit supportive densities and uses.” [Transportation Policy T28]
- “Encourage development of an appropriate mix of housing choices through innovative land use and well-crafted regulations.” [Housing Goal H II]
- “Integrate new development with consideration to design and scale that complements existing neighborhoods, and provides effective transitions between different uses and intensities.” [Housing Goal H V]
- “Encourage infill development on vacant or underutilized sites.” [Housing Policy H3]
- “Assure that site, landscaping, building, and design regulations create effective transitions between different land uses and densities.” [Housing Policy H23]

*Exhibit 1, Staff Report, pages 4 and 5.*

7. As noted above, the property is currently zoned Residential 12 (R-12) and is proposed to be rezoned to Neighborhood Business (NB). The purpose of the City’s medium density residential zoning districts, including the R-12 zone, is “to provide for a mix of single-family homes, duplexes, triplexes, townhouses, and community facilities in a manner that provides for additional density at a modest scale.” *SMC 20.40.030.B*. In contrast, the purpose of the NB zone is to “allow for low intensity office, business and service uses located on or with convenient access to arterial streets. In addition these zones serve to accommodate medium and higher density residential, townhouses, and mixed-use types of development, while serving as a buffer between higher intensity uses and residential zones.” *SMC 20.40.040.A*. *Exhibit 1, Staff Report, page 2; Exhibit 4.*
8. Chapter 36.70A Revised Code of Washington (RCW) mandates that zoning classifications be consistent with Comprehensive Plan designations. *RCW 36.70A.060*. The NB zone is an implementing zone for the MU-2 Comprehensive Plan designation, whereas the R-12 zone is an implementing zone for the Medium Density Residential Comprehensive Plan designation. City staff determined that the properties’ current R-12 zoning classification is inconsistent with the Comprehensive Plan because the R-12 zone provides limited opportunities for commercial or mixed uses and does not provide for form-based maximum density uses encouraged under the MU-2 Comprehensive Plan designation. *Exhibit 1, Staff Report, pages 2, and 4 through 6.*

#### Existing and Surrounding Property

9. Each of the four subject parcels front, and take access from, N. 145th Street, a designated State Highway, and are currently developed with single-family residences and associated improvements that include asphalt parking areas, gravel/dirt parking areas, outdoor patios, lawns, trees, shrubs, and other landscaping. The parcels are flat, and no known critical areas have been identified on the parcels. Adjacent properties to the north are zoned Residential 48 (R-48) and are developed with townhomes. Adjacent properties to the west and to the east, across Whitman Avenue N., are zoned Mixed-Business (MB)

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and are developed with commercial businesses. Properties to the south, across N. 145th Street are within the City of Seattle, are zoned for commercial uses, and are developed with retail stores, an office building, a tire store, and a post office. *Exhibit 1, Staff Report, pages 1 and 2; Exhibits 2 through 4.*

#### Rezone Criteria

10. City staff reviewed the proposed site-specific rezone request against the required criteria for a rezone in SMC 20.30.320.B and determined:
- The proposed rezone would be consistent with the Comprehensive Plan.
  - The MU-2 Comprehensive Plan designation is one of the City's most intense land use designations and is intended to apply to parcels that are served by frequent transit service, provide residents with access to commercial and service uses, and provide new multifamily uses that provide maximum densities in order to meet the City's population and employment goals.
  - The NB zoning district is not the City's most intensive zoning district but does allow a wide range of neighborhood serving commercial uses, higher-density multifamily dwellings, and building heights up to 50 feet. Although the property owners do not intend to immediately redevelop the site, rezoning the property to NB would still allow a variety of housing opportunities, employment, and services that would be accessible to the neighborhood and the region when circumstances change. The rezone would also allow development that promotes walking, transit, and employment that furthers land use goals of the Comprehensive Plan.
  - The proposed rezone would allow the parcel to be redeveloped with multifamily housing that would provide needed housing adjacent to high-capacity transit. The rezone would allow for the removal of four single-family homes, a very inefficient use of land at this location, and for the replacement of the single-family homes with mixed-use development providing between 60 to 100 dwelling units and ground-floor commercial space.
  - Future development of the site into multifamily housing or commercial uses would be supported by transit. The King County Metro E-line is adjacent to the site, and bus routes along N. 145th Street would offer convenient service to the future light rail station at 148th Street.
  - Any future development of the site would be required to comply with transition area standards under SMC 20.50.021, which are designed to create effective transitions between high intensity uses and lower density residential uses.
  - The rezone would not adversely affect the public health, safety, or general welfare because any future redevelopment of the site will be required to meet current dimensional and landscaping standards as required in the City's Development Code, including standards related to building height, setbacks, hardscape, landscape buffers, and site lighting directed away from residential uses.
  - Redevelopment of the parcels under the proposed NB zoning designation would be compatible with existing and future development in the area. The subject

property is on the N. 145th Street Corridor where access to bus service, pedestrian and bike opportunities along the interurban trail, frequent high-capacity bus service along Aurora Avenue, and retail/commercial services are all within a short distance. Higher density townhomes are located to the north, and commercial services are located to the east.

- The rezone is warranted to achieve consistency with the Comprehensive Plan.
- The NB zone is an implementing zone for the MU-2 designation, and the proposed NB zone is in an area near retail/commercial areas and where high levels of transit are present. In contrast, the current zoning of R-12 is inconsistent with the MU-2 designation's desire for form-based maximum density residential uses.
- The rezone would not be materially detrimental to uses or property in the immediate vicinity of the subject rezone because the site and the area around the site has been designated for commercial and mixed-use development since the city was incorporated in 1995.
- Any new development on the property would be required to comply with all applicable municipal code, stormwater, and engineering development standards. Future redevelopment may be required to install frontage improvements on N. 145th Street, which would improve pedestrian safety. New development would also be required to provide surface water improvements, if needed, which would mitigate drainage around the site. In addition, new development would be required to provide sufficient parking on-site to mitigate for impacts to street parking on the adjacent right-of-way.
- The proposed rezone and subsequent redevelopment of the property would have merit and value for the community.
- The proposed rezone would implement the City's vision for the area as articulated in the Comprehensive Plan. This location was chosen for allocation of the City's population growth, and the rezone would allow the site to provide additional density and/or employment opportunities.

*Exhibit 1, Staff Report, pages 4 through 7.*

#### Testimony

11. City Senior Planner Steven Szafran testified generally about the proposal to rezone the property from the R-12 zoning designation to the NB zoning designation. He provided a description of the subject parcels and the surrounding area, consistent with the findings above. Mr. Szafran explained how the proposal would meet the specific criteria for a rezone under SMC 20.30.320.B, stressing that the current R-12 zoning designation for the parcels is inconsistent with the Comprehensive Plan's MU-2 land use designation and that a rezone of the parcels to NB would meet the intent of the MU-2 designation. He stated that the proposed rezone would not adversely affect the public health, safety, or general welfare and would not be materially detrimental to uses or property in the vicinity because the area is sufficiently served by transit and other services and because commercial and higher density residential development allowed under the rezone would

be consistent with current and future development of the surrounding area. Mr. Szafran noted that the proposed rezone would have merit and value for the community because the proposed rezone would implement the City's vision for the area as described in the Comprehensive Plan. He stated that, although rezone proposals are generally exempt from SEPA environmental review, the City conducted an environmental review of the proposal out of an abundance of caution. *Testimony of Mr. Szafran.*

12. Thomas Kaupe testified that he owns one of the parcels that would be included in the requested rezone. He stated that he and the other parcel owners have approached developers about the sale of their properties and that potential buyers have indicated that they would be interested in purchasing the properties only if they were zoned for commercial and higher density residential uses, which prompted the current request for a rezone. He noted that there are no current plans for developing the properties but that granting the rezone would help facilitate the sale of the properties for potential future development. *Testimony of Mr. Kaupe.*
13. Don Heath testified that he owns one of the parcels that would be included in the requested rezone and is longtime resident of Shoreline. He stated that he is excited by the potential improvements to the area that could occur following a rezone of the properties to NB. *Testimony of Mr. Heath.*
14. Applicant Representative Dave Hynden of Windermere Real Estate testified that a rezone of the properties would be consistent with the City's vision for the area. He noted that the single-family residential development currently on the property poses a safety risk for residents backing up their vehicles on N. 145th Street and that potential future development of the properties would likely be designed to take access from Whitman Avenue N., which is located to the east of the parcels. *Testimony of Mr. Hynden.*
15. City Clerk Jessica Simulcik Smith explained that the City would send the Hearing Examiner's recommendation to the interested parties. *Testimony of Ms. Simulcik Smith.*

#### Staff Recommendation

16. Recommending that the Hearing Examiner forward to the City Council a recommendation of approval, City staff determined that the proposal would be consistent with the City Comprehensive Plan and would meet the specific criteria for a site-specific rezone under SMC 20.30.320.B. *Exhibit 1, Staff Report, pages 4 through 7, Testimony of Mr. Szafran.*

### **CONCLUSIONS**

#### Jurisdiction

The Hearing Examiner is granted jurisdiction to hear and make recommendations to the City Council for approval of a site-specific rezone under Chapter 2.15 SMC and SMC 20.30.060, Table 20.30.060.

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Criteria for Review

Under SMC 20.30.320.B, the criteria for the rezone of a property are:

1. The rezone is consistent with the Comprehensive Plan; and
2. The rezone will not adversely affect the public health, safety or general welfare; and
3. The rezone is warranted in order to achieve consistency with the Comprehensive Plan; and
4. The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone; and
5. The rezone has merit and value for the community.

Conclusions Based on Findings

**The rezone would meet the criteria of SMC 20.30.320.B.** The property is designated “Mixed-Use 2” (MU-2) under the City Comprehensive Plan, which is intended to encourage “development of walkable places with architectural interest that integrate a wide variety of retail, office, and service uses” and “does not allow more intense uses, such as manufacturing and other uses that generate light, glare, noise, or odor that may be incompatible with existing and proposed land uses.” *Comprehensive Plan Land Use Policy LU10*. Rezoning the property from R-12 to NB would be consistent with the MU-2 Comprehensive Plan designation for the property. The NB zoning district implements the MU-2 designation’s intent to provide for a variety of retail, office, and service uses by allowing development of low-intensity office, business, and service uses located on, or with convenient access to, arterials streets, as well as allowing medium and higher density residential development. *SMC 20.40.040.A*. In contrast, the R-12 zoning classification is inconsistent with the MU-2 designation because, as a medium-density residential zone, it encourages “a mix of single-family homes, duplexes, triplexes, townhouses, and community facilities,” with limited opportunities for commercial and mixed uses. *SMC 20.40.030.B*. Accordingly, the proposed rezone is warranted to achieve consistency with the Comprehensive Plan. In addition, the proposal would further several Comprehensive Plan goals and policies promoting a variety of housing and commercial services encouraging land use patterns that foster walking, biking, and transit in appropriate areas of the city by allowing the subject parcels to be developed with commercial, mixed-use, and higher density residential development compatible with existing and future uses along the N. 145th Street Corridor and close to established pedestrian, bike, and transit infrastructure.

The City provided reasonable notice and opportunity to comment on the proposed rezone. The City received one comment on the proposal from a member of the public in response to its notice materials, which expressed support for the proposal due to a current need for additional housing and mixed-use retail development in the area. In addition, two neighboring property owners provided comments at a May 20, 2021, neighborhood meeting on the proposal, which inquired about potential future development on the property and raised concerns about the availability of on-site parking for such development. There are no current development plans for the parcels subject to the rezone request, and any future development of the properties would be subject to

the development regulations for the NB zone in effect at the time any such development application is deemed complete, including development regulation concerning off-street parking requirements. The City analyzed the environmental impacts of the proposed rezone, determined that it would not have a probable significant impact on the environment, and issued a DNS on September 23, 2021, which was not appealed.

The Hearing Examiner concludes that the proposed rezone would not adversely affect the public health, safety, or general welfare and would not be materially detrimental to uses or property in the immediate vicinity. The property is located along the N. 145th Street corridor, close to transit services, pedestrian and bike infrastructure along the interurban trail, and existing retail and commercial services. Properties to the east and west are zoned MB and are developed with commercial businesses. Properties to the north are zoned R-48 and are developed with townhouses. Properties to the south are within the City of Seattle and are developed with a variety of commercial and retail businesses and a post office. Any higher intensity commercial and residential development that would be allowed under the rezone of the parcels to NB would be subject to the requirements of the City's Development Code, including requirements related to building height, setbacks, hardscape, landscape buffers, and lighting, as well as requirements related to transition area standards that would ensure compatibility with the residential uses to the north. In addition, any future development of the parcels would require additional environmental review under SEPA. The proposed rezone of the property to NB has merit and value for the community and would be consistent with the City's Comprehensive Plan. *Findings 1 – 16.*

### RECOMMENDATION

Based on the preceding findings and conclusion, the Hearing Examiner recommends that the City Council **APPROVE** the request for the four contiguous parcels at 808, 812, 820, and 826 N. 145th Street, totaling approximately 0.75 acres, to be rezoned from the Residential 12 zoning designation to the Neighborhood Business zoning designation.

**RECOMMENDED** this 18<sup>th</sup> day of November 2021.

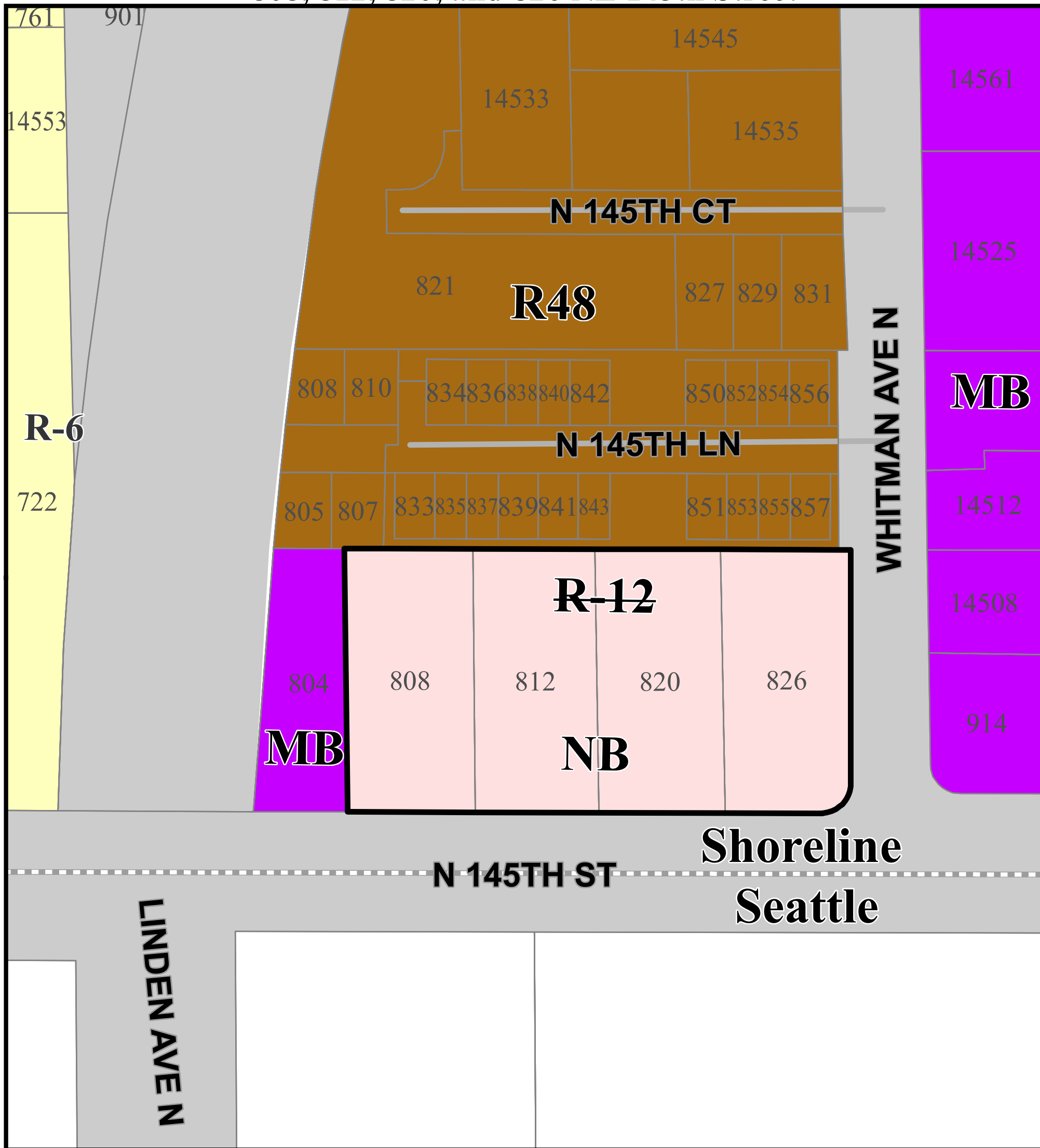



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ANDREW M. REEVES  
Hearing Examiner  
Sound Law Center



# Rezone from R-12 to Neighborhood Business (NB) Map for 808, 812, 820, and 826 NE 145th Street



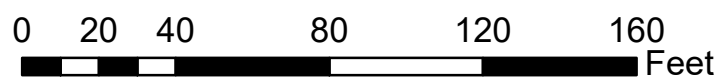
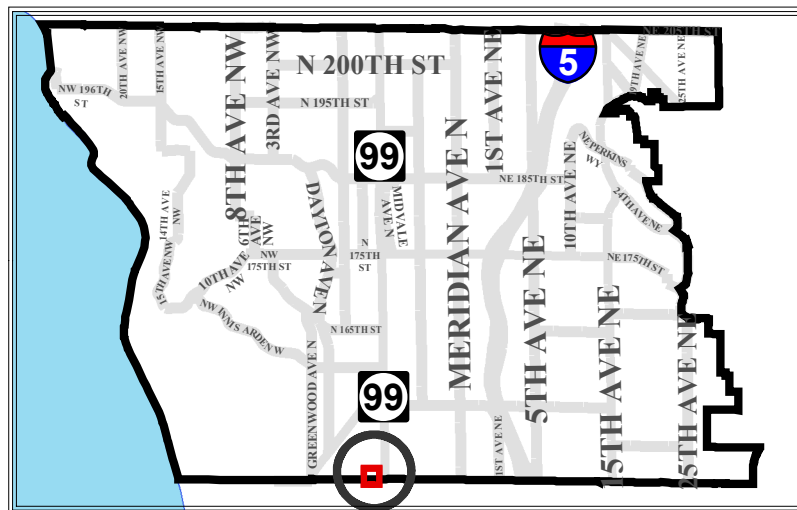
## Rezone from R-12 to Neighborhood Business (NB) for 808, 812, 820, and 826 NE 145th Street

### Zoning Legend

TC-1 to TC-4; Town Center	CZ; Contract Zone
MUR-70; Mixed Use Residential (70' height)	R-48; Residential, 48 units/acre
MUR-45; Mixed Use Residential (45' height)	R-24; Residential, 24 units/acre
MUR-35; Mixed Use Residential (35' height)	R-18; Residential, 18 units/acre
MB; Mixed Business	R-12; Residential, 12 units/acre
CB; Community Business	R-8; Residential, 8 units/acre
NB; Neighborhood Business	R-6; Residential, 6 units/acre
PA 3; Planned Area 3	R-4; Residential, 4 units/acre
C; Campus	

### Feature Legend

- Parcel Change	- Unclassified ROW
- City Boundary	- Parcel Line





## CITY OF SHORELINE

## PLANNING AND COMMUNITY DEVELOPMENT STAFF REPORT

**PROJECT NAME:** Hynden/145<sup>th</sup> Street Rezone Application

**PROJECT FILE:** PLN21-0117

**REQUEST:** The applicant, Dave Hynden, requests application approval for a rezone of four (4) parcels from Residential 12-units per acre (R-12), a medium-density residential zone to Neighborhood-Business (NB), a mixed-use zone.

**GENERAL INFORMATION:**

Applicant: Dave Hynden  
Windermere Real Estate  
1532 NW 195<sup>th</sup> Street #6  
Shoreline, WA 98177

Property Owners: Ellen Heath, Carol Pfeiffer, and Tom Kaupe

Property Location: 808, 812, 820, and 826 N. 145<sup>th</sup> Street, Shoreline, WA 98133

Tax Parcel Number: 2827100071, 2827100074, 2827100070, and 2827100072

Legal Description: 2827100071 - GOLF CLUB ACRES UNREC W 64 FT OF E 250 FT  
2827100074 - GOLF CLUB ACRES UNREC E 61 FT OF W 125 FT OF E  
250 FT  
2827100070 - GOLF CLUB ACRES UNREC W 62.5 FT OF E 125 FT  
2827100072 - GOLF CLUB ACRES UNREC E 62.5 FT LESS CO RD

**PROJECT DESCRIPTION:**

The Applicant proposes to rezone four parcels located at 808, 812, 820, and 820 N.145<sup>th</sup> Street from R-12 to NB. The applicant is asking for a rezone of four parcels to develop higher-density housing and/or a mixed-use development with commercial uses on the ground-floor. Although the applicant is requesting a zone change to the property, the applicant has not submitted development permits to change the existing structures on site.

Rezoning this parcel to NB is consistent, if not less intensive, with other similarly situated properties abutting N. 145<sup>th</sup> Street and commercial zoning in the City of Seattle on the south side of N. 145<sup>th</sup> Street.

**PROPERTY DESCRIPTION:**

The rezone encompasses four parcels which together total 32,736 square feet (.75 acres). Each one of the four parcels is currently developed with single-family homes (**Attachment 1 – Site Plan**).

The parcels are located adjacent to N. 145<sup>th</sup> Street which is designated as a State Highway (**Attachment 2 – Vicinity Map**). The subject parcels are flat with no known critical areas present. In addition to the existing homes, the sites are mostly developed with asphalt parking areas, gravel/dirt parking areas, outside lawns and patios, trees, shrubs, and other landscaping. There are existing sidewalks along N. 145<sup>th</sup> Street.

### **ZONING and LAND USE:**

The Subject Property is currently zoned R-12 (**Attachment 3 – Zoning Map**).

The surrounding zoning to the east and west is Mixed-Business along N. 145<sup>th</sup> Street (**Attachment 3 – Zoning Map**). Parcels to the north are zoned R-48 and are developed with attached single-family homes (townhomes). The parcels to the south, across N. 145<sup>th</sup> Street, are within the City of Seattle and are zoned Commercial 1 and are developed with commercial uses that include retail stores, office building, tire store, and a post office.

The subject parcels and the parcel to the north and west have a Comprehensive Plan Land Use designation of Mixed-Use 2 (**Attachment 4 – Comprehensive Plan**). As provided in Comprehensive Plan Policy LU10:

*The Mixed-Use 2 (MU2) designation encourages the development of walkable places with architectural interest that integrate a wide variety of retail, office, and service uses. It does not allow more intense uses, such as manufacturing and other uses that generate light, glare, noise, or odor that may be incompatible with existing and proposed land uses. This designation may provide retail, office, and service uses, and greater residential densities than are allowed in low-density residential designations, and promotes pedestrian connections, transit, and amenities.*

The parcels to the east have a Comprehensive Plan Land Use designation of Mixed-Use 1. As provided in Comprehensive Plan Policy LU9:

*The Mixed-Use 1 (MU1) designation encourages the development of walkable places with architectural interest that integrate a wide variety of retail, office, and service uses, along with form-based maximum density residential uses. Transition to adjacent single-family neighborhoods may be accomplished through appropriate design solutions. Limited manufacturing uses may be permitted under certain conditions.*

The Mixed-Use 2 designation is one of the City's most intense Comprehensive Plan Land Use designation and is intended to apply to parcels that are easily served by rapid transit, provide residents with commercial and service uses, and provide new multifamily uses that will provide maximum densities in order to meet the City's population and employment goals.

### **PUBLIC NOTICE AND COMMENT:**

Staff analysis of the proposed rezone considered information gathered from a neighborhood meeting on May 20, 2021, public comments, site visits, the Shoreline Comprehensive Plan, the Shoreline Municipal Code, and Title 20 Unified Development Code.

Per SMC 20.30.060 and 20.30.090, the applicant held a neighborhood meeting via Zoom on May 20, 2021. Comments raised at the neighborhood meetings related to the rezone pertained to increased development potential allowed in the NB zone, including increased building height, parking, and the neighbors' desire to build townhomes over multifamily dwelling units.

**(Attachment 5 – Neighborhood Meeting Summary)**

As required by SMC 20.30.120 and 20.30.180, public notice of the rezone application and public hearing for the proposal was posted on site, mailed to all residents within 500 feet, advertised in the *Seattle Times*, and posted on the City's website. The Notice of Application was issued on August 19, 2021 (**Attachment 6 – Notice of Application**) and the Notice of Public Hearing was issued on October 13, 2021 (**Attachment 7 – Notice of Public Hearing**).

The City received one (1) public comment letter in response to the proposed rezone. The public comment letter is included as **Attachment 8 – Public Comment Letter**.

**ENVIRONMENTAL REVIEW:**

The City of Shoreline is acting as Lead Agency for the SEPA review and environmental determination. The City issued a SEPA Determination of Non-Significance (DNS) on September 23, 2021 (See **Attachment 9 – SEPA DNS**). The SEPA DNS had a 14-day public comment period, and the city did not receive any comments.

**DEPARTMENT ANALYSIS:**

The process to rezone property is defined in Shoreline Municipal Code (SMC) 20.30.320. The purpose of a rezone is to change the zoning assigned to a property to modify the development regulations applicable to the property, including the addition of uses. Changes to a parcel's zoning are considered amendments to the City's official zoning map.

SMC 20.30.060 classifies a rezone as a Type C decision. Pursuant to SMC Table 20.30.060, the City of Shoreline Hearing Examiner, after holding an open record public hearing and preparing findings and conclusions, makes a recommendation to the City Council on whether a proposed rezone should be approved, approved with modifications, or denied based on compliance with the Decision Criteria codified in SMC 20.30.320(B). The City Council is the final decision-making authority on a rezone.

**Rezone Applications – Legal Standard**

Three general rules apply to rezone applications: (1) there is no presumption of validity favoring a rezone; (2) the rezone proponent must demonstrate that circumstances have changed since the original zoning; and (3) the rezone must have a substantial relationship to the public health, safety, morals, and general welfare. *Phoenix Development Inc. v. City of Woodinville*, 171 Wn. 2d 820, 834 (2011) (citing *Citizens for Mount Vernon v. City of Mount Vernon*, 133 Wash. 2d 861, 947 P.2d 1208 (1997)). However, as is the case for the present rezone application, when a proposed rezone implements the policies of a comprehensive plan, the rezone proponent is not required to demonstrate changed circumstances. *Bjarnson v. Kitsap County*, 78 Wash. App. 840, 899 P.2d 1290 (1995).

The decision criteria set forth in SMC 20.30.320(B) address these general rules as well as other considerations the City has established for determining whether a rezone should be granted.

Decision Criteria – SMC 20.30.320(B)

Decision criteria that the Hearing Examiner must examine for a rezone are set forth in SMC 20.30.320(B). City staff has analyzed each of the criteria below.

The following is the staff's analysis for how the proposed rezone at 808, 812, 820, and 826 N. 145<sup>th</sup> Street meets the criteria for a rezone and complies with the goals and policies of the Shoreline Comprehensive Plan. While, as a general practice, staff does not evaluate a rezone based on a single use. Instead, staff analyzes the proposed new zone with all possible permitted uses in mind.

**1. The rezone is consistent with the Comprehensive Plan.**

The rezone request is a change from the existing zone of R-12 to the proposed zone of NB. The Comprehensive Plan Land Use designation of the site is Mixed Use 2. Comprehensive Plan Policy LU10 reads:

*The Mixed-Use 2 (MU2) designation encourages the development of walkable places with architectural interest that integrate a wide variety of retail, office, and service uses. It does not allow more intense uses, such as manufacturing and other uses that generate light, glare, noise, or odor that may be incompatible with existing and proposed land uses. This designation may provide retail, office, and service uses, and greater residential densities than are allowed in low-density residential designations, and promotes pedestrian connections, transit, and amenities.*

The NB zoning district is considered an implementing zone for this designation. In contrast, the R-12 zoning district is an implementing zone for the Medium Density Residential Comprehensive Plan Land Use designation. The current residential zoning of R-12 has limited opportunity for commercial or a mix of uses and, therefore, is inconsistent with the intent of the MU2 designation.

The proposed rezone also meets the following Goals and Policies:

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

Goal LU II: Establish land use patterns that promote walking, biking, and using transit to access goods, services, education, employment, recreation.

The NB zoning district is not the City's most intensive zoning district but does allow a wide range of neighborhood serving commercial uses, higher-density multifamily dwellings, and building heights up to 50-feet. While the immediate future use of the property does not plan for redevelopment, rezoning the property to NB will still allow a variety housing opportunities, employment and services that are accessible to the neighborhood and the region when circumstances change. The rezone will also allow development that promotes walking, transit, and employment that furthers the City's Comprehensive Plan Goals LUI and II.

LU8: Provide, through land use regulation, the potential for a broad range of housing choices and levels of affordability to meet the changing needs of a diverse community.

T28. Encourage development that is supportive of transit, and advocate for expansion and addition of new routes in areas with transit supportive densities and uses.

The proposed rezone will allow this parcel to redevelop with multifamily housing that will provide needed housing adjacent to high-capacity transit. The rezone will allow for the removal of four single-family homes, a very inefficient use of land at this location, to be replaced with mixed-use development that can provide between 60-100 dwelling units and ground-floor commercial space. Future development of the site into multifamily housing or commercial uses will both be supported by transit since the King County Metro E-line is adjacent to the site and bus routes along N.145<sup>th</sup> Street will offer convenient service to the future 148<sup>th</sup> Street light rail station.

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

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

H3: Encourage infill development on vacant or underutilized sites.

H23: Assure that site, landscaping, building, and design regulations create effective transitions between different land uses and densities.

The proposed rezone will encourage a mix of housing choices in the future, encourage the redevelopment of these underutilized parcels in a prime location for walking, biking, bus rapid transit, and access to the future light rail station.

Any future development of the site must comply with transition area standards as required by SMC 20.50.021. These transition standards create effective transitions between high intensity uses and the lower residential densities to the north.

Based on the noted Comprehensive Plan Goals and Policies and the Neighborhood-Business zone being one of the implementing zones of the Mixed-Use 2 Land Use Designation, the proposed rezone is consistent with the Comprehensive Plan and meets criteria #1.

## **2. The rezone will not adversely affect the public health, safety, or general welfare.**

The rezone will not adversely affect the public health, safety, or general welfare for the following reasons:

The Subject Property is on the N. 145<sup>th</sup> Street Corridor where access to bus service, pedestrian and bike opportunities along the interurban trail, frequent high-capacity bus service along Aurora Avenue, and retail/commercial services are all within a short distance to the site. Higher density townhomes exist to the north and commercial services are present to the east. Redevelopment of these parcels under the proposed NB zone will be compatible with existing and future development.

If the site redevelops in the future, any new development must meet all regulations in effect at the time of development. This includes height, setbacks, hardscape, landscape buffers, and site lighting directed away from residential uses.

The rezone will not adversely affect the public health, safety, or general welfare since any future redevelopment of the site will be required to meet then current dimensional and landscaping standards as required in the City's Development Code.

This proposed rezone meets criteria #2.

### **3. The rezone is warranted to achieve consistency with the Comprehensive Plan.**

The rezone is warranted to achieve consistency with the Comprehensive Plan. RCW 36.70A.060 requires that the City's development regulations, which a zoning district is, must be consistent with and implement the Comprehensive Plan. A rezone to NB will satisfy this statutory mandate.

As noted in Section 1 above, the property maintains Comprehensive Plan Land Use designation of MU2. The NB zone is an implementing zone for the MU2 Comprehensive Plan Land Use designation and satisfies the intent of that designation. The proposed NB Zone is in an area near employment, retail/commercial areas, and where high levels of transit are present.

In contrast, the current zoning of R-12, which are not form based density zones, in that density is capped at 12 units per acre rather than by form (height, lot coverage, setbacks, lot dimensions), is inconsistent with the MU2 designation's desire for form-based maximum density residential uses.

This proposed rezone meets criteria #3.

### **4. The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone.**

The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone because this site and the area around this proposed rezone has been designated for commercial and mixed-use development since the incorporation of the City in 1995. When the City adopted its first zoning, the city adopted the existing zoning under King County. Subsequently, the city has developed its own zoning and Comprehensive Plan, under which the subject parcel designated for commercial and mixed-use land uses since at least 1998.

Any new development on the subject parcel will be required to comply with the City's Municipal Code, Stormwater Manual, Engineering Development Manual, and other City relevant codes that ensure the site will be developed with the latest building and engineering codes.

Future re-development may be required to install frontage improvements on N. 145<sup>th</sup> Street which will improve pedestrian safety. New development will be required to provide surface water improvements (if needed) which will mitigate drainage around the site. New development will



also be required to provide sufficient parking onsite to mitigate any effects of street parking on the adjacent right-of-way.

Because this area has been identified in the Comprehensive Plan as an area to provide high-density housing, commercial and mixed-use buildings, with application of Development Code regulations to provide protections, this proposed rezone meets criteria #4.

#### **5. The rezone has merit and value for the community.**

The proposed rezone and subsequent re-development have merit and value for the community. The proposed rezone is implementing the City's vision for this area as stated Comprehensive Plan Policy LU-10. This location was chosen for allocation of the City's population growth and the rezone will allow this site to redevelop to provide additional density and/or employment opportunities. High-density residential and mixed-use have been planned for this area which locates intense, regional commercial and services uses to a major transportation corridor and out of the low-density, single-family residential areas of the city. Any future development will be required to install full frontage improvements that include sidewalk, curb, gutter, and landscape/amenity zone adjacent on N. 145<sup>th</sup> Street thereby alleviating the neighborhood concerns of unsafe walking surfaces for pedestrians. In addition, new residential development will require the payment of transportation, park, and fire impact fees, thereby allowing for system-wide improvements that are being required due to growth within the community.

This proposed rezone meets criteria #5.

#### **DEPARTMENT RECOMMENDATION:**

Based on the above applicant response to the rezone criteria, the Planning & Community Development Department recommends **APPROVAL** of the Rezone for file PLN21-0117.



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Steve Szafran, AICP, Senior Planner

October 12, 2021

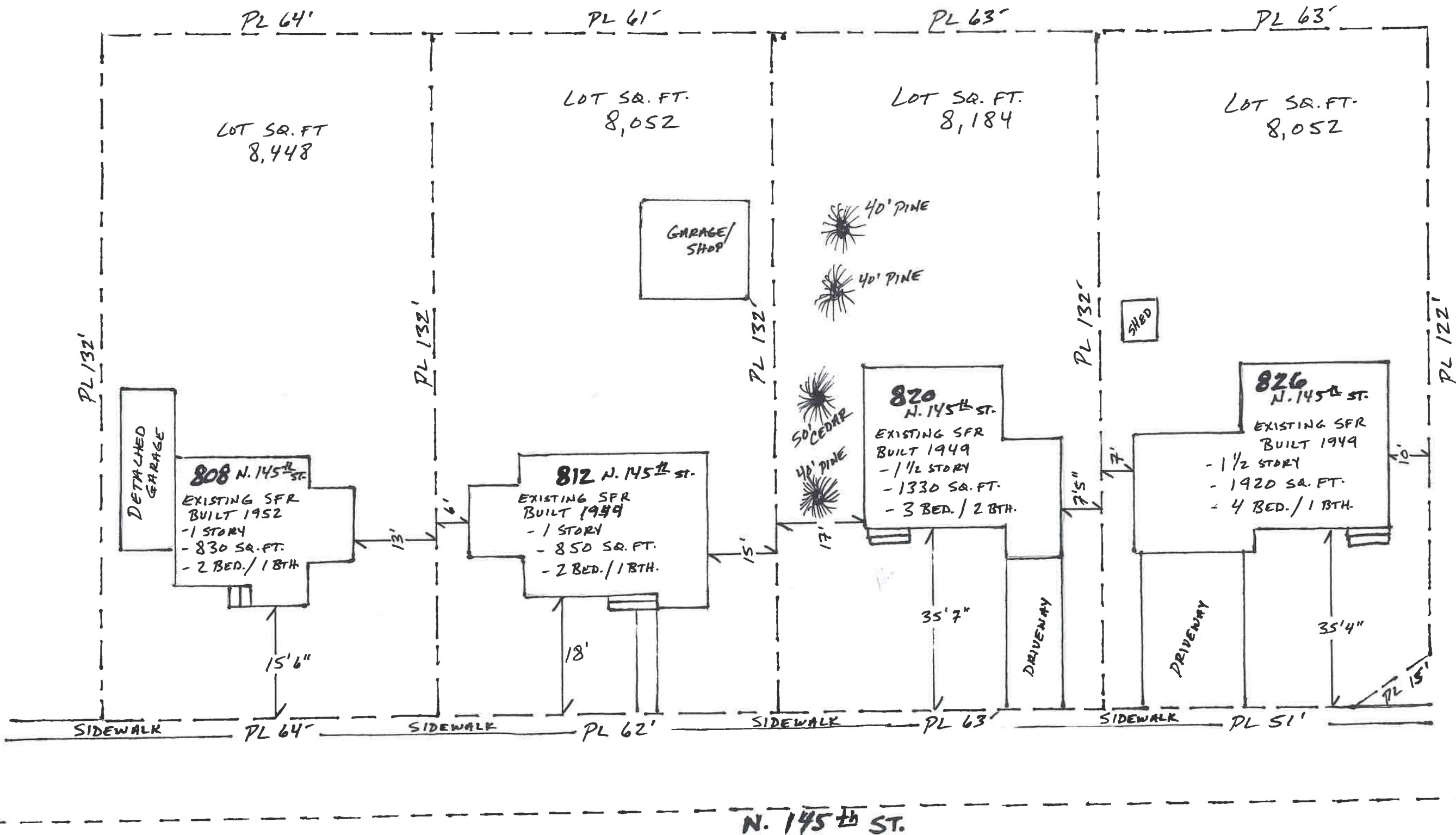
#### **Attachments:**

- Attachment 1 – Site Plan
- Attachment 2 – Vicinity Map
- Attachment 3 – Zoning Map
- Attachment 4 – Comprehensive Plan Land Use Map
- Attachment 5 – Neighborhood Meeting Summary

- Attachment 6 – Notice of Application
- Attachment 7 – Notice of Public Hearing
- Attachment 8 – Public Comment Letter
- Attachment 9 – SEPA Determination of Nonsignificance

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JUN 18 2021  
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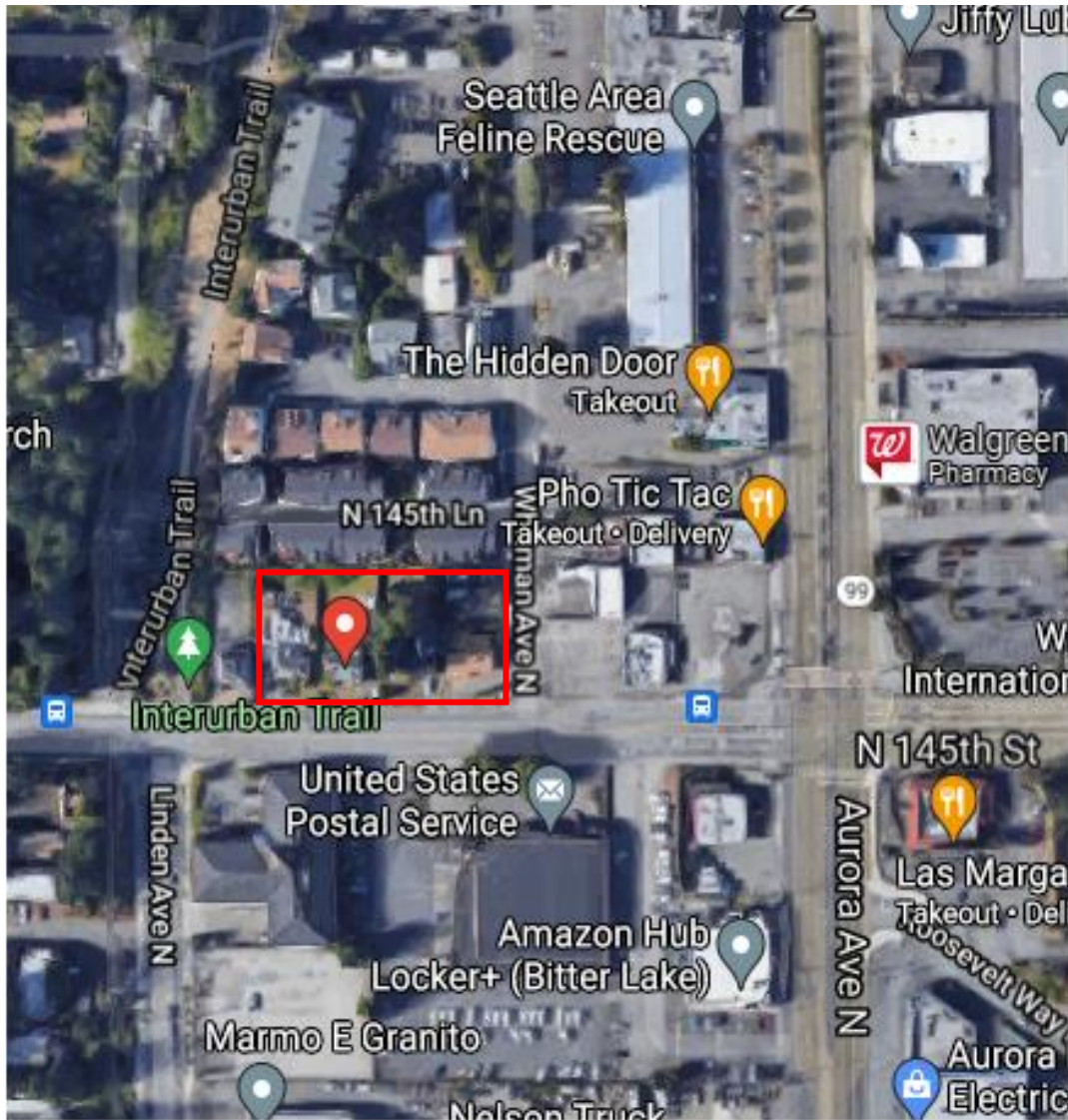
# Kaupe-Heath-Pfeiffer Rezone



WHITMAN AVE. N.

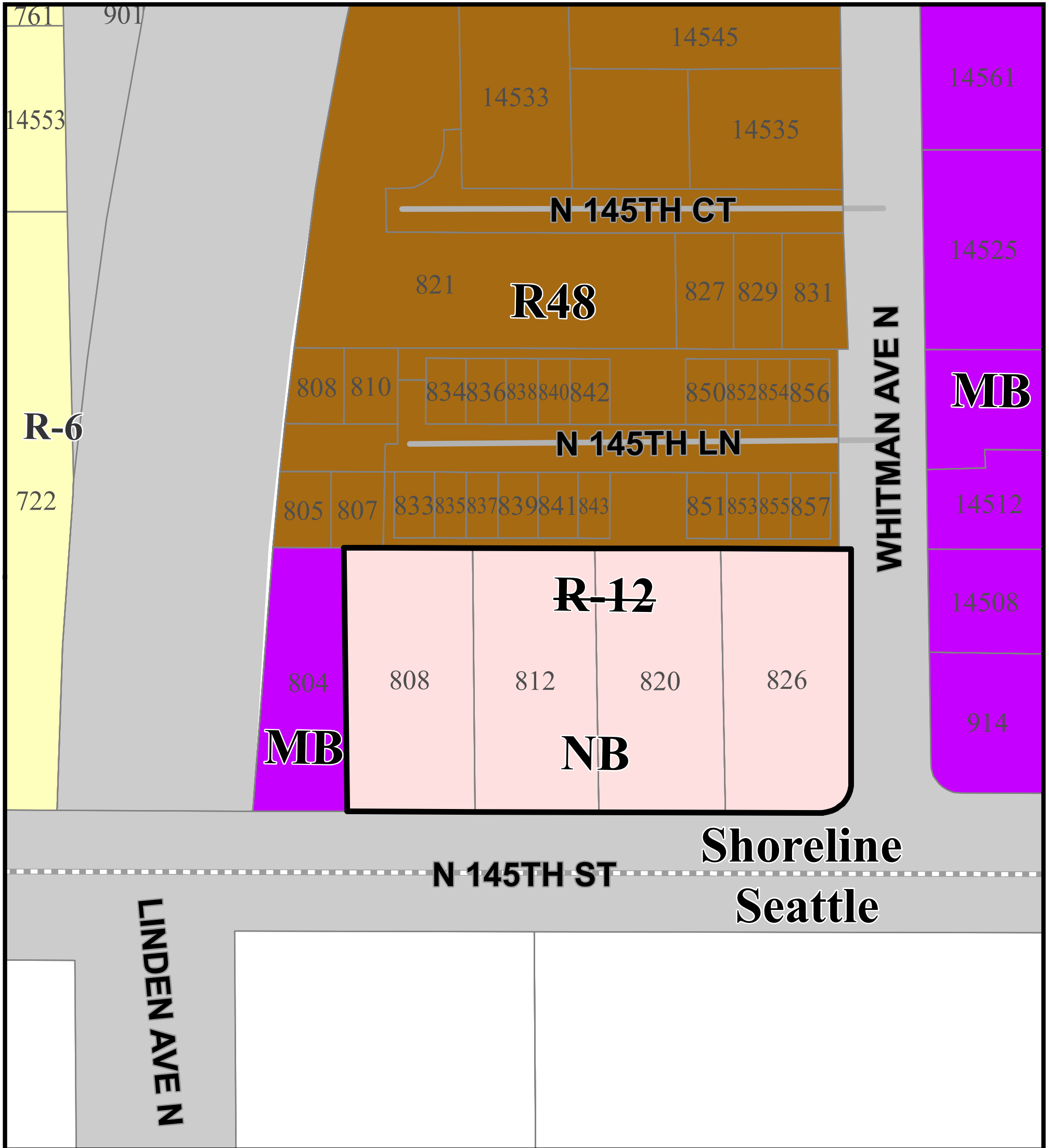
PREPARED BY:  
 DAVE HYNDEN  
 1532 NW 195th ST. #6  
 SHORELINE, WA.  
 98177  
 (206) 778-7355  
 DATE: 3/18/21  
 SCALE: 20' : 1"

Vicinity Map



# Rezone from R-12 to Neighborhood Business (NB) Map for 808, 812, 820, and 826 NE 145th Street

Attachment Exhibit 4



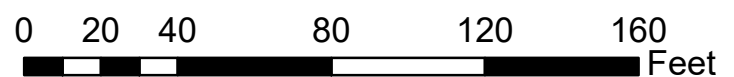
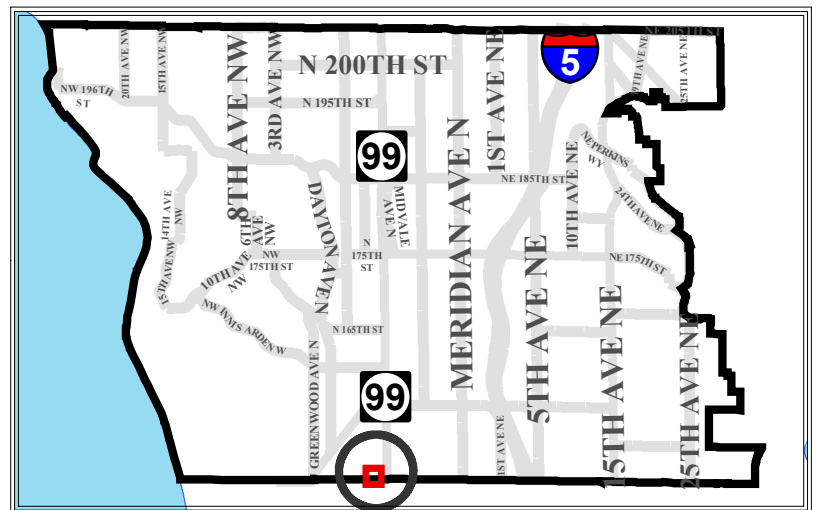
## Rezone from R-12 to Neighborhood Business (NB) for 808, 812, 820, and 826 NE 145th Street

### Zoning Legend

TC-1 to TC-4; Town Center	CZ; Contract Zone
MUR-70; Mixed Use Residential (70' height)	R-48; Residential, 48 units/acre
MUR-45; Mixed Use Residential (45' height)	R-24; Residential, 24 units/acre
MUR-35; Mixed Use Residential (35' height)	R-18; Residential, 18 units/acre
MB; Mixed Business	R-12; Residential, 12 units/acre
CB; Community Business	R-8; Residential, 8 units/acre
NB; Neighborhood Business	R-6; Residential, 6 units/acre
PA 3; Planned Area 3	R-4; Residential, 4 units/acre
C; Campus	

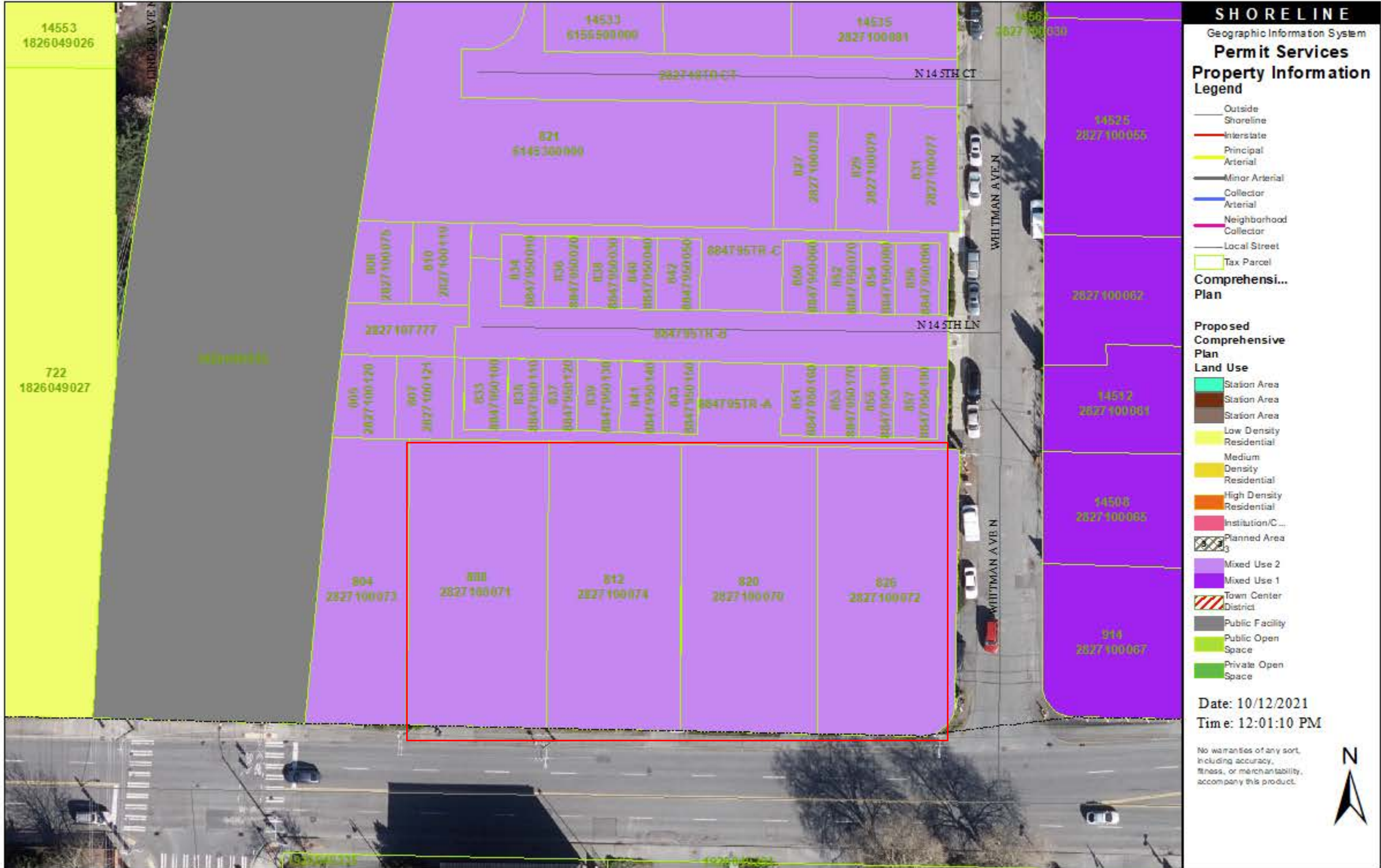
### Feature Legend

- Parcel Change	- Unclassified ROW
- City Boundary	- Parcel Line



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

Date Printed: Date: 9/13/2021 | Request: 30560



## Summary of Neighborhood Zoom Meeting (Proposed Rezone for 808, 812, 820 & 826 N. 145th St. Shoreline)

May 20, 2021

This is the summary of the neighborhood zoom meeting for the proposal to rezone the 4 adjacent lots (808, 812, 820 & 826 N. 145th St., Shoreline) from the current R-12 zoning to a higher density zoning.

In attendance:

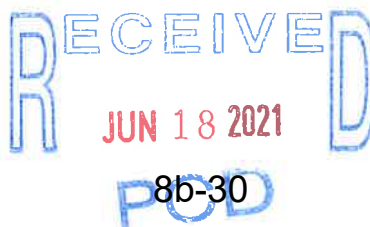
Tom Kaupe	Owner of 820 N. 145th St.
Don & Ellen Heath	Owner of 826 N. 145th St.
Dave Hynden	Hired consultant for the current owners of the properties
Kelly Emerson	Neighbor to the North (Secretary of the HOA/Townhomes)
David Suess	Owner of 804 N. 145th St.
Don ?	Owner of one of the Townhomes, directly to the North.

Kelly Emerson was concerned about what could possibly be built with a new zoning. She asked the current owners if they were at all discriminatory of who they'd be selling to and what they were looking to leave behind when they sell. She said that she would like to see Townhomes be built rather than a large, high building of some kind. She expressed concerns for parking.

David Suess who owns 804 N. 145th St. which is currently Mixed Business zoning and is directly to the West of the current properties seeking the rezone, asked whether or not the current owners were aware of the widening of N. 145th St., at some point in the near future. He also expressed that he would prefer Townhomes to be built, as well.

One other owner from the Townhomes to the North (N. 145th Ln.) was on the call, but had no comments.

Meeting lasted 30 minutes and no fighting or profanity took place. The meeting was recorded and e-mailed to the secretary of the Townhome HOA, directly behind (North) the current properties, to be shared with the Townhome owners that weren't able to attend the meeting.



PLN 21-0117

May 10, 2021

Dear Neighbor,

Please join in on a Zoom call to hear a brief presentation for a proposed rezone at 808, 812, 820 & 826 N. 145th St., Shoreline, WA. 98133. At this meeting we will discuss the specific details and solicit comments on the proposal from the neighbors.

**Meeting Information:**

**Proposal:** Rezoning of 4 adjacent lots. Current zoning is R12, and the proposed zoning will allow for higher density.

**Date:** Thursday, May 20th, 2021

**Time:** 5:30pm-6:00pm

**Zoom:** <https://zoom.us/j/92706342260?pwd=d1VlblI3amRxRW1Xc2FwWWlFVkJQdz09>

**\* Please call or e-mail Dave Hynden for an invite to this meeting.**

**Dave Hynden (206)778-7355  
hynden@windermere.com**





## City of Shoreline Notice of Application including Optional SEPA DNS Process

**Applicant:** Dave Hynden, Windermere Real Estate.

**Application Number:** PLN21-0117.

**Permit Requested:** Rezone of Property and Zoning Map Change.

**Location:** 808, 812, 820, and 826 N 145<sup>th</sup> Street.

**Description of Project:** Rezone the parcels from R-12 to Neighborhood-Business (NB). The applicant is asking for a rezone of four parcels to develop higher-density housing and/or commercial uses.

**Environmental Review:** The City expects to issue a SEPA Determination of Nonsignificance (DNS) on this project. This may be the only opportunity to comment on the environmental impacts of this proposal. The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an environmental impact statement is prepared. A copy of the subsequent threshold determination for the specific proposal may be obtained upon request.

**Public Comment:** This public comment period for this rezone application ends **September 3, 2021 at 5:00 p.m.** Interested persons are encouraged to mail, fax (206) 801-2788 or deliver comments to City of Shoreline, Attn. Steven Szafran, 17500 Midvale Avenue N, Shoreline, WA 98133 or email to [sszafran@shorelinewa.gov](mailto:sszafran@shorelinewa.gov). You may also request a copy of the decision once it has been made.

Copies of the SEPA Threshold Determination, application materials and applicable codes are available for review at City Hall, 17500 Midvale Avenue N.

### NOTICE OF DISCLOSURE

The City of Shoreline will enter all comments received into the public record and may make these comments, and any attachments or other supporting materials, available unchanged, including any business or personal information (name, email address, phone, etc.) that you provide available for public review. This information may be released on the City's website. Comments received are part of the public record and subject to disclosure under the Public Records Act, RCW 42.56. Do not include any information in your comment or supporting materials that you do not wish to be made public, including name and contact information.



## City of Shoreline Notice of Virtual/Electronic Public Hearing of the Shoreline Hearing Examiner

The City of Shoreline Hearing Examiner will hold an Electronic Public Hearing on November 3, 2021 at 7:00 p.m. Pursuant to the Governor's Emergency Proclamation 20-28 the public hearing will be held electronically due to health concerns from COVID-19. The hearing and public participation will be held completely remotely using an online application.

**Applicant:** Dave Hynden.

**Application Number:** PLN21-0117.

**Permit Requested:** Rezone of Property and Zoning Map Change.

**Location:** 808, 812, 820, and 826 N 145<sup>th</sup> Street.

**Description of Project:** Rezone the parcels from R-12 to Neighborhood-Business (NB). The applicant is asking for a rezone of four parcels to develop higher-density housing and/or commercial uses. Although the applicant is requesting a zone change to the property, the applicant has not submitted permits to change the existing structures on site.

**Environmental Review:** The City issued a SEPA Determination of Nonsignificance (DNS) on September 23, 2021 on this project. A copy of the threshold determination may be obtained upon request.

**Public Hearing:** An open record public hearing is scheduled for **November 3, 2021** at 7pm via Zoom. All interested persons are encouraged to listen and/or attend the remote online public hearing and to provide oral and/or written comments. Written comments should be submitted to Steven Szafran, Senior Planner, at [sszafran@shorelinewa.gov](mailto:sszafran@shorelinewa.gov) by no later than 4:00 p.m. local time on the date of the hearing. Any person wishing to provide oral testimony at the hearing is encouraged to register via the Remote Public Comment Sign-in form on the City's webpage at least thirty (30) minutes before the start of the meeting.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85648911538?pwd=Qm5nSVZ3M0VVTy81Yk1GQjAzbS9FUT09>

Passcode: 218725

Or One tap mobile :

US: +12532158782,,85648911538#,,,,\*218725# or +13462487799,,85648911538#,,,,\*218725#

Or Telephone:

Dial(for higher quality, dial a number based on your current location)

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128 or +1 646 558 8656 or +1 301 715

8592 or +1 312 626 6799

Webinar ID: 856 4891 1538

Passcode: 218725

International numbers available: <https://us02web.zoom.us/j/kcGQRv3zRq>

A request to sign-up can also be made directly to the Hearing Examiner Clerk at (206) 801-2232. Any questions or comments prior to the hearing date should be addressed to the Hearing Examiner Clerk at [hearingex@shorelinewa.gov](mailto:hearingex@shorelinewa.gov).

**17500 Midvale Avenue N, Shoreline, Washington 98133-4905**

Telephone (206) 801-2500 Fax (206) 801-2788 [pcd@shorelinewa.gov](mailto:pcd@shorelinewa.gov)

**8b-33**

Copies of the SEPA Threshold Determination, application materials and applicable codes are available for review at City Hall, 17500 Midvale Avenue N.

Any person requiring a disability accommodation should contact the Hearing Examiner Clerk at [hearingex@shorelinewa.gov](mailto:hearingex@shorelinewa.gov) in advance for more information. For TTY telephone service call (206) 546-0457. Each request will be considered individually according to the type of request, the availability of resources, and the financial ability of the City to provide the requested services or equipment.

**NOTICE OF DISCLOSURE**

The City of Shoreline will enter all comments received into the public record and may make these comments, and any attachments or other supporting materials, available unchanged, including any business or personal information (name, email address, phone, etc.) that you provide available for public review. This information may be released on the City's website. Comments received are part of the public record and subject to disclosure under the Public Records Act, RCW 42.56. Do not include any information in your comment or supporting materials that you do not wish to be made public, including name and contact information.

**From:** Grant Peltier <grantpeltier1313@gmail.com>  
**Sent:** Monday, August 30, 2021 8:53 PM  
**To:** Steve Szafran <sszafran@shorelinewa.gov>  
**Subject:** [EXTERNAL] Rezone four parcels from Residential 12-units per acre (R-12) to Neighborhood-Business (NB)

**CAUTION:** This email originated from outside of the City of Shoreline. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Steve,

I work at a nearby business on 145th and very much support the change of zoning on this project. The greater Seattle and Shoreline are needs more housing and this project can do a small part in providing more housing. Additionally, if this project contains mixed use retail spaces it will be great service to me. Hopefully this project will also have good bike parking due to the proximity to the trail.

Thanks,  
Grant



## Planning & Community Development

17500 Midvale Avenue North  
Shoreline, WA 98133-4905  
(206) 801-2500 ♦ Fax (206) 801-2788

### SEPA THRESHOLD DETERMINATION OF NONSIGNIFICANCE (DNS)

#### PROJECT INFORMATION

DATE OF ISSUANCE: **September 22, 2021**

PROPONENT: **Dave Hynden**

LOCATION OF PROPOSAL: **808, 812, 820, and 826 N 145<sup>th</sup> Street.**

DESCRIPTION OF PROPOSAL: **Rezone the parcels from R-12 to Neighborhood-Business (NB). The applicant is asking for a rezone of four parcels to develop higher-density housing and/or commercial uses. Although the applicant is requesting a zone change to the property, the applicant has not submitted permits to change the existing structures on site.**

PUBLIC HEARING **Tentatively scheduled for November 2021**

#### SEPA THRESHOLD DETERMINATION OF NONSIGNIFICANCE (DNS)

The City of Shoreline has determined that the proposal will not have a probable significant adverse impact(s) on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of the environmental checklist, the City of Shoreline Comprehensive Plan, the City of Shoreline Development Code, and other information on file with the Department. This information is available for public review upon request at no charge.

This Determination of Nonsignificance (DNS) is issued in accordance with WAC 197-11-340(2). The City will not act on this proposal for 15 days from the date below.

RESONSIBLE OFFICIAL: **Rachael Markle, AICP**  
**Planning & Community Development, Director and SEPA Responsible Official**

ADDRESS: **17500 Midvale Avenue North** PHONE: **206-801-2531**  
**Shoreline, WA 98133-4905**

DATE: 9/10/21 SIGNATURE: 

#### PUBLIC COMMENT, APPEAL, AND PROJECT INFORMATION

The public comment period will end October 7, 2021. This DNS may be appealed by any interested person to the City of Shoreline Hearing Examiner as provided in SMC 20.30 Subchapter 4 and SMC 20.30.680 no later than fourteen (14) calendar days after the date of issuance. Appeals must be submitted in writing to the City Clerk with the appropriate filing fee and received by 5:00 pm on the last day of the appeal period. The written appeal must contain specific factual objections related to the environmental impacts of the project. An appeal hearing on the DNS will be consolidated with the open record hearing on the project application.

Documents and environmental information for this proposal are available for review during regular business hours at the Shoreline City Hall, 17500 Midvale Ave N., 3rd floor – Planning & Community Development; by contacting Steven Szafran, AICP, Senior Planner at [sszafran@shorelinewa.gov](mailto:sszafran@shorelinewa.gov) or 206-801-2512; or on the City's land use noticing page at <https://www.shorelinewa.gov/government/departments/planning-community-development/records-notices-and-maps/land-use-action-and-planning-notices>.

If you are not capable of accessing the proposal's information on the City's website, please contact Steve Szafraan and arrangements can be made.

Rezone PLN21-0117 808, 812, 820, 826  
North 145<sup>th</sup> Street

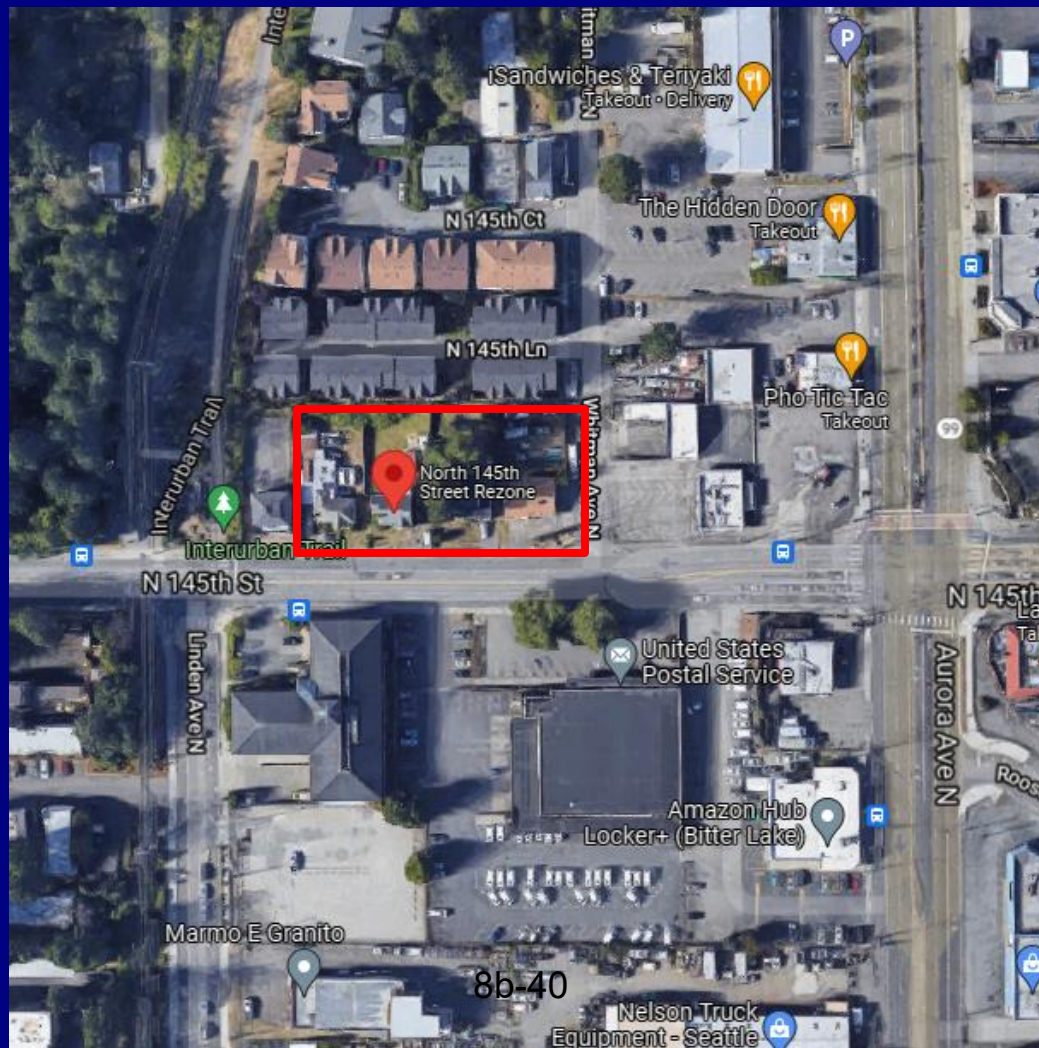
Public Hearing  
November 3, 2021



# Proposal

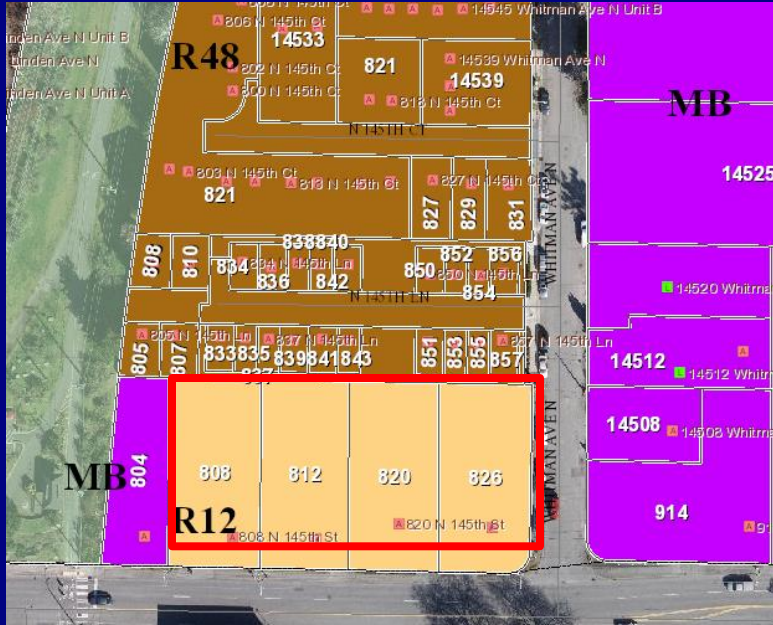
Change the zoning of four (4) parcels from R-12 to Neighborhood-Business in order to develop the property in the future.



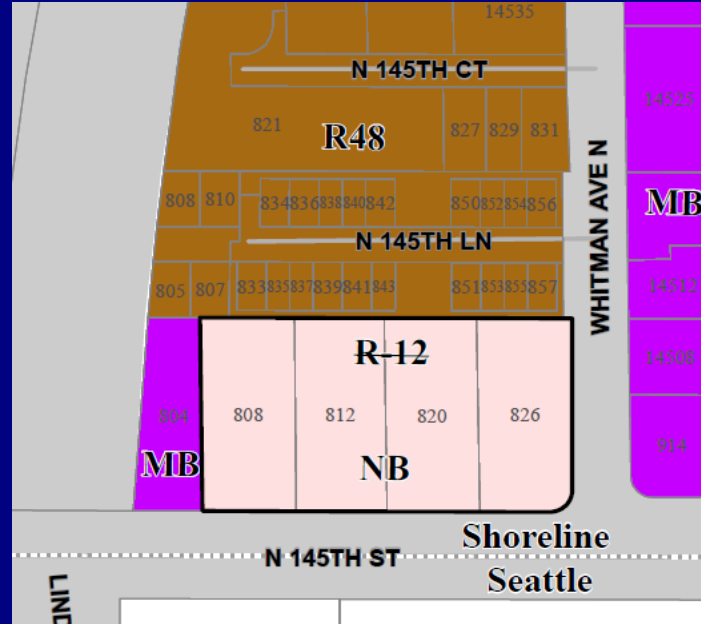


# Zoning

## Current Zoning



## Proposed Zoning



# Process

- SEPA DNS Issued September 22.
- Neighborhood Meeting May 20.
- Notice of Application (August 19) and Public Hearing (October 13) sent to property owners (500').
- Hearing Examiner Public Hearing – Recommendation to Council.
- City Council considers the rezone December 2021.

# Rezone Criteria

Attachment C

Zoom Video  
is shown here

1. The rezone is consistent with the Comprehensive Plan.



# Rezone Criteria

2. The rezone will not adversely affect the public health, safety, or general welfare.



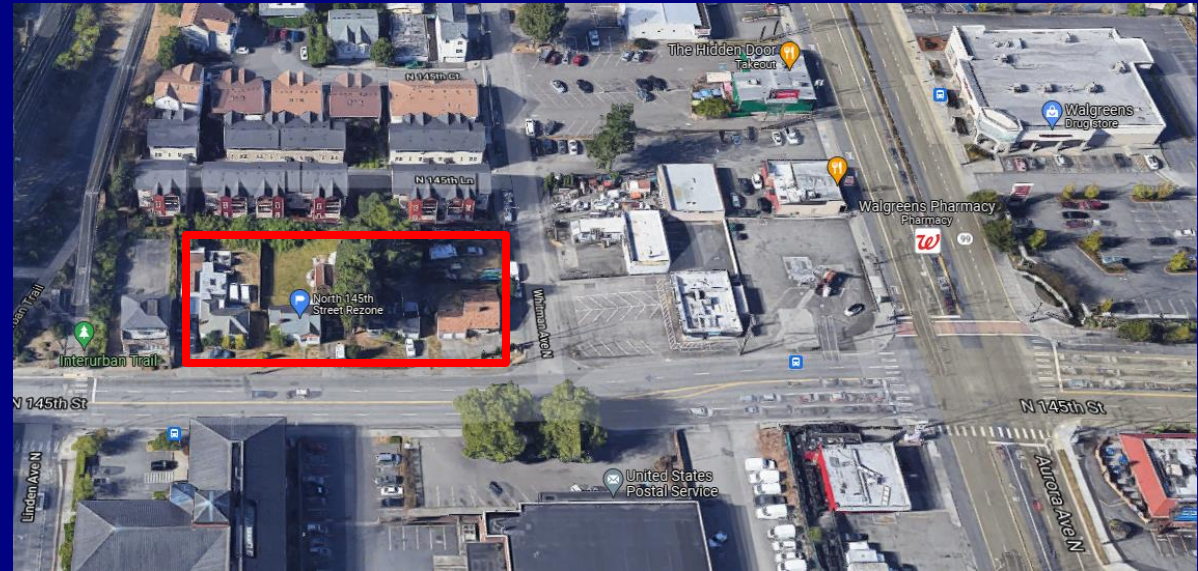
# Rezone Criteria

3. The rezone is warranted to achieve consistency with the Comprehensive Plan.



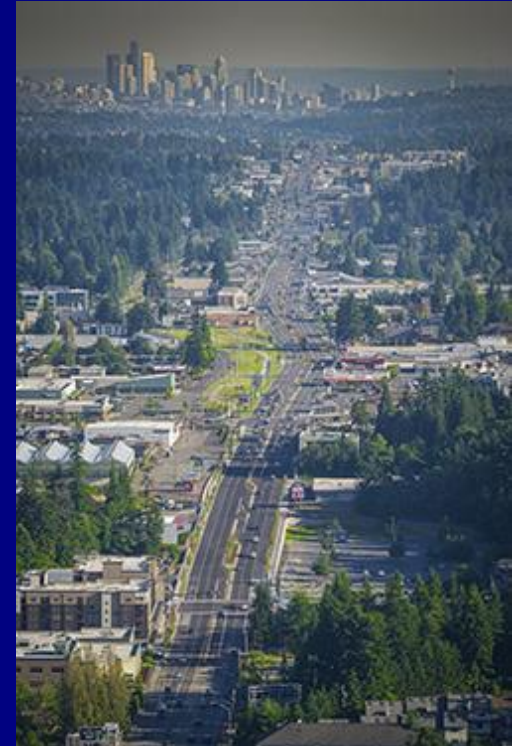
# Rezone Criteria

4. The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone.



# Rezone Criteria

5. The rezone has merit and value for the community.





# Recommendation

Staff recommends approval of PLN 21-0117 by changing the zoning from R-12 to Neighborhood Business.