



## AGENDA

### SHORELINE CITY COUNCIL WORKSHOP DINNER MEETING

Monday, July 9, 2007  
6:00 p.m.

Shoreline Conference Center  
Highlander Room

**TOPICS/GUESTS:** Washington State Lab

### SHORELINE CITY COUNCIL BUSINESS MEETING

Monday, July 9, 2007  
7:30 p.m.

Shoreline Conference Center  
Mt. Rainier Room

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:30
2. FLAG SALUTE/ROLL CALL		
3. REPORT OF THE CITY MANAGER		7:35
4. REPORTS OF BOARDS AND COMMISSIONS		
5. GENERAL PUBLIC COMMENT		7:40
<i>This is an opportunity for the public to address the Council on topics other than those listed on the agenda, and which are not of a quasi-judicial nature. The public may comment for up to three minutes; the Public Comment under Item 5 will be limited to a maximum period of 30 minutes. The public may also comment for up to three minutes on agenda items following each staff report. The total public comment period on each agenda item is limited to 20 minutes. In all cases, speakers are asked to come to the front of the room to have their comments recorded. Speakers should clearly state their name and city of residence.</i>		
6. APPROVAL OF THE AGENDA		7:55
7. CONSENT CALENDAR		8:00
(a) Approval of expenses and payroll as of June 21, 2007 in the amount of \$1,742,089.42	<u>1</u>	
(b) Ordinance No. 473 Authorizing the 2008-2013 Capital Improvement Plan (CIP) for the City of Shoreline	<u>3</u>	

- (c) Resolution No. 262 Authorizing the 2008-2013 Transportation Improvement Program (TIP) for the City of Shoreline 7
- (d) Ordinance No. 475 Creating an Economic Development Advisory Committee 11
- (e) Motion to Authorize the City Manager to Execute the Services Contract with AHBL for development of the Environmental Sustainability Strategy 15

**8. ACTION ITEMS: OTHER ORDINANCES, RESOLUTIONS, AND MOTIONS 8:00**


- (a) Motion to Authorize the City Manager to enter into a Pre-Development Agreement with OPUS Northwest, LLC, for the Design and Development of the Civic Center Project 19

**9. ADJOURNMENT 8:30**

*The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 546-8919 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 546-2190 or see the web page at [www.cityofshoreline.com](http://www.cityofshoreline.com). Council meetings are shown on Comcast Cable Services Channel 21 Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Council meetings can also be viewed on the City's Web site at [cityofshoreline.com/cityhall/citycouncil/index](http://cityofshoreline.com/cityhall/citycouncil/index).*

## CITY COUNCIL AGENDA ITEM

### CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Approval of Expenses and Payroll as of June 21, 2007
<b>DEPARTMENT:</b>	Finance
<b>PRESENTED BY:</b>	Debra S. Tarry, Finance Director 

#### EXECUTIVE / COUNCIL SUMMARY

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

#### RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$1,742,089.42 specified in the following detail:

##### **\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
5/20/07-6/02/07	6/8/2007	19289-19480	6409-6459	33003-33012	\$384,761.39
					\$384,761.39

##### **\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
6/14/2007	32968	32986	\$364,582.47
6/14/2007	32987	33002	\$71,575.30
6/18/2007	31650		(\$33.77)
	31804		(\$1.50)
6/18/2007	33013	33014	\$35.27
6/19/2007	33015	33028	\$876,690.70
6/19/2007	29081		(\$5.00)
6/19/2007	33029	33041	\$1,646.36
6/19/2007	33042	33052	\$27,674.17
6/20/2007	33053	33066	\$14,914.03
6/21/2007	33067		\$250.00
			\$1,357,328.03

Approved By: City Manager \_\_\_\_\_ City Attorney \_\_\_\_\_

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

**AGENDA TITLE:** Proposed 2008-2013 Capital Improvement Plan (CIP) and Adoption of Ordinance No. 473, Authorizing the City's 2008-2013 CIP  
**DEPARTMENT:** Finance  
**PRESENTED BY:** Debbie Tarry, Finance Director

**PROBLEM/ISSUE STATEMENT:**

On June 11, 2007, staff presented the proposed 2008 – 2013 CIP to the City Council. The following schedule has been followed to facilitate the adoption of the 2008 – 2013 CIP.

June 11, 2007	Presentation of the Proposed 2008 – 2013 CIP and TIP
June 18, 2007	Council Discussion on the Proposed 2008 – 2013 CIP and TIP
June 25, 2007	Public Hearing and Council Discussion on the Proposed 2008 – 2013 CIP and TIP
July 2, 2007	Continued Public Hearing and Council Discussion on the Proposed 2008 – 2013 CIP and TIP
July 9, 2007	Council Adoption of 2008 – 2013 CIP and 2008 – 2013 TIP

**FINANCIAL IMPACT:**

The Proposed 2008 – 2013 CIP is balanced as required by the Growth Management Act and totals \$172 million. The General Capital Fund totals \$32.9 million; City Facilities/Major Maintenance Fund totals \$340,000; Roads Capital Fund totals \$120.4 million; and Surface Water Utility Fund capital projects totals \$18.3 million.

Capital Fund	2008	2009	2010	2011	2012	2013	Total
General							
Capital	\$27,340,313	\$2,585,362	\$363,831	\$378,345	\$1,792,017	\$456,773	\$32,916,641
City Facilities	\$40,000	\$44,000	\$53,000	\$48,000	\$67,000	\$88,000	\$340,000
Roads							
Capital	\$20,461,211	\$26,849,156	\$28,809,247	\$20,515,392	\$21,433,743	\$2,358,632	\$120,427,380
SWM Capital	\$8,322,444	\$2,527,106	\$2,169,338	\$2,401,165	\$1,738,614	\$1,167,713	\$18,326,380
CIP By Year	\$56,163,968	\$32,005,624	\$31,395,416	\$23,342,901	\$25,031,373	\$4,071,118	\$172,010,402

Attachment A is a summary of the proposed 2008 - 2013 Capital Improvement Plan by project.

**RECOMMENDATION**

Staff recommends that the Council adopt the 2008 - 2013 Capital Improvement Plan, by approving Ordinance No. 473.

**ATTACHMENTS:**

Attachment A - Proposed 2008 - 2013 Capital Improvement Plan Summary

Attachment B – Ordinance No. 473, Adopting the 2008-2013 Capital Improvement Plan

Approved By:        City Manager  City Attorney \_\_\_\_

City of Shoreline 2008 - 2013 Capital Improvement Plan  
PROGRAM SUMMARY

EXPENDITURES		Proposed 2008	Proposed 2009	Proposed 2010	Proposed 2011	Proposed 2012	Proposed 2013	Total 2008-2013
Fund	Project							
<b>General Capital</b>								
<b>Facilities Projects</b>								
City Maintenance Facility	Civic Center/City Hall	\$0	\$0	\$0	\$0	\$1,400,000	\$0	\$1,400,000
		\$18,697,162	\$0	\$0	\$0	\$0	\$0	\$18,697,162
<b>Parks Projects</b>								
Richmond Beach Saltwater Park Improvements	Parks Repair and Replacement	\$241,000	\$242,000	\$252,000	\$263,000	\$273,000	\$283,920	\$2,440,000
	Richmond Beach Area Park Improvements Pump Station	\$381,000	\$145,893	\$0	\$0	\$0	\$0	\$1,554,920
	Saltwater Park Pedestrian Bridge Major Repair	\$220,000	\$0	\$0	\$0	\$0	\$0	\$526,893
	Cromwell Park Improvements	\$1,075,000	\$0	\$0	\$0	\$0	\$0	\$220,000
	Boeing Creek Park Improvements	\$943,899	\$0	\$0	\$0	\$0	\$0	\$1,075,000
	Baseball/Softball Field Improvements	\$110,000	\$115,000	\$0	\$0	\$0	\$0	\$943,899
	Hamlin Park Improvements	\$85,000	\$665,000	\$0	\$0	\$0	\$0	\$225,000
	Krueberg Gardens	\$475,000	\$0	\$0	\$0	\$0	\$0	\$750,000
	Off Leash Dog Park	\$140,000	\$0	\$0	\$0	\$0	\$0	\$475,000
	Trail Corridors	\$1,151,000	\$1,309,000	\$0	\$0	\$0	\$0	\$140,000
	Twin Ponds Park Soccer Field Improvements	\$1,112,000	\$0	\$0	\$0	\$0	\$0	\$2,460,000
	Twin Ponds Park Master Plan	\$0	\$0	\$0	\$0	\$0	\$50,000	\$1,112,000
	<b>Open Space Projects</b>							
Paramount Open Space		\$164,000	\$0	\$0	\$0	\$0	\$0	\$164,000
<b>Non-Project Specific</b>								
General Capital Engineering	General Fund Cost Allocation Charge	\$71,498	\$74,715	\$78,077	\$81,591	\$85,263	\$89,099	\$480,243
		\$33,754	\$33,754	\$33,754	\$33,754	\$33,754	\$33,754	\$202,524
General Capital Fund Total		\$27,340,313	\$2,585,362	\$363,831	\$378,345	\$1,792,017	\$456,773	\$32,916,641
<b>City Facilities - Major Maintenance</b>								
<b>Facilities Projects</b>								
Police Station Long-Term Maintenance		\$0	\$0	\$0	\$48,000	\$0	\$0	\$48,000
<b>Parks Projects</b>								
Pool Long-Term Maintenance		\$0	\$0	\$17,000	\$0	\$67,000	\$88,000	\$172,000
Richmond Highlands Community Center Long-Term Maintenance		\$40,000	\$44,000	\$36,000	\$0	\$0	\$0	\$120,000
City Facilities - Major Maintenance Fund Total		\$40,000	\$44,000	\$53,000	\$48,000	\$67,000	\$88,000	\$340,000

City of Shoreline 2008 - 2013 Capital Improvement Plan  
PROGRAM SUMMARY

EXPENDITURES Fund	Proposed 2008	Proposed 2009	Proposed 2010	Proposed 2011	Proposed 2012	Proposed 2013	Total 2008-2013
<i>Project</i>							
<b>Roads Capital Fund</b>							
<i>Pedestrian / Non-Motorized Projects</i>							
Curb Ramp, Gutter & Sidewalk Program	\$122,000	\$130,000	\$138,000	\$145,000	\$151,000	\$157,000	\$843,000
Sidewalks - Priority Routes	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$3,600,000
Traffic Small Works	\$220,000	\$232,000	\$248,000	\$261,000	\$273,000	\$285,000	\$1,519,000
<i>System Preservation Projects</i>							
Annual Road Surface Maintenance Program	\$822,000	\$888,000	\$959,000	\$450,000	\$450,000	\$753,000	\$4,322,000
Richmond Beach Overcrossing 167AOX	\$2,940,000	\$0	\$0	\$0	\$0	\$0	\$2,940,000
Traffic Signal Rehabilitation	\$168,000	\$0	\$0	\$0	\$0	\$0	\$168,000
<i>Safety / Operations Projects</i>							
Neighborhood Traffic Safety Program	\$192,000	\$202,000	\$213,000	\$223,000	\$230,000	\$239,000	\$1,299,000
145th Dual Left Turn at Aurora and New Traffic Signal at 149th	\$0	\$0	\$150,000	\$175,000	\$175,000	\$0	\$500,000
Traffic Signal at 170th/15th Ave NE	\$365,000	\$0	\$0	\$0	\$0	\$0	\$365,000
Aurora Avenue North 165th-205th	\$14,718,000	\$18,719,311	\$20,007,245	\$18,060,685	\$18,945,760	\$0	\$90,451,001
Aurora Avenue North 165th - 205th Utility Improvements	\$0	\$5,940,000	\$6,415,000	\$0	\$0	\$0	\$12,355,000
<b>Non-Project Specific</b>							
Transportation Improvements Formulation & Engineering	\$258,531	\$270,165	\$282,322	\$295,027	\$303,303	\$321,952	\$1,731,299
General Fund Cost Allocation Overhead Charge	\$55,680	\$55,680	\$55,680	\$55,680	\$55,680	\$55,680	\$334,080
<b>Roads Capital Fund Total</b>	<b>\$20,461,211</b>	<b>\$27,037,166</b>	<b>\$29,068,247</b>	<b>\$20,265,392</b>	<b>\$21,183,743</b>	<b>\$2,411,632</b>	<b>\$120,427,380</b>



City of Shoreline 2008 - 2013 Capital Improvement Plan  
PROGRAM SUMMARY

EXPENDITURES Fund	Proposed 2008	Proposed 2009	Proposed 2010	Proposed 2011	Proposed 2012	Proposed 2013	Total 2008-2013
<i>Project</i>							
<b>Surface Water Capital</b>							
<b>Flood Protection Projects</b>							
Surface Water Small Projects	\$184,000	\$197,000	\$210,000	\$222,000	\$233,000	\$243,000	\$1,289,000
Boeing Creek Park Stormwater Project	\$785,000	\$0	\$0	\$0	\$0	\$0	\$785,000
East Boeing Creek Drainage Improvements	\$858,000	\$469,000	\$0	\$0	\$0	\$0	\$1,327,000
Hillwood Park Emergency Bypass	\$0	\$0	\$52,000	\$387,000	\$0	\$0	\$439,000
N 167th & Whitman Avenue N Drainage Impvs.	\$152,000	\$0	\$0	\$0	\$0	\$0	\$152,000
N 148th St. Near Linden Ave N Drainage Improvement	\$219,000	\$46,000	\$0	\$0	\$0	\$0	\$265,000
Pan Terra Pond & Pump Project	\$2,155,000	\$0	\$0	\$0	\$0	\$0	\$2,155,000
Pump Station No. 25	\$0	\$264,000	\$0	\$0	\$0	\$0	\$264,000
Cromwell Park Wetland	\$291,000	\$0	\$0	\$0	\$0	\$0	\$291,000
Cromwell Park Pond	\$291,000	\$0	\$0	\$0	\$0	\$0	\$291,000
Thornton Creek Corridor	\$2,469,000	\$0	\$0	\$0	\$0	\$0	\$2,469,000
Ronald Bog Park Wetland	\$0	\$70,000	\$501,000	\$0	\$0	\$0	\$571,000
<b>Water Quality Facilities</b>							
Darnell Park Wetpond	\$123,000	\$0	\$0	\$0	\$0	\$0	\$123,000
Cromwell Park Wetpond	\$165,000	\$0	\$0	\$0	\$0	\$0	\$165,000
<b>Stream Rehabilitation/Habitat Enhancement</b>							
Stream Rehab / Habitat Enhancement Program	\$63,000	\$67,000	\$72,000	\$76,000	\$79,000	\$83,000	\$440,000
Boeing Creek Reach 1 - Bank Stabilization	\$0	\$730,000	\$679,000	\$875,000	\$551,000	\$405,000	\$3,240,000
Boeing Creek Reach 8 - Bank Stabilization	\$0	\$304,000	\$262,000	\$434,000	\$454,000	\$0	\$1,454,000
Green (Shore) Streets Initiative	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
<b>Non-Project Specific</b>							
SWM CIP Project Formulation & Engineering	\$281,371	\$294,033	\$307,265	\$321,092	\$335,541	\$350,640	\$1,889,942
General Fund Cost Allocation Overhead Charge	\$86,073	\$86,073	\$86,073	\$86,073	\$86,073	\$86,073	\$516,438
<b>Surface Water Capital Fund Total</b>	<b>\$8,322,444</b>	<b>\$2,527,106</b>	<b>\$2,169,338</b>	<b>\$2,401,165</b>	<b>\$1,738,614</b>	<b>\$1,167,713</b>	<b>\$18,326,380</b>
<b>TOTAL EXPENDITURES</b>	<b>\$56,163,968</b>	<b>\$32,193,624</b>	<b>\$31,654,416</b>	<b>\$23,092,901</b>	<b>\$24,781,373</b>	<b>\$4,124,118</b>	<b>\$172,010,401</b>

City of Shoreline 2008 - 2013 Capital Improvement Plan  
PROGRAM SUMMARY

EXPENDITURES		Proposed 2008	Proposed 2009	Proposed 2010	Proposed 2011	Proposed 2012	Proposed 2013	Total 2008-2013
Fund	Project							
<b>RESOURCES</b>								
	General Fund Contribution	\$874,509	\$878,215	\$892,017	\$905,918	\$919,920	\$934,027	\$5,404,605
	Real Estate Excise Tax - 1st Quarter Percent	\$841,500	\$458,330	\$475,497	\$493,007	\$510,867	\$529,084	\$3,308,285
	Real Estate Excise Tax - 2nd Quarter Percent	\$841,500	\$858,330	\$875,497	\$893,007	\$910,867	\$929,084	\$5,308,284
	Fuel Tax	\$603,138	\$615,201	\$627,505	\$640,055	\$652,856	\$665,913	\$3,804,669
	Surface Water Fees	\$1,174,820	\$1,237,523	\$1,181,639	\$1,242,122	\$1,347,513	\$1,565,834	\$7,749,451
	Investment Interest Income	\$569,147	\$289,301	\$259,372	\$164,248	\$197,127	\$49,394	\$1,528,589
	Lease Savings & Revenue	\$500,000	\$200,000	\$200,000	\$200,000	\$100,000	\$0	\$1,200,000
	<u>Municipal Financing</u>	<u>\$12,750,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$12,750,000</u>
	<u>Other Financing for Surface Water</u>	<u>\$0</u>	<u>\$1,500,000</u>	<u>\$2,000,000</u>	<u>\$1,500,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,000,000</u>
	Public Works Trust Fund Loan	\$2,052,090	\$0	\$0	\$0	\$0	\$0	\$2,052,090
	Grants - Awarded	\$17,174,790	\$16,344,662	\$0	\$0	\$0	\$0	\$33,519,452
	<u>Future Grants</u>	<u>\$125,000</u>	<u>\$75,000</u>	<u>\$200,000</u>	<u>\$225,000</u>	<u>\$225,000</u>	<u>\$50,000</u>	<u>\$900,000</u>
	<u>Future Grants - Aurora 165th - 205th</u>	<u>\$0</u>	<u>\$1,000,000</u>	<u>\$16,507,000</u>	<u>\$17,002,435</u>	<u>\$16,662,553</u>	<u>\$0</u>	<u>\$51,171,988</u>
	King County Mitigation (Brightwater, Hidden Lake)	\$1,417,570	\$145,893	\$0	\$0	\$0	\$0	\$1,563,463
	Bond Issue	\$6,245,000	\$2,014,000	\$0	\$0	\$0	\$0	\$8,259,000
	Utility Reimbursements	\$0	\$5,940,000	\$6,415,000	\$0	\$0	\$0	\$12,355,000
	In-Lieu of Sidewalk Fees	\$49,003	\$38,601	\$118,406	\$184,688	\$0	\$0	\$390,698
	LID Participation	\$0	\$0	\$0	\$300,000	\$300,000	\$300,000	\$900,000
	Use of Accumulated Fund Balance	\$10,945,901	\$598,568	\$1,902,484	(\$367,579)	\$2,954,670	(\$899,218)	\$14,844,827
	<b>TOTAL RESOURCES</b>	<b>\$56,163,968</b>	<b>\$32,193,624</b>	<b>\$31,654,416</b>	<b>\$23,092,901</b>	<b>\$24,781,373</b>	<b>\$4,124,118</b>	<b>\$172,010,401</b>

**ORDINANCE NO. 473**

**AN ORDINANCE OF THE CITY OF SHORELINE,  
WASHINGTON, ADOPTING THE 2008 - 2013 SIX-YEAR  
CAPITAL IMPROVEMENT PLAN**

WHEREAS, the City Council adopted Ordinance No. 428 on July 24, 2006 which adopted the 2007 – 2012 Capital Improvement Plan; and

WHEREAS, the City Council conducted a public hearing on the proposed 2008-2013 Capital Improvement Plan on June 25, 2007 and July 2, 2007; and

WHEREAS, the State Growth Management Act (RCW 36.70A) requires the adoption of the Capital Improvement Plan;

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

**Section 1.** Adopting the 2008 - 2013 Capital Improvement Plan. The City hereby adopts the six-year Capital Improvement Plan for the years 2008 – 2013 filed with the City Clerk under Clerk's Receiving No. 4368.

**Section 2.** Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force July 17, 2007.

**PASSED BY THE CITY COUNCIL ON JULY 9, 2007.**

\_\_\_\_\_  
Mayor Robert Ransom

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott Passey, CMC  
City Clerk

\_\_\_\_\_  
Ian Sievers  
City Attorney

Date of Publication:  
Effective Date:

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

<b>AGENDA TITLE:</b>	Adoption of Resolution No. 262 Authorizing the City's Six-Year Transportation Improvement Program for the City of Shoreline
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Mark Relph, Public Works Director Phil Ramon, Administrative Services Manager

**PROBLEM/ISSUE STATEMENT:** On June 4, 2007, staff presented the proposed 2008-2013 Transportation Improvement Program (TIP) to the City Council. In accordance with TIP adoption requirements, a public hearing was conducted on June 25, 2007 to solicit public comments on the proposed projects. A resolution is required to adopt the 2008 – 2013 TIP. Resolution No. 262 is attached for your review and execution. The TIP is used to secure federal funding for transportation projects as part of the Statewide Transportation Improvement Program (STIP).

**FINANCIAL IMPACT:** The projects identified in the City's TIP are outlined in the Roads Capital Fund of the 2008 -2013 Capital Improvement Program. The attached resolution provides a summary of the proposed 2008-2013 TIP projects.

**RECOMMENDATION**

Staff recommends that Council adopt Resolution No. 262 authorizing the 2008 - 2013 Transportation Improvement Program.

Approved By:      City Manager  City Attorney \_\_\_\_

Attachment A – Resolution No. 262 adopting the 2008-2013 TIP

**RESOLUTION NO. 262**

**A RESOLUTION OF THE CITY COUNCIL THE CITY OF SHORELINE, WASHINGTON, ADOPTING A SIX-YEAR (2008 – 2013) TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND TRANSPORTATION IMPROVEMENT BOARD.**

WHEREAS, pursuant to the requirements of Chapter 35.77 and 47.26 RCW, the City Council of the City of Shoreline has previously adopted a Comprehensive Plan including a Capital Improvement Plan, and

WHEREAS, the City Council of the City of Shoreline has reviewed the work accomplished under the said Program, determined current and future City Street needs, and based upon these findings a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years has been prepared as part of the Annual Capital Improvement Plan update, and

WHEREAS, a public hearing has been held on the Six-Year Transportation Improvement Program.

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

That the 2008-2013 Annual Update of the Six Year Transportation Improvement Program is approved.

**Section 1.** **Program Adopted.** The Six-Year Transportation Improvement Program for the City of Shoreline for the ensuing six (6) calendar years (2008 – 2013, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth, which Program sets forth the project location, type of improvement and estimated cost thereof and Annual Programs such as the Annual Overlay Program, is hereby adopted and approved.

**Section 2.** **Filing of Program.** Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

**ADOPTED BY THE CITY COUNCIL ON JULY 9, 2007.**

\_\_\_\_\_  
Mayor Robert L. Ransom

**ATTEST:**

\_\_\_\_\_  
Scott Passey  
City Clerk

## City of Shoreline 2008 - 2013 Transportation Improvement Plan

EXPENDITURES Fund Project	Proposed 2008	Proposed 2009	Proposed 2010	Proposed 2011	Proposed 2012	Proposed 2013	Total 2008-2013
<b>Roads Capital Fund</b>							
<b><i>Pedestrian / Non-Motorized Projects</i></b>							
Curb Ramp, Gutter & Sidewalk Program	\$122,000	\$130,000	\$138,000	\$145,000	\$151,000	\$157,000	\$843,000
Sidewalks - Priority Routes	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$3,600,000
Traffic Small Works	\$220,000	\$232,000	\$248,000	\$261,000	\$273,000	\$285,000	\$1,519,000
<b><i>System Preservation Projects</i></b>							
Annual Road Surface Maintenance Program	\$822,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$4,322,000
Richmond Beach Overcrossing 167AOX	\$2,940,000	\$0	\$0	\$0	\$0	\$0	\$2,940,000
Traffic Signal Rehabilitation	\$168,000	\$0	\$0	\$0	\$0	\$0	\$168,000
<b><i>Safety / Operations Projects</i></b>							
Neighborhood Traffic Safety Program	\$192,000	\$202,000	\$213,000	\$223,000	\$230,000	\$239,000	\$1,299,000
145th Dual Left Turn at Aurora and New Traffic Signal at 149th	\$0	\$0	\$150,000	\$175,000	\$175,000	\$0	\$500,000
Traffic Signal at 170th/15th Ave NE	\$365,000	\$0	\$0	\$0	\$0	\$0	\$365,000
Aurora Avenue North 165th-205th	\$14,718,000	\$18,719,311	\$20,007,245	\$18,060,685	\$18,945,760	\$0	\$90,451,001
Aurora Avenue North 165th - 205th Utility Improvements	\$0	\$5,940,000	\$6,415,000	\$0	\$0	\$0	\$12,355,000
<b><i>Non-Project Specific</i></b>							
Transportation Improvements Formulation & Engineering	\$258,531	\$270,165	\$282,322	\$295,027	\$303,303	\$321,952	\$1,731,299
General Fund Cost Allocation Overhead Charge	\$55,680	\$55,680	\$55,680	\$55,680	\$55,680	\$55,680	\$334,080
<b>Roads Capital Fund Total</b>	<b>\$20,461,211</b>	<b>\$26,849,156</b>	<b>\$28,809,247</b>	<b>\$20,515,392</b>	<b>\$21,433,743</b>	<b>\$2,358,632</b>	<b>\$120,427,380</b>

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

<b>AGENDA TITLE:</b> Economic Development Advisory Committee <b>DEPARTMENT:</b> City Manager's Office <b>PRESENTED BY:</b> Tom Boydell, Economic Development Manager
--

**PROBLEM/ISSUE STATEMENT:**

The Council has provided staff direction to establish a standing committee, to be called an Economic Development Advisory Board. In response, staff has drafted the ordinance for that purpose.

**BACKGROUND:**

On May 21 the Council discussed the proposal for establishing the Economic Development Advisory Committee and provided staff with further direction. The Council expressed sensitivity to the busy schedules that committee volunteers may have, especially those running a small business. With that in mind, there was consensus to have the committee be "committee-driven." The intent is to provide flexibility in scheduling meetings and with frequency of meetings. Nevertheless, the ordinance specifies meeting at a minimum once every two months.

The Council also provided further direction regarding the composition of the committee, adding an additional business appointee from the Aurora Corridor and five at-large appointees. Likewise, the Council expressed their desire for having a well-balanced, representative group including diversity by geography, minority-owned businesses, and a variety of business types. The Council also wanted appointees to be willing to find effective ways to solicit feedback from those they represented.

**FINANCIAL IMPACT:**

Management: The demand on the Economic Development Manager's time will vary from month-to-month but will be absorbed into current workload planning and budget. Time will be needed both for meetings of the Advisory Committee and for individual meetings and conversations with Advisory Board Chairpersons and members as may be needed. Time will also be required to assist with the committee meetings, record-keeping and related matters.

Administrative Staffing Needs: Administrative support will be provided by the City Managers office to schedule meetings, take minutes, prepare meeting materials, distribute agendas, etc. It is estimated that this work may require 12 to 20 hours per month on average. This would be an additional cost of approximately \$3,300 to \$5,500 per year. For the remainder of 2007, it will be absorbed within the current Economic Development Budget; however, for 2008, the added cost will be included in the baseline budget.

**RECOMMENDATION:**

Staff recommends that the Council adopt Ordinance 475 to create an Economic Development Advisory Board.

**ATTACHMENTS**

- Attachment A: Ordinance 475
- 

Approved By:

City Manager



City Attorney

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## ORDINANCE NO. 475

### AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, CREATING AN ECONOMIC DEVELOPMENT ADVISORY COMMITTEE.

WHEREAS, on March 27, 2006, the City Council unanimously approved Resolution No. 214-A-4, adopting the Economic Development Strategic Plan 2006-2011; and,

WHEREAS, the City Council wishes to encourage ongoing citizen input and business input into the economic development planning process by establishing a permanent advisory committee to assist the City; now therefore,

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

**Section 1. New Chapter.** A new Chapter 2.65 *Economic Development Advisory Committee* is added to the Shoreline Municipal Code to read as follows:

.010 Created – Purpose-Responsibilities. The Economic Development Advisory Committee is created to provide guidance and direction for Shoreline's future economic prosperity and growth. The Advisory Committee will provide citizen review and business expertise in advising the City Council and City Manager on the implementation and updating of the City's Economic Development Strategic Plan including budget allocations and administration of the economic development program. The committee shall submit an annual report to the City Council by July 1<sup>st</sup> reviewing activities of the past year and recommending actions that will advance the City's economic development goals.

#### .020 Membership-Appointments.

A. The Economic Development Advisory Committee shall consist of 16 members, each of whom shall be appointed for a term of two (2) years. Terms shall expire the 31<sup>st</sup> day of August of odd-numbered years beginning in 2009. No member shall be appointed for more than three (3) consecutive terms.

B. Members shall reside, own property or operate a business in Shoreline and represent interests in economic development, community development, business, or real estate development. Members should be selected as follows.:

1. Representatives from the Chamber of Commerce, Forward Shoreline, Shoreline School District, Shoreline Community College, and the Shoreline Planning Commission.
2. Six (6) business representatives from the Aurora Corridor (including Aurora Village and Aurora Square) (3), the Ballinger

Commercial Area (1), Richmond Beach or Richmond Highlands (1), and North City or other Eastside commercial neighborhoods (1).

3. Five (5) "at large" members.

C. Members will be recommended for appointment by the City Manager and confirmed by the City Council.

D. Members may be removed by the City Manager, with the concurrence of the City Council, for failure to comply with laws and city policies relating to conduct of public officials, failure to meet membership qualifications, or for unexcused absence from more than three (3) consecutive regular meetings. Vacancies shall be filled for unexpired terms in the same manner as for appointments.

.030 Organization: Members will serve without compensation but may be reimbursed for reasonable expenses associated with committee activities pursuant to City policy. Members shall select a chairperson and vice chairperson and establish rules for conducting their meetings. The committee shall meet regularly at least every 60 days and as needed, and issue meeting agendas and minutes. Administrative staff shall be provided to support the Committee's meetings and other activity.

**Section 2. Publication, Effective Date.** This ordinance shall take effect and be in full force five days after passage and publication of a summary consisting of the title.

**PASSED BY THE CITY COUNCIL ON JULY 9, 2007.**

\_\_\_\_\_  
Mayor Robert L. Ransom

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Passey  
City Clerk

\_\_\_\_\_  
Ian Sievers  
City Attorney

Date of Publication: July , 2007  
Effective Date: July , 2007

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

<b>AGENDA TITLE:</b>	Environmental Sustainability Strategy Contract Award
<b>DEPARTMENT:</b>	Planning and Development Services
<b>PRESENTED BY:</b>	Joe Tovar, Director, Planning & Development Services Juniper Garver-Hume, Planner, Planning & Development Services

**PROBLEM/ISSUE STATEMENT:**

Staff is recommending in this report that Council authorize the City Manager to execute the services contract with AHBL for development of the Environmental Sustainability Strategy, for an amount not to exceed \$75,000.

The Environmental Sustainability Strategy, Request for Qualifications (RFQ) No. 4289, was discussed at the May 7<sup>th</sup>, 2007 Council meeting as part of the update on Council Goal 6: "Create an Environmentally Sustainable Community." The purpose of this services contract to develop a strategy with the following objectives:

- Criteria for environmentally sustainable decision making;
- Assessment of how the city is doing so far and suggestions for improvement
- Measures for tracking progress towards environmental sustainability;
- Capacity assessment for implementation of the proposed strategy including financial, staffing, and community involvement requirements.

The City's new Sustainability Team reviewed eight Statements of Qualifications and interviewed the top two finalists. AHBL demonstrated the best mix of experience, relevant expertise, and strongest approach proposal combined with the ability to do the project on time and on budget.

Council authorization to execute this contract is necessary at this point in time to move forward with implementation of this goal.

**FINANCIAL IMPACT:**

The City Council approved \$100,000 in the 2007 budget to support the preparation of a Strategy to Create a Sustainable City of Shoreline. The proposed contract amount for this purpose is \$75,000.

**RECOMMENDATION**

Staff recommends that the Council authorize the City Manager to execute the services contract with AHBL for development of the Environmental Sustainability Strategy, for an amount not to exceed \$75,000.

Approved By: City Manager  City Attorney \_\_\_\_

## **INTRODUCTION**

The City Council adopted "Create an Environmentally Sustainable Community" as Council Goal 6 of the 2007-2008 Council Goals. Council was presented with a Goal 6 Project Status update on May 7<sup>th</sup>, 2007 and subsequently adopted the complementary Resolution No. 260, expressing the City's interest in being designated as a "Cascade Agenda City." The interdepartmental sustainability teams continue to work on implementation of this goal and are ready to be work with this consultant on developing an overarching Environmental Sustainability Strategy for achieving this goal and is the first step towards becoming a Cascade Agenda City. This Strategy will provide future guidance and support for other City projects and goals underway concurrently with the strategy development, such as the Urban Forestry Assessment, the Pilot Green Street project, the City's capital improvement projects, and support of the Mayor's Climate Protection Agreement.

## **BACKGROUND**

In April 2007, the City of Shoreline solicited Statements of Qualifications from consultant teams for the preparation of an Environmental Sustainability Strategy. Eight consultant teams submitted proposals for the Sustainability Strategy project. After a thorough interview process, the firm of AHBL, with sub-consultant O'Brien and Company, was selected.

Once this contract is awarded, the consultant will work with City Staff from Planning and Development Services, Public Works, Finance/Information Technology, and Parks to develop an overarching strategy that will guide the City's decision making and track progress towards an Environmentally Sustainable Community.

The project scope of services includes:

- Defining the concept of "sustainability" more specifically for the purposes of this project, including a working mission statement and framework goals and objectives.
- Researching other communities' with similar or relevant characteristics that have sustainability programs and developing recommendations for sustainability related decision-making criteria and appropriate baseline conditions and measures that can be easily established using existing data.
- Assessing existing City policies, codes, programs and operations and make recommendations regarding what contributes to and what hinders sustainability and what the City can do differently.
- Facilitating two Community Conversations to ensure that the criteria and measures of sustainability selected are the ones that are important to the residents of Shoreline and to identify the community resources and commitment to the Strategy Implementation. A conceptual mapping exercise that centers on a discussion of and citizen collaboration on identifying a Green Infrastructure system will be included as part of this process.

- Presenting the *Sustainability Strategy* concepts, findings, and draft recommendations to City Council for review and feedback prior to compiling the Draft Environmental Sustainability Strategy.
- Incorporating Council comments, public input and staff revisions to create the City of Shoreline Environmental Sustainability Strategy for adoption by City Council in early 2008.

The Sustainability Strategy development contract is scheduled to begin shortly after authorization from Council and the target for final adoption for this Strategy is February 2008.

### **RECOMMENDATION**

Staff recommends that the Council authorize the City Manager to execute the services contract with AHBL for development of the Environmental Sustainability Strategy, for an amount not to exceed \$75,000.

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

<b>AGENDA TITLE:</b>	Civic Center Predevelopment Agreement
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Robert L. Olander, City Manager Jesus Sanchez, Civic Center Project Manager William Angle, Project Consultant

**ISSUE STATEMENT:**

The purpose of this report is to request Council to authorize the City Manager to enter into a Predevelopment Agreement (Agreement) with OPUS Northwest, L.L.C. (Developer) for the design and development of the Civic Center Project. This Agreement authorizes the Developer to proceed with certain predevelopment activities required for the Civic Center Project to meet the project development schedule. Under this agreement, the Developer will receive compensation for the work performed and services rendered for the contract fee agreed to by both parties.

**FINANCIAL IMPACT:**

There are sufficient funds within the 2007 Civic Center CIP to compensate the Developer for expenditures that will be incurred to perform predevelopment activities as outlined in the Predevelopment Agreement. The contract fee will not exceed Four Hundred Ninety-Four Thousand Five Hundred Ninety Dollars (\$494,590).

The Predevelopment Agreement authorizes OPUS Northwest, L.L.C. to plan, design, engineer, coordinate and administer a pre-development process which will result in documents sufficient for OPUS Northwest, L.L.C. to achieve a Guaranteed Maximum Price ("GMP") for completion of the Civic Center Project. All such work and the GMP will be incorporated into a final Project Development Agreement between the parties.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to enter into a Predevelopment Agreement with OPUS Northwest, L.L.C. for the design and development of the Civic Center Project in an amount not to exceed Four Hundred Ninety-Four Thousand Five Hundred Ninety Dollars (\$494,590).

Approved By:      City Manager  City Attorney \_\_\_\_\_

## **INTRODUCTION**

The purpose of this report is to request Council to authorize the City Manager to enter into a Predevelopment Agreement (Agreement) with OPUS Northwest, L.L.C. (Developer) for the design and development of the Civic Center Project. This Agreement authorizes the Developer to proceed with certain predevelopment activities required for the Civic Center Project to meet the project development schedule. Under this agreement, the Developer will receive compensation for the work performed and services rendered for the contract fee agreed to by both parties.

## **BACKGROUND**

On June 11, 2007, staff presented to Council an informational status report of the Civic Center Project. Through the Request for Proposal process, the Civic Center Project Selection Committee had completed its selection of OPUS Northwest, L.L.C. as the Developer and its development team for the Civic Center Project.

The next step for the City and OPUS Northwest, L.L.C. is to enter into a collaborative predevelopment process to plan, design, develop, finance and construct the Civic Center Project. This process will begin with the execution of a Predevelopment Agreement between the City of Shoreline and OPUS Northwest, L.L.C.

## **DISCUSSION**

The Predevelopment Agreement (**Attachment A**) will authorize the Developer to proceed with predevelopment activities required for the Civic Center Project. Under the Agreement, the City reserves the right to terminate or suspend the Agreement at any time, with or without cause, by giving fourteen (14) days notice to OPUS Northwest, L.L.C. in writing. In the event of such termination or suspension, all work products shall be turned over to the City. OPUS Northwest, L.L.C. reserves the right to terminate this Agreement with not less than thirty (30) days written notice.

The following highlights the scope of services the Developer will perform under the Agreement. Predevelopment activities for the Civic Center include but are not limited to:

- **Project Design**

OPUS Northwest, L.L.C. will conduct public workshops, internal interviews and make presentations to Council to review various site, building, and sustainability options; coordinate with consultants to design a building to meet the space requirements and design parameters; coordinate surveys and all engineering input for the project through 30% design development; and establish a schedule for the project scope of work phase, with an additional master schedule for the entire project through construction completion with all distinct milestones.

- **Permits and Approvals**

Coordinate required permits with City and other required agencies; coordinate design review.

- **Administration**

Prepare development budgets and schedules for the Project and maintain updates of each; establish an accounting system to monitor all Project costs and provide cash flow projections for the term of the Project; prepare a monthly report to document all design decisions i.e., permit status, consultant contracts and Projects costs; review and approve payment of all consultant invoices; prepare a monthly summary of Project costs and submit to City with a request for payment; and oversee disbursement of funds. An important element of the pre-development process will be to develop a detailed budget and Guaranteed Maximum Price for the project.

Through the collaborative predevelopment process, the City of Shoreline and the Developer will negotiate and ultimately formalize a "Development Agreement" for the construction of the Shoreline Civic Center Facility. Most of the material terms of the Development Agreement have already been determined and agreed to by the Developer as part of its RFP submittal and accepted by the City in this Predevelopment Agreement. The final Development Agreement and the Guaranteed Maximum Price is subject to future Council review and approval.

### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to enter into a Predevelopment Agreement with OPUS Northwest, L.L.C. for the design and development of the Civic Center Project in an amount not to exceed Four Hundred Ninety-Four Thousand Five Hundred Ninety Dollars (\$494,590).

### **ATTACHMENTS**

Attachment A – Predevelopment Agreement between the City of Shoreline and OPUS Northwest, L.L.C.

Attachment B – General Project Schedule

**PREDEVELOPMENT AGREEMENT  
FOR THE  
SHORELINE CIVIC CENTER PROJECT**

**THIS PREDEVELOPMENT AGREEMENT** ("Agreement") is by and between City of Shoreline ("City") and OPUS Northwest, L.L.C. a Washington Limited Liability Corporation ("Developer") (hereinafter collectively the "parties"). This Agreement will be effective on the latest date on which either of the parties executes.

**WITNESSETH:**

**WHEREAS**, the City published a Request for Proposals RFP (the "RFP") with respect to selection of a developer that may develop a new Shoreline Civic Center building ("Civic Center") containing approximately 60,000 rentable square feet, plus or minus (the "Project"), on property currently owned by the City (the "Property");

**WHEREAS**, based upon its response to the RFP, Developer has been selected as the Developer of the Project, subject to execution of a Development Agreement, and the City agrees to certain maximum fees proposed by the Developer;

**WHEREAS**, Developer and the City desire to proceed with certain predevelopment activities required for the Project in order to timely proceed with Project development schedule.

**WHEREAS**, the expenditures for the Predevelopment Activities are a necessary expense for Developer to incur to proceed with the timely development of the Project;

**WHEREAS**, the City agrees that in order to ensure that this Project proceeds in a timely fashion, the City will reimburse Developer a portion of the RFP guaranteed design and engineering fees for Predevelopment Activities, as set forth in this Agreement;

**NOW, THEREFORE**, the parties agree as follows:

**1. Scope of Services to be Performed by the Developer.**

- A. The Developer shall perform Predevelopment Services outlined in **Exhibit A**. In performing these services, the Developer shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
- B. The City's review or acceptance of plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve Developer of responsibility for the technical adequacy or accuracy thereof; provided that the requirements identified by the City are correct. Neither the City's review or acceptance of, nor payment for, any of the services shall be construed

to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **2. Compensation.**

Predevelopment Activities will be compensated at a fixed fee of Four Hundred Ninety-Four Thousand, Five Hundred Ninety Dollars (\$494,590), including all fees and reimbursable expenses. Subject to the provisions set forth in this Agreement, the City shall pay Developer on a monthly basis for authorized and satisfactorily completed work and services rendered under this Agreement. Such payment shall be full compensation for work performed and services rendered, including costs and expenses, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals, but in no case shall such payment exceed the earned value (i.e., percentage of work completed) as reasonably determined by the City. In the event the cost of the Predevelopment Activities exceeds the contract fee, Developer shall pay such costs from its own funds, the City shall not be required to pay any additional fees or costs to perform the Predevelopment Activities and Developer shall have no claim against the City on account thereof.

The City shall pay the Developer for services rendered after receipt of a City of Shoreline billing voucher. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Developer shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The Developer shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

## **3. Term.**

The term of this Agreement shall commence upon execution and expire 180 days after commencement ("Performance Period").

## **4. Termination.**

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause by giving fourteen (14) days notice to Developer in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Developer pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Developer shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Developer. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Developer reserves the right to terminate this Agreement with not less than thirty (30) days written notice.
- D. If, because of death, unavailability or any other occurrence, it becomes impossible for any lead personnel employed by Developer in Project work to render services to the Project, Developer shall not be relieved of its obligations to complete performance under this Agreement without the concurrence and written approval of the City. If the City agrees to termination of this Agreement under this provision, payment shall be made as set forth in Paragraph B of this Section.
- E. If, after termination for failure of Developer to fulfill contractual obligations under Paragraph A, it is determined that Developer has not so failed, the termination shall be deemed to be effected for the convenience of the City. In such event, the equitable adjustment shall be determined as set forth in Paragraph B of this Section.

### **3. Ownership of Documents.**

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Developer in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Developer are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Developer harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Developer upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The City shall make available to Developer, without cost, copies of plans, drawings, survey notes, studies, soil reports, and other relevant data relating to the Property which are readily available and on file at the City. These documents are available solely as additional information to Developer and do not relieve Developer of its duties and obligations under this Agreement nor constitute any representation or warranty by the City as to conditions or other matters related to the Project, nor obligate the City to perform studies or surveys. It shall be the sole responsibility of Developer to gather and become familiar with all site information including existing improvements.
- D. The Developer shall preserve the confidentiality of all City documents and data accessed for use in Developer's work product.

E. Developer shall maintain, for at least three years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to Developer by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subconsultants and suppliers in this Contract, including employment records.

The City may visit, at any time, the site of the work and Developer's office to review the foregoing records. Developer shall provide every assistance requested by the City during such visits. In all other respects, Developer shall make the foregoing records available to the City for inspection and copying upon request. If this Contract involves federal funds, Developer shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

#### **4. Administration**

A. Developer. Developer acknowledges that the experience and skill of the following Key Personnel was and continues to be an important factor in the City's selection of Developer to perform the work: P.J. Santos, Senior Real Estate Director; Mark Rowe, Senior Real Estate Manager; Bill Bieber, Senior Director of Construction and Bernie O'Donnell, Senior Project Manager. The Key Personnel shall be assigned to the Project so long as such Key Personnel are employed at Developer.

B. City. The "Project Representative," who is hereby identified as Jesus Sanchez, shall perform day-to-day management of this Contract. The Project Representative will approve all requests for payment, authorize termination or modification of the Predevelopment Activities set forth in **Exhibit A**, and approve in writing any changes provided the changes do not increase the total project fee. The Project Representative shall also be responsible for determining when Developer has satisfactorily performed all work and for ensuring that Developer complies with all provisions of this Agreement.

C. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Jesus Sanchez  
City of Shoreline  
17544 Midvale Avenue N.  
Shoreline, WA 98133-4921  
(206) 546-1700

Consultant Name: P.J. Santos\_\_\_\_\_  
Name of Firm: OPUS Northwest, L.L.C.  
Address: 13920 SE Eastgate Way, Suite 250  
Bellevue, WA 98005  
Address: \_\_\_\_\_  
Phone Number: 1-425-467-2700\_\_\_\_\_

D. The City hereby authorizes Developer to subcontract with the persons and firms listed in The Developer's Team, p. 7 of the Developer's *Proposal for City of Shoreline's New Downtown Civic Center* which is incorporated by this reference, and with such additional subcontractors as may be reasonably approved by the City.

E. Developer shall submit monthly reports detailing all work completed by subconsultants during the preceding month and copies of all invoices relating thereto.

#### **5. Independent Contractor Relationship.**

A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.

B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

#### **6. Hold Harmless.**

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

#### **7. Insurance.**

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) Consultant's insurance coverage shall be primary insurance with insurance or



insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

B. Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

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

## **8. Delays.**

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

## **9. Successors and Assigns.**

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

## **10. Nondiscrimination.**

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

## **11. Contingency Fees and Conflicts**

A. Developer warrants and covenants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a

commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract fee or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

B. Developer warrants and covenants that no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by Developer or any of its agents, employees or representatives to any official member or employee of the City in an attempt to secure a contract or favorable treatment in awarding, amending or making any determination related to the performance of this Agreement.

C. Developer warrants and covenants it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the performance of the services required to be performed under this Agreement and that it shall not employ any person or agent having any such interest. In event that Developer or its agents, employees or representatives hereafter acquires such a conflict of interest, Developer shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from the Agreement as the City may require.

D. If the City has reason to believe that the covenants set forth in Paragraphs A, B or C above have been breached, it shall so notify Developer in writing. Developer shall respond to said notice within ten days of receipt with a detailed written explanation or answer to any facts, allegations or questions contained or referenced in said notice. Developer may request a hearing on the matter by the City Manager who shall be conducted within fifteen days of the receipt of the request unless a later date is concurred to by the City and Developer. The decision of the City Manager shall be a prerequisite to appeal thereof to the King County Superior Court. If, after consideration of Developer's response and any hearing, the City Manager determines that the covenants have been breached, the City Manager shall have the discretion to exercise those remedies provided by any applicable federal or state laws or regulations or by this Agreement in the event of said breach and/or prohibited conflicts of interest.

## **12. Governing Law and Venue.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

## **13. Severability.**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **14. Entire Agreement.**

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind

any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

**CITY OF SHORELINE**

**OPUS Northwest, L.L.C.**

By:

By:

Name: **Robert L. Olander**\_\_\_\_\_

Name: **P.J. Santos**\_\_\_\_\_

Title: **City Manager**

Title: **Senior Real Estate Director**\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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

**Ian Sievers**

**City Attorney**

Attachments: Exhibit A – Pre-Development Reimbursement Program

## **PRE-DEVELOPMENT REIMBURSEMENT PROGRAM**

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### **SCOPE**

Included in the scope of our work is the minimum requirements identified by the City in the pre-development agreement document, and additional items that we are committed to provide at no additional cost.

The following is the scope of work identified by the City of Shoreline for the pre-development phase of the project.

#### **1. Project Design**

- 1.1 Coordinate the consultants to design a building that meets the space requirements.
- 1.2 Design Parameters will be reviewed with the City representatives.
- 1.3 Coordinate survey and all engineering input for the project through 30% DD.
- 1.4 Establish a schedule for the project scope of work phase, with an additional Master Schedule for the entire project through construction completion with all distinct milestones.
- 1.5 Prepare design documents through 30% design development phase for execution of a Development Agreement establishing a Guaranteed Maximum Price for completion of the Civic Center project;
- 1.6 Collaborate with the City to fashion a Guaranteed Maximum Price ("GMP") for a specific scope of work and schedule, and the work product prepared under the authority of this Predevelopment Agreement (materials and GMP) will be incorporated into a final Project Development Agreement between the parties.

#### **2. Permits and Approvals**

- 2.1 Coordinate required permits with City and other required agencies.
- 2.2 Coordinate design review

#### **3. Administration**

- 3.1 Prepare development budgets and schedules for the project and maintain updates of each.
- 3.2 Establish an accounting system to monitor all project costs and provide cash flow projections for the term of the project.
- 3.3 Prepare a monthly report to document all design decisions, permit status, consultant contracts and project costs (if applicable).
- 3.4 Review and approve payment of all consultant invoices
- 3.5 Prepare a monthly summary of project costs and submit to City with a request for payment.
- 3.6 Oversee disbursement of funds

As stated in our May 30<sup>th</sup> proposal and presentation on June 4<sup>th</sup>, Opus is prepared to take the leadership role managing all aspects of the predevelopment phase. Beyond the requirements stated above, Opus will provide the following pre-development services at no additional cost.

#### Meetings:

1. We will conduct three community meetings to discuss the design concepts with all stakeholders. The sequence, duration, and content of each meeting will be reviewed with the City for input and concurrence. The timeline for conducting each meeting will be reviewed with the City for input as well. We anticipate these meetings to occur between July and August.
2. We will meet a minimum of every two weeks, (weekly to begin with and then adjust as progress necessitates) with the design team and the City to status the project progress and make key decisions amongst the team. Separate task-specific meetings will be held on an as-needed basis.
3. We recommend the establishment of an Oversight Committee to be comprised of Senior Management of Opus, LMN, and the City to convene monthly, or as mutually acceptable to review and discuss overall progress of the project.

#### Budget Management:

1. We will prepare a budget for the conceptual massing concept of the project, once floor plans and general massing is complete.
2. We will prepare a budget at the Schematic, and Design Development Phases of the project.
3. Between budgets, we will maintain a Budget Options Log that will track any design considerations between key design milestones (ie, between program and schematic, schematic and conceptual, conceptual and design development). This log will be used to evaluate the cost benefits of each design option for consideration by the team as the design progresses. The idea is there are no budget surprises along the way as we design.
4. We will produce a monthly report on the budget status for the team to review.
5. A final GMP budget will be prepared at the 30% DD stage.

#### Schedule:

1. We will develop our existing preliminary schedule with input from all stakeholders. This will serve as a roadmap and timeline for all team members to ensure we keep the project on schedule from early design through project completion.
2. We will seek input from all stakeholders, and expect all stakeholders to participate in preparing the schedule (input on activity durations for design and review processes). The schedule will be capable of sorting by responsible team member.
3. Schedules will be provided at each weekly or bi-weekly meeting and will be reviewed with the Team by Opus.

#### Subcontracting and Quality Control:

1. We will establish a list of bid packages and the timeline for buyout of each component of work and identify any long lead items. Key decisions needed in design will be coordinated with long lead equipment, materials and systems. (exterior materials, HVAC equipment, re-routing of exterior utility systems for new construction, elevators)
2. We will bring on subcontractors early in the design process to assist with budgeting and constructability issues.

### 30% DESIGN DEVELOPMENT DOCUMENTS - DELIVERABLES:

The following is a list of deliverables the team will provide at the stage of 30% design development. These documents will be the basis for establishing the GMP Budget for the project.

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#### 30% DESIGN DEVELOPMENT

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At 30% Design Development Stage, the design fully describes project size and configuration including structural, mechanical and electrical systems

**PERMITS**                      Zoning, SEPA, EIS, Shore Line, Wetland, Master Use Permit  
(Design Review, Site Plan Reviews) Submittals

**SPECIFICATIONS - ALL DISCIPLINES** - Narratives all disciplines all systems & materials, basic outline specifications are identified.

#### **ARCHITECTURAL DRAWINGS**

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##### **GENERAL**

Cover	Yes
Project Information	Yes
Life safety	Building code analysis, fire separations, exit strategy, fire department access, sprinkler rooms.
Drawing Index	Yes
Abbreviations, Symbols	Yes

##### **PLANS**

Site	Boundaries, setbacks, new and existing development, plazas, pedestrian and vehicle access maneuvering diagram, service and loading areas. Building footprint.
Demolition	Site and Building Demolition Plan indicating general areas of demolition.
Floor	All, basic dimensions, building grids, materials & equipment. Service facilities (loading docks and truck maneuvering diagrams). Bicycle facilities. Walkways, stairs and ramps attached to building. Shafts, chases, stairs, elevator shaft and elevator equipment room, and utility equipment rooms. Support spaces/rooms: electrical, mechanical, toilets, janitor.
Roof	Plan with equipment, skylights, materials. Indicate conceptual window maintenance system.
Ceiling	Conceptually show typical with lighting, access panels, exit signs, and diffuser locations. Heights of ceilings and soffits (unless in Room Finish Schedule). Fire sprinkler design layout considerations.
Elevator	Locations, Legends, elevator type (speed, size and loading capacity)
Reference	Net to gross area calculations, Elevator Legend, Program criteria
Finish	Preliminary Room Finish Schedule (May be in Project Manual).

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**30% DESIGN DEVELOPMENT**

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Furniture	-
Signage	Scope description
Equipment	
Casework	Shown on Plans

**ELEVATIONS**

Exterior	All elevations (enlarged not required), basic dimensions, materials. Building envelope limits permitted and proposed.
Interior	Special to describe design features

**SECTIONS**

Building	At least one key section.
Wall	Typical sections as required to describe
Elevators and Stairs	-

**DETAILS**

Details	Special features. Details for each material transition indicated on the typical exterior wall sections.
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**CONSULTANTS**

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**STRUCTURAL DRAWINGS**

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<b>PLANS</b>	Written system description including seismic analysis/proposed strengthening techniques, and load and floor flatness criteria. Plans: foundation, floor framing, roof framing, shear walls, braced frames, retaining walls (building and site), typical column and beam sizes, slab recesses, shoring concept. Foundation design based on Geotechnical Report (by others).
<b>ELEVATIONS</b>	CMU and concrete wall elevations, braced and moment frame elevations
<b>SECTIONS</b>	Wall sections
<b>DETAILS</b>	-

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**MECHANICAL-HVAC DRAWINGS**

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<b>PLANS</b>	System description, One-line flow diagram, Equipment, intake & exhaust locations, Energy code narrative. Special occupancy zones. Roof mounted equipment areas, mechanical room dimensions.
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## 30% DESIGN DEVELOPMENT

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### PLUMBING DRAWINGS

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**PLANS** System description, Fixture, chase, & header locations. Room and chase dimension requirements. Water use analysis for building and site irrigation/ and verification of site service capability.

### FIRE PROTECTION DRAWINGS

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**PLANS** System description, Utility, standpipe & valve locations, fire department connections. Point of connection to site utility. Riser room location and dimensions. Verification of site service capability.

### FIRE ALARM DRAWINGS (Sometimes part of the Electrical set)

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**PLANS** System description

### ELECTRICAL DRAWINGS

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**PLANS** Lighting:  
System description, Plan layout  
Power, data, communication & security, electrical room dimensions required and panel locations.  
System descriptions  
Exits noted

### LANDSCAPE & IRRIGATION/HARDSCAPE DRAWINGS

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**PLANS** Planting concept and irrigation. Removed and protected areas. Type, size, and location of vegetation. Point of connection to existing or new service. Hardscape areas and types indicated.

### CIVIL DRAWINGS

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**PLANS** Topographic and Surface Utility Survey (if not provided by others), cut/fill, paving, utilities with service points/inverts to site for water, sewer, storm indicated. Indicate all onsite utilities to remain. Horizontal control layout point. Grading datum. Driveways, roads, entrances and loading docks. Walkways, stairs, and ramps not connected to the building.

### OTHER DRAWINGS

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As required to define scope of other work.



**General Project Schedule:**

General Design Development and Construction Schedule:

The following work program schedule is a simplified version of a more detailed programmatic scope and schedule will be prepared for the City.

- Conduct Public Meetings 7/21/08 +- 8/21/07 +- a final  
community presentation date to be determined
- Schematic Design Documents 8/28/07
- 30% Design Development Documents 10/30/07
- Submit for Permits 1/4/08
- Construction Documents 1/31/08
- Construction Start 5/2/08
- Certificate of Occupancy 8/27/09
- Move-in 9/1/09