



**SHORELINE CITY COUNCIL
VIRTUAL/ELECTRONIC REGULAR MEETING
REVISED AGENDA V.2
Monday, March 21, 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>
1. CALL TO ORDER		7:00
2. ROLL CALL		
3. APPROVAL OF THE AGENDA		
4. REPORT OF THE CITY MANAGER		
5. COUNCIL REPORTS		
6. PUBLIC COMMENT		
<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 Remote Public Comment Sign-in form. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed up.</i>		
7. CONSENT CALENDAR		
(a) Approval of Minutes of Regular Meeting of February 28, 2022	<u>7a-1</u>	
(b) Authorize the City Manager to Execute an Agreement with Award Construction, Inc. in the Amount of \$4,008,302 for Construction of the Pump Station 26 & Citywide Stormwater Safety/SCADA Improvements Project and Approving Change Order Authorization up to an Additional \$400,830	<u>7b-1</u>	
(c) Authorize the City Manager to Enter into a Contract with CI Security in the Amount of \$145,000 for Managed Cyber Security Detection and Response Services	<u>7c-1</u>	
(d) Authorize the City Manager to Execute an Agreement with Washington State University in the Amount of \$363,000 for Small	<u>7d-1</u>	

Business Advising and Technical Assistance to Small Business
Through its Small Business Development Center

- (e) Authorize the City Manager to Approve Real Property Acquisitions for the 145th Corridor Phase 1 Project for Property Located at 14509 3rd Avenue NE 7e-1

8. ACTION ITEMS

- (a) Appointment of the 2022 Members to the Planning Commission 8a-1 7:20
- (b) Authorize the City Manager to Execute a Construction Contract with Rodarte Construction, Inc. in the Amount of \$3,291,215 for the 5th Avenue NE (NE 175th – NE 182nd) Sidewalk Project 8b-1 7:30
- (c) Action on Ordinance No. 955 - Amending Shoreline Municipal Code Chapters 20.20 and 20.50 Regarding the Tree Related 2021 Batch Development Code Amendments 8c-1 8:00

9. STUDY ITEMS

- (a) Discussion of Resolution No. 488 Approving the Relocation Plan and City Manager Property Acquisition Authority, and Ordinance No. 957 Authorizing the Use of Eminent Domain for Acquisition of Certain Real Properties - to Construct the State Route 523 (N/NE 145th Street) & I-5 Interchange 9a-1 8:50

10. ADJOURNMENT

9:05

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[LINK TO STAFF PRESENTATIONS](#)



[LINK TO PUBLIC COMMENT RECEIVED](#)

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, February 28, 2022
7:00 pm.

Held Remotely via Zoom

PRESENT: Mayor Scully, Deputy Mayor Robertson, Councilmembers McConnell, Mork, Roberts, Pobee, and Ramsdell

ABSENT: None

1. CALL TO ORDER

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

2. ROLL CALL

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

3. APPROVAL OF THE AGENDA

Councilmember McConnell moved to remove Item 7(d), Authorizing the City Manager to Execute a Construction Contract with Rodarte Construction, Inc. for the 5th Avenue NE (NE 175th – NE 182nd) Sidewalk Project, from the Consent Calendar.

Mayor Scully stated Consent Calendar Item 7(d) would now become Action Item 8(a). **Councilmember Roberts moved to postpone new Action Item 8(a) to a future meeting at the discretion of the Mayor and City Manager. The motion was seconded by Councilmember Ramsdell and approved 6-1, with Councilmember McConnell dissenting.**

4. REPORT OF CITY MANAGER

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

5. COUNCIL REPORTS

Deputy Mayor Robertson said she attended the Regional Transit Committee where they discussed returning to full transit service and upcoming changes to the Orca Card Program, and worked on the draft for the Regional Transportation Plan.

Mayor Scully reported his attendance at the Lake Ballinger Forum and said Shoreline staff identified a funding opportunity in the amount of \$250,000 to improve stormwater infrastructure

and natural habitat in the Lake George watershed. He said he also attended the Echo Lake Neighborhood Association Meeting with the City Manager where they spoke about how the City responded to the COVID-19 crisis and its financial impacts.

6. PUBLIC COMMENT

Mayor Scully announced that 21 people are signed up for public comment this evening, which exceeds Council's thirty minutes of allotted time for public comment.

Councilmember Roberts moved to suspend the Council Rules of Procedure to allow all those preregistered for Public Comment to speak for two minutes. The motion was seconded by Councilmember McConnell and passed unanimously, 7-0.

Jackie Kurle, Shoreline resident, advocated for ongoing updates and transparency of the Enhanced Shelter activities.

Melody Fosmore, Shoreline resident, recounted the efforts of the community-led Shoreline Tree Preservation Code Team (TPCT) to protect trees in the interest of combating climate change and neighborhood aesthetics and expressed her stance against wider sidewalks on 5th Ave.

Wally Fosmore, Shoreline resident, spoke about previously proposed penalties for tree damage or removal, asked why the item was not presented for review to the Council or the Planning Commission, stated penalties are necessary, and asked Council to consider them.

Bill Turner, Shoreline resident, stated his support for TPCT's significant tree proposal based on articles that show the tree's ability to mitigate climate change, disrupt monocultures, and provide other functional values.

Jake McKinstry, Seattle resident and Principal of Spectrum Development Solutions, expressed his support for the amendment to allow for interim three phase overhead power in the 145th Light Rail Station Area to stay on schedule for the completion of 500 units of affordable housing by 2024 and 2025.

Nancy Morris, Shoreline resident, spoke about the efforts of residents along 5th Ave NE to protect trees with no success, pointed out the opportunity to make changes to the sidewalk design, and asked Council to adopt a design for a bike path and reduced risk to trees.

Kean Engie, Shoreline resident, spoke in support of Save Shoreline Trees and the TPCT on behalf of himself and his wife and highlighted the idea that development is only possible with environmental protection and the new housing along the Light Rail Station can be built while preserving limited mature trees.

Barbara Johnstone, Shoreline resident, said Council must review the budget for the 5th Ave NE Sidewalk Project as there is a \$1.75 million difference in the project estimate provided in the current staff report since the last staff report from February 7, 2022 and asked Council to provide an explanation for the difference and to remove the contract until the design is reviewed.

Chris Kelly, Director of Construction for AAA Management, expressed his support for three phase overhead power in the 145th Light Rail Station Area for the on-time construction of multi-family housing.

Martha Diesner, Shoreline resident, spoke about various tactics listed in the proposed code amendment to save more trees and stated her opposition to the removal of significant trees along 5th Ave NE and asked Council to hold off on approving the construction contract until the sidewalk project is redesigned.

Jean Hilde, Shoreline resident, shared her support for the TPCT proposed code amendments and disapproval of authorizing the Planning and Community Development Director to waive or reduce the required minimum significant tree retention or replacement and highlighted the need to protect Shoreline's Urban Canopy.

Rebecca Jones, Shoreline resident, spoke in support of the TPCT proposed code amendments with an emphasis on redefining significant trees and relayed the benefit mature trees have on stormwater runoff, CO₂ sequestration, wildlife habitat, and restoration of Shoreline's tree canopy.

Janet Way, Shoreline resident and member of the Shoreline Preservation Society, said she supports the TPCT proposed code amendments and noted the timeliness of enacting climate change protections by saving more trees on 5th Ave NE. She asked Council to take their strongest position possible to save mature trees.

Susanne Tsoming, Shoreline resident and member of the Shoreline Preservation Society, spoke about the proposed amendment to include a tree retention incentive table which was ultimately withdrawn by the code team with the expectation that City staff would explore other opportunities for incentives, and she asked for assurance that the incentives would be researched.

Kara Pomeroy, Shoreline resident, spoke in support of the proposed tree codes saying that it is the responsibility of citizens and Council to slow down climate change by keeping Shoreline's tree canopy intact.

Kathleen Russell, Shoreline resident, explained the work of the TPCT and asked Council to take the time to review the proposed tree codes as many residents are interested in preserving trees and pointed out that several of the proposed codes are not recommended by staff but reasoned that the codes would support the City's goal of no net loss of Shoreline's tree canopy.

Peter Eglick, Attorney for the Innis Arden Club, expressed opposition to the proposed tree code amendments on behalf of the Club specifically regarding the changes to the stringency of tree regulations. He claimed that the City failed to comply with citizen outreach according to the Comprehensive Plan and said more work is needed before the amendments are adopted.

Robert Gregg, Clinton resident, stated his support for the use of three phase overhead power in the Light Rail Station Area until underground connection is available.

Jonna Reeder, Shoreline resident, spoke on policies regarding tree removal expressing discontent with the number of trees to be removed for the project on 198th street and hope that more trees can be preserved.

Jack Malek, Shoreline resident and Realtor with Windermere, said the projects in the Light Rail Station Area are threatened due to lack of underground power and advocated for the temporary use of three phase overhead power so the construction projects in the area may continue.

7. CONSENT CALENDAR

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

- (a) **Approval of Minutes of Regular Meeting of February 7, 2022**
Approval of Minutes of Regular Meeting of February 14, 2022

- (b) **Approval of Expenses and Payroll as of February 11, 2022 in the Amount of \$5,933,880.61**

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
1/9/22 - 1/22/22	1/28/2022	100764-100960	17701-17707	84756-84762	\$817,277.07
				WT1240- WT1241	\$107,810.68
					<u>\$925,087.75</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
2/1/222	1242	\$2,507,874.64
		<u>\$2,507,874.64</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
2/1/2022	84753	84755	\$22,250.00
2/2/2022	84763	84773	\$247,833.47
2/2/2022	84774	84789	\$85,160.15
2/2/2022	84790	84797	\$210,223.42
2/2/2022	84798	84802	\$7,209.38
2/2/2022	84803	84817	\$58,774.55

2/9/2022	84818	84822	\$494,783.57
2/9/2022	84823	84828	\$150,752.20
2/9/2022	84829	84849	\$209,683.63
2/9/2022	84850	84858	\$15,870.88
2/9/2022	84859	84877	\$998,376.97
			\$2,500,918.22

(c) Adoption of Ordinance No. 954 – Amending the 2021-2022 Biennial Budget

(d) Authorize the City Manager to Execute Professional Services Agreement with DKS Associates in the Amount of \$337,833 for Design of the Meridian Avenue Safety Improvements Project

(e) Authorizing the City Manager to Enter into a Contract with the Center for Human Services for February-December, 2022 in the Amount of \$170,000

8. ACTION ITEMS

- (a) Action on Preliminary Formal Unit Lot Subdivision No. PLN20-0139, Dividing Eleven (11) Existing Parcels Into Seventy (70) Unit Lots at 2105, 2117, and 2123 N 148th Street; 2116, 2122, 2132, 2142, and 2150 N 147th Street; 14704, 14710 and 14718 Meridian Avenue N (East side of Meridian Avenue N, between N 147th and 148th Streets)

Mayor Scully read the Appearance of Fairness doctrine and gave councilmembers an opportunity to disclose any ex parte contacts of which there were none.

Senior Planner, Cate Lee, presented findings of the subdivision application and spoke on the history of the application, development plans, and recommendation for approval by the Hearing Examiner.

Deputy Mayor Robertson moved to approve the Hearing Examiner’s recommendation. The motion was seconded by Councilmember Pobee.

It was asked if the property would allow for multidirectional access and Ms. Lee confirmed there would be multiple points for vehicles to access the property. She pointed out the neighborhood would be private and would not have an easement for public access, although walking paths are proposed in the current plans. Ms. Lee added that, following public feedback, the number of units proposed for the development decreased to 70 units to provide for better tree retention.

Council commented on the benefits the project will have on the community saying the construction will increase opportunities for home ownership, offer environmentally friendly transit options, and reduce tree removal in Shoreline by increasing population density with multi-family housing.

The motion was unanimously approved, 7-0.

9. STUDY ITEMS

- (a) Discussion of Required Electrical Utility Undergrounding in the South Shoreline/148th Light Rail Station Area and the Impact on the Sound Transit Lynnwood Link Extension Project and MUR-70' Development

Assistant City Manager, John Norris described the immediate roadblock impacting several construction projects around the Light Rail Station Area due to the four-year delay of Seattle City Light's installation of underground electrical infrastructure called the Duct Bank Project. He said without the utility in place, the Light Rail Station and other facilities would not be able to operate and as engagement with Seattle City Light continuous in attempt to progress the project, he asked for Council's opinions on adopting code amendments to allow for temporary three phase overhead power and the continuation of the power supply until Seattle City Light's project is complete in order to keep schedule with the start of Light Rail revenue service in 2024.

Council inquired about the details of temporary overhead power and its impacts to public and private development. City Engineer, Trish Juhnke, responded explaining that the overhead power source could be utilized until the end of construction but would need to be removed prior to occupancy which would delay the opening of the Light Rail Station and newly constructed housing and said there must be a focus on both temporary power for construction and a long-term power solution. Mr. Norris added that the proposed amendments would be enacted citywide, however, staff could propose language to tailor the code for the impacted area and explore options to compel Seattle City Light to maintain their commitment.

Council expressed dissatisfaction with Seattle City Light, and the delay of the Duct Bank Project and the subsequent disruptions it will cause for other developments. Council encouraged staff to aggressively pursue a resolution that complies with the objective for underground electrical facilities and concluded that both amendments would need to be supported.

- (b) Discussion of Ordinance No. 955 – 2021 Batch Development Code Amendments Related to Tree Regulations, Amending Shoreline Municipal Code Sections 20.20 and 20.50

Senior Planner, Cate Lee, gave an overview of the current code explaining tree retention and replacement regulations and tree protection criteria and she provided an example of how the codes are enacted in practice.

Senior Planner, Steve Szafran, presented the proposed tree code amendments. He said the proposed amendments approved by the Planning Commission include:

- Amendment #C1, adding definitions for critical root zone and inner chronicle read zone.
- Amendment #C2, amending the definition of tree canopy, clarifying the definition of a hazardous tree, and revising the definition of landmark trees.
- Amendment #C3, amending the definition of urban forests and urban tree canopy.
- Amendment #C4, clarified language for greater treat preservation and protection.
- Amendment #C5, adding sections for best management practices, site violations, restoration plans, and site investigations.
- Amendment #C7, increasing the minimum tree retention requirements.

- Amendment #C8, allowing the Director to waive and reduce the minimum significant tree retention.
- Amendment #C10, proposing greater tree protection measures to clarify best management practices.

Mr. Szafran said the following amendments were denied by the Planning Commission:

- Amendment #C2, amending the definition of significant trees.
- Amendment #C6, revising permit exemptions for tree removal.
- Amendment #C9, allowing the Director to reduce the number of replacement trees.

Councilmembers thanked the community groups for their work on the proposed tree code amendments and offered their thoughts on the entire batch of amendments. Councilmembers voiced concerns with permit exemptions, and with granting the Director authority to waive and reduce tree requirements. An amendment was requested to change the definition of a significant tree from eight inches or greater in diameter at breast height, to six inches; and more information was requested on code enforcement penalties for illegal tree removal. It was stated that the establishment of an urban forestry advisory panel would be valuable to connect with the community about sustainability issues.

Addressing comments regarding amendments related to penalties, Mr. Szafran said the citizen initiated amendments were not recommended by the Planning Commission and therefore were not presented to the City Council as part of Ordinance No. 955. He explained that staff require a performance bond when trees are replaced to ensure they survive, and that he would explore more incentives and penalties to bring back to Council. He also clarified that the Director's waiver of significant tree retention must be justified and does not grant any exemption for tree replacement.

10. ADJOURNMENT

At 8:50 p.m., Mayor Scully declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute an Agreement with Award Construction, Inc. in the Amount of \$4,008,302 for Construction of the Pump Station 26 & Citywide Stormwater Safety/SCADA Improvements Project and Approving Change Order Authorization up to an Additional \$400,830
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The 2021-2026 Capital Improvement Plan identifies three capital projects that will upgrade all eight (8) of the City's stormwater pump stations, as identified in both the 2016 Conditions and Capacity Assessment and the 2020 Preliminary Design Report. This construction contract will complete two of the three upgrade projects described in the Pump Station 26 Improvements Project and the Miscellaneous Pump Station Improvements Project.

Between February 8 and March 8, 2022, the City solicited bids for contractors to construct the Pump Station 26 & Citywide Stormwater Safety/Supervisory Control and Data Acquisition (SCADA) Improvements Project as Bid #10228. The bid from Award Construction, Inc. in the amount of \$4,008,302.00 was the apparent low bid. City staff has determined that the bid from Award Construction, Inc. is responsive and that they have met the City's requirements. Staff is requesting that the City Council authorize the City Manager to execute a contract with the lowest responsive bidder, Award Construction, Inc., for construction of the Pump Station 26 & Citywide Stormwater Safety/SCADA Improvements Project in the amount of \$4,008,302.00 with a change order authority of \$400,830.00.

RESOURCE/FINANCIAL IMPACT:

This contract will complete work for two of three linked capital projects that upgrade all eight (8) of the City's stormwater pump stations. The projects are the Pump Station 26 Improvements Project, the Pump Station Miscellaneous Improvements Project, and the Pump Station 30 Upgrades Project. All three projects are primarily funded by the Surface Water Capital Fund, while the Pump Station 26 Improvements Project also includes specific grant funding as identified below. The combined project expenses and revenues are as follows:

EXPENDITURES

PROJECT ADMINISTRATION:

Pump Station 26 Improvements Project	\$485,309
Pump Station Miscellaneous Improvements	\$119,960
Pump Station 30 Upgrades	\$562,000
<hr/>	
Subtotal	\$1,167,269

CONSTRUCTION:

<i>Pump Station 26 & Misc. Construction Contract (This Contract #10228)*</i>	\$4,008,302
<i>Change Order Authorization (This Contract #10228)*</i>	\$408,302
Pump Station 30 Upgrades	\$1,500,000
1% for the Arts	\$40,083
<hr/>	
Construction Subtotal	\$5,956,687

TOTAL PROJECT EXPENDITURES **\$7,123,956**

REVENUES

King County Flood Reduction Grant**	\$250,000
American Recovery and Reinvestment Act of 2021**	\$2,922,000
Surface Water Capital Fund	\$3,951,956
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TOTAL PROJECT REVENUE **\$7,123,956**

*Contract cost is approximately 85% for Pump Station 26 and \$15% for Miscellaneous Pump Station Project

**Grant and ARPA Funding only applies to Pump Station 26 Improvements Project

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to execute a construction contract with Award Construction, Inc., in the amount of 4,008,302 with an additional change order authority of \$408,302 for the Pump Station 26 & Citywide Stormwater Safety/SCADA Improvements Project.

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

BACKGROUND

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

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

Staff determined that these projects would best be developed concurrently by a single engineering firm to ensure that key elements of the design approach and details of the designs are standardized. Following consultant selection through a competitive process, Council authorized a contract with BHC Consultants to complete a [Preliminary Design](#) of the Stormwater Pump Stations and Supervisory Control and Data Acquisition (SCADA) Improvements Project. This project was completed in mid-2020 and expanded on the 2016 Assessment of all eight surface water pump stations, evaluated SCADA options, analyzed design alternatives at Pump Station 26 and Pump Station 30, and created an implementation plan for improvements. The staff report requesting Council authorization of this project can be found at the following location:

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

During BHC's evaluation of the City's surface water pump stations, City staff and BHC determined that, because of repeated pump and control failures and subsequent repairs, complete replacement of Pump Station 26 should be prioritized and undertaken as soon as possible. The 2021-2026 CIP includes funds for the full replacement of Pump Station 26. To optimize construction schedule and cost, the Miscellaneous Pump Station Improvements project was combined with the Pump Station 26 Improvements project to construct both under a single construction contract during the dry season of 2022.

ALTERNATIVES ANALYSIS

Project Bid Process – Bid # 10228

Between February 8 and March 8, 2022, the City solicited bids for contractors to construct the Project under Bid#10228 as noted above. Bids were opened March 8, 2022, and two (2) bids were received. Award Construction, Inc. was the low bidder with a bid of \$4,008,302. The other bid proposal was for \$4,346,261.20, from Interwest Construction, Inc.

The lowest bid from Award Construction, Inc. was determined to be responsive and met the requirements of the City. This was verified by:

- Evaluation and analysis of the bid through the creation of bid tabulations;

- Verification that the contractor is properly licensed in Washington State and has not been barred from contracting on federal and state funded projects; and
- Verification that the contractor met supplemental bid criteria identified in the contract.

The engineer's estimate for construction of the Project is \$3,000,000. Construction is anticipated to start in April 2022 and be completed within 180 working days.

COUNCIL GOAL(S) ADDRESSED

This project supports Council Goal 2: “Continue to deliver highly-valued public services through management of the City’s infrastructure and stewardship of the natural environment.”, and Action Step #7: “Continue implementing the proactive strategy of the adopted 2017-2022 Surface Water Master Plan.”

RESOURCE/FINANCIAL IMPACT

This contract will complete work for two of three linked capital projects that upgrade all eight (8) of the City’s stormwater pump stations. The projects are the Pump Station 26 Improvements Project, the Pump Station Miscellaneous Improvements Project, and the Pump Station 30 Upgrades Project. All three projects are primarily funded by the Surface Water Capital Fund, while the Pump Station 26 Improvements Project also includes specific grant funding as identified below. The combined project expenses and revenues are as follows:

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 **Grant and ARPA Funding only applies to Pump Station 26 Improvements Project

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to execute a construction contract with Award Construction, Inc., in the amount of 4,008,302 with an additional change order authority of \$408,302 for the Pump Station 26 & Citywide Stormwater Safety/SCADA Improvements Project.

ATTACHMENTS

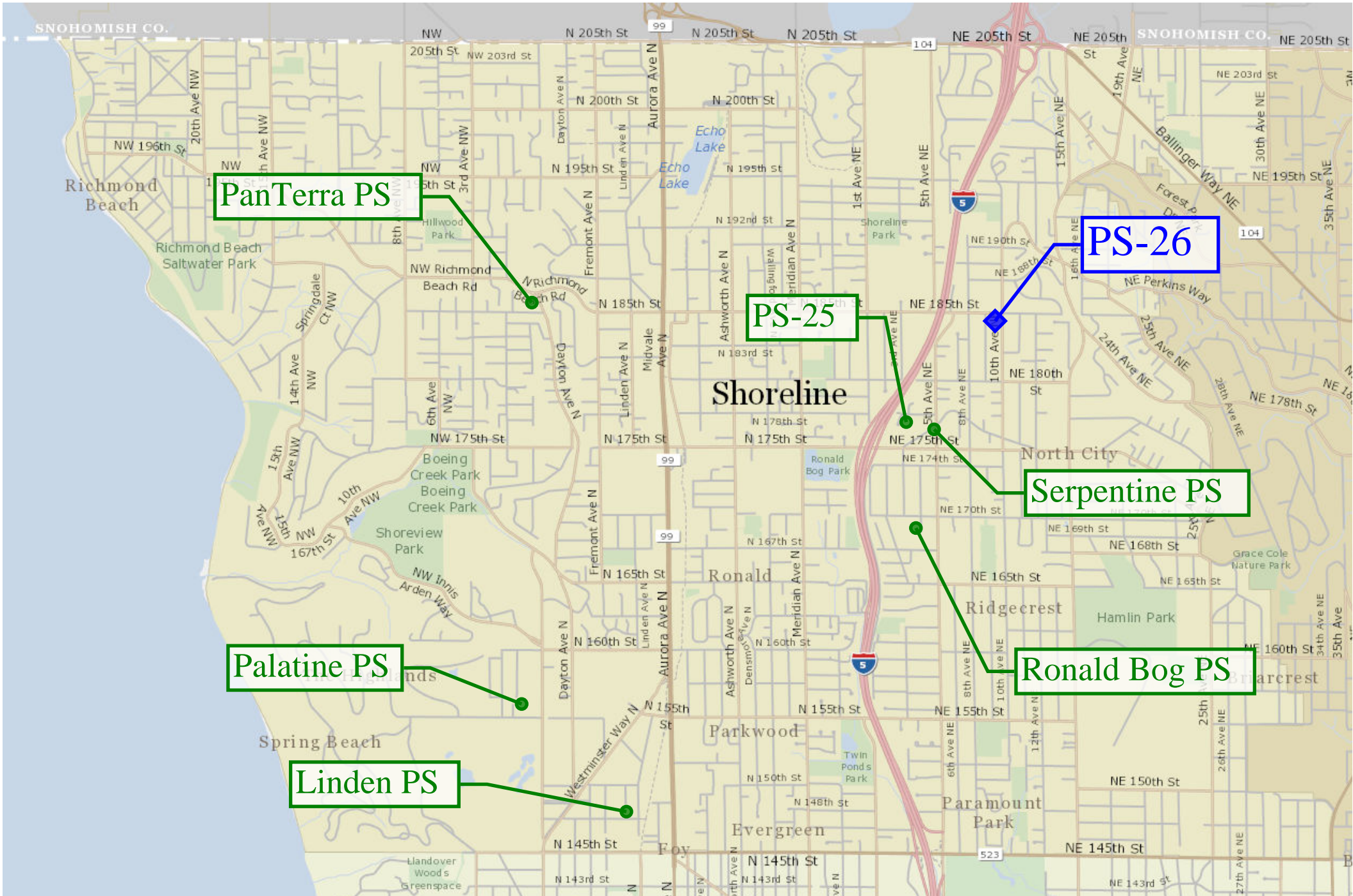
Attachment A – Project Vicinity Map

Attachment A

Attachment A

Pump Station 26 & Citywide Stormwater Safety/SCADA Improvements Construction Project

VICINITY MAP



CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Enter into a Contract with CI Security in the Amount of \$145,000 for Managed Cyber Security Detection and Response Services
DEPARTMENT:	Administrative Services
PRESENTED BY:	Karen Mast, Information Technology Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In 2021, the City entered into an annual contract with Critical Informatics Inc., d/b/a CI Security, to provide network managed detection and response security services at an annual cost of \$37,000. After completion of the first year, the City would like to continue and build upon the critical network security services offered by this service and enter into a new contract with CI security. The contract will be an auto-renewing annual contract for a total of five annual terms. The price for the initial term will be \$26,720 with subsequent terms adjusted annually by the Consumer Price Index (CPI). The total value of the contract is anticipated not to exceed \$145,000 and requires Council approval for the full value and term of the contract. The proposed contract with CI Security provides for cancellation of the contract with 60 days' notice.

Tonight, staff is seeking Council authorization for the City Manager to enter into this contract with CI Security.

RESOURCE/FINANCIAL IMPACT:

The total value of this up to five-year contract is not anticipated to exceed \$145,000. Funding for these services is included in the Administrative Services Department, Information Technology Division operating budget.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an annual contract with CI Security with four automatic renewal options for a total contract term of five years in the amount of \$145,000 for managed cyber security detection and response services.

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

BACKGROUND

In 2020, the City's insurance provider, Washington Cities Insurance Authority (WCIA), announced that it was reducing their Information Security Insurance (Cyber Insurance) coverage from \$1M to \$100,000. WCIA's published best practices include a strong recommendation that covered members have a managed detection and response security services consultant on contract. In the last few years, cities and agencies such as the Cities of Sammamish and Renton and the Washington State Auditors' Office have experienced data losses and ransomware events at the hands of sophisticated hackers.

Late in 2020, staff identified some threats to the City's network and recognized the need for additional assessment and monitoring support. Given the nature of the work, staff made an administrative selection of CI Security, and entered into a one-year contract at a cost of \$37,000 to perform full-service risk assessment, detection, and response services to the City. CI Security is the leading vendor in the region for this service and focuses their efforts on offering services to public entities.

In 2021, staff worked with CI Security on the work identified above. Staff's ability to address many of the issues identified in this process has been limited due to IT staffing challenges in 2021. Furthermore, in late 2021, the City experienced a significant threat to the City's network. The work that had been done by CI Security allowed staff to identify this threat early before it was able to gain access to the City's network. CI Security contributed to the fast review of the possible threats and worked with City staff to isolate the network and evaluate the system to ensure its integrity. Due to the work of CI Security, the City was able to bring the network back online within 72 hours and reduce the risk to the City's data. In this instance, there was no data loss and minimal disruption to the City's services when compared with other jurisdictions that have been subject to cyber-attacks. This response was, in large part, due to CI Security's participation in the process.

DISCUSSION

Based on the City's first year of experience with CI Security, staff have confirmed the value of this service in ensuring the security of the City's network and responding to real and present network security threats. Staff would therefore like to continue and build upon the critical network security services provided by CI Security and enter into a new contract with them. This proposed contract (Scope of Work is included as Attachment A) would be an auto-renewing annual contract with a total of five annual terms. The price for the initial term would be \$26,720 with subsequent terms adjusted annually by the Consumer Price Index (CPI). The total value of the contract is anticipated not to exceed \$145,000 and requires Council approval for the full value and term of the contract. The proposed contract with CI Security provides for cancellation of the contract with 60 days' notice.

The proposed contract with CI Security provides for full-service detection, risk assessment and response, which includes the following services:

- Managed detection services,
- Regulatory compliance activities,
- Simulation of cyberattack to find and fix weaknesses,
- Incident preparedness with Shoreline staff,
- Active cyber incident response,
- Gap analysis and risk assessments, and
- Vulnerability scanning.

Because of CI Security's unique expertise and familiarity with the City's network, the City Manager has granted an RFP Waiver for the RFP requirements for this contract. While staff recommends authorizing the full five-year term of this contract, staff will continue to evaluate the effectiveness and need for this support annually and will terminate the contract should staff determine it is no longer necessary.

RESOURCE/FINANCIAL IMPACT

The total value of this up to five-year contract is not anticipated to exceed \$145,000. Funding for these services is included in the Administrative Services Department, Information Technology Division operating budget.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an annual contract with CI Security with four automatic renewal options for a total contract term of five years in the amount of \$145,000 for managed cyber security detection and response services.

ATTACHMENTS

Attachment A: CI Security Contract Scope of Work



**CI SECURITY
MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (“MSA”), together with any then-current Statement of Service (“SOS”) between Customer and Critical Informatics, Inc., d/b/a CI Security (“CI”) and the related exhibits, documentation and specifications CI may from time to time deliver or make available to Customer, govern and control the Services described in the ordering SOS. Capitalized terms not otherwise defined below shall have the meaning assigned to them in the SOS. Unless otherwise stated in a SOS, the terms of this MSA shall control any conflicting or inconsistent term in such SOS.

1. **Definitions.** Capitalized terms in this Agreement not otherwise defined have the meaning described below, for both singular and plural form.
- a. **“Agreement”** means this MSA, each SOS, and each exhibit that supplements the MSA and/or a SOS, as each such document may be amended from time to time.
 - b. **“Appliance”** means the computer hardware unit integrated in Customer’s Internet server stack as part of CI’s provisioning process and included in, and required to enable activation and performance of, the CI Products.
 - c. **“CI Assets”** means all computer hardware, software, networking tools and equipment, appliances and devices owned and operated by CI that are deployed or engaged in performance, in whole or part, of the Services, including any Appliance(s) provided to Customer in connection with the Services.
 - d. **“CI Products”** means the CI Programs, Appliances, monitoring and response services, action plans, Reports, graphics, pictorial and functional representations, spreadsheets, presentations, analyses, processes, methods, procedures, concepts, know-how, techniques, practices, and all related manuals and Documentation, and modifications and improvements in respect to any of the foregoing, provided, delivered or made available to Customer by CI pursuant to a mutually executed SOS.
 - e. **“CI Programs”** means the Critical Insight™ monitoring software programs and applications, designs, inventions, source code, tools, patches, updates and new versions to any of the foregoing, user ID’s, user interfaces, tokens, passwords and portals licensed to Customer by CI as part of the CI Products but excludes third-party software and custom programs, if any, developed by CI for Customer.
 - f. **“CI Services”** means the consulting services described in the ordering SOS and any other professional services that CI provides to Customer at Customer’s request
 - g. **“Customer Data”** means the in-bound and out-bound Internet borne data hosted on Customer’s proprietary servers that is accessed and monitored by the CI Programs.
 - h. **“Customer Infringement Exclusion”** means (i) Customer’s use of the CI Programs except as permitted under this Agreement or Customer’s combination of the CI Programs with any hardware, software or other materials either that are not provided by CI, or that could not reasonably have been anticipated to be used in combination with the CI Programs, in each case where absent such combination the CI Programs would be non-infringing, (ii) Customer’s use of other than the most current release of the CI Programs that results in a claim or action for infringement that could have been avoided by use of the current release, provided that CI has supplied Customer with the most current release at no additional fee, or (iii) the provision by Customer to CI of materials, designs, know-how, software or other intellectual property with instructions to CI to use the same in connection with the CI Programs.
 - i. **“Confidential Information”** means all information, data, and material one party hereto (the receiving party) obtains from the other party (the disclosing party) in connection with this Agreement; provided, that Confidential Information does not include information that: (i) was known to the receiving party without restriction before receipt from the disclosing party; (ii) is publicly available through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the disclosing party. Confidential Information also includes the terms of this Agreement, non-public personal or financial information relating to a party’s employees, customers or contractors, all trade secrets, processes, proprietary data, information or documentation and any pricing or product information the disclosing party provides to the receiving party.
 - j. **“Documentation”** means the Service descriptions, playbooks, instructions and protocols set forth in digital or hard copy format and provided or made available to Customer by CI.
 - k. **“Effective Date”** means the date set forth in the signature block of this Agreement.
 - l. **“Excused Downtime”** means any of the following: (i) force majeure events as defined in Section 16.a. hereof; (ii) data transmission failures outside the control of CI; and (iii) scheduled and emergency maintenance outages. Schedule maintenance is generally conducted between the hours of 8 p.m. Saturday and 8 a.m. Sunday, U.S. Pacific Time. Maintenance outages include, without limitation, installation of software updates and patches, service packs and routine server and application configuration changes. CI may schedule a non-routine maintenance outage on an as needed basis in its sole discretion and, except in instances of emergency maintenance, will use commercially reasonable efforts to notify Customer forty-eight (48) hours in advance of any such outage.
 - m. **“Report”** means any written summary, analysis, finding, schedule or other, similar document prepared for Customer by CI as part of the Services specified in the ordering SOS.



- n. **“Security Breach”** means the actual or suspected unauthorized third-party access to or use of the CI Assets that compromises the security or functionality of such assets or the confidentiality or integrity of any Customer Confidential Information stored thereon.
 - o. **“Services”** means the CI Products and CI Services together.
 - p. **“Services Term”** shall have the meaning set forth in Section 11.a. hereof.
 - q. **“Termination Event”** means with respect to either party, that party becomes the subject of a proceeding under the Bankruptcy Code, (i) seeking the appointment of a trustee, receiver or custodian or (ii) seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and the proceeding is not dismissed within 30 days of its commencement. If a party is subject to a Termination Event, such party shall promptly use commercially reasonable efforts to seek court authorization to pay all post-petition fees as an administrative expense.
 - r. **“Termination Fee”** means the pro-rated portion of the total Service fee specified in the ordering SOS applicable to the period remaining in the then current Services Term as of the effective date of termination.
2. **Services.** CI will provide Customer the Services set forth in one or more SOS's, which the parties may enter into from time to time, for the term of such SOS. Each SOS, and any related exhibits, will provide additional terms and conditions specific to the Services described in such SOS.
 3. **Implementation & Performance.** At all times during the term of the SOS, Customer will provide to CI such access to Customer's technology infrastructure, including proprietary and licensed software and service programs and applications, and authorized personnel as specified in the SOS, the Documentation, and as CI may otherwise reasonably require to configure, integrate, enable, deliver and perform the Services set forth in the SOS. Customer will promptly obtain and provide to CI any required licenses, approvals, consents, permissions and credentials to Customer's facilities, systems, hardware, devices, software and services, as necessary for CI's timely access, performance and delivery of the Services. Customer acknowledges and agrees (a) that CI's performance and delivery of the Services are at all times conditioned upon (i) Customer providing timely, secure and unencumbered access to Customer's authorized personnel, facilities, equipment, systems, hardware, software, devices, network and data, and (ii) Customer's timely decision-making and granting of approvals or permissions; and (b) that CI shall not be in breach of its Services obligations hereunder, or liable for any resulting loss, damage or injury, arising from or in any way related to Customer's failure to timely satisfy and perform the conditions to CI's performance herein specified.
 4. **CI Program License.** Upon mutual execution of an SOS for delivery of CI Program support, payment of the fees set forth in such SOS and for the duration of the term of such SOS, Customer will have a nonexclusive, non-assignable (except as provided in Section 16.e.), non-sublicensable, royalty-free, worldwide limited right to access and use the CI Programs solely for Customer's internal business operations and subject to the terms of this Agreement. Only Customer's authorized personnel may access and use the CI Programs, and Customer is solely responsible for compliance with this Agreement by users accessing the CI Programs with Customer's credentials.
 5. **Ownership and Restrictions.** Customer retains all ownership and intellectual property rights in and to Customer Data and, subject to payment of applicable Service fees, any Reports prepared by CI for Customer. CI irrevocably assigns and transfers to Customer all of its worldwide right and title to, and interest in, the Reports, including all associated copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights (**“Intellectual Property Rights”**). Additionally, CI grants to Customer a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, non-terminable, transferable, sublicensable license to all Intellectual Property Rights used in the creation of the Reports in order for Customer to exercise its rights in the Reports as contemplated by the applicable SOS. Without limiting the foregoing, (i) the Reports are “works made for hire” to the extent permitted by law, and (ii) CI will not assert, and otherwise waives, any “moral rights” in the Reports and CI hereby assigns all right, title and interest in such materials to Customer and agrees to reasonably assist Customer, at Customer's expense, to perfect such interest.

Except for Reports provided to Customer as part of the Services, CI retains all ownership and Intellectual Property Rights in and to the Services, and in furtherance thereof, Customer may not:

- a. Remove or modify any proprietary marking or notice of CI's proprietary rights;
 - b. Make any aspect of the Services available in any manner to any third party for commercial use by such party, unless such access is expressly permitted in a SOS;
 - c. Modify, make derivative works from, disassemble, reverse engineer or reverse compile any part of the Services (the foregoing prohibition includes, without limitation, review of data structures, signatures or similar materials produced by the Services), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to CI;
 - d. Except for Reports and as required by applicable law, disclose to any third party the results of any Service without CI's prior written consent;
 - e. License, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timeshare or service bureau use, or otherwise commercially exploit or make the Services available to any third party other than as expressly authorized under this Agreement.
6. **Exclusions.** Customer is solely responsible for any hardware, software and networking tools, devices and appliances that are not provided by CI pursuant to this Agreement. Customer's responsibilities include, without limitation, Customer systems installation, maintenance and administrator activities, software and application licensing requirements, conditions and related financial commitments. Customer is solely responsible, at Customer's expense, for establishing, maintaining, operating and regulating Customer's access to the Internet, including without limitation, all computer hardware and software and properly



configured and installed systems, browsers, modems, access lines and distributed networks necessary to enable, maintain, monitor and control Customer's Internet access.

7. **CI Assets.** During the term of this Agreement, CI shall observe and maintain data, technical and physical systems and asset security, personnel practices, and continuous monitoring and maintenance protocols in respect to each of the foregoing, all in design, manner and practice consistent with then prevailing industry standards, to: (a) protect and maintain the integrity of (i) all Customer Data and Customer Confidential Information in CI's possession, and (ii) CI Assets, from unauthorized use, alteration, access, disclosure, damage or destruction; (b) detect, protect against and prevent a Security Breach; and (c) provide CI employees and agents the appropriate training necessary to maintain the confidentiality, security and physical integrity of (i) Customer Data and Customer Confidential Information in CI's possession, (ii) Critical Informatics' Confidential Information, and (iii) the CI Assets. CI shall promptly notify Customer upon discovery of a confirmed Security Breach.
8. **CI Programs Service Levels.** CI will use commercially reasonable efforts to achieve the minimum availability of the CI Programs set forth in the Documentation, not including the Excused Downtime, and CI will monitor the availability of its systems on a 24/7 basis.
9. **Warranties, Disclaimers and Exclusive Remedies.** CI warrants (i) that the CI Products will be performed in all material respects in accordance with the Service Documentation referenced in the ordering SOS, (ii) that the CI Programs shall be maintained and available at the service levels specified in Section 8 hereof, and (iii) that the CI Services will be performed in a good and workmanlike manner substantially in accordance with industry standards. If the Services provided to Customer for any given calendar month during the Services Term are not performed as warranted, Customer must provide written notice to CI no later than five (5) business days after the last calendar day of such month or, if different, as provided in the ordering SOS.

CI DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT CI WILL CORRECT ALL SERVICE ERRORS. CUSTOMER ACKNOWLEDGES THAT CI DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING WITHOUT LIMITATION, THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO THE LIMITATION, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. IN ADDITION, DELIVERY OF THE CI SERVICES MAY BE CONTINGENT UPON THE ACCESS, SUPPORT AND COOPERATION OF CUSTOMER, WITHOUT WHICH SUCH SERVICES CANNOT BE PERFORMED. CI IS NOT RESPONSIBLE FOR, AND SPECIFICALLY DISCLAIMS LIABILITY FOR, ANY DELAYS, DELIVERY OR SERVICE FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS AND CONDITIONS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, CI WILL REMIT A SERVICE FEE CREDIT TO CUSTOMER EQUAL TO TEN PERCENT (10%) OF (A), IF FOR CI PRODUCTS, THE NET MONTHLY FEES FOR THE APPLICABLE CI PRODUCTS FOR THE MONTH IN WHICH THE BREACH OCCURRED; AND (B), IF FOR CI SERVICES, THE NET SERVICE FEE SET FORTH IN THE ORDERING SOS. THE CREDIT WILL BE APPLIED AS FOLLOWS: (X) FOR CI PRODUCTS, AT CUSTOMER'S SOLE ELECTION, (i) AS AN OFFSET AGAINST ACCRUED BUT UNPAID FEES THEN OWED TO CI, IF ANY, (ii) AS A CREDIT TOWARD RENEWAL TERM FEES, IF ANY, NEXT COMING DUE, OR (iii) AS A REFUND PAYMENT BY CI; AND (Y) FOR CI SERVICES, ONLY AS AN OFFSET TOWARD ANY ACCRUED BUT UNPAID FEES OWED TO CI FOR THE RELATED SERVICES, AND APPLICATION OR REMITTANCE, AS THE CASE MAY BE, OF SUCH CREDIT WILL REPRESENT CUSTOMER'S EXCLUSIVE REMEDY, AND FULL SATISFACTION OF CI'S SOLE LIABILITY, FOR ALL WARRANTIES SPECIFIED IN THIS AGREEMENT.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES, INCLUDING ANY REPORTS OR OTHER TANGIBLE OR INTANGIBLE ITEMS FURNISHED BY CI TO CUSTOMER, ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND. CI MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS, OR OTHER SECURITY RISKS OR BREACHES OR THAT THE SERVICES WILL DETECT, REPORT OR NEUTRALIZE ALL SUCH MALICIOUS CODE, INTRUSIONS, SECURITY RISKS OR BREACHES. TO THE EXTENT NOT PROHIBITED BY LAW, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING FOR HARDWARE, SOFTWARE, SYSTEMS, NETWORKS, ENVIRONMENTS OR SERVICES OR FOR MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Indemnity.**

- a. **CI Infringement Indemnity.** Subject to Section 10.c., CI will defend Customer in any suit or cause of action, and indemnify and hold Customer harmless against, and pay on behalf of Customer, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) alleging that the CI Programs as provided by CI and used in accordance with the terms of this Agreement infringe upon any United States patent, copyright, trade secret, or other proprietary right of a third party, *provided that*, the foregoing infringement indemnity will not apply and CI will not be liable for any damages assessed in any suit or cause of action to the extent resulting from a Customer Infringement Exclusion. If any CI Program is held or believed to infringe on any third party's intellectual property rights, CI may, in its sole discretion, (i) modify the CI Program to be non-infringing, (ii) obtain for Customer a license to continue using such CI Program, or (iii) if neither (i) nor (ii) are commercially practical, terminate this Agreement as to the infringing CI Program and return to



Customer any unearned fees paid by Customer to CI in advance. This Section 10.a. states CI's entire liability and Customer's exclusive remedies for infringement of intellectual property rights of any kind.

- b. **Customer Infringement Indemnity.** Subject to Section 10.c., Customer will defend CI in any suit or cause of action, and indemnify and hold CI harmless against, and pay on behalf of CI, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) alleging infringement upon any United States patent, copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from an allegation of a Customer Infringement Exclusion. This Section 10.b. states Customer's entire liability and CI's exclusive remedies for infringement arising from a Customer Infringement Exclusion.
- c. **Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned upon the following: (i) the indemnitee ("**Indemnitee**") promptly notifies the indemnitor ("**Indemnitor**") in writing of such suit or cause of action, *provided*, that, any failure by Indemnitee to so promptly notify Indemnitor will not serve to reduce or forfeit an Indemnitee's rights hereunder unless and only to the extent such failure prejudices the rights and remedies of Indemnitor in respect to such suit or proceeding, (ii) the Indemnitor controls any negotiations or defense and the Indemnitee assists the Indemnitor as reasonably required by the Indemnitor, and (iii) the Indemnitee takes all reasonable steps to mitigate any potential damages that may result.

11. Term and Termination.

- a. Services under this Agreement shall be provided for the initial Services Term set forth in the ordering SOS. Unless CI receives written notice from Customer at least sixty (60) days prior to the expiration of the then current Services Term, the SOS and related Services shall automatically renew for successive renewal Services Terms of one (1) year each. The initial term of the Services and any renewal term thereof are, herein, the "**Services Term**". Upon expiration or earlier termination of the Services Term, (i) if CI Services, all obligations of CI to perform and deliver, and all rights of Customer to receive, the CI Services, including the CI Services listed on the ordering SOS, shall end, (ii) if CI Products, all rights of Customer to access and use, and all obligations of CI to enable and provide, the CI Products, including the CI Products listed in the ordering SOS, shall end, and (iii) if no ordering SOS is then in effect, the term of this Agreement shall contemporaneously terminate or expire, as applicable.
- b. If either party breaches a material term of the Agreement and fails to cure the breach within thirty (30) calendar days of delivery by the non-breaching party of written notice of breach and demand for cure thereof, then the breaching party is in default and the non-breaching party may without further notice to the breaching party immediately terminate the then current SOS. If CI terminates the SOS and related Services Term as specified in the immediately preceding sentence, Customer shall pay to CI all accrued but unpaid fees, if any, for the period prior to the effective date of termination, plus, as a non-exclusive remedy, an amount equal to the fees payable for the balance of the then current Services Term following the termination date as liquidated damages. In addition to the foregoing, any then current SOS will automatically terminate in the event of a Termination Event.
- c. In addition, CI may immediately suspend the Services under the ordering SOS, including without limitation and if applicable, Customer's passwords, account and access to and use of the CI Products (i) if Customer fails to pay CI as required under this Agreement and fails to cure the non-payment within the first ten (10) calendar days of the above-noted 30-day cure period, or (ii) if Customer violates any provision of Sections 4, 5 or 13 hereof. Any suspension by CI of the Services under this Section 11.c. shall not excuse Customer from its continuing obligation to make payment(s) under the ordering SOS.
- d. Sections 1, 5, 6, 9, 10 and 12 - 16 shall survive termination or expiration of this Agreement.

12. Fees, Expenses, Taxes and Invoicing.

- a. Customer shall pay the fees for the Services ordered as set forth in the ordering SOS. All fees due under this Agreement are non-cancelable and payments thereof are non-refundable. Customer shall reimburse CI for actual and reasonable expenses incurred by CI in performing the Services (i) only on a pass-through basis without markup, and (ii) only if preapproved by Customer in the ordering SOS or similar writing. Fees and expenses, if any, listed in a SOS are exclusive of taxes. Customer is responsible for payment of any sales, value-added or similar taxes imposed by applicable law for the Services ordered by Customer, except for taxes based on CI's income.
- b. Commencing the initial renewal Services Term (if any) and on an annual basis thereafter, all fees shall be subject to adjustment, in CI's sole reasonable discretion, in an amount not to exceed the greater of (i) the change in the U.S. Department of Labor CPI-All Urban Consumers for the immediately preceding annual period, and (ii) 5%.
- c. Unless otherwise specified in the ordering SOS, (i) fees for CI Products are payable in advance on an annual basis, and (ii) fees for CI Services are payable in arrears on a monthly basis. In each instance payment is due within thirty (30) calendar days from the invoice date. Late payments shall accrue interest at the lesser of (i) 12% per annum, and (ii) the highest statutory rate, from the payment due date until paid in full. In the event of Customer's termination of a SOS for any reason prior to expiration of its stated Services Term, CI shall be entitled to receive, and Customer shall pay on demand, as an early termination fee and not a penalty, the Termination Fee. In the event Customer's past due account is submitted to an attorney or collections service for recovery, CI shall be entitled to recover the cost of collection, including reasonable attorneys' fees, in addition to all past due amounts. The rights and remedies set forth in this Section 12 are in addition to any other legal, equitable and contractual rights and remedies available to CI.



13. **Confidentiality; Security.**

- a. The receiving party will use Confidential Information of the disclosing party solely for the purposes of performing its obligations under the Agreement. The receiving party will not disclose or make Confidential Information of the disclosing party available to any third party, except as specifically authorized by the disclosing party in writing. Upon the disclosing party's written request, the receiving party will promptly return to the disclosing party all of its Confidential Information, or certify in writing signed by an authorized representative that it has destroyed all such materials; *provided that*, in no event will the receiving party be obligated or required to amend, modify or destroy back up media and systems maintained in the ordinary course of business and designed in a manner to prevent the unauthorized access to or use of the data stored on such media and systems. Neither party will disclose to the other party or use in performance of its obligations hereunder any information, data, materials, or documents of a third party considered confidential or proprietary without the written authorization of such third party. Each party may disclose Confidential Information of the other party when compelled to do so by law if it provides, where legally permissible, reasonable prior notice to such other party. In furtherance of the foregoing, CI shall require each of its employees and agents providing any aspect of the Services hereunder to execute a confidentiality agreement incorporating confidentiality and non-use provisions consistent with, and no less restrictive than, the requirements of this Section 13.a.
- b. At all times during the Services Term, CI shall maintain reasonable and appropriate safeguards, security measures and protocols, which in no event shall be less effective than industry-standard safeguards, security measures and protocols, designed to (i) reasonably protect Customer's Confidential Information in CI's possession or control from unauthorized use, alteration, access or disclosure; and (ii) detect and prevent a breach of such safeguards, security measures and protocols by any unauthorized party.
- c. Notwithstanding the foregoing, CI may use the Customer's information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that Customer is not identified, and Customer will have no ownership interest in such aggregated, anonymized data.

14. **Limitation of Liability.** WITHOUT LIMITING ANY INDEMNIFICATION OBLIGATIONS OF A PARTY UNDER SECTION 10 OF THIS AGREEMENT OR (EXCEPT AS EXPRESSLY PROVIDED OTHERWISE BELOW) THE LIABILITY OF A PARTY FOR ANY BREACH OF ITS OBLIGATIONS UNDER SECTION 13 OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL (A) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES), WHETHER OR NOT SUCH PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND (B) A PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY, EXCEPT THAT WITH REGARD TO LIABILITY OF A PARTY FOR BREACH OF ITS OBLIGATIONS UNDER SECTION 13 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S CUMULATIVE LIABILITY EXCEED THE LESSER OF (X) THE TOTAL CONTRACT PRICE OF THE APPLICABLE SOS, OR (Y) TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000). THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

15. **Export.** Export laws of the United States and any other related local laws and regulations may apply to the Services. Such laws govern Customer's use of the Services and any data provided by CI to Customer under this Agreement, and Customer shall comply with all such laws and regulations. No data, information, software programs and/or other materials resulting from the Services will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

16. **General.**

- a. **Force Majeure.** Neither party shall be liable to the other party or deemed to be in default for any delay or failure in performance of any obligation under the Agreement or interruption of any Service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, acts of terrorism, acts of third parties over whom the party has no control, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, epidemics, pandemics, the elements or any other similar cause beyond the reasonable control of such party.
- b. **Audit.** CI may audit, at its own expense, Customer's user logs and related data for the purpose of determining Customer's compliance with the terms of this Agreement, including any then operative SOS. Audits shall be conducted by CI or its designee and shall be limited to records from the Effective Date of the ordering SOS to the month of the audit. CI shall be limited to one (1) audit per twelve (12) consecutive calendar month period. CI shall give ten (10) business days prior written notice of its intention to perform an audit. If any audit reveals non-compliance by Customer of any material term of the Agreement, then (i) Customer shall promptly initiate and prosecute to completion any remedial action required to cure such non-compliance, provided such non-compliance is reasonably subject to cure, and (ii) if the non-compliance is a variance of 5% or more in the total count of network users upon which Customer's then-current annual subscription fee is based, then CI may adjust the annual subscription fee specified in the ordering SOS for the period then remaining in the Services. In addition, if any audit



reveals actual network users exceeding contracted network users by 5% or more, then Customer shall pay CI for all underpayments, plus interest, and shall reimburse CI for the reasonable cost of the audit.

- c. **Notice.** Except as provided herein, any notice, approval or consent required or permitted hereunder shall be: (i) in writing; (ii) delivered by (A) hand or by overnight courier service, or (B) electronic mail to the respective addresses of the parties as set forth in the ordering SOS (or such other address a party may designate in writing); and (iii) effective upon actual delivery if by hand or courier service (or upon attempted delivery if receipt is refused), or upon electronic confirmation of successful delivery if by email.
- d. **Integration; Waiver.** This Agreement, including any SOS, Documentation, exhibit, document or information or policy accessed by referenced URL, is the complete agreement for the Services ordered by Customer, and supersedes all prior or contemporaneous agreements, representations and understandings, written or oral, regarding such Services. If any provision of this Agreement shall be judicially determined to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. A party's rights, obligations and restrictions hereunder may not be waived except in a writing signed or digitally accepted by an authorized representative of each party.
- e. **Assignment.** No right or obligation under the Agreement (including the obligation to pay or right to receive monies due) may be assigned, delegated or subcontracted by a party without the prior written consent of the other party, and any purported assignment without such consent shall be void.
- f. **Controlling Law.** This Agreement shall be construed in accordance with the laws of the State of Washington without regard to its principles of conflict of laws. The exclusive jurisdiction and venue of any action relating to this Agreement shall be the Superior Court of Washington for the County of King or the United States District Court for the Western District of Washington and each party hereto submits itself to the exclusive jurisdiction of such courts and waives any argument relating to the convenience of forum. The rights and remedies herein provided are in addition to those available to either party at law or in equity.
- g. **Customer Reference.** CI may use Customer's name and logo to identify Customer as a CI customer on CI's website and in other marketing materials so long as Customer's name and logo do not appear with greater prominence than CI's other customers.
- h. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. A faxed, .pdf or electronic signature shall have the same legally binding effect as an original signature.
- i. **Modification.** This Agreement and any SOS may not be changed, altered or modified except in a writing signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of _____ (the "Effective Date").

CRITICAL INFORMATICS, INC.

THE CITY OF SHORELINE, WASHINGTON

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute an Agreement with Washington State University in the Amount of \$363,000 for Small Business Advising and Technical Assistance to Small Business Through its Small Business Development Center
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Nathan Daum, Economic Development Program Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The American Rescue Plan Act (ARPA), which was signed into law by President Biden on March 11, 2021, is a \$1.9 trillion economic stimulus bill. The City of Shoreline was awarded \$7,533,842, of which 50% was received in 2021 and the remaining 50% will be received in 2022. Staff developed, based on Council feedback and direction, a comprehensive plan to make the best use of these funds within the required timeframes. The comprehensive plan included targeting an allocation of \$500,000 for the purpose of business recovery and stabilization.

On June 14, 2021, Council indicated support for staff's Phase 1 funding recommendations, which included community and business support activities. The Phase 1 business recovery and stabilization allocation was \$93,000 to fund three years of outreach and analysis to Shoreline businesses through a partnership with the Shoreline Chamber of Commerce.

On February 7, 2022, Council discussed Phase 2 business recovery and stabilization funding recommendations including the proposed agreement with the Small Business Development Centers (SBDC) of Washington, based at Washington State University. That proposed agreement for small business advising services is the subject of this agenda item and is recommended for approval by Council.

RESOURCE/FINANCIAL IMPACT:

The \$7,533,842 in ARPA funding the City will receive will cover eligible expenditures that are fully obligated by December 31, 2024. Budgeting Phase 2 funds will happen through a 2022 budget amendment and as part of the 2023-2024 budget process. More information about the Washington SBDC can be found in Attachment A to this staff report.

Of the remaining \$407,000 allocated to ARPA Business Recovery and Stabilization, staff recommends proceeding with business advisory services by contracting with

Washington SBDC for dedicated SBDC advisory services for Shoreline businesses in the amount of \$363,000 for three years.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into an agreement with Washington State University for three years of small business advisory services for businesses in Shoreline as described in this report.

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

BACKGROUND

The American Rescue Plan Act (ARPA), which was signed into law by President Biden on March 11, 2021, is a \$1.9 trillion economic stimulus bill. Within the ARPA, the Coronavirus State and Local Fiscal Recovery Fund provides \$350 billion for states, municipalities, counties, tribes, and territories, including \$130 billion for local governments, split evenly between municipalities and counties. The City of Shoreline was awarded \$7,533,842 of which 50% was received in 2021 and the remaining 50% will be received in 2022. ARPA funding covers the period of March 3, 2021, through December 31, 2024. Costs must be incurred/obligated by December 31, 2024 and must be spent by December 31, 2026.

Following the passage of ARPA, the City Manager formed an internal staff committee to consider how Shoreline might make the most strategic use of these resources. High level allocations were subsequently approved by the City Council in June 2021, including \$500,000 for business recovery and stabilization. The staff report for that discussion can be found at the following link: [Discussion of Proposed American Rescue Plan Act \(ARPA\) Funding Allocation](#).

On February 7, 2022, Council was updated on the outreach and analysis performed to-date through the partnership with the Shoreline Chamber of Commerce and discussed Phase 2 business recovery and stabilization funding recommendations including the proposed agreement with the Small Business Development Centers (SBDC) of Washington. The staff report for that discussion can be found at the following link: [Discussion of Proposed American Rescue Plan Act \(ARPA\) Business Recovery Funding Allocation](#).

Based on the February Council discussion as well as the findings of meetings with Shoreline businesses, staff and consultant research, and the recommendations of peers and local leaders in economic development, staff recommends that the City of Shoreline take the opportunity of utilizing ARPA funding to contract with the Washington Small Business Development Centers (SBDC) to secure business advising services for Shoreline businesses at no cost to those businesses. The proposed agreement for small business advising services (Attachment A) is the subject of this agenda item and is recommended for approval by Council.

DISCUSSION

Business Coaching and Guidance: Washington Small Business Development Center (SBDC)

The [Washington SBDC](#) is an accredited member of America's SBDC, an association of 62 statewide or regional networks of community-based business advisors who provide expert, confidential, no-cost advising to entrepreneurs and small business owners who want to start, grow or transition a business. The SBDC program is a partnership between the U.S. Small Business Administration (SBA) at the federal level and institutions of higher education and/or economic development centers at the state level. The Washington SBDC is among the oldest in the nation and has been hosted by Washington State University since 1980.

While the City may at a future date choose to make a longer term commitment in order to secure an SBDC advisor assigned to work in Shoreline staff is recommending beginning with an equivalent investment into the SBDC program as a fee for service. This would secure for the Shoreline small business community the same advising capacity among the SBDC network which includes a variety of specializations among its advisors, several of which are already based in the local area. The City would receive a level of service equivalent to a full-time SBDC advisor for its investment, but would not be limited to the expertise of a single SBDC staff person. Once fully established, a business advisor typically has about 100 active clients each year and spends an average of 10 hours with each client. About 75% of those clients are existing businesses seeking to expand or adapt to a changing environment.

COUNCIL GOAL(S) ADDRESSED

This recommendation supports City Council Goal 1: Strengthen Shoreline’s economic climate and opportunities, and specifically Action Step #5: “Enhance business retention and expansion efforts by building relationships and identifying regulatory challenges, especially in the post-pandemic environment”, and Action Step #7: “Implement programs to support the community with funding from the Federal American Rescue Plan Act, Coronavirus Local Fiscal Recovery Fund.”

RESOURCE/FINANCIAL IMPACT

The \$7,533,842 in ARPA funding the City will receive will cover eligible expenditures that are fully obligated by December 31, 2024. Budgeting Phase 2 funds will happen through a 2022 budget amendment and as part of the 2023-2024 budget process.

Of the remaining \$407,000 allocated to ARPA Business Recovery and Stabilization, staff recommends proceeding with business advisory services at this time. This Phase 2 recommendation entails contracting with Washington SBDC for dedicated SBDC advisory services for Shoreline businesses in the amount of \$363,000 for three years.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into an agreement with Washington State University for three years of small business advisory services for businesses in Shoreline as described in this report.

ATTACHMENTS

Attachment A: Cooperative Agreement Between Washington State University And City of Shoreline

WSU Contract # _____

COOPERATIVE AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
City of Shoreline

This agreement (the AGREEMENT) is made and entered into between Washington State University, an institution of higher education and an agency of the state of Washington (WSU), by and through its Small Business Development Center (SBDC), and the *City of Shoreline*, a Washington Municipal Corporation, located in Shoreline, Washington. In this AGREEMENT, the above entities are jointly referred to as PARTIES.

1. PURPOSE

This AGREEMENT sets forth the terms and conditions for the SBDC's provision of small business advising and technical assistance to small business in Shoreline, Washington.

2. RESPONSIBILITIES OF THE PARTIES

A. SBDC will provide the following to the *City of Shoreline* under the terms and conditions of this AGREEMENT:

1. WSU SBDC network of Business Advisor(s) certified by the SBDC to assist the *City of Shoreline* in business development and job creation within Shoreline;
2. Regular communication on the activities of the WSU SBDC Business Advisor serving the community;
3. Site-license and permissions for the WSU SBDC Business Advisor to use WSU's network Client Information System;
4. Professional development, network collaboration, marketing support and travel allowance;
5. Quarterly reports using the standard SBDC impact scorecard format year to date:
 - a. Number of Clients served
 - b. Advising hours with clients
 - c. Capital formation
 - d. Jobs created and/or retained
 - e. Business starts

6. Report quarterly to the *City of Shoreline* at one (1) of the regularly scheduled organizational meetings by the SBDC.

Reporting in Compliance with the Small Business Act. All reports will be prepared in compliance with the Small Business Act, 15 U.S.C. 631 et seq., and the Standard Operating Procedures of the Small Business Administration and SBDC, including but not limited to SOP 40 03 3 (the procedures and guidelines for Disclosure of Information). Therefore, requests for personal information or other client information may be denied unless the City of Shoreline or the SBDC has the written permission of the individual to release the information or unless the information is subject to disclosure under the Freedom of Information Act, Washington's Public Records Act, or other applicable laws or regulations.

- B. *City of Shoreline* will provide at its expense the following to the SBDC:

1. *City of Shoreline* will make appropriate client referrals to the SBDC Advisor.

3. EFFECTIVE DATE AND DURATION

Subject to its other provisions, this AGREEMENT shall be effective (Effective Date) upon execution, and shall be completed three (3) years from the Effective Date. This AGREEMENT may be renewed for two (2) additional one (1) year periods upon mutual written agreement of the PARTIES.

4. COMPENSATION

- A. Compensation under this AGREEMENT shall be a fixed price contract as follows: *City of Shoreline* shall reimburse SBDC Thirty thousand, two-hundred fifty Dollars and no/100 (\$30,250.00) per quarter to defray operational costs and salary and benefit costs. For the avoidance of doubt, the maximum compensation to be paid under this AGREEMENT shall be one hundred twenty one thousand Dollars and no/100 (\$121,000.00) per year.

In kind match in the form of furnished office space at a location at address, to conduct confidential client meetings and payment of all utilities for such space (estimated value).

- B. Other expenses reimbursed under this AGREEMENT shall be: None.

5. BILLING AND PAYMENT

- A. SBDC shall submit properly executed and documented invoices on a quarterly basis to:

City of Shoreline
Attn: Accounts Payable
17500 Midvale Ave N
Shoreline, WA 98133

Invoices may be submitted electronically at: accountspayable@shorelinewa.gov

- B. Payments for the amounts invoiced shall be made by *City of Shoreline* within thirty (30) days of receipt of invoice and shall be addressed to:

Washington State University
Sponsored Program Services
PO Box 641025
Pullman, WA 99164-1025

- C. Late payments shall be subject to an interest charge in the amount of one percent per month.

6. TERMINATION

- A. For Convenience: Either PARTY may terminate this AGREEMENT for any reason upon not less than thirty (30) calendar days prior written notice to the other PARTY, and the PARTIES shall be liable only for obligations incurred up to the date of such termination.
- B. For Change In Funding: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in a manner that materially affects SBDC's ability to perform under this AGREEMENT, SBDC may terminate this AGREEMENT upon fifteen (15) calendar days prior written notice, subject to renegotiation under those new funding limitations and conditions and mutual agreement of the PARTIES.

7. AMENDMENTS

This AGREEMENT may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing, signed by personnel authorized to bind each of the PARTIES, and attached to this AGREEMENT.

8. DISPUTE RESOLUTION

In the event that a dispute arises under this AGREEMENT that the PARTIES cannot resolve, the dispute shall be determined by a Dispute Panel in the following manner: Each PARTY to this AGREEMENT shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint one additional member to the Dispute Panel to make a panel of three members. The Dispute Board so constituted shall review the facts, contract terms and applicable statutes and rules, and make a determination of the dispute. The determination of

the Dispute Panel shall be final and binding on the PARTIES. The PARTIES shall share equally the costs, if any, for the services of the Dispute Panel.

9. HOLD HARMLESS

Each PARTY to this AGREEMENT shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this AGREEMENT. No PARTY to this AGREEMENT shall be responsible for the acts and omissions of those not a party to this AGREEMENT.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a PARTY, its officers, officials, employees, and volunteers, that PARTY'S liability hereunder shall be only to the extent of that PARTY's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the PARTIES' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the PARTIES. The provisions of this section shall survive the expiration or termination of this Agreement.

10. INDEPENDENT CAPACITY

The employees or agents of each PARTY who are engaged in the performance of this AGREEMENT shall continue to be employees and agents of that PARTY and shall not be considered for any purpose to be employees or agents of the other PARTY. All salaries, wages (including overtime), taxes, insurance, fringe benefits, and payroll obligations of SBDC's personnel shall be the responsibility of SBDC.

11. GOVERNANCE

This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this AGREEMENT shall be construed to conform to those laws.

12. **American Rescue Plan Act (ARPA) Parameters**

This scope of work is funded in part by an ARPA grant received by the City of Shoreline. The ARPA established the Coronavirus State Fiscal Record Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF program) and permits cities to use funds to address the negative economic impacts caused by the COVID-19 public health emergency.

As a subrecipient, the Consultant understands and acknowledges that funding is a sub-award of SLFRL funds and that in receiving such funds, the Consultant agrees to adhere to the ARPA requirements for eligible activities, reporting requirements for expenditures of SLFRL funds, and

compliance, including but not limited to the SLFRF statute, the Uniform Guidance (2 CFR Part 200), and the U.S. Treasury's Interim Final Rule. For details on SLFRF requirements can be found at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

13. NOTICE

Any notice required under this AGREEMENT will be in writing, addressed to the appropriate PARTY at the address which appears below, and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt. The contact information may be modified as necessary without the need for formal amendment to this AGREEMENT.

The contact person for all communications regarding the performance of *this* AGREEMENT shall be:

A. For SBDC:

Duane Fladland, Director
Small Business Development Center
901 East 2nd Ave., Suite 210
Spokane, WA 99202
Telephone: (509) 358-7767
Fax Number: 509-358-7764

B. For *City of Shoreline*

Nathan Daum, Economic Development Program Manager
17500 Midvale Ave. N.
Shoreline, WA 98133
(206) 801-2218
ndaum@shorelinewa.gov

14. NONDISCRIMINATION

In hiring or employment made possible or resulting from this AGREEMENT, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this AGREEMENT on the grounds of sex, race, color, creed, national origin, age (except minimum

age and retirement provisions), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

15. SEVERABILITY

If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.

16. WAIVER

A failure by either PARTY to exercise its rights under this AGREEMENT shall not preclude that PARTY from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated to be such in writing signed by an authorized representative of the PARTY and attached to this AGREEMENT.

17. ASSIGNMENT

The rights and obligations of the PARTIES hereunder may not be assigned in whole or in part without the express prior written consent of the other PARTY.

18. ENTIRE AGREEMENT

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any other PARTIES hereto.

19. SIGNATURES

The PARTIES affirm that the individuals signing this AGREEMENT have been granted the authority to do so, and by their signature affirm that the PARTIES will comply with the terms and conditions of this AGREEMENT.

WASHINGTON STATE UNIVERSITY

By _____
Its: _____

City of Shoreline

By _____
Debbie Tarry
City Manager

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Approve Real Property Acquisitions for the 145 th Corridor Phase 1 Project for Property Located at 14509 3 rd Avenue NE
DEPARTMENT:	City Attorney's Office
PRESENTED BY:	Julie Ainsworth-Taylor, Assistant City Attorney
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City Manager's authority to approve real property acquisitions is established in Shoreline Municipal Code (SMC) Section 2.60 and was increased to \$1 million for the State Route 523 (N/NE 145th St), Aurora Avenue N to I-5, Phase 1 (I-5 Corliss Avenue) project, referred to as to the 145th Corridor (Phase 1) Project, with the adoption of Resolution No. 476. In addition to this resolution, on May 24, 2021, the City Council authorized the City Manager to approve the purchase of three (3) properties in excess of the authorized amount. City Council authorization is now requested to allow the City Manager to approve a real property acquisition in excess of the authority previously delegated to the City Manager for property located at 14509 3rd Avenue NE for Phase 1 of the 145th Corridor Project. Tonight, staff is seeking this additional property acquisition authority for the City Manager.

RESOURCE/FINANCIAL IMPACT:

As with all the acquisitions of the 145th Corridor (Phase 1) Project, the value of the property acquisition that needs specific approval has been determined by an independent appraisal firm as hired for the project by the City's contracted and WSDOT approved right-of-way consultant. The recent appraised value of the property is \$2,187,000. Funding is being provided by the State Connecting Washington funds.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the necessary documents to acquire the property located at 14509 3rd Avenue NE at the recently appraised value for the 145th Corridor (Phase 1) Project with an allowed contingency of ten percent (10%) above the appraised value. If the Council does not authorize the new acquisition price, condemnation proceedings will continue.

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

BACKGROUND

The City Manager's authority to approve real property acquisitions is established in Shoreline Municipal Code (SMC) Section 2.60 and was increased to \$1 million for the State Route 523 (N/NE 145th St), Aurora Avenue N to I-5, Phase 1 (I-5 Corliss Avenue) project, referred to as to the 145th Corridor (Phase 1) Project, with the adoption of Resolution No. 476 on May 24, 2021. The staff report for the adoption of Resolution No. 476 can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2021/staffreport052421-7c.pdf>.

Also on May 24, 2021, the City Council, by motion, authorized the City Manager to approve the purchase of three (3) properties in excess of the authorized amount. The staff report for this Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2021/staffreport052421-7d.pdf>.

While purchase of two (2) of the properties has occurred, the third property, located at 14509 3rd Avenue, declined the City's final offer of \$2,323,000, which represented the appraised value and a ten percent (10%) contingency; countering with the sum of \$2,460,000 – a difference of \$137,000. Thus, the matter was referred to the City Attorney's Office to commence condemnation proceedings. The City Attorney's Office contacted the property owner who again rejected the City's final offer and reiterated their counteroffer. An updated appraisal for the property was completed, denoting an increase in the value to \$2,187,000. The 2021 and 2022 appraisals for this property are available for review in the City Manager's office upon request. RCW 42.56.260 of the Public Records Acts exempts disclosure of appraisals at this time.

In order for the City to proceed with acquisition of this property for the 145th Corridor (Phase 1) Project, including offering a possession and use agreement, the City Council must authorize the City Manager to approve the purchase at an amount higher than the one authorized on May 24th. An offer has not yet been made to the property owner.

DISCUSSION

The City Attorney's Office is requesting that Council authorize the City Manager to approve purchase of this property at the appraised value plus ten percent (10%) above the appraised value, or \$2,405,700. Since the City's prior offer was the appraised value plus ten percent (10%), the City Attorney's Office believes that the same offer should be made for the property, as not only would the property owner expect this but, their 2021 counteroffer would continue to be in excess of the new offer amount by \$54,300. These acquisition costs also do not include reimbursement of relocation costs to property owners that qualify under state and federal guidelines.

City Council authorization is therefore requested to allow the City Manager to approve the real property acquisition on property located at 14509 3rd Avenue NE. Tonight, staff is seeking this additional property acquisition authority for the City Manager.

RESOURCE/FINANCIAL IMPACT

As with all the acquisitions of the 145th Corridor (Phase 1) Project, the value of the property acquisition that needs specific approval has been determined by an independent appraisal firm as hired for the project by the City's contracted and WSDOT approved right-of-way consultant. The recent appraised value of the property is \$2,187,000. Funding is being provided by the State Connecting Washington funds.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the necessary documents to acquire the property located at 14509 3rd Avenue N at the recently appraised value for the 145th Corridor (Phase 1) Project with an allowed contingency of ten percent (10%) above the appraised value. If the Council does not authorize the new acquisition price, condemnation proceedings will continue.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Appointing the 2022 Members to the Planning Commission		
DEPARTMENT:	Planning & Community Development		
PRESENTED BY:	Rachael Markle, AICP, Director Steven Szafran, AICP, Senior Planner		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

On March 31, 2022, the terms of Planning Commissioners Mei-shiou Lin and Jack Malek are set to expire. The rules for Planning Commission Membership in the Shoreline Municipal Code (SMC 2.20.020(A)) state: "...No member shall serve longer than two consecutive terms". Since Jack Malek has already served two consecutive terms, he is not eligible for reappointment. The other Commissioner whose term is expiring, Mei-shiou Lin, is eligible for Council reappointment to the Planning Commission since she has only served one term (four years). In addition, Councilmember Laura Mork was elected to the Shoreline City Council beginning January 1, 2022, leaving an open seat on the Planning Commission.

On January 24th, in accordance with Council Rules of Procedure governing Council appointments to Boards and Commissions, the Mayor appointed a Council subcommittee to screen, interview and make recommendations to the full Council about which candidates to appoint to the three Planning Commission positions. The subcommittee included Deputy Mayor Robertson and Councilmembers Roberts and Mork. The subcommittee subsequently met on February 19th and March 1st to conduct the interviews, and after deliberations, unanimously recommended that the full Council appoint Mei-shiou Lin, Leslie Brinson, and Christopher Mosier to the Planning Commission for four-year terms that will run from April 1, 2022, through March 31, 2026. Tonight, the full Council is scheduled to act on these appointments.

RESOURCES/FINANCIAL IMPACT:

There is no financial impact for this Council action.

RECOMMENDATION

Staff recommends that the Council move to appoint Mei-shiou Lin, Leslie Brinson, and Christopher Mosier to the Planning Commission for four-year terms that will run from April 1, 2022, through March 31, 2026.

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

BACKGROUND

The Planning Commission is a seven-member board which is appointed by the Shoreline City Council. The purpose of the Planning Commission is to provide guidance and direction for Shoreline's future growth through continued review and improvement to the City's Comprehensive Land Use Plan, zoning code, shoreline management, environmental protection and related land use documents. Members of the Planning Commission shall be selected from individuals who have an interest in environmental affairs, planning, land use, and residential and commercial development as evidenced by training, experience or actions. Membership in the Planning Commission shall be limited to residents or owners of property within the City. No member shall serve longer than two consecutive terms. Commissioners are responsible for the following:

- Preparation of a Comprehensive Plan and development regulations in compliance with state law (Chapter 36.70A RCW). This includes establishing procedures providing for early and continuous public participation in the development and amendment of the Comprehensive Land Use Plan for the City and the development regulations implementing the Plan, and making recommendations concerning these matters to the City Council.
- Review of land use management, shoreline management and environmental protection ordinances and regulations of the City and making recommendations regarding them to the City Council.
- Review of potential future service annexation areas to the City as requested by the City Council, and making recommendations concerning them.
- Performance of design review unless that review is delegated to some other appointed body or City staff.
- Recommendation of, establishment of priorities for, and review of studies of geographic subareas in the City.
- Submission of written periodic reports annually to the City Council setting forth its progress in completing its work program for the current fiscal year.
- Holding public hearings in the exercise of its duties and responsibilities as it deems necessary, including public hearings required to be held in the course of adoption or amendment to the Comprehensive Plan, the zoning code, or adoption or amendment of regulations for shorelines management and environmental protection regulations.

On March 31, 2022, the terms of Planning Commissioners Mei-shiou Lin and Jack Malek are set to expire. The rules for Planning Commission Membership in the Shoreline Municipal Code (SMC 2.20.020(A)) state: "...No member shall serve longer than two consecutive terms". Since Jack Malek has already served two consecutive terms, he is not eligible for reappointment. The other Commissioner whose term is expiring, Mei-shiou Lin, is eligible for Council reappointment to the Planning Commission since she has only served one term (four years). In addition, Councilmember Laura Mork was elected to the Shoreline City Council beginning January 1, 2022, leaving a chair open on the Planning Commission.

DISCUSSION

To fill these three positions on the Planning Commission, the positions were advertised starting in October 2021 with the application period closing January 7, 2022. The City notified the public of these openings through *Currents*, the City's webpage and social media accounts, Shoreline Area News, Planning Commission Agenda Email, Shoreline E-News, the City Manager's report to Council, and through the Council of Neighborhoods. A notice was also posted at the libraries in Shoreline and the Spartan Recreation Center.

On January 24th, in accordance with Council Rules of Procedure governing Council appointments to Boards and Commissions, the Mayor appointed a Council subcommittee to screen, interview and make recommendations to the full Council about which candidates to appoint to the Commission positions. The subcommittee included Deputy Mayor Robertson and Councilmembers Mork and Roberts. The subcommittee met February 19th and March 1st to determine the finalists for further review from the following field of 13 candidates. The six finalists who were interviewed are shown in bold below.

*2022 Planning Commission Applicants (**bold** = selected for interview)*

Brinson, Leslie C. Campbell, Carrie Charnley, Alan Drummond, David Gitlin, David	Jones, Ali Lin, Mei-shiou McMillan, Laura Mosier, Christopher	Rappe, Kirk Rezayat, Ashton T. Summers, Becky Winnick, Ken
---	--	--

The Council subcommittee met on February 19th and March 1st to conduct interviews. After the interviews were conducted, the subcommittee deliberated and unanimously recommended that the full Council appoint Mei-shiou Lin, Leslie Brinson, and Christopher Mosier to the Planning Commission for four-year terms. The selected applicant applications are included as **Attachment A**.

RESOURCES/FINANCIAL IMPACT

There is no financial impact for this Council action.

RECOMMENDATION

Staff recommends that the Council move to appoint Mei-shiou Lin, Leslie Brinson, and Christopher Mosier to the Planning Commission for four-year terms that will run from April 1, 2022, through March 31, 2026.

ATTACHMENTS

Attachment A – Applications of Selected Planning Commissioners

RECEIVED

JAN 07 2022

CITY CLERK
CITY OF SHORELINE



COMMUNITY SERVICE APPLICATION

FOR MEMBERSHIP ON THE

Shoreline Planning Commission _____
City Board or Commission

(Please type or print)

Name: Leslie C. Brinson

Are you a Shoreline resident or property owner? Yes

Length of residence: 6 months

1. List your educational background.
 - Master of Urban Planning and Policy from the University of IL at Chicago
 - Bachelor of Arts in Cultural Anthropology from the University of CA at Berkeley

2. Please state your occupational background, beginning with your current occupation and employer.
 - Beginning Jan 2022: Seattle Public Utilities - Strategic Advisor on Customer Assistance and Affordability Policy
 - 2014 – 2021: City of Seattle Office of the Mayor - Senior Policy Advisor working on housing affordability, homelessness, land use issues and COVID-19 response
 - 2006 – 2014: Washington State Housing Finance Commission -Senior Policy Analyst overseeing the Low-Income Housing Tax Credit funding process.

3. Describe your involvement in the Shoreline community: We have only recently moved to Shoreline. With COVID, we haven't had much opportunity to get involved in the Shoreline community though we have enjoyed getting to know our neighbors as we collectively maintain the private road where our houses are located.

4. Describe your leadership roles and/or any special expertise you have which would be applicable to the position for which you are applying:

I have deep subject matter expertise in housing affordability policies and 8 years of professional experience working with elected officials, planners, data analysts and diverse community stakeholders to move forward proactive policies related to growth and

development. I also have experience working with diverse community members to create inclusive paths forward on housing issues.

As a policy advisor to the last two Mayors of Seattle, I managed the following:

- The development of Seattle’s Housing Affordability and Livability Agenda (HALA), leading a 10-month stakeholder process to develop a comprehensive suite of actions to increase housing affordability in Seattle. I facilitated negotiations between elected officials, advocates and real estate developers to reach the agreement that resulted in zoning changes to implement Seattle’s Mandatory Housing Affordability Program.
- The stakeholder engagement process for the Affordable Middle-Income Housing Advisory Council, assisting 26 professionals in housing development and finance to develop actionable solutions to increase availability of housing affordable to the region’s workforce.

I have attached my resume for further context about my background experience.

5. List the addresses of property you own in Shoreline and the type of property (residential or commercial). Residential: 323 NW 193rd Street, Shoreline, WA 98177
6. Are you an official representative of a homeowners’ association or other group? If so, please name the group. No
7. Describe why you are interested in serving in this position. With the wrapping up of my professional position doing this work for the City of Seattle, I’m looking for a way use my land use and housing knowledge to give back to the community in which I am personally invested. Shoreline will likely face very difficult planning and development considerations in the upcoming years as the light rail comes online. I look forward to the opportunity to help make the future of our community as livable, sustainable and inclusive as possible.

Appointment to this board or commission will require your consistent attendance at regularly scheduled meetings.

Are you available for evening meetings? Yes Daytime meetings? Occasionally

Please return this application by the deadline to: City of Shoreline, City Clerk
17500 Midvale Avenue North
Shoreline, WA 98133
(206) 801-2700

Disclosure Notice: Please note that your responses to the above application questions may be disclosed to the public under Washington State Law. The Personal Information form (page 3), however, is not subject to public disclosure.

*Thank you for taking the time to fill out this application.
Volunteers play a vital role in the Shoreline government. We appreciate your interest.*

RECEIVED

JAN 05 2022

CITY CLERK
CITY OF SHORELINE



COMMUNITY SERVICE APPLICATION

FOR MEMBERSHIP ON THE

Planning Commission
City Board or Commission

(Please type or print)

Name Mei-shiou Lin

Are you a Shoreline resident or property owner? Yes

Length of residence 20+/-

1. List your educational background.
The Ohio State University. Columbus, OH. Master of Landscape Architecture
Nation Taiwan University. Taipei, Taiwan. Master of Science in Agronomy
Nation Taiwan University. Taipei, Taiwan. Bachelor of Science in Agronomy

2. Please state your occupational background, beginning with your current occupation and employer.
I am currently employed by the City of Seattle Parks and Recreation as a senior landscape architect. Prior to this position, I worked at WSDOT as a transportation planning specialist in Shoreline; 6 years at AECOM Shanghai as a senior designer/director managing international projects in their design, planning & economics studio; 13 years in land development consulting at Triad Associates in Kirkland, and I worked 4 years in Taichung City Government in Taiwan as an Agriculture Specialist. I have been practicing in the landscape architecture profession for over 25 years.

3. Describe your involvement in the Shoreline community.
I am a current Planning Commissioner in the City of Shoreline. I have continuously learned about and served our community through the regular planning commission meetings. In addition, I also attended neighborhood meetings before the pandemic and participated in community surveys.

- 4. Describe your leadership roles and/or any special expertise you have which would be applicable to the position for which you are applying.
While working at AE OM, I had leadership roles as director and studio leader in a landscape studio of 43 professionals. I led a wide variety of community development projects; waterfront and urban renewal planning design projects both locally and abroad. I bring my experience in the private sector and current public institutional knowledge to offer a perspective that is vital to many of the topics our community is focusing on in planning for Shoreline's future. My professional training and passion in building a better community will continue to bring value to the position.

- 5. List the addresses of property you own in Shoreline and the type of property (residential or commercial).
I own a residential property in Shoreline.
The address is: 524 N. 170th Place, Shoreline WA 98133

- 6. Are you an official representative of a homeowners' association or other group? If so, please name the group.
No.

- 7. Describe why you are interested in serving in this position.
I love my neighborhood. I like to connect and be involved in the community I live in. This position will allow me to learn and contribute in shaping my community's future. Also, I very much enjoy working with my fellow commissioners and the city staff through the process.

Appointment to this board or commission will require your consistent attendance at regularly scheduled meetings.

Are you available for evening meetings? Yes Daytime meetings? Yes on Mondays.

Please return this application by the deadline to: City of Shoreline, City Clerk
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(206) 801-2700

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RECEIVED
DEC 14 2021
CITY CLERK
CITY OF SHORELINE

COMMUNITY SERVICE APPLICATION

***FOR MEMBERSHIP ON THE
Planning Commission***

City Board or Commission

(Please type or print)

Name: **Christopher Mosier**

Are you a Shoreline resident or property owner? **Yes**

Length of residence: **3 Years**

1. List your educational background:

University of Colorado, Bachelor of Environmental Design, 2005

2. Please state your occupational background, beginning with your current occupation and employer.

Registered architect in Washington and Illinois. Primary areas of focus in Commercial Office/Workplace, Building Repositioning, Early Childhood Education and Biotechnology.

Ekorn: Owner/Principal, 2021-Present

B+H Advance Strategy: Senior Project Manager, 2018-2021

IA Interior Architects: Senior Designer, 2017-2018

HOK: Senior Designer, 2016-2017

SABArchitects: Senior Associate / Project Manager, 2006-2016

3. Describe your involvement in the Shoreline community.

Since moving to Shoreline in the fall of 2018 I have not been actively involved with any Shoreline community groups.

4. Describe your leadership roles and/or any special expertise you have which would be applicable to the position for which you are applying.

Professionally I led teams of 5-9 through large scale corporate tenant improvements. These project's range in size from 100,00sf to 450,000sf and require involvement and input from many internal stake holders (workplace strategy, real estate, security, IT, etc.) to ensure overall success. The projects are often extensive renovations to existing building requiring dialogue with Authorities Having Jurisdiction to negotiate zoning/land-use criteria for the proposed occupancy, building upgrades based on change of use as well as reviews with health departments based on new food services establishments being added to the facilities.

St. Luke's Episcopal Church (Ballard), Property Stewardship Committee (2018-2021)

I was a member of a committee tasked with investigating possibilities for redeveloping the church's 55,000sf property in central Ballard. As part of the committee, I assisted in the programming/visioning for the redevelopment and made presentations to the church community as well as the Diocesan Board of Directors to update those groups on the status of the project. I also assisted in cost estimating for the potential retention and refurbishment of a historic chapel on the property as well as the selection of project development partners such as owner's representation and real estate advisors.

I also provided pro-bono architectural services to help the church articulate future space needs and adjacencies.

Elektra Condominium HOA, Member at large (2011-2012)

HOA board member for a 200-unit downtown condo association.

5. List the addresses of property you own in Shoreline and the type of property (residential or commercial).

Residence at 123 NW 191St St.

6. Are you an official representative of a homeowners' association or other group? If so, please name the group.

Not at this time.

7. Describe why you are interested in serving in this position.

I am interested in helping shape Shoreline as it becomes more transit connected and evolves from a predominately single-family community to a community with more urban characteristics. I would like to see this occur in a manner that brings quality pedestrian scaled design and facilitates smaller, more walkable community nodes. I would also like to see the wooded character the city is known for maintained as best as possible, protecting the

existing canopy and finding ways to encourage replacement as denser development occurs.

Appointment to this board or commission will require your consistent attendance at regularly scheduled meetings.

Are you available for evening meetings? **Yes** Daytime meetings? **Yes**

Please return this application by the deadline to: City of Shoreline, City Clerk
17500 Midvale Avenue North
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CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute a Construction Contract with Rodarte Construction, Inc. in the Amount of \$3,291,215 for the 5 th Avenue NE (NE 175 th – NE 182 nd) Sidewalk Project
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Shoreline residents approved an increase in the Sales and Use Tax in 2018 to construct new sidewalks. The ballot measure included 12 specific locations for construction of new sidewalk. The 5th Avenue NE (NE 175th Street to NE 182nd Court) Sidewalk Project (5th Avenue NE Sidewalk Project) is the second of the specific sidewalk projects to come before the Council for construction contract award. This project involves the construction of a new sidewalk along both sides of 5th Avenue NE from NE 175th Street to near NE 182nd Court where it will connect to sidewalks currently being constructed by Sound Transit creating a continuous sidewalk on 5th Avenue NE from 175th Street to 185th Street and the Shoreline North/185th Station. Construction is anticipated to start in April/May 2022 with a total contract time of 180 working days.

Between January 18 and February 8, 2022, the City solicited bids for contractors to construct the 5th Avenue NE Sidewalk Project as Bid #10158. The bid from Rodarte Construction, Inc. (Rodarte Construction) in the amount of \$2,992,013.75 was the apparent low bid. City staff has determined that the bid from Rodarte Construction is responsive and that they have met the City’s requirements. Staff is requesting that the City Council authorize the City Manager to execute a contract with the lowest responsive bidder, Rodarte Construction, for construction of the 5th Avenue NE Sidewalk Project in the amount of \$2,992,013.74 with a change order authority of \$299,201.

This item was scheduled to be discussed at the City Council meeting of February 28, 2022. At that meeting Council asked to defer consideration of this item and for staff to return with additional information on the project impacts to trees. Tonight, Council is scheduled to take action on this construction contract award.

RESOURCE/FINANCIAL IMPACT:

The ballot measure requires all projects be funded with bond revenue that is then repaid with the Sales and Use Tax collected over the next 20 years. In 2019, the City issued the first series of bonds in the amount of \$11.6 million to fund the initial programming,

design, and construction of several sidewalk routes. [Ordinance No. 903](#) provided \$4,700,000 in the 2021-2022 biennium for this program. This contract amount is within that authorized budget.

Sound Transit has also provided the City with funding to complete part of these improvements as part of the Shoreline North/185th Station Access Project Priorities. Funding will be provided by surface water utility bond funds for improvements to the existing surface water utility infrastructure in the vicinity of the project. Sewer relocation improvements will be paid for by the City’s wastewater utility. The project cost and budget summary follows:

EXPENDITURES

Design

Project Administration	\$ 560,000
Right-of-Way Acquisition	\$ 27,400

Construction

Staff and other Direct Expenses	\$ 15,000
Construction Management (CM) Services	\$ 476,950
<i>Rodarate Construction Contract</i>	\$2,992,014
<i>Contingency (10%)</i>	\$ 299,201
TOTAL (Design and Construction)	\$4,370,565

REVENUE

Surface Water Utility Bond	\$ 150,430
Wastewater Utility Fund	\$ 72,015
Sound Transit Funding	\$2,000,000
Sales and Use Tax/Sidewalk Bond Fund	\$2,148,120
TOTAL Revenue	\$4,370,565

RECOMMENDATION

Staff recommends that City Council move to authorize the City Manager to execute a construction contract with Rodarte Construction in the amount of \$2,992,014 with an additional change order authority of \$299,201 for the 5th Avenue NE Sidewalk Project.

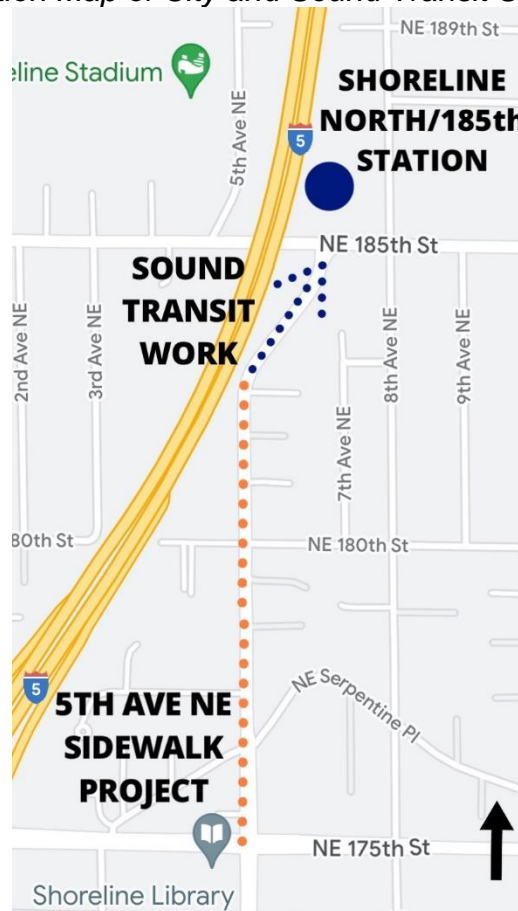
Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

The 5th Avenue NE Sidewalk Project is part of the City's 2018 Voter Approved Sidewalk Program that includes 12 specific new sidewalk locations. The program is funded from a 0.2% increase in Sales and Use Tax that voters approved in November 2018. [Council authorized the City Manager to execute a contract](#) for the design of the sidewalk in April 2020.

Staff discussed [this project and the overall sidewalk program with Council on February 7, 2022](#). The project will involve the construction of sidewalk and bicycle lanes on both sides of 5th Avenue NE and will connect the existing bicycle and pedestrian facilities south of NE 175th Street to the improvements currently under construction by Sound Transit, near NE 182nd Court creating a continuous sidewalk on 5th Avenue NE from 175th Street to 185th Street. This project will provide an important connection for people walking and biking to the new Shoreline North/185th Street Link Light Rail Station as shown in Figure 1, below. The project also includes drainage facilities and permeable concrete to help alleviate some existing ponding and flooding issues experienced along 5th Avenue NE.

Figure 1: Location Map of City and Sound Transit Sidewalk Projects



As prescribed by the contract for this project, clearing limits will be marked by the contractor, staff will review tree impacts within those limits and evaluate areas where clearing may be reduced to preserve trees/improve tree outcomes, and approve tree

removals with the contractor. Trees that will be required to be removed for construction of sidewalk improvements will have notifications placed on them a minimum of 14 days before removal. Any large Western Red Cedar or Douglas Fir trees removed will be salvaged and used for stream stabilization in other City projects.

Council and Community Questions

At the City Council meeting of February 28, 2022, the Council asked to defer consideration of this item and for staff to return with additional information on the project impacts to trees. Trees are a valuable community resource for a variety of reasons including helping to address climate change. Sidewalks and bike lanes are also important for addressing climate change as the City seeks to get more people out of their cars and traveling using non-motorized modes. Both activities serve a common goal in this regard, however implementation or prioritization of one may conflict with the other. Staff's challenge in a project like this is to balance creation of safe and comfortable non-motorized facilities and retaining trees. In this balancing, we modify our non-motorized facility standards to retain trees, however some trees may still have to be removed.

Specific to the sidewalk design on 5th Avenue NE, staff has modified the standard design to reduce the impact to trees in the project area including removal of the amenity zone, narrowing of the sidewalk in places to 5-feet to preserve specific trees, and use of pervious concrete which not only has surface water benefits it maintains water to root zones of trees. The initial concept design impacted approximately 90 trees. With the modifications incorporated into the project, staff have saved almost 70 trees with 23 trees now scheduled for removal. Of the 23 trees scheduled to be removed, 4 are considered in good health after inspection by the arborists with the remaining 19 classified as fair or poor condition. After these modifications, the large Western Red Cedar trees at NE 178th Street (which seem to be trees of interest to members of the community) are situated such that their removal is necessary.

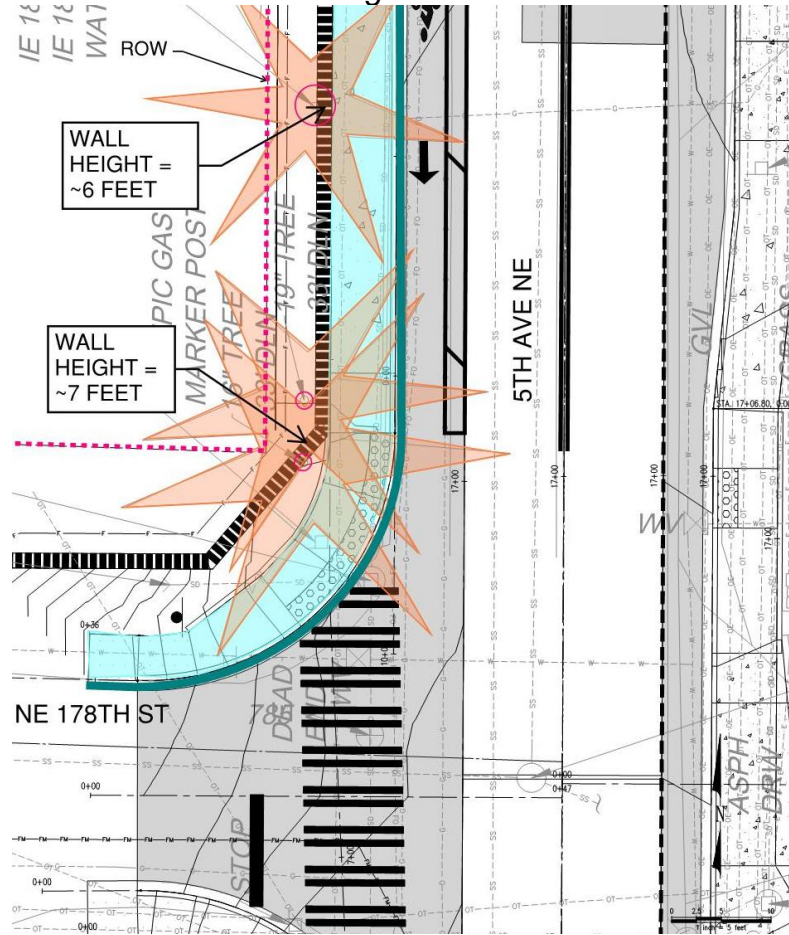
Of note, staff worked with two arborists to identify alternatives to protect and preserve trees while still meeting the project objectives for non-motorized facilities. This included looking at elevated walkways and other unconventional sidewalks designs. Staff will review the proposed tree removal in the field after the project improvements are "staked" by a surveyor and evaluate opportunities to preserve trees before they are removed.

Below is information in response to the questions staff has heard about the project design for this sidewalk project:

1. *How are the large trees impacted at the NW corner of 5th Avenue NE and NE 178th Street under the current design?*

As shown in Figure 2 below, the proposed design at this intersection includes a 6' sidewalk and 5' bike lane with a 2' buffer starting near this intersection and continuing north. A wall will need to be constructed for the sidewalk to meet ADA standards which will be between 6 – 7 feet tall near the trees and up to 10 feet tall at its highest point (including the wall foundation).

Figure 2: Current Sidewalk Design at NE 178th Street & 5th Avenue NE



The sidewalk ramp will need to be constructed directly in the area where the two southern Western Red Cedars are located. The wall will wrap around both the east and south side of these trees in order to support ADA access to NE 178th Street, and the excavation required for the wall construction will severely impact these trees.

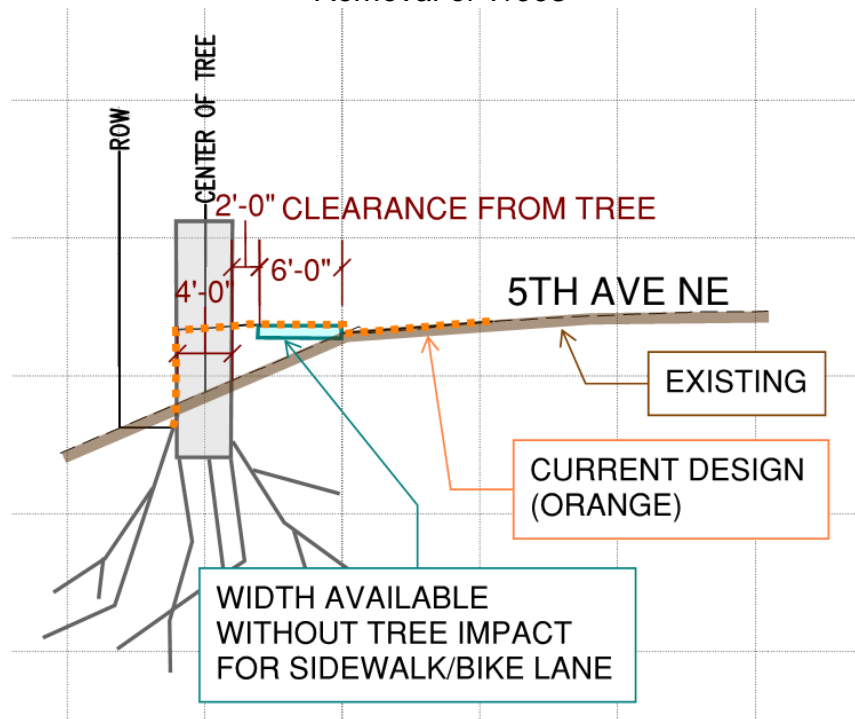
The current design meets the City’s long-term goals for people to safely move through this area on wheels or on foot. The minimum widths are achieved with the current design, but only with the addition of walls and tree removal.

2. *What modifications could be made at the NW corner of 5th Avenue NE and NE 178th Street to save the trees; how does that impact the other goals of the project?*

Staff reviewed modifications to save the trees at the corner of 5th Avenue NE and NE 178th Street and found that only 6 feet of width would be available for improvements, as shown in Figure 3 below. Even in this configuration, a wall would be required and would have to be constructed in the tree’s drip line/root zone, likely impacting the health of the tree.

At this modified section, either the bike lane would have to be removed completely or the sidewalk would have to be eliminated through this stretch. Neither of these options would comply with the City's goals or ADA standards. These modifications would not be safe for people walking or biking. Additionally, an elevated sidewalk ramp would be required due to the existing grades.

Figure 3: Section View Showing Width Available for Improvements Without Initial Removal of Trees



3. *What about a shared use trail? Will that save space?*

A shared use trail through this stretch would be possible but wouldn't save the trees and at 10-12 feet would take up about the same area as the current design.

4. *What about putting the sidewalk behind the tree?*

While staff considered this option, the area behind the tree is private property and staff approached the homeowner with the option but they were not interested because it put the sidewalk very close to their residence. Additionally, the sidewalk would have to be elevated 6-10 feet above grade behind the tree and the ramp would not be ADA accessible with this option.

ALTERNATIVES ANALYSIS

Project Bid Process – Bid #10158

Between January 18 and February 8, 2022, the City solicited bids for contractors to construct the Project under Bid #10158 as noted above. Bids were opened on February 8, 2022 and six (6) bids were received. Rodarte Construction was the low bidder with a

bid of \$2,992,014. The other bid proposals were for \$3,127,421, \$3,196,394, \$4,009,353, \$4,617,952, and \$4,993,201.

The lowest bid from Rodarte Construction was determined to be responsive and met the requirements of the City. This was verified by:

- Evaluation and analysis of the bid through the creation of bid tabulations, and
- Verification that the contractor is properly licensed in Washington State and has not been barred from contracting on federal- and state-funded projects.

The engineer's estimate for construction of the Project was \$3,152,279. Construction is anticipated to start in March 2022 and be completed within 180 working days.

COUNCIL GOAL(S) ADDRESSED

This Project addresses Council Goal #2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment, and specifically Action Step 1: Implement the new Sidewalk Construction Program.

RESOURCE/FINANCIAL IMPACT

The ballot measure requires all projects be funded with bond revenue that is then repaid with the Sales and Use Tax collected over the next 20 years. In 2019, the City issued the first series of bonds in the amount of \$11.6 million to fund the initial programming, design, and construction of several sidewalk routes. [Ordinance No. 903](#) provided \$4,700,000 in the 2021-2022 biennium for this program. This contract amount is within that authorized budget.

Sound Transit has also provided the City with funding to complete part of these improvements as part of the Shoreline North/185th Station Access Project Priorities. Funding will be provided by surface water utility bond funds for improvements to the existing surface water utility infrastructure in the vicinity of the project. Sewer relocation improvements will be paid for by the wastewater utility. The project cost and budget summary follows:

EXPENDITURES

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Project Administration	\$ 560,000
Right-of-Way Acquisition	\$ 27,400
Construction	
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Construction Management (CM) Services	\$ 476,950
<i>Rodarate Construction Contract</i>	\$2,992,014
<u>Contingency (10%)</u>	<u>\$ 299,201</u>
TOTAL (Design and Construction)	\$4,370,565

REVENUE

Surface Water Utility Bond	\$ 150,430
Wastewater Utility Fund	\$ 72,015
Sound Transit Funding	\$2,000,000
Sales and Use Tax/Sidewalk Bond Fund	\$2,148,120
TOTAL Revenue	\$4,370,565

RECOMMENDATION

Staff recommends that City Council move to authorize the City Manager to execute a construction contract with Rodarte Construction in the amount of \$2,992,014 with an additional change order authority of \$299,201 for the 5th Avenue NE Sidewalk Project.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Action on Ordinance No. 955 - Amending Shoreline Municipal Code Chapters 20.20 and 20.50 Regarding the Tree Related 2021 Batch Development Code Amendments
DEPARTMENT:	Planning & Community Development
PRESENTED BY:	Steven Szafran, AICP, Senior Planner
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Amendments to the Development Code (Shoreline Municipal Code Title 20) are processed as legislative decisions. Legislative decisions are non-project decisions made by the City Council under its authority to establish policies and regulations. The Planning Commission is the review authority for these legislative decisions and is responsible for holding a public hearing on proposed Development Code amendments and making a recommendation to the City Council on each amendment.

The Planning Commission held study sessions to discuss the 2021 Batch Development Code Amendments and give staff direction on the amendments on July 15, August 5, October 7, November 18, December 2, 2021, and January 6, 2022. The Commission then held the required Public Hearing on these proposed amendments on February 3, 2022. The Planning Commission recommended that the City Council adopt certain tree related amendments as set forth Exhibit A to proposed Ordinance No. 955 (**Attachment A**).

The proposed tree related amendments in proposed Ordinance No. 955 are mostly proposed by individual members of the Tree Preservation Code Team, which is a group of residents committed to protecting and preserving trees in Shoreline. One amendment in this group of amendments was proposed by staff. The City Council discussed these proposed tree related amendments on February 28, 2022. Council had questions and comments on some of the proposed amendments that will be addressed later in this staff report. Staff has also provided amendatory motions in this staff report for Council's use, if needed. Tonight, Council is scheduled to take action on proposed Ordinance No. 955.

RESOURCE/FINANCIAL IMPACT:

The proposed Development Code amendments will not have a direct financial impact to the City.

RECOMMENDATION

The Planning Commission has recommended adoption of the proposed amendments in Ordinance No. 955.

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

BACKGROUND

The City's Development Code is codified in Title 20 of the Shoreline Municipal Code (SMC). Amendments to SMC Title 20 are used to ensure consistency between the City's development regulations and the City's Comprehensive Plan, to reflect amendments to state rules and regulations, or to respond to changing conditions or needs of the City.

Pursuant to SMC Section 20.30.070, amendments to the Development Code are processed as legislative decisions. Legislative decisions are non-project decisions made by the City Council under its authority to establish policies and regulations. The Planning Commission is the review authority for these types of decisions and is responsible for holding an open record Public Hearing on any proposed amendments and making a recommendation to the City Council on each amendment.

The 2021 Planning Commission-recommended Batch consists of 38 total Development Code amendments. The Group A Miscellaneous Amendments consist of 14 Director-initiated amendments; the Group B SEPA Amendments consist of 16 Director-initiated amendments; and the Group C Tree Amendments consist of 8 amendments (some amendments include multiple code sections); 7 of which were privately-initiated and one is Director-initiated.

The Planning Commission started discussing the Batch Development Code Amendments in July of 2021 on the following schedule:

- The Planning Commission held a meeting on [July 15, 2021](#) to discuss the Group A Miscellaneous Amendments.
- The Planning Commission held a subsequent meeting on [August 5, 2021](#) to discuss the Group B SEPA Amendments.
- The Planning Commission held meetings on [October 7, 2021](#), [November 18, 2021](#), and [December 2, 2021](#), to discuss the Group C Tree Amendments.
- The Planning Commission reviewed all three of the Groups of amendments on [January 6, 2022](#).

At the conclusion of the Planning Commission Public Hearing on the Batch Development Code Amendments, which was held on [February 3, 2022](#), the Planning Commission recommended approval of 41 amendments. A memo to the City Council from the Planning Commission regarding their recommendation is included as **Attachment B**.

Following the Planning Commission's review and recommendation of the Batch Development Code Amendments, the City Council discussed the proposed Code Amendments on February 28 and March 7, 2022. On February 28th, the City Council discussed the proposed tree related amendments (Group C Amendments), and on March 7th, the Council discussed the Miscellaneous and SEPA Amendments (Group A and B Amendments). The staff report for the February 28th Council discussion can be found at the following link:

Given the complexity of the proposed Batch Development Code Amendments, length of Council discussion and level of public comment on the amendments, staff has split the adoption of the proposed amendments into two actions. Tonight, Council is scheduled to take action on proposed Ordinance No. 955 (**Attachment A**), which would adopt the Group C tree related Batch Development Code Amendments. Staff has also provided amendatory motions in this staff report for Council's use, if needed, related to some of these proposed amendments.

DISCUSSION

All the tree related Development Code amendments are listed below (including tree amendments recommended for denial). Each amendment includes a description of the amendment, justification for the amendment and Planning Commission recommendations. Staff has also included the Council discussion and amendatory motions for those amendments that Council expressed interest in changing.

Amendment #C1 – Recommended for Approval

20.20.014 – C definitions

Critical Root Zone (CRZ) The area, as defined by the International Society of Arboriculture (ISA), equal to one-foot radius from the base of the tree's trunk for each one inch of the tree's diameter at 4.5 feet above grade (referred to as diameter at breast height). Example: A 24-inch diameter tree would have a critical root zone radius (CRZ) of 24 feet. The total protection zone, including trunk, would be 50 feet in diameter. This area is also called the Tree Protection Zone (TPZ). The CRZ area is not synonymous with the dripline.

Critical Root Zone, Inner (ICRZ) The area, as defined by the International Society of Arboriculture (ISA), encircling the base of a tree equal to one-half the diameter of the critical root zone. This area may also be referred to as the interior critical root zone. Disturbance of this area would cause significant impact to the tree, potentially life threatening, and would require maximum post-damage treatment to retain the tree.

Justification – Justification provided by the Tree Preservation Code Team (TPCT) – These new definitions are submitted for consideration to support other amendments by

the Tree Preservation Code Team (a private citizen group) are proposing to provide essential tree protection during grading, construction, and maintenance.

The Critical Root Zone (CRZ) is important to a tree because it is where the most critical tree roots are located beneath the ground. Tree roots may be crushed from heavy equipment during construction, they may be smothered, exposed, torn, or cut, or damaged by construction material. The tree trunk and canopy may also be damaged by equipment or construction material. It is necessary to protect the CRZ to prevent inadvertently damaging or killing trees that were to be protected. Because roots extend beyond this zone typically, this definition is already a compromise with development needs; the CRZ must be protected. Encroaching on the CRZ into the ICRZ could cause significant impact to the tree that would be potentially life-threatening and would require maximum post damage treatment to attempt to retain the tree.

Note: The dripline is not the CRZ; the dripline may define an area that is too small for protection of some trees with relatively smaller crowns and, sometimes, newer trees.

Recommendation – The Planning Commission recommends **approval** this proposed amendment so as to add definitions for CRZ and ICRZ into the Development Code. Staff currently requires an applicant to provide the CRZ and ICRZ on development plans and staff also verifies this information on a site visit. Staff uses current ISA standards and requires a tree protection zone (TPZ) during construction which provides protection of the CRZ. Currently, Staff requires the CRZ to be established as the area from the trunk to the edge of dripline and no work can occur in this area without the City’s written approval and onsite monitoring by an arborist. Staff does not typically see an area on plans that indicate CRZ and ICRZ, most areas are designated as TPZ on plans. Staff does not see this as being a change to current practices being applied by the city.

Amendment #C2 – Recommended for Approval in part, Denial in part

20.20.048 – T definitions

Tree The total area of the tree or trees where the leaves and outermost branches extend, also known as the “dripline.” uppermost layer of the tree or group of trees are formed by the leaves and branches of dominant tree crowns.

Tree,
Hazardous A tree that is either dead, permanently damaged and/or is continuing in declining health or is so affected by a significant structural defect or disease that falling or failure appears imminent, or a tree that impedes safe vision or traffic flow, or that otherwise currently poses a threat to life or property.

Tree,
Landmark Any healthy tree over 24 30-inches in diameter at breast height (dbh) that is worthy of long-term protection due to a unique combination of or any

tree that is particularly impressive or unusual due to its size, shape, age, location, aesthetic quality for its species, historical significant or any other trait that epitomizes the character of the species, and/or has cultural, historic or ecological importance or that is a regional erratic. Long term protection and recognition of any landmark tree may be obtained through the Landmark Tree Designation program as detailed in SMC 20.50.350(F).

Justification – Justification provided by the TPCT – This new size criteria is in keeping with other cities in our region which have adopted these measurements for their Significant and/or Landmark trees because they are rapidly disappearing due to development. The cities of Redmond, Issaquah, Lake Forest Park and Lynnwood have defined six inches at diameter breast height (dbh) for their significant trees. (It should be noted that at least two of these cities require a removal permit for these trees). Lake Forest Park and Maple Valley define Landmark trees at 24” dbh. These changes in size criteria reflect a growing acknowledgment of the vital work of trees (conifers, in particular) amidst regional concern about loss of suburban tall tree canopy.

There are urgent and compelling reasons to change the measurement criteria for Significant and Landmark trees. Most importantly, it brings more of Shoreline’s tall trees into protection. Per recommendations in the “Climate Impacts & Resiliency Study” commissioned by the City of Shoreline in June 2020, the retention of large, mature trees will increase climate resiliency. Mature trees do the work of supporting wildlife habitat, improving air and water quality, retaining carbon and mitigating stormwater runoff and urban heat island effects that are increasing in Shoreline.

Recommendation – The Planning Commission recommends **approval** of these proposed amendments modifying three existing definitions. In regard to lowering the diameter at breast height (dbh) of a Landmark Tree from 30” to 24,” research from other jurisdictions in the region highlights that there is not a standard dbh used for Landmark Trees. However, the Commission believes lowering the dbh of a Landmark Tree may protect additional trees throughout the city.

The Tree Preservation Code Team’s Amendment #C2 also presented another amendment to SMC 20.20’s definitions for Significant Tree. The Planning Commission recommended denial of this amendment as discussed below.

20.20.048 – T definitions

Tree, Any healthy tree six ~~eight~~ inches or greater in diameter at breast
Significant height (dbh) if it is a conifer and 12 inches or greater in diameter at breast
height if it is a ~~nonconifer~~ excluding those trees that qualify for complete
exemptions from Chapter 20.50. SMC, Subchapter 5, Tree Conservation,
Land Clearing, and Site Grading Standards, under SMC 20.50.310(A).

Justification – Justification provided by the TPCT– This new size criteria is in keeping with other cities in our region which have adopted these measurements for their

Significant and/or Landmark trees because they are rapidly disappearing due to development. The cities of Redmond, Issaquah, Lake Forest Park and Lynnwood have defined six inches at diameter breast height (dbh) for their significant trees. (It should be noted that at least two of these cities require a removal permit for these trees). Lake Forest Park and Maple Valley define Landmark trees at 24" dbh. These changes in size criteria reflect a growing acknowledgment of the vital work of trees (conifers, in particular) amidst regional concern about loss of suburban tall tree canopy.

There are urgent and compelling reasons to change the measurement criteria for Significant and Landmark trees. Most importantly, it brings more of Shoreline's tall trees into protection. Per recommendations in the "Climate Impacts & Resiliency Study" commissioned by the City of Shoreline in June 2020, the retention of large, mature trees will increase climate resiliency. Mature trees do the work of supporting wildlife habitat, improving air and water quality, retaining carbon and mitigating stormwater runoff and urban heat island effects that are increasing in Shoreline.

Recommendation - The Planning Commission recommends **denial** of this proposed amendment to more fully study the unintended consequences of lowering the dbh of a Significant Tree. The Planning Commission believes there are pros and cons in changing the definition of Significant Tree to any tree six (6) inches dbh or greater. The pros include more trees will be counted as Significant, which will make it easier for developers to meet minimum Significant Tree retention requirements. The cons however include if there are a mix of smaller and larger trees on a site, the owner or developer may remove the larger trees first and keep the smaller trees to meet minimum retention requirements. Also, since more trees will be counted as Significant, more replacement trees will be required and often, not all replacement trees may be able to fit on a site based on a qualified arborist recommendation. Staff supports the Planning Commission's recommendation of denial to allow additional study of the impacts of this amendment.

February 28th Council Discussion – During the February 28th Council discussion of the tree related Batch Development Code Amendments, Councilmember Roberts expressed support for the applicant's proposed amendment to lower the dbh for significant trees to six (6) inches for all trees. Lowering the dbh for significant trees aligns with many jurisdictions in the region and matches the definition the city's Public Works Department uses when evaluating trees in the right-of-way. Staff continues to support denial of this proposed amendment for the reason noted above.

Amendatory Motion – Following the February 28th Council discussion, Councilmember Roberts requested an amendment to this proposed amendment. If Council would like to reject the Planning Commission's recommendation to deny SMC 20.20.048 – Significant Tree definition, a Councilmember would need to move to modify the Planning Commission's recommendation as follows:

"I move to reject the Planning Commission's recommendation for Batch Amendment No. C2 related to the denial of the proposed definition of Significant Tree and approve the applicant's revision to the definition of Significant Tree, which reads: Tree, Significant – Any healthy tree six inches or greater in diameter at breast height (dbh) excluding those trees that qualify

for complete exemptions from Chapter 20.50. SMC, Subchapter 5, Tree Conservation, Land Clearing, and Site Grading Standards, under SMC 20.50.310(A).”

Amendment #C3 – Recommended for Approval

20.20.050 – U definitions

Urban Forest All trees within the city limits and the various ecosystem components that accompany these trees (soils, understory flora, diverse species, and habitats) under any public or private ownership and land use type, developed or undeveloped.

This includes public parks, city streets, private yards and shared residential spaces, community spaces (such as libraries) and commercial and government property.

Urban Tree Canopy From an aerial view during summer, the percentage of ground that is obscured from view by trees.

Justification – Justification provided by the TPCT – With its commitment to environmental sustainability, the City of Shoreline began measuring and analyzing the city’s tree canopy in 2009 and created the Urban Forest Strategic Plan in 2014. This commitment needs to be strengthened, particularly regarding the trees. All the trees of the urban forest together make an essential contribution to environmental sustainability including clean air, stormwater management, comfortable temperatures, habitat biodiversity, social well-being and the trees’ intrinsic worth that cannot be figured into any cost-benefit analysis. Defining Urban Forest and present Urban Tree Canopy in the code will support other code to take care of the urban forest. Otherwise, the policies and codes address what will happen to trees only on a parcel-by-parcel basis or on a right-of-way or in a park. Citizens have commented repeatedly at City Council and Tree Board meetings that operating with only the current code is not sustainable, we need to protect the urban forest. These definitions will support code to further the commitment that Shoreline has made to the environment and specifically to the urban forest.

Recommendation – The Planning Commission recommends **approval** of this proposed amendment so as to add definitions for Urban Forest and Urban Tree Canopy. The proposed definitions are consistent with Council’s adopted [2014 Urban Forest Strategic Plan](#) and the Citywide Tree Canopy Assessment.

Amendment #C4 – Recommended for Approval

20.50.290 – Purpose

The purpose of this subchapter is to reduce environmental impacts including impacts on existing significant and landmark trees ~~of~~ during site development while promoting the reasonable use of land in the City by addressing the following:

- A. Prevention of damage to property, harm to persons, and environmental impacts caused by excavations, fills, and the destabilization of soils;
- B. Protection of water quality from the adverse impacts associated with erosion and sedimentation;
- C. Promotion of building and site planning practices that are consistent with the City's natural topography and vegetative cover;
- D. Preservation and enhancement of trees and vegetation which contribute to the visual quality and economic value of development; provide habitat for birds and other wildlife; protect biodiversity; lower ambient temperatures; and store carbon dioxide and releasing oxygen, thus helping reduce air pollution in the City and provide continuity and screening between developments. Preserving and protecting healthy significant existing trees and the urban tree canopy shall be encouraged instead of removal and replacement;
- E. Protection of critical areas from the impacts of clearing and grading activities;
- F. Conservation and restoration of trees and vegetative cover to reduce flooding, the impacts on existing drainageways, and the need for additional stormwater management facilities;
- G. Protection of anadromous fish and other native animal and plant species through performance-based regulation of clearing and grading;
- H. Retain tree clusters for the abatement of noise, wind protection, and mitigation of air pollution.
- I. Rewarding significant tree protection efforts by property owners and developers by granting flexibility for certain other development requirements;
- J. Providing measures to protect trees that may be impacted during construction;
- K. Promotion of prompt development, effective erosion control, and restoration of property following site development; and
- L. Replacement of trees removed during site development in order to achieve a goal of no net loss of tree cover throughout the city over time.

Justification – Justification provided by the TPCT – The purpose of this amendment proposal is to broaden and strengthen language within Shoreline Municipal Code to better protect and preserve our community's tall trees and urban forest canopy.

Preserving Shoreline’s mature trees will help meet—and mitigate—challenges associated with a changing environment.

The City recognizes the importance of trees and its urban forest canopy, as referenced in its many policies, procedures and publications, including its ordinances and codes, the 2014 Urban Forest Strategic Plan, the 2019 Sustainability Report, the 2020 Climate Impacts and Resiliency Study, The Comprehensive Plan, and in its alliance with state and county initiatives (1990 State of Washington Growth Management Plan, King County-Cities Climate Collaboration—K4C—and the King County 2020 Climate Action Plan).

20.50.290 reflects the importance and necessity of maintaining, preserving, and protecting existing mature trees given our ever-warming climate. Climate change is real and is accelerating at a rapid pace (climate.nasa.gov). The City acknowledges as much in Element 6: Natural Environment of The Comprehensive Plan, Policy NE 39:

“Support and implement the Mayor’s Climate Protection Agreement, climate pledges and commitments undertaken by the City, and other multi-jurisdictional efforts to reduce greenhouse gases, address climate change (*italics are the City’s*), sea-level rise, ocean acidification, and other impacts of changing of global conditions.”

Additionally, in his letter “On the Mayor’s Mind: The Forest and the Trees,” Mayor Will Hall stated that “We love our trees in Shoreline. Trees provide all kinds of benefits for climate, air quality, and birds, and they make Shoreline a beautiful city. That’s why we have a goal to maintain and increase our tree canopy.” (His comments appeared in the October 29, 2020 Shoreline Area News.)

To support and strengthen City initiatives, goals and policies regarding trees and the environment, we propose amendments to SMC 20.50.290.

Recommendation – The Planning Commission recommends **approval** of this proposed amendment. The Planning Commission believes that the amendment clarifies the purpose of the tree code and strengthens the language of trees and Shoreline’s commitment of protecting and maintaining trees.

Amendment #C5 – Recommended for Approval in Part, Denial in Part
20.50.300 – General Requirements

A. Tree cutting or removal by any means is considered a type of clearing and is regulated subject to the limitations and provisions of this subchapter.

B. All land clearing and site grading shall comply with all standards and requirements adopted by the City of Shoreline. Where a Development Code section or related manual or guide contains a provision that is more restrictive or specific than those detailed in this subchapter, the more restrictive provision shall apply.

C. Permit Required. No person shall conduct clearing or grading activities on a site without first obtaining the appropriate permit approved by the Director, unless specifically exempted by SMC 20.50.310.

D. When clearing or grading is planned in conjunction with development that is not exempt from the provisions of this subchapter, all of the required application materials for approval of tree removal, clearing and rough grading of the site shall accompany the development application to allow concurrent review.

E. A clearing and grading permit may be issued for developed land if the regulated activity is not associated with another development application on the site that requires a permit.

F. Replacement trees planted under the requirements of this subchapter on any parcel in the City of Shoreline shall be regulated as protected trees under SMC 20.50.330(D).

G. Any disturbance to vegetation within critical areas and their corresponding buffers is subject to the procedures and standards contained within the critical areas chapter of the Shoreline Development Code, Chapter 20.80 SMC, Critical Areas, in addition to the standards of this subchapter. The standards which result in the greatest protection of the critical areas shall apply.

H. In addition to Subsections A to G, for new development in the R-8, R-12, R-18, R-24, R-48, TC-4, MUR-35', and MUR-45' zoning districts, the following standards shall also apply:

1. Best Management Practices. All allowed activities shall be conducted using the best management practices resulting in no damage to the trees and vegetation required for retention at the development site. Best management practices shall be used for tree and vegetation protection, construction management, erosion and sedimentation control, water quality protection, and regulation of chemical applications. The City shall require the use of best management practices to ensure that activity does not result in degradation to the trees and vegetation required for retention at the development site. Any damage to, or alteration of trees and vegetation required to be retained at the development site shall be restored, rehabilitated, or replaced at the responsible party's expense.

2. Unauthorized development site violations: stop work order. When trees and vegetation on a development site have been altered in violation of this subchapter, the City shall have the authority to issue a stop work order to cease all development, and order restoration measures at the owner's or other responsible party's expense to remediate the impacts of the violation of the provisions of this subchapter.

3. Requirement for Restoration Plan. All development shall remain stopped until a restoration plan for impacted trees and vegetation is prepared by the responsible party and an approved permit or permit revision is issued by the City.

Such a plan shall be prepared by a qualified professional. The Director of Planning may, at the responsible party's expense, seek expert advice, including but not limited to third party review by a qualified professional under contract with or employed by the City, in determining if the plan meets performance standards for restoration in SMC 20.50.360 Tree replacement and site restoration.

4. Site Investigation. The Director of Planning is authorized to take such actions as are necessary to enforce this subchapter. The Director shall present proper credentials and obtain permission before entering onto private property.

Justification – Justification provided by the TPCT – These proposed new code amendments are submitted for consideration to ensure that trees and vegetation on development sites will be legally protected from sustaining injury or destruction during clearing and grading activity. If there is a lack of appropriate protection, causing injury or destruction to trees and vegetation on development sites, these proposed amendments will guarantee remedy and confirm who is liable for the negligence and/or destruction.

There is substantial protection of trees and vegetation on critical areas as stated in Shoreline Municipal Code Critical Areas 20.80, but a startling lack of enforcement for the protection of trees and vegetation on noncritical development sites. It is stated in the Comprehensive Plan, Element 6, Natural Environment, "Native vegetation, which in residential areas that may be subdivided or otherwise more intensely developed is at the greatest risk of being lost."

In principle, the omission of enforcement regarding injury or damage to trees and vegetation on non-critical site areas, is biased and exclusionary. Protective language should be added to Shoreline Municipal Code to protect all trees and vegetation, since trees and vegetation at development sites are "at the greatest risk of being lost".

In brief, when the city approves construction on a development site, the City is then responsible for the safety and protection of trees and vegetation on the development site. Either the City or the owner or the contractor, as responsible party, must be held accountable. It follows that the responsibility for the viability of trees and vegetation established for retention at the development site be passed from the City to the owner or contractor, as responsible party, while the City maintains the enforcement of regulations.

Recommendation – The Planning Commission recommends **approval** of this proposed amendment (language underlined above) to provide additional protection for protected trees and vegetation, where applicable.

The Planning Commission recommended **denial** of the following portion of the applicant's amendment related to penalties and financial guarantee requirements which is shown underlined below. The justification for denial is due to the City already having a process in code enforcement that includes notice and orders that will stop work for any illegal activity, monetary penalties, and site restoration. In addition, the code proposed by the applicant is taken from existing critical areas regulation where disturbance to vegetation and nonsignificant trees are subject to penalties. Outside of

critical areas, the City does not regulate landscaping, vegetation, and nonsignificant trees.

Under the current Code (SMC 20.30.760), the City can issue a notice and order to correct a tree violation and failure to correct the Code violation in the manner prescribed by the notice and order subjects the person to civil penalties and costs:

- A. *Subject to the appeal provisions of SMC 20.30.790, a notice and order represents a determination that a Code Violation has occurred and that the cited person is a responsible party.*
- B. *Failure to correct the Code Violation in the manner prescribed by the notice and order subjects the person cited to any of the compliance remedies provided by this subchapter, including:*
 - 1. *Civil penalties and costs;*
 - 2. *Continued responsibility for abatement, remediation and/or mitigation;*
 - 3. *Permit suspension, revocation, modification and/or denial; and/or*
 - 4. *Costs of abatement by the City, according to the procedures described in this subchapter.*

A civil penalty for violation of the terms and conditions of a notice and order shall be imposed in the amount of \$500.00. Failure to comply with the notice and order after 14-days shall be 150 percent of the initial penalties, and the penalties for the next 14-day period and each such period or portion thereafter shall be double the amount of the initial penalties.

In addition, any responsible party who has committed a violation of the provisions of Chapter 20.50 SMC, General Development Standards (tree conservation, land clearing and site grading standards), or Chapter 20.80 SMC, Critical Areas, will not only be required to restore unlawfully removed trees or damaged critical areas, insofar as that is possible and beneficial, as determined by the Director, but will also be required to pay civil penalties for the redress of ecological, recreation, and economic values lost or damaged due to the violation.

Civil penalties for violations not located within critical areas and required buffers shall be an amount determined to be equivalent to the economic benefit that the responsible party derives from the violation measured as the total of the value received by the responsible party. This amount can be quite substantial as it calculates the economic value of the timber derived from the removed trees and also the economic value of placing additional structures on the site.

The Planning Commission agreed with staff that the current enforcement provisions of the Development Code adequately address monetary penalties and remediation of illegal removed trees.

5. Penalties. Any responsible party violating any of the provisions of this chapter may be subject to any applicable penalties per SMC 20.30.770 plus the following:

- a) A square footage cost of \$3.00 per square foot of impacted trees and vegetation at the development site; and a square footage cost of \$15.00 per square foot of impacted vegetation and trees at the development site in the MUR-35' and MUR-45' zones; and
- b) A per tree penalty in the amount of \$3,000 per non-Significant tree; \$9,000 per Significant tree; \$15,000 per Landmark tree; and, for trees removed at the development site without appropriate permitting as required and/or in violation of the provisions of this subchapter.

6. Financial guarantee requirements. Bonds and other financial guarantees, and associated performance agreements or maintenance/defect/monitoring agreements, shall be required for projects in the MUR-35' and MUR-45' zones with required mitigation or restoration of violation to trees and vegetation on a development site consistent with the following:

- a) A performance agreement and bond, or other acceptable financial guarantee, are required from the applicant when mitigation required pursuant to a development proposal is not completed prior to final permit approval, such as final plat approval or final building inspection. The amount of the performance bond(s) shall equal 125 percent of the cost of the mitigation project (after City mobilization is calculated).
- b) A maintenance/defect/monitoring agreement and bond, or other acceptable financial guarantee, are required to ensure the applicant's compliance with the conditions of the approved mitigation plan pursuant to a development proposal or restoration plan for remediation of a violation to trees and vegetation. The amount of the maintenance bond(s) shall equal 25 percent of the cost of the mitigation project (after City mobilization is calculated) in addition to the cost for monitoring for a minimum of five years. The monitoring portion of the financial guarantee may be reduced in proportion to work successfully completed over the period of the bond. The bonding period shall coincide with the monitoring period.

Amendment #C6 – Recommended for Denial

20.50.310 – Exemptions from permit

B. Partial Exemptions. With the exception of the general requirements listed in SMC 20.50.300, the following are exempt from the provisions of this subchapter, provided the development activity does not occur in a critical area or critical area buffer. For those exemptions that refer to size or number, the thresholds are cumulative during a 36-month period for any given parcel:

1. The removal of three Ssignificant trees on lots up to 7,200 square feet and one additional Ssignificant tree for every additional 7,200 square feet of lot area up to one acre and as follows:

<u>Maximum Number of Trees Exempted</u>	
<u>Less than 7,200 sq ft</u>	<u>3 trees</u>
<u>7,201 sq ft to 14,400 sq ft</u>	<u>4 trees</u>
<u>14,401 sq ft to 21,600 sq ft</u>	<u>5 trees</u>
<u>21,601 sq ft to 28,800 sq ft</u>	<u>6 trees</u>
<u>28,801 sq ft to 36,000 sq ft</u>	<u>7 trees</u>
<u>36,001 sq ft to 43,560 sq ft</u>	<u>8 trees</u>
<u>Maximum Number of Trees Exempted on One Acre to Twenty-Five Acres</u>	
<u>1 acre + 1 sq ft (43,561 sq ft) to 2 acres</u>	<u>9 trees</u>
<u>2 acres + 1 sq ft to 5 acres</u>	<u>10 trees</u>
<u>5 acres + 1 sq ft to 10 acres</u>	<u>20 trees</u>
<u>10 acres + 1 sq ft to 15 acres</u>	<u>30 trees</u>
<u>15 acres + 1 sq ft to 20 acres</u>	<u>40 trees</u>
<u>20 acres + 1 sq ft to 25 acres</u>	<u>50 trees</u>

Maximum removal of trees on all private properties more than 25 acres is 50 trees every 36 months.

2. The removal of any tree greater than 24 30 inches DBH or exceeding the numbers of trees specified in the table above, shall require a clearing and grading permit (SMC 20.50.320 through 20.50.370).

3. Landscape maintenance and alterations on any property that involve the clearing of less than 3,000 square feet, or less than 1,500 square feet if located in a special drainage area, provided the tree removal threshold listed above is not exceeded.

Justification – Justification provided by the TPCT – This revision to the existing code is to preserve, protect and maintain Shoreline’s urban tree canopy on all private properties where the majority percentage of its urban tree canopy is found. Larger properties of over an acre have more trees than average-sized single-family lots. Some of these tracts of land have long, wide belts of contiguous tree canopy coverage which undoubtedly provide habitat for our urban wildlife and havens for biodiversity. These extensive tree canopies are effective wind blocks, have enormous storage capacity of stormwater runoff, stabilize slopes and soil, and according to the U.S. Dept. of Agriculture, one acre of forest absorbs six tons of carbon dioxide and produces four tons of oxygen per year.

Preservation of these tracts of treed land is part of the sustainability of the environment in general and specifically for Shoreline residents. Revising this section of the Shoreline Municipal Code will send this message that it values and protects our natural urban tree canopy.

Protection and preservation of these properties will help ensure that there is no net loss of our tree canopy. Despite plantings of new trees to counter the removal of mature trees, there remains the effectiveness of a new tree versus a mature tree. The City should not only be replacing removed or lost trees, but it should also be combining replacement with the preservation of its mature trees. The two goals combined will produce no net loss as well as guarantee that Shoreline’s beloved tall tree skyline and other natural blessings will continue for future generations.

Recommendation – The Planning Commission recommends **denial** of this proposed amendment. SMC Section 20.50.310(B) was previously amended in January 2019 under Ordinance No. 850. The Planning Commission and Council agreed with staff at that time that tree removal should be equitable among all properties in Shoreline by allowing the removal of one significant tree for every 7,200 square feet after the first 7,200 square feet of lot area. The current regulations are equitable for all property owners whereas the proposed regulations are more restrictive for property owners with larger lots.

February 28th Council Discussion – During the February 28th Council discussion, Deputy Mayor Robertson expressed the desire to discuss this amendment further and possibly change the Commission’s recommendation of denial. Councilmember Roberts subsequently requested that amendatory language be prepared that would state that the removal of any tree greater than 24 inches dbh shall require a clearing and grading permit, which is proposed by the applicant in SMC 20.50.310(B)(2) above.

Amendatory Motion - If Council would like to reject the Planning Commission’s recommendation to deny SMC 20.50.310(B)(2) only, a Councilmember would need to move to modify the Planning Commission’s recommendation as follows:

“I move to reject the Planning Commission’s recommendation for denial of Batch Amendment No. C6 only in regard to SMC 20.50.310(B)(2) and to amend SMC 20.50.310(B)(2) to read as follows: The removal of any tree greater than 24 inches DBH shall require a clearing and grading permit (SMC 20.50.320 through 20.50.370).”

Amendment #C7 – Recommended for Approval**20.50.350 – Development standards for clearing activities**

- A. No trees or ground cover shall be removed from critical area or buffer unless the proposed activity is consistent with the critical area standards.
- B. Minimum Retention Requirements. All proposed development activities that are not exempt from the provisions of this subchapter shall meet the following:
1. At least ~~25~~ 20 percent of the ~~S~~significant trees on a given site shall be retained, excluding critical areas, and critical area buffers, or
 2. At least 30 percent of the significant trees on a given site (which may include critical areas and critical area buffers) shall be retained.

Justification – Justification provided by the TPCT – To meet the near future growth needs of the City, there must be a balance between development and the natural assets of the City through the thoughtful creation and implementation of balanced code regulations. Development is going to continue in Shoreline for decades. Therefore, it is imperative that a balance between the loss of existing citywide tree canopy and the proposed new developments in the city become a City priority. By using a graduated higher tree retention rate as proposed and providing optional incentives and adjustments, all Shoreline property owners can work with the City to achieve a necessary balance.

Recommendation – The Planning Commission recommends **approval** of this proposed amendment.

Amendment #C8 – Recommended for Approval**Exception 20.50.350(B)(1) – Significant Tree Retention**

Exception 20.50.350(B):

1. The Director may ~~allow a~~ waive or reduction, in the minimum significant tree retention percentage to facilitate preservation of a greater number of smaller trees, a cluster or grove of trees, contiguous perimeter buffers, distinctive skyline features, or based on the City's concurrence with a written recommendation of an arborist certified by the International Society of Arboriculture or by the American Society of Consulting Arborists as a registered consulting arborist that retention of the minimum percentage of trees is not advisable on an individual site; or
2. In addition, the Director may waive or reduce ~~allow a reduction in~~ the minimum significant tree retention percentage if all of the following criteria are satisfied: The exception is necessary because:

- *There are special circumstances related to the size, shape, topography, location or surroundings of the subject property.*
- *Strict compliance with the provisions of this Code may jeopardize reasonable use of property.*
- *Proposed vegetation removal, replacement, and any mitigation measures are consistent with the purpose and intent of the regulations.*
- *The granting of the exception or standard reduction will not be detrimental to the public welfare or injurious to other property in the vicinity.*

3. If an exception is granted to this standard, the applicant shall still be required to meet the basic tree replacement standards identified in SMC 20.50.360 for all significant trees removed beyond the minimum allowed per parcel without replacement and up to the maximum that would ordinarily be allowed under SMC 20.50.350(B).

Justification – This is a *staff proposed amendment* to allow the Director to waive or reduce the minimum significant tree retention percentage to facilitate several other priorities such as preservation of a greater number of smaller trees, landmark trees, recommendations by a certified arborist, perimeter buffers, or other tree preservation goals. Currently, the code allows the Director to reduce the minimum number of significant trees that must be retained but does not allow a full waiver. This lack of discretion by the Director has led to problems for certain homeowners that need to remove a tree that is causing structure and utility damage. If the tree is causing damage, and the tree is the only significant tree onsite, then the Director does not have the authority to approve the removal of that tree.

Recommendation – The Planning Commission recommends **approval** of this proposed amendment to provide the Director the authority to allow a homeowner to remove a significant tree that is causing property damage and reasonable use of their property.

February 28th Council Discussion – During the February 28th Council discussion, Mayor Scully and Councilmember Roberts expressed concern with allowing the Director the authority to completely waive tree retention requirements. Councilmember Roberts also asked when the Planning Director uses the authority to reduce or waive the number of retained trees, does it remove trees from any requirement to replace those trees on or off site.

This provision is currently in the Development Code. Not only is tree replacement still required when an exception has been made by the Director, the replacement ratio and replacement tree size is also increased. See language below -

1 .SMC 20.50.350(B) Exception (3) - If an exception is granted to this standard, the applicant shall still be required to meet the basic tree replacement standards identified in SMC [20.50.360](#) for all significant trees removed beyond the minimum allowed per parcel without replacement and up to the maximum that would ordinarily be allowed under SMC [20.50.350\(B\)](#).

2.SMC 20.50.350(B) Exception (4) - In addition, the applicant shall be required to plant four trees for each significant tree removed that would otherwise count towards the minimum retention percentage. Trees replaced under this provision shall be at least 12 feet high for conifers and three inches in caliper if otherwise. This provision may be waived by the Director for restoration enhancement projects conducted under an approved vegetation management plan.

Amendatory Motion - If Council would like to reject the Planning Commission's recommendation to deny Batch Development Code Amendment No. C8, a Councilmember would need to move to modify the Planning Commission's recommendation as follows:

I move to reject the Planning Commission's recommendation for Batch Amendment No. C8 and deny the amendment.

Amendment #C9 – Recommended for Denial

Exception 20.50.360 – Tree replacement and site restoration

20.50.360 Tree replacement and site restoration.

A. Plans Required. Prior to any tree removal, the applicant shall demonstrate through a clearing and grading plan, tree retention and planting plan, landscape plan, critical area report, mitigation or restoration plans, or other plans acceptable to the Director that tree replacement will meet the minimum standards of this section. Plans shall be prepared by a qualified person or persons at the applicant's expense. Third party review of plans, if required, shall be at the applicant's expense.

B. The City may require the applicant to relocate or replace trees, shrubs, and ground covers, provide erosion control methods, hydroseed exposed slopes, or otherwise protect and restore the site as determined by the Director.

C. Replacement Required. Trees removed under the partial exemption in SMC 20.50.310(B)(1) may be removed per parcel with no replacement of trees required. Any significant tree proposed for removal beyond this limit should be replaced as follows:

1. One existing significant tree of eight inches in diameter at breast height for conifers or 12 inches in diameter at breast height for all others equals one new tree.
2. Each additional three inches in diameter at breast height equals one additional new tree, up to three trees per significant tree removed.
3. Minimum size requirements for replacement trees under this provision: Deciduous trees shall be at least 1.5 inches in caliper and evergreens six feet in height.

Exception 20.50.360(C):

a. No tree replacement is required when the tree is proposed for relocation to another suitable planting site; provided, that relocation complies with the standards of this section.

b. To the extent feasible, all replacement trees shall be replaced on-site. When an applicant demonstrates that the project site cannot feasibly accommodate all of the required replacement trees on-site, the Director may allow the payment of a fee in lieu of tree replacement at the rate set forth in SMC 3.01 Fee Schedule, ~~for replacement trees or a combination of reduction in the minimum number of replacement trees required and payment of the fee in lieu of replacement at the rate set forth in SMC 3.01 Fee Schedule if all of the following criteria are satisfied:~~

~~i. There are special circumstances related to the size, shape, topography, location or surroundings of the subject property~~

~~ii. Strict compliance with the provisions of this Code may jeopardize reasonable use of property.~~

~~iii. Proposed vegetation removal, replacement, and any mitigation measures are consistent with the purpose and intent of the regulations.~~

~~iv. The granting of the exception or standard reduction will not be detrimental to the public welfare or injurious to other property in the vicinity.~~

c. The Director may waive this provision for site restoration or enhancement projects conducted under an approved vegetation management plan.

d. Replacement of significant tree(s) approved for removal pursuant to Exception SMC 20.50.350(B)(5) is not required.

4. Replacement trees required for the Lynnwood Link Extension project shall be native conifer and deciduous trees proportional to the number and type of trees removed for construction, unless as part of the plan required in subsection A of this section the qualified professional demonstrates that a native conifer is not likely to survive in a specific location.

5. Tree replacement where tree removal is necessary on adjoining properties to meet requirements in SMC 20.50.350(D) or as a part of the development shall be at the same ratios in subsections (C)(1), (2), and (3) of this section with a minimum tree size of eight feet in height. Any tree for which replacement is required in connection with the construction of a light rail system/facility, regardless of its location, may be replaced on the project site.

6. Tree replacement related to development of a light rail transit system/facility must comply with this subsection C.

D. The Director may require that a portion of the replacement trees be native species in order to restore or enhance the site to predevelopment character.

E. The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock.

F. Replacement of removed trees with appropriate native trees at a ratio consistent with subsection C of this section, or as determined by the Director based on recommendations in a critical area report, will be required in critical areas.

G. The Director may consider smaller-sized replacement plants if the applicant can demonstrate that smaller plants are more suited to the species, site conditions, and to the purposes of this subchapter, and are planted in sufficient quantities to meet the intent of this subchapter.

H. All required replacement trees and relocated trees shown on an approved permit shall be maintained in healthy condition by the property owner throughout the life of the project, unless otherwise approved by the Director in a subsequent permit.

I. Where development activity has occurred that does not comply with the requirements of this subchapter, the requirements of any other section of the Shoreline Development Code, or approved permit conditions, the Director may require the site to be restored to as near pre-project original condition as possible. Such restoration shall be determined by the Director and may include, but shall not be limited to, the following:

1. Filling, stabilizing and landscaping with vegetation similar to that which was removed, cut or filled;
2. Planting and maintenance of trees of a size and number that will reasonably assure survival and that replace functions and values of removed trees; and
3. Reseeding and landscaping with vegetation similar to that which was removed, in areas without significant trees where bare ground exists.

J. Significant trees which would otherwise be retained, but which were unlawfully removed, or damaged, or destroyed through some fault of the applicant or their representatives shall be replaced in a manner determined by the Director.

K. Nonsignificant trees which are required to be retained as a condition of permit approval, but are unlawfully removed, damaged, or destroyed through some fault of the applicant, representatives of the applicant, or the property owner(s), shall be replaced at a ratio of three to one. Minimum size requirements for replacement trees are deciduous trees at least 1.5 inches in caliper and evergreen trees at least six feet in height.

Justification – Justification provided by the TPCT – The TPCT recommends Exception SMC 20.50.360(C)(b) be revised and simplified to state that the property owner or developer can replace the trees on-site or pay the fee-in-lieu of tree replacement to the dedicated tree fund if trees cannot be replaced on-site. This revision guarantees that

when there is a tree replacement decision to be made there is a fair basis for the property owner or the developer/owner.

The current code states that the Director may allow a “reduction in the minimum replacement trees required” which means tree replacement relies solely on the decision of the Director rather than a fair and equitable code regarding the replacement of trees. The public’s perception is that the Director has the discretionary option to waive the minimum number of trees to be replaced.

In addition, sub-items “i”, “ii”, “iii”, and “iv” of Exception 20.50.360(C)(b) are eliminated since these sub-items would be irrelevant and burdensome to the property owner or the developer/owner and are unnecessary to the proposed code amendment.

Furthermore, the current code, as revised on 12/7/20, does not guarantee replacement trees or fee-in-lieu to ensure “net zero loss” of Shoreline’s tree canopy, a stated goal by the City Council.

Recommendation – The Planning Commission recommends **denial** of this proposed amendment. As stated by the TPCT, Council recently amended this section to allow the Director the flexibility to reduce the number of replacement trees if the applicant pays the fee-in-lieu for the trees unable to be replanted on site. The reasons for the inability to replant trees vary across the city but usually is based on the arborists recommendation that the replacement trees will not survive based on building and site conditions. In these circumstances, the Director should have the flexibility to reduce the number of replacement trees and charge the applicant a fee-in-lieu for those trees so the city can replant or maintain trees at alternative locations adding and maintaining to the City’s urban tree canopy.

Amendment #C10 – Recommended for Approval

20.50.370 Tree protection standards.

The following protection ~~measures~~ guidelines shall be imposed for all trees to be retained on site or on adjoining property, to the extent off-site trees are subject to the tree protection provisions of this chapter, during the construction process:

A. All required tree protection measures shall be shown on the tree protection and replacement plan, clearing and grading plan, or other plan submitted to meet the requirements of this subchapter. Tree protection shall remain in place for the duration of the permit unless earlier removal is addressed through construction sequencing on approved plans.

B. ~~Tree dripline areas or~~ Critical root zones (tree protection zone) as defined by the International Society of Arboriculture shall be protected. No development, fill, excavation, construction materials, equipment staging, or traffic shall be allowed in the Critical Root Zone ~~dripline areas~~ of trees that are to be retained.

C. Prior to any land disturbance, temporary construction fences must be placed around the ~~dripline of trees~~ tree protection zone to be preserved. If a cluster of trees is proposed for retention, the barrier shall be placed around the edge formed by the drip lines of the trees to be retained. Tree protection shall remain in place for the duration of the permit unless earlier removal is addressed through construction sequencing on approved plans.

D. Tree protection barriers shall be a minimum of ~~four~~ six feet high, constructed of chain link, ~~or polyethylene laminar safety fencing~~ or similar material, subject to approval by the Director. "Tree Protection Area" signs shall be posted visibly on all sides of the fenced areas. On large or multiple-project sites, the Director may also require that signs requesting subcontractor cooperation and compliance with tree protection standards be posted at site entrances.

E. If any construction work needs to be performed inside either the tree drip line, critical root zone, and/or the inner critical root zone, the project arborist will be on site to supervise the work. When excavation must occur within or near the Critical Root Zone, any found roots of 3" or greater in diameter will be cleanly cut to the edge of the trench to avoid ripping of the root.

~~F. E.~~ Where tree protection zones are remote from areas of land disturbance, and where approved by the Director, alternative forms of tree protection may be used in lieu of tree protection barriers; provided, that protected trees are completely surrounded with continuous rope or flagging and are accompanied by "Tree Leave Area – Keep Out" signs.

~~G. F.~~ Rock walls shall be constructed around the tree, equal to the dripline, when existing grade levels are lowered or raised by the proposed grading.

~~H. G.~~ Retain small trees, bushes, and understory plants within the tree protection zone, unless the plant is identified as a regulated noxious weed, a non-regulated noxious weed, or a weed of concern by the King County Noxious Weed Control Board.

I. H. Preventative Measures Mitigation. In addition to the above minimum tree protection measures, the applicant ~~should~~ shall support tree protection efforts by employing, as appropriate, the following preventative measures, consistent with best management practices for maintaining the health of the tree:

1. Pruning of visible deadwood on trees to be protected or relocated;
- ~~2. Application of fertilizer to enhance the vigor of stressed trees;~~
- ~~3. Use of soil amendments and soil aeration in tree protection and planting areas;~~
1. 4. Mulching with a layer of 4" to 5" of wood chips in the ~~over tree~~ critical root zones of retained trees drip-line areas; and
2. 5. Ensuring 1" of irrigation or rainfall per week ~~proper watering~~ during and immediately after construction and from early May through September until reliable rainfall occurs in the fall ~~throughout the first growing season after construction.~~

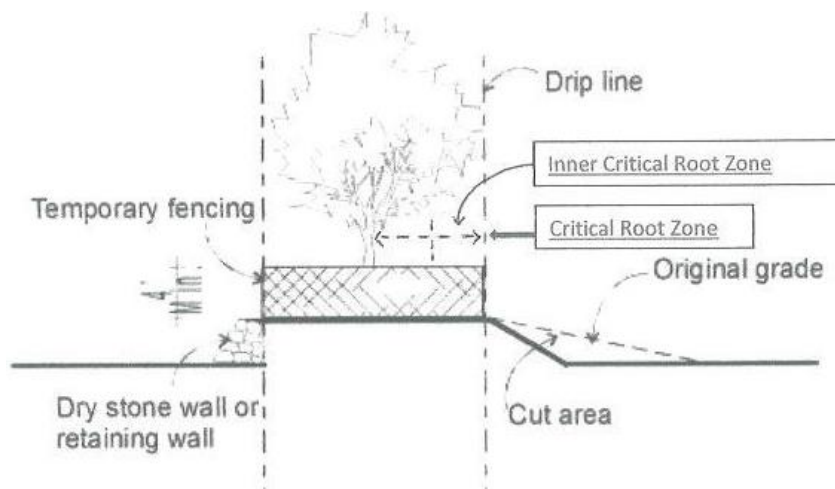


Figure 20.50.370: Illustration of standard techniques used to protect trees during construction.

Exception 20.50.370:

The Director may waive certain protection requirements, allow alternative methods, or require additional protection measures based on concurrence with the recommendation of a certified arborist deemed acceptable to the City.

Justification - Justification provided by the TPCT – Since trees serve many purposes and provide benefits to our community, saving and protecting them is part of good urban forestry management. As a retired tree care company owner and current consulting arborist, I have witnessed preventable incidents of lack of, mistreatment and misunderstanding about protecting trees. When the City approves the retention of certain trees on private land in a tree protection plan, it is essentially a contract between the property owner/developer and the City that should be observed as well as executed in a good workmanlike manner. Providing step-by-step measures as my proposed revisions do in the mitigation section gives all the parties clear and timely instructions in the event of an injury to a living tree. I believe my proposed revisions, additions, and expansion of SMC 20.50.370 Tree Protection Standards will clarify for the property owner/developer on a construction site the best management practice that need to be implemented to improve and safeguard the survival of the designated trees to be retained during such construction period.

Recommendation – The Planning Commission recommends **approval** of this proposed amendment.

RESOURCE/FINANCIAL IMPACT

The proposed Development Code amendments will not have a direct financial impact to the City.

RECOMMENDATION

The Planning Commission has recommended adoption of the proposed amendments in Ordinance No. 955.

ATTACHMENTS

Attachment A – Proposed Ordinance No. 955

Attachment A, Exhibit A – Planning Commission Recommended Chapter 20.20 and
20.50 Tree Related Batch Development Code Amendments

Attachment B – February 3, 2022 Memorandum to the City Council from the Shoreline
Planning Commission

ORDINANCE NO. 955

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON AMENDING CERTAIN SECTIONS OF THE SHORELINE MUNICIPAL CODE TITLE 20, THE UNIFIED DEVELOPMENT CODE, REPRESENTING GROUP C OF PART TWO OF THE 2021 DEVELOPMENT CODE BATCH AMENDMENTS IN RESPONSE TO CITIZEN PROPOSALS FOR AMENDMENTS TO THE CITY'S TREE REGULATIONS.

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

WHEREAS, Shoreline Municipal Code (SMC) Title 20, sets forth the City's Unified Development Code; and

WHEREAS, the 2021 Development Code Amendments are being processed in multiple batches with the first batch adopted by Ordinance No. 930 on May 3, 2021; and

WHEREAS, the second batch is comprised of three (3) groups: Group A are general administrative corrections, procedural changes, clarifying language, and codification of administrative orders; Group B are amendments to the administration and procedural aspect of SEPA; and Group C are primarily privately-initiated amendments to the City's tree regulations; and

WHEREAS, on July 15, 2021, August 5, 2021, October 7, 2021, November 18, 2021, December 2, 2021, and January 6, 2022, the City of Shoreline Planning Commission reviewed the proposed amendments; on February 3, 2022, the Planning Commission held a public hearing on the proposed amendments so as to receive public testimony; and

WHEREAS, at the conclusion of public hearing, the City of Shoreline Planning Commission voted that the proposed amendments, as presented by Staff and amended by the Planning Commission, be approved by the City Council; and

WHEREAS, on February 28, 2022, March 7, 2022, and March 21, 2022, the City Council held study sessions on the proposed amendments and determined to consider Group C, the proposed amendments to the tree regulations in isolation; and

WHEREAS, pursuant to RCW 36.70A.370, the City has utilized the process established by the Washington State Attorney General so as to assure the protection of private property rights; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with a 60-day notice of its intent to adopt the amendment(s) to its Unified Development Code; and

WHEREAS, the environmental impacts of the amendments to the amendments resulted in the issuance of a Determination of Non-Significance (DNS) on September 30, 2021; and

WHEREAS, the City provided public notice of the amendments and the public hearing as provided in SMC 20.30.070; and

WHEREAS, the City Council has considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation and has determined that the amendments to Title 20 are consistent with and implement the Shoreline Comprehensive Plan and serves the purpose of the Unified Development Code as set forth in SMC 20.10.020;

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

Section 1. Amendments. Unified Development Code. Title 20 of the Shoreline Municipal Code, Unified Development Code, is amended as set forth in Exhibit A to this Ordinance.

Section 2. Transmittal of Amendments to Washington State Department of Commerce. Pursuant to RCW 36.70A.106, the Director of Planning and Community Development, or designee, is directed to transmit a complete and accurate copy of this Ordinance and Exhibit A to the Washington State Department of Commerce within ten (10) calendar days of the date of passage of this Ordinance.

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

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

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

PASSED BY THE CITY COUNCIL ON MARCH 21, 2022

Keith Scully, 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

Shoreline Municipal Code Chapter 20.20 Amendments

20.20.014 – C definitions

Critical Root Zone (CRZ) The area, as defined by the International Society of Arboriculture (ISA), equal to one-foot radius from the base of the tree’s trunk for each one inch of the tree’s diameter at 4.5 feet above grade (referred to as diameter at breast height). Example: A 24-inch diameter tree would have a critical root zone radius (CRZ) of 24 feet. The total protection zone, including trunk, would be 50 feet in diameter. This area is also called the Tree Protection Zone (TPZ). The CRZ area is not synonymous with the dripline.

Critical Root Zone, Inner The area, as defined by the International Society of Arboriculture (ISA), encircling the base of a tree equal to one-half the diameter of the critical root zone. This area may also be referred to as the interior critical root zone. Disturbance of this area would cause significant impact to the tree, potentially life threatening, and would require maximum post-damage treatment to retain the tree.

20.20.048 – T definitions

Tree Canopy ~~The total area of the tree or trees where the leaves and outermost branches extend,~~
also known as the “dripline.” uppermost layer of the tree or group of trees are formed by the leaves and branches of dominant tree crowns.

Tree, Hazardous A tree that is either dead, permanently damaged and/or is continuing in declining health or is so affected by a significant structural defect or disease that falling or failure appears imminent, or a tree that impedes safe vision or traffic flow, or that otherwise currently poses a threat to life or property.

Tree, Any healthy tree over ~~24~~ 30 inches in diameter at breast height (dbh) that is
Landmark worthy of long-term protection due to a unique combination of ~~or any tree that is particularly impressive or unusual due to its size, shape, age, location, aesthetic quality for its species~~ historical significant or any other trait that epitomizes the character of the species, and/or has cultural, historic or ecological importance or ~~that~~ is a regional erratic. Long term protection and recognition of any landmark tree may be obtained through the Landmark Tree Designation program as detailed in SMC 20.50.350(F).

20.20.050 – U definitions

Urban Forest All trees within the city limits and the various ecosystem components that accompany these trees (soils, understory flora, diverse species, and habitats) under any public or private ownership and land use type, developed or undeveloped. This includes public parks, city streets, private yards and shared residential spaces, community spaces (such as libraries) and commercial and government property.

Urban Tree Canopy From an aerial view during summer, the percentage of ground that is obscured from view by trees.

Shoreline Municipal Code Chapter 20.50 Amendments

20.50.290 – Purpose

The purpose of this subchapter is to reduce environmental impacts including impacts on existing significant and landmark trees ~~of~~ during site development while promoting the reasonable use of land in the City by addressing the following:

A. Prevention of damage to property, harm to persons, and environmental impacts caused by excavations, fills, and the destabilization of soils;

B. Protection of water quality from the adverse impacts associated with erosion and sedimentation;

C. Promotion of building and site planning practices that are consistent with the City's natural topography and vegetative cover.

D. Preservation and enhancement of trees and vegetation which contribute to the visual quality and economic value of development; provide habitat for birds and other wildlife; protect

biodiversity; lower ambient temperatures; and store carbon dioxide and releasing oxygen, thus helping reduce air pollution in the City and provide continuity and screening between developments. Preserving and protecting viable healthy significant existing trees and the urban mature tree canopy shall be encouraged instead of removal and replacement;

E. Protection of critical areas from the impacts of clearing and grading activities;

F. Conservation and restoration of trees and vegetative cover to reduce flooding, the impacts on existing drainageways, and the need for additional stormwater management facilities;

G. Protection of anadromous fish and other native animal and plant species through performance-based regulation of clearing and grading;

H. Retain tree clusters for the abatement of noise, wind protection, and mitigation of air pollution.

I. Rewarding significant tree protection efforts by property owners and developers by granting flexibility for certain other development requirements;

Staff recommends the language proposed by the applicant.

J. Providing measures to protect trees that may be impacted during construction;

K. Promotion of prompt development, effective erosion control, and restoration of property following site development; and

L. Replacement of trees removed during site development in order to achieve a goal of no net loss of tree cover throughout the City over time.

20.50.300 – General Requirements

A. Tree cutting or removal by any means is considered a type of clearing and is regulated subject to the limitations and provisions of this subchapter.

B. All land clearing and site grading shall comply with all standards and requirements adopted by the City of Shoreline. Where a Development Code section or related manual or guide contains a provision that is more restrictive or specific than those detailed in this subchapter, the more restrictive provision shall apply.

C. Permit Required. No person shall conduct clearing or grading activities on a site without first obtaining the appropriate permit approved by the Director, unless specifically exempted by SMC 20.50.310.

D. When clearing or grading is planned in conjunction with development that is not exempt from the provisions of this subchapter, all of the required application materials for approval of tree removal, clearing and rough grading of the site shall accompany the development application to allow concurrent review.

E. A clearing and grading permit may be issued for developed land if the regulated activity is not associated with another development application on the site that requires a permit.

F. Replacement trees planted under the requirements of this subchapter on any parcel in the City of Shoreline shall be regulated as protected trees under SMC 20.50.330(D).

G. Any disturbance to vegetation within critical areas and their corresponding buffers is subject to the procedures and standards contained within the critical areas chapter of the Shoreline Development Code, Chapter 20.80 SMC, Critical Areas, in addition to the standards of this subchapter. The standards which result in the greatest protection of the critical areas shall apply.

H. In addition to Subsections A to G, for new development in the R-8, R-12, R-18, R-24, R-48, TC-4, MUR-35', and MUR-45' zoning districts, the following standards shall also apply:

1. Best Management Practices. All allowed activities shall be conducted using the best management practices resulting in no damage to the trees and vegetation required for retention at the development site. Best management practices shall be used for tree and vegetation protection, construction management, erosion and sedimentation control, water quality protection, and regulation of chemical applications. The City shall require the use of best management practices to ensure that activity does not result in degradation to the trees and vegetation required for retention at the development site. Any damage to, or alteration of trees and vegetation required to be retained at the development site shall be restored, rehabilitated, or replaced at the responsible party's expense.

2. Unauthorized development site violations: stop work order. When trees and vegetation on a development site have been altered in violation of this subchapter, the City shall have the authority to issue a stop work order to cease all development, and order restoration measures at the owner's or other responsible party's expense to remediate the impacts of the violation of the provisions of this subchapter.

3. Requirement for Restoration Plan. All development shall remain stopped until a restoration plan for impacted trees and vegetation is prepared by the responsible party and an approved permit or permit revision is issued by the City. Such a plan shall be prepared by a qualified professional. The Director of Planning may, at the responsible party's expense, seek expert advice, including but not limited to third party review by a qualified professional under contract with or employed by the City, in determining if the plan meets performance standards for restoration in SMC 20.50.360 Tree replacement and site restoration.

4. Site Investigation. The Director of Planning is authorized to take such actions as are necessary to enforce this subchapter. The Director shall present proper credentials and obtain permission before entering onto private property.

- A. No trees or ground cover shall be removed from critical area or buffer unless the proposed activity is consistent with the critical area standards.
- B. Minimum Retention Requirements. All proposed development activities that are not exempt from the provisions of this subchapter shall meet the following:
1. At least ~~25~~ 20 percent of the ~~S~~significant trees on a given site shall be retained, excluding critical areas, and critical area buffers, or
 2. At least 30 percent of the significant trees on a given site (which may include critical areas and critical area buffers) shall be retained.

Exception 20.50.350(B)(1) – Significant Tree Retention

Exception 20.50.350(B):

1. The Director may ~~allow a waive or reduction,~~ in the minimum significant tree retention percentage to facilitate preservation of a greater number of smaller trees, a cluster or grove of trees, contiguous perimeter buffers, distinctive skyline features, or based on the City's concurrence with a written recommendation of an arborist certified by the International Society of Arboriculture or by the American Society of Consulting Arborists as a registered consulting arborist that retention of the minimum percentage of trees is not advisable on an individual site; or
2. In addition, the Director may ~~waive or reduce~~ ~~allow a reduction in~~ the minimum significant tree retention percentage if all of the following criteria are satisfied: The exception is necessary because:
 - *There are special circumstances related to the size, shape, topography, location or surroundings of the subject property.*
 - *Strict compliance with the provisions of this Code may jeopardize reasonable use of property.*
 - *Proposed vegetation removal, replacement, and any mitigation measures are consistent with the purpose and intent of the regulations.*
 - *The granting of the exception or standard reduction will not be detrimental to the public welfare or injurious to other property in the vicinity.*
3. If an exception is granted to this standard, the applicant shall still be required to meet the basic tree replacement standards identified in SMC 20.50.360 for all significant trees removed beyond the minimum allowed per parcel without replacement and up to the maximum that would ordinarily be allowed under SMC 20.50.350(B).

20.50.370 Tree protection standards.

The following protection ~~measures~~ guidelines shall be imposed for all trees to be retained on site or on adjoining property, to the extent off-site trees are subject to the tree protection provisions of this chapter, during the construction process:

A. All required tree protection measures shall be shown on the tree protection and replacement plan, clearing and grading plan, or other plan submitted to meet the requirements of this subchapter. Tree protection shall remain in place for the duration of the permit unless earlier removal is addressed through construction sequencing on approved plans.

B. ~~Tree dripline areas or~~ Critical root zones (tree protection zone) as defined by the International Society of Arboriculture shall be protected. No development, fill, excavation, construction materials, equipment staging, or traffic shall be allowed in the Critical Root Zone dripline areas of trees that are to be retained.

C. Prior to any land disturbance, temporary construction fences must be placed around the ~~dripline of trees~~ tree protection zone to be preserved. If a cluster of trees is proposed for retention, the barrier shall be placed around the edge formed by the drip lines of the trees to be retained. Tree protection shall remain in place for the duration of the permit unless earlier removal is addressed through construction sequencing on approved plans.

D. Tree protection barriers shall be a minimum of ~~four~~ six feet high, constructed of chain link, ~~or polyethylene laminar safety fencing~~ or similar material, subject to approval by the Director. "Tree Protection Area" signs shall be posted visibly on all sides of the fenced areas. On large or multiple-project sites, the Director may also require that signs requesting subcontractor cooperation and compliance with tree protection standards be posted at site entrances.

E. If any construction work needs to be performed inside either the tree drip line, critical root zone, and/or the inner critical root zone, the project arborist will be on site to supervise the work. When excavation must occur within or near the Critical Root Zone, any found roots of 3" or greater in diameter will be cleanly cut to the edge of the trench to avoid ripping of the root.

~~F. E.~~ Where tree protection zones are remote from areas of land disturbance, and where approved by the Director, alternative forms of tree protection may be used in lieu of tree protection barriers; provided, that protected trees are completely surrounded with continuous rope or flagging and are accompanied by "Tree Leave Area – Keep Out" signs.

~~G. F.~~ Rock walls shall be constructed around the tree, equal to the dripline, when existing grade levels are lowered or raised by the proposed grading.

~~H. G.~~ Retain small trees, bushes, and understory plants within the tree protection zone, unless the plant is identified as a regulated noxious weed, a non-regulated noxious weed, or a weed of concern by the King County Noxious Weed Control Board.

I. H. Preventative ~~Measures~~ Mitigation. In addition to the above minimum tree protection measures, the applicant ~~should~~ shall support tree protection efforts by employing, as appropriate, the following preventative measures, consistent with best management practices for maintaining the health of the tree:

1. Pruning of visible deadwood on trees to be protected or relocated;

- ~~2. Application of fertilizer to enhance the vigor of stressed trees;~~
- ~~3. Use of soil amendments and soil aeration in tree protection and planting areas;~~
- 2. 4. Mulching with a layer of 4" to 5" of wood chips in the over tree critical root zones of retained trees drip line areas; and

- 3. 5. Ensuring 1" of irrigation or rainfall per week proper watering during and immediately after construction and from early May through September until reliable rainfall occurs in the fall throughout the first growing season after construction.

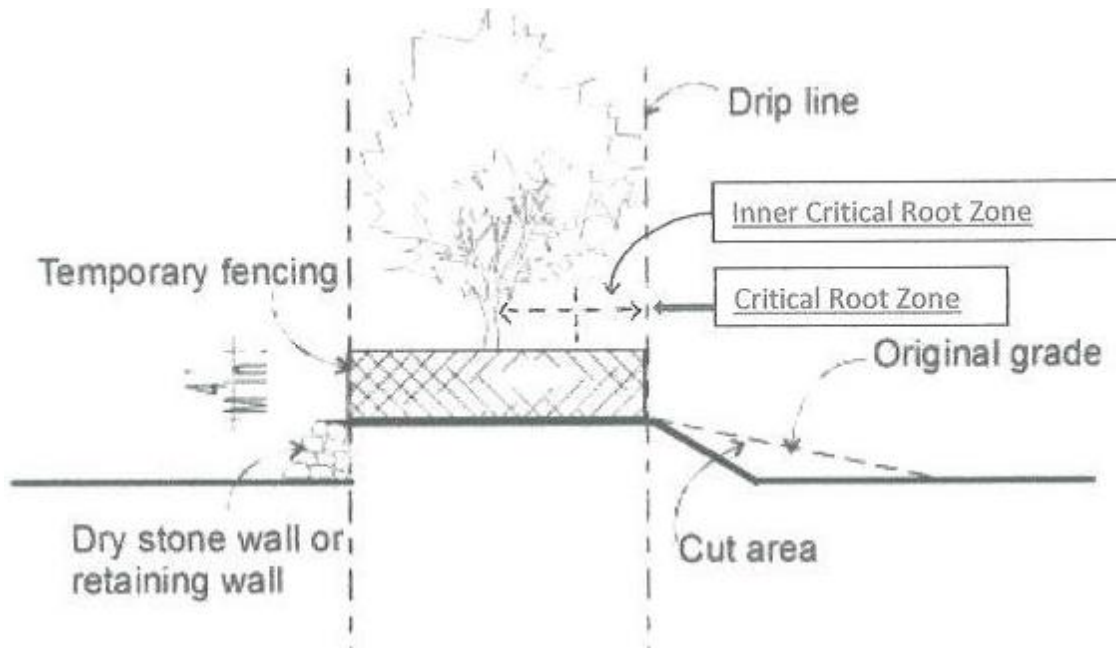


Figure 20.50.370: Illustration of standard techniques used to protect trees during construction.

Exception 20.50.370:

The Director may waive certain protection requirements, allow alternative methods, or require additional protection measures based on concurrence with the recommendation of a certified arborist deemed acceptable to the City.



TO: Honorable Members of the Shoreline City Council

FROM: Pam Sager, Chair
Shoreline Planning Commission

DATE: February 4, 2022

RE: 2021 Development Code Amendments – Batch #2

The Shoreline Planning Commission has completed its review of the proposed amendments to the Shoreline Municipal Code that are contained in Batch #2. These amendments were presented into three (3) sections: (1) miscellaneous amendments proposed by Planning Staff to provide clarity and efficient administration, (2) updates to the procedures and administration of SEPA proposed by Staff, and (3) modifications to regulations affecting the protection and preservation of trees proposed primarily by a citizen group named the Tree Preservation Code Team.

The Planning Commission started discussing the proposed amendments on July 15, 2021 and held subsequent study sessions on August 5, 2021, October 7, 2021, November 18, 2021, December 2, 2021, and January 6, 2022. A public hearing was held on February 3, 2022. As noted above, the Planning Commission considered these amendments in three (3) sections. For the Miscellaneous Amendments and for the SEPA Amendments, the Planning Commission recommended approval of those amendments as presented by Planning Staff with a vote of 5-0.

The amendments to the City's tree protection and preservation regulations were comprised of 11 privately-initiated amendments and one (1) proposed by Planning Staff. After one (1) private amendment was withdrawn, Planning Staff recommended approval or approval as modified by Planning Staff for eight (8) of the proposed amendments and recommended denial for three (3) proposed amendments. These amendments were subject to extensive public comment. The Planning Commission gave consideration to each of these proposed amendments, approved modifications to the amendments that Staff recommendation approval, and with a vote of 4-1, recommended approval of the amendments as modified by the Planning Commission. With these amendments, the Planning Commission believes that the City of Shoreline is aligning with a variety of cities that are utilizing tree protection and preservation as a method to fight climate change.

In consideration of the City Planning Staff's recommendations, extensive written and oral public testimony, the Planning Commission respectfully recommends that the City Council adopt the proposed amendments as attached to this recommendation. However, with this recommendation the Planning Commission encourages the City Council to direct Planning Staff to further refine these regulations by engaging in additional study of the issues surrounding protection and preservation of trees, including smaller trees and additional counterbalancing incentives, with a holistic approach that engages all stakeholder interests and balances those interests in the future.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Resolution No. 488 Approving the Relocation Plan and City Manager Property Acquisition Authority, and Ordinance No. 957 Authorizing the Use of Eminent Domain for Acquisition of Certain Real Properties to Construct the State Route 523 (N/NE 145th Street) & I-5 Interchange Project
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The State Route 523 (N/NE 145th Street) & Interstate-5 (I-5) Interchange Project, hereinafter referred to as the 145th Street Interchange Project, has an ambitious schedule to be completed prior to the Shoreline South/148th Station opening with light rail service in 2024. The 145th Street Interchange Project is entering the right-of-way (ROW) acquisition phase. Property appraisals are underway, and settlement offers and negotiations with property owners will begin soon. This capital improvement project will provide a citywide benefit by improving safety and mobility along this corridor and connecting to light rail access.

Currently, the City Manager has property acquisition and relocation claims authority up to \$50,000 under Shoreline Municipal Code (SMC) Section 2.60.090. The SMC allows for project specific adjustments in these acquisition policies. In order to keep the ROW process moving in a timely manner for the 145th Interchange Project, staff is requesting that the City Council take action on proposed Resolution No. 488, which is project specific.

Proposed Resolution No. 488 increases the City Manager’s signing authority to \$1 million for property acquisition for the 145th Street Interchange Project. Additionally, it approves the Relocation Plan that authorizes the City Manager to approve documented relocation claims up to the limits prescribed by federal or state law regardless of amount.

Eminent domain is a power granted to political subdivisions, such as the City of Shoreline, through RCW 8.12 to acquire private property for a public use. City staff requests Council to consider moving forward with an eminent domain ordinance as a precautionary step to keep the project on schedule. City staff have included all the acquisition properties in the City of Shoreline (both partial and full acquisitions) as part of the ordinance. In the event a settlement agreement cannot be reached with a

property owner, eminent domain is the next step. Passage of this ordinance authorizes the City Manager or designee to proceed with eminent domain in the event the negotiations with any specific property owner reaches an impasse.

Proposed Ordinance No. 957 gives the City authority to move forward with the use of eminent domain on certain real properties affected by the 145th Interchange Project. This does not mean that eminent domain will be used. The project team will continue negotiations as normal with every property owner if this ordinance is adopted. No eminent domain petition will be filed on any property until negotiation efforts have truly been exhausted.

Tonight, Council is scheduled to discuss and provide feedback on proposed Resolution No. 488 and proposed Ordinance No. 957. Council is currently scheduled to take action on these two items on April 4, 2022.

RESOURCE/FINANCIAL IMPACT:

The 145th Street Interchange Project has sufficient funds for property acquisition, this resolution and ordinance do not negatively impact the project funding or financial impact.

Proposed Resolution No. 488 impacts project resources and costs in two primary ways:

1. It reduces staff time needed to prepare staff reports and present property specific acquisitions or relocation to Council for approval.
2. In saving time in approving acquisitions, it reduces the likelihood of property costs increasing while staff receives Council approval.

Property values are professionally determined under contract with a Washington State Department of Transportation (WSDOT)-approved ROW consultant and are not affected by this proposed Resolution. All properties over \$25,000 are appraised by an independent firm, then that appraisal is reviewed by a second independent firm. Offers are subject to WSDOT review. Since the City does not have a real estate division and staff with the expertise for property acquisition, the City is required to use a ROW consultant as approved by WSDOT. This ROW consultant prepares offers based on appraisals and federal regulations on the City's behalf. The ROW expert also provides guidance on relocation claims submitted to the City citing appropriate code.

Proposed Ordinance No. 957 does not in itself affect the settlement amount. If use of eminent domain is authorized under this ordinance, negotiations will continue as normal. Council passing this ordinance is the first step for moving forward with the use of eminent domain if negotiations come to an impasse. There are some associated costs for notices and correspondence. A notice of the final action, adoption of Ordinance No. 957, will be published in the Seattle Times once a week for two successive weeks; and notice sent certified mail to every property owner impacted by the final action at least 15 days prior to final action; all at the City's expense. See, Attachments C and D.

A Statutory Evaluation Allowance (SEA) is available to the property owner if an offer is made under the threat of eminent domain to help defray the owner's expenses. Under RCW 8.25.020, when the City is acquiring property by eminent domain or under the

threat of it, property owners are entitled to reimbursement of up to \$750 for costs they incurred evaluating the City's offer.

RECOMMENDATION

No action is required tonight. Staff asks that Council discuss and provide feedback on Resolution No. 488 increasing the City Manager's signing authority for property acquisition to \$1 Million and approve the relocation plan and discuss and provide feedback on Ordinance No. 957 authorizing the use of eminent domain for the 145th Street Interchange project. Final action on these two items is currently scheduled for the April 4, 2022, City Council meeting.

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

BACKGROUND

The City of Shoreline is implementing improvements identified in the Council Approved [145th Street Multimodal Corridor Study](#) to improve access and safety for all travel modes using the corridor and to improve access to Sound Transit's 145th Street Light Station. The 145th Street Interchange Project will reduce congestion, improve traffic operations, pedestrian and bike access, and create a "gateway" into Shoreline on this segment of the corridor.

The City has been successful at securing funds from multiple sources for design, right of way acquisition and construction of this project. Funding from Sound Transit and Transportation Improvement Board are being used to fund property acquisition.

The 145th Interchange project is currently conducting property appraisals and reviews and will be ready to make offers in the near future. In order to streamline the right-of-way (ROW) acquisition process, staff is requesting that Council increase the City Manager's purchasing authority and approve the current Relocation Plan for the 145th Street Interchange Project.

DISCUSSION

The 145th Street Interchange Project recently passed 60% design completion and has identified 10 parcels that require some type of ROW acquisition. This includes property acquisition, permanent easements, and other rights, such as temporary construction easements (TCEs), which allow the City contractor to be on private property to complete construction.

The 145th Street Interchange Project has received federal funding and therefore the City must follow a very specific process when purchasing ROW, including following the Uniform Relocation Assistance and Real Property Acquisition Act (URA). This process is designed to protect the interests of all parties and ensure that property owners are treated fairly, including adequate time to review offers and secure independent appraisals if desired. The City has contracted with subconsultant DCI Engineers (a WSDOT approved ROW agent) to assist the City with this process.

DCI Engineers arranges an independent appraisal and separate professional appraisal review and then prepares offers to property owners based on these appraisals. The final offers presented by the City must be consistent with the requirements of the federal acquisition process for which there are very specific allowances for payment. Relocation claims follow their own set of allowances.

Resolution No. 488 – Property Acquisition Approval

Currently, the City Manager has property acquisition and relocation claims authority up to \$50,000 under Shoreline Municipal Code (SMC) Section 2.60.090. These thresholds may be appropriate for the occasional situation/opportunity that may arise on any particular property but are challenging for a large capital project with significant ROW acquisition and a schedule to maintain. SMC 2.60.090 anticipated the need for increased authority on a project specific basis.

In proposing a resolution to request higher property acquisition and relocation claim authority for the City Manager for the 145th Street Interchange Project, staff also referred to the 145th Corridor Project as a precedent:

[Resolution No. 476](#) increased the City Manager's purchasing authority for the State Route 523/ (N/NE145th Street) Aurora Avenue N to Interstate 5, Phase 1 (Interstate 5 to Corliss Avenue) Project. There were 21 parcels that needed ROW acquired and at the time of Resolution No. 476, it was estimated all but 3 acquisitions would be at or below the requested \$1,000,000 revised purchasing limit. The percentage of properties covered within the newly approved limit was approximately 92%.

A Project Funding Estimate (PFE) is a detailed parcel-by-parcel estimate of total expected ROW acquisition costs and is used to obtain authorization and funding for the project. Dollar amounts in the PFE were based on 2022 comparison estimates; actual dollar amounts will be determined during the appraisal process. A ROW Plan, Relocation Plan, and PFE have all been prepared for the 145th Interchange Project and have been submitted to WSDOT for review and approval.

Staff recommends Council increase the City Manager authorization for property acquisition (per parcel) to \$1,000,000 for the 145th Street Interchange Project. The reasons for this recommendation include:

- To limit the number of transactions that require Council approval thereby shortening the time needed for acquisitions and settlements to happen.
 - It is in the City's best interest to settle these issues quickly particularly in a rapidly increasing housing market.
 - It also benefits the property owners by reducing delay and the stress and uncertainty in going through the acquisition process. Quick resolution allows residents to make plans and move forward quickly.
- The projects are required to follow the URA Policy which has a very prescribed and defined process for establishing offers. The process is designed to protect the homeowners and ensure they are treated fairly and receive fair compensation. There is little/no opportunity for the Council to influence or negotiate the acquisition costs and it would result in project delay.
- The project has an aggressive schedule and completing the acquisition process as quickly and efficiently as possible is imperative to maintain the schedule. ROW acquisition is a critical path, and any delay will impact the overall schedule and the ability to complete the project prior to Sound Transit operations in 2024.
- This is a Council approved project with a fully funded budget for property acquisition.

For the 145th Interchange Project, 10 parcels will require some type of ROW acquisition. Of the 10 acquisitions, all should require a partial acquisition (generally a few feet of frontage property to include sidewalk improvements and other amenities) and/or easements. There is a possibility 2 of the 10 partial acquisitions will become full acquisitions.

Based on the acquisition numbers in the following table, for the 145th Street Interchange Project, a signing authority of \$1,000,000 would represent 90% of the parcel acquisitions.

145TH STREET INTERCHANGE PROJECT						
SUMMARY OF PFE LIST OF 10 ESTIMATED ACQUISITIONS <i>(based on 2022 costs)</i>						
Estimated Acquisition Offer	equal to or less than \$50K	\$50K - \$399K	\$400K - \$699K	\$700K - \$899K	\$900K - \$1M	\$1M & over
10 PARCELS	4	2	1	2	0	1*
<i>running count</i>	<i>4</i>	<i>6</i>	<i>7</i>	<i>9</i>	<i>9</i>	<i>10</i>
Percent	40%	60%	70%	90%	90%	100%

** If the 2 parcels become full acquisitions, they will be over \$1M each bringing the total parcels over \$1M to 3.*

It is expected that there will still be a limited number of acquisitions which will exceed the \$1,000,000 administrative authority and they would be brought to the City Council for approval. This authority is provided for in proposed Resolution No. 488 (Attachment A).

Resolution No. 488 – Relocation Claims

Per the SMC 2.60.090, the City Manager is authorized to approve properly documented relocation claims up to the limits prescribed by federal or state law regardless of amount, provided the City Council has approved a project relocation plan for the project which includes any good faith parcel relocation cost estimate that exceeds \$50,000 or such higher parcel relocation limit approved by City Council for a particular project.

A Relocation Plan has been developed for the 145th Street Interchange Project and submitted to WSDOT for review and approval. It addresses all relocations for the project. As it has been submitted to WSDOT with approval expected in the coming weeks, staff asks that the plan be approved recognizing that acquisitions are the upcoming work. Currently, 1 parcel has been identified for some type of relocation benefit with a potential for 2 others anticipated to also receive relocation benefits. This ranges from completely moving the owner and their belongings to another property to moving property out of the project footprint to a new location on that same property (i.e., moving a garden shed to another part of the property). Preliminary relocation cost estimates range from \$2,500 - \$150,000 per parcel. Staff is requesting that the City Council approve the Relocation Plan (including addendum) that is part of proposed Resolution No. 488 in order to authorize the City Manager and their designees to approve properly documented claims regardless of amount. The Relocation Plan is included in proposed Resolution No. 488 as Exhibit A.

Relocations are an entitlement for the displaced person(s). There is little to no negotiation in relocation costs as URA Policy establishes what is allowable. DCI Engineers, the City's relocation specialist for the 145th Street Interchange Project, makes recommendations for each claim, and cites the appropriate Washington Administrative Code (WAC). If a displaced person submits a claim that the City's expert

thinks is not covered under the regulation, they will recommend that the City deny the claim. Relocation often needs to move quickly; the City sometimes needs to approve in a very short period of time or else it could jeopardize the displaced person's eligibility to get into a new home, pay closing costs, etc.

The WSDOT ROW Manual states that, "No person to be displaced shall be required to move from the acquired dwelling unless at least one comparable replacement dwelling has been made available to the person." This means the replacement dwelling must be actively on the market at the time it is presented. Currently the housing market in the region is moving very quickly and the City will need to respond as soon as possible as the listing must be available to the displaced person(s) on the day the City provides them with their Notice of Eligibility. If it is not, the City's ROW consultant will need to begin the search again and complete new computations. Council will likely see the benefit in keeping claims at the staff level in order to expedite this process.

Finally, the City's purchasing policies allow the City Manager to delegate a portion of their authority to other staff. This would apply to property acquisition and relocation claims as long as that staff is also listed in WSDOT approved ROW Procedures.

Ordinance No. 957 – Eminent Domain

State law, RCW 8.12, allows Shoreline to "condemn" land (hence the term condemnation is often used) and other property for public use after just compensation having been first made or paid into court for the owner. Private property ownership is a privilege that the City of Shoreline respects. Our property owners are one of the bedrocks of our community, and with others, support City infrastructure and programs through taxes. As a recipient of federal and state funding for the 145th Street Interchange Project, the project team is guided through strict property acquisition regulations in order to arrive at an equitable and just settlement with property owners, each compensated with tax dollars that support the project funding. The City therefore must pay the property owner a fair price and cover relocation costs but cannot make a gift of public funds.

In order to reach a fair and equitable offer, the City's ROW consultants, approved by WSDOT as an expert to conduct property acquisition tasks on the City's behalf, will have an independent company appraise each parcel. These appraisals are then reviewed by a second independent appraiser. Offers are created based on these determinations. A property owner also has the right to hire their own appraiser for an additional appraisal to be considered if they feel more comfortable with that approach. Under threat of eminent domain, the property owner must be informed of and is entitled to up to \$750 in actual costs to review the City's offer.

It is assumed that most property owners, if not all, will come to an agreement on property value with the City; then escrow, closing, and title transfer will follow. In the event a negotiation reaches an impasse, eminent domain may be the only solution for moving forward. This condemnation ordinance is proposed now in order to keep the project on time and within budget by authorizing the City Manager or designee to commence eminent domain proceedings if negotiations fail. All Shoreline properties within the project footprint are included.

The first step in eminent domain is passage of an ordinance (Attachment B) declaring the Council's legislative finding that the project is for a public purpose and certain properties are needed to accomplish the project. Should negotiations fail, the next step is the filing of a petition in Superior Court served on all persons with interest in the property. A trial date is assigned. Typically, the only issue at trial is the fair market value of the property.

The ordinance gives the City authority to move forward with the use of eminent domain, it does not mean that eminent domain will be used. The project team and ROW consultant will continue negotiations as normal with every property owner if this ordinance is adopted.

No eminent domain petition will be filed on any property until negotiation efforts have truly been exhausted.

The City's ROW consultants have been reaching out to all property owners to make them aware of this upcoming action, let them know that by law they must be notified via certified mail so that they are expecting this notification, and reassure them that negotiations will continue as normal. The ordinance only gives the authority for use of eminent domain; it does not mean that eminent domain will be used on their property.

Ordinance No. 957 (Attachment B) will include only those properties located in the City of Shoreline and not owned by a government agency. This leaves 6 parcels in the City of Shoreline that are a part of the ordinance. The remaining parcels are either in City of Seattle or owned by Seattle Public Utilities.

COUNCIL GOAL(S) ADDRESSED

The 145th Street Interchange Project directly supports two of the City Council 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

The 145th Street Interchange Project has sufficient funds for property acquisition, this resolution and ordinance do not negatively impact the project funding or financial impact.

Proposed Resolution No. 488 impacts project resources and costs in two primary ways:

3. It reduces staff time needed to prepare staff reports and present property specific acquisitions or relocation to Council for approval.
4. In saving time in approving acquisitions, it reduces the likelihood of property costs increasing while staff receives Council approval.

Property values are professionally determined under contract with a Washington State Department of Transportation (WSDOT)-approved ROW consultant and are not affected by this proposed Resolution. All properties over \$25,000 are appraised by an

independent firm, then that appraisal is reviewed by a second independent firm. Offers are subject to WSDOT review. Since the City does not have a real estate division and staff with the expertise for property acquisition, the City is required to use a ROW consultant as approved by WSDOT. This ROW consultant prepares offers based on appraisals and federal regulations on the City's behalf. The ROW expert also provides guidance on relocation claims submitted to the City citing appropriate code.

Proposed Ordinance No. 957 does not in itself affect the settlement amount. If use of eminent domain is authorized under this ordinance, negotiations will continue as normal. Council passing this ordinance is the first step for moving forward with the use of eminent domain if negotiations come to an impasse. There are some associated costs for notices and correspondence. A notice of the final action, adoption of Ordinance No. 957, will be published in the Seattle Times once a week for two successive weeks; and notice sent certified mail to every property owner impacted by the final action at least 15 days prior to final action; all at the City's expense. See, Attachments C and D.

A Statutory Evaluation Allowance (SEA) is available to the property owner if an offer is made under the threat of eminent domain to help defray the owner's expenses. Under RCW 8.25.020, when the City is acquiring property by eminent domain or under the threat of it, property owners are entitled to reimbursement of up to \$750 for costs they incurred evaluating the City's offer.

RECOMMENDATION

No action is required tonight. Staff asks that Council discuss and provide feedback on Resolution No. 488 increasing the City Manager's signing authority for property acquisition to \$1 Million and approve the relocation plan and discuss and provide feedback on Ordinance No. 957 authorizing the use of eminent domain for the 145th Street Interchange project. Final action on these two items is currently scheduled for the April 4, 2022, City Council meeting.

ATTACHMENTS

- Attachment A: Proposed Resolution No. 488
- Attachment B: Proposed Ordinance No. 957
- Attachment C: Published Notice of Condemnation Action
- Attachment D: Example of Notice to Property Owner

RESOLUTION NO. 488

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON APPROVING THE RELOCATION PLAN AND INCREASING CITY MANAGER PROPERTY ACQUISITION AUTHORITY FOR STATE ROUTE 523 (N/NE 145TH STREET) & INTERSTATE-5 (I-5) INTERCHANGE PROJECT.

WHEREAS, for many years the City has been seeking to redevelop the State Route 523 Corridor, commonly referred to as N/NE 145th Street, to provide safety and transportation improvements, and has designed a project in this regard, the State Route 523 (N/NE 145th Street) & Interstate-5 (I-5) Interchange Project (“145th Interchange Project”); and

WHEREAS, the 145th Interchange Project is contained in the City’s Capital Improvement Plan and the City has obligated the Central Puget Sound Regional Transit Authority (Sound Transit) Funding Agreement funds for the 145th Street Interchange Project; and

WHEREAS, pursuant to SMC 2.60.090(A)(2), the City Manager may acquire real property as part of an approved and funded project contained in the City’s Capital Improvement Plan up to \$50,000 unless another amount is specifically authorized for a particular project; and

WHEREAS, SMC 2.60.090(A)(3) states that when property acquisition requires relocation of the residents that exceeds the City Manager’s acquisition authority, the City Manager may authorize relocation claims up to the limits prescribed by federal or state law provided that the City Council has approved a project relocation plan; and

WHEREAS, the 145th Interchange Projects requires a number of property acquisitions which, given the present real estate market, are expected to exceed the City Manager’s authority granted in SMC 2.50.090(A)(2); and

WHEREAS, the City has developed a Relocation Plan for the 145th Interchange Project which includes good faith parcel relocation costs estimates that exceed the City Manager’s acquisition authority and the City Council may approve a higher relocation limit for the 145th Interchange Project and issue an addendum to that Relocation Plan due to changes in acquisition requirements; and

WHEREAS, given the potential for property acquisition and relocation costs to exceed the City Manager’s authority set forth in SMC 2.60.090(A) for the 145th Interchange Project, the City Council has determined that it would be more efficient to increase that authority;

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

Section 1. Real Property Acquisition Authority. The City Manager is authorized to acquire real property for the State Route 523 (N/NE 145th Street) & Interstate-5 (I-5) Interchange

Project when the cost of the property is no greater than \$1,000,000.00, subject to SMC 2.60.090(A)(2)(a)-(b). All purchases in excess of this amount shall be approved by the City Council.

Section 2. Relocation Plan. Exhibit A is approved as the Project Relocation Plan for the State Route 523 (N/NE 145th Street) & Interstate-5 (I-5) Interchange Project. The City Manager is authorized to approve properly documented relocation claims up to the limits prescribed by federal or state law, regardless of the amount.

Effective Date. This Resolution shall take effect and be in full force upon passage.

ADOPTED BY THE CITY COUNCIL ON APRIL 4, 2022.

Mayor Keith Scully

ATTEST:

Jessica Simulcik Smith, City Clerk



SR 523 (N/NE
145TH STREET) &
I-5 INTERCHANGE
IMPROVEMENTS
City of Shoreline

March 2022

RELOCATION PLAN AMENDMENT

March 2022 – Roxanne Grimm – DCI Engineers

INTRODUCTION:

This project is situated in the City of Shoreline, (the “City”) located in King County, just north of Downtown Seattle bordering the northern Seattle City limits. The City of Shoreline is located along the Puget Sound. The city was incorporated in 1988 with an estimated population of 56,730 and has a total land area of 12.3 square miles.

DCI Engineers has been engaged to carry out relocation services for the project on behalf of the City of Shoreline.

This Relocation Plan is prepared in accordance with Chapter 12 of the Washington State Department of Transportation Right of Way Manual and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended. The relocation services provided on this project will adhere to State and Federal regulations.

A. GENERAL**1. Assurances:**

The displacing agency or assigned agent will inform the displaced parties of relocation payments and the services that will be provided. Displacee’s needs have been inventoried and evaluated. From this analysis, a plan has been developed which will provide for timely and efficient relocation of the displaced parties.

No person, lawfully occupying real property, will be required to move from the acquired dwelling or business without being provided a written assurance of at least ninety (90) days prior to the earliest date by which they could be required to vacate the property. No person to be displaced from a residential dwelling shall be required to move unless at least one comparable replacement property is made available. If no housing is available within the financial means of the displaced persons, Housing Last Resort will be made available.

2. Project Description

SR-523 (145th Street N/NE) in Shoreline is a major east-west route for northwest King County. The street connects Shoreline neighborhoods with businesses, parks and services, as well as linking Seattle, Lake Forest Park, Kenmore and Bothell. In the coming years, 145th Street will also be a primary connection to Sound Transit Light Rail at 145th and I-5. I-5 is a major north-south route that also serves King County, as well as the commuters and residents of the U.S. west coast states.

The SR-523 (145th Street N/NE) & I-5 Interchange Improvements project will add safety and operational improvements including replacing the two signalized intersections for the interchange with roundabouts, relocated utilities, street lighting, a shared-use path in some sections and sidewalk improvements with bicycle facilities in areas. The bounds of the project are along SR-523 between 1st Ave NE and 6th Ave NE.

3. Number of Displacements:

The project calls for the partial or full acquisition of 11 parcels of which 3 property acquisitions are anticipated to require the displacement of 13 residential (0 owner occupants, 10 tenant occupants and 3 landlords).

B. INVENTORY OF INDIVIDUAL NEEDS

1. Occupancy Survey

The proposed project will require the relocation of individuals/families and/or personal property form the following residential parcels:

Parcel No.: 7568700765
522 NE 145th ST



Displacee No.: 001
 Displacee Name: Ray Bernsten
 Relocation Type: Non-Residential (Landlord)

According to King County records this property is improved with 1050 square foot home. It sits on a 6,399 square foot lot with 2 bedrooms and 2 bathrooms. The home uses oil as the main source of heat.

According to records the home was purchased by Ray Bernsten, a married person as his separate estate on 12/20/2013. This property was recently rezoned to MUR-70, Mixed Use Residential (70' height) in anticipation of the opening of the Sound Transit Light Rail Stations in 2023. Since the rezone this property and many of the neighboring properties have been solicited by several developers to sell their property for potential assemblage. It is expected that most, if not all of these properties, will be purchased by developers within the next year. At this time the ROW plans do not show an impact to the residence, but the parcel is being included in the relocation plan in case it is determined that a relocation is needed. The landlord asked that we not contact the tenants at this time.

Estimated Reestablishment: \$50,000.00

Displacee No.: 002-003

Displacee Name: Tenant Names TBD (Landlord requested tenants not be contacted at this time)

Relocation Type: Residential Tenant

According to Ray Bernsten (landlord), the residence is occupied by two (2) adult tenants. There are no language restrictions. The 2 tenants are not related. The monthly rent is \$1,600. The tenants also pay utilities. The 2 tenants split rent and utilities equally.

Currently, the median rent is around \$2,500 /mo. for roughly 1,800 sf for a 2 bed, 2 bath home.

Estimated Moving Cost: \$5,000.00

Estimated Rent Supplement: \$65,000.00

Displacee Information

Project Title:		Parcel No.: 7568700765
Legal Name of Business:		Displacee No.: 001
Owner(s) Name(s), is different from above: Ray Bernsten		
Date of Purchase: 12/20/2013	Email Address:	Business Phone:
Subject Site Address: 522 NE 145 th ST Shoreline, WA 98155	Business Mailing Address: 6913 23 rd Ave NE Seattle, WA 98115	Alternate Phone:
		Cell Phone: 509-446-1127
Title VI Required Information:		
Ethnic Identification Category: <input type="checkbox"/> African American <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> American Indian/Alaskan Native x <input type="checkbox"/> Caucasian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Other _____		
MWBE: Yes <input type="checkbox"/> No x <input type="checkbox"/>		DBE: Yes <input type="checkbox"/> No x <input type="checkbox"/>
(Minority Women Business Enterprise)		(Disadvantaged Business Enterprise)

Unit Information

Building Type: <input checked="" type="checkbox"/> SFR <input type="checkbox"/> Duplex <input type="checkbox"/> Triplex <input type="checkbox"/> Fourplex <input type="checkbox"/> Apartment <input type="checkbox"/> Other _____		
Total Sq Ft: 1050	Lot Size: 6399	Number of Units:
Garage/Carport: 0	ADA Installations:	

Tenant Information

Unit No.:	Unit No.:	Unit No.:
Tenant Name:	Tenant Name:	Tenant Name:
Tenant Phone No.:	Tenant Phone No.:	Tenant Phone No.:
Sq Ft of Unit:	Sq Ft of Unit:	Sq Ft of Unit:

Rent Amount: \$	Rent Amount: \$	Rent Amount: \$
Utilities: Water pd by: _____ Sewer pd by: _____ Power pd by: _____	Utilities: Water pd by: _____ Sewer pd by: _____ Power pd by: _____	Utilities: Water pd by: _____ Sewer pd by: _____ Power pd by: _____
Heat Source: Oil	Water Source: City Water	Sewer Source: Sewer
Leases on File: Yes <input type="checkbox"/> No <input type="checkbox"/> Copies Obtained: Yes <input type="checkbox"/> No <input type="checkbox"/>		File Schedule "E" or "C": <i>*Must provide copies of recent tax return</i>
Personal Property on-site owned by Landlord: Any outside specialists needed: Yes <input type="checkbox"/> No <input type="checkbox"/> Time required to vacate:		
Plans to Reestablish: Yes <input type="checkbox"/> No <input type="checkbox"/>		Advance Payment Needed: Yes <input type="checkbox"/> No <input type="checkbox"/>
Site Requirements:		

Relocation Cost Estimate

Reestablishment Expenses: \$ 50,000.00	Moving Cost: \$	Site Search Cost: \$1500.00
Specialist:		Date: 03/09/22

Displacee Information

Project Title:		Parcel No.: 7568700765	
Name of Displacee(s): TBD		Displacee No.: 002	
Date of Occupancy:	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	Cell Phone:	
Site Address: 522 NE 145 th ST Shoreline, WA 98155	Mailing Address: 522 NE 145 th ST Shoreline, WA 98155	Work Phone:	
		Home Phone:	
		Email Address:	

Residential Information

Total Sq Ft: 1,050	No. Bedrooms: 2	No. Bathrooms: 1	Total No. Rooms: 5	Lot Size: 6,399 SF	Year Built: 1948
Subject DS&S:	Garage Stalls: None	Other major site improvements: None			
Building Type: <input checked="" type="checkbox"/> Single Story <input type="checkbox"/> 1.5 Story <input type="checkbox"/> 2 Story <input type="checkbox"/> Split Level <input type="checkbox"/> Basement <input type="checkbox"/> Other					
Replacement Preference: <input type="checkbox"/> Purchase <input type="checkbox"/> Rent		<input type="checkbox"/> Own Transportation <input type="checkbox"/> Need Transportation <input type="checkbox"/> Need Public Transportation			
Adults: 001	M <input type="checkbox"/>	F <input type="checkbox"/>	Ethnic Identification Category: <input type="checkbox"/> African American <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Caucasian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Other <i>Title VI Required Information</i>	Utilities: Heat <input type="checkbox"/> NatGas <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Propane Water <input type="checkbox"/> Well <input checked="" type="checkbox"/> City Water <input type="checkbox"/> Septic <input checked="" type="checkbox"/> Sewer	Dwelling Type: <input checked="" type="checkbox"/> Single Family Dwelling <input type="checkbox"/> Apartment <input type="checkbox"/> Duplex <input type="checkbox"/> Mobile Home <input type="checkbox"/> Condominium <input type="checkbox"/> Recreational Vehicle
002	<input type="checkbox"/>	<input type="checkbox"/>			
Children:	FT <input type="checkbox"/>	PT <input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Move Type: <input checked="" type="checkbox"/> Schedule Move Payment		Number of Rooms	
		<input type="checkbox"/> Commercial Move		<input type="checkbox"/> Actual Cost Move	
		Advanced Move Payment Needed:		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Disability Issues/Special Needs/Comments:
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Financial Information

Head of Household:		Spouse/Partner/Roommate:																																					
Employer:		Employer:																																					
Occupation:		Occupation:																																					
Location:	No. of miles from home:	Location:	No. of miles from home:																																				
Owner: <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 70%;">Mortgage Balance</td><td style="width: 30%;">\$</td></tr> <tr><td>Interest Rate</td><td></td></tr> <tr><td>Loan Type</td><td></td></tr> <tr><td>Remaining Term</td><td></td></tr> <tr><td>Monthly Payment (P&I)</td><td>\$</td></tr> <tr><td>Lender Name</td><td></td></tr> <tr><td>Contact Number</td><td></td></tr> <tr><td>Taxes & Insurance</td><td>\$</td></tr> </table>		Mortgage Balance	\$	Interest Rate		Loan Type		Remaining Term		Monthly Payment (P&I)	\$	Lender Name		Contact Number		Taxes & Insurance	\$	Tenant: <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 70%;">Monthly Rent</td><td style="width: 30%;">\$</td></tr> <tr><td>Monthly Utilities</td><td></td></tr> <tr><td style="padding-left: 100px;">Heat</td><td>\$</td></tr> <tr><td style="padding-left: 100px;">Power</td><td>\$</td></tr> <tr><td style="padding-left: 100px;">Sewer</td><td>\$</td></tr> <tr><td style="padding-left: 100px;">Water</td><td>\$</td></tr> <tr><td>Lot/Ground Rent</td><td>\$</td></tr> <tr><td>Rent Subsidy</td><td>\$</td></tr> <tr><td>Gross Monthly Income</td><td>\$</td></tr> </table> <p style="margin-top: 10px;">Source of Income: <input type="checkbox"/> Wages <input type="checkbox"/> Retirement <input type="checkbox"/> Social Security <input type="checkbox"/> Other _____</p> <p style="margin-top: 5px;"><i>*Note: Utilities only include heat, light, water & sewer</i></p> <table style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr><td style="width: 70%;">Damage/Security Deposit</td><td style="width: 30%;">\$</td></tr> </table>		Monthly Rent	\$	Monthly Utilities		Heat	\$	Power	\$	Sewer	\$	Water	\$	Lot/Ground Rent	\$	Rent Subsidy	\$	Gross Monthly Income	\$	Damage/Security Deposit	\$
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Relocation Cost Estimate

RHP: \$	Moving Cost: \$	Date:	Relocation Specialist:
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Parcel No.: 7568700770
516 NE 145th ST



Displacee No.: 001
Displacee Name: John Chou
Relocation Type: Non-Residential (Landlord)

According to King County records this property is improved with 760 square foot home. It sits on a 6,402 square foot lot with 2 bedrooms and 2 bathrooms. The home has a 180 square foot carport and oil is the main source of heat.

According to records the home was purchased by John and Sandy Chou, a married couple on 12/17/2019. Sandy Chou released interest with a QCD to John Chou at the time of purchase. This property was recently rezoned to MUR-70, Mixed Use Residential (70' height) in anticipation of the opening of the Sound Transit Light Rail Stations in 2023. Since the rezone this property and many of the neighboring properties have been solicited by several developers to sell their property for potential assemblage. It is expected that most, if not all of these properties, will be purchased by developers within the next year.

At this time the ROW plans do not show an impact to the residence, but the parcel is being included in the relocation plan in case it is determined that a relocation is needed. The landlord asked that we not contact the tenants at this time.

Estimated Reestablishment: \$50,000.00

Displacee No.: 002-004

Displacee Name: Tenant Names TBD (Landlord requested tenants not be contacted at this time)

Relocation Type: Residential Tenant

According to John Chou (landlord) there are three (3) tenants occupying the residence. The 760 square foot home is rented by 3 adult males of Hispanic ethnicity. They are all unrelated and all the tenants speak little English. According to the landlord, Mr. Chou, one of the tenants has cancer, it is unclear of whether they are still working, but are still paying rent. Rent for the residence is \$1,750 per month and all utilities are paid by the tenants. It is assumed that rent is split equally amongst the 3 tenants.

Currently, the median rent is around \$2,500 /mo. for roughly 1,800 sf for a 2 bed, 2 bath home.

Estimated Moving Cost: \$5,000.00

Estimated Rent Supplement: \$95,000.00

Rent Amount: \$583	Rent Amount: \$583	Rent Amount: \$583
Utilities: Water pd by: <u>Tenant</u> Sewer pd by: Tenant Power pd by: Tenant	Utilities: Water pd by: Tenant Sewer pd by: Tenant Power pd by: Tenant	Utilities: Water pd by: Tenant Sewer pd by: Tenant Power pd by: Tenant
Heat Source: Oil	Water Source: City Water	Sewer Source: Sewer
Leases on File: Yes <input type="checkbox"/> No <input type="checkbox"/> Copies Obtained: Yes <input type="checkbox"/> No <input type="checkbox"/>		File Schedule "E" or "C": <i>*Must provide copies of recent tax return</i>
Personal Property on-site owned by Landlord: Any outside specialists needed: Yes <input type="checkbox"/> No <input type="checkbox"/> Time required to vacate:		
Plans to Reestablish: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advance Payment Needed: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Site Requirements:		

Relocation Cost Estimate

Reestablishment Expenses: \$50,000	Moving Cost: \$	Site Search Cost: \$1500.00
Specialist:		Date: 03/08/22

Displacee Information

Project Title:		Parcel No.: 7568700770
Name of Displacee(s):		Displacee No.: 002
Date of Occupancy:	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	Cell Phone:
Site Address: 516 NE 145 th ST Shoreline, WA 98155	Mailing Address: 516 NE 145 th ST Shoreline, WA 98155	Work Phone:
		Home Phone:
		Email Address:

Residential Information

Total Sq Ft: 760	No. Bedrooms: 2	No. Bathrooms: 2	Total No. Rooms: 6	Lot Size: 6,402 SF	Year Built: 1948
Subject DS&S:	Garage Stalls: 180 SF	Other major site improvements:			
Building Type: <input checked="" type="checkbox"/> Single Story <input type="checkbox"/> 1.5 Story <input type="checkbox"/> 2 Story <input type="checkbox"/> Split Level <input type="checkbox"/> Basement <input type="checkbox"/> Other _____					
Replacement Preference: <input type="checkbox"/> Purchase <input type="checkbox"/> Rent		<input type="checkbox"/> Own Transportation <input type="checkbox"/> Need Transportation <input type="checkbox"/> Need Public Transportation			
Adults:	M	F	Ethnic Identification Category: <input type="checkbox"/> African American <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Caucasian <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Other <i>Title VI Required Information</i>	Utilities: Heat <input type="checkbox"/> NatGas <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Propane Water <input type="checkbox"/> Well <input checked="" type="checkbox"/> City Water <input type="checkbox"/> Septic <input checked="" type="checkbox"/> Sewer	Dwelling Type: <input checked="" type="checkbox"/> Single Family Dwelling <input type="checkbox"/> Apartment <input type="checkbox"/> Duplex <input type="checkbox"/> Mobile Home <input type="checkbox"/> Condominium <input type="checkbox"/> Recreational Vehicle
Male (1) Age: 40+	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Male (2) Age: 40+	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Male (3) Age: 40+	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Children:	FT	PT	M	F	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Move Type: <input type="checkbox"/> Schedule Move Payment <input type="checkbox"/> Commercial Move Advanced Move Payment Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Number of Rooms _____ <input type="checkbox"/> Actual Cost Move <input type="checkbox"/> Yes <input type="checkbox"/> No					

Disability Issues/Special Needs/Comments:
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Financial Information

Head of Household:		Spouse/Partner/Roommate:																																			
Employer:		Employer:																																			
Occupation:		Occupation:																																			
Location:	No. of miles from home:	Location:	No. of miles from home:																																		
Owner: <table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Mortgage Balance</td><td style="padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Interest Rate</td><td style="padding: 2px;"></td></tr> <tr><td style="padding: 2px;">Loan Type</td><td style="padding: 2px;"></td></tr> <tr><td style="padding: 2px;">Remaining Term</td><td style="padding: 2px;"></td></tr> <tr><td style="padding: 2px;">Monthly Payment (P&I)</td><td style="padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Lender Name</td><td style="padding: 2px;"></td></tr> <tr><td style="padding: 2px;">Contact Number</td><td style="padding: 2px;"></td></tr> <tr><td style="padding: 2px;">Taxes & Insurance</td><td style="padding: 2px;">\$</td></tr> </table>		Mortgage Balance	\$	Interest Rate		Loan Type		Remaining Term		Monthly Payment (P&I)	\$	Lender Name		Contact Number		Taxes & Insurance	\$	Tenant: <table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Monthly Rent</td><td style="padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Monthly Utilities</td><td style="padding: 2px;">Heat \$</td></tr> <tr><td></td><td style="padding: 2px;">Power \$</td></tr> <tr><td></td><td style="padding: 2px;">Sewer \$</td></tr> <tr><td></td><td style="padding: 2px;">Water \$</td></tr> <tr><td style="padding: 2px;">Lot/Ground Rent</td><td style="padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Rent Subsidy</td><td style="padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Gross Monthly Income</td><td style="padding: 2px;">\$</td></tr> </table> <p style="margin-top: 5px;">Source of Income: <input type="checkbox"/> Wages <input type="checkbox"/> Retirement <input type="checkbox"/> Social Security <input type="checkbox"/> Other _____</p> <p style="margin-top: 5px;"><i>*Note: Utilities only include heat, light, water & sewer</i></p> <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr><td style="padding: 2px;">Damage/Security Deposit</td><td style="padding: 2px;">\$</td></tr> </table>		Monthly Rent	\$	Monthly Utilities	Heat \$		Power \$		Sewer \$		Water \$	Lot/Ground Rent	\$	Rent Subsidy	\$	Gross Monthly Income	\$	Damage/Security Deposit	\$
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Relocation Cost Estimate

RHP: \$	Moving Cost: \$	Date:	Relocation Specialist:
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Parcel No.: 2832100190
14235 4th Ave NE



Displacee No.: 001
Displacee Name: Lakeside School
Relocation Type: Nonresidential (Landlord)

Parcel #2832100190 contains approximately 896,089 SF of land. Situated on the NE corner of the parcel sits a single-family residence. The dwelling is located at 14235 4th Ave NE, Seattle, WA 98125 near intersecting N 145th St and 4th Ave NE. The 1,120 SF home sits upon a lot approximately 6,400 SF (~80' x 80') in size. King County Assessor records does not assess the home as a separate dwelling on the 896,089 SF parcel. Lakeside School holds ownership of the dwelling and rents to the school's groundskeeper. According to current project design plans, the dwelling will not survive construction. We currently plan for total acquisition of the dwelling with relocation for the landlord and tenant occupants, pending final design. Reestablishment will most likely be on a Lakeside property cottage.

Currently, the average sold price for a similar home in Shoreline is \$770,000 (or \$546 per square foot).

Estimated Reestablishment: \$50,000.00

Displacee No.: 002

Displacee Name: Chima Jatabarry, Abdoulie Jatabarry, Mariama Sowe, Fatoumata Jatabarry & Kujegi Jatabarry

Relocation Type: Residential Tenant

The home is rented to the Lakeside School groundskeeper and family. The home is a 3 bedroom occupied by 3 adults and 2 children. The tenants took occupancy September 1, 2016. The single story + basement home is equipped with 1.5 bathrooms. The tenants have a \$500.00 security deposit and pay \$2250.00 in monthly rent, plus \$100.00 for monthly heat and \$90.00 for monthly power.

Currently, the median rent is around \$3,000 /mo. for roughly 2,000 sf for a 3 bed, 2 bath home.

Estimated Moving Cost: \$5,000.00

Estimated Rent Supplement: \$52,000.00

Displacee Information

Project Title:		Parcel No.: 2832100190
Legal Name of Business: Lakeside School		Displacee No.: 001
Owner(s) Name(s), is different from above:		
Date of Purchase:	Email Address: Dan Dawkins Dan.dawkins@lakesideschool.org	Business Phone:
Subject Site Address: 14050 1 st Ave NE Seattle, WA 98125	Business Mailing Address: 14050 1 st Ave NE Seattle, WA 98125	Alternate Phone:
		Cell Phone: Dan Dawkins 206-510-9690
Title VI Required Information:		
Ethnic Identification Category: <input type="checkbox"/> African American <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Caucasian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Other _____		
MWBE: Yes <input type="checkbox"/> No <input type="checkbox"/>		DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
(Minority Women Business Enterprise)		(Disadvantaged Business Enterprise)

Unit Information

Building Type: <input checked="" type="checkbox"/> SFR <input type="checkbox"/> Duplex <input type="checkbox"/> Triplex <input type="checkbox"/> Fourplex <input type="checkbox"/> Apartment <input type="checkbox"/> Other _____		
Total Sq Ft: 1,120	Lot Size: Approx 80' x 80'	Number of Units: 1
Garage/Carport: None	ADA Installations:	

Tenant Information

Unit No.: 1	Unit No.:	Unit No.:
Tenant Name: Chima Jatabarry, Mariama Sowe, Fatoumata Jatabarry, Kujegi Jatabarry, Abdoulie Jatabarry	Tenant Name:	Tenant Name:
Tenant Phone No.:	Tenant Phone No.:	Tenant Phone No.:
Sq Ft of Unit: 1,120	Sq Ft of Unit:	Sq Ft of Unit:
Rent Amount: \$2,250.00	Rent Amount:	Rent Amount:

Utilities: Water pd by: Landlord Sewer pd by: Landlord Power pd by: Tenant	Utilities: Water pd by: Sewer pd by: Power pd by:	Utilities: Water pd by: Sewer pd by: Power pd by:
Heat Source:	Water Source:	Sewer Source:
Leases on File: Yes <input type="checkbox"/> No <input type="checkbox"/> Copies Obtained: Yes <input type="checkbox"/> No <input type="checkbox"/>		File Schedule "E" or "C": <i>*Must provide copies of recent tax return</i>
Personal Property on-site owned by Landlord: Any outside specialists needed: Yes <input type="checkbox"/> No <input type="checkbox"/> Time required to vacate:		
Plans to Reestablish: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advance Payment Needed: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Site Requirements:		

Relocation Cost Estimate

Reestablishment Expenses: \$50,000	Moving Cost: \$	Site Search Cost: \$1500.00
Specialist:		Date: 03/08/22

Displacee Information

Project Title:		Parcel No.: 2832100190	
Name of Displacee(s): Chima Jatabarry, Mariama Sowe, Fatoumata Jatabarry, Kujegi Jatabarry, Abdoulie Jatabarry		Displacee No.: 002	
Date of Occupancy: 9/1/2016	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	Cell Phone:	
Site Address: 14235 4 th Ave NE Seattle, WA 98125	Mailing Address: 12435 4 th Ave NE Seattle, WA 98125	Work Phone:	
		Home Phone:	
		Email Address:	

Residential Information

Total Sq Ft: 1,120	No. Bedrooms: 3	No. Bathrooms: 1.5	Total No. Rooms: 7	Lot Size: Approx. 80'x80'	Year Built: 1948-49		
Subject DS&S:	Garage Stalls: 0	Other major site improvements: None					
Building Type: <input checked="" type="checkbox"/> Single Story <input type="checkbox"/> 1.5 Story <input type="checkbox"/> 2 Story <input type="checkbox"/> Split Level <input checked="" type="checkbox"/> Basement <input type="checkbox"/> Other							
Replacement Preference: <input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Rent		<input type="checkbox"/> Own Transportation <input type="checkbox"/> Need Transportation <input type="checkbox"/> Need Public Transportation					
Adults: Chima Jatabarry	M <input type="checkbox"/>	F <input type="checkbox"/>	Ethnic Identification Category: <input type="checkbox"/> African American <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Caucasian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Other <i>Title VI Required Information</i>	Utilities: Heat <input type="checkbox"/> NatGas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Propane Water <input type="checkbox"/> Well <input type="checkbox"/> City Water <input type="checkbox"/> Septic <input type="checkbox"/> Sewer	Dwelling Type: <input type="checkbox"/> Single Family Dwelling <input type="checkbox"/> Apartment <input type="checkbox"/> Duplex <input type="checkbox"/> Mobile Home <input type="checkbox"/> Condominium <input type="checkbox"/> Recreational Vehicle		
Mariama Sowe	<input type="checkbox"/>	<input type="checkbox"/>					
Abdoulie Jatabarry	<input type="checkbox"/>	<input type="checkbox"/>					
Children: Fatoumata Jatabarry	FT <input type="checkbox"/>	PT <input type="checkbox"/>				M <input type="checkbox"/>	F <input type="checkbox"/>
Kujegi Jatabarry	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Move Type: <input type="checkbox"/> Schedule Move Payment <input type="checkbox"/> Commercial Move Advanced Move Payment Needed:		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Number of Rooms _____ <input type="checkbox"/> Actual Cost Move <input type="checkbox"/> Yes <input type="checkbox"/> No		

Disability Issues/Special Needs/Comments: None

Financial Information

Head of Household:		Spouse/Partner/Roommate:	
Employer:		Employer:	
Occupation:		Occupation:	
Location:	No. of miles from home:	Location:	No. of miles from home:
Owner: Mortgage Balance \$ _____ Interest Rate _____ Loan Type _____ Remaining Term _____ Monthly Payment (P&I) \$ _____ Lender Name _____ Contact Number _____ Taxes & Insurance \$ _____		Tenant: Monthly Rent \$2250.00 Monthly Utilities Heat \$100.00 Power \$90.00 Sewer \$0.00 Water \$0.00 Lot/Ground Rent \$0.00 Rent Subsidy \$0.00 Gross Monthly Income \$ _____ Source of Income: <input type="checkbox"/> Wages <input type="checkbox"/> Retirement <input type="checkbox"/> Social Security <input type="checkbox"/> Other _____ *Note: Utilities only include heat, light, water & sewer Damage/Security Deposit \$500.00	

Relocation Cost Estimate

RHP: \$ _____	Moving Cost: \$ _____	Date: _____	Relocation Specialist: _____
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2. Summary of Replacement Sites:

Inspection of available housing in the area suggests that there should be no problem finding decent, safe, and sanitary replacement housing.

The table below shows a breakdown of the number of units needed and the number of units currently available specifically by housing size and rental housing properties.

Type of Unit	Units Needed	Units Available
Home for Sale (2-3 Bedroom home, 700SF – 1,700SF)	2	6
Home for Sale (3-4 Bedroom home, 980SF – 2,200SF)	1	7
Rental Housing	3	12
Rooms for Rent	5	177

C. INVENTORY OF AVAILABLE HOUSING

1. Decent, Safe and Sanitary Requirements:

Inspection of available housing in the area suggests that there should be decent, safe and sanitary (DSS) replacement housing.

2. Residential

Single Family Dwelling Purchase – According to Redfin.com which includes listings from the Northwest Multiple Listing Service (NWMLS), as of March 2, 2022, there are 13 active residential (single-family residence) listings with two to five bedrooms and one to three bathrooms on a standard residential lot, which would be suitable for the displacee's needs. These listings are all located within the City of Shoreline and range from \$749,950 to \$2,295,000.

Single Family Dwelling Rental – A similar search was conducted for single-family residential rentals and according to Zillow.com, there are 12 active residential rentals ranging in price from \$2,050/mo to \$3,350/mo.

Rooms for rent – A search was conducted for rooms for rent in the area and according to Craigslist, there are over 175 rooms ranging in price from \$900/mo to \$3,075/mo.

D. ANALYSIS OF INVENTORIES

1. Summary of Available Housing

Owners – The housing market in this area is competitive. In the last 90 days 122 have sold in the City of Shoreline in which more than half of those were under contract in less than 30 days. Several homes on the market are advertised toward developers in result of the nearby Sound Transit project and MUR-70 zoning update. These homes have a longer duration on the market, but homes advertised towards single family are under contract at a rate which indicates a competitive (hot) market.

Tenants – It is estimated that there are 10 displaced residential tenants. There are plenty of replacement rentals in the area. Some of the tenants have not been contacted at this time at the request of their landlords. Enough information was gathered from the landlords to complete the plan. After moving into the right of way phase, all affected displacees will be contacted and given General Information Notices.

E. SOURCES OF INFORMATION

Sources for real estate offerings: The Northwest Multiple Listings Service (NWMLS) website is a reliable source to determine the inventory of residential rental properties available and was used for the development of this information. Other online searches of Craigslist, Redfin and Zillow were made to verify additional available properties.

Other: Specific subject property information was found through the King County Assessor's website. Criteria provided under the Uniform Relocation Act (URA).

F. RELOCATION PROJECT OFFICE

The project office for this project location is provided below and is adequately staffed with a relocation agent to assist all displacees.

DCI Engineers
707 W 2nd Avenue
Spokane, WA 99201
Direct: 509-960-0079

G. ALTERNATIVE AND/OR LAST RESORT HOUSING NEEDS**1. Impact on Available Housing**

This project should not have an impact on available housing in the area. Sound Transit currently has an ongoing project in the area, however, the acquisitions of their project is complete.

2. Last Resort Housing

The area appears to have several single-family dwelling neighborhoods. Due to the dated conditions and the location of the single-family dwellings and the potential for limited incomes for most of the tenants, it appears that several displaced individuals in this project will fall into Housing of Last Resort. In this project area, most commonly used criteria for housing of last resort will likely be replacement housing payments in excess of the URA limit. Other alternatives are available such as rehabilitation or construction of a replacements dwelling, but they would be far more expensive.

3. Subsidized Housing

Any displacee currently receiving any subsidized housing payments will be advised to continue with such benefits. If any other displaced persons meet the financial need requirement, they will be advised of the opportunity to apply for section 8 or other Public Housing assistance programs.

H. PARCELS INCLUDED

756870-0770

756870-0765

283210-0190

I. SUMMARY OF ESTIMATED RELOCATION COST

Residential – Mortgage interest rates are at record lows. Research indicates that many homeowners refinanced to lower their monthly payment and lower interest rates since interest rates dropped in result of the COVID-19 pandemic. However, the impacts of the COVID-19 pandemic are beginning to lessen in 2022. Mortgage interest rates are predicted to raise 3 times throughout 2022. If mortgage interest rates rise as predicted prior to relocation activities, those property owners who took advantage of the low interest rates, even interest only loans, will no longer be able to obtain a replacement mortgage with the same favorable interest rate. The costs associated with compensating an owner for the loss of favorable financing on the existing mortgage in the financing of replacement housing (also referred to as “Mortgage Interest Differential Payment (MIDP)) will be calculated. In addition, costs associated with reimbursing residential property owners for the incidental purchase expenses of replacement housing will be paid.

Residential

Estimated RHP:	\$362,000.00
Incidentals/MIDP:	\$4,500.00
Estimated Moving Cost:	\$1,500.00
Total Relocation Estimate:	\$368,000.00



Transportation Building
 310 Maple Park Avenue S.E.
 P.O. Box 47300
 Olympia, WA 98504-7300
 360-705-7000
 TTY: 1-800-833-6388
www.wsdot.wa.gov

Last Resort Housing

New Payment Option

90 Day Owner Occupants

FHWA has approved a new Last Resort Housing Plan (LRH Plan) for Washington State. This optional payment plan goes into effect on January 1, 2022, with the ability to re-evaluate and request an extension from FHWA on an annual basis.

The LRH Plan is intended to address the current competitive housing market in Washington State. This optional payment will provide additional relocation assistances in situation where displacees are making offers to purchase replacement properties but aren't having success due to properties selling for over the list price.

LRH PLAN PROCESS

When a project is located within a competitive market where properties are selling for a premium over asking price, an agency may choose to complete a market analysis to determine the average sale price to list price ratio. If the analysis shows properties in a project area are selling for above list price, then the entire project will be declared eligible for this policy under Last Resort Housing. The agency will update the market analysis no fewer than 4 times per year to ensure a reasonable LRH payment is being offered.

The basic concept of the LRH Plan is to add a payment to the Replacement Housing Payment (RHP) based on a predetermined percentage of the list price of the most comparable home.

APPLYING THE OPTIONAL LRH PLAN

1. Complete a market analysis of your agency's project area to determine if the LRH Plan will apply.
 - a. This analysis can be completed each time a 90 Day Owner Occupant is displaced or periodically on a project wide basis, but no fewer than 4 times per year.
 - b. Determine the best, and simplest way to capture the results of the market analysis to include in your Housing Comparison Worksheet writeup (a copy will be required for each RHP approval).
2. Compute a RHP for eligible 90-day Owner Occupants following the standard process.
 - a. The Price Differential Report has been updated to assist you (LPA542).

3. Once your RHP and LRH Plan payment are approved, you can complete an updated Notice of Eligibility informing the displacee of the payments available to them.
4. If after 6 months, the displacee has not secured replacement property, and updated LRH payment amount will need to be recomputed.

EXAMPLE CALCULATION

If it is determined by the agency that homes are selling for 105% of the list price, the agency would add a LRH payment that is equal to 5% of the asking price of the most comparable home.

Example:

Most Comparable Dwelling:	\$450,000
Displacement Dwelling Value:	<u>\$430,000</u>
Replacement Housing Payment:	\$20,000 RHP
Last Resort Housing Plan Payment:	<u>+ \$22,500 (5% of \$450,000 = \$22,500)</u>
Total Relocation Payment available:	\$42,500

These additional funds will assist the displacee by providing additional purchasing power for a replacement property.

Washington State has a very diverse real estate landscape, and more than one Multiple Listing

Service is used depending on the location of your agency's project. Because of this, the LRH Plan policy must be flexible to allow for a market analysis to be completed using a variety of resources. The resource used to complete the market analysis is not as important as the validity of the information and the consistency of the resource used project wide. This means your agency would not want to use a variety of resources on a single project. Determine early in the project planning phase which resource the project will use to complete the market analysis and keep it consistent.

Possible resources to complete a market analysis include, but are not limited to:

- NWMLS, Realtor.com, Redfin, Zillow, various appraisal associations, etc.

Each project will need to identify which methodology will be used to calculate the LRH Plan payment in the project Relocation Plan. Documentation will be required in each file where a payment is made.

THINGS TO REMEMBER

- LRH Plan must be offered on a project wide basis
- This new option may begin being offered starting January 1, 2022
- LRH Plan is only eligible to 90-Day Owner Occupants (not available to tenants wanting to use relocation benefits to become homeowners)
- If relocation has already begun on a project (notices mailed) this option is not available
- If a Relocation Plan has been approved but relocation has not started (notices NOT mailed), a Supplemental Relocation Plan can be submitted adding this option
- If a project begins relocation during an approved calendar year, then the project would be allowed to continue with this option, should the plan not be extended, until all the relocations for that specific project have been completed.

ORDINANCE NO. 957

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AUTHORIZING ACQUISITION OF CERTAIN REAL PROPERTIES LOCATED ALONG THE N 145th STREET CORRIDOR, BY NEGOTIATED VOLUNTARY PURCHASE, UNDER THREAT OF CONDEMNATION, BY CONDEMNATION, OR BY SETTLING CONDEMNATION LITIGATION, FOR THE PURPOSE OF SECURING ADDITIONAL LAND FOR CONSTRUCTION OF THE STATE ROUTE 523 (N/NE 145th STREET) & INTERSTATE-5 (I-5) INTERCHANGE PROJECT; FINDING PUBLIC USE AND NECESSITY; AUTHORIZING JUST COMPENSATION FROM THE GENERAL FUND; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 35.67 RCW and Chapter 35.92 RCW, the City has the authority to provide for a multimodal transportation system that serves its citizens in a safe and efficient manner; and

WHEREAS, the City has been planning for alteration to State Route 523 (N/NE 145th Street) to address a variety of known problems along the corridor including safety concerns, increasing traffic congestion, narrow sidewalks with numerous obstructions, lack of bicycle facilities, and limited transit service, and has been working with the State of Washington, King County, and City of Seattle, all having an interest in the State Route 523 (N/NE 145th Street) corridor; and

WHEREAS, the City Council finds that acquisition of the properties located within the City generally depicted and described in Exhibit A, attached hereto (the “Acquired Properties”), is necessary for the construction of the State Route 523 (N/NE 145th Street) & Interstate-5 (I-5) Interchange Project; and

WHEREAS, just compensation for the Acquired Properties can be funded through the City’s funding agreement with the Central Puget Sound Regional Transit Authority (Sound Transit); and

WHEREAS, there will be sustained efforts to negotiate with the owners of the Acquired Properties, and eminent domain action will be taken judiciously after reasonable efforts to reach a negotiated settlement with the owners; and

WHEREAS, in the event that negotiated acquisition of the Acquired Properties is not fully successful, it is essential that the City be prepared to initiate condemnation proceedings; and

WHEREAS, the owners of the Acquired Properties were given notice according to state statute that this condemnation Ordinance was included for discussion by the City Council at its March 21, 2022 meeting and for final action at its April 4, 2022 meeting, and were afforded an opportunity to submit comment at or for those meetings; and

WHEREAS, the City has provided notice of the adoption of this Ordinance in the manner set forth in RCW 8.12.005 and 8.25.290; and

WHEREAS, the City of Shoreline has the power to acquire lands through eminent domain for the purpose of providing for the widening, extending, altering of any street, avenues, and highway; and

WHEREAS, acquisition of the Acquired Properties is categorically exempt from SEPA review under WAC 197-11-800(5)(a);

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

Section 1. Condemnation Authorized. The City Manager is hereby authorized to take necessary steps to acquire all necessary property interests in the land located within the City of Shoreline, County of King, State of Washington, depicted and legally described in Exhibit A attached hereto and by this reference incorporated herein (the “Acquired Properties”) which is necessary for the public use of the widening, extending, and altering of State Route 523 (N/NE 145th Street) & Interstate-5 (I-5) Interchange Project, and is hereby condemned, appropriated and taken for such public use, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

The City Manager or designee is hereby authorized and directed to execute all documents for the acquisition of all interests in the Acquired Properties and bring proceedings in the manner provided for by law to condemn, take, damage, and appropriate the Acquired Properties described in this Ordinance pursuant to the powers granted to the City of Shoreline including RCW 35A.64.200 and Chapters 8.12 and 8.25 RCW. This authorization includes the right to condemn all reversionary interests, easements, and options in said Acquired Properties.

The City Attorney is authorized to begin and prosecute legal proceedings in the manner provided by the law to purchase, condemn, take, appropriate, and otherwise acquire the land and all other interests and property rights and privileges necessary to carry out the purposes of this Ordinance. The City Attorney is also authorized to make minor amendments to any property descriptions or maps of the properties, generally depicted on the attached Exhibit A, as may become necessary to correct scrivener’s errors or to conform the legal description to the precise boundaries of the Acquired Properties.

Section 2. Finding of Public Use and Necessity. The Shoreline City Council finds that the acquisition of the Acquired Properties is for a public use and purpose, to-wit: to provide for the widening, extending, and altering of State Route 523 (N/NE 145th Street) & Interstate-5 (I-5) Interchange Project. The City Council further finds the properties generally depicted in Exhibit A are necessary for the proposed public use and for the benefit of the public. The Whereas clauses set forth above are hereby incorporated into and made part of the Council’s findings.

Section 3. Compensation. Compensation to be paid to the owners of the Acquired Properties identified in Section 1, above, and costs and expenses of litigation authorized by this Ordinance, shall be paid from the City’s General Capital Fund.

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

PASSED BY THE CITY COUNCIL ON APRIL 4, 2022.

Mayor Keith Scully

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

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

Publication Date: _____, 2022
Effective Date: _____, 2022

Condemnation Parcel Map

King County Tax Parcel Nos.

288170-0366
288170-TRCT
756870-0790

756870-0785
756870-0770
756870-0765

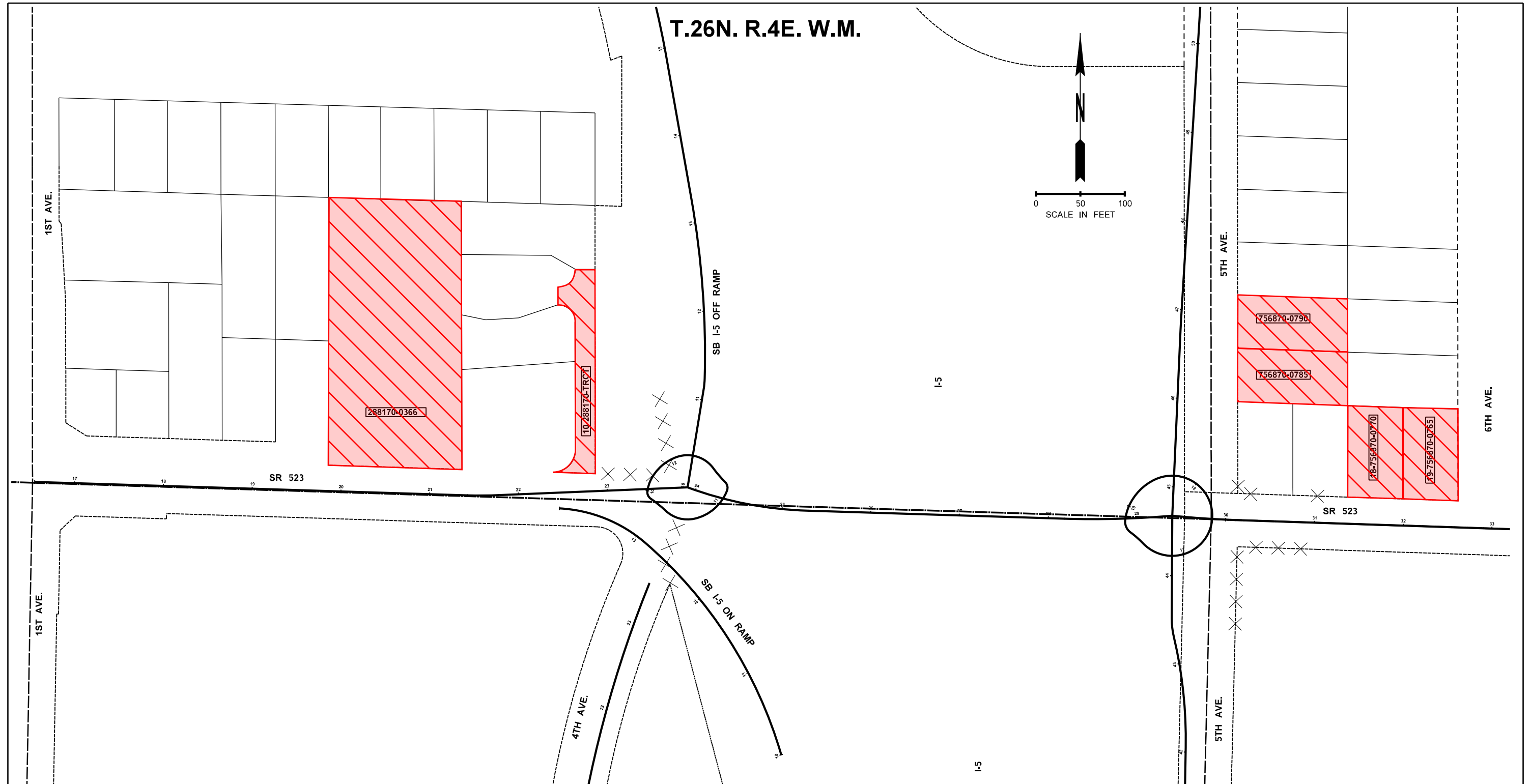


EXHIBIT A

FEE ACQUISITION

PARCEL NO. 288170-0366

That portion of the SE Quarter of the SW Quarter of Section 17, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at a point opposite SR 523 line Highway Engineer's Station (hereinafter referred to as "HES") 19+85.39 on the centerline of the SR 523 (NE 145TH ST) & I-5 Interchange Improvements Right of Way Plan dated September 14, 2021 and 29.00 feet Northerly therefrom;

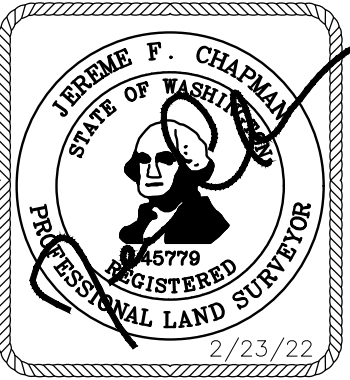
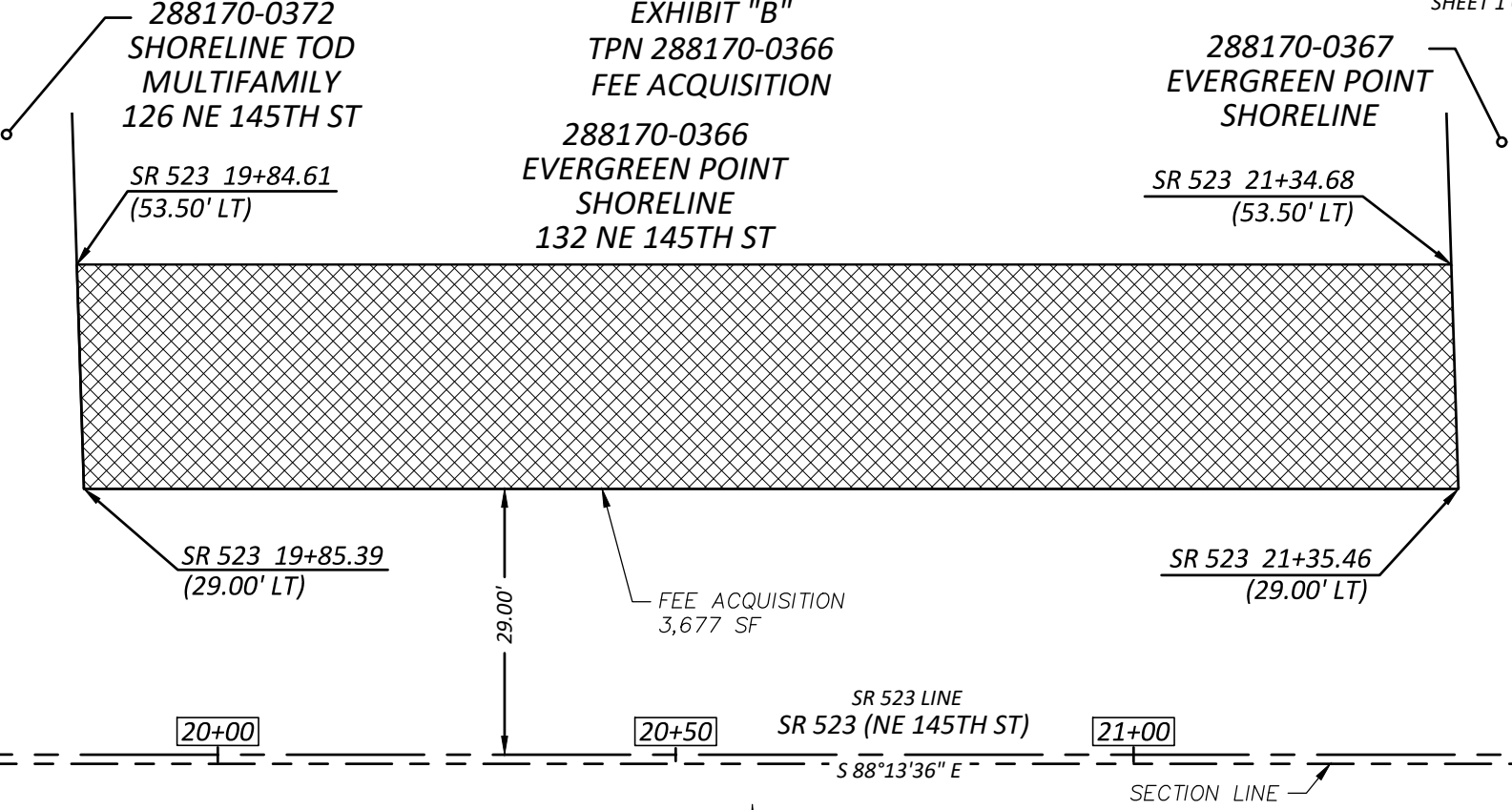
Thence Easterly to a point opposite SR 523 line HES 21+35.46 and 29.00 feet Northerly therefrom;

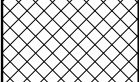
Thence Northerly to a point opposite SR 523 line HES 21+34.68 and 53.50 feet Northerly therefrom;

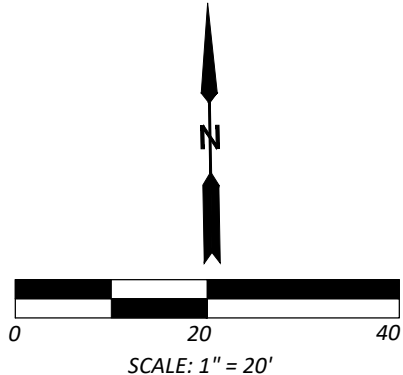
Thence Westerly to a point opposite SR 523 line HES 19+84.61 and 53.50 feet Northerly therefrom;

Thence Southerly to the Point of Beginning.

Containing 3,677 Square Feet.




FEE ACQUISITION
JOB NO. 10182000109



612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

EXHIBIT A
TEMPORARY SLOPE EASEMENT
PARCEL NO. 288170-0366

That portion of the SE Quarter of the SW Quarter of Section 17, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at a point opposite SR 523 line Highway Engineer's Station (hereinafter referred to as "HES") 19+84.61 on the centerline of the SR 523 (NE 145TH ST) & I-5 Interchange Improvements Right of Way Plan dated September 14, 2021 and 53.50 feet Northerly therefrom;

Thence Easterly to a point opposite SR 523 line HES 21+34.68 and 53.50 feet Northerly therefrom;

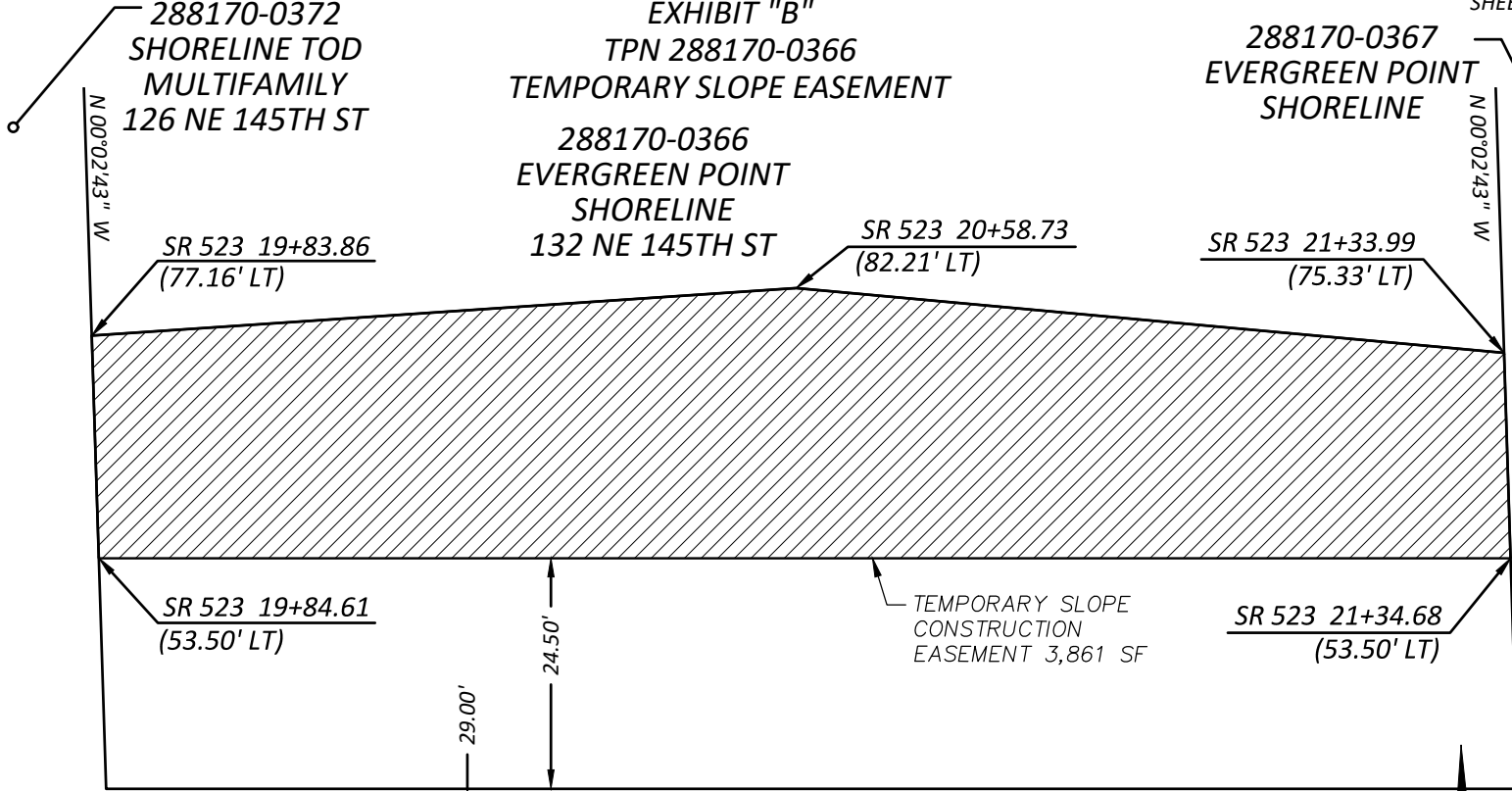
Thence Northerly to a point opposite SR 523 line HES 21+33.99 and 75.33 feet Northerly therefrom;

Thence Westerly to a point opposite SR 523 line HES 20+58.73 and 82.21 feet Northerly therefrom;

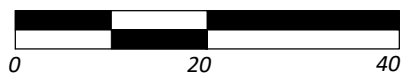
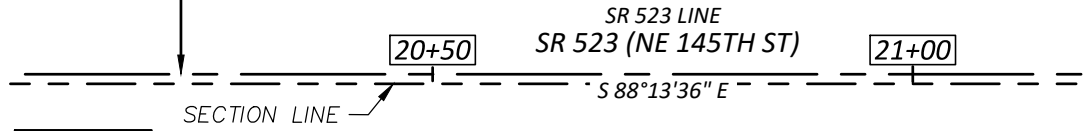
Thence Westerly to a point opposite SR 523 line HES 19+83.86 and 77.16 feet Northerly therefrom;

Thence Southerly to the Point of Beginning.

Containing 3,861 Square Feet.



JOB NO. 10182000109



SCALE: 1" = 20'



612 Woodland Square Loop SE,
 Suite 100
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EXHIBIT A
FEE ACQUISITION
PARCEL NO. 288170-TRCT

That portion of the SE Quarter of the SW Quarter of Section 17, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at a point opposite SR 523 line Highway Engineer's Station (hereinafter referred to as "HES") 22+39.60 on the centerline of the SR 523 (NE 145TH ST) & I-5 Interchange Improvements Right of Way Plan dated September 14, 2021 and 23.33 feet Northerly therefrom;

Thence Easterly to a point opposite SR 523 line HES 22+87.29 and 19.87 feet Northerly therefrom;

Thence Northerly to a point opposite SR 523 line HES 22+89.18 and 66.30 feet Northerly therefrom to a non-tangent curve having a radius of 569.97 feet, bearing N14°11'42W;

Thence Westerly along said curve through a central angle of 2°16'12", an arc distance of 22.58 feet to a point opposite SR 523 line HES 22+66.99 and 62.11 feet Northerly therefrom;

Thence Southerly to a point opposite SR 523 line HES 22+66.38 and 47.25 feet Northerly therefrom to a tangent curve to the right having a radius of 25.00 feet;

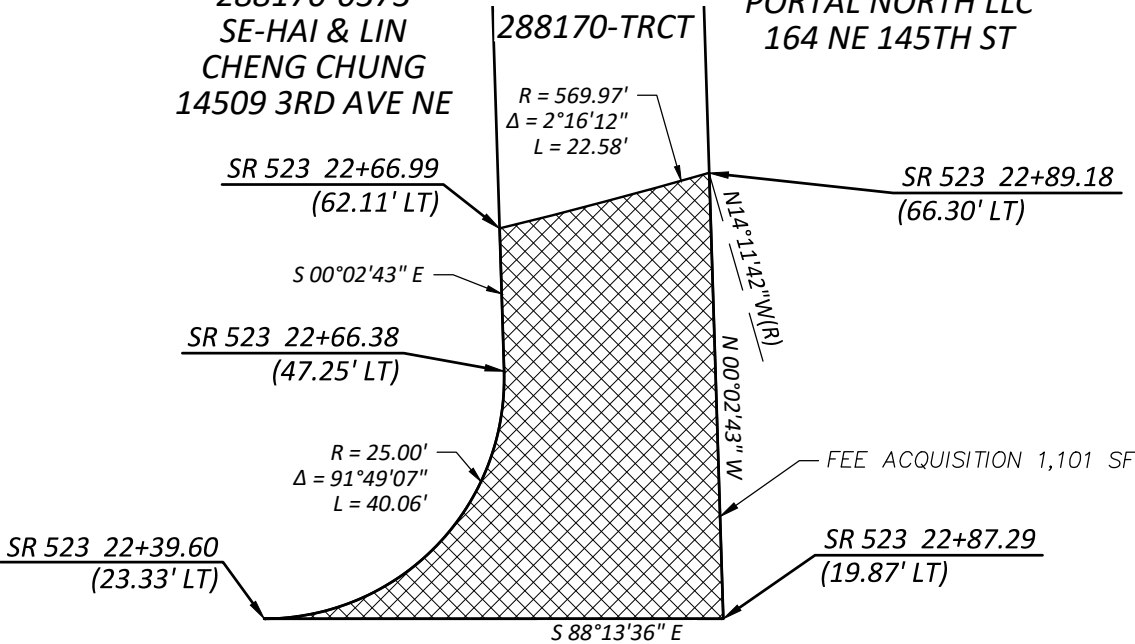
Thence Southwesterly along said curve through a central angle of 91°49'07", an arc distance of 40.06 feet to the Point of Beginning.

Containing 1,101 Square Feet.

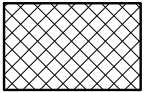
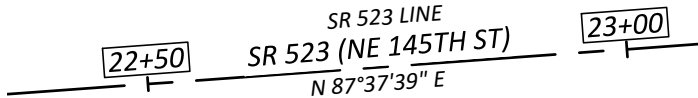
EXHIBIT "B"
TPN 288170-TRCT
FEE ACQUISITION

288170-0373
SE-HAI & LIN
CHENG CHUNG
14509 3RD AVE NE

288170-0371
PORTAL NORTH LLC
164 NE 145TH ST



SCALE: 1" = 20'



FEE ACQUISITION



JOB NO. 10182000109



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Suite 100
Lacey, WA 98503
360.292.7230
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EXHIBIT A
FEE ACQUISITION
PARCEL NO. 756870-0765

That portion of the SW Quarter of the SE Quarter of Section 17, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at a point opposite SR 523 line Highway Engineer's Station (hereinafter referred to as "HES") 31+98.75 on the centerline of the SR 523 (NE 145TH ST) & I-5 Interchange Improvements Right of Way Plan Dated September 14th, 2021 and 30.00 feet Northerly therefrom;

Thence Easterly to a point opposite SR 523 line HES 32+60.76 and 30.00 feet Northerly therefrom;

Thence Northerly to a point opposite SR 523 line HES 32+60.07 and 49.81 feet Northerly therefrom;

Thence Southwesterly to a point opposite SR 523 line HES 32+50.91 and 46.02 feet Northerly therefrom;

Thence Westerly to a point opposite SR 523 line HES 31+98.25 and 44.47 feet Northerly therefrom;

Thence Southerly to the Point of Beginning.

Containing 458 Square Feet.

EXHIBIT "B"
TPN 7568700765
FEE ACQUISITION

75687007700
AKHTAR
JAVED & ROY RASHEED
516 NE 145TH ST 98155

75687007765
BERNTSEN
RAY
522 NE 145TH ST 98155

SR 523 31+98.25
(44.47' LT)

SR 523 32+50.91
(46.02' LT)

SR 523 32+60.07
(49.81' LT)

SR 523 31+98.75
(30.00' LT)

SR 523 32+60.76
(30.00' LT)

FEE ACQUISITION 458 SF

32+00

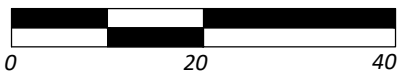
SR 523 LINE
SR523 (NE 145TH ST)
S 88°05'38" E
SECTION LINE

32+50

30.00



JOB NO. 10182000109



SCALE: 1" = 20'



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Lacey, WA 98503
360.292.7230
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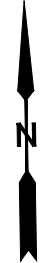


EXHIBIT A
TEMPORARY SLOPE EASEMENT
PARCEL NO. 756870-0765

That portion of the SW Quarter of the SE Quarter of Section 17, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at a point opposite SR 523 line Highway Engineer's Station (hereinafter referred to as "HES") 31+98.25 on the centerline of the SR 523 (NE 145TH ST) & I-5 Interchange Improvements Right of Way Plan Dated September 14th, 2021 and 44.47 feet Northerly therefrom;

Thence Easterly to a point opposite SR 523 line HES 32+50.91 and 46.02 feet Northerly therefrom;

Thence Northeasterly to a point opposite SR 523 line HES 32+60.07 and 49.81 feet Northerly therefrom;

Thence Northerly to a point opposite SR 523 line HES 32+60.03 and 50.83 feet Northerly therefrom;

Thence Westerly to a point opposite SR 523 line HES 31+98.03 and 50.82 feet Northerly therefrom;

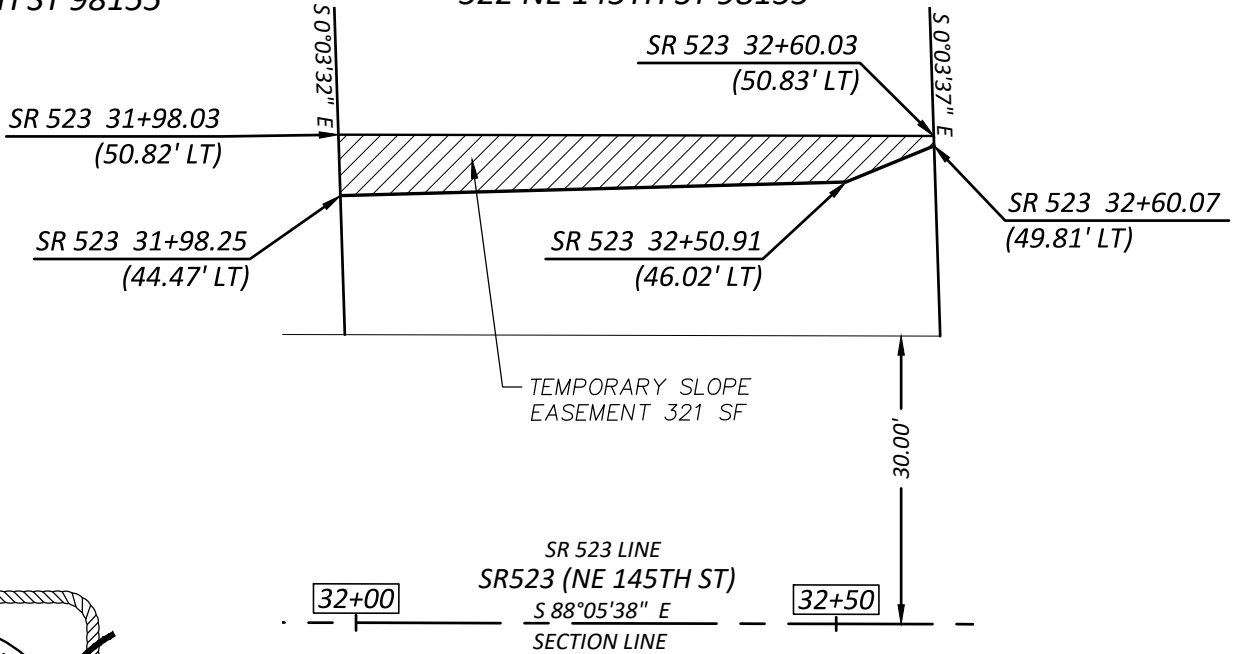
Thence Southerly to the Point of Beginning.

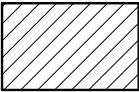
Containing 321 Square Feet.

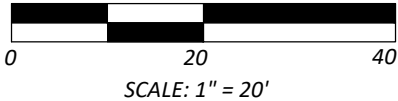
EXHIBIT "B"
TPN 7568700765
TEMPORARY SLOPE EASEMENT

75687007700
AKHTAR
JAVED & ROY RASHEED
516 NE 145TH ST 98155

75687007765
BERNTSEN
RAY
522 NE 145TH ST 98155




SLOPE
EASEMENT
JOB NO. 10182000109



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Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

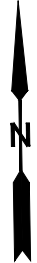


EXHIBIT A
FEE ACQUISITION
PARCEL NO. 756870-0770

That portion of the SW Quarter of the SE Quarter of Section 17, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at a point opposite SR 523 line Highway Engineer's Station (hereinafter referred to as "HES") 31+36.74 on the centerline of the SR 523 (NE 145TH ST) & I-5 Interchange Improvements Right of Way Plan Dated September 14th, 2021 and 29.99 feet Northerly therefrom;

Thence Easterly to a point opposite SR 523 line HES 31+98.75 and 30.00 feet Northerly therefrom;

Thence Northerly to a point opposite SR 523 line HES 31+98.25 and 44.47 feet Northerly therefrom;

Thence Westerly to a point opposite SR 523 line HES 31+64.79 and 43.49 feet Northerly therefrom and the beginning of curve to the right having a radius of 500.00 feet;

Thence Westerly along said curve through a central angle of 3°15'58", an arc distance of 28.50 feet to a point opposite SR 523 line HES 31+36.34 and 41.84 feet Northerly therefrom;

Thence Southerly to the Point of Beginning.

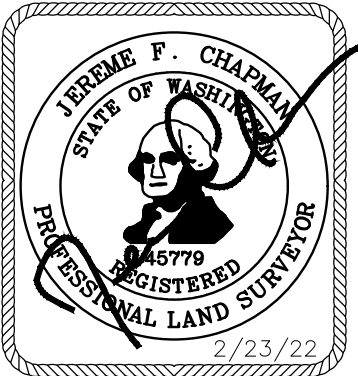
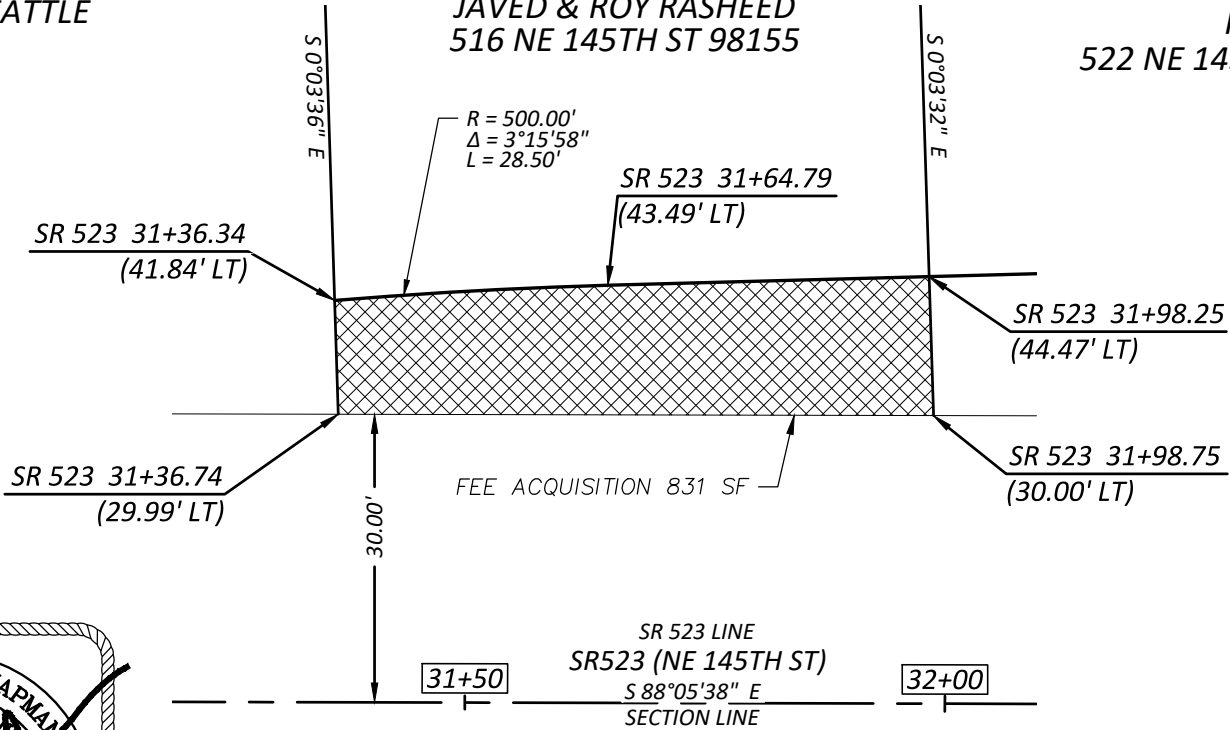
Containing 831 Square Feet.

EXHIBIT "B"
TPN 7568700770
FEE ACQUISITION

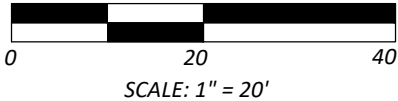
756870-0775
CITY OF SEATTLE

75687007700
AKHTAR
JAVED & ROY RASHEED
516 NE 145TH ST 98155

7568700765
BERNTSEN
RAY
522 NE 145TH ST 98155




FEE ACQUISITION
JOB NO. 10182000109



612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com



EXHIBIT A
TEMPORARY SLOPE EASEMENT
PARCEL NO. 756870-0770

That portion of the SW Quarter of the SE Quarter of Section 17, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at a point opposite SR 523 line Highway Engineer's Station (hereinafter referred to as "HES") 31+36.34 on the centerline of the SR 523 (NE 145TH ST) & I-5 Interchange Improvements Right of Way Plan Dated September 14th, 2021 and 41.84 feet Northerly therefrom and the beginning of a non-tangent curve having a radius of 500.00 feet, bearing S03°02'43"E;

Thence Easterly along said curve through a central angle of 3°15'58", an arc distance of 28.50 feet to a point opposite SR 523 line HES 31+64.79 and 43.49 feet Northerly therefrom;

Thence Easterly to a point opposite SR 523 line HES 31+98.25 and 44.47 feet Northerly therefrom;

Thence Northerly to a point opposite SR 523 line HES 31+98.03 and 50.82 feet Northerly therefrom;

Thence Westerly to a point opposite SR 523 line HES 31+36.03 and 50.82 feet Northerly therefrom;

Thence Southerly to the Point of Beginning.

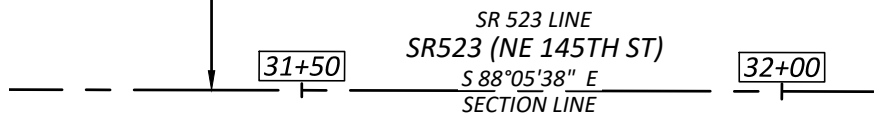
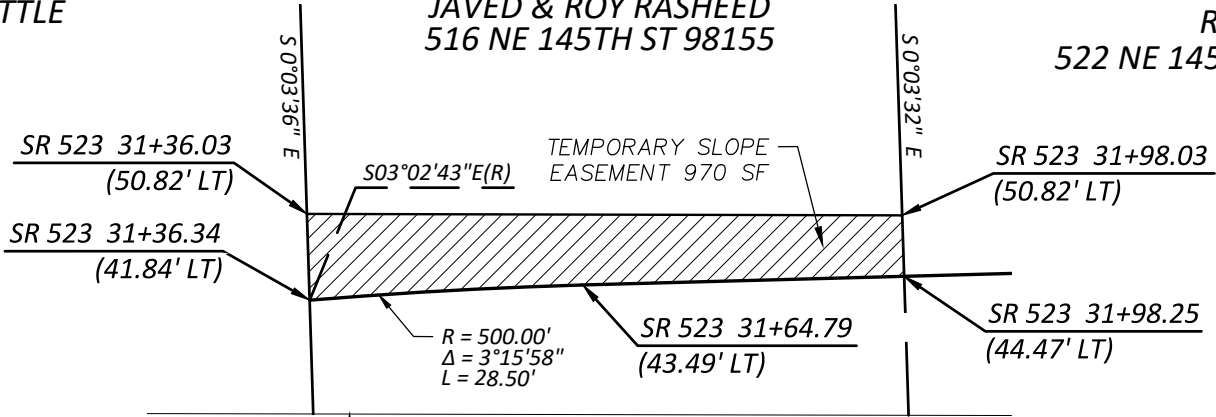
Containing 970 Square Feet.

EXHIBIT "B"
TPN 7568700770
TEMPORARY SLOPE EASEMENT

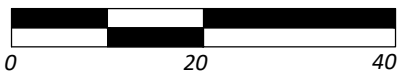
756870-0775
CITY OF SEATTLE

75687007700
AKHTAR
JAVED & ROY RASHEED
516 NE 145TH ST 98155

7568700765
BERNTSEN
RAY
522 NE 145TH ST 98155



JOB NO. 10182000109



SCALE: 1" = 20'



612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

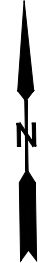


EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 756870-0785

That portion of the SW Quarter of the SE Quarter of Section 17, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at a point opposite 5 AVE Highway Engineer's Station (hereinafter referred to as "HES") 46+59.06 on the centerline of the 5th AVE NE of the SR 523 (NE 145TH ST) & I-5 Interchange Improvements Right of Way Plan Dated September 14th, 2021 and 65.25 feet Easterly therefrom;

Thence Southerly to a point opposite 5 AVE HES 45+99.13 and 67.99 feet Easterly therefrom;

Thence Easterly to a point opposite 5 AVE HES 45+99.22 and 76.27 feet Easterly therefrom;

Thence Northerly to a point opposite 5 AVE HES 46+59.15 and 73.48 feet Easterly therefrom;

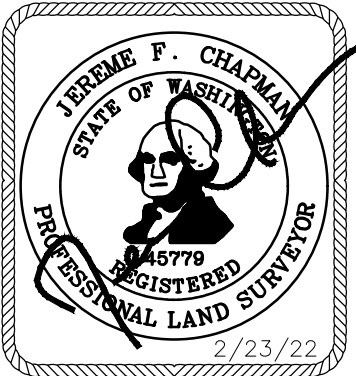
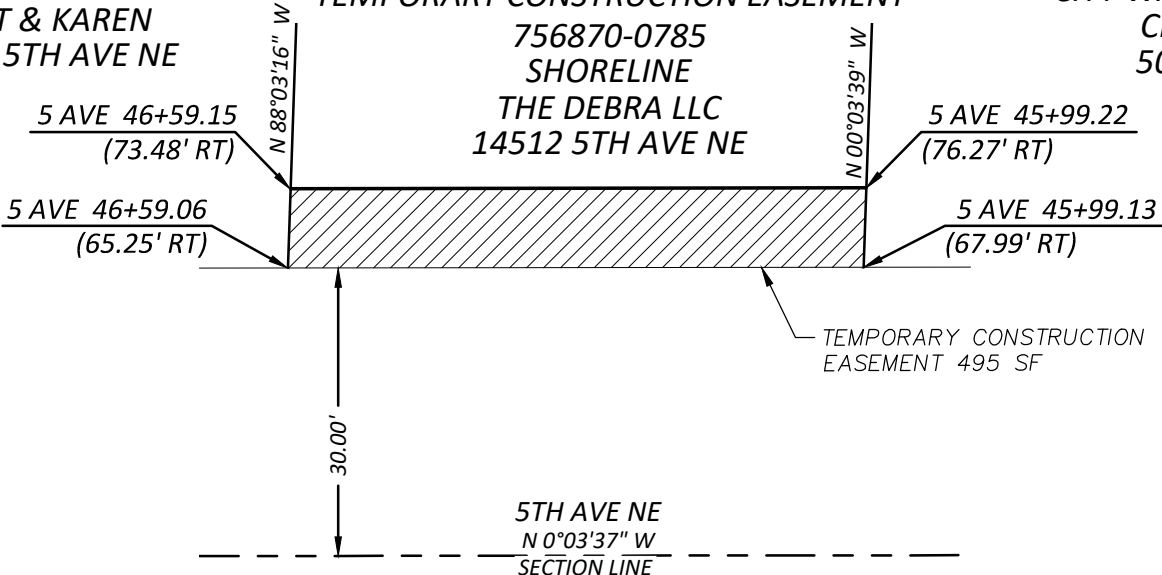
Thence Westerly to the Point of Beginning.

Containing 495 Square Feet.

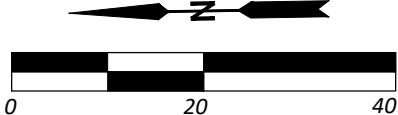
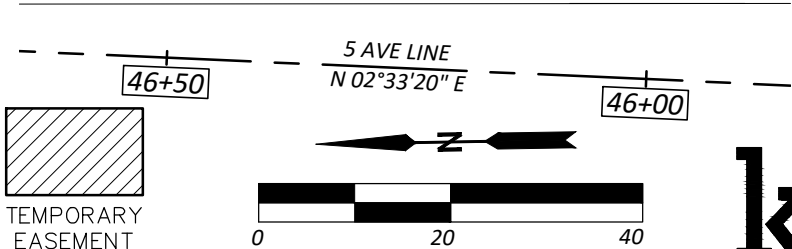
756870-0790
MEKO
BURT & KAREN
14518 5TH AVE NE

EXHIBIT "B"
TPN 756870-0785
TEMPORARY CONSTRUCTION EASEMENT
756870-0785
SHORELINE
THE DEBRA LLC
14512 5TH AVE NE

756870-0780
CITY WATER PUMP STATION
CITY OF SEATTLE
501 NE 145TH ST



JOB NO. 10182000109



SCALE: 1" = 20'



612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 756870-0790

That portion of the SW Quarter of the SE Quarter of Section 17, Township 26 North, Range 4 East, W.M., described as follows:

Beginning at a point opposite 5 AVE Highway Engineer's Station (hereinafter referred to as "HES") 46+95.82 on the centerline of the 5th AVE NE of the SR 523 (NE 145TH ST) & I-5 Interchange Improvements Right of Way Plan Dated September 14th, 2021 and 63.44 feet Easterly therefrom;

Thence Southerly to a point opposite 5 AVE HES 46+59.06 and 65.25 feet Northerly therefrom;

Thence Easterly to a point opposite 5 AVE HES 46+59.15 and 73.48 feet Northerly therefrom;

Thence Northerly to a point opposite 5 AVE HES 46+96.33 and 71.63 feet Northerly therefrom;

Thence Westerly to the Point of Beginning.

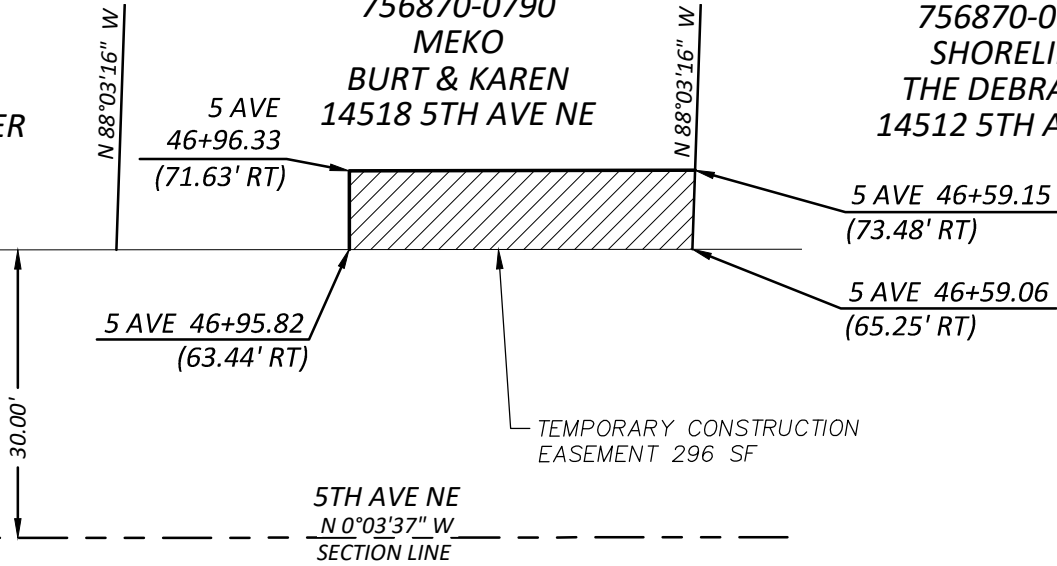
Containing 296 Square Feet.

EXHIBIT "B"
TPN 756870-0790
TEMPORARY CONSTRUCTION EASEMENT

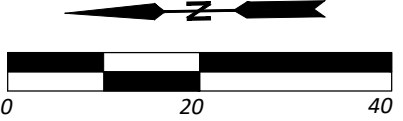
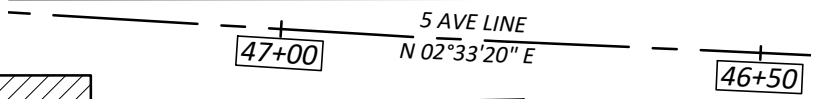
756870-0795
SHIELDS
FRANCIS H & JENNIFER
14526 5TH AVE NE

756870-0790
MEKO
BURT & KAREN
14518 5TH AVE NE

756870-0785
SHORELINE
THE DEBRA LLC
14512 5TH AVE NE



JOB NO. 10182000109



SCALE: 1" = 20'



612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com



NOTICE OF CONDEMNATION ACTION BY THE SHORELINE CITY COUNCIL

NOTICE IS HEREBY GIVEN pursuant to RCW 8.25.290 that the City Council of the City of Shoreline, Washington, is meeting virtually at its Council Meetings on Monday, **March 21, 2022**, at 7:00 pm to discuss and on Monday, **April 4, 2022**, at 7:00 pm to consider and/or act upon the following:

ORDINANCE NO. 957 AUTHORIZING THE USE OF EMINENT DOMAIN FOR ACQUISITION OF CERTAIN REAL PROPERTIES WITHIN THE CITY OF SHORELINE LOCATED ON OR NEAR NE 145TH STREET AND SIDE STREETS FROM APPROXIMATELY WEST OF INTERSTATE 5 TO 6TH AVENUE NE, IDENTIFIED AS PARCELS 288170-0366, 288170-TRCT, 756870-0785, 756870-0770, 756870-0765, 756870-0790.

At this time, City Council meetings are held virtually. You can attend one or both meetings using the following information:

- **Attend the Meeting via Zoom Webinar:** <https://zoom.us/j/95015006341>
- **Call into the Live Meeting:** 253-215-8782 Webinar ID: 950 1500 6341
- **Submit a written public comment here:**
<http://www.shorelinewa.gov/government/council-meetings/comment-on-agenda-items>.
- **Sign-up to provide oral public comment in the Zoom Meeting here:**
<http://www.shorelinewa.gov/government/council-meetings/city-council-remote-speaker-sign-in>

For further information, contact:

Rob McGaughey, PE

rmcgaughey@shorelinewa.gov

425-214-8598

A declaration of publishing will be filed with the City Clerk for the Shoreline City Council. Publication Dates: March 17 and 24, 2022 (Seattle Times)



SHORELINE CITY COUNCIL

Mayor Keith Scully
Deputy Mayor Betsy Robertson
Councilmember Doris McConnell
Councilmember Laura Mork
Councilmember Eben Pobe
Councilmember John Ramsdell
Councilmember Chris Roberts

NOTICE OF SHORELINE CITY COUNCIL ACTION FOR USE OF EMINENT DOMAIN

March 10, 2022

Sent by U.S. Certified Mail

[TAX PAYER NAME(S)]

[TAXPAYER ADDRESS]

[TAXPAYER CITY/STATE/ZIP]

RE: SR 523 (N/NE 145th Street) & I-5 Interchange Improvements Project
King County Tax Parcel#: **XXXXXX-XXXX**

Dear Shoreline Property Owner:

You are receiving this notice because you are the owner of record for property located on or near the 145th Street & I-5 Interchange. The City of Shoreline is currently designing the 145th Street & I-5 Interchange Improvements Project to provide for a safer, more efficient multimodal transportation corridor.

As part of the design process, the City has identified your property or a portion of your property, located at **SITE ADDRESS**, and identified by **King County Tax Parcel No. XXXXXX-XXXX** as necessary for this Project.

The City's right-of-way acquisition consultant, Roxanne Grimm with DCI Engineers, will soon be contacting you to negotiate the purchase of your property. Although it is anticipated that a negotiated agreement can be reached, the Shoreline City Council will hold a discussion on the potential use of eminent domain for this Project at its **March 21, 2022** regular meeting to address if an agreement cannot be reached. Final action on whether to authorize the use of eminent domain for the Project will be at the **April 4, 2022** regular meeting.

At this time, City Council meetings are held virtually. You can attend one or both meetings, which begin at 7:00 pm Local Time and/or provide written or oral comment using the following information:

- **Watch live streaming video:**
<http://www.shorelinewa.gov/government/council-meetings>
- **Attend the Meeting via Zoom Webinar:** <https://zoom.us/j/95015006341>
- **Call into the Live Meeting:** 253-215-8782 Webinar ID: 950 1500 6341

To submit a written public comment:

<http://www.shorelinewa.gov/government/council-meetings/comment-on-agenda-items>.

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.

To sign-up to provide oral public comment in the Zoom Meeting at:

<http://www.shorelinewa.gov/government/council-meetings/city-council-remote-speaker-sign-in>. To provide oral public comment, pre-registration is required by 6:30 pm the meeting night.

It is the City's intent and obligation to ensure that property owners are fairly compensated for the value of the property needed for this public Project. If agreement cannot be reached through negotiations, state law permits the City to acquire property utilizing eminent domain (i.e., condemnation). For the City, use of this right will be a last resort, to be used only when all negotiations have truly reached an impasse as to the fair market value of the property. If eminent domain is required, the court determines the fair market value of the property and then orders the transfer of the property after payment to the owner.

In order to utilize eminent domain, the City Council must adopt an ordinance authorizing its use. Adoption of the ordinance does not mean that the City will discontinue current negotiations – it only provides the City with the option to use eminent domain if it is needed in the future. It does not change the tone and nature of the current negotiations. Property acquisition is being brought before the City Council now so the 145th Street & I-5 Interchange Improvements Project can remain on schedule.

Once again, inclusion of your property does not mean that the City will discontinue current negotiations and proceed directly to court. It only means that the City will have the authority to proceed to court, if needed.

Information about the 145th Street & I-5 Interchange Improvements Project can be found on the City of Shoreline's website at: <https://www.shorelinewa.gov/our-city/145th-street-corridor/sr-523-n-ne-145th-street-i-5-interchange-project>.

If you have any questions or need additional information about this notice or any other aspect of the Project, please feel free to contact me. I look forward to working with you.

Sincerely,

Rob McGaughey, P.E.
Project Manager
Phone: (206) 214-8598
Email: RMcGaughey@shorelinewa.gov

Enclosures: Vicinity map (1), Public Notice (2)