



SHORELINE CITY COUNCIL REGULAR MEETING

Monday, December 5, 2022

7:00 p.m.

Council Chamber · Shoreline City Hall

<https://zoom.us/j/95015006341>

Phone: 253-215-8782 · Webinar ID: 950 1500 6341

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
3. APPROVAL OF THE AGENDA		
4. REPORT OF THE CITY MANAGER		
5. COUNCIL REPORTS		
6. PUBLIC COMMENT		

The City Council provides several options for public comment: in person in the Council Chamber; remote via computer or phone; or through written comment. Members of the public may address the Council during regular meetings 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 comments are being recorded.



Sign up for In-Person Comment the night of the meeting. *In person speakers will be called on first.*



[Sign up for Remote Public Comment.](#) *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.*

7. CONSENT CALENDAR		7:20
(a) Approval of Minutes of Special Meeting of October 24, 2022	<u>7a-1</u>	
(b) Authorize the City Manager to Execute Contract Amendment with Fehr & Peers in the Amount of \$443,350 for the Transportation Master Plan Update	<u>7b-1</u>	
(c) Approval of the Comprehensive Emergency Management Plan for 2022-2027	<u>7c-1</u>	
(d) Authorize the City Manager to Execute an Agreement with King County Flood Control District Awarding Grant Funds for the Hidden Lake Dam Removal Phase 2 Project	<u>7d-1</u>	
(e) Authorize the City Manager to Execute a Contract with Exeltech Consulting, Inc. in the Amount of \$204,939.16 for the Aurora Avenue Median Islands, Turn-pockets, Landscape and Bioretention Beds and Irrigation Retrofit Project	<u>7e-1</u>	

- (f) Authorize the City Manager to Execute a Contract with the Law Office of Sarah Roberts for Prosecution Services 7f-1
- (g) Authorize the City Manager to Transfer Ownership of Two Fleet Vehicles, One from the Equipment Rental Fund to the Surface Water Utility Fund and One from the Surface Water Utility Fund to the Equipment Rental Fund 7g-1
- (h) Approval of Multi-Family Tax Exemption Program Contract with Shoreline TOD Multifamily, LLC located at 108 NE 145th Street 7h-1
- (i) Authorizing the City Manager to Execute a Contract with Blueline Group, LLC in the Amount of \$157,749 for Construction Management and Inspection Services for the Midblock Crossing & Citywide Rectangular Rapid Flashing Beacons and Radar Speed Signs Project 7i-1

8. ACTION ITEMS

- (a) Public Hearing and Action on Resolution No. 498 – Surplus Designation of the Excess Property Acquired by the 145th Corridor (Phase 1) Project located at 14509 3rd Avenue N 8a-1 7:20

9. STUDY ITEMS

- (a) Council Overview on Snow and Ice Event Planning and Operations 9a-1 7:45

10. ADJOURNMENT 8:10

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

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[LINK TO STAFF PRESENTATIONS](#)



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CITY OF SHORELINE

SHORELINE CITY COUNCIL SUMMARY MINUTES OF SPECIAL MEETING

Monday, October 24, 2022
5:30 p.m.

Lobby - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: None

At 5:30 p.m., City Councilmembers arrived at City Hall to attend a retirement reception for the retiring City Manager, Debbie Tarry. Mayor Scully led a program in honor of Ms. Tarry and refreshments were served following the program. Councilmembers and the public thanked Ms. Tarry for her years of service to the City and congratulated her retirement.

The reception/special meeting adjourned at 6:30 pm.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute Contract Amendment No. 9 with consultant Fehr & Peers in the Amount of \$443,350 for the Transportation Master Plan (TMP) Update
DEPARTMENT:	Public Works
PRESENTED BY:	Nytasha Walters, Transportation Services Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In October 2020 when the City contracted with consultant Fehr & Peers for professional services in support of the Transportation Master Plan (TMP) Update, several objectives in the RFQ were put on hold until the next biennium in order to meet the available budget at the time. As the TMP update progressed in 2021 and 2022, additional areas for consultant support in developing implementation of the City’s overall transportation program were identified. In order to better serve the City’s needs, the Transportation Element (TE), which is the regulatory component required to be adopted into the City’s Comprehensive Plan (Comp Plan), was separated from the TMP to allow the TMP to be a more user-friendly document and include more specific strategies for implementation of goals, policies, programs, and projects; this has resulted in additional costs to complete the TMP.

Council approved budget for the above items through the 2023-2024 Biennial Budget process; the Fehr & Peers contract now requires amending to include scope and fee to complete the TMP and associated tasks.

RESOURCE/FINANCIAL IMPACT:

The 2023-2024 Biennial Budget approved by Council on November 21 included one-time funding for completion of updates for Concurrency and Traffic Impact Fees (TIFs), Street Typologies, a Porosity Study, and a Shared-Use Mobility Hub implementation strategy. These costs include both City staff and consultant costs for a total of \$480,500.

The 2023 CIP budget approved for the TMP includes an additional \$68,000 of consultant funding plus staff time to complete all remaining elements of the TMP update and final document preparation.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Contract Amendment No. 9 with Fehr & Peers for consultant services to complete the Transportation Master Plan (TMP) update and associated studies and tasks for an amount of \$443,350 and not to exceed a new contract total of \$1,086,256.

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

INTRODUCTION

The City is currently updating its Transportation Master Plan (TMP) to better serve the community's current and future transportation needs. The TMP supports all forms of travel and will guide local and regional transportation investments and define the City's future transportation policies, programs, and projects for the next 20 years.

The TMP update includes development of the Transportation Element (TE) which is the regulatory component of the TMP. The TE has been finalized and is included in the 2022 Comp Plan Amendment Docket. As a separate document to the TE, the TMP will provide additional guidance for implementing projects, programs, and policies. It will serve as a "user-friendly" guide to Shoreline transportation vision and goals. The attached amendment will allow the consultant to provide tasks in support of the TMP update as well as updates to the City's Transportation Impact Fees (TIFs) and concurrency programs, development of a set of street typologies, conducting a porosity (improving connectivity) study, and creating a shared-use mobility hub implementation strategy. With these new tasks, the TMP is now scheduled for completion in 2024.

BACKGROUND

The City conducted a formal Request for Qualifications (RFQ) to select a consultant to provide professional services for the multi-year Transportation Master Plan (TMP) Update. The City negotiated scope and fee and contracted with consultant Fehr & Peers, entering into that agreement on October 29, 2020.

During the negotiation, there were several TMP implementation related elements included in the RFQ that were put on hold until budget was available in the next biennium since these items could be conducted toward the end of the TMP update. These included updating the City's TIF program, identifying a preferred concurrency approach and measurement tool, and developing street typology descriptions and figures.

As the TMP update process proceeded, it was also determined that a few of the tasks required more work to make the TMP a more comprehensive tool. This includes the need for further information for connectivity or porosity in station areas, and a more comprehensive description and plan for implementation of mobility hubs.

Finally, it was determined that the City was best served in separating the Transportation Element (TE), which is the regulatory portion of the TMP that is adopted into the City's Comp Plan, from the TMP. This allows the TMP to be a more user-friendly guide providing more specifics for policy, program, and project implementation. These determinations resulted in an extended scope and added fees.

Based on the above items, the Fehr & Peers contract requires an amendment to include scope and fee to complete the TMP and the identified additional tasks.

DISCUSSION

The City contracted with consultant Fehr & Peers for professional services in support of the Transportation Master Plan Update after a competitive RFQ process. **The original contract amount was executed for \$548,681.** There have been eight amendments to date.

- Amendment No. 1: Added subconsultant (BERK Consulting) 2021 staff rates. No additional dollars added to contract.
- Amendment No. 2: Added Fehr & Peers 2021/2022 staff rates. No additional dollars added to contract.
- Amendment No. 3: Added Level of Service (LOS) supplemental tasks to contract. **Contract increase of \$5,765.**
- Amendment No. 4: Added tasks to provide additional corridor and intersection analysis. **Contract increase of \$23,410.**
- Amendment No. 5: Added subconsultants BERK Consulting, Inc. and Perteet, Inc. 2022 staff rates. No additional dollars added to contract.
- Amendment No. 6: Added mapping and GIS data support originally to be completed by City staff but redirected to consultant due to staffing shortages. **Contract increase of \$15,060.**
- Amendment No. 7: Added additional outreach, climate support, and development of the Transportation Element. **Contract increase of \$49,990.**
- Amendment No. 8: Added current staff rates and extended expiration date to June 30, 2023.
- Amendment No. 9: This **amendment adds \$443,350** and is discussed in the following paragraphs.

On November 21, 2022, Shoreline Council approved the 2023-2024 Biennial Budget which included funding to complete the Transportation Master Plan Update and several other related studies and implementation programs. During the initial Request for Qualifications (RFQ) in 2020, there were several objectives identified which, after negotiations, were not included in the original contract, but put on hold until the next biennium when there may be additional funding to conduct these tasks. These included:

- **Concurrency framework.** The City by law must maintain a certain level of service standard for its roadways. Per the Washington State Growth Management Act, meeting concurrency means that the capacity of the transportation system matches the traffic demand. The City's current policies are heavily motor-vehicle focused. With a vision to expand alternative transportation options and consider a multi-modal level of service (MMLOS), the TE developed policies for addressing vehicle, pedestrian, bicycle, and transit level of service. To assist Shoreline in measuring concurrency, consultant Fehr & Peers will now work with staff to identify a preferred concurrency approach and develop a standalone concurrency measurement tool which will help the City track construction of its transportation system alongside development. The consultant will provide recommended edits to the Shoreline Municipal Code language, train

staff in administering the new concurrency program, and review any additional projects to be considered for inclusion in the concurrency program.

- **Transportation Impact Fee (TIF) program.** TIFs allow the City to assess a one-time impact fee against a new development project to help pay for new or expanded public capital facilities that will directly address the increased demand for services created by that development. Consultant Fehr & Peers will work with City staff to determine what is and is not working well with the current program; what types of projects should TIFs fund; what specifics the program should be based on; and what other Puget Sound communities are doing. The consultant will review the transportation project list developed as part of TE/TMP to identify capital projects that could meet impact fee eligibility and help staff draft a transportation impact fee project list.
- **Street Typologies.** Consultant Fehr & Peers will create a set of street typologies to help guide the redevelopment of City streets in a way that meets the intent of the Complete Streets ordinance, aligns with modal plans, integrates potential surface water uses and synergies with adjacent land uses, and opportunities for maintaining urban tree canopy.

In addition to adding these scoped tasks from the original RFQ, work completed to date on the TMP update has revealed the need for a better understanding of certain transportation needs and key areas to be developed properly for the TMP implementation. These include:

- **Porosity (Connectivity) Study.** With the City focusing growth in four key candidate countywide centers, two of these being the areas adjacent to the light rail stations which are zoned for higher-density multi-use and are already experiencing development, the consultant will work with staff to identify priority high-activity/high-density areas of the City that might benefit from better connectivity for all modes of transportation. Consultant Fehr & Peers will look at where new connections should be prioritized to ensure transportation connectivity, what the ideal block length should be to promote connectivity, and identify and recommend any new crossings or street configurations. The consultant will provide recommendations for policy language to be included in the TMP to support porosity in these priority areas as well as updates to the Municipal Code and Engineering Design Manual.
- **Shared-Use Mobility Hub Implementation.** The TE identified several general locations for various types of shared-use mobility hubs. In order to develop a better strategy for TMP implementation, the consultant will support staff in a more in-depth review of these hubs including evaluating near-term opportunities (partnership opportunities and/or available land, etc.); identifying priority locations (based on the communities or destinations they would serve); and longer-term projects to complete the full mobility hub network in the future.

Finally, City staff determined that after initial concurrent work, the TE (the regulatory component of the TMP) should be developed and finalized separately from the final

TMP, allowing the TMP to be developed as the more user-friendly document for implementing the policies, programs, and plans in the TE. In this way, the TE as required by law is being adopted into the Comprehensive Plan through the 2022 Comprehensive Plan amendment process. On November 28, 2022, Shoreline Council approved Ordinance No. 975 – 2022 Comprehensive Plan Annual Docket Amendments to the Shoreline Comprehensive, which included the updated Transportation Element.

The consultant will complete the TMP in 2024 to allow the new tasks in this amendment to inform its guidelines. This will allow the City flexibility with implementing the TMP and save staff time/costs with any amendments to the TMP over the next decade. If the TMP had been adopted into the Comp Plan, it is an extensive process to make any changes. The creation of a separate TE and TMP has added additional costs to complete the TMP (about \$68,000 in consultant costs plus staff time), which has been addressed in the 2023-2028 Capital Improvement Plan.

Since Council has already approved these added elements and costs during the 2023-2024 Biennial Budget process, staff is now requesting that Council approve amending the consultant contract with Fehr & Peers to provide the continued support for these TMP related tasks.

COUNCIL GOAL(S) ADDRESSED

The TE and TMP updates support all five of the 2022-2024 City Council Goals and most specifically support the following City Council Goals:

- Goal 2: Continue to deliver highly-valued public services through the management of the City’s infrastructure and stewardship of the natural environment.
- Goal 3: Continue preparation for regional mass transit in Shoreline.
- Goal 4: Expand the City’s focus on equity and social justice and work to become an Anti-Racist community.

RESOURCE/FINANCIAL IMPACT

The 2023-2024 Biennial Budget approved by Council on November 21 included one-time funding for completion of updates for Concurrency and Traffic Impact Fees (TIFs), Street Typologies, a Porosity Study, and a Shared-Use Mobility Hub implementation strategy. These costs include both City staff and consultant costs for a total of \$480,500.

The 2023 CIP budget approved for the TMP includes an additional \$68,000 of consultant funding plus staff time to complete all remaining elements of the TMP update and final document preparation.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Contract Amendment No. 9 with Fehr & Peers for consultant services to complete the Transportation Master Plan (TMP) update and associated studies and tasks for an amount of \$443,350 and not to exceed a new contract total of \$1,086,256.

ATTACHMENTS

Attachment A: Consultant Fehr & Peers - Transportation Improvement Plan Update Support Services Contract Amendment No. 9

Receiving # 9685.09

**NINTH AMENDMENT TO CONTRACT FOR SERVICES
(ORIGINAL CONTRACT NUMBER: 9685)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, and Fehr & Peers on October 29, 2020; and said agreement was last amended on July 5, 2022.

Whereas the parties desire to amend said agreement once again in order to reflect a change of circumstances, to wit: Add scope and fee representing supporting tasks for the Transportation Master Plan Update; add subconsultant 2023 staff rates; and extend the expiration date.

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

1. **Existing Agreement Amended:**

The City and Fehr & Peers entered into an agreement on October 29, 2020 identified as: the Transportation Master Plan Update.

The City and Fehr & Peers have amended this agreement on eight (8) occasions with amendments dated January 12, 2021, July 15, 2021, October 1, 2021, December 10, 2021, January 28, 2022, March 24, 2022, April 18, 2022, and July 5, 2022.

The parties hereby amend the original agreement as amended.

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

Section 1: Scope of Services to be Performed by the Consultant. The consultant shall perform the additional tasks for Transportation Impact Fee and Concurrency programs, porosity study, street typology development, shared-use mobility hub implementation, and final document preparation in support of the Transportation Master Plan Update as outlined in Exhibit A-9.

Section 2: Compensation. Services for the additional tasks added by this amendment will be paid at the rates set forth in Exhibit A-9 (including subconsultant 2023 staff rates) for a total of \$443,350 to be added to the contract for a new contract total amount not to exceed a maximum of \$1,086,256. Contract amount allows for a consultant and subconsultant annual staff rate increase as approved by the City.

Section 3: Term. A. The term of this Agreement currently in effect will end at midnight on the 31st day of December 2024.

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

EXECUTED, this the day of December, 2022

CITY OF SHORELINE

CONSULTANT

Name: Bristol Ellington

Title: City Manager

Name: Kendra Breiland

Title: Principal

Scope and Fee Estimate:
Transportation Master Plan Add Services

This scope of work reflects additional tasks requested of the Shoreline Transportation Master Plan consultant team (Fehr & Peers) including the following components:

- Supporting an update of the City's Transportation Impact Fee program (Task 11)
- Supporting an update to the City's transportation concurrency program (Task 12)
- Analysis for evaluating and improving connectivity (Task 13)
- Supporting an extended timeline for development of the Transportation Master Plan, which will allow for additional input by the community, staff, and elected officials (Task 14)
- Development of street typologies map and factsheets (Task 15)
- Development of Shared-Use Mobility Hub Implementation (Task 16)

The fee for this work is shown on the final page of this scope.

Task 11: Update of Transportation Impact Fees

The goal of this task will be to update the City of Shoreline's transportation impact fee program.

11.1 Impact Fee Kick Off Meeting

Consultant will kick off the impact fees update by holding a staff workshop that asks the following key questions, which are central to this impact fee update:

- What is working well with the City's current impact fee program and what should be changed?
- What types of projects should impact fees fund?
- Should the program be vehicle-trip based or person-trip based?
- Should the program be based on a single, citywide rate or should it be zone-based?
- What types of land use categories should be included in the fee schedule?
- How do Shoreline's transportation impact fee rates compare to other Puget Sound communities and what is the appetite for raising rates?

Deliverable:

- Notes from the kickoff meeting that document staff responses to the key questions.

11.2 Review and Update Transportation Project List

Consultant will review the transportation project list developed as part of Shoreline's Transportation Element to identify capital projects that could meet impact fee eligibility. Fehr & Peers will meet with Shoreline staff to discuss potential projects for inclusion in the City's impact fee program and confirm an initial draft list. Following the meeting, Shoreline staff will provide Fehr & Peers with the most current information available about project costs (although this information should be largely developed in previous tasks) and any identified non-impact fee funding sources for projects. Fehr & Peers will compile this information to develop an initial draft transportation impact fee project list.

It is assumed that up to 30 projects will be selected to prepare planning level cost estimates for use by the City in support of its Transportation Impact Fund (TIF). Project types may include intersections,

roundabouts, and street section widening. Major corridor widening is not included and would require a modification or supplement to this scope. It is assumed that:

- Potential right-of-way square footage and relocation costs shall be supplied by the City.
- The City shall provide proposed construction year information and concur with appropriate contingency rates.
- Operation costs shall be provided by the City and added into the planning level estimates.
- Fee proposal hours are based on projected rates for 2023.
- Level of effort and number of projects to be estimated are limited to the hours presented in the fee proposal.
- GIS level plan information will be used as a basis for developing the estimates (no topographical survey included).
- A typical cross section will be prepared to illustrate the intent of the improvements (approximately 10% level design).
- Plan layouts are not included in the scope of services but may be provided with a modification or supplement to this scope.
- The estimate will include a description of site specific assumptions including drainage (conveyance and water quality treatment), signal and wall considerations.
- Environmental and/or permitting costs will be listed as a percentage of the total cost.
- Utility relocation costs are assumed to be borne by the franchises.

Deliverable:

- Draft transportation impact fee project list, with costs and funding availability.
- Planning level cost summary per project (draft and final for up to 30 projects).

11.3 Calculate Existing Deficiencies

Consultant will calculate the existing deficiency portion of transportation projects based on adopted level of service policies. This will be based on Fehr & Peers' work on the City's Transportation Element. No new LOS analysis is assumed as part of this project.

Deliverable:

- Table of existing deficiencies for each project.

11.4 Update Growth Estimates

Consultant will summarize expected residential and commercial growth within the City consistent with the growth assumptions applied for the Transportation Element 2044 analysis. Consultant will then convert the land use growth to trips for calculation of the impact fee using the modified version of the PSRC travel model refined for Shoreline ("Shoreline model") applied for the Transportation Element.

Deliverable:

- Spreadsheet of land use and trip growth.

11.5 Determine Share of Trips Attributable to Growth in Shoreline

Consultant will then apply the Shoreline model to estimate trips occurring on each of the proposed transportation projects, identifying the percentage of trips attributable to City growth.

Deliverable:

- Spreadsheet documenting growth portion in Shoreline.

11.6 Calculate Impact Fee Rate and Update Fee Schedule

Consultant will calculate a new 'cost per trip end' that is translated into an impact fee schedule. Consultant will update the fee schedule to reflect the new "cost per trip end", updated land use categories (based on discussion with City staff in the kickoff meeting), and the most updated version of the Institute of Transportation Engineers *Trip Generation Manual*. Potential updates include: revised land use categories, setting rates by geographic area, or rate variations based on differences in mode share.

Deliverable:

- Spreadsheet documenting cost per trip end and revised fee schedule.

11.7 Prepare Impact Fee Rate Study

Consultant will develop a short report documenting the impact fee rate methodology and results.

Deliverable:

- Report documenting rate program update (for reference in City ordinance).

11.8 Meetings/Council Presentation

Fehr & Peers staff will attend up to four conference calls with City staff (beyond the kickoff meeting) to discuss results of the analysis. Consultant will also present the results of the updated impact fee study to City Council.

Deliverable:

- Four conference calls.
- Presentation and attendance at Council meeting.

Task 12: Update of Transportation Concurrency Program

To assist Shoreline in measuring concurrency, Fehr & Peers will work with staff to identify a preferred concurrency approach and then develop a standalone concurrency measurement tool. It is assumed that this tool will help track the City's progress in constructing its transportation system alongside development.

12.1 Concurrency Workshop

Fehr & Peers staff will lead a two-hour workshop with Shoreline staff to review up to four concurrency approaches applied by other jurisdictions in Washington, including the potential applicability of each approach to Shoreline. The workshop will focus on how each method helps advance the priorities and MMLOS policies identified in the Transportation Element. Following the workshop, Fehr & Peers will be ready to develop a program based on the feedback received by participants.

Consultant will produce a summary of the workshop for the project record.

Deliverables:

- Memorandum summarizing the Concurrency Workshop and related efforts.

12.2 Calculate Standard Unit of Measure for Concurrency

Following on the direction received in Task 12.1, Fehr & Peers will develop a concurrency tool. The first step in developing this tool will be to identify a standard unit of measurement to track progress in both transportation system delivery and growth.

Consultant will calculate this standard unit of measure based on growth in Shoreline. It is assumed that this standard unit of measure will include trips on all modes of travel. Consultant will document the methodology and the data for use in the City's concurrency measurement tool.

Deliverables:

- Spreadsheet calculations and memo describing methodology.

12.3 Identify Projects to Include in Concurrency

Consultant will review the project list developed for the Transportation Element and identify which projects are eligible to be included for concurrency.

Assumptions:

- The projects to be considered for inclusion in the concurrency program, as well as project costs, will come from the Transportation Element and costing developed through Task 11.

Deliverables:

- Project list spreadsheet with costs.

12.4 Develop Concurrency Management System

Consultant will develop an approach on how concurrency would be measured using the standard unit established in Task 12.2. The approach may include a comparison of system completion (i.e. the pace at which the City implements transportation projects) and system demand (i.e. the pace of new growth). Following direction received in Tasks 12.1 and 12.2, consultant will develop a tracking system for staff to use in measuring concurrency. Consultant will provide content to City staff to update the City's concurrency management ordinance language.

Assumptions:

- Final concurrency tracking spreadsheet tool will be provided to the City for use in future concurrency monitoring.
- City staff will provide Fehr & Peers with its municipal code language related to transportation concurrency. Fehr & Peers will provide recommended edits to this code language, either in tracked changes or as text for inclusion to assist Shoreline City Staff and City Attorney in updating its concurrency code language.

Deliverables:

- Concurrency memorandum and concurrency tracking tool.
- Content for the concurrency management updated ordinance.

12.5 Staff Training and Support

This task includes one 2-hour staff training and follow up time to respond to staff questions in administering the new concurrency program. Consultant will develop a memorandum documenting all assumptions and processes used to measure concurrency.

Assumptions:

- Fehr & Peers staff have budgeted up to 16 hours for ongoing advising and support.

Deliverables:

- Training materials including meeting agenda, PowerPoint, and meeting notes. Brief memorandum documenting assumptions and processes.

Task 13: Evaluating and Improving Connectivity

Task 13.1: Literature Review

Fehr & Peers staff will review “Ticket to Ride: Improving Walkability Around Shoreline’s Light Rail Station Subareas” produced by the Evans School for Shoreline in 2020. Consultant will review this report for key findings about ideal block lengths to promote connectivity, as well as policies and practices conducted by peer cities, including potential funding mechanisms. In addition, Fehr & Peers staff will reach out to staff in the City of Mountlake Terrace to better understand their approach for implementing new street connections in their town center station area.

Task 13.2: Where should new connections be prioritized to ensure porosity?

The 2018 Master Street Plan charrettes focused on the 145th and 185th Station Areas. However, there are other high-activity areas of the City that would benefit from improved porosity. Fehr & Peers staff will leverage the City’s GIS map files to identify areas of the City where higher-levels of connectivity should be considered. These areas will be identified based on the location of key destinations:

- Light rail station areas with MUR-70, 45, and 35 zoning
- High density mixed use residential zoning
- Retail/commercial zoning
- In the vicinity of high frequency transit stops

Fehr & Peers will develop a map in GIS recommending these high priority areas for porosity and submit to Shoreline staff for their review. Once high priority areas have been established, they will be evaluated in task 13.3.

Task 13.3: Porosity Analysis

Building off of task 13.2, consultant will perform a porosity analysis within each priority area. The porosity analysis will include a block perimeter analysis that considers:

- Block area
- Presence of bicycle facilities
- Presence of pedestrian facilities (sidewalk/trail)
- Presence or planned high frequency transit stops
- Connected streets & their functional classification

The block perimeter analysis will calculate unbroken block size for each of the priority areas. Based on analysis and comparison to average block sizes in other cities that are considered to be walkable, consultant would flag blocks that are “too large” and lack porosity, in terms of street connections for light rail station areas and in terms of publicly-available, low stress bicycle/pedestrian connections for other areas of the City. This task will result in a recommended threshold block size that would trigger a developer to build a new street connection in light rail station areas and a new midblock connection in other areas of the City.

Fehr & Peers will develop draft maps in GIS for each priority area with color-coded blocks to correlate with what code requirements for new streets or midblock connections are triggered by a maximum distance between two parallel streets and/or overall block area. Consultant will submit the maps to Shoreline staff for their review. Fehr & Peers has budget for up to two rounds of updates to the maps to respond to staff comments on methodology or data.

Task 13.4: Recommended New Connections

Based on the porosity analysis in Task 13.3, Fehr & Peers will recommend a set of new streets (in light rail station areas) or midblock connections (in other areas) that would be needed to achieve acceptable porosity. While it is acknowledged the consultant does not have specifics about development proposals, the consultant can recommend an approximate street or midblock connection length and width that would be needed to achieve the City’s connectivity standards. Fehr & Peers will develop a map of these connections for City staff to review. Once the connections map has been approved, consultant will develop high-level cost estimates for the new connection, based on prevailing land values and engineering quantities. Consultant will submit this list of potential connections and their costs to City staff for their review.

Task 13.5: Potential Funding for New Connections

Consultant will work with City staff to identify potential approaches to fund new connections. Consultant will identify potential funding approaches (such as impact fees, LIDs, TBDs, and private streets) and the pros and cons of each of these approaches, including who pays, revenue generation potential, and other legal considerations. To the extent appropriate, consultant will include considerations raised in the Evans School’s “Ticket to Ride” report.

Task 13.6: Recommended Updates for SMC, EDM, and TMP

Building off tasks 13.1-13.4, Fehr & Peers will write a memo providing recommended updates to:

- Shoreline Municipal Code Chapter 20.
- Engineering Design Manual Chapter 12.
- Recommended high-level policy language for inclusion in the TMP that will support porosity in priority areas.

Fehr & Peers will submit this memo to Shoreline staff and respond to up to two rounds of comments.

Task 13.7: Collaboration with Staff

Fehr & Peers has budgeted up to 10 one-hour meetings with Shoreline staff to discuss these topics.

Task 14: Extended Timeline for the TMP

The City required a more robust Transportation Element than was previously anticipated. As a result, Fehr & Peers shifted resources to develop that deliverable. It has been identified that the Transportation Master Plan would benefit from an expanded schedule that would accommodate additional input from the community, City staff, and elected officials. As such, this scope proposes additional time for coordination, document development, and document review and revisions that would occur in 2023/2024.

Assumptions:

- Additional project management, including bi-weekly coordination calls, subconsultant management, and invoicing.
- Up to two workshops related to key topics for the Transportation Master Plan.
- Participation at up to two additional Planning Commission or City Council meetings.
- Development of Draft, Administrative Draft, and Final Transportation Master Plan.

Deliverables:

- Coordination call notes, maintenance of 3-month look ahead schedule, maintenance of SharePoint site, project invoices and progress reports.
- Workshop materials and notes.
- Presentation materials for City Council or Planning Commission meetings.
- Draft, Administrative Draft, and Final Transportation Master Plan.

Task 15: Street Typology Factsheets

The Consultant will develop street typology descriptions and figures for up to eight (8) street typologies. These street typologies will take into account factors such as: roadway functional classification; modal priorities; right of way; and desired street amenities. The Consultant will begin the process of developing the street typologies by holding a meeting with City staff that considers the layered network and modal standards.

Deliverables:

- Draft and final street typologies figures.

Task 16: Shared-Use Mobility Hub Implementation

Task 16.1. Hub Prioritization and Phasing (Phase 1)

The Transportation Element proposes 17 potential shared-use mobility hubs in the City. Fehr & Peers will support the City in reviewing these locations and identifying those hubs most suitable for near-term implementation. Key considerations will include:

- Land use and community context, based on spatial land use, demographic, and equity analysis performed for the Transportation Element and other development plans adjacent to proposed hubs.
- Environmental context, based on a review of aerial imagery, sensitive habitats, topography, and water bodies, which may impact the feasibility of a mobility hub site.
- Transportation context, based on Shoreline's existing transportation network and the 20-year financially constrained project list presented in the Transportation Element.
- Transit service context, based on analysis and mapping performed for the Transportation Element, as well as consideration of transit operators (King County Metro, Community Transit, and Sound Transit) and planned investments.

Fehr & Peers will compile maps to support the placement of shared-use mobility hubs into three categories:

- Near-term opportunities: Hubs that could be implemented in a 2-4 year timeframe based on partnership opportunities, availability of developable land, and available, constructed connections to multimodal infrastructure, such as high frequency transit, low stress bike facilities, and/or complete sidewalk or trail networks.
- Priority locations: These hubs may lack some of the locational advantages of the near-term opportunities but are considered high priority locations based on the communities or destinations they would serve. There will not be a timeline specified for implementation of these hubs, but they will be noted as priorities the City should take positive steps to advance.
- Network completion hubs: These are the hubs that remain after the other two categories are identified. While it's understood that the City is committed to realizing the full mobility hub network identified in the Transportation Element, implementing these hubs are likely longer term priorities.

This task will include five main subtasks:

1. Kick off meeting with the City's project manager and appropriate staff.
2. Technical work, including mapping and analysis to categorize the 17 mobility hubs.
3. A workshop to present recommendations and discuss hubs that should be further developed as part of task 16.2.
4. Refinement of hub categories and documentation, based on feedback received at the workshop.
5. Project management and coordination – availability for calls, invoicing, and progress reports.

Task 16.2. Hub Amenities & Design (Phase 2)

Following Task 16.1, Fehr & Peers will develop recommendations for the design of up to five mobility hubs. It is anticipated that these hubs will be either “near-term opportunities” or “priority locations.” For each of the locations considered in this task, Fehr & Peers will provide:

- Recommended amenities that should be included at each hub, based on guidance from the UW Evans School Report, the Transportation Element, and King County Metro’s Transit Hubs Typology and Toolkit document (April 2022).
- A map/aerial of potential location of each hub, including developable land, physical impediments, access, lighting, safety.
- A visual rendering of the hub with treatments in place. It is envisioned that these renderings will provide community understanding of what the hubs will be and collateral for grant applications. It is anticipated that these renderings would have a similar look and feel to those included in King County Metro’s Transit Hubs Typology and Toolkit document.
- Planning-level cost estimate will be developed based on specific features and anticipated construction costs.

It is envisioned that this task will include the following subtasks:

1. Kick-off meeting to confirm five hubs for design.
2. Assign hub features to specific locations based on guidance documents and context.
3. Layout of hubs on aerial imagery.
4. Development of visual renderings for each hub.
5. Cost estimation for each hub.
6. Project management and coordination – availability for calls, invoicing, and progress reports.

Task	FP								Perteeet						Cost
	Kendra Breiland	Briana Calhoun	Jeff Pierson	Chris Grgich	Alex Liaw	Tino Jonga	Krystle Li	Brittany Skinner	Kurt A.	Brent Powell	Kurt Wiseman	Tom Steckel	Rodolfo Dominguez	Kellie Delisle	
	\$310	\$170	\$220	\$235	\$185	\$155	\$170	\$130	\$215	\$200	\$180	\$140	\$130	\$100	
Task 11: Transportation Impact Fees															\$103,630
11.1 - Impact Fee Kick Off Meeting	6	8						1							\$3,350
11.2 - Review and Update Transportation Project List	8	4	4					1	8	30	150	30	30	4	\$47,390
11.3 - Calculate Existing Deficiencies	2	8	4					1							\$2,990
11.4 - Update Growth Estimates	4	8	8					2							\$4,620
11.5 - Determine Trips Attributable to Growth	4	4	16					2							\$5,700
11.6 - Calculate Rate and Update Fee Schedule	8	12	36					5							\$13,090
11.7 - Prepare Impact Fee Rate Study	4	16	16					8	4						\$9,360
11.8 - Meetings/Council Presentation	40	16						8	5						\$17,130
Task 12: Concurrency Management															\$40,140
12.1 - Concurrency Workshop	8	12	8					2							\$6,540
12.2 - Calculate Standard Unit of Measurement	4	12	20					3							\$8,070
12.3 - Identify Projects to Included in Concurrency	4	8	12					2							\$5,500
12.4 - Develop Concurrency Management System	8	12	36					5							\$13,090
12.5 - Staff Training and Support	8	4	16					2							\$6,940
Task 13: Evaluating and Improving Connectivity								35							\$49,950
13.1-13.7 Mapping, Analysis, and Code Updates	60	80			16	40	36	19							\$49,950
Task 14: TMP Extension															\$67,750
14.1 Additional Project Management	64	16						7							\$23,470
14.2 - Workshop Facilitation	16	16	4					3							\$8,950
14.3 - CC/PC Meetings	8	0	0					1							\$2,610
14.4 - Draft, Administrative Draft, and Final TMP	40	40	8					60	12						\$32,720
Task 15: Street Typologies															\$40,970
15.1 Meetings & Coordination	16	16		4				3							\$9,010
15.2 - Typologies Map	20	8		8				24	5						\$14,170
15.3 - Street Standards Cutsheets	16	8		16				40	7						\$17,790
Task 16: Shared-Use Mobility Hub Implementation															\$140,910
16.1 - Hub Prioritization and Phasing	72	90		4	28			60	21						\$56,670
16.2 - Amenities and Design	84	68		20	116			96	32						\$84,240
Total	504	466	188	52	160	40	332	180	8	30	150	30	30	4	\$ 443,350

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of the 2022-2027 Comprehensive Emergency Management Plan Update
DEPARTMENT:	Recreation, Cultural, and Community Services Department
PRESENTED BY:	Ryan Zavala, Emergency Management Coordinator Bethany Wolbrecht-Dunn, Community Services Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City is required to develop and maintain a Comprehensive Emergency Management Plan (CEMP) that meets the statutory guidelines set forth in RCW 38.52.070. The CEMP describes the mechanism and structure by which the City mobilizes resources and conducts activities to respond and address the consequences of a major disaster or emergency within the boundaries of the City of Shoreline. The CEMP has to be updated and submitted to the State for review and approval every five years. The City's CEMP was last submitted to the State in 2015 and was set to expire in 2020. However, due to the COVID-19 Pandemic and staff turnover in the Emergency Management Coordinator position, the City was given until the end of the 2022 calendar year to submit the CEMP to the State.

The 2022-2027 CEMP is the fifth update to the City's emergency plan. Since 2015, there have been no significant changes mandated by the State or the Federal Government that impact the CEMP. Most of the changes in this update were due to the change in staff positions in the Emergency Operations Center (EOC), department changes, formatting for ease of use, and process updates that needed to be incorporated into the CEMP.

At the November 21, 2022, Council meeting, Council reviewed the CEMP and directed this item to be brought back for adoption at tonight's Council meeting.

RESOURCE/FINANCIAL IMPACT:

There is no additional financial impact by approving the CEMP.

RECOMMENDATION

Staff recommends that the City Council move to adopt the 2022-20227 Comprehensive Emergency Management Plan.

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

BACKGROUND

Cities in the State of Washington have the primary responsibility for disaster mitigation and emergency preparedness, response, and recovery activities within their boundaries. As per state law (RCW 38.32), each city must develop, adopt, and maintain a Comprehensive Emergency Management Plan (CEMP). The City's last plan was approved by the City Council in August 2015, and final approval of the CEMP by the State of Washington was received in November 2015. Staff has been working for the last year to develop an update to this 2015 CEMP. The 2015 staff report and current CEMP can be found at the following link: [Approval of the 2015-2019 Comprehensive Emergency Management Plan Update](#).

The 2022-2027 CEMP update (Attachment A) is needed to meet statutory mandates and provides planning tools that give staff direction during times of emergencies.

DISCUSSION

The City's CEMP is designed to emulate the National Response Framework, Washington State Comprehensive Emergency Management Plan, and King County Regional Disaster Plan. It establishes the structure for an organized and effective response to emergencies and disasters that occur within the City so that staff can implement a coordinated response that is both effective locally and one that supports the City's ability to be well coordinated with partners in the region.

The 2022-2027 CEMP describes the mechanism and structure by which the City mobilizes resources and conducts activities to address the consequences of any major disaster or emergency within its boundaries. In the event of an emergency, City staff and volunteers, the Shoreline Fire Department, and others, such as the City's utility partners or other intergovernmental partners, come together to operate as a unified organization working out of the City's Emergency Operations Center (EOC) under the direction of the Emergency Management Coordinator acting as the EOC Manager. The EOC Manager then reports to the City Manager acting as the City's Emergency Management Director. Existing staff form a response organization with functions defined in the CEMP. The EOC roles and organization are similar, but not identical, to the City's daily operations. The EOC roles and responsibilities are spelled out in the 16 Essential Support Functions that are outlined in the CEMP.

The CEMP consists of the following two parts:

- The Basic Plan gives an overview of the "Concept of Operations" and "Roles and Responsibilities" of the City Council, City staff, and partners, such as Shoreline Fire, utility providers, and other agencies.
- The Essential Support Functions (ESFs) address specific areas of activity and responsibility such as transportation, communication, mass care, and evacuation. ESFs provide a road map to how each function will be carried out during an emergency response including the major tasks to be performed and identifying who is responsible for coordinating the function. Attachment B to this staff report

provides a matrix of the ESFs, including the coordinator and lead agency responsible for the ESF and its purpose.

Approval of the CEMP will allow the City to continue to have access to Federal Emergency Management Agency funding resources.

At their November 21, 2022, meeting, Council reviewed the CEMP and directed it to be brought back for adoption at tonight's Council meeting. More information on the November 21 discussion can be found at the following link: [Discussion of the 2022-2027 Comprehensive Emergency Management Plan Update](#).

RESOURCE/FINANCIAL IMPACT

There is no financial impact by approving this plan.

RECOMMENDATION

Staff recommends that the City Council move to adopt the 2022-20227 Comprehensive Emergency Management Plan

ATTACHMENTS

Attachment A: 2022 – 2027 Comprehensive Emergency Management Plan

Attachment B: CEMP Essential Support Functions Description Matrix

**Comprehensive Emergency
Management Plan
(CEMP)**



October 2022

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Shoreline Comprehensive Emergency Management Plan (CEMP)
Basic Plan

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Cyber Attack Incident Annex

I. INTRODUCTION

A. Mission

To provide an emergency management organization that meets or exceeds Federal, State and County requirements and to provide resources to minimize loss of life; protect property and natural resources; and restore the proper operation of the City of Shoreline (City) in the event of a major natural or man-made disasters and other major events.

B. Purpose

The Shoreline Comprehensive Emergency Management Plan (CEMP) has been designed to emulate the National Response Framework, Washington State CEMP, and King County CEMP to establish the structure for an organized and effective response to emergencies and disasters that occur within or affect the City. The plan defines common assumptions and policies, establishes a shared concept of operations, and pre-assigns functional responsibilities to appropriate disciplines including private, non-governmental organizations, and government agencies. Through the implementation of this plan, the resources and capabilities of the public, private, and non-profit sectors can be more efficiently utilized to minimize the loss of life and property and to protect the environmental and economic health of the City.

C. Scope and Applicability

It is the policy of the City, to protect lives, property, environment, and the City economy, in cooperation with other elements of the community, to carry out preparedness and mitigation activities, respond to natural and manmade emergencies and disasters, and coordinate the recovery efforts for such events.

This plan establishes a mutual understanding of authority, responsibilities and functions of local government and provides a basis for incorporating essential private, non-governmental organizations, and government agencies into emergency management operations.

All directions contained in this plan apply to preparedness, response, and mitigation activities undertaken by the City and supporting organizations, necessary to minimize the effects of a disaster and facilitate recovery activities.

The City's CEMP supports and is compatible with the King County CEMP, and the emergency plans of the State of Washington and the Federal government. This document provides support to other plans required by the State and Federal governments. Any conflicts will be handled on a case-by-case basis.

City government has the primary responsibility for disaster mitigation, prevention, preparedness, response, and recovery activities within the City. The City will plan for disasters, direct operations, mobilize and control resources, and mitigate the impact of disasters in the City within the limits of available resources and capabilities.

No guarantee as to the completeness of preparedness and response activities is expressed or implied by this plan or any part therein. The City government assets and resources are vulnerable to disasters. Shoreline Fire, Shoreline Police, and various public utilities are provided by special purpose jurisdictions, under contract, or by King County. These services may be unavailable during a disaster and resources from the State and Federal governments may also be unavailable or delayed. The City will respond to the extent possible, given the situation, available information and resources.

The City will make a reasonable effort, but cannot guarantee, to meet the requirements of the Americans with Disabilities Act (ADA) during emergency preparedness, response, recovery, and mitigation.

D. Organizational Structure

The City operates under a Council/Manager form of government. City Council members establish City policies and laws, adopt an annual budget, approve appropriations, contract for services and grant franchises. City Council members serve staggered four-year terms; roughly half the Council is up for election every two years. The City Council chooses a Mayor and Deputy Mayor from among its members at the first meeting in the new year following an election. The Mayor presides at Council meetings and represents the City at ceremonial functions and inter-governmental meetings. The Deputy Mayor presides in the Mayor's absence.

The City Council hires a professionally trained manager to oversee the delivery of public services. The City Manager is the only employee hired by the City Council. The City Manager implements the City Council's policies and oversees all City departments.

The Continuity of Government Act RCW 42.14 establishes provisions for the continuation of government in the event its leadership is incapacitated. RCW 42.14 provides for filling vacancies of elected and appointed officials in the City. (See ESF # 5 Emergency Management for lines of succession - and the City of Shoreline Continuity of Government Plan).

Shoreline Municipal Code 2.50 established the emergency management organization. The City Manager serves as the appointed Director of Emergency Management and delegates the responsibility of coordinating emergency preparedness and management activities within the City.

The day-to-day organizational structure of City departments will be maintained as much as possible during major emergency and disaster situations. Other public and private organizations, school districts, and volunteer organizations may, under a mutual agreement, decide to also operate in coordination with this plan.

The emergency management organization will be compatible with the existing City organization and will provide clear lines of authority and channels of communication. It will provide for the incorporation of existing staff having emergency response capabilities and those having support roles.

Other Agencies & Jurisdictions

King County Office of Emergency Management

The King County Office of Emergency Management (OEM) may provide guidance, as requested, to the City's CEMP development and ongoing maintenance and related emergency management activities within the City. The King County OEM will provide overall coordination with agencies and organizations within King County involved in emergency planning and response; and manage the King County Emergency Coordination Center (KCECC) during activation and interact with agencies and organizations within King County to coordinate emergency support activities. The KCECC will help coordinate requests for outside assistance through county, state and federal agencies. KCECC will also coordinate dissemination of emergency warning information through the Puget Sound Emergency Radio Network (PSERN) and other available resources. King County OEM representatives may respond to and assist at the City's EOC during localized emergencies, when requested. Guidance and assistance may also be provided to the City for Preliminary Damage Assessment (PDA) processes moving into the recovery phase of a disaster depending on scope and size of the event.

Shoreline is part of King County's Zone 1 Regional Coordination Zone. As such, the Zone 1 liaison will be utilized to coordinate a broad range of disaster functions within the geographical area as outlined as Zone 1 in the King County Regional Coordination Framework. The King County ECC (KCECC) will serve as an information clearinghouse among the zones and oversee resource management county-wide.

II. POLICIES

A. Authorities

The City's CEMP has been developed under the authority of the following local, state, and federal statutes and regulations:

- Revised Code of Washington 38.52, 39.34; 35.33.081, 35.33.101, 42.14

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Basic Plan

- Washington Administrative Codes 118 and 296-62
- U.S. Codes 5121-5202 Disaster Relief Act of 1974, as amended, 2301-2303 Improved Civil Defense 1980
- King County Charter and County Code 1.28, 2.16, 2.56, 12.52
- Shoreline Municipal Code 2.50

B. Key Concepts

This plan details the key concepts utilized by the City in mitigation, preparation, response and recovery efforts relating to emergencies and disasters in accordance with RCW 38.52.070 and the National Incident Management System (NIMS). This includes but is not limited to: disaster and emergency responsibilities and procedures, training, and community education activities.

The CEMP, including its appendices, checklists and supporting documents, provides for the coordination of operations during emergencies and disasters and the proper utilization of all resources available to the City.

Emergency Contracts and Mutual Aid Agreements should include a clause that both parties agree to make a reasonable effort to meet the requirements of Title II of the American with Disabilities Act (ADA).

C. Limitations

The City understands that during an emergency or disaster event, there are certain limitations the City will be faced with. The City may not have access to certain staff or equipment due to the nature of the event, when the event occurs, where staff is coming from, and the day-to-day condition of the City's equipment. The City may need to rely on Mutual Aid from neighboring cities that have not been impacted.

The City is a signatory of the King County Regional Coordination Framework and can request support through that plan. If the event is beyond that capacity, the City will utilize the Washington Mutual Aid System (WAMAS) to request assistance in coordination with the Washington State Emergency Management Operations Center, through the King County Office of Emergency Management.

III. SITUATION

A. Emergency/Disaster Conditions and Hazards

The City has been affected in the past and will continue to be affected by various types of situations or events that could lead to a significant emergency. The City is vulnerable to both natural and man-made hazards as outlined in the City of Shoreline Hazard Mitigation Plan. The

City recognizes the hazards identified within the 2018 Washington State Hazard Identification and Vulnerability Assessment (HIVA) and the 2020 King County HIVA. These hazards include, but are not limited to: agricultural disease outbreak, avalanche, climate change, coastal hazards, dam failure, drought, earthquake, flood, hazardous materials, landslide, public health, severe weather, terrorism and cyber-terrorism, tsunami, volcano, and wildfire.

The City has a separate Hazard Mitigation Plan that addresses the hazards specific to Shoreline and the mitigation strategies that the City is working on to minimize the impacts of our risks. This information, which is consistently developed with community input, is utilized in the City's Comprehensive Emergency Management Plan as staff develop the Essential Support Functions and their supporting appendixes and annexes. (Refer to the City of Shoreline Hazard Mitigation Plan for detailed information on the process utilized to do the HIVA and the specific mitigation strategies staff is currently working on completing.)

B. Planning Assumptions & Considerations

This plan recognizes that any of the noted events could create significant property damage, personal injury, loss of life, and disruption of essential services. These events may also create significant financial, psychological, and sociological impact on constituents and the local government organization.

In the event of a widespread disaster, it may be unlikely that the City will receive any significant assistance from neighboring jurisdictions to include the county, state, federal agencies, or human services organization for 48 hours or longer. In this situation, the initial response activities will rely solely on available City resources and those of private organizations, businesses, and residents within the City. The City will seek support through mutual aid, the King County Regional Coordination Framework, and WAMAS.

The City may also be requested to provide support to other jurisdictions with staffing, resources, points of distributions, sheltering, and a variety of other tasks during emergencies and disasters if unaffected.

The information and procedures included in this plan have been prepared utilizing the best information and planning assumptions available at the time of preparation. There is no guarantee implied by this plan or any part therein, that in the event of a disaster the response and recovery activities will occur as described within this document. As a result of a disaster or emergency, the City's response resources may be overwhelmed, and essential systems may be nonfunctioning. For this reason, the City will respond in the best manner possible based on the situation, information, and resources available at that time of utilization of this plan or any part therein.

IV. ROLES AND RESPONSIBILITIES

The City government has the primary responsibility for disaster mitigation, prevention preparedness, response, and recovery activities within City limits. The City will plan for disasters, direct operations, mobilize/coordinate resources, and mitigate the impact of disasters within the limits of available resources and capabilities. It is the responsibility of residents in Shoreline to educate themselves on preparedness activities and ensure that they have the supplies and resources to sustain themselves for at least three days; however, the City recommends a full week (seven days).

A. Mayor / City Council

1. Provide policy direction through the City Manager/Director of Emergency Management.
2. Adopt emergency management mutual aid plans and agreements and such ordinances, resolutions, rules and regulation as are necessary to implement emergency plans and agreements.
3. Approve, at the earliest practical time after issuance, rules and regulations reasonably related to the protection of life and property, such rules and regulations having been made and issued by the Emergency Management Director.
4. Approve proclamation of emergency as requested by the Emergency Management Director.
5. Responsible for assuring that emergency preparedness, mitigation, response and recovery activities are carried out within the City, through the CEMP.
6. Provide visible leadership to the community.
7. Recognized by the governor as the Director of the City for purposes of military law.
8. Appropriate funds to provide emergency preparedness programs and mitigation activities within the City.

B. Director of Emergency Management/City Manager

1. Serve as Chief Executive Officer of the City.
2. Serve as the Director of Emergency Management and manage City staff in their emergency management duties.
3. Assist in preparing Proclamations of Local Emergency.
4. Issue notices of evacuation as appropriate.

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5. Oversee the EOC Manager (Emergency Management Coordinator).
6. Enforce and administer provisions, laws, and ordinances governing the City.
7. Plan, coordinate, and direct the work of City departments to prepare for, mitigate against, respond to and recover from a disaster.
8. Report to the City Council on general conditions, disaster circumstances, and the financial condition of the City.
9. Advise the City Council regarding emergency policies for the City.
10. Represent the City regarding the coordination of emergency response, mutual aid agreements, inter-local agreements, disaster recovery, etc.
11. Oversee the development, implementation, and maintenance of continuity of government plans.
12. Interact with county-wide Mayors/City Managers to make joint decisions on issues that impact the region.
13. Appoint a Lead for ESF#14, Long Term Community Recovery and Mitigation.

C. Assistant City Manager

1. Assume the duties of the City Manager as appointed or in his/her absence.
2. Assist in intergovernmental coordination of emergency response and recovery.
3. Assist in recovery planning and operations and continuity of government planning.
4. Primary lead for ESF # 14, Long Term Community Recovery and Mitigation.

D. Emergency Management Coordinator/ Emergency Management

1. Reports to the Director of Emergency Management in the EOC
2. Manage the operations of the EOC during a disaster and serves as the EOC Manager.
3. Provide expert technical assistance and information to the Director of Emergency Management and City Departments regarding emergency management principles, preparedness, disaster response operations, and recovery.

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4. Assure that the CEMP and supporting procedures are reviewed or updated as required.
5. Coordinate with FEMA, Washington State Emergency Management Division, King County, and neighboring jurisdictions regarding emergency management and planning.
6. Locate, configure, and equip EOC's and ensure the EOC's are operationally ready.
7. Develop procedures for activating, operating, and managing the EOC.
8. Develop and implement a training program in emergency management tasks for City representatives and maintaining the Emergency Management Training Guide.
9. Authorize all emergency management volunteers by ensuring they are registered by the City as emergency workers via identification cards.
10. Develop and conduct periodic emergency management exercises and trainings.
11. Prepare a post-disaster After Action Review Plan that includes plan for improvement for the Director of Emergency Management and submit to other authorities as required.
12. Develop and coordinate a Community Education and Preparedness Program.
13. Draft a Proclamation of Local Emergency for signature and promulgation by the City Manager.
14. Chair the City's Emergency Management Council.
15. Coordinate King County regional planning and response efforts and Zone 1 activities.
16. Act as liaison to the assist in the King County Regional Coordination Framework.
17. Coordinate mitigation and preparedness activities through the City's Hazard Mitigation Plan.
18. Lead for ESF #5, Emergency Management

G. Neighborhoods Coordinator

1. During an emergency, serve in the Logistics Section of the EOC as the Neighborhoods/Volunteer Management liaison.
2. When appropriate, oversee the activation of a Volunteer Coordination Center.

3. Assist in mobilizing and managing volunteers through the neighborhood associations and other liaisons.
4. Assist in implementing a Family and Neighborhood Preparedness Program.

H. Community Services Manager

1. May assign or assume the role of ESF #6 lead, Mass Care.
2. Coordinate the implementation of social services programs, as appropriate, during emergency operations.
3. Coordinate with social service organizations, relief agencies, faith-based organizations, non-profits, and the Red Cross, as needed.
4. Maintain liaisons with organizations that outreach to at risk populations; the elderly, people with disabilities, and/or those who may not speak English to identify ways to meet their needs during an emergency.
5. Assists in identifying volunteers who can assist with language barriers or people with special needs.
6. Gather and communicate the needs of the effected population.

I. City Clerk

1. Serve as custodian of official records and perform official certification.
2. Supervise Records Management Program for the City.
 - a. Identify critical documents and essential records including receipts, timecards, etc.
 - b. Assist departments in identifying, managing, and storing essential records.
 - c. Develop and implement a disaster recovery program for essential records.
3. Oversee the preparation and publishing of official legal notices.
4. Maintain City Council databases of ordinances, resolutions, minutes, policies, etc.
5. The City Clerk serves as the Documentation Unit Lead in the Planning Section in the EOC when it is activated.

J. City Attorney

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1. Serve as chief legal advisor to the City.
2. Provide legal advice to the City Council, City Manager, Emergency Management Director and department directors regarding emergency response and recovery operations.
3. Interpret laws, rulings, and regulations and issue legal opinions.
4. Prepare ordinances, resolutions, contracts, and other documents relating to emergency operations.

K. Communications Program Manager

1. Lead for Public Affairs, ESF#15 and serve as the Public Information Officer when the EOC is activated by preparing and disseminating emergency public information to include establishing and coordination of the Joint Information Center or participating in one formed by another cooperating agency.
2. Set up/coordinate press conferences that the City may choose to utilize to inform citizens.
3. Ensure the City's website, Cable TV, and mass communication capabilities are utilized, if available, to maximize the ability to communicate current information to the community.
4. Support emergency messaging by utilizing the City's Social Media sources to include the City Facebook sites, Twitter, and Instagram.
5. Working with the EMC and the Registered Disaster Workers, set up points throughout the City to disseminate information during times when there is a need for communication to the public.

L. Management Analyst - City Manager's Office

1. Serve as the back-up PIO for the City and performs all associated tasks as identified above.

M. Intergovernmental Program Manager & Economic Development Manager

1. Provide for the coordination of information from representatives from other jurisdictions, governments, and from the private sector. Examples of these are Utilities,

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Metro, School District, and business owners whose property we may need to access or have been impacted.

2. Work with Public Information Officer and Incident Commanders to coordinate media releases associated with inter-governmental cooperation issues.
3. Contact and brief assisting/cooperating agency representatives and mutual aid cooperators.
4. Interview agency representatives concerning resources and capabilities, and restrictions on use and provide this information at planning meetings.
5. Serve as the Liaison Officer in the EOC.

N. Administrative Services Director

1. Manage and supervise the finance, accounting, and reporting operations of the City during a disaster, including all financial controls, audits, and reports. Ensure that proper documentation is maintained for all emergency-related expenditures.
2. Supervise and direct the City's cash management functions; oversee the City's funds; maintain necessary banking relationships.
3. Develop and implement emergency financial and procurement procedures as required. Coordinate with the City's bank and major vendors.
4. Establish a unique project number for each disaster for all disaster-related expenses.
5. Prepare and report data for recovery of disaster relief funds.
6. Establish provisions for emergency signature authority for City checks during an emergency.
7. Coordinate with the City's bank to establish emergency provisions for cash and lines of credit.
8. Gather, interpret, and report information on emergency costs and expenditures.
9. Project the costs of various disaster recovery options; prepare fiscal plans and projected budgets for disaster recovery.
10. Maintain databases on emergency resource providers (equipment and material).

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11. Manage the City's Risk Management functions.
12. Serve as the Administrative/Finance Section Chief in the EOC, when it is activated
13. Support the City's continuity of government planning
14. Oversee any donation management function that may be activated during a disaster.

O. Director of Human Resources and Organizational Development

1. Develop and implement personnel policies and procedures for and during emergency operations, to include any special considerations for those employees with disabilities.
2. Maintain master personnel files, to include current employee emergency notification information, that are accessible during an emergency, ensuring confidentiality of materials in accordance with state and federal laws.
3. Assist with reviewing and registering all spontaneous unaffiliated emergency management volunteers as emergency workers.
4. Will ensure there are check-in activities in place, maintain the status of all human resources, ensure staff are assigned to any task have the knowledge, skills, and abilities to do the task, ensure workplace safety, to include hours worked, and assist in identifying needed staff for upcoming operational period.
5. Assist the planning lead for next rotation of Staff for the EOC/Incident if needed.
6. Work with the Safety Committee and EAP to support the safety and wellbeing of City employees' families during a disaster.
7. Lead ESF # 7 – Resource Support

P. Information Technology Manager

1. Develop and maintain a program for protection and recovery of the City's data processing resources during/after a disaster.
2. Oversee the restoration and support of City technology services during a disaster.
3. Provide software, hardware, maps, and administrative support for the Geographical Information System.
4. Ensure daily backup and secure storage of centrally managed/cloud based data.

5. Control data security as defined in City policies.
6. Provide computer assistance to City staff, network backup, and maintenance of the local area network.
7. Support and ensure operational readiness of all technologies that support the activation of the EOC.
8. Primary Lead for ESF #2, Communications.

Q. Police Chief/Liaison

Police Services are provided under contract by the King County Sheriff's Office. The Chief/Liaison may serve as the Incident Commander, as part of a Unified Command Team or as the Operations Section Chief depending on the nature of the incident. While the Chief/Liaison may serve in the EOC as part of the policy group, police functions and responsibilities also include:

1. General Law enforcement duties
2. Traffic and crowd control
3. Staging and perimeter security
4. Explosive ordinance disposal
5. Protection of critical facilities (including the EOC and shelters)
6. Evacuation management
7. Crime scene control
8. Search and rescue management
9. Coordination of investigation of acts of terrorism
10. Lead on ESF's # 9 Urban Search and Rescue, # 13 Public Safety, Law Enforcement, and Security, and # 16 Evacuation

R. Fire Chief/Liaison

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Fire Services are provided by the Shoreline Fire Department. The Fire Chief/Liaison may serve as the Incident Commander, as part of a Unified Command Team or as the Operations Section Chief depending on the nature of the incident. Fire functions and responsibilities include:

1. Fire prevention and investigation
2. Fire suppression
3. Emergency Medical Services
4. Emergency Search and Rescue
5. Damage assessment
6. Hazardous Materials preparedness and response (Non-Technician)
7. Evacuation management in coordination with local agencies
8. Technical Rescue for; Surface Water, Confined Space, and High/Low Angle Rope
9. Lead on ESF's # 4 Fire Fighting, # 8 Public Health and Medical Services, # 10 Hazardous Materials Response

S. Planning and Community Development Director

1. Serve as the Planning Section Chief when the EOC is activated and organize and carry out both short-term and long-range planning during emergency operations and recovery.
2. Manage the gathering, analyzing, interpreting, and reporting of disaster-related information, including disaster damage and assessment reporting, response capabilities, regional disaster conditions, to be able to prepare situation reports and an Incident Action Plan for the next operational period.
3. Ensure that City ordinances, codes, and regulations are followed as much as possible in disaster response and recovery; recommend necessary and appropriate revisions to meet disaster conditions.
4. Ensure compliance with the Growth Management Act, zoning requirements, Critical Area Ordinance, State Environmental Policy Act, and State Emergency Management requirements.

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5. Maintain and manage planning and development assets.
6. Manage, coordinate, and perform building and structural inspections of residential and commercial buildings for safety and habitability following a disaster. Close facilities or restrict occupancy/use as required.
7. Assist Public Works in the coordination of damage assessment and reporting, inspections of critical infrastructure within City limits, and other site safety needs.
8. Review building plans for code compliance and manage the inspection of construction activities.
9. Manage and maintain the permit tracking and database system.

T. Parks, Fleet, and Facilities Manager

1. Serve as the Logistic Section Chief when the EOC is activated.
2. Assist the ESF#6 lead to coordinate and manage the use of the community centers and other appropriate facilities as emergency shelters as necessary.
3. Oversee all Logistical support for emergency/disaster event that supports the response to the event. To include staffing, equipment, resources, and coordination with King County ECC or Washington State Emergency Operations Center for resources we do not have and with the Finance Section for procuring what is needed from outside vendors.
4. Identify parks and other open areas that could be used for emergency debris deposit sites, staging areas, and Points of Distributions (PODs).

U. Public Works Director

1. May serve as the Incident Commander or as part of a Unified Command Team or as the Operations Section Chief depending on the nature of the incident of why the EOC is activated.
2. Maintain and manage public works' assets.
3. Provide technical assistance to Emergency Management Leadership Team and City staff during disaster response and recovery operations.
4. Oversee the operations of contractors, service providers, and emergency response agencies regarding public works projects and assets.

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5. Maintain master files of public works' projects, development construction records, street operations and maintenance, and other relevant documents.
6. Advise the Director of Emergency Management regarding codes, policies, and procedures for any response or recovery activity involving City roads, rights-of-way, or facilities.
7. Provide oversight for Public Works crews, to include Park Maintenance Staff; and liaison with other agencies, like utilities, that are engaged in emergency response and recovery activities. The liaison includes coordinating with those agencies that the City has signed Interlocal Agreements and/or contracts with to include the Fire Department, and all of the agencies providing utilities within the City, to assist them in responding to and recovering from emergencies. Examples of these needs are; operating and servicing heavy road and construction equipment and vehicles, cleaning and repairing ditches, culverts, and catch basins; traffic control; repairing streets, repairing traffic control signs and signals, clearing ice, snow, or debris from streets. Examples of these needs for utilities may include supporting the repair of water mains, pumps, motors, valves, fire hydrants, storage tanks, etc.
9. Provide periodic response and recovery work progress reports to the EOC.
10. Provide on-site direction and guidance to City employees and emergency volunteer workers during emergency operations; inspect work in progress to ensure compliance with codes and safety practices.
11. Maintain liaisons with all utility providers within the City to allow for ease of working relationships during emergency situations.
12. Lead for #3 Public Works and oversee ESF's #1 Transportation, #11 Agriculture and Natural Resources and #12 Energy.

V. CONCEPT OF OPERATIONS**A. General**

The City has institutionalized the utilization of the Incident Command System (ICS) per the National Incident Management System (NIMS) for all natural and manmade disasters. Under the guidance of NIMS, this plan addresses the full spectrum of activities related to local incident management, including, prevention, mitigation, preparedness, response, and recovery actions.

This plan has been developed to emulate the National Response Framework (NRF), the NIMS, Washington State Comprehensive Emergency Management Plan (WA CEMP), and the King County Regional Coordination Framework.

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1. It is the policy of the City to conduct emergency and disaster preparedness and mitigation activities in accordance with the National Incident Management System (NIMS) to minimize the effects of a major emergency or disaster.
2. It is the policy of the City to utilize ICS as the incident management system in all operational field activities. An Incident Commander for an event and the operational period will be named. In some cases, this will be done through Unified Command with Police and Fire.
3. The City utilizes the concepts of ICS/NIMS to structure the City's EOC. An EOC organization chart assigns staff to their positions in the EOC.
4. The City adopts the NIMS recommendations for ICS training for those staff both assigned to the EOC and to operations duties in the field to ensure situational awareness and common operating picture between those working in the field and those working to support them in the EOC. Information for Emergency Management training requirements and timelines for employees can be found in the Emergency Management Training Guide maintained and managed by the Shoreline Emergency Management. Those training requirements include at a minimal the following IS and ICS training for staff:
 - a. IS 100 and 700 for all applicable field and EOC staff that may have a role in supporting an emergency response for the City.
 - b. IS 200 and 800 for any staff with leadership responsibilities in the field.
 - c. IS 800 for all EOC Positions.
 - d. IS 2200, G0191 and G2300 for all operations Incident Commanders, Emergency Management Director, EOC Manager, Liaison Officers, PIO, and General Staff (Section Chiefs of Operations, Planning, Logistics, and Finance/Administration).
 - e. In addition to these trainings, specific positions are suggested to take additional emergency management training as identified in the Emergency Management Training Guide.
 - f. Staff may also pursue additional trainings given by Emergency Management authorities to further their knowledge of the NIMS and ICS i.e. ICS 300, 400, etc.
5. The City has a primary and an alternate Emergency Operations Center where emergency management activities will be conducted. These Centers are referenced in ESF 5.

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6. It is the policy of the City that each department will take an active role in emergency planning and develop policies, procedures, or standard operating guidelines (SOGs), if identified to ensure operational readiness and continuity of service. It is the responsibility of the Director of each City department to:
 - a. To actively participate in the preparation and maintenance of the City's CEMP.
 - b. Assist to establish a departmental line of succession to activate and carry out emergency disaster responsibilities.
 - c. Develop the capability to continue operations during an emergency or disaster and to carry out the responsibilities outlined in this plan.
 - d. Ensure City staff receives the appropriate level of training in National Incident Management System (NIMS) and Incident Command System (ICS) and other related training that is commensurate to their job function and responsibilities.
7. City government, acting from the City EOC if activated, will be the focal point of the emergency management organization of the City. Mitigation and preparedness actions will be developed and implemented by the appropriate City personnel prior to any event and as an on-going nature of their City work assignment. During and after a disaster, the City's emergency management organization will act from the EOC to mobilize and coordinate City personnel and resources to respond and recover from disaster effects. (For longer term Recovery activities refer to City of Shoreline Recovery Plan and ESF 14).
8. It is the policy of the City that all departments will make staff and resources available at the request of the Director of Emergency Management or Emergency Management Coordinator for training activities and emergency operations assignments.
9. Immediately following any emergency or disaster, all City departments will notify the EOC of their status including, level of readiness, availability of resources, resource requirements and any other pertinent information. All departments are to provide this information to the EOC immediately following a head count and preliminary building inspection. The City may use their mass notification systems such as CodeRed to help assist in this accountability. The City also maintains a 24-hour employee telephone hotline that, if operable, will give directions to staff and take messages of staff status.
10. When a major emergency or disaster occurs, City department management shall use the following general checklist as a basis for managing disaster operations:
 - a. Account for personnel.
 - b. Report to the pre-determined site to manage department operations.

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- c. Assess personnel and resources available.
 - d. Assess damages to facilities.
 - e. Assess problems and needs.
 - f. Report situation, damages and capabilities to the Emergency Operations Center through approved channels.
 - g. Send designated representatives to the Emergency Operations Center to participate as members of the EOC staff.
 - h. Carry out departmental responsibilities and assigned tasks.
 - i. Continue assessment of department resources, needs, and actions.
 - j. Continue reports to the EOC regarding actions, problems, needs, damages, etc.
 - k. Keep detailed and accurate records, document actions, costs, situations, etc.
 - l. Conduct operations utilizing the National Incident Management System.
11. Activation of the EOC may be done by the following: the City Manager/ Director of Emergency Management, Assistant City Manager, or Emergency Management Coordinator. Designated staff report to the EOC to coordinate response efforts and support field operations. All or part of the EOC and its staff may be activated during a disaster. The level of activation will be determined by the nature and extent of the disaster. (See ESF #5 Appendix B Emergency Operations Center Handbook for activation criteria and checklists).
12. The EOC Manager, in consultation with field operations, shall be responsible for evaluating the situation to determine if a Proclamation of Local Emergency is necessary. This request is authorized through the Director of Emergency Management.
13. City departments are expected to carry out their responsibilities outlined in this plan, utilizing their best judgment and in a coordinated manner. The Director of Emergency Management and EOC staff will work to provide overall coordination and resource support to those responding to the disaster and maintain situational awareness to ensure effective decision making.
14. When a major emergency or disaster occurs, it is anticipated that City departments and other responding organizations will organize their areas of responsibilities into manageable units, assess damage and determine needs. If agency resources cannot

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meet the needs created by the disaster, additional assistance may be requested through existing mutual aid or through the EOC. In the event of a Proclamation of Local Emergency the deployment of resources will normally be coordinated through the City's EOC. Resources to be utilized to support City operations may be placed at staging areas until specific assignment can be made.

15. In the event a situation is, or will become, beyond the capabilities of the resources of the City and those provided through mutual aid; the Emergency Management Coordinator may request assistance from the King County Emergency Coordination Center (KCECC), utilize the King County Regional Framework and/or the WAMAS, through the Washington State Emergency Operations Center, via the State Duty Officer.
16. During a disaster, common communication tools such as cellular phones and 800 MHz radios may fail. This failure would prevent incident command posts throughout the City from communicating with the EOC. To reestablish communication, all alternative communication resources will be used, including but not limited to, satellite phones, email, VHF radio, utilizing the City of Shoreline Auxiliary Communications Systems Team, SMMs, and employee/volunteer runners.
17. The registration of permanent emergency workers and other volunteers will be coordinated through Emergency Management Coordinator prior to an event. Primarily these will be the members of the Shoreline Auxiliary Communications Services (ACS) Team and the Shoreline Community Emergency Response Team (CERT). Temporary emergency workers will be assessed and, if qualified, registered through the the Human Resources Department.

B. Overall Coordination of Incident Management Activities

In order to minimize the effects of a disaster, provide emergency response capabilities and facilitate recovery efforts, the various elements of Shoreline's emergency management organization and City departments shall endeavor to provide services in the areas of mitigation, preparedness, response and recovery from disasters to the best of their ability during all operational time phases.

1. Mitigation - Mitigation consists of actions taken prior to a disaster to prevent the occurrence of a disaster or to reduce the effects of a disaster should it occur. Mitigation activities taken by the City may include, but are not limited to the following (Refer to the City of Shoreline Hazard Mitigation Plan for further detail):
 - a. Develop a mitigation plan that complies with Federal and State regulations.
 - b. Pursue risk management and insurance programs

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- c. Conduct structural and non-structural mitigation programs, as appropriate.
 - d. Review hazard and risk analysis and develop capabilities and resources to enhance ability to respond to disaster situations.
 - e. Conduct mitigation activities to protect City personnel, supplies, services, and properties as funding and circumstances allow.
 - f. Conduct public education to enhance citizen self-sufficiency and inform of possible hazards and the effects of such events.
2. Preparedness - Preparedness activities are necessary to the extent that mitigation measures cannot fully prevent disasters or eliminate their effects. Organizations develop plans and procedures to save lives and minimize damage by enhancing disaster response actions. Preparedness actions taken by the City may include, but are not limited to:
- a. Develop and maintain the City's CEMP.
 - b. Develop appropriate contingency plans and standard operating guidelines in support of the CEMP.
 - c. Implement and maintain the City's Hazard Mitigation Plan
 - d. Facilitate inter-local agreements, mutual aid agreements, and contracts for emergency management assistance, as appropriate.
 - e. Coordinate with other local, county, state, and federal agencies to assure cohesive working relationships and compatible emergency plans.
 - f. Obtain and maintain City resources and equipment
 - g. Coordinate with volunteer organizations to assure cohesive working relationships and coordinated response.
 - h. Conduct training and exercise activities to enhance response capabilities.
 - i. Conduct educational outreach with identified vulnerable populations that reside in Shoreline.
 - j. Pre-register Volunteer Disaster Workers; typically, they are members of the Shoreline CERT and Shoreline Auxiliary Communications Services.

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- k. Provide Public Education to community members to enhance the readiness of individuals, neighborhoods, business, schools, and all community partners so they have the knowledge, skills, and equipment to take care of them during a prolonged disaster.
3. Response - Response activities following a disaster include providing assistance for casualties, seeking to reduce the occurrence of secondary damage, and enhancing the speed of recovery operations. Response actions taken by the City may include, but are not limited to:
- a. Make appropriate notifications and initiate actions to place emergency plans into effect.
 - b. Activate and staff the EOC as required for the situation.
 - c. Disseminate public information and emergency warnings as appropriate.
 - d. Initiate actions necessary to preserve life, the environment, and property utilizing all available resources.
 - e. Utilize the ICS as established in the NIMS.
 - f. Carry out initial damage assessment and evaluate the overall situation.
 - g. Restore essential services and facilities
 - h. Coordinate response and support functions with outside agencies and volunteer organizations.
 - i. Coordinate the finance/admin, logistics, operations, and planning functions.
 - j. Compile event status information and report to appropriate agencies.
 - k. Prepare and maintain detailed documentation of events and activities.
 - l. Prepare Proclamation of Local Emergency as appropriate.
 - m. Initiate when resources allow outreach to known identified vulnerable populations to ensure what their unmet needs are.
 - n. Deploy Registered Disaster Workers as needed to support the response.

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4. Recovery – Recovery activities taken by the City are detailed in the City of Shoreline’s Disaster Recovery Plan. Broad areas include, but are not limited to (Refer to the City of Shoreline Disaster Recovery Plan for further detail):
 - a. Appoint a lead for ESF 14, Long Term Community Recovery and Mitigation.
 - b. Carry out damage assessment functions and assess community needs.
 - c. Prioritize recovery projects and assign functions accordingly.
 - d. Coordinate recovery efforts and logistical needs with supporting agencies and organizations.
 - e. Prepare documentation of the event, including event log, cost analysis and estimated recovery costs.
 - f. Assess special community needs and provide information and assistance where appropriate.
 - g. If needed, facilitate the establishment of Federal and State disaster assistance offices to assist private business and citizens with individual recovery.
 - h. Evaluate and modify as needed, local zoning and building codes, development standards, permit requirements, etc.
 - i. Review and update all plans and documents associated with emergency preparedness and response in accordance with information obtained from the actual disaster, including hazard analysis, CEMP, SOGs, etc.

C. Concurrent Implementation of Other Plans

The City utilizes this CEMP, which has been developed to emulate the Federal, State, and King County emergency plans, for all major disasters. All plans will be implemented simultaneously depending on the severity of the incident. The City’s plan supersedes all other plans during operations within the City’s boundaries. Any conflicts between plans will be reviewed on a case-by-case basis.

D. Principal Incident Management Organizational Elements

Protection of life, public and private property, the economy, and natural resources are the primary concerns of City government. City personnel will take all possible actions, within the limits of available resources, to mitigate the effects of a disaster and to assist response and recovery.

Normal organizational structures and reporting authority will be maintained as much as possible given the severity of the situation.

Citywide emergency management activities will be coordinated by the EOC. Direction and control of overall activities occur in a linear progression beginning with the Director of Emergency Management. Policy recommendations flow from the Director of Emergency Management to the City Council for policy actions as appropriate.

Overall direction, control and coordination will normally be conducted through the EOC by the EOC Manager in order to support the overall community response to the disaster and to best coordinate efforts with County, State and Federal Agencies.

The City's EOC was developed to be activated at various levels as appropriate to coordinate a sufficient level of disaster operations. The level of staffing will be determined by the Director of Emergency Management.

The Incident Commander (IC) will be responsible for the management and coordination of field activities. The IC will be supported by the EOC and its staff to facilitate an efficient and effective response.

The field command will act in coordination with the EOC and in accordance with the City's CEMP, the NIMS and the National Response Framework (NRF). All City departments will coordinate activities with the IC and will utilize the field command post to coordinate with the EOC. The City recognizes that a single field command post may not be sufficient and will utilize area command posts as needed to operate within a joint field command post.

E. Emergency Response and Support Teams (Field Level)

Specialized teams, such as the Seattle Fire Hazardous Materials Team, the Eastside Hazardous Materials Team, and the State Hazard Mitigation Assistance Team (SHMAT), may be available to respond to incidents within the City. These types of special response teams are designed to assist with incident management, set up emergency response facilities, or provide specialized expertise and capabilities. These teams should be trained and certified to the standards published by the NIMS Integration Center. Response and support teams are available from various jurisdictions within King County, the State of Washington and the Federal government. Teams from King County are available through the Washington Mutual Aid System and the King County Regional Coordination Framework. These teams can be activated or requested either directly from the agency, through the King County ECC, or facilitated by the State of Washington.

F. Defense Support of Civil Authorities

All defense related support will be coordinated through the KC ECC and the Washington EMD to access the Washington National Guard. Activation of the Washington National Guard requires Governor's approval before those resources can be deployed within the state. Other defense resources can be requested from the Department of Defense (DOD) through the Washington EMD. DOD resources can only be utilized within the United States for incidents of national significance.

G. Law Enforcement Assistance

Law enforcement assistance may be available from the King County Sheriff's Office (KCSO). Requests for assistance will be submitted to the Shoreline Police Department for coordination with the KCSO. Assistance can be requested from other jurisdictions' Police Departments. The Washington State Patrol may also be available to assist the City's Police Department and should be coordinated through the Washington EMD or through the statewide mutual aid compact.

Federal law enforcement agencies may be requested to provide public safety and security support during incidents of national significance. ESF #13 – Public Safety, Law Enforcement and Security provides further guidance on the integration of public safety and security resources to support the full range of incident management functions.

VI. INCIDENT MANAGEMENT ACTIONS

A. Actions

This section describes incident management actions ranging from initial threat identification to early coordination efforts to assess and disrupt the threat, to preparatory activation of the Emergency Support Functions (ESF) structure and deployment of resources in support of incident response and recovery operations. These actions do not necessarily occur in sequential order; many may be undertaken concurrently in response to single or multiple threats or incidents.

It is the policy of the City that all departments prepare and maintain an updated list of its personnel, facilities and equipment resources. Any or all of these resources may be called upon during disaster and emergency situations.

All incident management actions within the City will be conducted in accordance with the NIMS and will utilize the ICS.

The City will be required by State and Federal agencies to submit reports on disaster situations with information concerning nature, magnitude and impact for use in evaluating needs and coordinating appropriate response resources and services. These reports include but are not limited to:

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1. Situation Reports
2. Proclamations of Local Emergency
3. Requests for Assistance
4. Damage Assessment Reports
5. Mitigation and Recovery Costs

No services or assistance will be denied on the basis of race, color, national origin, religion, sex, economic status, age or disability.

Local activities pursuant to the Federal/State Agreement for major disaster recovery will be carried out in accordance with RCW 49.60-Laws Against Discrimination and Title 44, CFR 205.16 - Nondiscrimination. Federal disaster assistance is conditional upon compliance with this code.

B. Notification and Assessment

The City will immediately communicate information regarding actual or potential threats either natural or manmade to the King County Emergency Coordination Center and ,if necessary, the Federal Emergency Management Agency (FEMA) and/or Homeland Security Operations Center (HSOC) through established reporting mechanisms.

Upon submitting notification to the appropriate authorities, the City will notify City personnel and initiate actions to initiate emergency plans. The EOC and required staff may be activated at the appropriate level required by the situation. The EOC will disseminate emergency warnings as appropriate and will utilize all resources available to accomplish this task.

C. Activation

Once the City is made aware of a threat or potential threat, the City Manager/Director of Emergency Management, Assistant City Manager, or Emergency Management Coordinator will determine the need to activate components of this CEMP to conduct further assessment of the situation, initiate activation of the EOC, and/or coordinate information with regional and county agencies. Additionally, the Director of Emergency Management will determine whether the threat or potential threat meets the criteria established for a Proclamation of Local Emergency.

Designated staff will report to the EOC to coordinate response efforts and support field operations. All or part of the EOC may be activated during a disaster. The level of activation will be determined by the nature and extent of the disaster.

D. Requests for Assistance

When a major emergency or disaster occurs, it is anticipated that City departments and other responding agencies will organize their areas of responsibilities into manageable units, assess

damages, and determine needs. If department resources cannot meet the needs created by the disaster, additional assistance may be requested through existing mutual aid agreement and memorandums of understanding. In the event of a Proclamation of Local Emergency, the deployment of resources will be coordinated through the EOC. Resources to be utilized to support City operations may be placed at staging areas until specific assignments can be made

In the event the situation exceeds or is expected to exceed the resources within the City and those provided through mutual aid, the City may request assistance through the King County Zone 1 Coordinator. If resources are not available within Zone 1, the request can be made to KC ECC and/or the Washington EMD.

E. Pre-Incident Actions (Prevention)

The EOC facilitates information sharing activities to enable the assessment, prevention, or resolution of a potential incident and coordinates with appropriate agencies and jurisdictions as required during developing situations to utilize resources and authorities to prevent an incident, as well as to initiate appropriate preparatory and mitigating measure to reduce vulnerabilities.

The preventive actions within the City are taken by first responders and City government officials and include efforts to protect the public and minimize damage to property and the environment, such as:

Public Health and Safety – Initial safety efforts focus on actions to detect, prevent and reduce the impact to public health and safety. Such actions can include environmental analysis, plume modeling, evacuations, emergency sheltering, air monitoring, decontamination, emerging infectious disease tracking, emergency broadcasts, etc. These efforts may also include public health education; site and public health surveillance and testing procedures; and immunizations, prophylaxis, and isolation or quarantine for biological threats coordinated by Seattle-King County Public Health Department.

Responder Health and Safety – The safety and health of responders is a high priority for the City. Actions that are essential to limit risks include full integration of deployed health and safety assets and expertise; risk assessments based upon timely and accurate data; and situational awareness that considers responder and recovery worker safety.

Property and the Environment – Responders may also take incident mitigation actions to protect public and private property and the environment. Such actions may include sandbagging in anticipation of a flood or booming of environmentally sensitive areas in response to a potential oil spill.

The City will coordinate with other local, county, state and federal agencies to assure cohesive working relationships and compatible emergency plans and will coordinate with volunteer organizations to assure cohesive working relationships and coordinated response.

Training will be provided to City personnel on a routine basis to enhance response capabilities and public education will be offered to enhance citizen self-sufficiency.

F. Response Actions

Once an incident occurs, the priorities shift to immediate response activities that are necessary to preserve life, property, the environment, and the social, economic, and political structure of the City. In the context of a terrorist threat, simultaneous activities by the State and Federal government are initiated to assess regional and national-level impacts, as well as to assess and take appropriate action to prevent and protect against other potential threats.

Response actions may include but are not limited to, immediate law enforcement, fire, ambulance, and emergency medical service actions; emergency flood fighting; evacuations; transportation system detours; emergency public information; actions taken to minimize additional damage; urban search and rescue; the establishment of facilities for mass care; the provision of public health and medical services, food, ice, water and other emergency essentials; debris clearance; the emergency restoration of critical infrastructure; control, containment, and removal of environmental contamination; and protection of responder health and safety. The use of mutual aid, the King County Regional Coordination Framework, and WAMAS are all additional ways to garner resources for response activities.

During the response to a terrorist event, law enforcement actions to collect and preserve evidence and to apprehend perpetrators are critical. These actions take place simultaneously with response operations necessary to save lives and protect property and are closely coordinated to facilitate the collection of evidence without impacting ongoing life-saving operations.

In instances where emergency work is performed to protect life and property, requirements for environmental review and permits may be waived or orally approved as provided in the State Environmental Policy Act, Hydraulics Act, Forest Practices Act, Shoreline Growth Management Act, and Flood Control Act.

Following a Proclamation of Local Emergency, the Director of Emergency Management has the authority to commandeer the services and equipment of citizens as necessary in response to the disaster pursuant to Shoreline Municipal Code 2.50.060. Those citizens are entitled to all privileges, benefits and immunities provided for emergency workers under state and federal emergency management regulations, RCW 38.52.110.

The City Manager or designee is authorized to contract with any person, firm, corporation or entity to provide goods or a service on an agreed upon cost basis during emergency or disaster response operations and throughout the recovery and mitigation operations, in accordance with RCW 38.52.390. This process allows City employees to operate within their normal roles and perform the day-to-day functions of local government as much as possible given the severity of the disaster.

G. Recovery Actions

All recovery actions within the City will be coordinated as outlined in the City of Shoreline Disaster Recovery Plan. The Director of Emergency Management will appoint a lead for ESF 14, Long Term Community Recovery and Mitigation to manage the City's recovery process prior to deactivation of the City's EOC. The EOC staff will prioritize recovery actions based on damage assessments and information provided from the incident command posts throughout the City.

After the EOC is deactivated, the City Manager will assist in developing a Recovery Task Force to assist the ESF 14 lead with managing the ongoing aspects of recovery. The Task Force will be made up of key City staff people and representatives from key organizations and community groups who have vested interest in the community's recovery. The Task Force duties are outlined in the City of Shoreline's Disaster Recovery Plan.

The City recognizes recovery as the development, coordination and execution of services, site restoration plans, and the reconstitution of government operations and services through individual, private-sector, nongovernmental and public assistance programs.

The City will utilize resources available through King County Office of Emergency Management, Washington EMD, and, in the event of an Incident of National Significance, the Federal Joint Field Office (JFO) to coordinate available resources to assist with recovery efforts.

Repair and restoration of damaged facilities may require a critical areas alteration permit prior to final project approval, in compliance with applicable City, state, and federal regulations.

Properties of historic significance and archeological sites are protected by law. Non-time critical missions and recovery actions affecting these sites will be coordinated with the Washington Office of Archeology and Historic Preservation.

H. Mitigation Actions

The City recognizes the need to use an all-hazard approach to mitigation. Within the City, mitigation involves reducing or eliminating long-term risk to people and property from hazards and their side effects. Following a disaster, the emergency management organization within the City will coordinate mitigation efforts with the King County OEM and the Washington EMD.

In the event of a large-scale disaster, the City will coordinate with the JFO which is the central coordination point among federal, state, local, and tribal agencies and non-governmental agencies for beginning the process that leads to the delivery of mitigation assistance programs.

If public assistance is needed after an incident, the City will work with the King County OEM and Washington EMD to provide public assistance programs to the residents of Shoreline. If the disaster qualifies for a Presidential Disaster Declaration, the City will also utilize the JFO's Response and Recovery Operations Branch which is responsible for coordinating the delivery of all mitigation programs within the affected area, including hazard mitigation for:

1. Grant programs for loss reduction measures
2. Delivery of loss reduction building-science expertise;
3. Coordination of federal flood insurance operations and integration of mitigation with other program efforts;
4. Conducting flood recovery mapping to permit expedited and accurate implementation of both recovery and mitigation programs
5. Predictive modeling to protect critical assets
6. Early documentation of losses avoided due to previous hazard mitigation measures
7. Community education and outreach necessary to foster loss reduction.

In addition, City officials and the EOC staff will work with King County OEM and the Washington EMD to develop a long-term recovery strategy for the City.

I. Demobilization

Once response and recovery efforts for an event requiring activation of the CEMP and/or the EOC have been completed, all aspects of the response and recovery efforts will be transitioned back into normal day-to-day operations. This process will occur in stages and resources will be returned to normal functions once their responsibilities and/or tasks are completed or transferred to other personnel or groups. The EOC will remain activated until all resources have been demobilized and returned to their previous condition or previous position.

As a component of demobilization, incident debriefing will occur as soon as possible, and an After-Action Report will be developed by the EOC Manager to detail operational successes, problems, and key issues affecting incident management.

VII. Ongoing Plan Management and Maintenance

A. Coordination

All departments participate in the City's emergency management organization for the ongoing management and maintenance of the CEMP. All City departments will have a responsibility in

the coordination of policy, planning, training, equipping, and other preparedness requirements related to the CEMP.

B. Plan Maintenance

The Emergency Management Coordinator, under the direction of the Director of Emergency Management, will serve as the key person for the coordination of plan management and maintenance. The CEMP will be reviewed and updated periodically as required to incorporate new Presidential directives, legislative changes and procedural changes based on lessons learned from exercises and actual events. This section establishes procedures for interim changes and full updates of the CEMP.

Types of changes – Changes include additions of new or supplementary material and deletions. No proposed change should contradict or override authorities or other plans contained in City resolutions, ordinance, or county, state, or federal statute or regulation.

Coordination and approval – Any City department with assigned responsibilities under the CEMP may propose a change to the plan. The EMC will coordinate proposed modifications with primary and support departments and other stakeholders, as required. The EMC will coordinate review and approval for proposed modifications and submit the revised/updated CEMP to Shoreline City Council for approval and then to WSEMD for review and filing. Approval of a local CEMP is due every 5 years pending extensions.

C. NIMS Integration

In accordance with the NIMS, the City's emergency management organization will utilize the NIMS Integration Center to ensure that the City's emergency management activities are in full compliance with federal requirements relating to incident management. The City will utilize the NIMS Integration Center's standards, guidelines, and protocols in preparedness and response activities unless those standards, guidelines, and protocols contradict established resolutions and ordinances of the City.

The City also recognizes FEMA's Mission Areas and Core Capabilities as the City of Shoreline's emergency management Mission Areas and Core Capabilities. The City also recognizes the Critical Tasks as listed under each Core Capability. Below is the table of Core Capabilities for prevention, protection, mitigation, response, and recovery activities listed by FEMA. These Core Capabilities will be referenced throughout the CEMP and various other City of Shoreline Plans:

Shoreline Comprehensive Emergency Management Plan (CEMP)
Basic Plan

Prevention		Protection		Mitigation		Response		Recovery	
Planning									
Public Information and Warning									
Operational Coordination									
Intelligence and Information Sharing				Community Resilience		Infrastructure Systems			
Interdiction and Disruption				Long-term Vulnerability Reduction		Critical Transportation		Economic Recovery	
Screening, Search, and Detection				Risk and Disaster Resilience Assessment		Environmental Response/Health and Safety		Health and Social Services	
Forensics and Attribution		Access Control and Identity Verification		Threats and Hazards Identification		Fatality Management Services		Housing	
		Cybersecurity				Fire Management and Suppression		Natural and Cultural Resources	
		Physical Protective Measures				Logistics and Supply Chain Management			
		Risk Management for Protection Programs and Activities				Mass Care Services			
		Supply Chain Integrity and Security				Mass Search and Rescue Operations			
						On-scene Security, Protection, and Law Enforcement			
						Operational Communications			
						Public Health, Healthcare, and Emergency Medical Services			
						Situational Assessment			

VIII. Appendices

- A. Definitions
- B. Acronyms
- C. Authorities and References
- D. Training, Drills and Exercises
- E. Distribution List
- F. Record of Changes

ATTACHMENT B: Brief description of the Essential Support Functions

ESF NUMBER	COORDINATOR/LEAD AGENCY	PURPOSE
ESF 1 – Transportation	Transportation Services Manager/PW Dept.	Provide for the mitigation, preparedness, recovery, restoration, safety and security of the transportation system in Shoreline.
ESF 2 – Communications	IT Manager/Shoreline Emergency Management	Organize, establish, and maintain the communications and information systems capabilities necessary to meet the operational requirements to respond to disasters and emergencies and to provide guidance regarding the dissemination of warning information.
ESF 3 – Public Works and Engineering	PW Director/PW Department	Provide coordination and organization of capabilities and resources to ensure the delivery of services, technical assistance and evaluation, engineering expertise, construction management, coordination with utility providers for emergency repair of water and wastewater treatment facilities, in consultation with SPU, distribution for emergency potable water and ice, debris removal, emergency power and other support to prevent, prepare for, respond to and recover from natural and manmade disasters within the City.
ESF 4 – Firefighting	Fire Liaison/Shoreline Fire Department	Provide guidance to qualified personnel for activities including; firefighting, rescue, and emergency medical services and to effectively coordinate fire response resources within the City.
ESF 5 – Emergency Management	Emergency Management Coordinator/Emergency Management	Responsible for supporting overall activities of the City relating to large scale incident management. The City's emergency management organization provides the core management and administrative functions in support of the EOC and the City's CEMP.
ESF 6 – Mass Care, Housing & Human Services	Community Services Manager/CSD	Coordinate the efforts to address non-medical mass care, housing and human services needs
ESF 7 – Resource Support	HR & OD Director/ ASD Division	Assist the City, EOC, City Departments, and other organizations requiring administrative resource support prior to, during and/or after a disaster or emergency situation.

ATTACHMENT B: Brief description of the Essential Support Functions

ESF NUMBER	COORDINATOR/LEAD AGENCY	PURPOSE
ESF 8 – Public Health and Medical Services	Fire Liaison/Shoreline Fire Department	Coordinate the organization and mobilization of medical, health and mortuary services for emergency management activities within the City which may include veterinary and/or animal health issues when appropriate.
ESF 9 – Urban Search and Rescue	Police Liaison/Shoreline Police Department	Provide guidance for urban search and rescue operations during or following natural or manmade disasters.
ESF 10 – Hazardous Materials Response	Fire Liaison/Shoreline Fire Department	Provide response to an actual or potential discharge and/or uncontrolled release of oil or hazardous materials (hazmat) during a disaster within the City.
ESF 11 – Agriculture and Natural Resources	Parks Superintendent/PRCS Dept.	Coordinate efforts to provide nutrition assistance; control and eradicate an outbreak of highly contagious or economically devastating animal/zoonotic or plant disease or plant pest infestation; assure food safety and security; and protect natural and cultural resources and historic properties prior to, during, and after a disaster
ESF 12 – Energy	Utility and Operations Manager/PW Dept.	Coordinate efforts to restore damaged energy systems and components during a potential or actual disaster and to provide for the effective utilization of available electric power and natural gas, as required, to meet essential needs in the City during a disaster. This ESF provides for electricity and natural gas systems only.
ESF 13 – Public Safety, Law Enforcement, and Security	Police Liaison/Shoreline Police Department	Coordinate public safety and security capabilities and resources to support the full range of incident management activities associated with a potential or actual natural or man-made disaster.
ESF 14 – Long-Term Community Recovery and Mitigation	Emergency Management Director/CMO	Provide guidance for the implementation of federal, state, county, local, and private resources to enable the long term recovery of the community and to reduce or eliminate risk from future incidents, whenever possible. This may include economic, infrastructure and human services needs recovery.

ATTACHMENT B: Brief description of the Essential Support Functions

ESF NUMBER	COORDINATOR/LEAD AGENCY	PURPOSE
ESF 15 – Public Affairs	Communications Program Manager/CMO	Provide guidance for the development and delivery of accurate, coordinated, and timely incident-related information to affected audiences, including the citizens of the City, City personnel and their families, government and public agencies, the media and the private sector.
ESF 16 – Evacuation	Police Liaison/Shoreline Police Department	Provide guidance to the City to affect an evacuation should a major disaster threaten or occur within the City. Evacuations may result from naturally occurring events such as earthquakes, mudslides, health related incidents, flooding, volcanic activity, fires or from industrial accidents, terrorism or illegal activities like drug labs and waste dumping. The City may evacuate all or part of the City, including certain population groups, in order to protect the general safety and welfare of its citizens.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Agreement with King County Flood Control District Awarding Grant Funds for the Hidden Lake Dam Removal Phase 2 Project
DEPARTMENT:	Public Works
PRESENTED BY:	Elizabeth Kelly, Interim City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Staff is requesting that Council authorize the City Manager to execute an agreement with King County Flood Control District (KCFCD) awarding \$700,000 of Flood Reduction Grant Funds for the Hidden Lake Dam Removal Phase 2 (NW Innis Arden Culvert Replacement) Project.

The City was awarded a \$700,000 Flood Reduction grant for construction of the Hidden Lake Dam Removal Phase 2 Project. In accordance with the City’s purchasing policies, Council authorization is required for staff to obligate grant funds exceeding \$100,000.

RESOURCE/FINANCIAL IMPACT:

The project will be funded with Surface Water Utility bond funds and has been programed in the 2022-2028 CIP as fully utility bond funded.

The \$700,000 Flood Reduction Grant will be used for the construction phase of the culvert replacement and associated restoration. This will offset the amount of bond funding required for this project, covering over 15% of the total estimated costs for construction and administration. The estimated project cost and budget summary for the construction phase is as follows:

Project Expenditures	
Staff and Other Direct Expenses	\$ 30,000
Construction Administration and Inspection	\$ 520,000
Construction Costs	\$ 3,500,000
Contingency	\$ 400,000
Total Project Expenditures	\$ 4,450,000

Project Revenue	
<i>KCFCD Flood Reduction Grant</i>	\$ 700,000
Surface Water Utility Bond Funds	\$ 3,750,000
Total Project Revenue	\$ 4,450,000

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an agreement with KCFCD awarding \$700,000 Flood Reduction Grant Funds for the Hidden Lake Dam Removal Phase 2 Project, including authorization of any supplements or addenda that KCFCD may require.

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

BACKGROUND

The Hidden Lake Dam Removal project is a two-phase project located in and adjacent to Shoreview Park. The first phase is currently in construction, [a construction contract was authorized by Council in May 2022](#). The work included the removal of the Hidden Lake Dam and restoration of Boeing Creek through the former lakebed. The first phase of work is expected to be complete in early 2023.

The improvements constructed under the second phase of the Hidden Lake Dam Removal Project will remove a second fish passage barrier by replacing the existing aging culverts below NW Innis Arden Way with one large single span culvert. The new culvert will allow flood level flows of Boeing Creek to be safely conveyed and will allow sediment to travel downstream with the intention of building back up sediment starved banks of the creek and delta at Puget Sound. The design phase of the Phase 2 portion of the Hidden Lake Dam Removal project was partially funded by a KCFCD Flood Reduction grant, and [approved by Council in October 2017](#).

DISCUSSION

Staff applied for the 2022 round of competitive KCFCD Flood Reduction Grants in May 2022 and notification of the grant award was received on October 11, 2022. If obligated, this grant will partially fund the construction phase of the project expected to start in Summer 2024. The grant agreement will expire on December 31, 2024.

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

Council can also elect to not approve the requested action. If Council takes this action, the grant would not be obligated and the project would proceed by using Surface Water Utility bond funds to fund the construction of the Hidden Lake Dam Removal Phase 2 project.

COUNCIL GOAL(S) ADDRESSED

This contract supports Council Goal 2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment.

RESOURCE/FINANCIAL IMPACT

The project will be funded with Surface Water Utility bond funds and has been programed in the 2022-2028 CIP as fully utility bond funded.

The \$700,000 Flood Reduction Grant will be used for the construction phase of the culvert replacement and associated restoration. This will offset the amount of bond funding required for this project, covering over 15% of the total estimated costs for

construction and administration. The estimated project cost and budget summary for the construction phase is as follows:

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Construction Administration and Inspection	\$ 520,000
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KCFCD Flood Reduction Grant	\$ 700,000
Surface Water Utility Bond Funds	\$ 3,750,000
Total Project Revenue	\$ 4,450,000

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an agreement with KCFCD awarding \$700,000 Flood Reduction Grant Funds for the Hidden Lake Dam Removal Phase 2 Project, including authorization of any supplements or addenda that KCFCD may require.

ATTACHMENTS

Attachment A – KCFCD Agreement

Project Name: Hidden Lake Dam Removal - Phase 2 Construction

Award Number: 4.22.16

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

This Agreement is made between King County, a municipal corporation, and the **City of Shoreline** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2024**.

Project Contacts:

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

Contact for Recipient – Laura Reiter, Engineer II, 206-639-0536, Lreiter@shorelinewa.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 9, 2021, the Board passed Resolution FCD2021-12, which authorized an allocation of \$12,000,000 from the District’s 2022 budget to fund flood reduction projects; and
- 1.4 Whereas, on October 11, 2022, the District’s Board of Supervisors passed Resolution FCD2022-12, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”); and
- 1.6 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Flood Reduction Grant Program; and

- 1.7 Whereas the District's Board of Supervisors approved funding of Recipient's application for the project ("Project"), as described in Attachment A to Resolution FCD2022-12 in the amount of **\$700,000** ("Award"); and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B ("Scope of Work"), and the Budget, attached hereto and incorporated herein as Exhibit C ("Budget"), are consistent with the Grant Policies and Procedures, the Recipient's application for the Project, and the Resolution approving funding for the Project; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2022-12, and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to Recipient in the total amount of **\$700,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2022-12. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all

other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from advances payment shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Closeout Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.

Project Name: Hidden Lake Dam Removal - Phase 2 Construction

Award Number: 4.22.16

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

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than **December 31, 2024**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.

Project Name: Hidden Lake Dam Removal - Phase 2 Construction

Award Number: 4.22.16

- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County’s obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

KING COUNTY:

RECIPIENT:

By _____
 Name _____
 Title _____
 Date _____

By _____
 Name _____
 Title _____
 Date _____

Project Name: Hidden Lake Dam Removal - Phase 2 Construction

Award Number: 4.22.16

EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Hidden Lake Dam Removal - Phase 2 Construction	City of Shoreline	Alleviate Boeing Creek flooding risks and restore natural conditions and sediment mechanics. This grant will cover construction of the Project's "Phase 2" to replace Boeing Creek NW Innis Arden Way culverts, which are undersized and aging, and present a flooding risk, elevated after removal of Hidden Lake Dam upstream. Construction of a new 25' diameter steel arch culvert (currently at 90% design) will reduce flood risk, improve fish habitat and passage conditions, and restore natural sedimentation processes.	\$2,802,000	\$700,000

EXHIBIT B: SCOPE OF WORK

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	0.1%	December 2024
Task 2: Construction	Phase 2 Construction - contractor hired to remove existing culvert, construct new fish-passable culvert, and restore riparian habitat. Deliverable will be completed project, with as-builts and project photos.	99.9%	December 2024

EXHIBIT C: BUDGET

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL LEVERAGE (not required)	LEVERAGE TOTAL	TOTAL (Grant + Leverage)
		SOURCE NAME		
		Shoreline Surface Water Utility Funds		
		AMOUNT		
STAFFING	\$2,000			\$2,000
COMMERCIAL SERVICES AND CREW TIME	\$698,000	\$2,802,000	\$2,802,000	\$3,500,000
TOTAL	\$700,000	\$2,802,000	\$2,802,000	\$3,502,000

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute a Contract with Exeltech Consulting, Inc. in the Amount of \$204,939.16 for the Aurora Avenue Median Island, Turn-pockets, Landscape and Bioretention Beds, and Irrigation Retrofit Project
DEPARTMENT:	Public Works
PRESENTED BY:	Lance Newkirk, Utility and Operations 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:

With nearly three years of in-house experience maintaining the Aurora Ave corridor landscape and stormwater features, City staff have learned that there are several elements of the original design that are not functioning well or have been compromised. This has resulted in poor system performance and high maintenance costs. The constructed assets requiring a review and possible retrofit include Median Islands, Turn-Pockets, Landscape and Bioretention Bed and Irrigations systems. To address these concerns the City advertised RFQ# 10483 on September 29, 2022, to solicit firms qualified to review current conditions, prepare a summary report with retrofit recommendations and cost estimates to alleviate the identified concerns.

Exeltech Consulting, Inc. was the only respondent and they met all the requirements of the RFQ. Tonight, staff is seeking Council’s approval to authorize the City Manager to award this contract.

RESOURCE/FINANCIAL IMPACT:

This contract will be funded from 2022 General Fund and Surface Water Management Fund and split equally between the two funds. The contract value is estimated at \$204,939.16. The term of the contract will expire on December 31, 2023, unless otherwise extended.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a contract with Exeltech Consulting, Inc. in the amount of \$204,939.16.

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

BACKGROUND

The Aurora Avenue Corridor Improvement project redeveloped three miles of Aurora Avenue N (State Route 99) running through Shoreline. The project focus was to improve traffic flow and safety, promote economic development, improve transit speed and reliability, undergrounding of overhead utilities, provide uniform street lighting, enhance corridor aesthetics with landscape plantings and provide environmental improvements through better stormwater management. From design to completion the project spanned over a 20-year time frame had four distinct construction phases and cost about \$140 million.

From construction until final completion in 2019 the maintenance of the landscaping and stormwater features along Aurora was accomplished by private contractors. Contractor turnover, gaps in service, and the resulting expenditure of extra staff time to develop bid documents, rebid, let contracts, and contract oversight to ensure contract adherence, and bringing new contractors up to speed resulted in an inconsistent level of service to maintain these assets. As a result of the inconsistent maintenance services provided along Aurora Ave and other designated rights-of-way (ROW), City Council authorized the formation of a Grounds Maintenance Crew as part of the 2019-2020 Biennial Budget. The new crew was initially tasked with providing ROW maintenance services in 2019 and beginning in 2020 to provide parks grounds maintenance services after the park's landscape maintenance contract expired at the end of 2019.

With nearly three years of in-house experience maintaining the Aurora Ave corridor landscape and stormwater features, City staff have learned that there are several elements of the original design that are not functioning well or have been compromised. This has resulted in poor system performance and high maintenance costs. Therefore, this project will review the existing Median Islands, Turn-pockets, and Landscape and Bioretention Beds along Aurora Avenue N and improved side streets between 145th and 205th Street to ascertain current conditions. Based on current conditions, the Consultant will develop recommended retrofit or other maintenance options with cost estimates to improve stormwater infrastructure performance, reduce on-going landscape maintenance costs, ensure an aesthetically appealing and safe corridor for the public and maintenance staff alike. A discussion of the recommended improvements will be brought before Council at the end of this phase of the project to seek guidance on implementation of the recommended improvements.

Staff advertised RFQ# 10483 on September 29, 2022, to solicit firms qualified to review Aurora Avenue landscape and stormwater features, their current conditions and prepare a summary report with retrofit recommendations and cost estimates to address identified concerns. Exeltech Consulting, Inc. was the only respondent, and their statement of qualifications met all the requirements of RFQ# 10483. Staff is seeking Council's approval to authorize the City Manager to award this contract.

ALTERNATIVES ANALYSIS

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

1. Maintain the Status Quo

- This option, while not incurring any contract costs, does not provide needed professional expertise to identify and address known and currently unknown landscape and stormwater deficiencies within the Aurora Avenue Corridor. Deficiencies that, if not examined, will result in higher maintenance costs and risks of continuing performance failures to installed stormwater treatment systems.

2. Phased Aurora Avenue Corridor Retrofit Review

- This option, while not incurring the full contract cost up front, would result in more administrative staff time to let and award future contracts. It would also risk loss of overall project knowledge through City or Consultant staff turnover. Turnover can lead to higher project costs and outcomes that may work for a specific section of the project but are out of sync with the entire corridor.

Based on these alternative options, staff recommends that Council authorize the City Manager to execute a contract with Exeltech Consulting, Inc.

RESOURCE/FINANCIAL IMPACT

This contract will be funded from 2022 General Fund and Surface Water Management Fund and split equally between the two funds. The contract value is estimated at \$204,939.16. The term of the contract will expire on December 31, 2023, unless otherwise extended.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a contract with Exeltech Consulting, Inc. in the amount of \$204,939.16.

ATTACHMENTS

Attachment A: Exeltech Consulting, Inc. Scope of Work

EXHIBIT A**CITY OF SHORELINE****AURORA AVENUE MEDIAN ISLANDS, TURN-POCKETS, LANDSCAPE AND
BIORETENTION BEDS, AND IRRIGATION RETROFIT PROJECT DESIGN SERVICES –
SCOPE OF WORK**

This scope of work includes consulting and design services for the Aurora Avenue Median Islands, Turn-pocket, Landscape and Bioretention Beds, and Irrigation Retrofit Project (PROJECT) for the City of Shoreline (CITY) in each constructed Phase of Aurora Avenue (Phase 1 – 145th to 165th, Phase 2 – 165th to 185th, Phase 3A – 185th to 192nd and Phase 3B - 192nd to 205th). Exeltech Consulting (CONSULTANT) proposes the following task to complete this scope of work.

The Consultant's work under this AGREEMENT will be completed within the timeframe shown in the key Project milestones in Table A below.

Table A: Key PROJECT Milestones	
Milestone	Estimated Completion Date
Notice to Proceed (NTP)	TBD upon contract execution
Task 2	3 months from NTP
Task 3	4 months from NTP
Task 4	5 months from NTP
Task 5	7 months from NTP
Task 6	8 months from NTP
Notice to Proceed with Next Phase	9 months from NTP

The duration of the reviews by the City and others is given in the above milestones. Mutually agreeable changes to the project milestones, whether initiated by the City or Consultant, may be the basis for adjustments in the project budget. Compensation shall not exceed (total contract amount) without prior written approval from City.

GENERAL DESIGN ASSUMPTIONS

1. The City will coordinate utility locates and survey locations of existing utilities in the vicinity of each project site.
2. City will provide an example plan set in AutoCAD format to Consultant which indicates City preferences for construction plans (e.g., title block, type fonts and line styles)
3. AutoCAD/Civil3D version 2021 shall be used for all project deliverables.
4. The Consultant has flexibility to move budget between tasks as needed with prior notification to the City.

Task 1 Project Management

The Consultant will provide overall project management and documentation of work progress of the project. Project Management scope extends for the duration of the Agreement.

Any changes that arise will be proactively communicated and documented with the City's agreement.

The Consultant will prepare monthly progress reports including a summary of work completed, and financial status of project budget. These will be included with the monthly invoice/progress payments.

Deliverable(s):

1. Monthly Progress Report (PDF)
2. Monthly Invoices (PDF)

Task 2 Review and Analysis of Existing Conditions

1. Meet with designated City staff to review and discuss project goals, existing conditions, and current infrastructure issues related to:
 - a. Irrigation system, planting, soil evaluation, Filterra units, permeable pavers, inlets within the plans provided for Phase 1, 2, 3A, and 3B
 - b. Phase 2 bioretention
 - c. Phase 2 to 3A stormwater and surface water issues
 - d. Silva cell settlement along 205th and 75th
2. Review existing relevant information including GIS data, record drawings, applicable codes, guidelines and standards.
3. Perform up to three (3) site visits and additional analysis as needed to evaluate strengths and weaknesses of current design features.
 - e. Provide a comprehensive analysis of the stormwater drainage and bioretention facilities (including Filterra “boxes”, bioswales and bioretention planters/beds)
 - i. Confirm key elevations of bioretention beds and functionality of inlets, sediment sumps, overflow outlets, underdrainage, and irrigation (where present)
 - ii. Analysis shall consider maximum treatment capacity, bypass capacity, pollutant loading, pre-treatment, and maintenance frequency needs given the Best Management Practices (BMP) location on an urban highway.
 - f. Provide landscape beds analysis that includes soil quality assessment, percentage of total planted cover vs weed colonization, plant health analysis, and appropriateness of existing plant palette as designed and installed.
 - g. Evaluation of trees within established work area by an ISA certified arborist with Tree Risk Assessment Qualification (TRAQ) using current Best Management and Standard Practices.
 - i. Provide a Level 2 Basic Tree Assessment for each tree
 - ii. Inventory all trees extant and missing/removed from original plantings using ArcGIS
 - iii. Provide data on height, DBH, species, tree health and structure ratings, and monetary value of each tree
 - h. Provide irrigation systems analysis including locating valve boxes using ArcGIS, identify constraints and the existing features and systems.
 - i. Consider long-term maintainability and costs of existing features and systems.

Assumptions:

- City will provide the following information:
 - GIS tree data of the project area
 - Description of each stormwater performance issue with pictures if applicable
 - Drainage report with facility design and sizing for each stormwater performance issue
 - Original Geotechnical Report for each stormwater performance issue

- Location of inlet issues
 - Soil specifications for the various phases
 - Updated As-built irrigation plans with functioning areas (pipes that can carry water, wire connectivity from valve to controller, et), as site visit will when the system has been winterized.
 - Irrigation specification for the various phases
 - Irrigation plans reference Toro Sentinel central control. Understanding from the maintenance team if it is being used and their issues/concerns.
 - Operating (dynamic pressure) and GPM for each location, especially key for the drip system location if we plan to convert to spray system.
 - Silva cells plans, locations in the phases and details
 - Utilities mapping (Above and below grade)
 - Maintenance team markup on plans of areas with compaction and frequent crossing by pedestrian
 - Other relevant information
- Upon notice to proceed, City representative will schedule a site visit with the key maintenance staff.
 - One (1) virtual meeting with the City maintenance team to discuss long-term maintainability and costs of existing features and systems.

Task 3 Summary Report

1. Prepare a report summarizing the findings from Task 2. Report must document all background information, analysis, evaluations, and recommendations. The report shall be organized by findings for each constructed Phase of Aurora Avenue (Phase 1 – 145th to 165th, Phase 2 – 165th to 185th and Phase 3A – 185th to 192nd and Phase 3B - 192nd to 205th)
2. The report must also provide prioritized improvement recommendations for the Aurora Avenue corridor as a whole and for each Phase, based on specific direction and feedback from the City.
3. Share draft report with designated City staff for review and comments.

Deliverable(s):

1. Draft Summary Report (MS-Word)

Assumptions:

- One (1) round of City review for draft summary report. Comments from the review will be addressed by Consultant in the final summary report.
- City shall provide review comments within two (2) weeks of submittal, delay in review/responses will push out the deliverables schedule.
- The City will distribute the draft report to the City's project team for review and comment. The City will compile comments received into one document, rectify any contradictory comments, and send them to the Consultant.
- Tree heights will be within 10-ft margin of error. Tree diameters will be within 2-inches DBH margin of error.

- Trees that do not have a unique ID, a new ID will be created.

Task 4 Redesign/Retrofit Options

1. From findings in Task 3, prepare redesign/retrofit options that address identified deficiencies.
2. Conduct one (1) virtual workshop and receive feedback on preliminary concepts with designated City staff and other stakeholders.

Assumptions:

- City representative will schedule a virtual workshop with designated City staff and other stakeholders.

Task 5 Conceptual Redesign/Retrofit Design Plans & Opinion of Cost

1. Develop schematic level plans based on feedback received in Task 4 that include:
 - a. Planning level cost estimates,
 - b. Recommended order of improvements, and
 - c. Estimated timeline to construct.
2. Prepare workshop conceptual designs and receive feedback from City staff.
3. From received feedback on the plans and designs, prepare draft final Summary Report that includes redesign/retrofit recommendations for Aurora Avenue as a whole and for each Phase.
4. Prepare PowerPoint presentation that summarizes findings and participate in one (1) virtual City Council meeting to receive Council feedback on conceptual plans.
5. From feedback received at Council meeting, update and submit final Summary

Deliverable(s):

1. Schematic level plans
2. PowerPoint presentation
3. Final Summary Report (MS-Word)

Assumptions:

- Work with City to develop presentation support materials for their meetings with the City Council. Assume the Team will participate in one (1) virtual City Council meeting.

Task 6 Next Phase Scope Development

The Consultant will evaluate the tasks necessary and prepare a Scope of Work for next phase that includes Preliminary Design, Final Design and Contract Management Services.

Deliverable(s):

1. Scope and fee estimate

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Execute a Contract with the Law Office of Sarah Roberts for Prosecution Services
DEPARTMENT:	City Attorney's Office
PRESENTED BY:	Margaret J. King, 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:

Under State law the City of Shoreline is responsible for the criminal justice costs of all misdemeanors and infractions committed within the City's jurisdiction. These costs include court services, indigent defense and prosecution. Since its incorporation, Shoreline has contracted for court service with the King County District Court and has contracted for defense and prosecution services with various private attorneys.

The contract for Council consideration is for prosecution services beginning January 1, 2023. The City's current prosecution contract terminates at the end of December, 2022.

To award this contract, the City conducted a competitive bid process and issued a request for proposals (RFP) on October 28, 2022. The City only received one proposal from the Law Office of Sarah Roberts, the current provider of prosecution services.

RESOURCE/FINANCIAL IMPACT:

The total cost of prosecution services will be \$324,000 in 2023. After 2023, additional contract years covering 2024-2028 will be inflated between 2% to 5%, based on 100% of the June-to-June change of the Consumer Price Index for all Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue Area with a minimum floor of 2% and a maximum ceiling of 5%.

Accordingly, if after the first-year term, the additional contract years are executed (potentially covering 2024-2028), the 2023 flat rate for services will increase by between 2-5%. This increase would apply to the base rate for each year the contract is extended (potentially covering 2024-2028). If an annual contract minimum inflator rate of 2% is estimated, the total six-year cost of the base rate for the contract would be \$2,043,834. Using a maximum ceiling of 5% the base rate of the contract for six-years would be \$2,203,819.

The 2023-2024 biennial budget for this service is adequate to cover the first year and a portion of the second year's cost. A budget amendment for the remainder of the second year will be included as part of the mid-biennial budget review.

RECOMMENDATION

Staff recommends that the Council move to authorize the City Manager to execute a contract for prosecution services with the Law Office of Sarah Roberts, in a form to be approved by the City Attorney, for 2023 with five additional one-year options to extend, for a total contract not to exceed amount of \$2,203,819 over six years.

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

BACKGROUND

The City's current prosecution contract will conclude at the end of the year, the contract for Council consideration tonight is for prosecution services beginning January 1, 2023.

Under Washington State law, cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses. This includes jail, court, prosecution and public defense services. Prosecution services include non-traffic infractions, infractions involving accidents and vehicle impound hearings requested by owners, making charging decisions for misdemeanor and gross misdemeanor violations under the Shoreline criminal code as well as filing all necessary charging documents, attending arraignments, hearings, and sentencing, and conducting bench and jury trials, probation violation hearings and appeals. The prosecutor is also responsible for Community Court proceedings and providing a Domestic Violence Coordinator to provide telephone counseling to assess a victim's immediate safety needs and resources and to assist victims of domestic violence with obtaining protective and restraining orders.

DISCUSSION

Request for Proposals

The City's purchasing ordinance requires solicitation of bids for service contracts in excess of \$50,000 unless waived by the City Manager. Since prosecution services exceed this threshold, a Request for Proposals was prepared and published in October 2022.

The RFP requested a flat monthly rate that would include fees and expenses for the above prosecution services, including up to ten appeals a year to superior court. The RFP solicitation was published by the Washington Bar Association, Association of Washington Cities, Association of Prosecuting Attorneys, Washington Association of Municipal Attorneys, and the Journal of Commerce.

The only proposal that the City received was from the Law Office of Sarah Roberts, the City's current contract prosecutor.

Proposed Contract

The proposed contract requires the Law Office of Sarah Roberts to provide an adequate number of attorneys and support staff to provide the above prosecution services and to efficiently manage the City's court calendar, in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody.

Contract services include:

- Charge through criminal complaint based on officer reports
- Prepare pleas and pleadings
- Provide victims and witnesses with information about the legal process and options available to them through the legal system

- Assist victims of domestic violence including telephone counseling, assessing the victims' immediate safety needs and providing assistance with appropriate community resources
- Assist victims of domestic violence with obtaining protection orders whether or not criminal charges have been filed
- Prosecute jury trials one week per month on Monday, Tuesday, Wednesday, Thursday, and Friday
- Prosecute bench trials, vehicle impounds, sentencings and motion hearings scheduled on Thursday afternoon
- Conduct pre-trial hearings scheduled on Tuesday mornings and Thursdays
- Provide written bail requests and conditions of release for arraignment hearings and attend specific arraignment hearings at the request of the City or Police
- Attend probation review hearings on Monday afternoon
- Attend Community Court on Tuesday afternoon
- Attend in-custody hearings on Tuesday and Thursday
- Attend and prosecute contested infraction hearings requiring testimony of civilian and police witnesses scheduled on the first Monday morning of each month
- Prosecute and defend all RALJ appeals in State court
- Defend Writs of Habeas Corpus and Personal Restraint petitions in State court up to 40 hours per year.
- Consult with the City and the Court and act as the City's liaison related to prosecution and District Court administrative matters

Shoreline's Current Schedule

Regular Court Calendar:

Monday afternoon, Thursday all day, and Tuesday mornings at the Shoreline Courthouse. Jury trials are typically held on the last full week of each month (Monday, Tuesday, Wednesday, Thursday, and Friday, with Jury call the 3rd Wednesday).

Community Court Calendar:

Community Court is currently held at City Hall on Tuesday afternoons beginning at 12:30 p.m. The City Court Calendar is set forth in the Table below:

City of Shoreline Court Schedule				
Monday	Tuesday	Wednesday	Thursday	Friday
Shoreline Courthouse				
10:15 a.m. (Contested infractions w/ witnesses; first Monday of the month) 1:30 – 4:30 p.m. (regular court)	8:45 a.m. – 12:00 p.m. (regular court) 3:00 pm SCORE	1:30 – 4:00 p.m. (jury call, 3 rd Wednesday only)	8:45 a.m. – 4:30 p.m. (regular court) 3:00 pm SCORE	
City of Shoreline Court Schedule				
Monday	Tuesday	Wednesday	Thursday	Friday
Shoreline City Hall				
	12:30 – 4:00 p.m. (Community Court)			
Shoreline Courthouse – Jury Trials (4th week of the month)				
8:45 a.m. – 4:30 p.m.	8:45 a.m. – 4:30 p.m.	8:45 a.m. – 4:30 p.m.	8:45 a.m. – 4:30 p.m.	8:45 a.m. – 4:30 p.m.

Shoreline Caseloads

Caseloads have remained rather consistent over the past couple of years. The total caseload* of charges filed for the years 2020 through 2021 and an estimate for 2022 based on the first 2 quarters - is as follows:

	2020	2021	2022
Non-Traffic	234	401	2Q 149
DUI/Physical Control	18	39	2Q 24
Other Traffic Misdemeanors	70	73	2Q 20
Total caseload	322	512	Est Total Year 532

*Cases are defined as a unique cause number, which may contain more than one charge. Caseloads are also posted online at www.courts.wa.gov. Due to the COVID Pandemic cases in 2020 were lower than previous and subsequent years.

Term

The initial term of the contract is for one year, scheduled to begin on January 1, 2023. The proposed contract also includes five additional one-year options to extend, for a total possible life of six years. Award of the initial contract is no guarantee that any options to extend will be executed. The City Manager would have the authority to enter into the initial term and potentially execute subsequent option years. Council authorization of the contract would provide enough funding approval for all six terms.

FINANCIAL IMPACT

The total cost of prosecution services will be \$324,000 in 2023. After 2023, additional contract years covering 2024-2028 will be inflated between 2% to 5%, based on 100% of the June-to-June change of the Consumer Price Index for all Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue Area with a minimum floor of 2% and a maximum ceiling of 5%.

If, after the first year term, the additional contract years are executed (potentially covering 2024-2028), the 2023 flat rate for services will increase by between 2%-5%. This increase would apply to the base rate for each year the contract is extended (potentially covering 2024-2028). If an annual contract minimum inflator rate of 2% is used, the total six-year cost of the base rate for the contract would be \$2,043,834. If a maximum ceiling inflator of 5% is used, the base rate of the contract for the total six-years would be \$2,203,819.

The 2023-2024 biennial budget for this service is adequate to cover the first year and a portion of the second year's cost. A budget amendment for the remainder of the second year will be included as part of the mid-biennial budget review.

RECOMMENDATION

Staff recommends that the Council move to authorize the City Manager to execute a contract for prosecution services with the Law Office of Sarah Roberts, in a form to be approved by the City Attorney, for the year 2023, with five additional one-year options to extend, for a total contract not to exceed amount of \$2,203,819 over six years.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Transfer Ownership of Two Fleet Vehicles, One from the Equipment Rental Fund to the Surface Water Utility Fund and One from the Surface Water Utility Fund to the Equipment Rental Fund
DEPARTMENT:	Administrative Services
PRESENTED BY:	Sara Lane, Administrative Services Director Nickolas Borer, Parks, Fleet & Facilities Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Staff is requesting City Council approval to authorize the City Manager to transfer ownership of two fleet vehicles; one vehicle from Equipment Replacement Fund 503 to Surface Water Utility Fund 401 and one from Surface Water Utility Fund 401 to Equipment Replacement Fund 503. Council has previously approved the replacement reserves collected for these vehicles to be transferred to the appropriate fund.

Historical accounting practices transferred replacement reserves into the Equipment Replacement Fund for future replacement of fleet vehicles and equipment. A review of this process has determined that specific fleet assets purchased by Surface Water utility funds should be owned and maintained within the respective fund, the Surface Water Utility Fund and Equipment Replacement Fund. This report specifically identifies these two Funds, but this accounting practice will also apply to City's Wastewater Utility Fund.

RESOURCE/FINANCIAL IMPACT: The following provides a list of the fleet vehicles that, if approved, will be owned by the appropriate fund:

1. Public Works Surface Operations Pickup (Veh506) to Surfaced Water Utility Fund (401), value = \$40,988
2. Public Works Street Operations Pickup (Veh169) to Equipment Replacement Fund (503), value = \$29,636

RECOMMENDATION

Staff recommends that Council authorize the City Manager to transfer ownership of vehicles to appropriate funds as designated above.

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

BACKGROUND

In accordance with historical accounting practices, the Equipment Replacement Fund has been the owner of the City's fleet assets. The ownership process has also included the collection and maintenance fleet replacement reserve funds utilized for future acquisitions. Additionally, this process has also included replacement reserves for Surface Water Utility and Wastewater Utility fleet assets.

DISCUSSION

A review of this process has determined that specific fleet vehicle and equipment assets purchased by Surface Water and Wastewater Utility Funds should be owned and maintained within the respective funds. Staff provided an update to City Council on this change in a staff report dated November 1, 2021 (page 14), which can be found here: [2021-2022 Mid-Biennial Budget Update](#).

The specific fleet vehicles in question are as follows:

- Surface Water Operations Pickup: Utilized by Public Works field staff to transport equipment and tools to perform regular inspections and maintenance of surface drainage systems, catch basins, open ditch and culverts, retentions, and meeting with contractors working on surface water drainage systems throughout the City.
- Street Operations Pickup: Utilized by Public Works field staff to transport equipment and tools to perform regular inspections and maintenance of streets and public right of ways, as well as meeting with contractors working on public right of ways throughout the City.

RESOURCE/FINANCIAL IMPACT

The following provides a list of the fleet vehicles that, if approved, will be owned by the appropriate fund:

1. Public Works Surface Operations Pickup (Veh506) to Surfaced Water Utility Fund (401), value = \$40,988
2. Public Works Street Operations Pickup (Veh169) to Equipment Replacement Fund (503), value = \$29,636

RECOMMENDATION

Staff recommends that Council authorize the City Manager to transfer ownership of vehicles to appropriate funds as designated above.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Multi-Family Tax Exemption Program Contract with Shoreline TOD Multifamily, LLC located at 108 NE 145 th Street
DEPARTMENT:	Community Services
PRESENTED BY:	Kerry Feeman, Housing and Human Services Coordinator
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 has approved an application by Shoreline TOD Multifamily, LLC for a Multi-Family Limited Property Tax Exemption (MFTE, also known as PTE for Property Tax Exemption) for a project located at 108 NE 145th St. The applicant has agreed to a contract (Attachment A) with the City stating that the residential improvements of their projects will be exempt from property taxation for 20 years in exchange for providing affordable housing and other conditions. Shoreline Municipal Code (SMC) Section 3.27.060 specifies that City Manager approval is subject to approval by the City Council. Tonight, staff is seeking Council approval of this MFTE contract for the project located at 108 NE 145th St.

RESOURCE/FINANCIAL IMPACT:

During the development of an MFTE project, the value of the improvements is taxable until the City certifies completion of the project and compliance with MFTE requirements. On the following January 1, the 12-year or 20-year tax exemption begins, but this does not reset tax revenues. Forgone taxes are only those levied on the difference between the value assessed during construction and full value upon completion. The balance will not be added to the assessed value until the 13th or 21st year. When the assessor last valued properties, construction had not begun so a precise estimate was not calculated.

For the purposes of this report, zero tax revenue to the City on the value of the improvements was assumed during the 12-year exemption period. However, due to the assumed increase in population, staff estimates tax revenues to the City from this project would, overall, increase despite the exemption on the improvements. Staff and consultant time is required to process applications, file annual reports to the State and King County, and to monitor compliance with affordable housing requirements. More detailed financial information about this project can be found in the Resource/Financial Impact Section later in this report.

RECOMMENDATION

Staff recommends that the City Council approve the MFTE contract with Shoreline TOD Multifamily, LLC for the project located at 108 NE 145th St.

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

BACKGROUND

The Multi-Family Tax Exemption (MFTE, also known as PTE for Property Tax Exemption) program was instituted by the State Legislature to provide incentives to construct multifamily housing and was later amended to help create affordable housing. According to the conclusions of the Growth Management Act and the State Legislature, multi-family housing and affordable housing are needed throughout the Puget Sound metropolitan area to help mitigate negative environmental impacts of population growth in the region.

The MFTE program provides the property owner an exemption from the *ad valorem* property taxes on new or rehabilitated housing improvements (including residential parking) for the duration of the exemption period. Shoreline has offered an MFTE program in nine (9) designated Residential Targeted Areas for many years. Shoreline Municipal Code (SMC) Chapter 3.27 was most recently updated in 2021 by the adoption of Ordinance No. 944. The current Shoreline MFTE program requires that at least 20% of the project be affordable and provides a qualified project 12 or 20 years of exemption from property taxation.

The 2022 Property Tax Exemption Program Report (Attachment B) provides a listing of the projects currently enrolled in the City's MFTE program, along with those that have received a Conditional MFTE Certificate.

DISCUSSION

The City Manager has approved an application by Shoreline TOD Multifamily, LLC for the project located at 108 NE 145th St. (Attachment A). The project located at 108 NE 145th St complies with all applicable requirements of RCW 84.14.060 and SMC 3.27.040. The next step in the MFTE process is for the City Council to approve or deny the contract that defines the terms under which the City will grant property tax exemptions, including binding the property to provide affordable housing for the period according to the RCW 84.14 and Chapter 3.27 SMC.

Project details for the project located at 108 NE 145th St include:

Location:	108 NE 145 th St
Residential Targeted Area:	145 th Street Station Sub-Area
Units provided:	550
Affordable units provided:	110
Duration of tax exemption:	12 years
Affordability levels:	Studio, Open 1-bedrooms, and 1-bedroom units: 70% of the King County Area Median Income (AMI) 2-bedroom and 3-bedroom units: 80% of the King County AMI
Duration of affordability:	12 years
Expected completion:	2025
Permit number:	MFR22-1505

Next Steps

If the City Council approves the proposed contract, the City Manager will issue Conditional Certificates of Property Tax Exemption to the applicant. The applicant has three years from the date the application was approved to complete the project and then may apply to the City for a Final Certificate. The City Manager may approve (or deny) the Final Certificate application without Council action. If approved, the City will file the Final Certificate with the County Assessor and the residential improvements will be exempt beginning the following January 1st.

RESOURCE/FINANCIAL IMPACT

During the development of an MFTE project, the value of the residential improvements is taxable until the City certifies completion of the project and compliance with MFTE requirements. On the following January 1st, the 12 or 20-year tax exemption on residential improvements begins, but this does not reset tax revenues for the City or other districts. That taxation—typically less than 100% of the ultimate, finished-project value—is effectively shifted to other taxpayers. If, in the event an assessment of the property is filed at 100% completion, but before issuance of a final certificate of tax exemption, the total value of the project could be added to the City's total assessed value. As an MFTE project, the exempted taxes on the improvements would, in that case be collected from taxpayers across the City. This shift to the City's approximately 22,000 households would amount to approximately \$248,600 in City share of property taxes, or \$11.30 per household per year.

The tax foregone is only that amount levied on the difference between the assessed value when evaluated during construction and upon completion. The balance will not be added to the assessed value until the 13th year. When the assessor last valued properties, construction had not begun so a precise estimate was not calculated. For the purposes of this report, zero tax revenue to the City on the value of the improvements was assumed during the 12-year exemption period. However, due to the assumed increase in population, staff estimates tax revenues to the City overall would increase despite the exemption on the improvements.

Staff and consultant time is required to process applications, file annual reports to the state and King County, and to monitor compliance with affordable housing requirements.

Tax Exemption Savings

While assessor's data won't be available until the project is constructed, rough estimates based on other Shoreline MFTE projects suggest that over the 12 years of exemption the owner will save somewhere between \$56,000,000 and \$59,000,000 in City taxes and \$528,000,000 to \$558,000,000 from all taxing districts (about \$4,900,000 per affordable unit).

Public Benefit Calculation

Attachment C to this staff report provides the current income and rent limits for Shoreline. Using the applicant reported market rents, the City estimates the 12-year value of the affordable housing (the public benefit) to be approximately \$6,300,000 or

\$57,000 per affordable unit. (This “rent gap” could turn out to be higher or lower, depending on relative changes between market and affordable rents over time.)

Limited Fiscal Analysis

Although the valuation of the project may not be fully on the City’s tax rolls for 12 years, therefore lowering the amount of new property tax collected, there are other revenue streams that will be generated by the project and the occupants of the units to off-set the costs of providing services to the new residents. These include one-time revenues and on-going revenues, which are highlighted below.

Estimated One-time City Revenues

One-time revenues for this project include the following:

- **Real Estate Excise Tax (REET):** REET is collected when a property is sold. The REET collected by the City on the developer’s purchase of this property is estimated at approximately \$36,000.
- **Sales and Use Tax:** Sales and use tax is collected by the City on construction when a project is developed in Shoreline. The City’s share of sales taxes, which are collected on the total of a project’s hard and soft costs, are estimated at \$945,000 for this project.
- **Impact Fees:** The City currently collects park and transportation impact fees for all new residential units (single-family and multi-family). In total, \$4,440,546 in impact fees were collected for the 550 units of this Project. While impact fees are designed to ensure concurrency with a level of service as a result of the growth in population, they also contribute to prioritized projects of benefit to the whole community.

In total, it is anticipated that this project will pay the City an estimated \$5,421,546 in one-time taxes and fees, not including permit fees. This is outlined in Table 1 below:

Table 1: Estimated One-time City Revenues (108 NE 145th St)

REET on Land Sale	\$36,000
Sales Tax of 1.05% (Construction)	\$945,000
Impact Fees	\$4,440,546
Total	\$5,421,546

On-Going Revenues

On-going revenues for the project include the following:

- **Sales and Use Tax:** As new residents occupy the multi-family units, they buy goods in Shoreline that generate sales tax. On average, staff estimates that each resident of a multi-family unit generates approximately \$166.85 per year of sales taxes in Shoreline.
- **Utility Taxes:** All residents of multi-family housing use a variety of utilities which are subject to utility taxes and franchise fees. This includes water, wastewater, solid waste, electricity, natural gas, cable, telecommunications, and surface water. On average, staff estimates that each resident of a multi-family unit generates approximately \$114.77 per year of utility taxes.

- **State Shared Revenues:** Many of the state shared revenues distributed to the City are based on a per capita basis. Assuming that the average multi-family unit occupancy is two people per unit, each resident of a unit generates approximately \$36.15 per year of state shared revenues.

Table 2 below provides a comparison of estimated on-going annual City revenues from the property prior to the development, the annual revenues during the 12-year property tax exemption period, and the annual revenues following the expiration of the 12-year tax exemption period. This project is under construction on 14 former single family homes. Due to confidentiality laws, tax data pertaining to an individual taxpayer was not available for staff’s analysis of the preexisting use. For a rough estimate, staff determined an equivalent of 56 taxpayers residing on the property could be substituted. As such, the pre-redevelopment City revenues from the property are estimated to have been approximately \$25,800 per year. Despite the tax exemption on the improvements, this total would increase during the 12-year tax exemption period to approximately \$208,600 per year. By staff’s analysis, 97% of those ongoing annual revenues could be attributed to the new residents, not the building developer or owner. Following the expiration of the tax exemption, the addition of the higher assessed value of the new improvements could bring this total to approximately \$606,100 in revenues to the City, 58% of which could be attributed to the new residents.

Table 2: Estimated Annual Revenue – 104 NE 145th St

	Pre-Development	Development and MFTE Program Duration	Post MFTE Program
Assumptions		(Years 1-12)	(Years 12+)
Total Units	14	550	550
MFTE Program-Enrolled Affordable Units	0	110	0
Population	56	1100	1100
Property Tax (Land)	\$8,000	\$8,000	\$8,000
Property Tax (Improvements)	0	0	\$248,600
Sales Tax	\$9,300	\$183,500	\$183,500
Utility Tax	\$6,400	\$126,200	\$126,200
State-Shared Revenue (restricted)	\$2,000	\$39,800	\$39,800
Total (Annual)	\$25,800	\$357,600	\$606,100

RECOMMENDATION

Staff recommends that the City Council approve the MFTE contract with Shoreline TOD Multifamily, LLC for the project located at 108 NE 145th St.

ATTACHMENTS

- Attachment A: Proposed 108 NE 145th St MFTE Contract
- Attachment B: 2022 Property Tax Exemption Program Report
- Attachment C: 2022 Income and Rent Limits

WHEN RECORDED, MAIL TO:

City of Shoreline
ATTN: City Clerk
17500 Midvale Ave N
Shoreline, WA 98133

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S INDEXING FORM

Document Title(s) <i>(or transactions contained therein):</i> MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION CONTRACT
Reference Number(s) of Documents assigned or released: <input type="checkbox"/> Additional reference numbers on page _____ of document.
Grantor(s) <i>(Last name first, then first name and initials):</i> 1. <u>SHORELINE TOD MULTIFAMILY, LLC</u> <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s) <i>(Last name first, then first name and initials):</i> 1. <u>CITY OF SHORELINE, WASHINGTON</u> <input type="checkbox"/> Additional names on page _____ of document.
<input type="checkbox"/> Legal Description <i>(abbreviated form; i.e., lot, block, plat name, section-township-range):</i> See Exhibit A <input checked="" type="checkbox"/> Additional legal on Exhibit "A" of document.
Assessor's Property Tax Parcel Account Number(s): 2881700368

*The Auditor/Recorder will rely on the information provided on the form.
The Recorder's Office staff will not read the document.*



MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION CONTRACT
PROJECT NAME: 108 NE 145th St

This MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION CONTRACT is made this _____ day of _____, 20___, between the City of Shoreline (“City”), a Washington municipal corporation, and Shoreline TOD Multifamily, LLC, a state of California limited liability company (“Owner”).

WHEREAS, the City has an interest in stimulating new construction or rehabilitation of multi-family housing _____ in Residential Targeted Areas in order to reduce development pressure on single-family residential neighborhoods, increase and improve housing opportunities, provide affordable housing opportunities, and encourage development densities supportive of transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Revised Codes of Washington (RCW) Chapter 84.14, designated various areas of the City as Residential Targeted Areas for the provision of a limited property tax exemption for new or rehabilitation multi-family housing; and

WHEREAS, the City has, as set forth in Chapter 3.27 SMC, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the King County Assessor that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the Owner is interested in receiving a limited property tax exemption for constructing five hundred and fifty (550) units of NEW multifamily housing (“Project”) within the 145th St Station Sub-area Residential Targeted Area pursuant to SMC 3.27.030; and

WHEREAS, the Owner submitted to the City a complete application for Property Tax Exemption outlining the proposed Project to be constructed on property located at 108 NE 145th St in Shoreline, Washington (“Property”) and legally described in **Exhibit A** of this Contract; and

WHEREAS, in consideration of the City’s approval of MFTE Application No. PLN21-0073, the Owner accepts certain conditions affecting the use of the Property and the improvements authorized by Building Permit No. MFR22-1505. It is the purpose of this Contract to set forth those conditions and to impose enforceable restrictions on the use and occupancy of the residential portion of the Property; and

WHEREAS, on September 19, 2022, the City Manager for the City of Shoreline determined that the application met all the eligibility and procedural requirements to qualify for a Conditional Certificate of Acceptance of Property Tax Exemption as provided in Chapter 3.27 SMC, except for entering in to and recording this Contract; and

WHEREAS, on _____, the Shoreline City Council authorized the city manager to execute this contract; and

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption;

NOW, THEREFORE, for and in consideration of the mutual promises aforesaid and made and relied upon by the parties hereto, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City mutually agree as follows:

SECTION 1 — DEFINITIONS

Unless otherwise expressly provided herein, the following terms shall have the respective meanings set forth below. If a term is not defined herein, then it shall be defined as provided in Chapter 20.20 SMC or given its usual and customary meaning.

“Affordable Units” means the one hundred and ten (110) units in the Project designated by the Owner and approved by the City, as set forth in **Exhibit B**, and reserved for occupancy by Eligible Households with maximum rents pursuant to Section 3.

“City’s Designee” mean that individual(s) authorized by the City to administer this Contract.

“Completion Date” means the date of the first certificate of occupancy, temporary or final, issued by the City for the Project.

“Compliance Period” means twelve (12) years from the date of initial occupancy of the Affordable Units.

“Dwelling Unit” means a residential living facility, used, intended, or designed to provide physically segregated complete independent living facilities for one or more persons, including living, sleeping, cooking and sanitation facilities.

“Eligible Household” means one or more adults and their dependents who meet the qualifications for eligibility set forth in Section 3.F. or Section 3.I.

“Household Income” means gross annual income from all household members over the age of 18 residing in the household. Gross annual income consists of all wages, benefits (e.g., military, unemployment, welfare), interest, and other such income. Income of dependents over the age of 18 who reside within a household for less than three (3) months of the year will not be counted toward Household Income.

“Household Size” means all of the persons, related or unrelated, occupying an Affordable Unit. For the purpose of calculating maximum Housing Expenses, the following assumptions apply:

Unit Type	Assumed Household Size
Studio	1 Person
Open 1-Bedroom	1.5 Persons
1 Bedroom	1.5 Persons
2 Bedroom	3 Persons
3 Bedroom	4.5 Persons

“Housing Expense” means a tenant’s costs for rent and Utilities or an equivalent Utility Allowance. Expenses that the Owner makes optional, such as pet rent, extra storage space, or parking, are not considered Housing Expenses for the purpose of this Contract.

“Median Income” means the median family income for the *Seattle-Bellevue, WA HUD Metro FMR Area* as most recently published by the Secretary of Housing and Urban Development (HUD), as amended. In the event that HUD no longer publishes median family income figures, the City may estimate the Median Income applicable to the City in such manner as the City shall determine in its sole discretion.

“Property” means the real property, together with improvements, legally described in **Exhibit A**.

“Project” means the Owner’s multi-family residential building containing five hundred and fifty (550) Dwelling Units located at 108 NE 145th St.

“SMC” means the Shoreline Municipal Code, as it now exists or hereinafter amended.

“Utility” or “Utilities” means water, electricity, natural gas, sewer, and garbage collection but not including phone, internet service, or cable or satellite television.

“Utility Allowance” means that portion of Housing Expenses that the City determines, from time to time, is adequate for the reasonable Utility costs of Affordable Units in the event the Owner makes tenants responsible for payment for their own Utilities.

SECTION 2 — THE PROJECT

A. General Description. The Owner will construct the Project for purposes of providing multi-family rental housing, and the Owner shall own, manage, and operate (or cause the management and operation of) the Project. The Owner agrees to construct the Project in compliance with all applicable land use regulations and as approved and permitted by the City. In no event shall such construction provide less than fifty percent (50%) of the space for permanent residential occupancy as required by SMC 3.27.040(A)(2).

B. Completion within 3 years. The Owner agrees to complete construction of the agreed upon improvements within three (3) years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.

C. Conversion from Renter-Occupied to Owner-Occupied. In the event the Property is proposed for conversion to a condominium, owner-occupied, or non-rental residential use during the Compliance Period, the Owner must submit to the City for its review a plan for preserving the Affordable Units. The City may consider options which would convert the Affordable Units to owner-occupancy by Eligible Households and are consistent with the provisions of Chapter 3.27 SMC and SMC 20.40.235. The Owner must receive authorization from the City prior to conversion to condominium, owner-occupied, or non-rental residential use. This section does not waive the Owner’s obligations to comply with any other law or regulations pertaining to conversion to ownership use.

SECTION 3 — AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS

A. Number of Affordable Units. The Project shall include the number and types of Affordable Units as set forth in the table below.

Unit Type (Bedrooms)	Affordable Units	Total Units
Studio	22	106
Open 1-bedroom	32	160
1-bedroom	40	203
2-bedroom	15	74
3-bedroom	1	7
Total	110	550

B. Location. The location of the affordable housing units shall be approved by the City, with the intent that the units are generally mixed with all other market rate housing in the development. Unless otherwise approved by the City, Affordable Units shall not exceed 40% of the dwelling units on any floor of a single building of the Project.

C. Similar Quality Construction. All of the Dwelling Units in the Project shall be constructed of similar quality. The Affordable Unit(s) shall have substantially the same net square footage, equipment, and amenities as other Dwelling Units in the Project with a comparable number of rooms.

D. Designation of Affordable Units. The Owner agrees to designate the Dwelling Units identified in **Exhibit B** as Affordable Units. The Owner, from time to time, may propose to change the specific Dwelling Units designated as Affordable Units herein, in which case the Owner shall notify the City of the proposed change in writing for the City’s approval. The City will review the proposed changes and shall approve or deny the proposed changes based upon the criteria that at all times at least twenty percent (20%) of all of the Dwelling Units in the Project are designated as Affordable Units, and provided that at all times the same unit mix and affordability mix is retained.

E. Maximum Rents for Affordable Units.

1. The Housing Expense of an Affordable Unit shall not exceed thirty percent (30%) of the Income Level relevant for the Unit Type shown in the following table, with adjustments for assumed Household Size.

Unit Type	Income Level - (Percent of Median Income)
Studio or 1 bedroom	70%
2 or more bedrooms	80%

2. An Affordable Unit's contract rent shall not exceed the unit's maximum Housing Expense less a Utility Allowance, if applicable, and any other recurring expenses required by the Owner as a condition of rental.

3. No Affordable Unit's tenant shall have more than one rent increase for the same Unit in any twelve (12)-month period; provided, however, that in the event an Affordable Unit's lease expires and said tenant elects to continue leasing the Affordable Unit on a month-to-month tenancy, and the tenant remains an Eligible Household, the Owner may increase the rent for that Affordable Unit up to once every thirty (30) days but no higher than the maximum contract rent as set forth in this section.

F. Renting Affordable Units to Eligible Households. During the Compliance Period, the Owner shall lease or rent, or make available for lease or rental, to Eligible Households all of the Affordable Units in the Project. If at any time the Owner is unable to rent or lease an Affordable Unit, then the Affordable Unit shall remain vacant pending rental or lease to Eligible Households.

G. Income Qualifications for Eligible Households.

1. To qualify as an Eligible Household for initial occupancy of an Affordable Unit, a household's Household Income may not exceed the applicable Percent of Median Income set forth in the table below, adjusted for the household's Household Size.

Maximum Income at Initial Occupancy Maximum

Bedrooms	Percent of Median Income
Studio or 1 bedroom	70%
2 or more bedrooms	80%

2. At time of recertification, as provided in Section I below, a tenant will remain an Eligible Household as long as said tenant's Household Income does not exceed the Maximum Income for Recertification.

H. Occupancy Limits for Affordable Units. The Owner shall utilize the following occupancy standards for Affordable Units:

Unit Type	Minimum Occupants
Studio or 1 bedroom	1 person
2-bedroom	2 persons
3-bedroom	3 persons
4-bedroom	4 persons

I. Completion of Certificate of Household Eligibility. Prior to allowing any household to occupy any Affordable Unit, the Owner shall require the prospective tenant to complete a Certification of Household Eligibility ("COHE") that shall be substantially in the form set forth in **Exhibit C**. The

Owner shall also undertake a good faith effort to verify the prospective tenant’s Household Income, as reported on the completed COHE. The Owner’s obligation to verify the reported Household Income shall be limited to requesting copies of and reviewing the prospective tenant’s federal income tax returns, unless the Owner has actual knowledge, or reason to believe, that the information provided by the prospective tenant is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records that the City may consider appropriate.

J. Household Eligibility Recertification. At each renewal of a lease for an Affordable Unit, the Owner shall require all tenants occupying Affordable Units to complete and return to the Owner an updated COHE. The Owner shall undertake a good faith effort to verify the reported Household Income as set forth in Section 3(H). If a tenant’s Household Income exceeds the Maximum Income for Recertification set forth below when the tenant’s lease expires, then within ninety (90) calendar days either (a) the Owner may charge said tenant the current, applicable market rent for the Dwelling Unit and the Owner must designate and rent the next available comparable market rate Dwelling Unit as an Affordable Unit, or (b) the tenant must vacate the Dwelling Unit, unless otherwise prohibited by law, so as to make it available for an Eligible Household.

Maximum Household Income for Recertification

Bedrooms	Percent of King County Median Income
Studio or 1 bedroom	90%
2 or more bedrooms	100%

K. Equal Access to Common Facilities. Tenants of the Affordable Units shall have equal access to all amenities and facilities of the Project, such as parking, fitness centers, community rooms, and swimming pools. If a fee is charged for the use of an amenity or facility, then all tenants in the Project must be charged equally for such use. If the City prohibits a fee for certain amenities or facilities included in the Project, such as parking, the Owner shall include such amenities or facilities in the rent price of an Affordable Unit. Parking is not guaranteed for all units and will be provided on a first-come, first-served basis.

SECTION 4 – MULTI-FAMILY LIMITED PROPERTY TAX EXEMPTION

A. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption (“Conditional Certificate”) once this Contract is approved by the City Council, fully executed, and recorded with the King County Recorder’s Office. The Conditional Certificate shall expire three (3) years from the date the City Manager approved the Owner’s application for tax exemption, unless extended by the City Manager as provided in SMC 3.27.060(B).

B. The Owner shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, file with the City Manager an application for Final Certificate of Tax Exemption (“Final Certificate”) with the information and fees required by SMC 3.27.070. Required information includes:

1. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire Property;
2. A description of the completed work and a statement of qualification for the exemption;
3. A statement that the work was completed within the required three-year period or any authorized extension; and
4. A statement that the Project meets affordable housing requirements of Chapter 3.27 SMC.

C. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Contract and on the Owner's filing of the materials described in Section B above, to file a Final Certificate with the King County Assessor within forty (40) days of application.

D. The Owner agrees, by December 15 of the year in which the City issued a Final Certificate for the Project, to provide the City information sufficient to complete the City's report to the Washington State Department of Commerce as set forth in SMC 3.27.090(D).

E. If the Owner converts any of the new or rehabilitated multi-family housing units constructed under this Contract into another use, the Owner shall notify the King County Assessor and the City Manager within sixty (60) days of such change in use.

F. Owner agrees that the Contract is subject to the Shoreline Multi-Family Housing Tax Exemption set forth in Chapter SMC 3.27.

SECTION 5 — ENFORCEMENT

A. Enforcement Provisions. The Owner shall exercise reasonable diligence to comply with the requirements of this Contract and shall correct any such noncompliance within sixty calendar days after such noncompliance is first discovered by the Owner, or would have been discovered by the exercise of reasonable diligence, or within 60 calendar days after the Owner receives notice of such noncompliance from the City, whichever is earliest; provided however, that such period for correction may be extended by the City if the Owner is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Owner shall be in default and the City on its own behalf may take any one or more of the following actions:

1. By any suit, action or proceeding at law or in equity, require the Owner to perform its obligations under this Contract, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder; it being recognized that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of the Owner's default;

2. Have access to, and inspect, examine and make copies of, all of the books and records of the Owner pertaining to the Project. Provided, however, the City shall not divulge such information to any third party unless required by law or unless the same is necessary to enforce the City's rights hereunder; and

3. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and agreements of the Owner under this Contract.

SECTION 6 – CANCELLATION OF TAX EXEMPTION

A. The City reserves the right to cancel the Final Certificate should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Contract, Chapter 3.27 SMC, or for any reason that the Project or that portion of the Property on which the Project is constructed no longer qualifies for the tax exemption.

B. Upon determining that a tax exemption is to be canceled, the City Manager shall notify the Owner by certified mail, return receipt request. The Owner may appeal the determination in accordance with SMC 3.27.100.

C. The Owner acknowledges that, in the event the City cancels the tax exemption, state law requires that an additional real property tax is to be imposed in the amount of (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of 20% of the difference calculated under Section (1) of this Paragraph C; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and Chapter 3.27 SMC. The Owner acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on that portion of the Property on which the Project is constructed and attached at the time the portion of the Property is removed from multi-family use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Property may become charged or liable. The Owner further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

SECTION 7 — REPORTING REQUIREMENTS

A. Notice of Occupancy Permit. The Owner shall notify the City's Designee of receipt of the first occupancy permit for the Project within thirty (30) calendar days of the permit's issuance.

B. Initial Project Certification. After the Completion Date and until ninety percent (90%) of all rental units in the Project are occupied, the Owner shall file with the City a Project Certification report, substantially in the form of **Exhibit D**, attached with copies of the COHE required under Section 3 of this Contract.

C. Annual Project Certification. The Owner shall file with the City Manager, within thirty (30) days following the first anniversary of the City's filing of the Final Certificate and each year thereafter for the duration of the property tax exemption, a report substantially in the form of **Exhibit D**, attached with copies of the COHE and which includes information required by SMC 3.27.090, which includes:

1. A statement of occupancy and vacancy of the newly constructed or rehabilitated Project during the past twelve (12) months ending with the anniversary date;

2. A certification by the Owner that the Project has not changed use since the date the City approved the Final Certificate and that Project conforms with affordable housing requirements of Chapter 3.27 SMC; and

3. A description of any subsequent changes or improvements constructed after issuance of the Final Certificate.

D. Maintain Complete Records. The Owner shall maintain complete and accurate records pertaining to the Affordable Units and shall, during regular business hours, permit any duly authorized representative of the City, including, without limitation, the City's Designee, to inspect the books and records of the Owner pertaining to the Affordable Units, including the Initial and Annual Project Certifications, and if applicable, income documentation of households residing in Affordable Units in the Project. The Owner's failure to maintain such records or failure to allow inspection by the City or any duly authorized representative shall constitute a material default hereunder. The Owner shall retain all records pertaining to the Affordable Units for at least six (6) years.

E. Form of Certification. Notwithstanding anything in this Section to the contrary, the Owner shall submit all documentation required by this Section on the forms designated herein, which may be modified by the City from time to time. Changes to forms by the City shall not increase the Owner's obligations hereunder.

SECTION 8 — SUBSIDIZED TENANTS

The Owner shall accept as tenants for Affordable Units, on the same basis as all other prospective households, households who receive state or federal rent subsidies, such as Housing Choice Vouchers under Section 8 of the United States Housing Act of 1937, or other rent subsidies. The Owner shall not apply, or permit the application of, management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of any Dwelling Units by rent subsidy recipients.

SECTION 9 — LEASE PROVISIONS

A. It is the Owner's responsibility to screen and select tenants for desirability and credit worthiness. Except as restricted in this Contract and under state and federal law, such selection is within the Owner's discretion. If written management policies exist, or exist in the future, with respect to the Project, the City may review such written policies and may require changes in such policies, if necessary, so that the policies comply with the requirements of this Contract.

B. All leases for Eligible Households shall contain clauses wherein each individual lessee: (1) certifies the accuracy of the statements made in the COHE, (2) agrees that the Household Income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, and (3) agrees that misrepresentation in the COHE is a material breach of the lease, entitling the Owner to immediately terminate tenant's lease for the Affordable Unit.

SECTION 10 — SALE OR TRANSFER OF THE PROJECT

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof without first providing a written statement executed by the purchaser that the purchaser understands the Owner's duties and obligations under this Contract and will enter into a contract with the City for the continuation of those obligations. Such notice must be received by the City at least ten (10) working days prior to the close of escrow.

SECTION 11 — TERM

This Contract shall become effective upon its execution and shall continue in full force and effect throughout the Compliance Period, unless sooner modified or terminated by the City or property owner consistent with SMC 3.27.100, as adopted on the date of execution of this Contract.

SECTION 12 — NO DISCRIMINATION

The Owner shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, citizenship or immigration status, honorably discharged veteran or military status, or presence of any sensory, mental, or physical handicap as set forth in RCW 49.60.030, as now existing and as may be amended, in the lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

SECTION 13 — COVENANTS RUN WITH LAND

A. The City and Owner hereby declare their understanding and intent that the covenants, conditions and restrictions set forth herein directly benefit the land: (1) by enhancing and increasing the enjoyment and use of the Project by certain Eligible Households, and (2) by furthering the public purposes of providing housing for Eligible Households.

B. The City and the Owner hereby declare that the covenants and conditions contained herein shall bind the Owner and all subsequent owners of the Project or any interest therein, and the benefits shall inure to the City, all for the Compliance Period. Except as provided in Section 12 of this Contract, each and every contract, deed or other instrument hereafter executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Contract, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

C. Hold Harmless. The Owner shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers and its Designee and any other party authorized hereunder to enforce the terms of this Contract, harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from this Contract. This provision shall survive termination or expiration of this Contract.

D. No Third-Party Beneficiaries. The provisions of this Contract and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Owner and the City only and, are not for the benefit of any third party (including, without limitation, any tenants or tenant organizations), and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered in connection herewith.

E. Binding Provisions. The provisions, covenants, and conditions contained in this Contract are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries and are intended to run with the land.

SECTION 14 — FORECLOSURE

In the case of any foreclosure, the immediate successor in interest in the Property pursuant to the foreclosure shall assume such interest subject to the lease(s) between the prior Owner and the tenant(s) and to this Contract for Affordable Units. This provision does not affect any state or local law that provides longer time periods or other additional protections for tenants.

SECTION 15 — ESTOPPEL CERTIFICATE

The City agrees, upon the request of the Owner or its successor in interest, to promptly execute and deliver to the Owner or its successor in interest or to any potential or actual purchaser, mortgagee, or encumbrancer of the Project, a written certificate stating, if such is true, that the City has no knowledge of any violation or default by the Owner of any of the covenants or conditions of this Contract, or if there are such violations or defaults, the nature of the same.

SECTION 16 — AGREEMENT TO RECORD

The Owner shall cause this Contract to be recorded in the real property records of King County, Washington. The Owner shall pay all fees and charges incurred in connection with such recording and shall provide the City with a copy of the recorded document.

SECTION 17 — RELIANCE

The City and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by City and the Owner. The City assures the Owner that during the duration of this Agreement, any amendments or modifications to 3.27.020.A Affordable Housing or 3.27.040 Eligibility shall not apply unless required by federal or state law. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner and Eligible Households, and upon audits of the books and records of the Owner pertaining to occupancy of the

Project. In performing its duties hereunder, the Owner may rely on the Certificates of Household Eligibility unless the Owner has actual knowledge or reason to believe that such Certificates are inaccurate.

SECTION 18 — GOVERNING LAW

This Contract shall be governed by the laws of the State of Washington, except to the extent such laws conflict with the laws of the United States or the regulations of federally insured depository institutions or would restrict activities otherwise permitted in relation to the operation of federally insured depository institutions. Venue for any legal actions shall be in King County Superior Court or, if pertaining to federal laws, the U.S. District Court for Western Washington.

SECTION 19 — NO CONFLICT WITH OTHER DOCUMENTS

The Owner warrants that it has not executed and will not execute, any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Contract are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

SECTION 20 — AMENDMENTS

This Contract shall be amended only by a written instrument executed by the parties hereto or their respective successors in interest, and duly recorded in the real property records of King County, Washington. Amendments to **Exhibit B** shall be considered approved in writing when the **Revised Exhibit B** is signed by the Owner and the City without the need for a further written document attaching the revised exhibit and striking prior versions of the exhibit. In the event of conflict between versions of **Exhibits B**, the version maintained by the City as the then-current version, signed by Owner and City, shall prevail.

SECTION 21 — NOTICE

A. Any notice or communication hereunder, except legal service of process, shall be in writing and may be given by registered or certified mail. The notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed with postage prepaid. If given otherwise, it shall be deemed to be given when delivered to and received by the party to whom addressed. Such notices and communications shall be given to the Parties' representatives hereto at their following addresses:

If to the City: City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133 Attn:
City Manager

If to the Owner: Shea Properties
Attn: Greg Anderson
130 Vantis Dr
Suite 200
Aliso Viejo, CA 92656

Shea Properties
Attn: Julia Guizan
130 Vantis Dr
Suite 200
Aliso Viejo, CA 92656

Caincross & Hempelmann
Attn: Don Marcy
524 Second Ave
Suite 500
Seattle, WA 98104

B. Any party may change its identified representative and address for notices upon ten (10) calendar days prior written notice to the other parties. Legal counsel for a party may deliver notices on behalf of the represented party and such notice shall be deemed delivered by such party.

SECTION 22 — SEVERABILITY

If any provision of this Contract shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 23 — CONSTRUCTION

Unless the context clearly requires otherwise, words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Contract and to sustain the validity hereof.

SECTION 24 — TITLES AND HEADINGS

The titles and headings of the sections of this Contract have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in the construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

SECTION 25 – COUNTERPART ORIGINALS

This Contract may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original contract, and all of which shall constitute one contract. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

SECTION 26 – AUTHORITY TO EXECUTE

Each person executing this Contract on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Contract on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Contract and to undertake the actions contemplated herein and that this Contract is enforceable in accordance with its terms.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Owner and City have each executed the Multi-Family Housing Limited Property Tax Exemption Contract on the Date first above written.

SHORELINE TOD MULTIFAMILY, LLC,
a California limited liability company

City of Shoreline

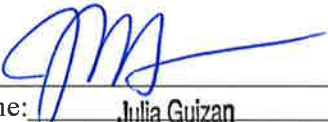
By: Shea Properties Management
Company, Inc.,
a Delaware corporation,
its manager

By: _____
Name: _____
Its: City Manager
Date: _____

By: 
Name: Greg Anderson
Title: Assistant Secretary

Approved as to Form:

Office of the City Attorney

By: 
Name: Julia Guizan
Title: Vice President

By: _____
Title: _____

NOTARIZATIONS ON FOLLOWING TWO PAGES

SAVED
ATTACHED

OWNER:

State of Washington)
) ss
County of King)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of _____, who executed the foregoing document on behalf of said entity, and acknowledged the said document to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this _day of ____, 20__.

Notary Public in and for the State of Washington.

Print Name _____
Residing at _____
My commission expires _____

OWNER:

State of Washington)
) ss
County of King)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of _____, who executed the foregoing document on behalf of said entity, and acknowledged the said document to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this _day of ____, 20__.

Notary Public in and for the State of Washington.

Print Name _____
Residing at _____
My commission expires _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

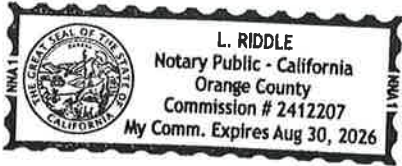
State of California)
County of Orange)

On 11/7/2022, before me, L. Riddle, a Notary Public, personally appeared Greg Anderson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature L. Riddle



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

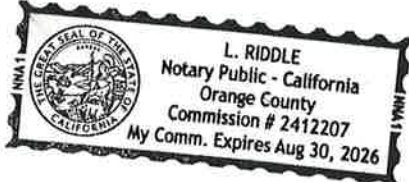
State of California)
County of Orange)

On 11/7/2022, before me, L. Riddle, a Notary Public, personally appeared Julia Guizan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature L. Riddle



CITY OF SHORELINE:

State of Washington)
) ss
County of King)

On this _____ day of _____, 20 _____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of the CITY OF SHORELINE, who executed the foregoing document on behalf of said City, and acknowledged the said document to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this _day of, 20__.

Notary Public in and for the State of Washington.

Print Name _____
Residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

LOTS 16 THROUGH 20, OF LORRAINE'S ADDITION, AS PER PLAT RECORDED IN VOLUME 46 OF PLATS, PAGE 63, AND AS MODIFIED BY SHORELINE PLAT AMENDMENT #PLN 21-0062, RECORDING NUMBER 202110810000971, RECORDS OF KING COUNTY AUDITOR;

LOT 8, BLOCK 3, OF GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 72, RECORDS OF KING COUNTY AUDITOR;

EXCEPT THE EAST 330 FEET THEREOF;

EXCEPT THE SOUTH 10 FEET FOR NORTHEAST 145TH STREET;

EXCEPT THE WEST 10 FEET CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 3832927;

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 5848121.

SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., CITY OF SHORELINE, KING COUNTY, WASHINGTON.

EXHIBIT B



DESIGNATION OF AFFORDABLE UNITS
City of Shoreline Affordable Housing Program

Unit Number	Unit Type	Unit Size (sq ft)
100	Open 1-bedroom	550
200	Open 1-bedroom	671
214	Open 1-bedroom	671
215	Studio	498
216	2-bedroom	1117
217	1-bedroom	693
218	Studio	498
220	1-bedroom	752
222	2-bedroom	1082
224	1-bedroom	637
225	1-bedroom	637
226	Studio	549
306	Open 1-bedroom	592
310	Open 1-bedroom	592
316	2-bedroom	1057
318	Studio	498
319	Studio	498
320	1-bedroom	749
322	2-bedroom	1082
326	Open 1-bedroom	644
329	Open 1-bedroom	592
352	2-bedroom	886
354	1-bedroom	728
357	Open 1-bedroom	592
370	Studio	523
371	1-bedroom	613
372	Studio	448
376	Studio	702
378	1-bedroom	668
380	Studio	498
383	1-bedroom	627
401	Studio	555
404	Open 1-bedroom	592
408	Open 1-bedroom	592
412	Open 1-bedroom	592
414	Studio	498
415	Open 1-bedroom	592

EXHIBIT B



**DESIGNATION OF AFFORDABLE UNITS
City of Shoreline Affordable Housing Program**

Unit Number	Unit Type	Unit Size (sq ft)
417	1-bedroom	653
418	Studio	498
419	Studio	498
420	1-bedroom	749
422	2-bedroom	1082
424	Studio	498
428	3-bedroom	1286
430	1-bedroom	733
431	Open 1-bedroom	617
435	2-bedroom	1017
437	1-bedroom	713
452	2-bedroom	886
457	Open 1-bedroom	592
460	Open 1-bedroom	671
461	Open 1-bedroom	586
462	Open 1-bedroom	671
465	Open 1-bedroom	585
467	Studio	530
472	1-bedroom	710
474	1-bedroom	715
478	1-bedroom	737
479	2-bedroom	1013
481	1-bedroom	713
502	Open 1-bedroom	592
503	1-bedroom	749
506	Open 1-bedroom	592
510	Open 1-bedroom	592
513	1-bedroom	615
517	1-bedroom	653
519	Studio	498
520	1-bedroom	749
523	1-bedroom	749
526	Open 1-bedroom	592
530	1-bedroom	749
538	1-bedroom	749
539	Open 1-bedroom	592
546	Studio	498
552	2-bedroom	886

EXHIBIT B



**DESIGNATION OF AFFORDABLE UNITS
City of Shoreline Affordable Housing Program**

Unit Number	Unit Type	Unit Size (sq ft)
558	Studio	498
561	Open 1-bedroom	592
563	Open 1-bedroom	592
564	Open 1-bedroom	592
565	Open 1-bedroom	592
569	Open 1-bedroom	592
571	1-bedroom	626
573	1-bedroom	749
574	1-bedroom	749
576	1-bedroom	749
579	2-bedroom	1042
581	1-bedroom	749
582	1-bedroom	749
613	1-bedroom	615
617	1-bedroom	653
618	Studio	498
620	1-bedroom	749
626	Open 1-bedroom	592
652	2-bedroom	886
666	Open 1-bedroom	592
671	1-bedroom	626
673	1-bedroom	749
679	2-bedroom	1042
719	Studio	498
729	Open 1-bedroom	592
752	2-bedroom	886
771	1-bedroom	626
825	1-bedroom	749
826	1-bedroom	860
835	2-bdroom	1082
858	Studio	498
869	Open 1-bedroom	592
871	1-bedroom	626
958	Studio	498
971	1-bedroom	626
	7h-31	

EXHIBIT C



**CERTIFICATION OF HOUSEHOLD ELIGIBILITY
City of Shoreline Affordable Housing Program**

I/We _____, as applicants for rental of the following Affordable Unit, do hereby represent and warrant that my/our adjusted annual income is \$ _____.

Property: _____ Property Address: _____
Unit # _____ No. of Bedrooms: _____ Household size:¹ _____ Disabled: Yes _____ No _____

The attached computation includes all income I/we received for the date I/we execute a rental agreement for an affordable unit, or the date on which I/we will initially occupy such unit, whichever is earlier.

This affidavit is made with the knowledge that it will be relied upon by the City to determine maximum income for eligibility. I/We warrant that all information set forth in this Certification of Household Eligibility is true, correct and complete based upon information I/We deem reliable, and that the estimate contained in the preceding paragraph is reasonable and based upon such investigation as the undersigned deemed necessary. I/we will assist the Owner in obtaining any information or documents required to verify the statements made in this Certification.

I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of this unit by institution of an action for eviction or other appropriate proceedings.

Name	Age	Name	Age
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

¹ The number of people who will reside with you at least four (4) months of the year.

EXHIBIT C



CERTIFICATION OF HOUSEHOLD ELIGIBILITY

INCOME COMPUTATION

"Household income" includes all items listed below, from all household members over the age of 18. Income of dependents over 18, who reside in the unit for less than four (4) months of the year will not be counted toward household income.

For the previous 12-month period, indicate income received from the following sources:

- a) The full amount, before any payroll deductions, of wages, salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services, and payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay and any earned income tax credit to the extent that it exceeds tax liability. \$ _____
 - b) Net income from operations of a business or profession or net income of any kind from real or personal property. \$ _____
 - c) Interest and dividends; \$ _____
 - d) The full amount of periodic payments received from Social Security, pensions, retirement funds, annuities, insurance policies, disability or death benefits, alimony, child support, or any similar type of periodical payments, and any regular contributions or gifts from persons not residing in the unit. \$ _____
 - e) Public assistance payments. \$ _____
 - f) Regular and special allowances and pay of a member of the Armed Forces who is a spouse or head of the family. \$ _____
- TOTAL \$ _____

(NOTE: The following are not considered income: occasional, infrequent gifts of money; one-time payments from insurance policies or an inheritance settlement; scholarships or student loans for tuition, fees or books; foster child care payments; the value of Food Stamp coupons; hazardous duty pay to a member of the Armed Forces; relocation payments; assistance received under the Low-Income Home Energy Assistance Program or any similar program).

EXHIBIT D



ANNUAL PROJECT CERTIFICATION FORM
City of Shoreline Affordable Housing Program

REPORTING PERIOD: _____ through _____.

Project: _____ # of Required Affordable Units _____

Address: _____

The undersigned hereby certifies that during the past 12 months the Affordable Units required in the Declaration of Affordable Housing Covenants were utilized in the following manner (please enter the number of each type utilized):

- _____ Affordable Units in the Project were rented to new tenants (eligible households).
- _____ Affordable Units in the Project were re-rented (leases renewed) to tenants whose income for remained qualified under the limit for initial occupancy.
- _____ Affordable Units in the Project were re-rented to tenants who exceeded the qualifying income for initial occupancy but remained qualified under the income limit for recertification.
- _____ Affordable Units in the Project were rented to tenants who, at time of recertification, exceeded the qualifying income and either moved to a market-rate unit in the Project or moved out of the Project.
- _____ Affordable Units in the Project were rented to tenants who, at time of recertification, exceeded the qualifying income and remained in the unit, causing the affordability to be re-designated to a different unit in the Project.

The above information and that on the attached sheet(s) has been verified as required by the Declaration of Affordable Housing Covenants between the City of Shoreline and:

Owner (Company) Name: _____

Name of Owner or Owner's Representative Print Name

Date: _____, 20____

EXHIBIT D



ANNUAL PROJECT CERTIFICATION FORM

PROJECT NAME _____

REPORTING PERIOD: _____ through _____.

Contract rent included the following (please answer "yes" or "no"):

Electricity and/or Natural Gas	Yes	No
Water and/or Sewer	Yes	No
Garbage and/or Recycling	Yes	No

Other expenses tenants are required to pay in addition to contract rent: Renter's insurance? _____

King County Sewer Capacity Charge? _____

Other (specify)? _____

Other (specify)? _____

Please attach a copy of the property's standard residential lease agreement.

EXHIBIT D



ANNUAL PROJECT CERTIFICATION FORM

PROJECT NAME _____ REPORTING PERIOD _____ to _____

Complete the following table for all households occupying Affordable Units in the Project

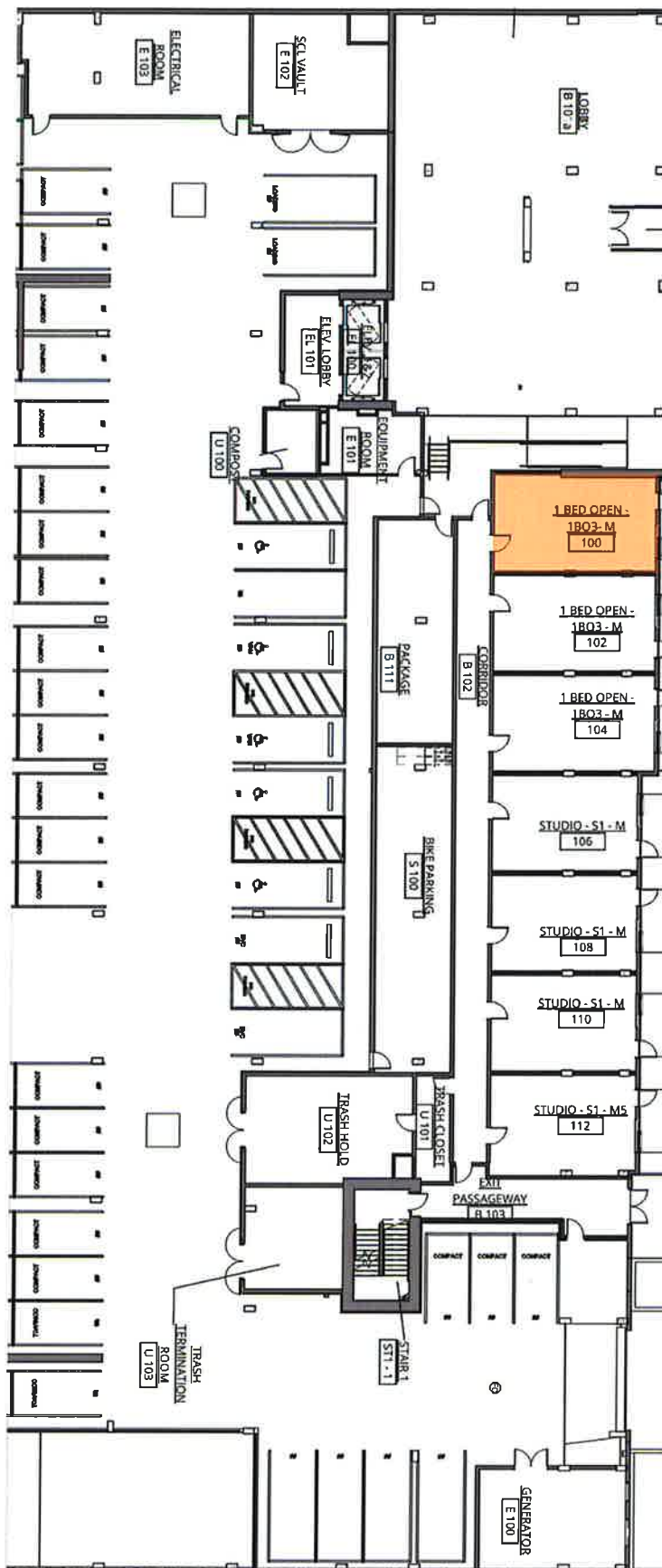
Unit #	Tenant's Family Name	Household Size	Move-in Date	Current Lease Begin Date	Current Household Income	Unit Type (BRs)	Affordability Level	Contract Rent

Be sure to include all affordable units. Enter "vacant" under Tenant's Family Name for unoccupied units. Please attach copies of the current Certificate of Household Eligibility for each Affordable Housing tenant.

Attachment A

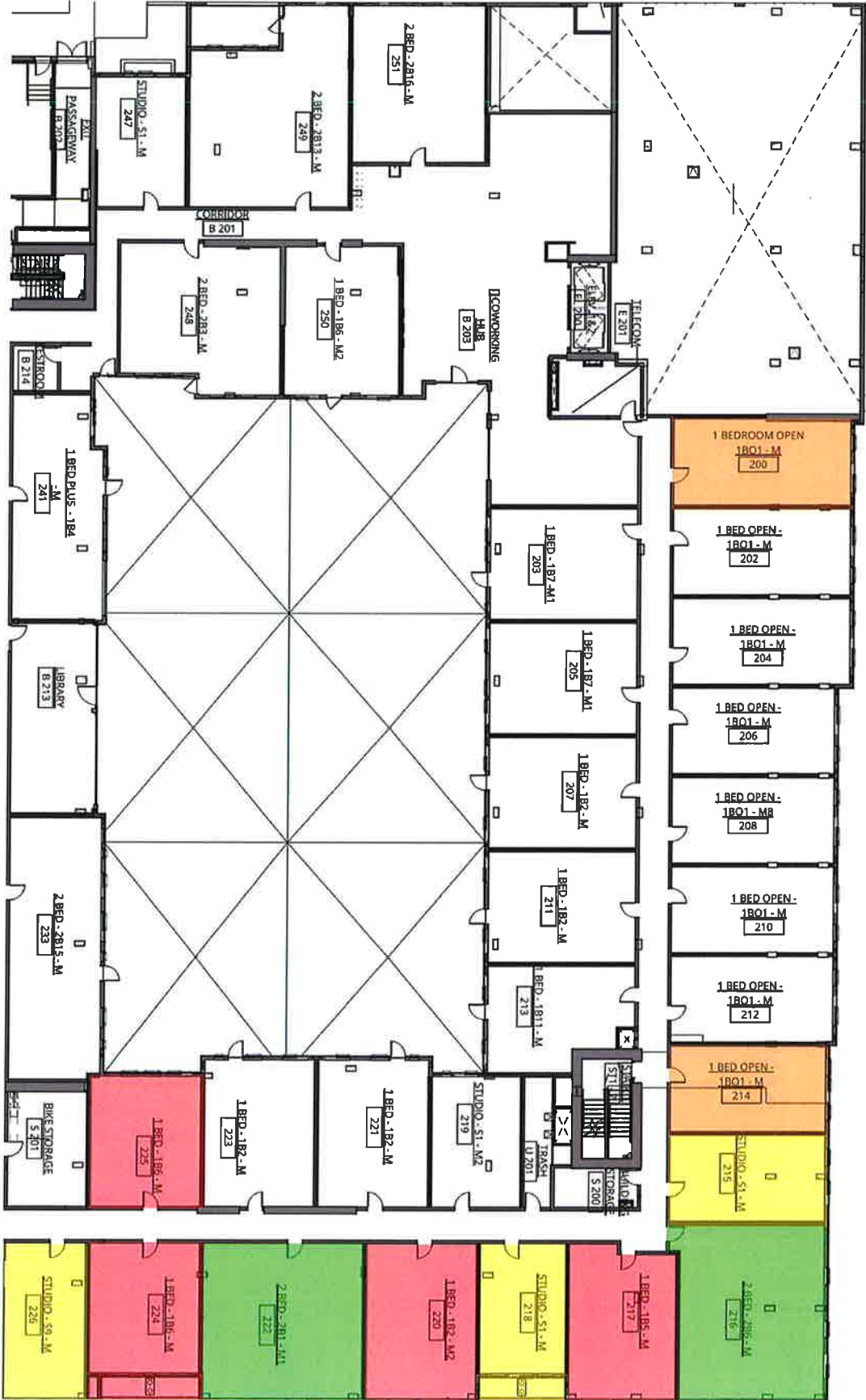
The highlighted units indicate affordable units. Units marked by color below:

- Studio – Yellow
- 1 Open Bedroom – Orange
- 1 Bedroom – Red
- 2 Bedroom – Green
- 3 Bedroom – Blue

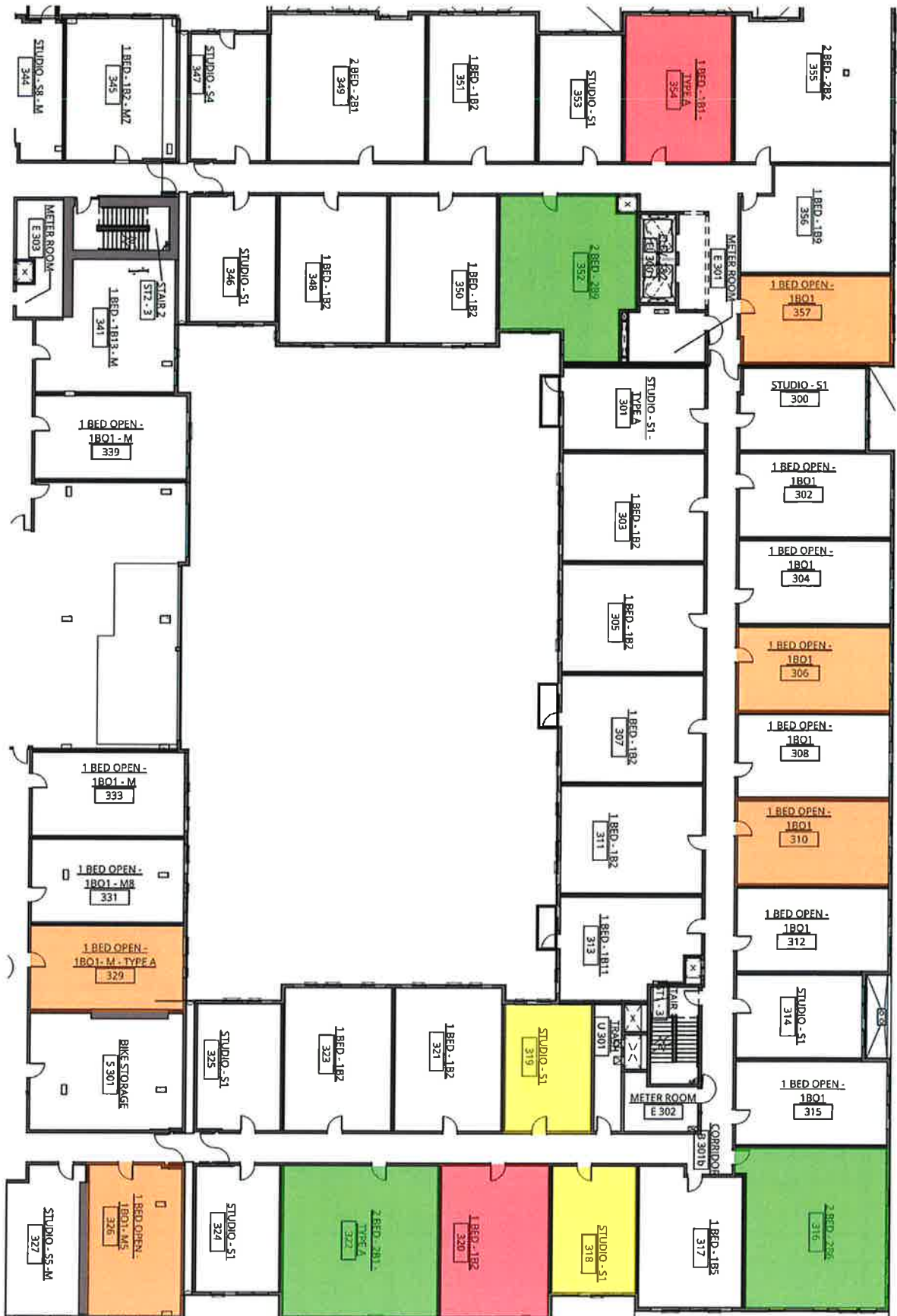


Level 1

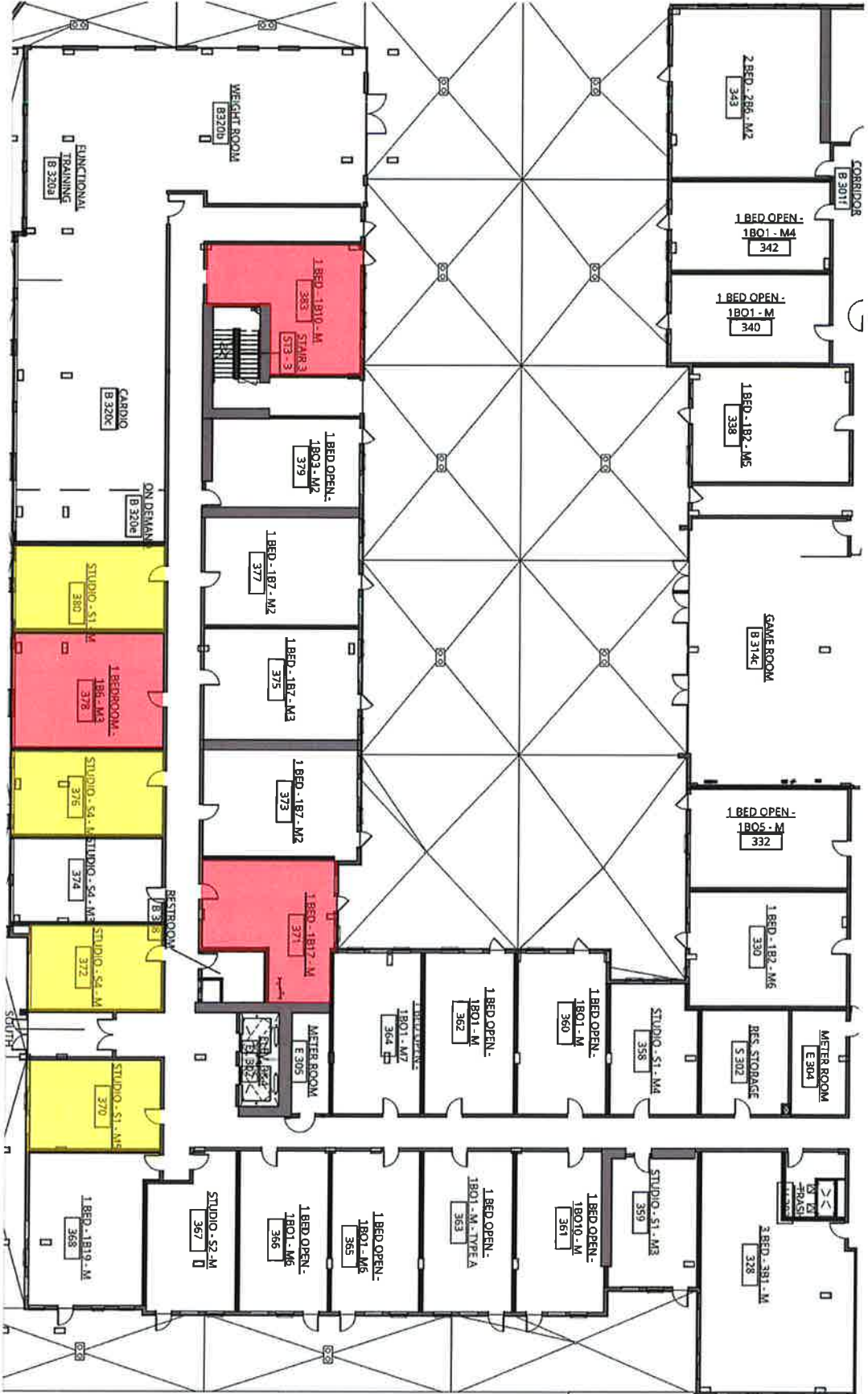
Level 2



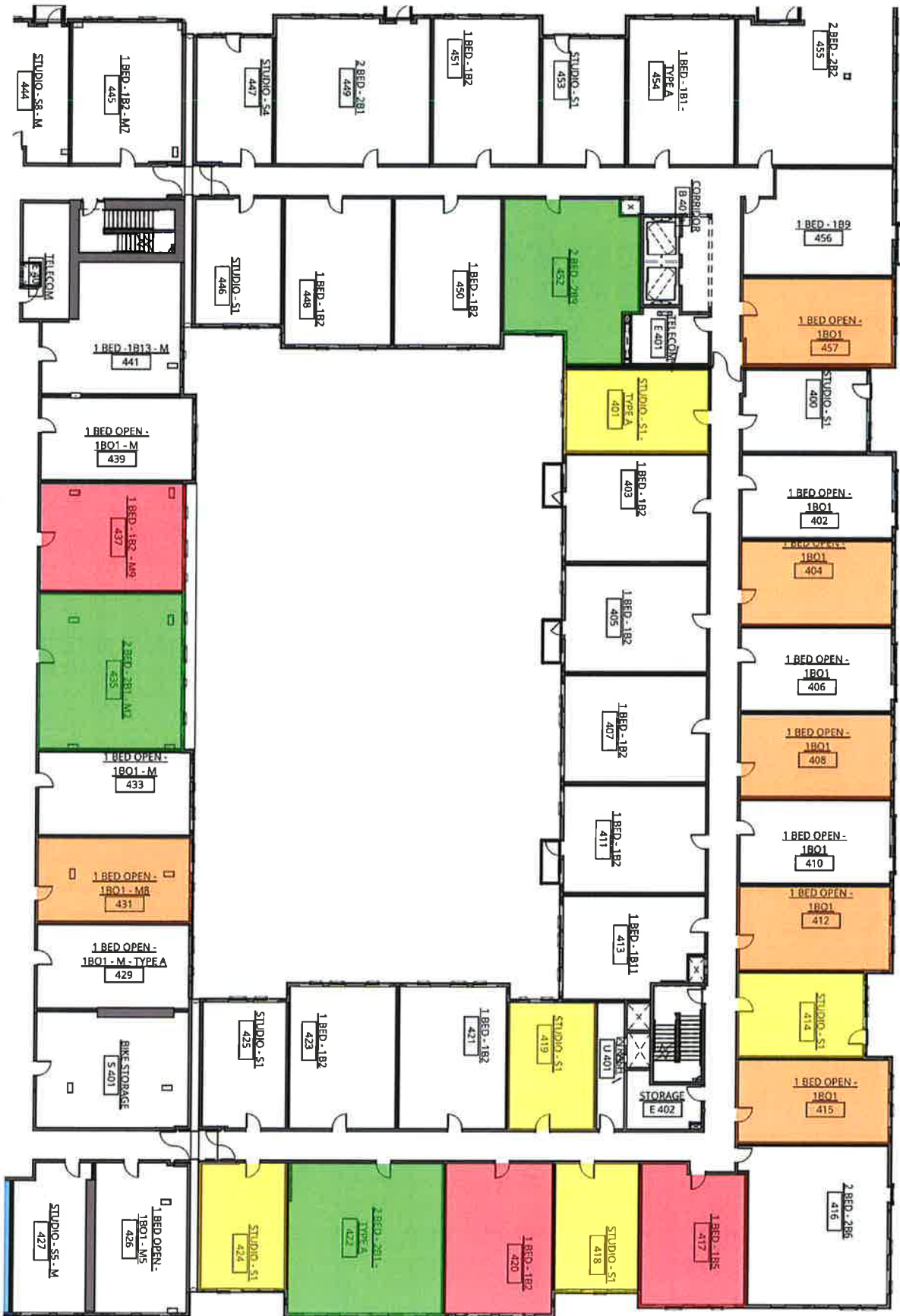
Level 3 (First Half)

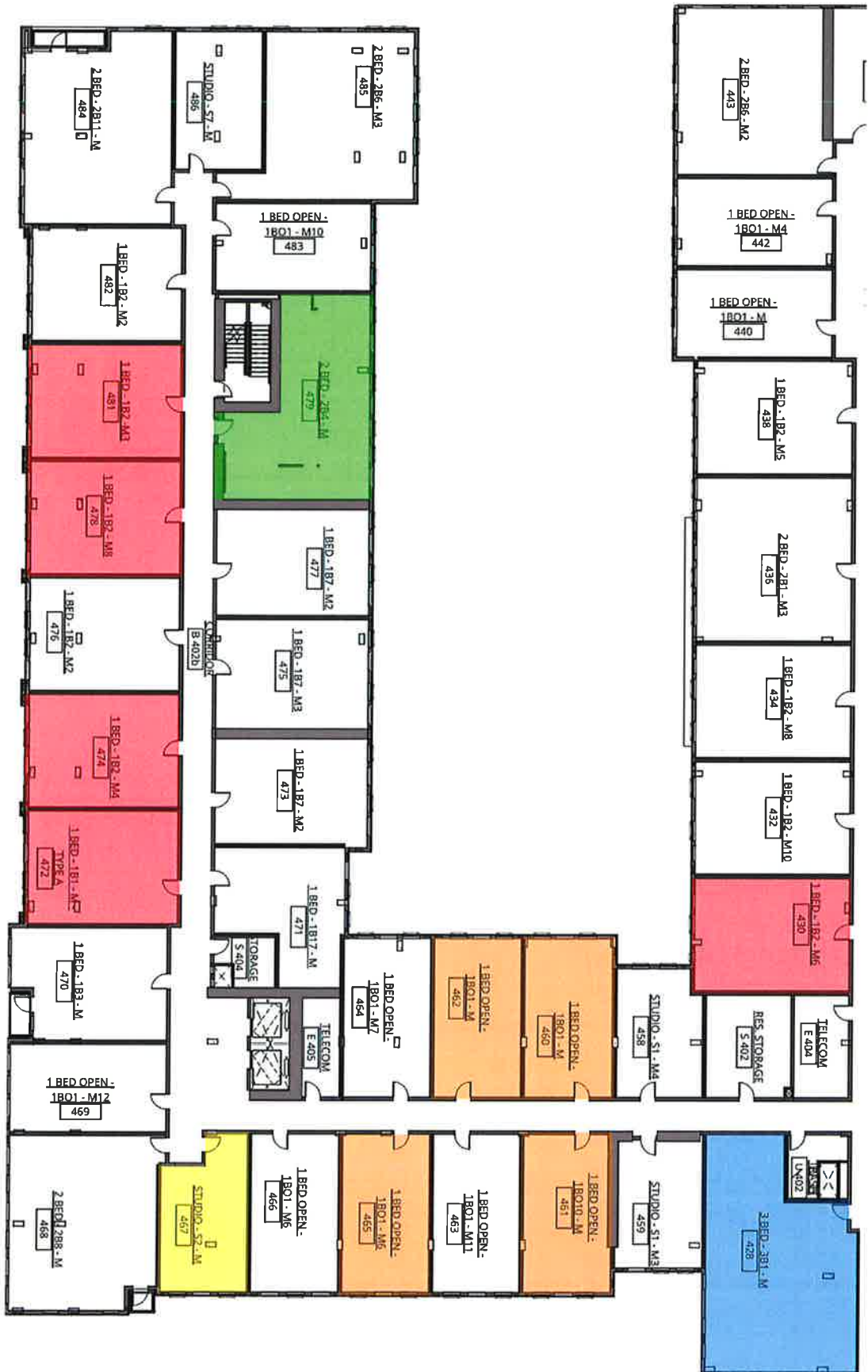


Level 3 (Second Half)



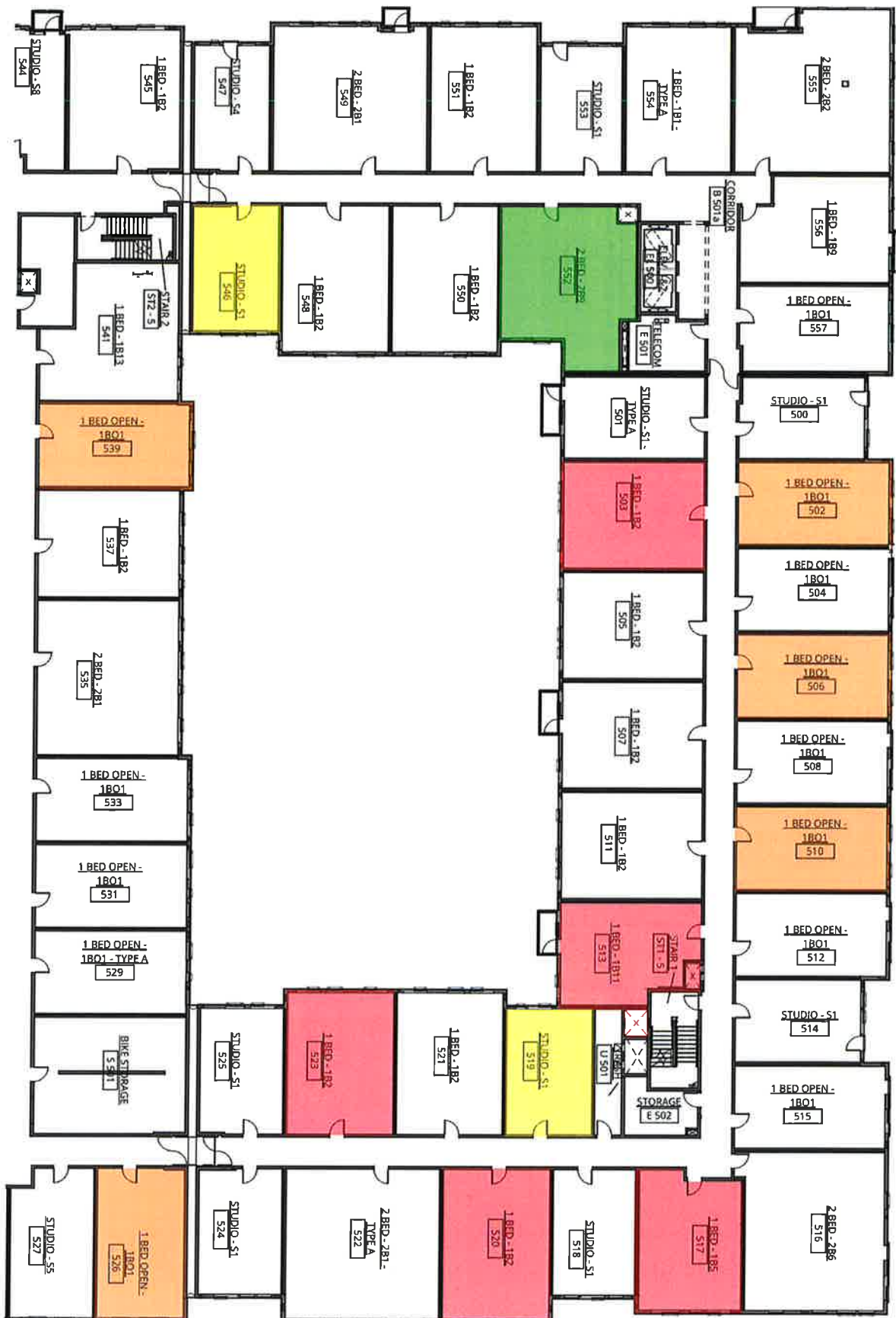
Level 4 (First Half)



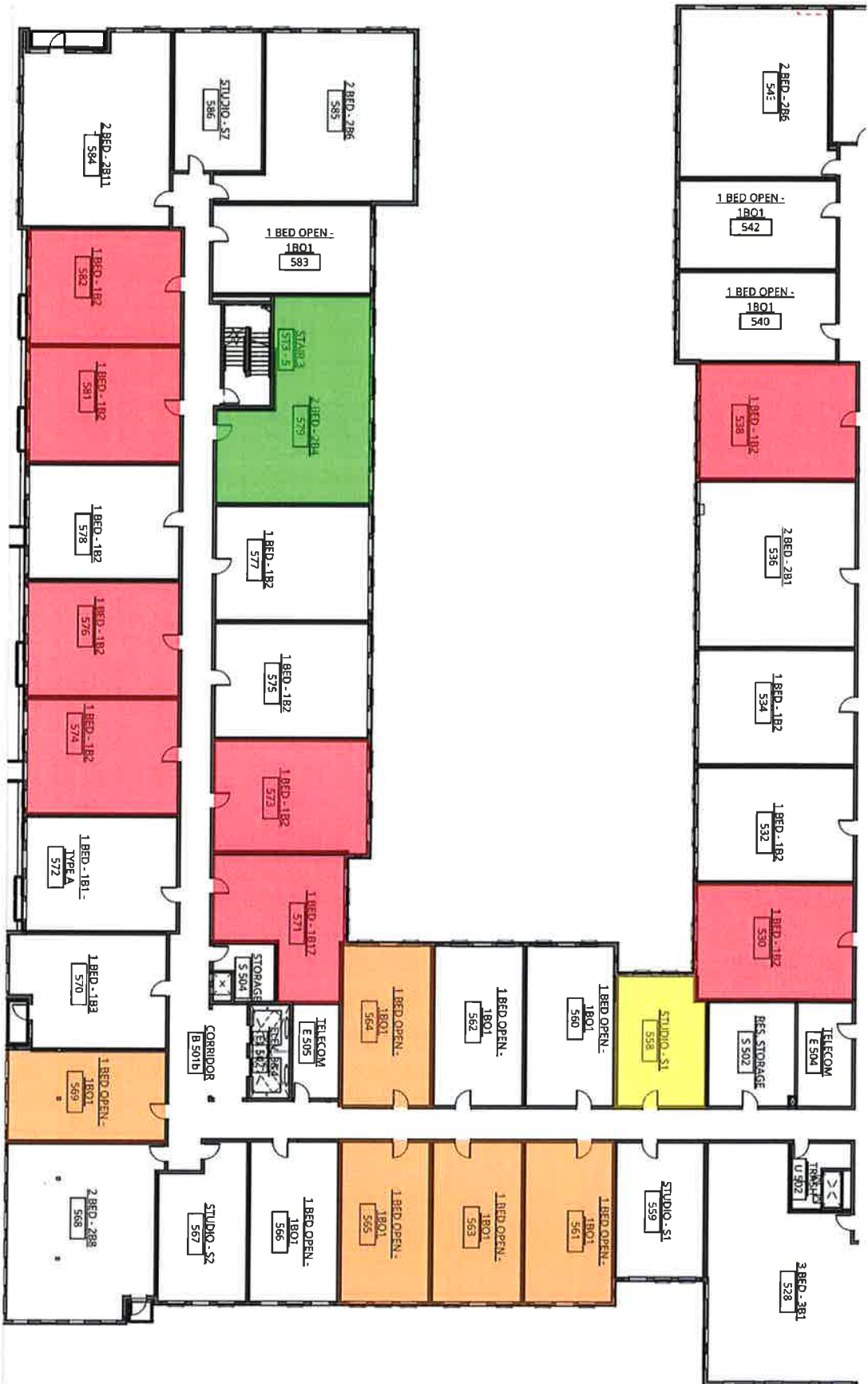


Level 4 (Second Half)

Level 5 (First Half)

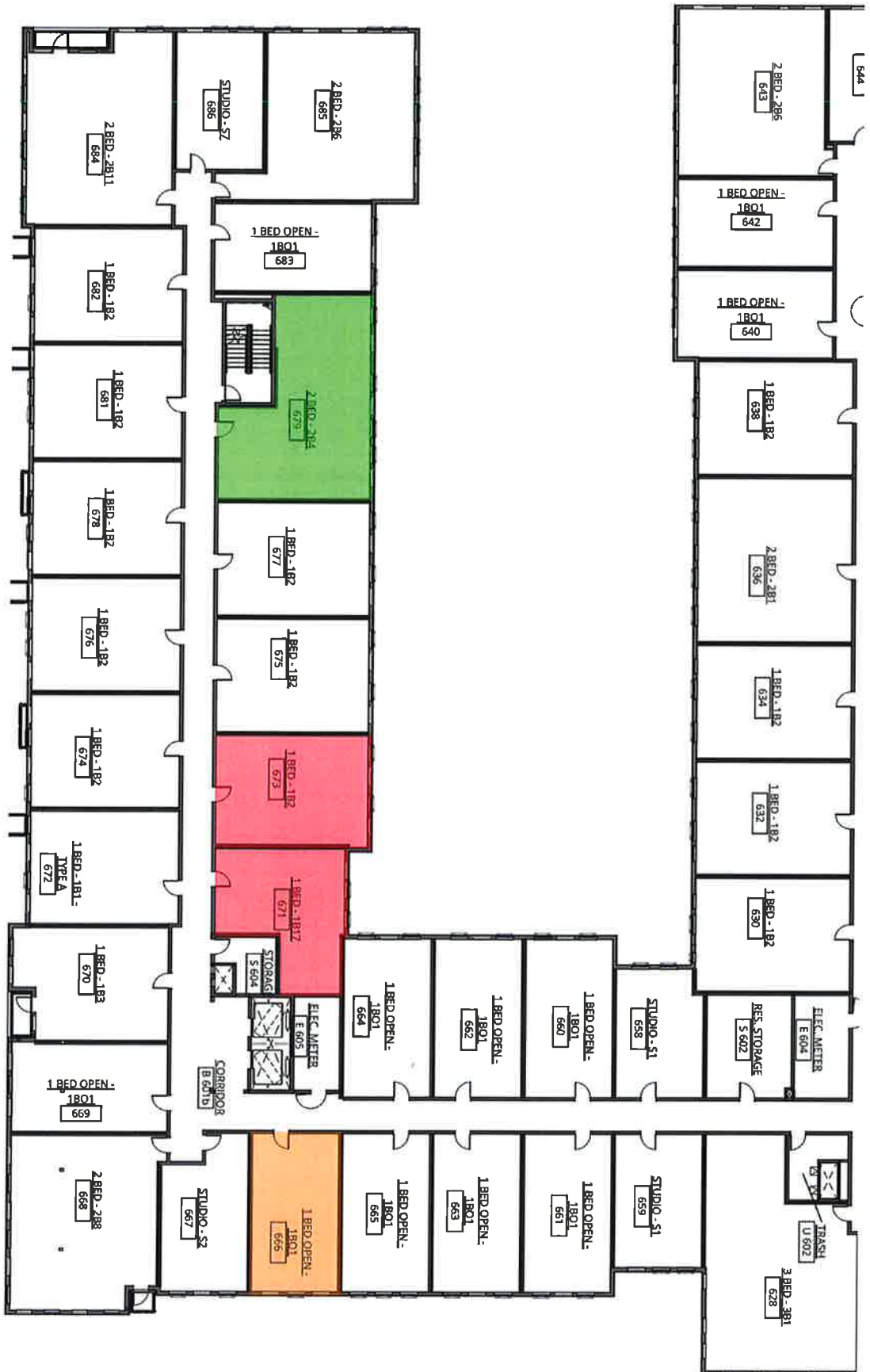


Level 5 (Second Half)



Level 6 (First Half)

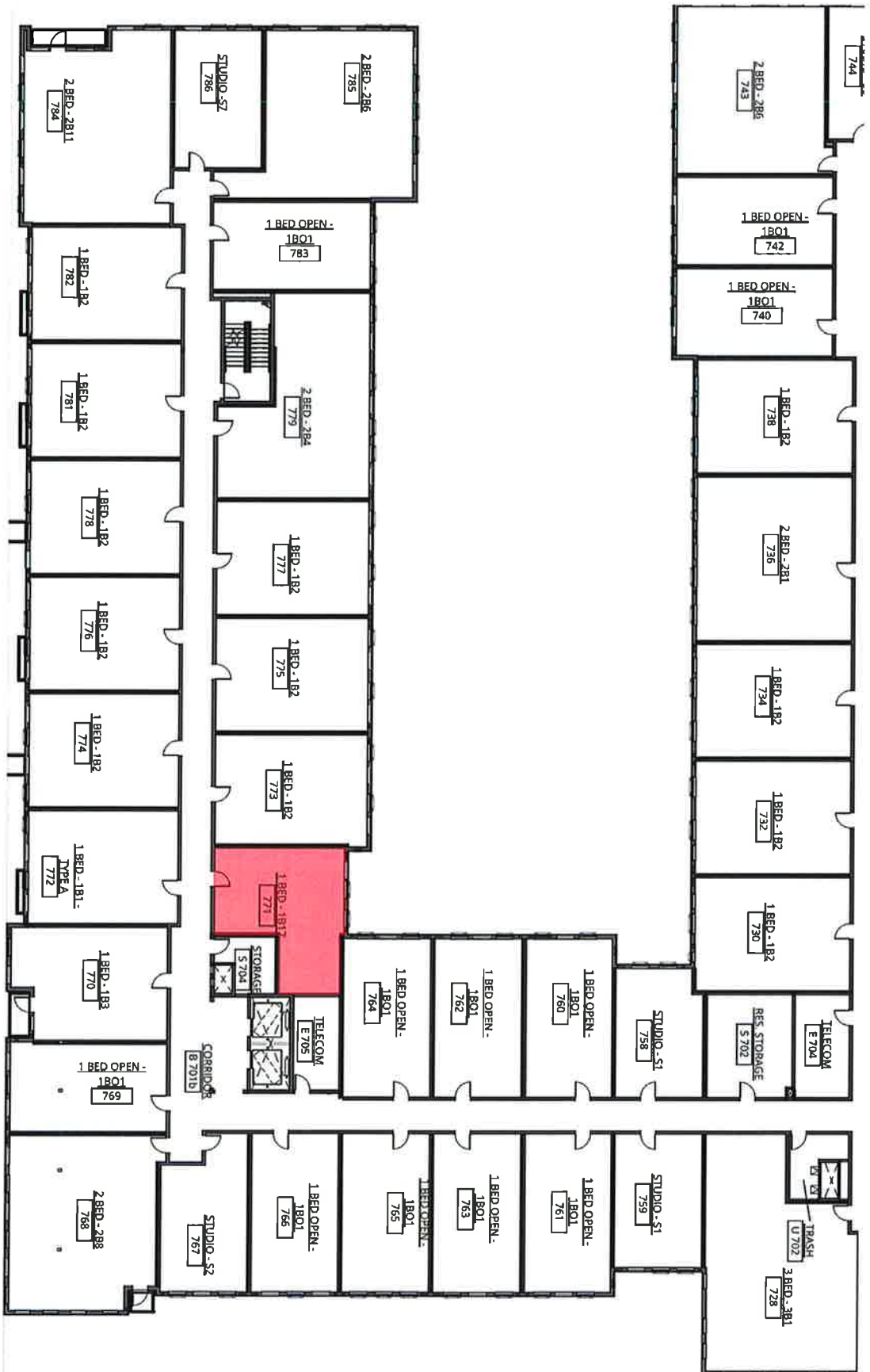




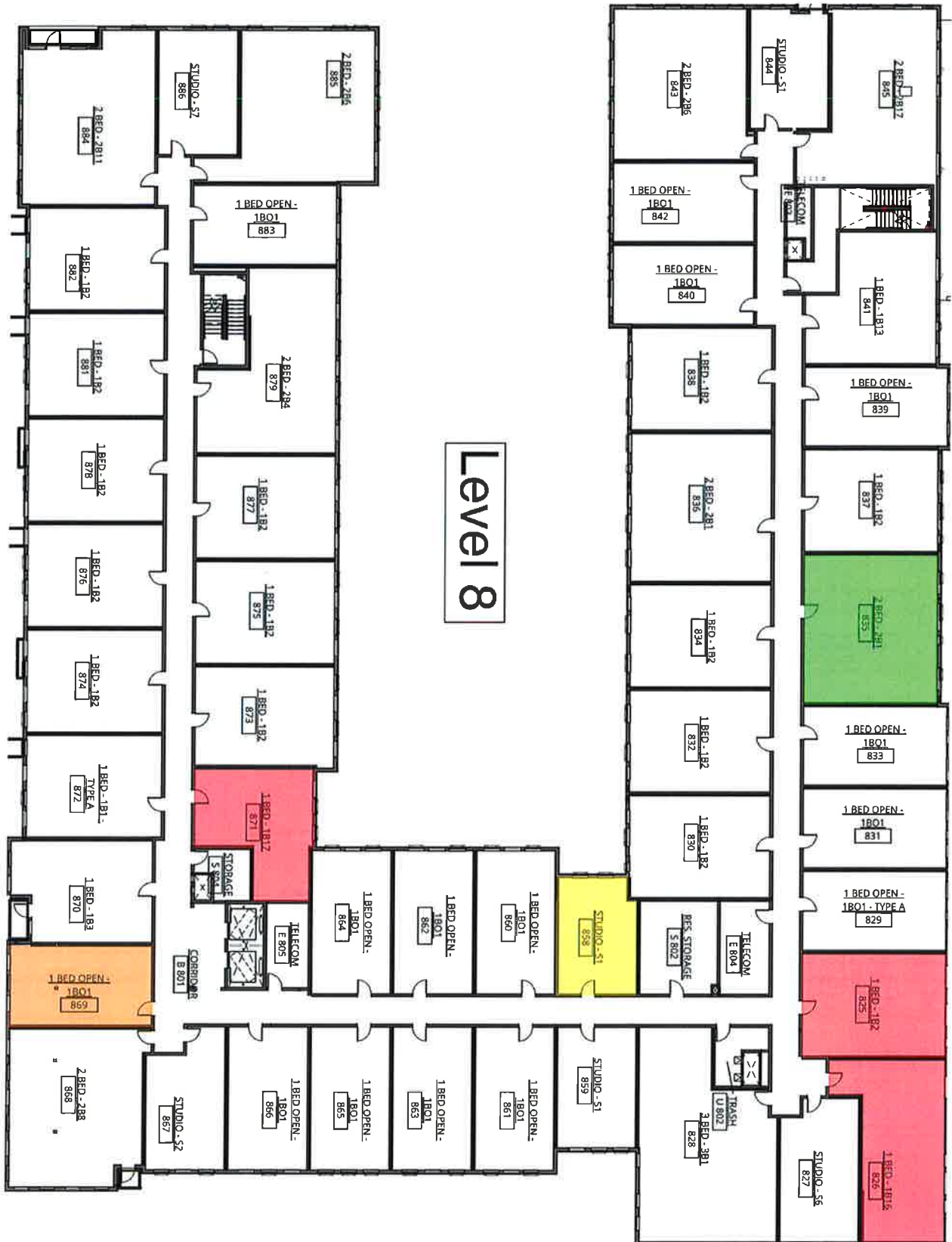
Level 6 (Second Half)

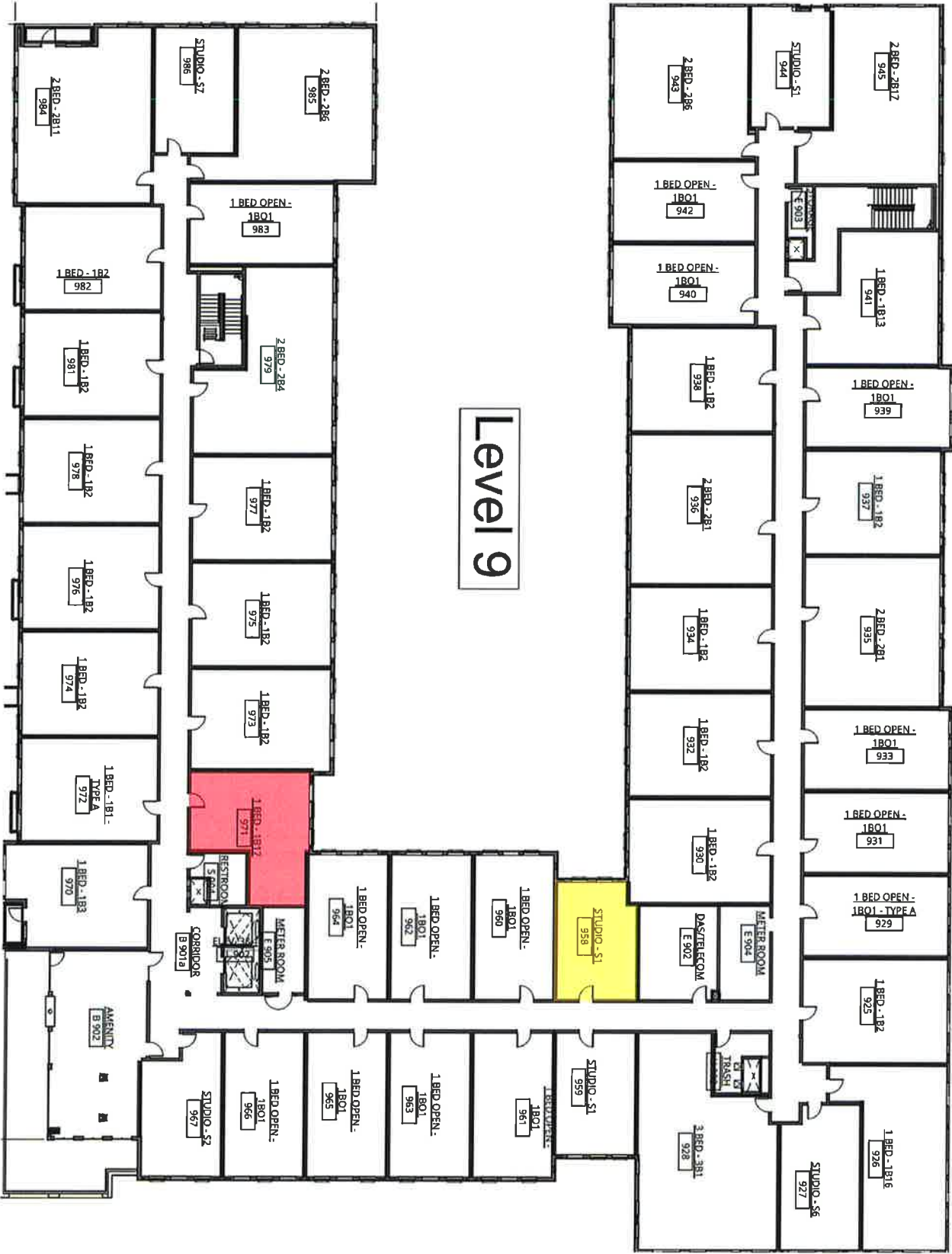
Level 7 (First Half)





Level 7 (Second Half)





2022 Property Tax Exemption Program Report - City of Shoreline

Updated 3/14/2022

Currently in PTE Program								
Units	Project	Type	Affordable	Start	End	Improvements Valuation (2022)	City Tax Rate (2022)	City Property Tax Abatement
16	3108 Apartments	12-year affordable	4	1/1/2021	12/31/2032	\$ 3,490,000	\$ 1.13188	\$ 3,950
81	Arabella II	12-year affordable	17	1/1/2020	12/31/2031	\$ 21,928,100	\$ 1.13188	\$ 24,820
164	Geo Apartments	12-year affordable	34	1/1/2021	12/31/2032	\$ 47,042,300	\$ 1.13188	\$ 53,246
80	Interurban Lofts	12-year affordable	16	1/1/2018	12/31/2029	\$ 3,715,600	\$ 1.13188	\$ 4,206
129	Malmö	12-year affordable	26	1/1/2015	12/31/2026	\$ 35,485,000	\$ 1.13188	\$ 40,165
5	North City Development	12-year affordable	1	1/1/2015	12/31/2026	\$ 648,100	\$ 1.13188	\$ 734
221	Paceline	12-year affordable	44	1/1/2019	12/31/2030	\$ 61,617,600	\$ 1.13188	\$ 69,744
165	Polaris*	State program	165	1/1/2015	12/31/2026	see note		
60	Sunrise Eleven	12-year affordable	12	1/1/2018	12/31/2029	\$ 15,727,900	\$ 1.13188	\$ 17,802
72	The 205 Apartments	12-year affordable	14	1/1/2019	12/31/2030	\$ 17,849,000	\$ 1.13188	\$ 20,203
124	Trad Apartments	12-year affordable	25	1/1/2021	12/31/2032	\$ 30,247,700	\$ 1.13188	\$ 34,237
330	The Current	12-year affordable	66	1/1/2022	12/31/2033	\$ 30,528,100	\$ 1.13188	\$ 34,554
243	The Postmark	12-year affordable	49	1/1/2021	12/31/2032	\$ 60,788,500	\$ 1.13188	\$ 68,805
1,690			473			\$ 329,067,900		\$ 372,465

Graduates of PTE Program								
Units	Project	Type		Start	End	Improvements Valuation (2022)	City Tax Rate (2022)	2021 Revenue
88	Arabella	10-year market	n/a	1/1/2008	12/31/2017	\$ 21,928,100	\$ 1.13188	\$ 24,820
88						\$ 21,928,100		\$ 24,820

Conditional Certificates of PTE								
Units	Project	Type	Affordable	Cert. Date	Expiration	Status	Est. Completion	Final App
315	18815 Aurora Ave N	12-year affordable	63	11/7/2019	11/7/2022	Construction	22-Sep	no
227	Quinn by Vintage*	State program	226	11/9/2020	11/9/2023	Construction	Oct-22	no
241	Shoreline 192*	State program	241	Pending		Construction	2024	no
203	Geo II	12-year affordable	41	Pending		Construction	2023	no
22	2152 185th	12-year affordable	5	Pending		Construction	2022	no
15	1719 185th	12-year affordable	3	Pending		Construction	2022	no
235	The Line		47	Pending		Predevelopment		
252	Ion 149th	20-year affordable	51	Pending		Predevelopment	May-24	
547	Shea 145th and 1st NE	12-year affordable	110	Pending		Predevelopment	Jul-05	
299	Shoreline 147th	12-year affordable	60	Pending		Predevelopment	Jan-22	
35	Paramount	12-year affordable	7	Pending		Predevelopment	Jun-21	
210	Midvale by Vintage	12-year affordable	43	Pending		Predevelopment	Oct-23	
364	104 NE 147th		77	Pre-app		Predevelopment		
385	17802 Linden Ave N	12-year affordable	77	Pre-app		Predevelopment		
240	Kinect	12-year affordable	48	Pending		Predevelopment	Dec-22	
11	19232 5th Ave NE		3	Pending		Predevelopment	Jan-23	
161	18551 Aurora	12-year affordable	33	Pending		Predevelopment	Mar-22	
3,762			1,135			Predevelopment		

5,540 Total homes**1,608 Affordable homes**

*Participates in alternative state incentive program offering full property tax exemption; the City's MFTE program acts as backup.

2022 Income and Rent Limits

City of Shoreline

Based on the King County (Seattle-Bellevue HFMA) Median Income:
 HUD Very Low-Income Limit:

\$134,600 for a family of 4.
\$64,700 for a family of 4.

Rent Limits						Household Income Limits		
AMI	BEDROOMS	Maximum Monthly Housing Costs	Maximum Rent if No Other Expenses	Maximum Rent if Tenant Pays Own Utilities, and No Other Expenses	Maximum Rent if Tenant Pays Own Utilities, Renters Insurance, and No Other Expenses	AMI: Household Size	50% Initial Occupancy	70% Recertification
		50%	Studio	\$1,133	\$1,133	\$1,025	\$1,012	1
"Open 1"	\$1,214		\$1,214	\$1,106	\$1,093	2	\$51,800	\$68,100
One	\$1,214		\$1,214	\$1,106	\$1,093	3	\$58,250	\$76,650
60%	Studio	\$1,311	\$1,311	\$1,203	\$1,190	4	\$64,700	\$85,100
	"Open 1"	\$1,405	\$1,405	\$1,297	\$1,284	5	\$69,900	\$91,950
	One	\$1,405	\$1,405	\$1,297	\$1,284	1	\$52,450	\$66,750
	Two	\$1,686	\$1,686	\$1,552	\$1,539	2	\$59,950	\$76,250
	Three	\$1,948	\$1,948	\$1,778	\$1,765	3	\$67,450	\$85,800
70%	Four	\$2,098	\$2,098	\$1,887	\$1,874	4	\$74,900	\$95,300
	Studio	\$1,490	\$1,490	\$1,382	\$1,369	5	\$80,950	\$102,950
	"Open 1"	\$1,596	\$1,596	\$1,488	\$1,475	1	\$59,600	\$75,050
	One	\$1,596	\$1,596	\$1,488	\$1,475	2	\$68,100	\$85,800
	Two	\$1,915	\$1,915	\$1,781	\$1,768	3	\$76,650	\$96,500
80%	Three	\$2,214	\$2,214	\$2,044	\$2,031	4	\$85,100	\$107,200
	Four	\$2,384	\$2,384	\$2,173	\$2,160	5	\$91,950	\$115,800
	Two	\$2,145	\$2,145	\$2,011	\$1,998	1	\$76,250	\$95,350
	Three	\$2,479	\$2,479	\$2,309	\$2,296	2	\$85,800	\$107,250
80%	Four	\$2,669	\$2,669	\$2,458	\$2,445	3	\$95,300	\$119,150
						4	\$102,950	\$128,700

Maximum monthly housing costs are 30% of the maximum household income, and include basic utilities, and any costs required by the property owner (e.g., renter's insurance).

Income and housing cost limits are adjusted from the 4-person basis according to the table below, left.

Maximum contract rents are calculated by deducting charges borne by the tenant: basic utilities or utility allowance and monthly costs required for tenancy (e.g., renters insurance). Instead of deducting actual expenses, the owner may deduct allowances according to the table below.

Other Expense Allowances			
Bedrooms	Electricity & Gas	Water, Sewer, Garbage	Renter's Insurance
Studio	\$38	\$70	\$13
"Open 1"	\$38	\$70	\$13
One	\$38	\$70	\$13
Two	\$53	\$81	\$13
Three	\$70	\$100	\$13
Four	\$93	\$118	\$13

Example: The maximum rent of an 70% AMI studio with all utilities included, and no other required expenses, would be \$1,490
 The maximum rent for the same studio with no utilities included and renters insurance required would be \$1,369
 The maximum rent for the same studio with water, sewer, and garbage included (i.e., no W/S/G allowance) but not electricity and gas, and renter's insurance required would be \$1,439

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Contract with Blueline Group, LLC in the Amount of \$157,749 for Construction Management and Inspection Services for the Midblock Crossing & Citywide Rectangular Rapid Flashing Beacons and Radar Speed Signs Project
DEPARTMENT:	Public Works
PRESENTED BY:	Elizabeth Kelly, Interim 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 City was awarded a \$1,377,500 City Safety Program grant from the Highway Safety Improvement Program (HSIP) for design, right-of-way, acquisition, and construction of pedestrian safety improvements on NW Richmond Beach Road and other city-wide safety improvements. The project will construct a new mid-block crosswalk and median island on NW Richmond Beach Road between 3rd Avenue NW and 8th Avenue NW near existing King County bus stops; install pedestrian-activated, rectangular rapid flashing beacons (RRFB) at the mid-block crosswalk; and install pedestrian-level lighting on NW Richmond Beach Road within the project limits. The project will also install RRFB systems at nine additional locations throughout the City and Radar Speed Signs (RSS) at three locations in the City.

Due to the volume of development activity and construction, the City does not have staff capacity to manage and inspect the Midblock Crossing and Citywide RRFB and RSS Project. Therefore, construction management and inspection services are needed to ensure compliance with the contract plans and specifications as well as compliance with grant requirements. Staff is requesting that Council authorize the City Manager to execute a contract with Blueline Group, LLC for construction management and inspection services for the project in the amount of \$157,749.

RESOURCE/FINANCIAL IMPACT:

In 2019, the City was awarded City Safety Program grant funding of \$1,377,500 through the Highway Safety Improvement Program (HSIP) for design, right-of-way acquisition and construction of this project. The grant funds 90% of design and 100% of construction. This Federal funding provides 98% of the eligible costs. The remainder of the project funding will be provided by the Roads Capital Fund. This project is funded as follows:

EXPENDITURES

PRELIMINARY ENGINEERING:

Staff and Other Direct Expenses (including design)	\$ 174,100
Consultant Services during Design (environmental and survey)	\$ 27,000
State Services	\$ 10,000
<hr/>	
Subtotal	\$ 211,100

CONSTRUCTION:

Construction Estimate (#10193), incl. 10% contingency	\$ 1,100,000
>>Construction Inspection (Blueline, #10491)	\$ 159,749<<
Staff and Other Direct Expenses	\$ 20,251
State Costs	\$ 5,000
<hr/>	
Construction Subtotal	\$ 1,285,000

1% for the Arts	\$ 11,000
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TOTAL PROJECT EXPENDITURES \$ 1,507,100

REVENUES

Highway Safety and Improvement Projects (HSIP) Grant ^{1*}	\$ 1,473,490
Roads Capital Fund	\$ 32,110
<hr/>	

TOTAL PROJECT REVENUE \$ 1,507,100

*1: HSIP grant covers 90% of P.E. phase and 100% of CN phase. 1% for the Arts funding does not qualify.
2: Washington State Department of Transportation has issued a one-time allowance in 2022 due to COVID-19 delays for 100% construction funding to exceed the original total grant allowance.*

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an agreement with Blueline Group, LLC for construction management and inspection services in the amount of \$159,749 for the Midblock Crossing and Citywide RRFB and RSS Project.

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

BACKGROUND

The City's 2018 Traffic Report indicated that 39% of the 46 injury and fatal collisions in Shoreline between 2010 and 2016 involved a pedestrian. As a percentage of overall injury collisions, the number of non-motorized (pedestrian and bicycle) collisions are rising. In mid-2018, staff sought grant funding for improvements on a number of the identified segments, focusing on reducing the numbers of pedestrian and bicycle injury collisions.

The City was awarded a \$1,377,500 City Safety Program grant for design, right-of-way, acquisition, and construction of pedestrian safety improvements on NW Richmond Beach Road. The project will construct a new mid-block crosswalk and median island on NW Richmond Beach Road between 3rd Avenue NW and 8th Avenue NW near existing King County bus stops; install pedestrian-activated flashing beacons at the mid-block crosswalk; and install pedestrian-level lighting on NW Richmond Beach Road within the project limits. Additionally, the project will install pedestrian-activated flashing beacons in nine locations and radar speed-feedback signs in three locations Citywide. The specific locations for these improvements are shown on Attachment A.

On November 18, 2019, Council authorized the City Manager to obligate this grant funding and begin design. The staff report for the authorization of this grant can be found at the following link: [Authorizing the City Manager to Execute a Local Agency Agreement with the Washington State Department of Transportation for the Richmond Beach Road Mid-Block Crossing and Citywide Rectangular Flashing Beacons and Radar Speed Signs Project.](#)

ALTERNATIVES ANALYSIS

Due to the volume of development activity and construction, the City does not have staff capacity to manage and inspect the Midblock Crossing and Citywide RRFB and RSS Project. Therefore, construction management and inspection services are needed to ensure compliance with the contract plans and specifications as well as compliance with grant requirements. On September 27, 2022, the City issued a Request for Qualifications (RFQ 10491) for providing construction management and inspection services for the Midblock Crossing and City-wide RRFB and RSS Project. Two firms submitted Statements of Qualifications (SOQs) which were reviewed by staff and both firms were interviewed. Blueline Group, LLC was selected as the most qualified firm for the project.

The alternative to not authorizing this contract is utilizing current staffing resources, either by re-prioritizing other work or delaying the project until current staffing resources become available. This alternative is not recommended by staff. The construction contract is current scheduled for authorization on December 12, 2022. Delaying this contract until staff resources are available would require changing the contract, increasing the project cost and potentially jeopardizing the grant funding.

COUNCIL GOAL(S) ADDRESSED

This project implements City Council Goal 2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment.

RESOURCE/FINANCIAL IMPACT

In 2019, the City was awarded City Safety Program grant funding of \$1,377,500 through the Highway Safety Improvement Program (HSIP) for design, right-of-way acquisition and construction of this project. The grant funds 90% of design and 100% of construction. This Federal funding provides 98% of the eligible costs. The remainder of the project funding will be provided by the Roads Capital Fund. This project is funded as follows:

EXPENDITURES

PRELIMINARY ENGINEERING:

Staff and Other Direct Expenses (including design)	\$ 174,100
Consultant Services during Design (environmental and survey)	\$ 27,000
State Services	\$ 10,000
<hr/>	
Subtotal	\$ 211,100

CONSTRUCTION:

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>>Construction Inspection (Blueline, #10491)	\$ 159,749<<
Staff and Other Direct Expenses	\$ 20,251
State Costs	\$ 5,000
<hr/>	
Construction Subtotal	\$ 1,285,000
1% for the Arts	\$ 11,000
TOTAL PROJECT EXPENDITURES	\$ 1,507,100

REVENUES

Highway Safety and Improvement Projects (HSIP) Grant ^{1*}	\$ 1,473,490
Roads Capital Fund	\$ 32,110
<hr/>	
TOTAL PROJECT REVENUE	\$ 1,507,100

1: HSIP grant covers 90% of P.E. phase and 100% of CN phase. 1% for the Arts funding does not qualify.

2: Washington State Department of Transportation has issued a one-time allowance in 2022 due to COVID-19 delays for 100% construction funding to exceed the original total grant allowance.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an agreement with Blueline Group, LLC for construction management and inspection services in the amount of \$159,749 for the Midblock Crossing and Citywide RRFB and RSS Project.

ATTACHMENTS

Attachment A – Project Vicinity Map

Attachment A

Attachment A

Project Schedule (Estimated milestones):

Project added to (STIP)	Mar 2019
Project Agreement Signed w/ WSDOT	Jun 2019
PE Phase Authorized by FHWA thru WSDOT	Sep 2019
Community Engagement Complete	Feb 2020
Environmental Docs Approved by WSDOT	Mar 2020
Right-of-way - Certification by FHWA thru WSDOT	Sep 2020
Construction Obligation	Dec 2020
Contract Advertised	Jan 2021
Contract Awarded	Mar 2021
Construction Complete	Dec 2021

Aug 2022

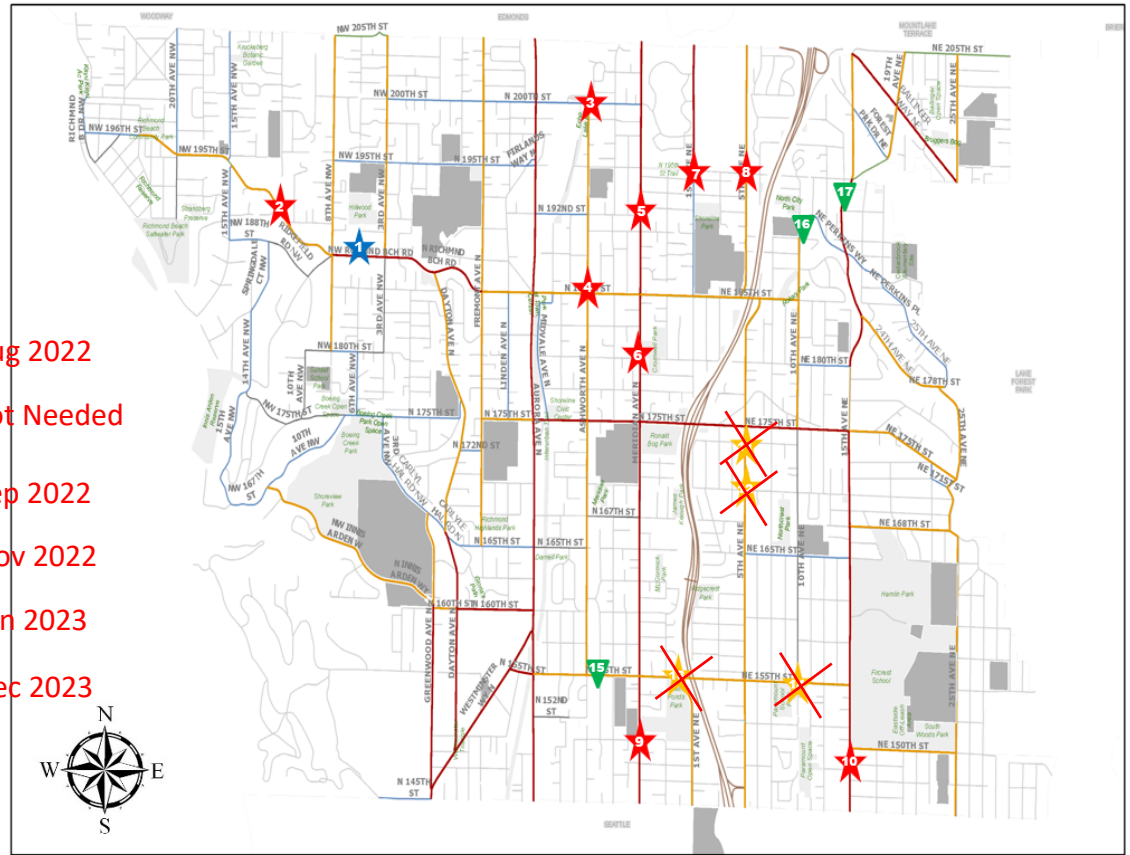
Not Needed

Sep 2022

Nov 2022

Jan 2023

Dec 2023



VICINITY MAP

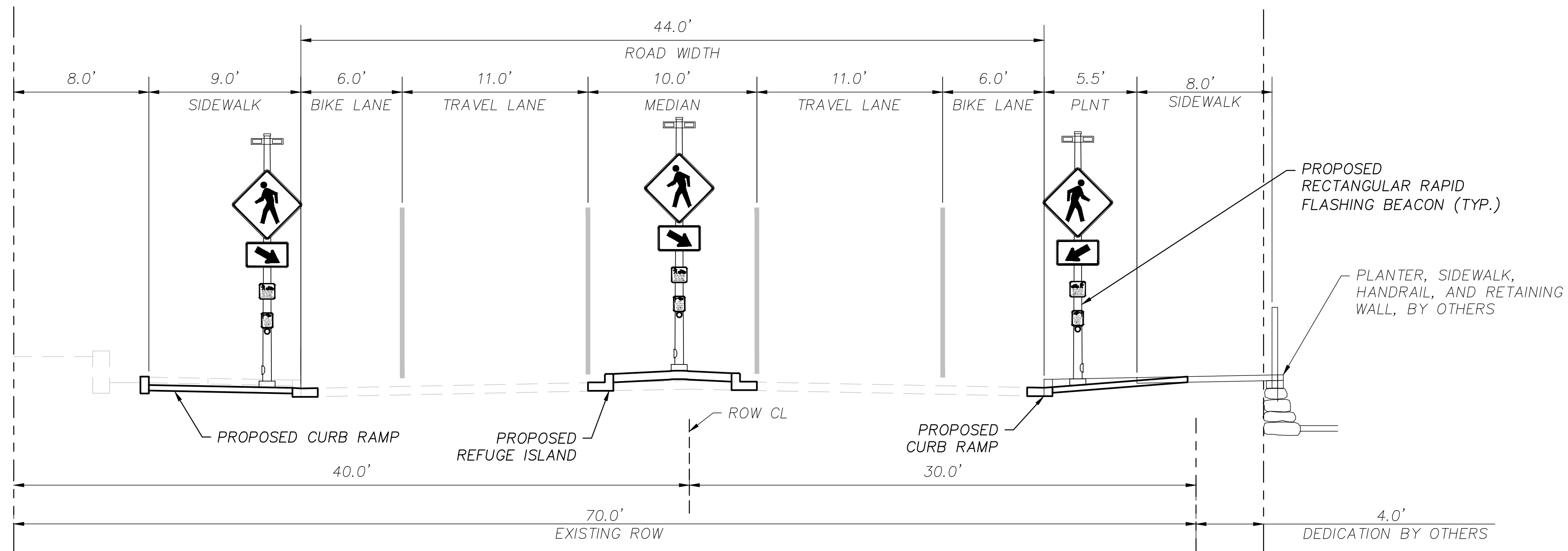
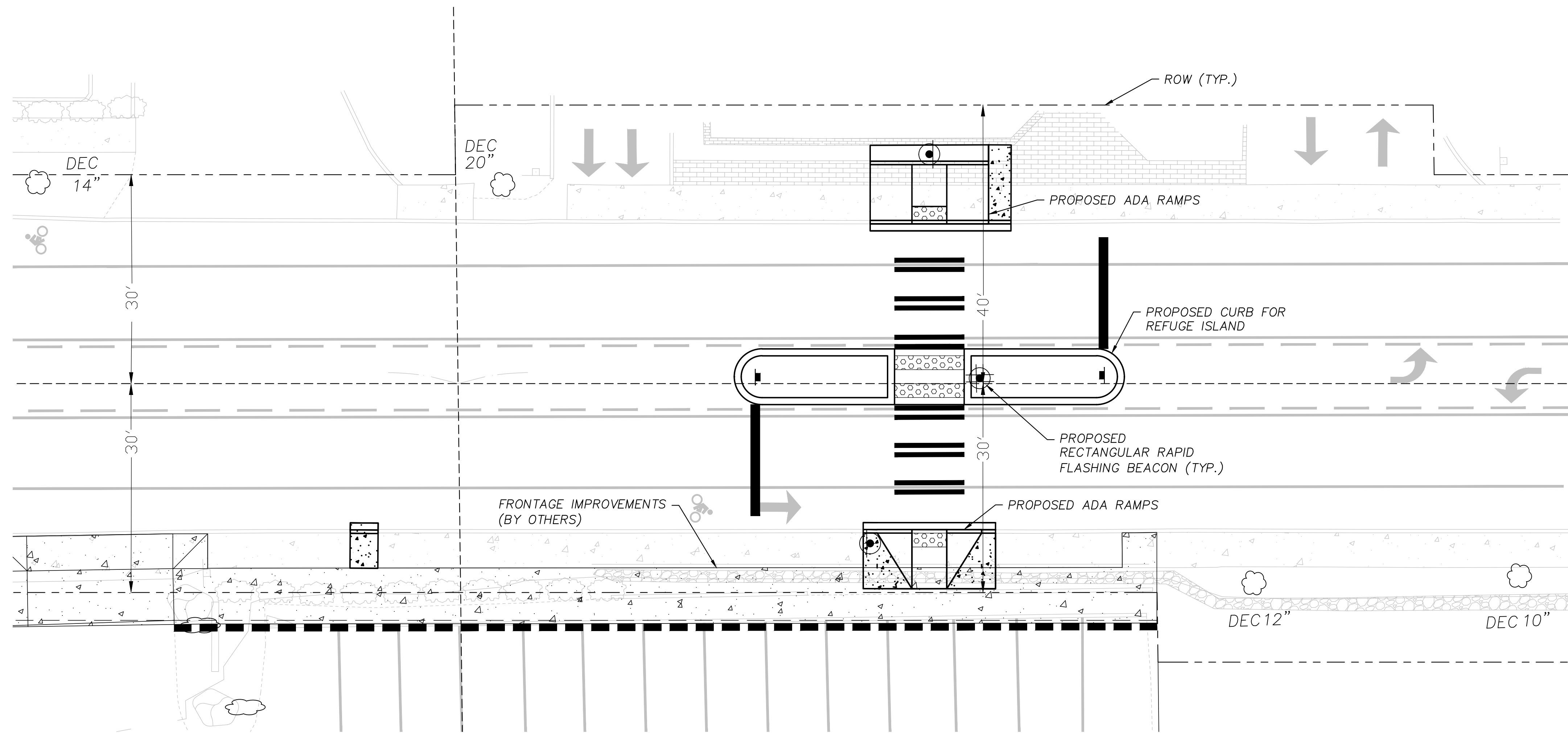
	MIDBLOCK CROSSING
1	Richmond Beach Rd: between 3 rd Ave NW & 8 th Ave NW

	RRFB LOCATION
2	Richmond Beach Rd & 6th ^{12th} Ave NW
3	N 200th St & Ashworth Ave N
4	N 185th St & Ashworth Ave N
5	Meridian Ave N & N 192nd St
6	Meridian Ave N & N 180th St
7	1st Ave NE & NE 195th St
8	5th Ave NE & NE 195th St
9	Meridian Ave N & NE 150th St
10	15th Ave NE & NE 148th St

	ADDITIONAL RRFB
11	5th Ave NE & NE 174th St
12	5th Ave NE & NE 170th St
13	NE 155th St & 1st Ave NE
14	NE 155th St & 10th Ave NE

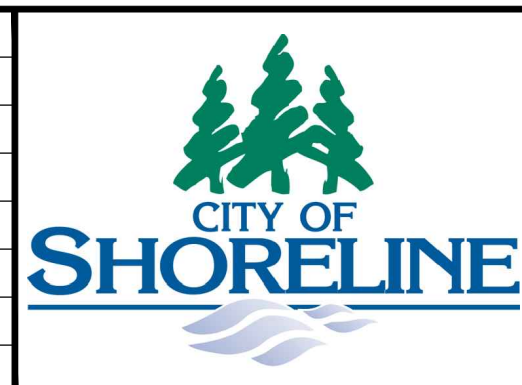
	RADAR SIGN ADDRESS
15	N 155th St west of Densmore Ave N
16	NE Perkins Way west of 11th Ave NE
17	15th Ave NE south of NE 196th St

Deleted due to insufficient funding



08/17/2022 3:30pm G:\PWORKS\ENGINEERING\CIP Projects\RFB_Midblock_Xing_and_Citywide_RRFB_and_RSS\Design\300_Speed\300_Speed\RRFB_Road_Road\Exhibits\Section for CN_Obligation.dwg

MARK	REVISION DESCRIPTION	BY	APP.	DATE



NOT FOR CONSTRUCTION

DRAWN BY HD
 DESIGN BY HD
 CHECK BY NJ
 PROJ MGR ZE

CITY OF SHORELINE
MIDBLOCK CROSSING AND CITYWIDE RRFB AND RSS PROJECT
TYPICAL SECTION

DRAWING NO.	10193
PROJECT NO.	HSIP-000S(557)
FED AID NO.	8/17/2022
DATE:	1 OF 1
SHEET NO.	

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Public Hearing and Action of Resolution No. 498 – Surplus Designation of the Excess Property Acquired by the 145th Corridor (Phase 1) Project located at 14509 3rd Avenue N
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, Interim Public Works Director
ACTION:	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The State Route 523 (N/NE 145th St), Aurora Avenue N to I-5, Phase 1 project (I-5 to Corliss Avenue), hereinafter referred to as to the 145th Corridor (Phase 1) project, is concluding the right-of-way (ROW) acquisition phase. At this time, one property, located at 14509 3rd Ave N, has been identified to have remnants that can be declared surplus. The City has been approached by the buyer of adjacent parcels to that property who has expressed interest in also purchasing 14509 3rd Ave N from the City. The project funding strategy includes the sale of excess property to fund subsequent phases of the project and/or serve as grant match for the subsequent phases.

Council discussed proposed Resolution No. 498 on November 21, 2022, and asked staff to come back with additional information on the following issues, which are discussed in the staff report:

- The opportunity to use the property as a pocket park;
- The opportunity to purchase the other adjacent parcels for a larger park/open space;
- The opportunity to use the property for affordable housing;
- The limitations on uses of the property and/or proceeds from a possible sale based on the source of funding for acquiring the parcel;
- The ability and feasibility of using other full acquisitions as Parks in the future;
- The opportunity to save trees and provide public open space in an area of density; and
- The timing of the property moving forward with the surplus process.

City-owned properties, which include the property at 14509 3rd Avenue N, are disposed of through the Surplus Property Declaration process defined in Shoreline Municipal Code Chapter 3.55. Tonight’s public hearing and action on proposed Resolution No. 498 initiates the next step in the disposition process. Proposed Resolution No. 498 would declare 14509 N 3rd Avenue N surplus and authorize its sale through a negotiated sale process.

RESOURCE/FINANCIAL IMPACT:

14509 3rd Avenue N was acquired by the 145th Corridor (Phase 1) Project with State Connecting Washington funding. No City funds were used for the acquisition. Per 23 CFR 710.403, the income from the disposal of real property interests obtained with Title 23 funds shall be used by subsequent Title 23 projects. Staff recommends the funds from the disposal be directed to the ROW acquisition for the 145th Corridor (Phase 2) Project, which extends from Corliss Avenue N to Wallingford Avenue.

The value of 14509 3rd Avenue N was professionally appraised in March 2022 at \$145 per square foot. The appraisal is available to Council by request. At this time, no further appraisal is recommended if a sales agreement can be approved by March 2023.

If Council decides not to surplus the property and instead use the site for a non-transportation related use, the appraised value of the surplus area will need to be reimbursed to the State.

There are some associated costs for notices and correspondence regarding proposed Resolution No. 498, including a notice of the public hearing, which was published in the Seattle Times on November 21, 2022, and notices sent via mail to property owners within 500 feet of the surplus properties no less than 14 days nor more than 25 days prior to the public hearing. These costs are included in the 145th Corridor Phase 1 budget.

RECOMMENDATION

Staff recommends that Council adopt proposed Resolution No. 498 for the surplus property designation of the excess property acquired by the 145th Corridor (Phase 1) Project located at 14509 3rd Avenue N.

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

BACKGROUND

In response to property remnants acquired as part of the Aurora Corridor Project, the City Council adopted [Ordinance No. 626](#) in January 2012, which established Shoreline Municipal Code (SMC) Chapter 3.55 to set forth the procedures for the disposition of surplus real property owned by the City. In December 2017, City Council adopted [Ordinance No. 809](#), which provided a code amendment allowing for the use of a licensed real estate broker for the disposition of surplus real property. When declaring property to be surplus, the City Council is required to determine by which method the property is to be sold: sealed bid, auction, negotiated sale (when aggregating abutting properties), or by licensed real estate broker. The first step in the disposal of City-owned properties is to declare the property as surplus via the Surplus Property Declaration process defined in Shoreline Municipal Code Chapter 3.55.

The property located at 14509 3rd Avenue N (Tax Parcel No. 288170-0373) was acquired by the City on August 15, 2022, for the 145th Corridor (Phase 1) Project. Only a portion of the property is needed to construct the 145th Corridor (Phase 1) Project, however, the entire property was acquired due to the structural impacts to the home during and after construction. The project requires 3,625 square feet (sf) of the property, leaving 11,460 sf available to surplus. The new legal description and exhibit can be found in proposed Resolution No. 498 (Attachment A, Exhibit A).

The buyer of adjacent parcels has expressed interest in also purchasing 14509 3rd Ave N from the City. The value of 14509 3rd Ave N was professionally appraised in March 2022 at \$145 per square foot. The buyer has suggested a potential price for the property of \$165 per square foot.

Council discussed proposed Resolution No. 498 at the November 21, 2022, City Council Meeting. The staff report is available here: [Discussion on Resolution No. 498 – Surplus Property Designation of the Excess Property Acquired by the 145th Corridor \(Phase 1\) Project located at 14509 3rd Avenue N.](#)

DISCUSSION

Council discussed proposed Resolution No. 498 on November 21, 2022, and asked staff to come back with additional information on the following issues, which are discussed below:

- The opportunity to use the property as a pocket park;
- The opportunity to purchase the other adjacent parcels for a larger park/open space;
- The opportunity to use the property for affordable housing;
- The limitations on uses of the property and/or proceeds from a possible sale based on the source of funding for acquiring the parcel;
- The ability and feasibility of using other full acquisitions as parks in the future;
- The opportunity to save trees and provide public open space in an area of density; and
- The timing of the property moving forward with the surplus property.

Is there an opportunity for a neighborhood or pocket park to be at the site?

Staff has reviewed and discussed the option for a park at the site and determined that this is not a desirable location for a pocket park for several reasons:

- *Location* – While this approximately 0.25-acre property is not a location that has been identified previously by Council for a park or as open space, staff did evaluate its potential for park purposes. The proximity to Interstate 5, as well as the busy arterial of 145th Street, limits the appeal for use as a park. Issues that contribute to this low appeal include noise from the freeway, noise and exhaust from vehicles on 145th Street, limited to no vehicular access, and proximity to a high volume of traffic on 145th Street.
- *Proximity to Twin Ponds Park* – While there is need for additional park space within the light rail subareas, this particular parcel is within an approximate six (6) minute walking distance to Twin Ponds Park, which has a wide variety of park amenities and will soon be easily accessible due to the installation of new sidewalks on 1st Ave NE. Staff analysis of Twin Ponds and other 148th St Station Area parks has shown these to be viable locations for improvements or expansion using developer paid Park Impact Fees or grants in a location less constrained by adjacent development and traffic impacts. Both strategies have been successfully used secure expansion parcels for Paramount Open Space Park within this subarea in the past two years.
- *Size* – the parcel is relatively small and would have limited use for park functions other than as open space.
- *Development provided open space*: Private development already occurring in this area is required to have open space as part of development approval, which reduces the need for small passive spaces.

Is there an opportunity for the City to acquire the adjacent parcels on 3rd Ave NE for a larger park/open space?

The City could acquire the other three parcels on 3rd Ave NE (to the north of the proposed surplus property), which would create a park or open space of approximately 53,000 square feet when combined with the parcels acquired by the City for the 145th Corridor project. A preliminary evaluation indicates it would cost the City approximately \$4 million to acquire the other three parcels. The combined size increases the viability as a park space, but it is still limited by location (proximity to I-5, noise, exhaust) and vehicular access.

Staff also discussed that from an economic development perspective, these combined lots (including proposed surplus property) are one of the few locations within the MUR-70' zone with a high potential for non-residential use. Non-residential uses are a key component in the subarea plans, whereas a larger park or open space could be placed elsewhere just as or more successfully.

What is the feasibility of using the property to offer affordable housing?

Staff has looked at the option for affordable housing at the site in two ways. The first was to lease the land to a housing provider/firm for affordable housing, similar to the permanent supportive housing project at 198th and Aurora. The parcel is located within the Washington Department of Transportation (WSDOT) Limited Access Area and therefore, there would be no vehicular access to the site. This designation makes it

unusable under the City's code as a stand-alone parcel. Should this be of interest, the City Council could amend the code to eliminate required parking and enter into agreements with adjacent properties for solid waste access, for example. The site is also relatively small for the MUR-70' zone, being about one-third the size of the City-owned site being redeveloped by partners as affordable housing with supportive services for 100 individuals at 198th and Aurora. Staff considers that the work on the part of the City would be at least equal to or not greater than that required for the 198th project despite the significantly smaller subject property on 145th Street.

The second way staff looked at affordable housing was by inserting it as a term of a negotiated sale. This would reduce the price of the sale to a degree that is unknown and restricts the type of building to only residential at the site. As discussed above, the proximity to I-5 makes this parcel more attractive to non-residential uses such as business or hotel.

What are the limitations on uses of the property and/or proceeds from a possible sale based on the source of funding for acquiring the parcel?

The property was acquired with State Connecting Washington funding. No City funds were used for the acquisition. With respect to use of funds, in general, proceeds from surplus properties utilizing grant funds need to be used on other federally funded transportation projects. As mentioned above, proceeds were anticipated to be used for the next phase of the 145th Corridor project, including serving as match for grants, which meets this requirement.

It does appear that the federal regulations provide that surplus property can be retained by the City and used as an area for trees or open space that "restores, improves or preserves the scenic beauty and/or environmental quality adjacent to a transportation facility." Staff is still researching other limitations or uses of the property, particularly leasing the space.

What is the ability and feasibility of using other full acquisitions as Parks in the future?

Staff reviewed the remaining five parcels that were acquired as part of the Phase 1 Project on their feasibility for open space. Of the five, two are smaller than the currently proposed parcel and therefore are not desirable. The other three are contiguous and therefore provide more opportunity from a size perspective. However, the parcels are still immediately adjacent to the busy 145th Corridor, which reduces the desirability of the space for active recreation, such as a playground. Additionally, conversion of the property into parks requires approval of Federal Highway Administration and/or WSDOT. Staff is still investigating the limitations or requirements of converting the property for parks or open space.

As discussed above, while there is need for additional park land within the subareas, these other 145th Street parcels are also a similar proximity to Twin Ponds Park, where investments for improvements or expansion using developer paid Park Impact Fees could meet the needs of the subarea over time and in a location less constrained by adjacent development and traffic impacts.

Why is this property going through the surplus process now?

A developer who is currently in contract to purchase adjacent properties reached out to the City in August with interest in purchasing this parcel. After meeting with the developer, staff proceeded with the process for designating the property for surplus as a first step to potentially selling it. Because there is an interested buyer that is also acquiring adjacent parcels, timing is important if the City would like the best opportunity to maximize its return on the “excess” property. If the City waits to designate the property as surplus, there is a high risk that this opportunity to sell the property at a maximum value will disappear. The value of the excess property will likely decrease if not combined with adjacent parcels. The property also may not be marketable as a stand-alone property due to the constraints discussed above.

The timing is also important as part of the funding strategy for the 145th Corridor Phases 2 and 3 Projects, as Phases 2 and 3 are currently unfunded. The proceeds from sales of “excess” acquired surplus properties are intended to serve as match for future grants. Currently, staff is considering the prospects to apply for a RAISE grant in early 2023. The proceeds from the sale of this parcel have been identified as the match for this particular grant. The City will have a difficult time finishing the 145th Corridor without the proceeds from surplus properties since other revenue options are limited.

Next Steps

Tonight’s public hearing and action on proposed Resolution No. 498 initiates the next step in the surplus designation process. Resolution No. 498, if approved by Council, would declare 14509 N 3rd Avenue N as surplus and authorize its sale through a negotiated sale process. Alternatively, Council may choose not to adopt Resolution No. 498, in which case the City would not proceed with the surplus and sale of the property. Instead, the City would retain ownership of the property. Council could discuss at a future date how the property should be used.

COUNCIL GOAL(S) ADDRESSED

The proposed surplus of the property addresses the following City Council Goals:

- **Goal #1:** Strengthen Shoreline’s economic climate and opportunities.
 - *Strengthen Shoreline’s economic climate and opportunities Robust private investment and economic opportunities help achieve Council Goals by enhancing the local economy, providing jobs and housing choices, and supporting the public services and lifestyle amenities that the community desires and expects.*
- **Goal #2:** Continue to deliver highly-valued public services through management of the City’s infrastructure and stewardship of the natural environment.
 - *Action Step 13. Begin construction of the 145th and I-5 Interchange improvements and Phase 1 of the 145th Street Corridor improvements.*
 - *Action Step 14. Work with regional and federal partners to fund Right-of-Way acquisition for Phase 2 of the 145th Street Corridor improvements.*

- **Goal #3:** Continue preparation for regional mass transit in Shoreline.
 - *Action Step 4. Coordinate with developers and seek partnerships and funding to realize the vision of the Light Rail Station Areas.*

RESOURCE/FINANCIAL IMPACT

14509 3rd Avenue N was acquired by the 145th Corridor (Phase 1) Project with State Connecting Washington funding. No City funds were used for the acquisition. Per 23 CFR 710.403, the income from the disposal of real property interests obtained with Title 23 funds shall be used by subsequent Title 23 projects. Staff recommends the funds from the disposal be directed to the ROW acquisition for the 145th Corridor (Phase 2) Project, which extends from Corliss Avenue N to Wallingford Avenue.

The value of 14509 3rd Avenue N was professionally appraised in March 2022 at \$145 per square foot. The appraisal is available to Council by request. At this time, no further appraisal is recommended if a sales agreement can be approved by March 2023.

If Council decides not to surplus the property and instead use the site for a non-transportation related use, the appraised value of the surplus area will need to be reimbursed to the State.

There are some associated costs for notices and correspondence regarding proposed Resolution No. 498, including a notice of the public hearing, which was published in the Seattle Times on November 21, 2022, and notices sent via mail to property owners within 500 feet of the surplus properties no less than 14 days nor more than 25 days prior to the public hearing. These costs are included in the 145th Corridor Phase 1 budget.

RECOMMENDATION

Staff recommends that Council adopt proposed Resolution No. 498 for the surplus property designation of the excess property acquired by the 145th Corridor (Phase 1) Project located at 14509 3rd Avenue N.

ATTACHMENTS

Attachment A: Proposed Resolution No. 498

Attachment A, Exhibit A: Legal Description and Exhibit of Proposed Surplus Properties

Attachment B: Mailed Notice of Public Hearing to Property Owners within 500' of Proposed Surplus Property and Published Notice in the Seattle Times

RESOLUTION NO. 498

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DECLARING CERTAIN CITY-OWNED REAL PROPERTY LOCATED AT 14509 THIRD AVENUE N, SHORELINE, WASHINGTON, TAX PARCEL 288170-0373, AS SURPLUS, AND AUTHORIZING SALE OF THE REAL PROPERTY AS PROVIDED IN SHORELINE MUNICIPAL CODE, CHAPTER 3.55.

WHEREAS, Shoreline Municipal Code (SMC) Chapter 3.55 authorizes the City to dispose of real property surplus to the current or future needs of the City and where the disposition would afford the City a reasonable return from the sale; and

WHEREAS, to facilitate City's 145th Street Corridor Improvements and 145th Street/Interstate 5 Interchange Improvements capital projects, the City acquired real property located at 14509 Third Avenue N, Shoreline, Washington, Tax Parcel 288170-0373 ("Property") in 2022; and

WHEREAS, the appraised value of the Property at the time of acquisition in August 2022 was \$145.00 per square foot (\$2,187,325.00); however, to avoid condemnation proceedings, the City paid 10% over that value (\$2,405,700) as authorized by the City Council; and

WHEREAS, City Staff has determined that approximately 11,460 square feet of the Property, as described in Exhibit A and depicted in Exhibit B, is surplus to the City's current and future needs ("Surplus Property") and, sale would provide the City with a reasonable return on its investment; and

WHEREAS, real property may be declared surplus by the City Council if all of the procedures in SMC 3.55.011(A) have been completed; and

WHEREAS, a staff report has been provided to the City Council with the information mandated by SMC 3.55.011(A)(1) and the public hearing required by SMC 3.55.011(A)(2) was held on December 5, 2022, after proper notice; and

WHEREAS, RCW 3.55.012(C) states that if property can only be put to its highest and best use when aggregated with an abutter's property because of its size, shape, topography, or other restriction, the property may be negotiated for sale to the abutting property owner if the abutter is willing to purchase the property for fair market value or, if more than one qualifying abutter expresses an interest, then the City may solicit sealed bids from all such abutters; and

WHEREAS, the Surplus Property is located within the 145th Street Station Subarea and is zoned MUR-70; the appraised value determined that the highest and best use of the Surplus Property is the removal of the existing structure to make way for redevelopment consistent with its highest and best use as if vacant; and

WHEREAS, while the Surplus Property is surplus to the City's needs, this surplus determination is contingent on reserving a ten (10) foot wide temporary construction easement

along the southern edge of the Surplus Property, as shown in Exhibit B, to facilitate the construction of the capital projects and any purchaser must take title to the Surplus Property subject to that reservation without a reduction in the fair market value; and

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

Section 1. Declaration of Surplus Real Property. The City Council has determined that the portion of the real property located at 14509 Third Avenue N, Shoreline, Washington, Tax Parcel 288170-0373, described in Exhibit A and depicted in Exhibit B, is not currently needed by the City nor will it be needed in the future, and that the City will attain a reasonable return from its sale. Therefore, the City Council declares this real property surplus.

Section 2. Authorization to Sell and Dispose of Surplus Real Property. The City Manager is hereby authorized to sell and dispose of the surplus real property by negotiated sale to an abutting property owner as provided in SMC 3.55.012(C) and subject to the procedures and requirements set forth in SMC 3.55.012. If more than one qualifying abutting property owner expresses interest in purchasing the Property, the City Manager shall solicit sealed bids from all qualified owners and shall sell the bidder who is providing the City with a reasonable return equal to or more than the fair market value of the Property.

Section 3. Reservation of Temporary Construction Easement. Any sale of the Property pursuant to Section 2 shall reserve a temporary construction easement, as depicted on Exhibit B, for the City to facilitate the construction of the 145th Street Corridor Improvements and/or the 145th Street/I-5 Interchange Improvements. Given the temporary nature of the easement, said easement shall not reduce the fair market value of the Surplus Property by a qualifying buyer.

Section 4. Minimum Acceptable Price. As provided in SMC 3.55.011(B)(3), the real property shall be sold for at least 100% of the market value as established by written independent appraisal for the property or for such other reasonable and lawful terms and conditions the City Manager determines to be in the best interests of the City. Provided, that if the sale price is below the market value, the City Manager shall receive City Council approval prior to completion of the sale.

ADOPTED BY THE CITY COUNCIL ON _____, 2022.

Mayor Keith Scully

ATTEST:

Jessica Simulcik Smith, City Clerk

EXHIBIT A

SURPLUS DESCRIPTION

SE ¼, SW ¼ SEC. 17, T. 26 N., R. 4 E., W.M.

KING COUNTY, WASHINGTON

TPN 288170-0373

THAT PORTION OF LOT 1 OF KING COUNTY SHORT PLAT NO. 778047, RECORDED UNDER RECORDING NUMBER 7812121103, RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH AN UNDIVIDED 1/4TH INTEREST IN PRIVATE ROAD WITHIN SAID SHORT PLAT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING THE NORTHERLY RIGHT OF WAY OF NORTH 145TH STREET;
THENCE NORTH 00°02'43" WEST ALONG THE WEST LINE OF SAID LOT 1, 24.51 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE CONTINUING NORTH 00°02'43" WEST ALONG SAID WEST LINE, 87.96 FEET TO THE NORTH LINE OF SAID LOT 1;
THENCE NORTH 85°57'15" EAST ALONG SAID NORTH LINE, 128.31 FEET TO THE EAST LINE OF SAID LOT 1, ALSO BEING THE WESTERLY RIGHT OF WAY OF 3RD AVENUE NORTHEAST (PRIVATE DRIVE);
THENCE SOUTH 00°02'43" EAST ALONG SAID EAST LINE, 86.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 555.50 FEET, THE CENTER OF WHICH BEARS NORTH 11°30'06" WEST;
THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°16'44", FOR AN ARC LENGTH OF 128.74 FEET TO THE **TRUE POINT OF BEGINNING**;

SAID PORTION CONTAINING 11,460 SQUARE FEET, MORE OR LESS.



11/9/2022



CITY OF SHORELINE PUBLIC HEARING NOTICE: Declaration of Surplus Property

The City Council of the City of Shoreline will hold a Public Hearing during a regular meeting of the City Council on **Monday, December 5, 2022**, at 7:00 p.m. in the Council Chamber at Shoreline City Hall, 17500 Midvale Avenue N., Shoreline, WA 98133 to consider the following: City of Shoreline's intent to surplus one (1) property located along N 145th Street as those portions are not required for the City's 145th Corridor (Phase 1) Project. The property is located at:

Site Address	Tax Parcel No.	Proposed Surplus (square feet)
14509 3rd Avenue N	288170-0373	11,460 sf

This hearing is being held pursuant to SMC 3.55 and RCW 39.33.020.

This meeting is being conducted in a hybrid format and you may attend the meeting in person or join via Zoom webinar or over the telephone. For those wishing to attend remotely through Zoom, you may join through this link: <https://zoom.us/j/95015006341>, or by phone at 253-215-8782 and enter the webinar ID#: 950 1500 6341.

Public testimony is being accepted in person, remotely, or by submitting written comment. In person public commenters must sign up in person at the meeting, and remote public commenters must sign-up online by 6:30 p.m. the night of the meeting using the following form: <http://www.shorelinewa.gov/government/council-meetings/city-council-remote-speaker-sign-in>. A request to sign-up can also be made directly to the City Clerk at (206) 801-2230. Written comments should be submitted to Cory Nau, PE, Project Manager, at cnau@shorelinewa.gov by no later than 4:00 p.m. local time on the date of the hearing.

Any person requiring a disability accommodation should also contact the City Clerk at 206-801-2230 in advance for more information. For TTY telephone services call 206-546-0457. Each request will be considered individually according to the type of request, the availability of resources, and the financial ability of the City to provide the requested services or equipment.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Council Overview on Snow and Ice Event Right-of-Way Plowing Planning and Operations
DEPARTMENT:	Public Works
PRESENTED BY:	Lance Newkirk, Utility and Operations Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Citywide Snow and Ice Event Planning and Operations includes considerations for safety in the right-of-way (ROW), access to City facilities (parks, trails, restrooms, buildings), care for our most vulnerable populations (warming facility and overnight shelter), support for emergency responders (police and fire), and duration of event issues. Tonight, staff will present an overview on Snow and Ice Event ROW Plowing Planning and Operations. This discussion will include information on the policies staff use to guide operations, service priorities, available resources, environmental considerations, and future capabilities.

The purpose of tonight’s briefing is to share how the City prepares for and responds to snow and ice events so that Council can respond to resident and business questions.

RESOURCE/FINANCIAL IMPACT:

There are no direct current financial or resource impacts on this agenda item. Funding for snow and ice removal is included in the Public Works Operating Budget.

RECOMMENDATION

No action is required at this time; this item is for information and Staff recommends Council ask staff questions regarding the City’s snow and ice control operations.

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

BACKGROUND

Citywide Snow and Ice Event Planning and Operations includes considerations for safety in the right-of-way (ROW), access to City facilities (parks, trails, restrooms, buildings), care for our most vulnerable populations (warming facility and overnight shelter), support for emergency responders (police and fire), and duration of event issues. Safety in the ROW, through the removal of snow and ice from public streets and facilities, is the primary focus of City staff time and operational resources. The City's Public Works (PW) Department takes the lead for providing snow and ice control services for public streets, while Parks, Fleets and Facilities (PFF) is responsible for snow and ice control services at City facilities and their respective parking lots and sidewalks. PFF also provides reserve personnel to support PW snow and ice control operations as requested. During a snow and ice event, these services are considered emergency operations and take precedence over other operational tasks provided by PW and PFF.

DISCUSSION

The City's response to snow and ice events is guided by the [Snow and Ice Control Plan](#) (Plan), which was most recently updated in 2021. The Plan, which was developed to guide staff in planning for and conducting snow and ice control operations, sets reasonable goals and general practices to guide snowplowing and anti- and de-icing operations in the ROW, recognizing that many variables are encountered during these events and therefore precise methods of response must be a combination of policy, experience, and on-site judgment.

Snow and Ice Control Services

The City is resourced to provide winter weather services that match the fickle Pacific Northwest climate. Snow events and periods of sub-freezing temperatures can vary greatly from year to year due to meteorological conditions and weather patterns unique to our region. What follows are a few of the key elements of the City's snow and ice control strategies.

Planning – Preparation for the winter season begins in the early fall. Staff connect all snow and ice equipment (snowplows and spreaders) to their assigned vehicles to ensure that all equipment is operational. If problems are discovered, they are either repaired in-house or sent out for repair. Staff training follows the equipment readiness exercise. This is accomplished through the City's annual 'Snow School', which is held in late October or early November. All staff who serve as snowplow operators and support personnel receive classroom and field training. The training covers all aspects of our snow and ice control operations, from the administrative tasks to behind the wheel operations of the snowplows.

Route Management – Public Works provides anti-icing treatments and snow plowing services based on street classifications. Higher traffic volume streets (arterials) receive first priority. Secondary streets that funnel traffic to the arterials or collector streets have second priority. All other public streets are prioritized after these primary and secondary public streets. The current snowplow route map with primary and secondary routes identified is included as Attachment A.

Anti-icing/De-icing – Anti-icing is a proactive winter road maintenance strategy. It involves the application of liquid anti-icing products (also known as freezing-point depressants) to the roadway surface before a winter storm. Applying the product in dry weather prevents snow from becoming ice on the roadway. However, if it rains after application, the product can be washed away before it can be effective. De-icing, on the other hand, is a reactive treatment used to break the bond with the roadway surface after a snow and ice bond has already formed.

Personnel – Staff from multiple departments are involved in winter operations. PW staff have primary responsibility for snow removal and ice control on the City’s public streets and overall event management. Customer Response Team (CRT) staff work directly with PW in supporting street operations and fielding calls through the City’s main phone line. PFF staff are responsible for ensuring access to City facilities and parks. Service priorities for PFF staff include parking lot and sidewalk clearing at City Hall, Spartan Recreation, Richmond Highlands, and plowing the Interurban Trail. Secondly, PFF provides bathroom access to other City parks and supports PW as needed.

Equipment – PW has six vehicles available for snow plowing services on the City’s public streets. Two vehicles require commercial driver’s licenses (CDL) to operate due to their size and weight. These vehicles are assigned to the primary snow routes. The other four vehicles are assigned to secondary routes and are heavy duty vehicles that do not require a CDL to operate. PW also has two backhoes and a skidsteer loader available to load or move material. PFF has two light duty plow trucks available, one tractor and a Toolcat available for plowing parking lots and clearing sidewalks at their assigned facilities and parks. Equipment rental is also available if required.

Materials and Supplies – The City has a variety of materials and supplies to support snow and ice control operations, such as tire chains and plow blades to the chemicals applied to the street surface. Inventory is taken as part of seasonal preparations and items restocked as needed. The City maintains approximately 200 cubic yards of rock salt and 8,600 gallons of liquid anti and de-icing agent (calcium chloride) on hand. This amount of material is generally sufficient to sustain a weeklong event.

Facilities – Hamlin Maintenance Facility (HMF) is the command center for conducting all City snow and ice control operations. Other City facilities may house staff involved in a supporting role, but the HMF is where the Incident Commander, or “Snow Boss,” oversees the entire snow and ice control response. Staff report to HMF and the equipment and supplies used during the event are also located here.

Environmental Considerations – Some of the snow and ice fighting products can have negative environmental impacts. The two primary chemicals used today are road salt and calcium chloride. These products are used to combat the bonding of snow and ice to the pavement surface. As a Salmon Safe City, we have an obligation under this certification to minimize or negate these impacts. A few methods to help mitigate adverse environmental harm includes the judicious use of salt and using only the minimum amount required; equipment calibration as part of the seasonal prep activities to ensure product distribution is accurate; and using American Public Works Association (APWA) best management practices to minimize negative impacts to the environment.

Staff attendance at the annual APWA snow conference where national experts educate snowplow operators and winter weather event managers ensures City staff stay up to date on these evolving practices.

Future Capabilities – The future Ballinger Maintenance Facility (BMF) will provide new capabilities for the City's snow and ice control operations. This includes covered storage for the road salt and new liquid brine making capability that can lessen or eliminate the need for liquid calcium chloride. It will also eliminate reliance mid-event on outside vendors to provide us liquid product. The BMF will also nearly double our liquid storage capacity and give us the ability to experiment with even more environmentally friendly liquid products, such as beet juice or other organic products to further minimize negative environmental impacts.

Additionally, in 2022, the City ordered a second anti- and de-icing tank and spray equipment. This equipment will be added to an existing hook-lift vehicle and will improve response time to service the anti-icing routes by working in tandem with the existing liquid anti- and de-icing truck. The equipment is expected to be placed in service early in the first quarter of 2023.

Service Challenges

There are several challenges that impact the delivery of snow and ice control services within the City. While not an exhaustive list, the following are a few of the more problematic items that are present challenges with most snow and ice events.

Compact Snow and Ice – When snow has been compacted and bonds to the road surface, it is difficult to remove. This is exacerbated by irregular roadway surfaces found throughout the City. These irregular surfaces prevent the use of steel cutting blades on the City's snowplow fleet, as it risks damage to the plows. If a steel plow blade catches an uneven pavement surface edge, manhole, valve cover, catch basin, utility vault or other obstacles in the right-of-way, it can severely damage the plow and put it out of service. Because of this risk, the City uses hard rubber or polyethylene cutting blades that “glide” on the roadway surface and are less prone to catch an obstacle. Using the rubber or polyethylene cutting blades helps ensure snowplow uptime with the recognition that they are less effective than steel ones in addressing compact snow and ice conditions.

Residential Streets – The primary challenge with plowing residential streets is plow access caused by parked cars, lack of outlets, and nowhere to offload snow. Parked cars on either side of the street significantly narrow the road making access for the snowplows problematic and risky for vehicle damage. No outlet and cul-de-sac's streets present another challenge when they must turnaround, since plow vehicles are nearly 30-feet long. This challenge is exacerbated when cars are parked in the street. Unloading of snow from the plow blade as it plows the street leaves a one to one and a half foot physical barrier of snow that residents then must address to either access their car parked in the street or at the end of their driveway. The City receives regular complaints about the impacts of this on residents.

Solid Waste Collections – Garbage cans that are placed along the streets during snow events create another obstacle for snowplow operators to avoid. Like the challenges

mentioned for snowplow operators on residential streets, the contract solid waste provider has the same challenges of accessing clogged and narrow residential streets. For longer snow events that impact garbage and recycle collections, the solid waste service provider provides a roll off container in a central location (such as Hamlin Park) for residents drop off accumulated waste. While not a perfect solution, it does provide relief to those residences that choose to use the centralized service location.

Sidewalks – Sidewalk clearing is the responsibility of the abutting property owner as codified in [Shoreline Municipal Code 12.05.020](#). For City properties, PFF has responsibility for keeping sidewalks accessible during winter weather events. Prioritized properties include City Hall, Spartan Recreation Center, and Richmond Highlands. Other park properties receive services as staffing resources allow. The City often receives requests for additional sidewalk clearing, however, the City does not have the resources and it is the responsibility of the abutting property owner. Sidewalk clearing enforcement is challenging, as most winter events are over in a few days making the cost-benefit of pursuing enforcement impractical.

Bus Routes and Stops – The City’s snowplow route map overlays with the King County-METRO Emergency Snow Network bus routes in Shoreline. However, the City is not responsible for removing snow at bus stops. Property owners adjacent to the bus stops are responsible for abutting sidewalks clearing, as stated above. Bus stop snow and ice control service resides with King County-METRO as the mass transit provider in Shoreline.

Shoreline School District – The City shares information with the School District regarding our snow and ice control operations. Changes made to the City’s snowplow routes and road closure maps are provided to the School District. Local road conditions prior to or during a snow or ice event are also shared. However, the School District’s bus route is extensive and covers more streets than the City’s primary and secondary snow and ice control routes. For longer snow events, the City does work to coordinate with the School District to support school bus operations.

Possible Discussion Questions

Staff prepared the following discussion questions for Council consideration to gain a better understanding of the City’s Snow and Ice Event ROW Plowing Planning and Operations:

- How do you coordinate with other regional emergency management agencies in the planning and implementation of the City’s snow response?
- What combination of policies, experience, and on-site judgement help staff determine when to re-run priority routes rather than continue to secondary routes?
- How do you coordinate with first responders during an event to assist them reach residents in distress?
- During a snow and ice event, when can PFF staff be deployed to parks to clear sidewalks and other facilities so the public can use the parks for recreation purposes?
- Does the City plow private roads or private property?

RESOURCE/FINANCIAL IMPACT:

There are no direct current financial or resource impacts on this agenda item. Funding for snow and ice removal is included in the Public Works Operating Budget.

RECOMMENDATION

No action is required at this time; this item is for information and Staff recommends Council ask staff questions regarding the City's snow and ice control operations.

ATTACHMENTS

Attachment A: Snow Removal Routes



Snow Removal Routes

Snow Removal Routes

- Primary
- Secondary
- Non-priority

City of Shoreline Boundary

- Metro Bus Route

157.3 Total Lane Miles



0 500 1000 2000 Feet

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

Request#: 28361

