

**CITY COUNCIL AGENDA ITEM**

CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussing Resolution No. 441: Approving the Shoreline Place Development Agreement Between the City of Shoreline and Merlone Geier Partners		
<b>DEPARTMENT:</b>	Planning & Community Development		
<b>PRESENTED BY:</b>	Rachael Markle, AICP, Director of Planning & Community		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

Merlone Geier Partners (MGP) proposes to enter into a Development Agreement to create a 17.3-acre mixed use center roughly in the middle of the entire 70-acre Aurora Square site, an area now referred to as Shoreline Place, for people to live, shop, and gather. The proposed redevelopment will bring a 1960's mall into the present with an urban designed setting that creates a more pedestrian-centered experience that includes residential units with new mixed-use and integrated retail, under-building parking, private and public space, and easier connections between the variety of uses and users.

The Development Agreement proposes the redevelopment of the existing Sears site; developing seven (7) multi-family buildings with 1,358 residential units and two (2) commercial buildings that add 72,160 square feet of new space; public and private outdoor space; and street, intersection, and bike lane improvements. The redevelopment will also provide various improvements to public infrastructure, including streets and utilities, along with improving access to the interurban trail and transit. It also provides 3.14-3.47 acres of publicly accessible park-like facilities.

Tonight, Council is scheduled to discuss the proposed Development Agreement as recommended by the Planning Commission, which would be approved by the adoption of proposed Resolution No. 441. The City Council is scheduled to consider approval of proposed Resolution No. 441 on September 9, 2019.

**RESOURCE/FINANCIAL IMPACT:**

Approval of the Shoreline Place Development Agreement will not impact the City's resources until the redevelopment of the site occurs. Upon redevelopment, the City will receive impact fees, the \$100,000 for trail maintenance in Boeing Creek and Shoreview parks and tax revenue from the residential and commercial development.

Redevelopment of the site will also bring costs related to the provision of City services to residents and businesses. These costs are expected to be offset by the mitigation projects required as part of the Development Agreement, impact fees, and future tax revenue.

### **RECOMMENDATION**

No action is required; this item is for discussion only. Staff recommends that Council discuss the Planning Commission recommended Development Agreement with Merlone Geier Partners. Proposed Resolution No. 441, which would adopt the Development Agreement, is scheduled for adoption at the September 9<sup>th</sup> Council meeting.

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



## **BACKGROUND**

The City has encouraged the redevelopment of Aurora Square almost since the City's incorporation in 1995. Over the years, City consultants and Economic Development Managers have worked with the property owners of Aurora Square to improve the site, stimulate job creation, and increase community services and retail choices. In 2013, the City approved the Aurora Square Community Renewal Area Plan (CRA Plan) as a vision for private and public redevelopment of the site. The CRA Plan can be found at the following link: <http://www.shorelinewa.gov/home/showdocument?id=14245>.

In support of the CRA Plan, Merlone Geier Partners (MGP) proposes to create a 17.3-acre mixed use center in the middle of the entire 70-acre Aurora Square, an area now referred to as Shoreline Place, for people to live, shop, and gather. The proposed redevelopment will bring a 1960's mall into the present with an urban designed setting that creates a more pedestrian-centered experience that includes residential units with new mixed-use and integrated retail, under-building parking, private and public space, and easier connections between the variety of uses and users.

### **Applicant's Proposal for the Sears Site**

On January 4, 2019, MGP submitted a complete application for the Shoreline Place Development Agreement (**Attachment A**) for a project to:

- redevelop the 17.3-acre existing Sears site;
- develop seven (7) multi-family buildings, providing 1,358 residential units, and two (2) commercial buildings adding 72,160 square feet of new space;
- incorporate public and private outdoor space; and
- develop street, intersection, and bike lane improvements.

The redevelopment will also provide various improvements to public infrastructure, including streets and utilities, along with facilitating better access to the interurban trail and transit, and 3.14-3.47 acres of publicly accessible park-like facilities. See **Attachment A, Exhibit D** - Conceptual Design Plan for graphic depictions of the proposal, and **Attachment A, Exhibit F** - Supplemental Site Design Guidelines, for how the Conceptual Guide Plan is to be interpreted and administered.

While a Development Agreement is not required to develop the property within the CRA, MGP desires to proceed under that process of the City's code in order to better meet the goals of the CRA and the SEPA Planned Action.

### **Development Agreements**

In 1995, as part of a bigger effort to simplify land use development process, the State Legislature authorized the use of Development Agreements by cities to simplify land use regulation and review (see RCW 36.70B.170 – 36.70B.210). In 2015, along with and as part of the adoption of the light rail station subareas, the City adopted Shoreline Municipal Code (SMC) Section 20.30.355 (**Attachment B**) and set forth the procedures and criteria under which the City could consider the use of development agreements throughout the City.

In its most basic form, a Development Agreement is a voluntary agreement that establishes a contractual relationship between the City and a property owner regarding the development, uses, and mitigation of the development of a specific piece of property. Once executed, the Development Agreement is a binding contract between the City and the Property Owner (and their successors that acquire the property) for the term of the Development Agreement and will be governed by basic rules of contract law. After execution of the Development Agreement any permit subsequently issued by the City must be consistent with it.

The Development Agreement is required to set forth the “development standards” for the project, such as: project elements (permitted uses, building sizes); payment of impact fees (transportation, park, fire); mitigation measures; dedications; design standards (maximum height, setback, landscaping); phasing; permit review procedures; build-out or vesting period; or “any other development requirement or procedure.” See RCW 36.70B.170(3); SMC 20.30.355(B).

While a Development Agreement provides for “development standards,” this does not mean it waives or amends the City’s Development Code (SMC Title 20). State law (RCW 36.70B.170(1)) requires that the Development Agreement be consistent with the City’s applicable development regulations and comprehensive plan goals and policies. SMC 20.35.355(A) allows a Development Agreement to modify the development standards in SMC Chapter 20.50. Overall, the Development Agreement’s terms and conditions should promote the public health, safety, and welfare of Shoreline citizens, provide for orderly development of the Project on a comprehensive basis, and eliminate uncertainty for both the property owner and the City.

RCW 36.70(B) also requires the City to provide a public hearing on the proposed Development Agreement and that the City Council signifies its approval through the adoption of an ordinance or resolution. For this reason, the City’s Code classifies a Development Agreement as a Type “L” (Legislative) decision with the Planning Commission holding the public hearing and formulating a recommendation for submittal to the City Council and the City Council taking final approval action by adopting either an ordinance or resolution per SMC 20.30.355(E) and SMC 20.30.070.

Although it is designated as a Type “L” legislative decision, Washington court decisions have held that the consideration and use of a Development Agreement is a quasi-judicial land use decision and that deliberation is subject to the appearance of fairness doctrine. Additional notice of the upcoming public hearing was also provided by posting a notice on the property and mailing notice of the public hearing to properties located within 1,000 feet in addition to publication. The Applicant supported providing this additional notice.

While the execution of a Development Agreement is within the City’s contracting authority, its execution is also an exercise of the City’s police powers, which speak to the public interest and welfare of the City of Shoreline as a whole. Therefore, when making its recommendation to the City Council, the Planning Commission’s role was to ensure that a proper balance of the public (benefit to residents of Shoreline as a whole) and private interests are represented in a Development Agreement.

The City Council must also have these interests in mind when reviewing the Planning Commission's recommendation on the proposed Development Agreement in relation to all six (6) decision criteria listed in SMC 20.30.355(C). In addition, for the Shoreline Place Development, consideration should include the Aurora Square Planned Action Ordinance (**Attachment C**) and the Aurora Square CRA Plan (<http://www.shorelinewa.gov/home/showdocument?id=14245>).

### **Planned Action Ordinance and SEPA**

On August 10, 2015, the City adopted Ordinance No. 705 (**Attachment C**) approving the SEPA Planned Action Environmental Impact Statement (Planned Action) for the Aurora Square CRA. A SEPA Planned Action involves the upfront analysis of environmental impacts and mitigation measures to spur private development by facilitating the pre-reviewing of the required SEPA environmental review for certain subsequent proposed development projects. Because the SEPA review can be lengthy, a Planned Action can significantly streamline the development process.

The City reviewed the applicant's proposed development and determined that the proposal qualified to use the SEPA analysis set out in the Planned Action Ordinance. A Determination of Consistency with SEPA Planned Action Ordinance was issued on March 8, 2019. Subsequent to that issuance, transportation volumes were reassessed, resulting in the issuance of a Revised Determination of Consistency on April 17, 2019. Both documents are contained in **Attachment D**.

### **Planning Commission**

The Planning Commission conducted four (4) study sessions and a Public Hearing on the proposed Development Agreement. Public comments were provided at each meeting. Staff and the applicant provided detailed responses to the Planning Commission and Public's questions in the staff reports and as part of the presentations. Links to each of these meetings are provided below.

#### ***March 7, 2019, Planning Commission Study Session***

At the March 7<sup>th</sup> Planning Commission meeting, MGP introduced themselves as the applicant and presented the Conceptual Design Submittal for the redevelopment of the Sears site at Shoreline Place. The Staff Report for this discussion can be found here: <http://www.shorelinewa.gov/Home/Components/Calendar/Event/13990/182?toggle=allpast>. The link to the meeting video recording page can be found here: [http://shoreline.granicus.com/MediaPlayer.php?view\\_id=9&clip\\_id=924](http://shoreline.granicus.com/MediaPlayer.php?view_id=9&clip_id=924).

#### ***May 2, 2019, Planning Commission Study Session***

At the May 2<sup>nd</sup> Planning Commission meeting, the draft Development Agreement and the review criteria that the Planning Commission used in their recommendations for the proposed Development Agreement to the City Council was presented. The Staff Report for this discussion can be found here: <http://www.shorelinewa.gov/Home/Components/Calendar/Event/13998/182?toggle=allpast>. The link to the meeting video recording page can be found here: [http://shoreline.granicus.com/MediaPlayer.php?view\\_id=9&clip\\_id=944](http://shoreline.granicus.com/MediaPlayer.php?view_id=9&clip_id=944).

### ***May 16, 2019, Planning Commission Study Session***

At the May 16<sup>th</sup> Planning Commission meeting, staff reviewed questions and issues raised by the Commission at the May 2<sup>nd</sup> meeting. The Staff Report for this discussion can be found here:

<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14000/182?toggle=allpast>. The link to the meeting video recording page can be found here: [http://shoreline.granicus.com/MediaPlayer.php?view\\_id=9&clip\\_id=949](http://shoreline.granicus.com/MediaPlayer.php?view_id=9&clip_id=949).

### ***June 6, 2019 Planning Commission Study Session***

At the June 6<sup>th</sup> Planning Commission meeting, staff reviewed questions and issues raised by the Commission at the May 16<sup>th</sup> meeting. The applicant also presented case studies on three commercial redevelopment projects they have developed on the west coast. The purpose of providing this information was to provide insight into the applicant's decision-making process for determining how to develop various sites. The applicant also compiled an Illustrative Guide as part of the response to the Planning Commission's questions. The Staff Report for this discussion can be found here:

<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14002/182?toggle=allpast>. The Illustrative Guide that was compiled is Attachment A to this Planning Commission Staff Report. The link to the meeting video recording page can be found here: [http://shoreline.granicus.com/MediaPlayer.php?view\\_id=9&clip\\_id=954](http://shoreline.granicus.com/MediaPlayer.php?view_id=9&clip_id=954).

### ***July 11, 2019 Planning Commission Public Hearing***

At the July 11<sup>th</sup> Planning Commission meeting, the Commission conducted a Public Hearing on the Development Agreement. The proceedings were facilitated by both the Chair of the Planning Commission, William Montero, and the City's Hearing Examiner, Andrew Reeves. The Planning Commission concluded the meeting by making a recommendation to City Council to approve the proposed Development Agreement based on the Commission's findings of fact and conclusions. The Staff Report for the Public Hearing can be found here:

<http://www.shorelinewa.gov/Home/Components/Calendar/Event/15187/182>.

### ***July 18, 2019 Planning Commission Meeting***

The Planning Commission then reviewed and adopted the findings of fact and conclusions at the July 18<sup>th</sup> Planning Commission meeting. The Planning Commission Findings, Conclusion and Recommendation Report to the City Council on the Shoreline Place Development Agreement are attached as **Attachment E**.

## **DISCUSSION**

### **Key Components of the Development Agreement**

The intent of the proposed Development Agreement (**Attachment A**) is to provide long-term assurances and flexibility for both MGP and the City to develop a well-designed, cohesive, larger property that is consistent with the City's vision. Since applying for a Development Agreement on January 4, 2019, City staff and the MGP development team have met several times to identify issues and negotiate the terms of the Development Agreement. The Planning Commission, staff and the applicant have been paying close attention to public comments and in response have made changes to the Development Agreement.

The proposed Development Agreement for the 17.3 acre Sears site within the 70+ acre Shoreline Place sets forth the required terms and conditions for the redevelopment and sets forth definitions, project components, development maximums, design conformity requirements, phasing, reporting, public infrastructure improvements, approval procedures, vesting, impact fees, development code and regulation modifications, and general contractual terms.

The key components of the Shoreline Place Development Agreement are set out below:

### ***Vesting***

The Development Agreement provides for vesting to certain City Development Regulations for a term of 20 years.

### ***Development Standards and Modifications***

The Development Standards that apply are the General Development Standards applicable to the Mixed Business (MB) zone (which is the zone that the property is located within). These standards regulate permitted uses, dimensional standards (i.e. setback, height and hardscape) and design. The provisions of SMC Title 20 that will apply to redevelopment of the former Sears site as defined in the Shoreline Place Development Agreement are compiled in **Attachment A, Exhibit L - Vested Provisions of SMC Title 20.**

The Development Agreement states that the above Development Standards will apply during the vesting period, with certain modifications. The project does not vest to the Stormwater Management Manual for Western Washington, Building Codes, SMC 20.30 Procedures and Fees, including impact fees.

There is a use restriction that precludes any storage facilities within the Development. The applicant has requested as part of the Development Agreement certain modifications to the applicable Development Code standards. The requested modifications and the rationale for the requested departures provided by the applicant are set out in **Attachment A, Exhibit J – Illustrations of Modifications to Land Use Regulations.** The table below includes the staff analysis regarding each of the proposed modifications:

<b>Departure Request # <sup>1</sup></b>	<b>Staff response to Applicant's Request to Modify SMC 20.50 Standards</b>
<b><i>D1 – Modifies SMC 20.50.240.C.1.e Site Design – Site Frontage</i></b>	The applicant seeks a modification to allow the primary building entries on Westminster Way N and N 160 <sup>th</sup> Street to be accessed from an internal public space instead of the street. Staff agrees that this modification is reasonable due to significant grade changes along these street frontages in combination with the proposed landscaping and design features illustrated in the Block A and E Designs ( <b>Attachment A, Exhibit D - Conceptual Guide Plan “Ground Level Perspectives”</b> and articulated in <b>Attachment A, Exhibit F - Supplemental Site Design Guidelines</b> ).

Departure Request # <sup>1</sup>	Staff response to Applicant’s Request to Modify SMC 20.50 Standards																												
<b>D2 – Modifies SMC 20.50.240.E.1.a Site Design Internal Walkways</b>	The applicant requests to modify the width of the onsite “internal” walkways adjacent to the residential uses from eight (8) feet to six (6) feet. Staff agrees with the applicant’s design rationale that the City requires sidewalks on private streets to be a minimum of five (5) feet wide. This modification would not apply to walkways serving commercial uses.																												
<b>D3- Modifies SMC 20.50.240.E.1.c Site Design – Internal Walkways</b>	The applicant requests to modify the design of internal walkways through parking areas to provide a raised eight (8) foot wide walkway for every 265 feet of parking lot width with no parking space being more than 100 feet from a walkway instead of providing a walkway every 200 feet of parking lot width. Staff agrees that this is a small adjustment common in the market to make the overall site design function and fit with adjoining properties. The added provision that no parking space will be more than 100 feet from a walkway allows the requested modification to still meet SMC 20.50.240.A Site Design. Purpose (1) and (3) regarding safe and enhanced public walking routes for pedestrians and people with disabilities.																												
<b>D4-Modifies SMC 20.50.410.H Parking Design Standards</b>	The applicant requests to modify how an 18-inch strip is provided to enter and exit parked vehicles when the parking space abuts a landscaped area. The applicant proposes to use a six (6) inch curb and a 12-inch pavement strip behind the curb to achieve the 18-inch area for entering and exiting next to a landscaped area. Staff confirms that the applicant will provide the same function using an alternative as required in SMC 20.50.410.H.																												
<b>D5-Modifies SMC 20.50.410.F Parking Design Standards</b>	<p>The applicant requests modification of the minimum parking stall size as shown below.</p> <table><tr><th>A</th><th>B</th><th>C</th><th>D</th><th colspan="2">E</th><th>F</th></tr><tr><th>Parking Angle</th><th>Stall Width (feet)</th><th>Curb Length (feet)</th><th>Stall Depth (feet)</th><th colspan="2">Aisle Width (feet)</th><th>Unit Depth</th></tr><tr><td></td><td></td><td></td><td></td><th>1-Way</th><th>2-Way</th><th>1-Way</th></tr><tr><td>90</td><td><del>8.0*</del> <u>7.5*</u> Min. <del>8.5</del> <u>8</u> Desired 9.0</td><td>8.0* 8.5 9.0</td><td><del>16.0*</del> <u>15.0*</u> <del>20.0</del> <u>16.0</u> <del>20.0</del> <u>18.0</u></td><td>23.0 23.0 23.0</td><td>23.0 23.0 23.0</td><td>** 63.0 63.0</td></tr></table> <p>*For compact stalls only. No more than 50 percent of the required minimum number of parking stalls may be compact spaces.</p> <p>The parking for the commercial uses will be provided using a combination of 9’X20’ and 9’X18’ stalls. The 9’X20’ stalls meet the SMC desired stall width and length; 9’X18’ exceed the SMC minimum standard width and are two (2) feet shorter than the SMC minimum standard length and exceed the SMC compact stall length by two (2) feet. The smallest size stall proposed for the commercial uses is 9’X17’ to be used for only 25% of these spaces, exceeds the SMC compact stall width and length. The</p>	A	B	C	D	E		F	Parking Angle	Stall Width (feet)	Curb Length (feet)	Stall Depth (feet)	Aisle Width (feet)		Unit Depth					1-Way	2-Way	1-Way	90	<del>8.0*</del> <u>7.5*</u> Min. <del>8.5</del> <u>8</u> Desired 9.0	8.0* 8.5 9.0	<del>16.0*</del> <u>15.0*</u> <del>20.0</del> <u>16.0</u> <del>20.0</del> <u>18.0</u>	23.0 23.0 23.0	23.0 23.0 23.0	** 63.0 63.0
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Departure Request # <sup>1</sup>	Staff response to Applicant's Request to Modify SMC 20.50 Standards
	<p>proposed parking stall size reductions for the commercial areas do not represent much of a modification to the standards. Staff finds that stall widths and lengths for commercial uses remain in compliance with SMC standards when looking at Desired, Minimum and Compact stall widths and lengths in combination.</p> <p>The proposed parking stall reductions are intended for the residential uses. The requested modification to parking stall dimensions are sufficiently sized and will result in an efficient use of the residential garage space. No more than ½ of the residential parking spaces are proposed to be compact ensuring a mix of parking stall sizes. For comparison, the proposed spaces reflect the dimensions used in urban areas such as Seattle (when parking is provided). City of Seattle stall sizes are:</p> <ul style="list-style-type: none"> <li>• Large: 8.5' X 19'</li> <li>• Medium: 8' X 16'</li> <li>• Small 7.5' X15'</li> </ul> <p>Staff agrees that the reduction in parking stall sizes will meet the purpose of SMC Subchapter 6 Parking, Access and Circulation, more specifically (B) To provide convenient and safe access to all buildings and adequate parking for all developments; and (E) To assure safe, convenient, efficient and adequately sized parking facilities. Although the proposed stall dimensions will result in cars being parked closer together, the stalls as evidenced by use in Seattle are adequately sized for parking. Further, the parking stall sizes and mix of stall sizes for the commercial areas, will create a more convenient shopping experience for patrons, who may be less accustomed to parking in smaller stalls verses residents who will learn how to park in the smaller stall if they do not already possess that skill.</p>

Departure Request # <sup>1</sup>	Staff response to Applicant's Request to Modify SMC 20.50 Standards
<b><i>D6 – Modifies SMC 20.50.020(3) Dimensional Requirements</i></b>	<p>The applicant requests an increase in building height. The building height departure to allow an additional 10 feet of height is in large part due to the east-west grade change across the site which exceeds 35 feet and north to south exceeds 15 feet. Height is determined by average grade per code. The requested 80 feet would accommodate seven (7) stories (5 floors of wood construction over (2) floors of International Building Code (IBC) Type 1 construction, typically concrete). This “5 over 2” construction is the typical multi-family and mixed-use construction type built in the MB zone. The additional 10 feet is requested to allow flexibility to design the buildings in consideration of the grade changes; and to allow for nine (9) ceiling heights in the units. Staff finds it reasonable to allow this flexibility to address potential design challenges associated with the up to 35 feet in grade change across the site.</p> <p>In addition, the City has Transition Area Standards that require the proposed buildings to be setback and the upper stories stepped-back to minimize the apparent building size toward the R-6 homes. The proposed buildings will meet this standard by increasing the setback at the building base from 10 feet to 60 feet. Staff finds that the increased setback allows the proposed building height of 80 feet to meet the intent of the Transition Area standards.</p>
<b><i>D7-Modifies SMC 20.50.250.B.3 Building Design-Building Articulation</i></b>	<p>The applicant has requested building design modifications to allow an “articulation feature” to change from every 35 feet to 80 feet. The Alexan (15560 Westminster Way N); the Vail (17962 Midvale Avenue N) and the Postmark (17233 15<sup>th</sup> Avenue N) all currently under construction have been approved through the City's Administrative Design Review (ADR) process for similar modifications of this standard. Staff affirms that this modification of articulation features is relatively minor when considering all the features and components of the proposed development.</p>



Departure Request # <sup>1</sup>	Staff response to Applicant's Request to Modify SMC 20.50 Standards
<b>D8- Modifies SMC 20.50.250.B.5 Building Design-Building Articulation</b>	<p>The applicant requests to reduce the building articulation offset standard from 20 feet to 10 feet offsets and to not require the offset on the ground floor. The request to modify the offsets from 20 feet to 10 feet will meet the intent of SMC 20.50.250, the purpose section for SMC 20.50 by providing articulation and detailing; reducing the scale of the buildings; adding visual interest for the pedestrian experience; and designing the project to enhance and incorporate existing uses. <b>Attachment A, Exhibit D - Conceptual Guide Plan and Attachment A, Exhibit F - Supplemental Site Design Guidelines</b> provide further assurances regarding design with emphasis on the pedestrian experience. The Alexan (15560 Westminster Way N); the Vail (17962 Midvale Avenue N) and the Postmark (17233 15<sup>th</sup> Avenue N) all currently under construction have been approved through the City's Administrative Design Review (ADR) process for similar modifications of this standard. Staff finds that the proposed 10 feet of offset every 150 feet at the ground level in combination with the design features in <b>Attachment A, Exhibit D - Conceptual Guide Plan and Attachment A, Exhibit F - Supplemental Site Design Guidelines</b> will meet the purpose of the SMC 20.50.250 Building Design.</p>

<sup>1</sup>See **Attachment E, Exhibit J** for complete descriptions of requested modifications of SMC 20.50 organized by Departure Request #.

These types of modifications are typical and are in fact approved for most of the developments in Shoreline through the ADR process. The applicant requested to include these modifications as part of the Development Agreement to streamline design, engineering and permitting of the project. In general, when reviewing departures from the Commercial Design standards, the City decides whether the development meets the Code's stated intent and views the entire design of the project, as well as individual, smaller departures. When viewing the limited design modifications in context with the entire Conceptual Plan for Shoreline Place, staff recommends approval of the design departures in **Attachment A, Exhibit J** as part of the Development Agreement.

### **Public Amenities**

**Public Spaces.** The Development Agreement provides for an "Open Space System" to be included in the development. The four (4) components of the "Open Space System," set out in the Conceptual Guide Plan in more detail, will provide an important amenity to the citizens of Shoreline. The public spaces are as follows:

1. Westminster Retail Plaza. Approximately 0.49 acres that will provide a gateway from Westminster Way N inviting people into the Open Space System. Wide open pedestrian paths create space for outdoor dining and gathering.
2. Central Plaza (East Plaza and West Plaza). This is approximately 0.66 acres and will provide for informal active and passive recreation as well as more

- prescribed uses such as festivals, community gatherings, concerts or other event staging.
3. “Community Open Space” – 0.9 acres and North Promenade - 0.39 acres and potentially the Block A Promenade 0.33 acres. These components are approximately 0.9 acres and will have a park-like character and allow for active play and lounging. It will act as a pedestrian gateway from the more residential upper areas of the site to the retail core.
  4. Pedestrian Shared Street. This is approximately 0.7 acres and includes paths that will serve residents, visitors, pedestrians and cyclists as a web knitting the site together through a series of spaces allowing for moments of active and passive recreation including the Farmer’s Market.

Through the Development Agreement, the community can be assured that 3.14 acres of the 17.3-acre site will be developed with public spaces that include at a minimum, the number of design elements required by the Supplemental Site Design Guidelines(**Attachment A, Exhibit F**). In addition to the exhibits previously cited, the “Open Space System” is set out in **Attachment A, Exhibit E** with the operations and maintenance contained in **Attachment A, Exhibit I**.

There are additional requirements in the Development Agreement related to vehicle circulation, pedestrian and multi-modal access through the property, and connections to bike trails and the interurban trail that will also provide a public benefit.

### ***Transportation, Fire and Parks Impact Fees***

The Development Agreement identifies the required off-site transportation mitigation and requires construction or payment for mitigation prior to building permits for the phase that requires mitigation.

MGP does not vest to the current Fire, Transportation, or Park Impact Fees. Instead, those fees will be calculated when building permits are obtained. At the time of building permit, MGP may request credit for Park Impact Fees for public space projects that meet all the Development Agreement and SMC requirements for receiving credits (see **Attachment A, Section 18C** - Parks Impact Fee Credit, and **Attachment A, Exhibit M** - Shoreline Place Open Space Potential Credit Calculations, for more information about Park Impact fees and potential credits.

### ***City of Shoreline CRA Projects***

The City has identified Westminster Way N as a key component of the CRA and is investing City resources towards the creation of a pedestrian-friendly environment. The Shoreline Place project will provide for enhanced pedestrian connections and introduce gathering areas and retail spaces within the buildings along Westminster Way N.

There is an existing City stormwater line located on the applicant’s property adjacent to the Westminster Way N right-of-way. No easement of record exists for the stormwater line which primarily serves property other than Shoreline Place. To resolve this encroachment, the City will relocate the City stormwater line from the property to the Westminster Way N right-of-way in conjunction with certain City improvements to Westminster Way N and to N 155<sup>th</sup> Street, currently planned for 2020.

The City and MGP are developing a separate agreement specific to coordinating the design, timing, construction and financial obligations of the improvements on Westminster Way N and the relocation of the stormwater pipe from MGP's property to the Westminster Way N right-of-way.

### **Approval Criteria with MGP and City Staff Responses**

All six criteria of the SMC set out below must be met for a Development Agreement to be approved.

#### **SMC 20.30.355(C) Decision Criteria.**

A development agreement (general development agreement and development agreements in order to increase height above 70 feet) may be granted by the City only if the applicant demonstrates that:

1. The project is consistent with goals and policies of the Comprehensive Plan. If the project is located within a subarea plan, then the project shall be consistent with the goals and policies of the subarea plan.
2. The proposed development uses innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design.
3. There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) that meet the City's adopted level of service standards (as confirmed by the performance of a transportation impact analysis) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases or there will be adequate capacity and infrastructure by the time each phase of development is completed. If capacity or infrastructure must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.
4. There is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.
5. The development agreement proposal contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for public space and/or recreation areas, retention of significant trees, parking/traffic management, multimodal transportation improvements, and other features that minimize conflicts and create transitions between the proposal site and adjacent property zoned R-4, R-6, R-8 or MUR-35'.
6. The project is consistent with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II, and applicable permits/approvals are obtained.

The responses and analysis by both the Applicant (MGP) and City staff for each of the criteria are set forth in a comparison table contained in **Attachment F and Attachment F, Exhibit A**. The Planning Commission concluded that the Shoreline Place

Development Agreement complied with all six of the approval criteria and made Findings to support that conclusion. The Planning Commission's Findings, Conclusion and Recommendation Report is attached as **Attachment E**.

### **Tonight's Discussion and Next Steps**

Tonight, Council is scheduled to discuss the Planning Commission recommended Development Agreement, which would be approved by the adoption of proposed Resolution No. 441 (**Attachment G**). Proposed Resolution No. 441 is currently in draft form, and when finalized, will include as exhibits the Development Agreement and all of its attachments and the Planning Commission Findings and Recommendations. The City Council is currently scheduled to consider approval of proposed Resolution No. 441 on September 9, 2019.

### **RESOURCE/FINANCIAL IMPACT**

Approval of the Shoreline Place Development Agreement will not impact the City's resources until the redevelopment of the site occurs. Upon redevelopment, the City will receive required mitigation, impact fees, the \$100,000 for trail maintenance in Boeing Creek and Shoreview parks and tax revenue from the residential and commercial development. Redevelopment of the site will also bring costs related to the provision of City services to residents and businesses. These costs are expected to be offset by the mitigation projects required as part of the Development Agreement, impact fees, and future tax revenue.

### **RECOMMENDATION**

No action is required; this item is for discussion only. Staff recommends that Council discuss the Planning Commission recommended Development Agreement with Merlone Geier Partners. Proposed Resolution No. 441, which would adopt the Development Agreement, is scheduled for adoption at the September 9<sup>th</sup> Council meeting.

### **ATTACHMENTS**

#### **Attachments**

Attachment A – Shoreline Place Development Agreement Between the City of Shoreline and Merlone Geier Partners

Exhibit A - Legal Description of Property

Exhibit B – Property

Exhibit C – Public Benefit Matrix

Exhibit D – Conceptual Guide Plan

Exhibit E – Open Space System

Exhibit F - Supplemental Site Design Guidelines

Exhibit G – Westminster Way Improvements

Exhibit H – Street Sections and Design Plans.

Exhibit I - Open Space System Operations & Maintenance Plan

Exhibit J - Illustrations of Modifications to Land Use Regulations

Exhibit K - Net New PM Peak Hour Trip Accounting Tool

Exhibit L – Vested Provisions of SMC Title 20

Exhibit M - Shoreline Place Open Space Potential Credit Calculations

Exhibit N – Phase 1 Circulation Plan  
Exhibit O – Block Plan and Required Improvement per Phase  
Attachment B – SMC Section 20.30.355 – Development Agreement  
Attachment C – Planned Action Ordinance No. 705  
Attachment D – SEPA Planned Action Determination of Consistency Review Checklist  
and Revised SEPA Planned Action Determination of Consistency  
Review Checklist  
Attachment E – Planning Commission Findings, Conclusion and Recommendation  
Report  
Attachment F – Development Agreement Decision Criteria – Applicant and Staff  
Analysis  
Exhibit A - Shoreline Place Transportation Consistency/Traffic Impact  
Analysis  
Attachment G – Draft Resolution No. 441

## DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between MGP XII SB Aurora, LLC, a Delaware limited liability company (“**Developer**”), or its assignee, and the City of Shoreline, a Washington municipal corporation (“**City**”). Developer and the City are each a “**Party**” and collectively the “**Parties**” to this Agreement.

### RECITALS

1. The City has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby to regulate the use and development of the Property.
2. The City has the authority to enter into development agreements with those who own or control property within its jurisdiction, pursuant to RCW 36.70B.170 through 36.70B.210. This Agreement is entered into under the City’s police power, general contracting authority, and RCW 36.70B.170 through 36.70B.210.
3. In 2012, the City designated the Aurora Square area as a Community Renewal Area (“**CRA**”) where economic renewal would deliver multifaceted public benefits. On August 10, 2015 it passed Ordinance 705 adopting the Aurora Square CRA Planned Action.
4. Developer owns approximately 17.31 acres of real property formerly known as Shoreline Sears lying between N. 160<sup>th</sup> Street and Westminster Way N. in the CRA (“**Property**”). The Property is legally described on **Exhibit A** and depicted on **Exhibit B**.
5. Both the City and Developer find it desirable to enter into this Agreement to plan for the orderly redevelopment of the Property that is consistent with the CRA, Planned Action, and the City’s Comprehensive Plan and which provides the public benefit items in the Public Benefit Matrix, outlined in **Exhibit C**.
6. Developer proposes construction of up to 1,358 multifamily residential units, approximately 75,610 square feet of commercial land use (including approximately 3,450 square feet of existing commercial land use), and approximately 3.14-3.47 acres of publicly-accessible open space on the Property as depicted in the Conceptual Guide Plan **Exhibit D** and the Open Space System, **Exhibit E**. The project components as described in Section 2 *Project Components* and depicted on the Conceptual Guide Plan are the result of extensive market research, community outreach, and planning efforts.
7. The Planned Action seeks to act as a catalyst for public and private partnership investment that will renew and revitalize Aurora Square creating a compact, more intense, mixed-use, pedestrian friendly, and transit-supportive land use. The Planned Action contemplates providing residents and visitors greater access to a mix of housing, retail and commercial opportunities that meets a range of needs. The Planned Action goals that will be achieved through implementation of this Agreement include:

- A. Revitalizing the CRA and Facilitating Growth of the City's Employment and Tax Base: The Agreement allows Developer to redevelop a functionally obsolete department store while at the same time creating a new tax base for the City.
- B. Housing: The Agreement will provide needed housing adjacent to goods, services and transit while also activating the CRA at all times of the day, every day of the week.
- C. Entertainment: While perhaps at a different scale than what was contemplated in the CRA Vision due to various market factors, the Agreement will provide entertainment options including a permanent home for the Farmer's Market, summer time concerts and movies in the park and restaurant/dining options at a scale that is not found elsewhere in the City.
- D. Goods and Services: The Agreement fosters access and viability for the existing goods and services offered at Aurora Square such as Central Market, Marshall's, and Bank of America. New retailers will capture sales leakage currently leaving the trade area.
- E. Significant Open Space: The Agreement supports a significant open space system accessible to the public that will provide family/community gathering places, opportunities for outdoor entertainment, farmer's market, pedestrian connections, and enhanced conductivity to restaurants and retail shops.
- F. Continuity: The Agreement provides an opportunity for a partnership that allows the City to develop an identifiable neighborhood that is mixed-use, pedestrian friendly, and transit-supportive consistent with the CRA vision.
- G. Infrastructure: The Agreement will improve existing motorized and non-motorized transportation, utility, sanitary sewer, and stormwater infrastructure.
- H. Resource and Land Use Efficiency: The Agreement will maximize the effectiveness of public and private planning and financial resources and will further certainty and predictability.
- I. Connectivity: The Agreement will promote connectivity to and from Westminster Way N., the Interurban Trail, transit, and between and within the upper and lower parts of Aurora Square.
- J. Westminster Way N. Connection: The City and private applicants have invested resources to create a more pedestrian friendly environment on Westminster Way N. The Project will leverage these public and private investments in Westminster Way, providing for enhanced pedestrian connections and introducing gathering areas and retail space within the buildings along Westminster Way.
- K. Quality Development: The Agreement will allow the City and Developer to expand both commercial and residential opportunities at the Property and enhance the "on-ground" experience consistent with the CRA.

- L. Reduce Uncertainty: The Agreement will reduce the risk to Developer due to the changes in development regulations and processes and reduce uncertainty for the City as the Agreement contains a unified development vision.
  - M. Developer and City Relationship: The Agreement allows Developer and the City to establish a mutually supportive relationship that enables them to work directly with one another to implement this Agreement.
  - N. Implementation of Plans: The Agreement will implement the Planned Action, CRA, and the City's Comprehensive Plan.
- 8. As provided in SMC 20.30.355 B, the Parties intend that this Agreement specify the development standards applicable to the Property, including Project elements, amount and payment of impact fees, mitigation measures, design standards, affordable housing, parks and open space preservation, phasing, review procedures, vesting, other appropriate requirements, and nonmotorized access provided. There are no significant trees on the Property.
  - 9. The Parties intend that this Agreement specify the regulatory fees and mitigation that will be required for Developer, or its successors and assigns, to construct the development contemplated herein. Nothing in this Agreement is intended to limit Developer's ability to propose additional development beyond the Project addressed in this Agreement, or modifications to the Project, provided that such development shall be consistent with the then-applicable SMC and Comprehensive Plan unless otherwise provided in this Agreement.
  - 10. All Recitals and Exhibits (A - M) referenced in this Agreement are hereby incorporated by reference and shall be considered as material terms of this Agreement.
  - 11. The City has determined that the Project is a Planned Action Project and has issued a Determination of Consistency pursuant to Section 4 of the Planned Action Ordinance.
  - 12. The Parties intend that they shall take further actions and execute further documents, either jointly or within their respective powers and authority, necessary or appropriate to implement the intent of this Agreement. The Parties intend to work cooperatively to achieve the mutual goals of this Agreement, subject to the City's and Developer's independent exercise of judgment.

NOW THEREFORE, in consideration of the mutual benefits and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

#### **1. Definitions.**

- A. **"Agreement"** shall mean this Development Agreement.



- B. **“Approvals”** shall mean this Agreement.
- C. **“Approvals Process”** shall mean the process for reviewing and approving the Approvals.
- D. **“City Council”** shall mean the City Council of the City of Shoreline.
- E. **“Code Amendment”** shall mean amendments to the SMC or other regulations, affecting the development of the Project adopted after January 4, 2019.
- F. **“Conceptual Guide Plan”** shall mean the Development Agreement Conceptual Design Submittal dated December 21, 2018 and summarized in the Conceptual Guide Plan depicted on **Exhibit D**.
- G. **“CRA”** shall mean the Aurora Square Community Renewal Area.
- H. **“CRA EIS”** shall mean the CRA Draft and Final Environmental Impact Statement and as addended on March 8, 2019.
- I. **“CRA Trip Budget”** shall mean the trip budget of 808 net new PM peak hour trips generated by uses within the CRA through the year 2035.
- J. **“Developer”** shall mean MGP XII SB Aurora, LLC, a Delaware limited liability company and/or its successor or assignees.
- K. **“Effective Date”** shall mean \_\_\_\_\_, 2019 as the date upon which the Agreement is fully executed.
- L. **“GMA”** shall mean the Growth Management Act, Chapter 36.70B RCW.
- M. **“Open Space System”** shall mean the publicly-accessible open space system within the Project as depicted on **Exhibit E**.
- N. **“Parks Impact Fee”** shall mean the impact fee for parks, open space, and recreation facilities adopted in Chapter 3.70 SMC.
- O. **“Planned Action”** shall mean the Aurora Square CRA Planned Action.
- P. **“Planned Action Ordinance”** shall mean the City of Shoreline Ordinance 705.
- Q. **“Planned Action Project”** shall mean a project which qualifies as a Planned Action Project under the Planned Action Ordinance.
- R. **“Project”** shall mean the Project and Project Components described in Section 2 *Project Components* and depicted on **Exhibit D**.
- S. **“Property”** shall mean the property legally described on **Exhibit A** and depicted on **Exhibit B**.

- T. **“PROS Plan”** shall mean the Parks, Recreation, and Open Space Plan adopted by Council Resolution 412.
  - U. **“SEPA”** shall mean the State Environmental Policy Act.
  - V. **“SMC”** shall mean the Shoreline Municipal Code.
  - W. **“Status Report”** shall mean the written status report provided by Developer to the City documenting efforts related to the Project required by Section 6, *Status Report*.
  - X. **“Supplemental Site Design Guidelines”** shall mean the Supplemental Site Design Guidelines, attached hereto as **Exhibit F**.
  - Y. **“Transportation Consistency Analysis”** shall mean the April 5, 2019 Transportation Consistency Analysis prepared by TENW and approved by the City.
  - Z. **“Vested Code Provisions”** shall mean the Planned Action, Comprehensive Plan elements, the applicable land use regulations, environmental regulations, building and site design, utilities, transportation concurrency standards, as they may be modified by Section 12, *Modification of Land Use Regulations*, of this Agreement. Applicable provisions of Title 20 SMC are attached as **Exhibit L**.
2. **Project Components.** The Project will be comprised of the following components as further depicted in **Exhibit D**, the Conceptual Guide Plan:
- A. Approximately 1,358 multifamily residential units.
  - B. Approximately 75,610 square feet of commercial land use (including 3,450 square feet of existing commercial land use). Commercial land use shall not include storage facilities.
  - C. Parking for the residential and commercial land uses.
  - D. Transportation improvements as described in Section 7, *Off-Site Transportation Improvements*.
  - E. On-site motorized and non-motorized circulation as described in Section 8, *On-Site Motorized and Non-Motorized Circulation*.
  - F. Publicly-accessible open space as described in Section 9, *Open Space System*.
  - G. Utilities improvements as described in Section 10, *Utilities*.
3. **Development Approvals.** Developer shall have the right to develop the Property with up to 1,358 multifamily residential units and 75,610 square feet of commercial land uses (including 3,450 square feet of existing commercial land use). Residential units may be multifamily apartments or residential condominiums and may include affordable and market rate housing. Commercial land uses may include office, professional office,

medical office, retail, entertainment, restaurant uses, and other uses as authorized by the SMC but may not include storage facilities. Detailed development plans will be approved through the site development permit and other approval processes provided for in the SMC, as applicable. Any additional development on the Property beyond 1,358 multifamily residential units and 75,610 square feet of commercial land uses shall require an amendment to this Agreement as described in Section 33 (*Amendment of Agreement*) or shall be developed outside this Agreement and be consistent with the City's then-applicable regulations. Additional commercial square footage and office uses may be approved as a minor amendment to this Agreement provided that the aggregate commercial and office uses fall within the scope of the Planned Action Ordinance.

4. Flexibility. As a component of this Agreement, the Planning Commission has recommended, and City Council has approved the Conceptual Guide Plan which is considered a conceptual guide to which development of the Project will generally conform. It is not intended to require specific uses, square footages, building massing, building design, or specific buildings on specific parcels. Depictions of building footprints, bulk and scale drawings, and number of stories in the Conceptual Guide Plan are illustrative only. The Conceptual Guide Plan is intended to be an overall approved development envelope, with certain right-of-way improvements and public benefits to be delivered with respective project phases.
  - A. Project Components may be located on any parcel on the Property and the unit count of residential units may be modified so long as the City determines the modification generates the same or lesser net new PM peak hour trips as the use previously approved in the Approvals, based on the trip generation methodology in the Transportation Consistency Analysis and otherwise complies with the SMC and regulations or to this Development Agreement to the extent that certain provisions of the SMC are amended herein. Subsequent development phases shall be allowed to be flexible to achieve the CRA Vision. Modifications shall be done by mutual agreement of the Parties as set out in Section 33, *Amendment of Agreement*.
  - B. Deviations to the location, capacity or layout of the ingress/egress locations shown in the Conceptual Guide Plan may be requested, and if approved, modified through a Deviation from the engineering standards process.
5. Phasing. The Parties agree that the Project may be undertaken over multiple phases and the timing of each phase and its final configuration will be at the sole election of Developer in response to its development goals, business judgment, and market dynamics. The following Project Components depicted in the Conceptual Guide Plan, **Exhibit D**, are priorities the City has identified for the realization of the Planned Action. **Exhibit O** depicts the Open Space and on-site and off-site motorized and non-motorized circulation/transportation improvements which must accompany each Block.
  - A. Commercial, Retail, and Restaurants. The Parties recognize the need to redevelop a functionally obsolete department store while at the same time creating a new tax base for the City. Developer, as an industry recognized leader in owning, operating and leasing retail and retail-driven mixed-use properties has identified the current

appropriate retail and restaurant configuration based on the adjacency to Central Market and other market factors. These retail spaces and restaurants will generally follow the Conceptual Guide Plan, with the first phase including approximately 17,000 square feet of commercial space for a café, brew pub, restaurant and dessert shops clustered around the Open Space System and connecting to Westminster Way.

- B. Open Space System. Developer acknowledges the importance of there being publicly accessible open space incorporated into the Project. The Conceptual Guide Plan depicts Developer's approach to creating a series of these spaces spread throughout the Project. These spaces vary from green lawns for summer day picnics, outdoor movies and concerts in the park areas, to intimate plazas and paseos adjacent to lively restaurants and retail shops, well-appointed with comfortable seating areas and creative landscape and hardscape elements. **Exhibit E** refines the Open Space System. Subject to Section 4, *Flexibility*, and the Supplemental Site Design Guidelines, Open Space System components shall be provided as follows:
    - i. Westminster Plaza - with the construction of Block E.
    - ii. East Plaza - with the construction of Block D.
    - iii. West Plaza- with the construction of Block C.
    - iv. Community Open Space – with the earlier of the construction of Block B or C.
    - v. Pedestrian Shared Street - with the construction of Block C.
  - C. Westminster Way Connection. The City has identified Westminster Way as a key component of the CRA and, in connection with the Alexan project, is investing City resources towards the creation of a more pedestrian-friendly environment. The City expects the Project to leverage enhancements along Westminster Way, providing for enhanced pedestrian connections and introducing gathering areas and retail spaces within the buildings along Westminster Way.
  - D. Supplemental Site Design Guidelines. Each phase of the Project shall comply with the applicable Supplemental Site Design Guidelines.
6. Status Report. Developer will provide a regular Status Report to the City documenting its efforts related to the Project generally structured as follows:
- A. Annual Reporting. Developer shall provide a written Status Report annually every calendar year in January to the City Economic Development Program Manager until completion of the Project or the Development Agreement expires, whichever occurs first.
  - B. Contents. The Status Report shall include, but is not limited to, updates on:

- i. Construction, including public benefits, completed to date.
  - ii. Phases, including Project Components addressed in the Supplemental Site Design Guidelines, currently in development but not completed.
  - iii. Net new PM Peak hour trips generated by the Project.
  - iv. Conditions, including economic, regulatory and/or other factors that may impact current or future phases of the Project.
  - v. Developer efforts to market the Project.
  - vi. Developer shall not be obligated to disclose any proprietary or confidential information regarding the Project's financial status or potential tenants/partners.
  - vii. Any other factors that Developer identifies as relevant to the success of the Project.
- C. The City may, but is not obligated to, provide comments on the Status Report. As appropriate, Developer and the City shall meet and confer about any issues arising in the Status Report.
7. Off-Site Transportation Improvements. Ordinance 705 Exhibit A Section 1.2 Transportation provides that, as part of a voluntary agreement, the City may reduce the share of cost of frontage improvements that would otherwise be required of a project within the CRA if the City determines that other improvements implement high priority street improvements in place of lower priority improvements or meet other objectives that advance the CRA. As part of the Transportation Consistency Analysis, the Parties identified the Project's offsite transportation improvements. **Exhibit O** depicts the off-site transportation improvements which must accompany each Block. Developer shall be responsible for the following improvements:
- A. Westminster Way N. frontage improvements: Developer is responsible for its proportionate share of the cost of the improvements shown on **Exhibit G**, Westminster Way Frontage Improvements. Developer's proportionate share is due at the time of the first building permit for a building in Block E or F of the Conceptual Guide Plan.
  - B. N. 155<sup>th</sup> Street and Westminster Way Intersection: Completed with proportionate share contributions from the Project. The proportionate share at the intersection for Developer shall be the cost of the improvements as set out in Exhibit G. Developer's proportionate share is due at the time of the first building permit for a building in Block E or F of the Conceptual Guide Plan.
  - C. N. 160<sup>th</sup> Street Mid-Block Pedestrian Crossing with Rectangular Rapid-Flashing Beacons (RRFB) or similar treatment acceptable to the City Traffic Engineer at the

east leg of the N. 160<sup>th</sup> Street and Fremont Place N. This improvement will be made at the time of the first building permit for a residential building.

- D. N. 160<sup>th</sup> Street Rechannelization: Rechannelization of N 160<sup>th</sup> Street with approximately 1,200 lineal feet of frontage on both sides of 160<sup>th</sup> (from Dayton Ave N. to Linden Ave N. with transitions beyond) to provide 3 travel lanes and bike lanes on both sides of the street as demonstrated in the Transportation Consistency Analysis. The rechannelization shall be provided at the first building permit for a residential building.
- E. Deviation for N. 160<sup>th</sup> Street Amenity Zone and Pedestrian Facility. The City has determined that the North Promenade from A Street to N. 157<sup>th</sup> Street as shown in the Conceptual Guide Plan (Exhibit D) satisfies the criteria for granting a deviation from the Engineering Development Manual to allow the eight-foot wide ADA accessible pedestrian facility to be located on the Property within an easement rather than requiring Developer to dedicate Right of Way and construct the standard pedestrian facility behind the existing curb in the right-of-way. Developer may apply for and the City will grant a deviation for the North Promenade as generally shown on the Conceptual Guide Plan or in a comparable location, acceptable to the City, that respects the existing access easement. The North Promenade (approximately 0.39 acres) shall be provided with the construction of Block A or Block B, whichever occurs first and include a minimum eight-foot wide separated pedestrian and bicycle path that meets ADA standards. Developer shall grant an easement to the public for its use as a pedestrian and bicycle path. The existing sidewalk within the N. 160<sup>th</sup> Street right-of-way will remain.
- F. Greenwood Avenue N./NW Innis Arden Way and Greenwood Avenue N./N. 160<sup>th</sup> Street. The City has entered into a Transportation Mitigation Agreement with Shoreline Community College which requires the College to complete mitigation improvements at Greenwood Avenue N./NW Innis Arden Way and Greenwood Avenue N./N. 160<sup>th</sup> Street within 6 years of a certificate of occupancy for the College's student residence hall (Building Permit MFR 17 – 1322). Developer shall pay at building permit issuance for the first building in the Project following the City's issuance of permits for construction of the mitigation improvements its proportionate share based on 3 new PM Peak hour trips at these intersections out of a total of 58 PM peak hour trips generated by the College, provided that Developer's cost shall not exceed 5.2% of the cost of the mitigation improvements. The City expects to have identified a preferred alternative and cost estimate by Fall, 2019.
- G. Carlyle Hall Road/Dayton Avenue N./N.165<sup>th</sup> Street. The City's Transportation Mitigation Agreement with Shoreline Community Colleges requires the College to complete mitigation improvements at Carlyle Hall Road/Dayton Avenue N./N. 165<sup>th</sup> Street within 6 years of the City's receipt of an enrollment report showing a Full Time Equivalent enrollment of 5,340 or greater unless an updated traffic study demonstrates that mitigation is no longer necessary. Developer shall pay at issuance of the first building permit for the Project following the City's issuance of permits

for construction of the mitigation improvements its proportionate share of the improvements based on 3 new PM Peak hour trips out of a total of 21 trips generated by the College, provided that Developer's cost shall not exceed 14.3% of the cost of the improvements.

8. On-Site Motorized and Non-Motorized Circulation. Developer shall provide on-site motorized and non-motorized circulation as generally shown on **Exhibit D** using the Street Section and Design Plans in **Exhibit H** and will coordinate location and easements as necessary with adjacent property owners. **Exhibit O** depicts the on-site motorized and non-motorized circulation improvements which must accompany each Block.
  - A. N. 157<sup>th</sup> Street shall extend from Westminster Way N. to N. 160<sup>th</sup> Street and include a sharrow lane with markers and wayfinding signs to provide a bicycle connection from the Interurban Trail to the new N. 160<sup>th</sup> Street bicycle lane, the timing of which shall occur with the construction of Block C or D, whichever occurs first.
  - B. C Street shall be constructed with Block D.
  - C. B Street shall be constructed with the construction of Block B or Block C, whichever occurs first.
  - D. If provided, the Block A Promenade will be constructed with construction of Block A or Block B, whichever occurs first.
  - E. The access route shown on **Exhibit N** shall remain until C Street is constructed.
  - F. With each building permit application for demolition of a structure or portion of a structure or a new structure, Developer shall demonstrate how vehicular and truck access from N. 160<sup>th</sup> Street to Westminster Way will be provided.
9. Open Space System/City Parks.
  - A. As a component of the Project, Developer shall construct the Open Space System generally as shown on **Exhibits D and E** with the operations and maintenance according to **Exhibit I**, including the four open space components identified in this subsection. **Exhibit O** depicts the Open Space components which must accompany each Block. Each component shall include at least the minimum number of design elements required by the Supplemental Site Design Guidelines. While only the minimum number of design elements specified in the Supplemental Site Design Guidelines are required, Developer may propose as many of the design elements as may be feasible in an effort to create a unique sense of place that will enhance the probability of success for the Project.
    - i. The Central Plaza (East and West Plazas) is approximately 0.66 acres and will provide for informal active and passive recreation as well as more prescribed uses such as festivals, community gatherings, concerts or other event staging.

- ii. The Community Open Space is approximately 0.9 acres and will have a park-like character and allow for active play and lounging. It will act as a pedestrian gateway from the more residential upper areas of the site to the retail core.
  - iii. The Pedestrian Shared Street is approximately 0.7 acres and includes paths that will serve residents, visitors, pedestrians and cyclists as a web knitting the site together through a series of spaces allowing for moments of active and passive recreation including the Farmer's Market.
  - iv. The Westminster Way Plaza is approximately 0.49 acres and will provide a gateway from Westminster Way N. inviting people into the Open Space System. Wide open pedestrian paths create space for outdoor dining and gathering.
- B. Maintenance and Operations. The Open Space System shall be private property. Developer shall be responsible for the maintenance and operation of the Open Space System. However, Developer shall make the Open Space System available for reasonable public access and enjoyment subject to the guidelines provided in the Open Space System Operations & Maintenance Plan, **Exhibit I.**
- C. Multifamily Open Space. In addition to the Open Space System, pursuant to SMC 20.50.240.G, Developer will provide for each multifamily development within the Project the greater of 800 square feet of open space per development or 50 square feet of open space per dwelling unit. The Multifamily Open Space is not considered part of the Open Space System.
- D. Public Places for Commercial Portions of Project. Pursuant to SMC 20.50.240.F, for commercial portions of the Project, Developer will provide 4 square feet of public place per 20 square feet of net commercial floor area up to a maximum of 5,000 square feet. This requirement may be divided into smaller public places so long as each public place is a minimum of 400 square feet. These public places shall be considered part of the Open Space System.
- E. Credits Against Parks Impact Fees. Those components of the Open Space System for which the City grants credit against parks impacts fees shall be subject to covenants or other legally binding provisions mutually agreed upon by the Developer and the City to assure that the components are open and accessible to the public with agreed upon operations and maintenance as provided in **Exhibit I.** The purposes of these components of the Open Space System shall be for open space, landscape/hardscape, recreation, pedestrian and access by the public.
- F. Maintenance of Shoreview Park and Boeing Creek Park Trails. As an additional public benefit, Developer shall make a voluntary contribution of Fifty Thousand Dollars (\$50,000) each (One Hundred Thousand Dollars (\$100,000) in total) at the time of issuance of the certificates of occupancy for the first two residential



structures. The City shall use these funds for maintenance of trails in Shoreview Park and/or Boeing Creek Park.

10. Utilities. Developer will construct the requisite water, sanitary sewer, and stormwater facilities onsite and pay any connection fees and impact fees due for utility facilities located offsite as part of the buildout of the Project. The City has determined that the Project qualifies as a Planned Action Project and that no off-site utility improvements within the City's control are required. However, Developer remains responsible for the costs associated with alteration or extension of on-site utility infrastructure necessary to connect to the City's infrastructure and will coordinate as necessary with adjacent property owners.
11. Relocation of Existing Stormwater Line. An existing City stormwater line is located on the Property adjacent to the Westminster Way N. right-of-way. No easement of record exists for the stormwater line which primarily serves Property other than Shoreline Place. To resolve this encroachment, the City will relocate the City stormwater line from the Property to the Westminster Way N. right-of-way in conjunction with certain City improvements to Westminster Way N. and to N. 155th Street currently planned for 2020.
12. Modifications to Land Use Regulations. Pursuant to RCW 36.70B.170 *et. seq.*, the City has approved through this Agreement the modifications to the Vested Code Provisions specified in this Section. All other Vested Code Provisions shall apply.

A. Dimensional Requirements:

- i. Table 20.50.020(3) is modified as follows: Base Height shall be 80 feet.

B. Site Design:

- i. Site Frontage. SMC 20.50.240.C.1.e is modified as follows:

A building's primary entry shall be located on a street frontage and recessed to prevent door swings over sidewalks, or an entry to an interior plaza or courtyard from which building entries are accessible. For buildings adjacent to Westminster Way N. or N. 160<sup>th</sup> Street, the primary entrance may be from an internal open space with a pedestrian connection to the public right-of-way or from onsite circulation roads. See, **Exhibit J.**

- ii. Internal Site Walkways. SMC 20.50.240.E.1.c is modified as follows:

- c. Raised walkways at least eight feet wide shall be provided for every three, double-loaded aisles or every 265 200 feet of parking area width provided that no parking stall is more than 100 feet from a walkway. Walkway crossings shall be raised a minimum three inches above drive surfaces. Walkways shall be identified to motorists and pedestrians through the use of one or more of the following methods: changing paving materials, patterns, or paving color; change in paving height; decorative bollards; painted crosswalks; raised median walkways with landscaped buffers; or stamped asphalt.

C. Building Design:i. Building Articulation. SMC 20.50.250.B.3 is modified as follows:

Multifamily buildings or residential portions of a commercial building shall provide the following articulation features at least every ~~35~~ 80 feet of façade along the street, park, public place, or open space. Parking structure façades fronting public streets shall apply to this subsection only as material, color, texture, or opening modulations and not as offset modulations:

- a. Vertical building modulation 18 inches deep and four feet wide, if combined with a change in color or building material. Otherwise, the minimum depth of modulation is 10 feet and the minimum width for each modulation is 15 feet. Balconies may be used to meet modulation; and
- b. Distinctive ground or first floor façade, consistent articulation of middle floors, and a distinctive roofline or articulate on 35-foot intervals.

## ii. SMC 20.50.250.B.5 is modified as follows:

Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 20 feet throughout floors above the ground level floor.

D. Parking:

## i. Table 20.50.410F is modified as follows:

A	B	C	D	E	F
Parking Angle	Stall Width (feet)	Curb Length (feet) (No modification)	Stall Depth (feet)	Aisle Width (feet)	Unit Depth (feet)
				1-Way 2-Way (No modification)	1-Way 2-Way (No modification)
90	<del>8.0</del> <u>7.5*</u> Min. 8.0 Desired 9.0	8.0* 8.5 9.0	<del>16.0</del> <u>15.0*</u> <del>20.0</del> <u>16.0</u> <del>20.0</del> <u>18.0</u>	23.0 23.0 23.0 23.0 23.0 23.0	** ** 63.0 63.0 63.0 63.0

\* For compact stalls only. No more than 50 percent of the required minimum number of parking stalls may be compact spaces.

## ii. SMC 20.50.410.H is modified as follows:

Any parking spaces abutting a landscaped area on the driver or passenger side of the vehicle shall provide an additional 18 inches to provide a place to step other than in the landscaped area. The required 18-inch step – off may be satisfied by a

12-inch paving strip behind a 6-inch curb. See **Exhibit J**. In a parking garage, any space abutting a wall shall provide an additional 18 inches.

13. Process.

- A. The Parties understand that, during its review of development applications, the City will likely provide correction comments. To streamline review and achieve the CRA Vision in a timely fashion, the City will strive to provide all its correction comments in its first set of review comments on an application, provided that the Applicant for the relevant development application may request preliminary comments. After the completion of two review cycles (not including preliminary comments), the City shall expedite a meeting to address any remaining correction comments.

14. Short Subdivision or Binding Site Plan. The Parties agree that a Short Subdivision or Binding Site Plan is necessary for the development of the Project. Developer acknowledges that any Short Subdivision or Binding Site Plan for the Project shall be required to comply with the applicable SMC provisions and review procedures. A Short Subdivision may be phased as follows:

- A. The first phase and each subsequent phase other than the final phase shall include a conceptual utility/infrastructure plan showing how future phases can be served.
- B. For each phase, the Developer must provide the transportation, Open Space System, and utility improvements necessary to support the current phase as well as cumulative impacts of previous phases so that the current phase can stand alone. A current phase may not be dependent on construction of improvements to be provided in a future phase unless specifically authorized in this Agreement.
- C. If a Short Plat is processed, then consistent with SMC 20.30.450 and RCW 58.17.140, a final plat for the first phase must be submitted to the City for approval within 5 years of the approval of the preliminary short subdivision. A final plat for each subsequent phase must be submitted to the City for approval within 5 years of approval of the final plat for the prior phase.

15. Critical Areas. There are no critical areas on the Property. Boeing Creek is a piped stream within the N. 160<sup>th</sup> Street right-of-way, requiring a 10-foot buffer. SMC 20.80.274.C.4 permits clearing and grading within the buffer. The Project will provide the required 10-foot buffer. SMC 20.30.355.C.6 is satisfied.

16. Public Benefits. Parties acknowledge that the Project is advancing the CRA, including but not limited to the policies and goals identified on pages 7 and 17 of the Conceptual Guide Plan. Parties agree that the proposed public benefit items in the Public Benefit Matrix, outlined in **Exhibit C**, are consistent with the SMC, Shoreline Comprehensive Plan, CRA, and Planned Action. The City will not request or require any additional public benefits as part of the Project so long as the application is consistent with the Agreement.

17. Vesting. Developer shall be entitled to develop Conceptual Guide Plan projects under the Vested Code Provisions. Vesting will occur as of January 4, 2019, the date that a complete application for a Development Agreement was filed and shall run for a term of twenty (20) years.
- A. Except as provided in Section 18, *Impact Fees*, vesting does not apply to impact fees; plan review/inspection fees; connection charges; building code changes; or City, state, or federal stormwater requirements which are generally applicable throughout the City.
  - B. Developer acknowledges the City reserves all rights to impose new or different regulations as authorized by RCW 36.70B.170(4).
  - C. Due to the length of the vesting term, the Parties understand that allowing some future amendments to Vested Code Provisions to apply to the Project may provide public and Developer benefit. The Parties recognize that neither Party is prescient enough to anticipate all of the potential changes in technology or Developer's business needs, lease matters, construction techniques, economic cycles or architectural design that may occur during the vesting period. The Developer, in its sole discretion, may request and City may allow application of Code Amendments to Conceptual Guide Plan projects, including but not limited to changes in parking regulations. For example, technologies related to parking (autonomous vehicles, ride-share enhancements, etc.) may change resulting in a decreased parking demand in the Project from that currently required. The City may approve the use of such amended Code provisions administratively only if it determines the following criteria are met:
    - i. The Code Amendment does not permit new uses prohibited under the Vested Code Regulations.
    - ii. The Code Amendment does not authorize an increase in the number of residential units proposed.
    - iii. The Conceptual Guide Plan project will satisfy the City's traffic concurrency standards.
    - iv. The City concludes that application of the Code Amendment provides an overall benefit to the public.

The application of a Code Amendment shall not affect Developer's vesting to other Vested Code Provisions.

18. Impact Fees.

- A. Transportation Impact Fee.
  - i. Transportation Impact Fee Calculation. Pursuant to SMC Chapter 3.80, Transportation Impact Fees shall be calculated at the rates set forth in

SMC Chapter 3.01 applicable at the time of submittal of a complete application for a building permit or upon an independent fee calculation consistent with SMC Chapter 3.80 and approved by the City Traffic Engineer. Transportation Impact Fees shall include credit for prior land uses identified by Developer to be demolished or repurposed at time of building permit application as provided in SMC 3.80.050, as amended. All fees shall be paid in full prior to building permit issuance. The following modifications apply to the calculation of Transportation Impact Fees:

- a. In the event demolition associated with a credit is not completed prior to the request for temporary occupancy for the permit for which the credit was applied, the Developer shall pay the City the full amount of the credit before the City will issue a Temporary Certificate of Occupancy.
- b. In the event the new vehicle trips for a building permit application are less than the trips associated with those that serve as the basis for the credit for that application, resulting in surplus trips, the surplus trips may be applied to future building permit applications within the Project, thereby reducing the transportation impact fees on future building permit applications. The surplus trips shall be reported and tracked in the Status Report, *Section 6*.

- B. Fire Protection Facility Impact Fee Credit. The City has entered into an Interlocal Agreement with the Shoreline Fire Department to collect impact fees for fire protection facilities. SMC 3.75.060.B.2 provides that, if no impact fee was paid for the immediately preceding use, the impact fee for the new use shall be reduced by an amount equal to the current impact fee for the immediately preceding use. Approximately 330,617 square feet of Commercial 1 retail uses previously operated on the Property.
- C. Parks Impact Fee Credit. The City has determined that certain components of the Open Space System within the Project (**Exhibits E and M**) support the goals of the City's 2017-2023 PROS Plan for public-private partnerships to provide access to recreational and public open space. The Aurora Square CRA Plan similarly speaks to private investment in outdoor amenities available for public use and the Aurora Square Planned Action EIS further recognizes that redevelopment will increase the demand for open space. Despite this, the Rate Study for Impact Fees for Parks, Open Space and Recreation Facilities, City Clerk Receiving No. 8871, did not include a park capacity project specifically near or within Aurora Square so as to entitle Developer to a park impact fee credit pursuant to SMC 3.70.080 at this time.

To effectuate the above objectives, City staff will present for City Council consideration an amendment to the Rate Study and the City's Capital Facilities Plan to identify the CRA and include components of the Open Space System authorized by this Agreement and that provide perpetual access to recreational and public open space. Upon an amendment to the Rate Study and Capital Facilities Plan, Developer shall be entitled to a credit against applicable parks impact fees as

provided for herein, in **Exhibit M**, and pursuant to SMC 3.70.080 for those projects that meet the credit requirements. The Developer shall be responsible for notifying the City in a timely manner for those portions of the Open Space System for which it would like inclusion in the Capital Facilities Plan by the City Council.

The Developer shall request a credit prior to issuance of the building permit for the relevant component of the Open Space System to be constructed by the Developer that is required by the City as a condition of approving the development activity as set forth in this Agreement. Credits shall be calculated at the time of submittal of a complete application for a building permit based on the City's current forms and impact fees at that time and shall be based upon the property acquisition costs as set out in the most current Rate Study and eligible improvements.

19. Transportation Capacity and Infrastructure; Parking Management.

- A. The Transportation Consistency Analysis demonstrates that, with the completion of roadway improvement projects identified in Section 7: A-D, *Off-Site Transportation Improvements*, there will be sufficient motorized and non-motorized capacities (roads, sidewalks, bike lanes) to meet the City's adopted level of service standards to safely support the Project in all phases. SMC 20.30.355.C.3 is satisfied.
- B. With each building permit application for a new structure, Developer shall demonstrate adequate parking and a parking management plan based on all of the uses of the Property at the time of permit application.

20. Concurrency Reservation. The City's transportation concurrency regulations, SMC 20.60.140, were adopted in accordance with the GMA (see, RCW 36.70A.060(6)(b)). Their purpose is to ensure that the City's transportation system is adequate to serve future development at the time the development is available for occupancy without decreasing current service levels below establish minimum standards. The City has determined that development of up to 1,358 residential units and 75,610 square feet of commercial space through the year 2039 passes the concurrency test and agrees that no further concurrency review will be required. Within thirty (30) days of the effective date of this Agreement, the City shall issue a Certificate of Concurrency for Developer's Conceptual Guide Plan, with an expiration date that is the same as the expiration date of this Agreement.

21. Accounting for Project Net New PM Hour Trips. The total net new PM peak hour trips shall not be allowed to exceed 160 at any point in time. To ensure that Project-generated net new PM Peak hour trips remain within the CRA Trip Budget, the City shall maintain an accounting of the Project's net new PM peak hour trips using the methodology in **Exhibit K** and an accounting tool consistent with **Exhibit K**. The calculation of net new trips shall be completed on a building permit-by-building permit basis and will utilize the City's estimation forms or an independent fee calculation consistent with SMC 3.80.060, and approved by the City Traffic Engineer.

22. Stormwater Detention and Treatment.

- A. General Standards. All stormwater facilities shall meet current City, state, and federal regulations in effect at the time of application for the permit triggering the need for stormwater facilities. Said compliance includes adherence to the terms of the then-current Western Washington Phase II NPDES Municipal Stormwater Permit issued by the Department of Ecology that is in effect at the time of application for the implementing entitlement permit.
  - B. Use of Future Technologies. The Parties recognize that stormwater treatment science is evolving. Developer shall have the option, but not the requirement, to use any treatment options contained in current or future Department of Ecology stormwater manuals and corresponding City stormwater technical manuals that are approved for general use by the City so long as the resulting use of technology would lead to stormwater treatment equivalent to, or better than, other authorized stormwater treatment technologies and so long as such technologies are consistent with federal and state law, including Ecology's Phase II permit, as it now exists or as may hereafter be amended.
  - C. Acknowledgement of Sufficient Stormwater Capacity. The City's consultant has indicated that the existing downstream conveyance is sized appropriately for current site conditions. Redevelopment of the Property will decrease future peak discharge rates through use of on-site detention in accordance with applicable local and state requirements.
- 23. Acknowledgement of Sufficient Water Supply and Capacity to Serve Future Development. As explained in the CRA EIS, the City of Seattle was provided with a description of the growth planned for the CRA and indicated that the water system has capacity for this growth. The Developer shall provide the City with a Water Availability Certificate with all building permit applications requiring the provision of potable water and/or fire flow.
  - 24. Acknowledgment of Sufficient Sanitary Sewer. The Ronald Wastewater District (District) has analyzed its existing and future sanitary sewer capacity and infrastructure. Based on its review for the next 25 years, the District has acknowledged that there is sufficient local sanitary sewer capacity and infrastructure in place or planned to serve the Project and that Developer may construct on-site capacity and connect to the District's sanitary sewer system to serve the Project subject to review and approval of a Developer Extension Agreement.
  - 25. State Environmental Policy Act Compliance. To create an incentive for and to streamline development within the CRA, the City prepared the CRA EIS and adopted the Planned Action Ordinance. The CRA EIS Preferred Alternative evaluated the impacts of adding 1,500,000 square feet to the existing 582,725 square feet in the CRA through the year 2030, including adding 250,000 square feet of additional retail, 250,000 square feet of additional commercial/office and 1,000 residential units. The City addended the CRA EIS on March 8, 2019. The CRA Planned Action authorizes this amount of commercial space, retail space, and dwelling units. Section 3.C(2)(b) of the Planned Action Ordinance allows shifting development between these land uses when: (a) total build out is less than the aggregate amount of development reviewed in the CRA EIS; (b) the CRA Trip Budget

(808 net new PM Peak hour trips within the CRA by the year 2030) is not exceeded; and (c) development impacts identified in the CRA EIS are mitigated consistent with Exhibit A of the Planned Action Ordinance. The City has determined that:

- A. With the Project, the Alexan Apartments, and existing land uses, total build out in the CRA is less than the aggregate amount of development reviewed in the CRA EIS.
  - B. The Transportation Consistency Analysis demonstrates that, with the Project, the Alexan Apartments and other existing land uses, the CRA Trip Budget is not exceeded.
  - C. The Transportation Improvements provided for in Section 7, *Off-Site Transportation Improvements*, fully mitigate the transportation impacts of the Project consistent with the Planned Action Ordinance and the Transportation Consistency Analysis.
  - D. The shift of development amounts between land uses within the Project satisfies Section 3.C(2)(b) of the Planned Action Ordinance thereby allowing 1,358 residential units.
  - E. The Project is within both the geographic and development intensity scope of the redevelopment contemplated in the CRA Planned Action, which adequately addressed the significant environmental impacts of the Project and has been utilized to formulate the conditions on the Project.
  - F. The Project qualifies as a Planned Action Project pursuant to SMC 20.30.357.
  - G. Compliance with the Approvals shall constitute complete mitigation of the environmental impacts of the Project.
26. Consistency with Comprehensive Plan. As outlined in this Agreement and required by SMC 20.30.355.C.1, the Project is consistent with the goals and policies of the Comprehensive Plan.
27. Confirmation of Consistency and Future City Interpretations. City approval of this Agreement evidences its consistency with the SMC.
28. Sustainability. As required by SMC 20.30.355.C.2, the Project will provide innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design as demonstrated in the Conceptual Guide Plan. Developer shall incorporate the following LEED ND (Neighborhood Development) Credit categories into the Project design: Smart location, Access to quality transit and bicycle facilities, Housing and jobs proximity, Walkable streets, Compact Development, Mixed Use Neighborhoods, Reduced Parking footprint, Connected and open Community, Connected parks and outdoor space, Access to Civic and Public Space, Community Outreach and Involvement, Tree-lined and shaded streetscapes, Rainwater management, Heat Island Reduction, Recycled and Reused Infrastructure, and Light Pollution Reduction.



29. Transitions. Property on the north side of N. 160<sup>th</sup> Street (across the right-of-way from Building B1) is zoned R-6. The architectural design and site design elements along N. 160<sup>th</sup> Street, including landscaping, open space, retention of significant trees, parking/traffic management, and multimodal transportation improvements will create necessary transitions and minimize conflicts with the R-6 properties to the North. SMC 20.30.355.C.5 is satisfied.
30. Permit Review and Processing. Developer agrees to obtain all required permits, pay all permitting/review fees as established by the City. Permitting and land use review fees will adjust over time and Developer agrees to pay the fees in place at the time of application for construction of each phase of the Project.
31. Agreement to Run With the Land. For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Developer's successors and assigns.
32. Term. The term of this Agreement shall be twenty (20) years from the Effective Date of this Agreement. The City and Developer may mutually agree to extend the term of the Agreement in writing.
33. Amendment of Agreement. Amendment of Agreement. Amendment of this Agreement is subject to the provisions of Section 56 (*Final and Complete Agreement*). Amendments to the Agreement shall be designated as either minor or major amendment by the Director of Planning and Community Development, in consultation with affected City Departments.
- A. Minor Amendments. A minor amendment is an amendment that is not defined below as a major amendment.
- B. Major Amendments. A major amendment shall require an amendment to the Agreement and expressly includes:
1. Changing the term of the Agreement as set forth in Section 17 *Vesting*;
  2. Modifying the Open Space requirements set forth in Section 5.B *Phasing* or Section 9, *Open Space System*;
  3. Increasing the number of residential dwelling units set forth in Section 3 *Development Approvals* by more than ten percent (10%);
  4. An amendment that would cause an exceedance of the "CRA Trip Budget" as defined in the Agreement;
  5. Proposing a land use that is not allowed in the zone;
  6. An amendment to any of the modifications set forth in Section 12 *Modifications to Land Use Regulations*; or

7. An amendment creating new significant environmental impacts not evaluated in the Aurora Square Planned Action FEIS.
- C. Processing of amendments.
1. Major Amendments shall be processed as set forth in SMC 20.30.355(E)(1), requiring notice, a public hearing before the Planning Commission and City Council approval by ordinance or resolution, except that such amendments are not required to conform to SMC 20.30.355(B) Development Agreement Contents and will only be subject to the applicable Decision Criteria in SMC 20.30.355(C) based on the subject matter of the proposed amendment.
  2. Minor Amendments shall be administratively reviewed and approved by the Director of Planning and Community Development following the procedures for a Type A decision as set forth in SMC 20.30.040 without notice, public hearing, or city council approval. In reviewing such amendments, the Director shall consult with affected City departments.
  3. The Director's decision classifying an amendment as major or minor is final and not subject to reconsideration or administrative appeal.
  4. The City's decision to approve a minor or major amendment is discretionary. The City may impose reasonable conditions of approval on any amendment.
  5. The fee for processing of a minor or major amendment shall be the hourly rate set forth in SMC 3.01.010 for a development agreement at the time of the amendment.
  6. If approved, the Developer shall record the executed amendment as provided in SMC 20.30.355(E)(2).
34. Additional Parcels. In the event that Developer acquires additional parcels adjacent to the Property and/or within the CRA, Developer may apply to have the additional parcels made subject to this Agreement as a minor amendment and the Project elements adjusted accordingly so long as the proposed uses of the additional parcels are consistent with the Planned Action and do not cause an exceedance of the CRA Trip Budget. All other terms and conditions of the Approvals would apply.
  35. Construction of Documents. In the event there are any conflicts or ambiguities between the terms of the body of this Agreement and the terms in any of the Exhibits, the terms of the body of this Agreement shall control.
  36. Indemnification. Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto, each Party shall protect, defend, indemnify and hold harmless the other Party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the Party's own officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against

a Party, the Party whose sole negligent actions or omissions gave rise to the claim shall defend the other Party at the indemnifying Party's sole cost and expense; and if final judgment be rendered against the other Party and its officers, agents, and employees or be rendered jointly against the Parties and their respective officers, agents, and employees, the Party whose sole negligent actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each Party shall indemnify and hold the other Party harmless only to the extent of the indemnifying Party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.

37. Agreement Consistency with RCW 82.02.020. The mitigation requirements established by this Agreement are consistent with the requirements of RCW 82.02.020 and mitigate the direct impacts that have been identified as a consequence of the Project.
38. Recording. This Agreement shall be recorded with the King County Recorder's Office at Developer's expense.
39. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns. Developer shall have the right to sell, transfer, mortgage, hypothecate, convey or take any other similar action regarding the title to or financing for all or any portion of the Property, provided however that any such transfer, sale, etc. shall be subject to the terms and conditions, rights and obligations of this Development Agreement and all attachments thereto. At least 30 days prior to the effective date of any such transfer, the Developer or any other transferor shall (1) formally notify the transferee of this Development Agreement, and (2) formally notify the City of the intended transfer.
40. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.
41. Authority. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that will be enforceable against each Party in accordance with the terms herein.
42. Delays. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. Force Majeure means extraordinary natural events or conditions such as war,

riot, labor disputes, or other causes beyond the reasonable control of the obligated party. The City's or Developer's inability to fund, or decision not to fund, any of its obligations shall not be an acceptable reason for delay.

43. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the notice in the manner aforesaid:

Developer:

MGP XII SB AURORA, LLC  
c/o Merlone Geier Partners  
Attn: Jamas Gwilliam  
4365 Executive Drive, Suite 1400  
San Diego, CA 92121  
Phone: 858-259-9909  
Email: jgwilliam@merlonegeier.com

And to its Attorney:

Alison Moss  
Schwabe Williamson & Wyatt  
1420 5<sup>th</sup> Avenue, Suite 3400  
Seattle, WA 98101

City of Shoreline:

And to its Attorney:

44. Dispute Resolution. The Parties shall follow the procedures in this section to address disputes. For the purpose of this Section, any written request or notice shall be sent to the Parties as set forth in Section 43, Notices. Performance of each Party's obligations and responsibilities of this Development Agreement, not subject to the dispute, shall continue during any dispute resolution or mediation proceedings. If the Parties are unable to resolve the dispute after utilizing the methods set forth in

this Section, then either Party may seek to enforce the provisions of this Development Agreement through any method afforded by law.

- A. **Informal Resolution.** It is the Parties' intent to work cooperatively and in good faith to resolve any disputes in an efficient and cost-effective manner. In the event of any dispute as to the interpretation or application of the terms or conditions of this Agreement, Developer and the City, through their designated representatives, shall meet within ten (10) working days after the receipt of a written request from the other Party for the purpose of attempting, in good faith, the prompt resolution of the dispute. Such a meeting may be continued by mutual agreement of the Parties to a date certain to include other persons or parties, or to obtain additional information.
- B. **Mediation.** In the event that such a meeting does not resolve the dispute, or the meeting is not held within ten (10) working days, prior to commencing any litigation, except for a request for a temporary restraining order or preliminary injunction, the Parties shall first attempt to mediate the dispute. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association. Any mediator so designated must be acceptable to the Parties. The mediation will be conducted in King County, Washington. Any Party may terminate the mediation at any time. All communications during the mediation shall be confidential and shall be treated as settlement negotiations for the purpose of applicable rules of evidence, including Evidence Rule 408. However, evidence that is independently admissible shall not be rendered inadmissible by nature of its use during the mediation process. The mediator may not testify for either Party in any subsequent legal proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The cost of any mediation proceedings shall be shared equally by the Parties. Any cost for a Party's legal representation during mediation shall be borne by the hiring Party.
- C. **Arbitration.** The Parties may voluntarily agree to Arbitration. If the Parties have agreed to arbitration, within fifteen (15) days of the receipt of a written request from the other Party of Default, the Parties shall confer and seek to agree upon a single arbitrator. If the Parties cannot agree on a single arbitrator, then the arbitration will be referred to Judicial Arbitrators and Mediators Seattle ("JAMS"). Each Party shall select a representative from JAMS, the representatives shall then meet, confer and select one of their colleagues to serve as the arbitrator, but if JAMS is not in existence or not able to hear the matter, then either Party may apply to the Washington Superior Court for appointment of a single arbitrator pursuant to RCW 7.04.050. The arbitrator shall establish the procedures and allow presentation of written and oral information but shall render its final decision within thirty (30) days after the matter is referred to arbitration, unless the

Parties agree to additional time in writing. The Parties shall pay equally the cost of the arbitration.

45. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this Agreement shall lie in King County Superior Court.
46. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement are material.
47. Attorneys' Fees. In any arbitration or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.
48. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
49. No Partnership. Nothing in this Agreement is intended to create any type of partnership or joint venture relationship between the Parties as to the Property or its development.
50. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.
51. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.
52. Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This Section shall not require the execution of any document that expands, alters, or in any way changes the terms of this Agreement.
53. Exhibits. This Agreement includes the following exhibits which are incorporated by reference herein:
  - A. Exhibit A - Legal Description of Property.
  - B. Exhibit B – Property.
  - C. Exhibit C – Public Benefit Matrix.

- D. Exhibit D – Conceptual Guide Plan.
- E. Exhibit E – Open Space System.
- F. Exhibit F -Supplemental Site Design Guidelines.
- G. Exhibit G –Westminster Way Improvements.
- H. Exhibit H – Street Sections and Design Plans.
- I. Exhibit I - Open Space System Operations & Maintenance Plan.
- J. Exhibit J - Illustrations of Modifications to Land Use Regulations.
- K. Exhibit K - Net New PM Peak Hour Trip Accounting Tool.
- L. Exhibit L – Vested Provisions of Title 20 SMC.
- M. Exhibit M – Shoreline Place Open Space Potential Credit Calculations.
- N. Exhibit N – Phase 1 Circulation Plan
- O. Exhibit O – Block Plan and Required Improvements per Phase

54. Counterparts. This Agreement may be signed in any number of identical counterparts, each of which shall be considered an original even if it is transmitted by electronic means and taken together those identical counterparts will be considered to constitute one and the same instrument. The Effective Date of this Agreement shall be the date when the last representative of the City and/or Developer executes and transmits a copy of the signed Agreement.
55. Full Understanding. The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.
56. Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the development of the Project. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the Exhibits hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Developer:  
**MGP XII SB AURORA, LLC,**  
a Delaware limited liability company

By: Merlone Geier XII, LLC,  
a California limited liability company

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

City of Shoreline  
A Washington municipal corporation

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON  
COUNTY OF KING

ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be \_\_\_\_\_ of MGP XII SB Aurora, LLC that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF KING

ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be \_\_\_\_\_ of the CITY OF SHORELINE, a Washington municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

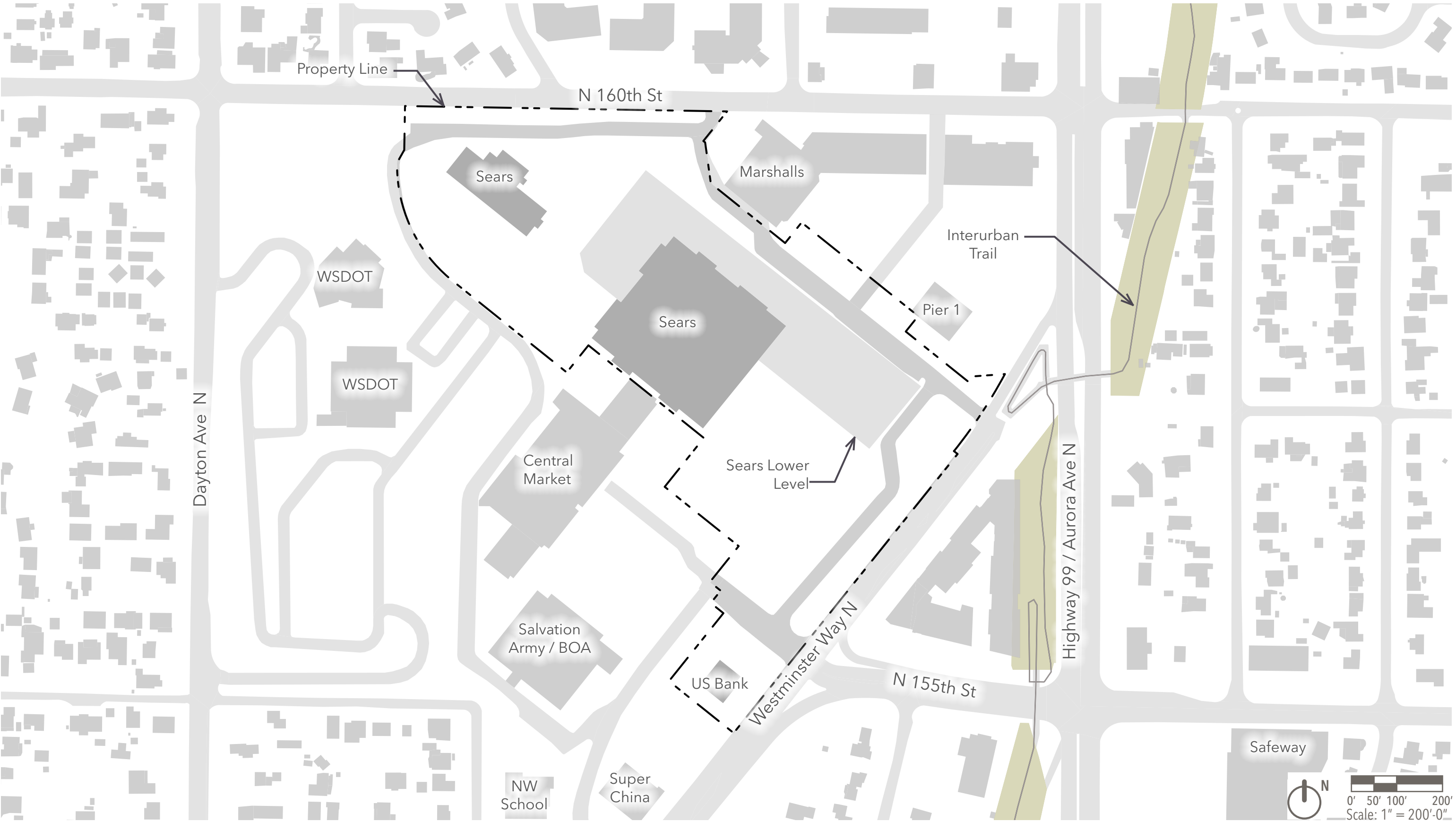
Attachment A - Exhibit A  
Shoreline Place Development Agreement  
Exhibit A – Legal Description of Property

**Legal Description**

**LOT 2 OF KC SHORT PLAT #685084 REC #8603181210 LESS POR DAF - BEG AT NELY COR OF SD LOT 2 TH W ALG NLY LN OF SD LOT 2 89.49 FT TH S 37-27-53 W 82 FT TH S 52-32-07 E 5 FT TH S 09-08-56 E 89.44 FT TH N 37-27-53 E 197.69 FT TO POB & LESS POR DAF-BEG AT MOST SLY COR OF LOT 1 OF SD SP TH N 84-33-29 W 65.25 FT TO TPOB TH N 52-32-07 W 130 FT TH N 37-27-53 E 25 FT TH N 52-32-07 W 47 FT TH S 37-27-53 W 43 FT TH S 52-32-07 E 177 FT TH N 18 FT TO TPOB SD SP DAF - POR OF S 1/2 OF NW 1/4 & NE 1/4 OF SW 1/4 DESC AS FLS - BAAP ON SLY MGN OF N 160TH ST 453.20 FT E OF C/L OF DAYTON AVE N TH E ALG SD SLY MGN 1425.73 FT TO WLY MGN OF WESTMINSTER WY N TH ALG SD WLY MGN S 01-09-30 E 47.45 FT TH S ALG CRV TO RGT RAD OF 1081.27 FT ARC DIST 729.39 FT TH S 52-30-30E 10 FT TH S 37-29-30 W 773.52 FT TO NELY MGN OF PLAT OF AURORA SQUARE TH ALG SD PLAT N 52-33-49 W 179.32 FT TH N 37-26-11 E 188.31 FT TH N 52-31-47 W 35.05 FT TH N 37-28-13 E 34.00 FT TH N 52-31-47 W 30.00 FT TH N 37-28-13 E 99.50 FT TH N 52-31-47 W 205.00 FT TH N 37-28-13 E 135.50 FT TH N 52-31-47 W 320.00 FT TH S 37-28-13 W 75.00 FT TH N 52-31-47 W 148.00 FT TO MOST NLY COR OF SD PLAT TH N 52-32-02 W 168.87 FT TO BEG OF CRV TO RGT RAD 320.00 FT ARC DIST 291.64 FT TH N 28-00-00 E 31.76 FT TH N 00-18-57 W 95 FT M/L TO BEG - AKA LOT B OF KC LOT LN ADJ #8701010 APPROVED 1-22-87**

**(Parcel No. 182604-9014)**

EXISTING SITE PLAN



**Exhibit C**  
**Public Benefit Matrix**

- Fulfills the Community Renewal Area Vision of 21<sup>st</sup> century renewal of creating a “one-stop” convenient shopping and living solution.
- Provides a series of publicly – accessible open spaces spread throughout the Project varying from green lawns for summer day picnics, outdoor movies and concerts in the park areas, to intimate plazas and paseos adjacent to lively restaurants and retail shops, well-appointed with comfortable seating areas and creative landscape and hardscape elements.
- Provides a permanent home to the Shoreline Farmers Market.
- Unlocks buildable land.
- Provides the opportunity for entertainment and dining options.
- Provides the opportunity for goods and services options.
- Fulfills the City’s goal of rebranding Aurora Square, reflecting the renewed energy and direction of the Center.
- Activates the Center at all times of the day, every day of the week.
- Revitalizes a blighted 1960s – era building.
- Provides a paradigm for future redevelopment of the remainder of the CRA.
- Provides tax revenue.
- Provides housing choices.
- Provides a mixture of residential and commercial uses, reducing the need for daily – needs vehicle trips and creating opportunities for living and working in close proximity, reducing vehicle miles traveled.
- Provides multi-modal connectivity externally to Westminster Way N., 160<sup>th</sup> Street, Shoreline Community College, the Interurban Trail, and transit and internally within and between the upper and lower levels of the Center.
- Creates a walkable community.
- Encourages healthy forms of transportation.
- Upgrades internal and external infrastructure (water, sanitary sewer, and stormwater).
- Redevelopment of the site and implementation of water quality and stormwater management measures results in improved stormwater quality for the City and Region.
- Leverages the City’s investments in the redesign of Westminster Way N. and completes the Westminster Way N. and Westminster Way N./N. 155<sup>th</sup> Street intersection improvements.
- Re-channelizes N. 160<sup>th</sup> Street to provide 3 travel lanes and bike lanes on both sides of the street.
- Provides a mid – block pedestrian crossing on N. 160<sup>th</sup> Street.

**Attachment A - Exhibit C**  
**Shoreline Place Development Agreement**  
**Exhibit C – Public Benefit Matrix**

- Creates 2.75-3.47 acres of publicly accessible park like open space
- Includes \$100,000 for maintenance of trails at Boeing Creek and Shoreview Park





**SHORELINE PLACE**

 **SHORELINE PLACE**

**MerloneGeier**  
Partners

**GGLO** DESIGN

**PACLAND**

**HEWITT**

 **TENW**

Development Agreement | Conceptual Design Submittal  
12.21.2018

15711 Aurora Ave N  
Shoreline, WA 98133

Printed: 12.19.2018



**Address:**

15711 Aurora Ave N  
Shoreline, WA 98133

**Parcel Number:**

182604-9014

**Lot Area:**

754,164 sf (17.32 acres)

**Zoning:**

MB - 70

**Overlay Zones:**

Aurora Square Community Renewal Area

**Residential Units:**

Proposed 1,358 new residential units

**Commercial/Retail:**

3,450 sf existing retail - to remain  
72,160 sf new retail - proposed  
75,610 sf overall retail on site - proposed

**Parking Stalls:**

370 surface stalls - proposed  
1,598 stalls within residential buildings - proposed

**MerloneGeier  
Partners**

**Owner:**

Merlone Geier Partners  
457 SW 148th Street, Suite 202  
Burien, WA 98166  
Contact: James Gwilliam  
(858) 259-9909

**GGLO** DESIGN

**Urban Planning + Architecture**

GGLO  
1301 1st Ave, Suite 301  
Seattle, WA 98101  
Contact: Jeff Foster, AIA, Principal  
(206) 902-5490

**PACLAND**

**Civil Engineer**

PacLand  
1505 Westlake Ave N  
Seattle, WA 98109  
Contact: Jeff Chambers, Principal  
(206) 522-9510

**HEWITT**

**Landscape Architecture**

HEWITT  
101 Stewart St Suite 200  
Seattle, WA 98101  
Contact: Alan McWain, Associate  
(206) 624-8154

**TENW**

**Traffic Engineer**

TENW  
PO Box 65254  
Seattle, WA 98155  
Contact: Michael Read, Principal  
(206) 361-7333

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OVERVIEW

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## PROJECT OVERVIEW AND RESPONSE TO CRA VISION

### Vision

Shoreline Place heart of Aurora Square – a reinvention of the former Sears site into a vibrant mixed-use neighborhood village with a distinct identity of an urban town square. The neighborhood is centered around community gathering space, incorporating multi-family housing, retail, and restaurants where only acres of parking existed before. The 17.32-acre site is knit together with new pedestrian-oriented infrastructure that reconnects Westminster Way N to N 160th Street in the Shoreline Aurora Square Community Renewal Area. In 1960, Sears was the sole destination on the site. In its place is a future neighborhood that is the catalyst for future investment in Shoreline. A series of inter-connected open spaces create a sense of place and act as public living rooms for informal gatherings.

### Westminster

New landscape, mixed-use, and retail buildings are located along the Westminster right-of-way. These improvements complete a newly planned pedestrian-friendly street, as a companion to the Alexan building currently being developed to the east. Frontage improvements include residential entries, sidewalks, appropriate neighborhood-scale landscape, and proposed revisions to traffic lanes & parallel parking approaching the intersection at N 155th Street. Restaurants and retail buildings are at the corner of N 155th Street and Westminster Way, and a mid-block pedestrian crosswalk is strategically located to connect pedestrians walking to and from the site.

### Infrastructure and Connectivity

The site is transformed into a walkable neighborhood with a new network of vehicle and pedestrian pathways that break down the Westminster Triangle superblock, and integrate this site with the broader Aurora Square Community Renewal Area (CRA) context. New internal connections include pathways that provide a framework to inform future redevelopment on the adjacent properties within the CRA and that connect to the surrounding neighborhood. The overall internal infrastructure incorporates Westminster into the neighborhood. This includes easy pedestrian and bicycle access to the nearby Interurban Trail, Rapid-Ride transit stop, and N 160th bicycle corridor.

On-site storm-water infrastructure replaces the existing network of catch basins and pipes with a 21st-century code-compliant management strategy. The new storm-water system will incorporate low impact development strategies that integrate with the landscape design to improve storm water quality.

### Vibrant Center

The heart of Aurora Square includes a mix of active and passive spaces along the corridor between Westminster Ave and N 160th. The proposed open spaces include a hill climb and linear park from 160th Avenue, a dog park, and two central gathering spaces. Amenities currently being considered as part of these spaces include play areas, informal viewing/casual performance spaces, outdoor seating, benches, and artwork.

The gathering spaces are centrally located along a new, shared pedestrian corridor with southern exposure, and those are surrounded by active retail and restaurants with outdoor dining spaces. Today, the Shoreline Farmers Market is in the parking lot east of Sears. In the future, it will activate the adjacent gathering spaces and reinforce Shoreline Place as the neighborhood's center.

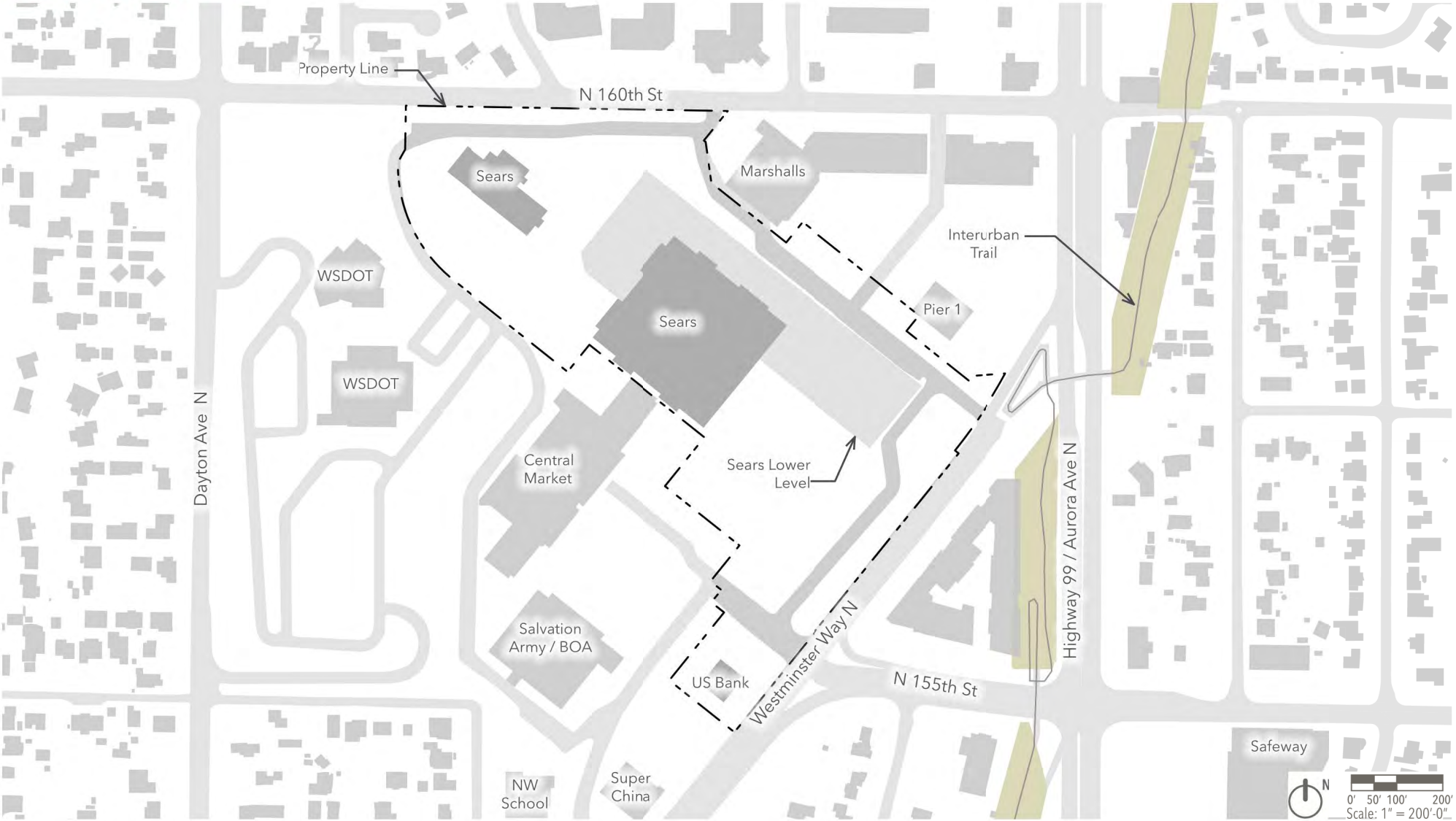
### Housing

This is an ideal location for dense urban living, in light of its proximity to transit, retail, healthy food, entertainment, employment, and education. Accordingly, 1358 multifamily homes are included throughout seven mixed-use buildings on the site, adding a full-time population to a place that is currently 100% retail. A variety of dwelling sizes will serve single residents, families, and potentially students attending nearby Shoreline Community College. The neighborhood is a genuine place to live, work, shop, play, and learn.

Generally, surface parking serves visitors to the site who are enjoying open spaces, existing and new retail businesses, and restaurants. Residents (and their visitors) are provided with parking in garages at the base of these mixed-use mid-rise buildings.



EXISTING SITE PLAN





PROPOSED SITE PLAN





PROPOSED BLOCK PLAN



## DEVELOPMENT PROGRAM | OVERALL

Block	Building	Retail		Residential		Unit Count	Pkg Provided Structure		Pkg Provided Surface		Gross Area - Overall	Gross Leaseable Area - Overall
		Gross Area	Gross Lease Area	Gross Area	Net Area		Floor Area	Stalls	Surface Lot	On-Street	(includes parking sf)	(net residential + retail area)
BLOCK A	Building A1	-	-	170,835	143,501	194	131,120	423	-	17	301,955	143,501
	Building A2	-	-	136,250	114,450	155	-	-	-	-	136,250	114,450
	<b>Total</b>	-	-	<b>307,085</b>	<b>257,951</b>	<b>349</b>	<b>131,120</b>	<b>423</b>	-	<b>17</b>	<b>438,205</b>	<b>257,951</b>
BLOCK B	Building B1	-	-	276,520	212,262	298	104,840	360	-	8	381,360	212,262
	<b>Total</b>	-	-	<b>276,520</b>	<b>212,262</b>	<b>298</b>	<b>104,840</b>	<b>360</b>	-	<b>8</b>	<b>381,360</b>	<b>212,262</b>
BLOCK C	Building C1	9,900	9,900	161,650	124,100	178	123,140	392	44	16	294,690	134,000
	Building C2	12,245	12,245	159,350	135,448	186	-	-	-	19	171,595	147,693
	Building C3	6,575	6,575	0	0	0	-	-	30	9	6,575	6,575
	<b>Total</b>	<b>28,720</b>	<b>28,720</b>	<b>321,000</b>	<b>259,548</b>	<b>364</b>	<b>123,140</b>	<b>392</b>	<b>74</b>	<b>44</b>	<b>472,860</b>	<b>288,268</b>
BLOCK D	Building D1	9,725	9,725	145,070	123,310	164	119,650	423	29	11	274,445	133,035
	Building D2	15,885	15,885	160,295	136,251	183	0	0	0	4	176,180	152,136
	Building D3	1,500	1,500	0	0	0	0	0	0	0	1,500	1,500
	<b>Total</b>	<b>27,110</b>	<b>27,110</b>	<b>305,365</b>	<b>259,560</b>	<b>347</b>	<b>119,650</b>	<b>423</b>	<b>29</b>	<b>15</b>	<b>452,125</b>	<b>286,670</b>
BLOCK E	Building E1	7,195	7,195	0	0	0	0	0	154	-	7,195	7,195
	Building E2	9,135	9,135	0	0	0	0	0	-	-	9,135	9,135
	<b>Total</b>	<b>16,330</b>	<b>16,330</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>154</b>	<b>-</b>	<b>16,330</b>	<b>16,330</b>
BLOCK F (EXISTING)	Building F1	3,450	3,450	0	0	0	0	0	29	-	3,450	3,450
	<b>Total</b>	<b>3,450</b>	<b>3,450</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>-</b>	<b>3,450</b>	<b>3,450</b>
<b>GRAND TOTALS</b>		<b>75,160</b>	<b>75,160</b>	<b>1,209,970</b>	<b>989,321</b>	<b>1,358</b>	<b>478,750</b>	<b>1,598</b>	<b>286</b>	<b>84</b>	<b>1,764,330</b>	<b>1,064,931</b>

## New Retail Parking Summary

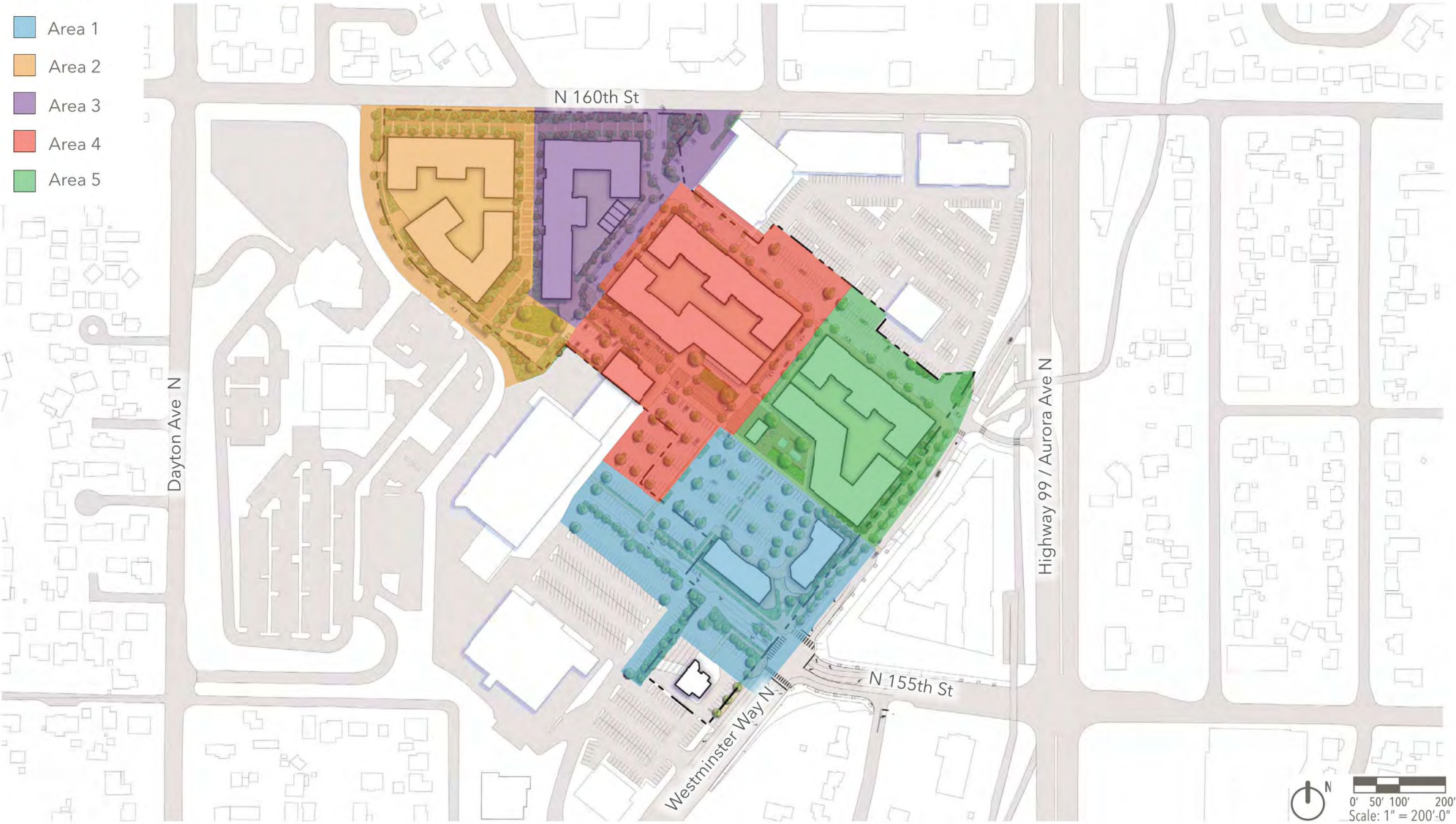
	Gross sf	Parking Stalls Provided	Ratio
Lower Level Retail	19,625	99	5.0 / 1000
Upper Level Retail	52,535	225	4.3 / 1000

## Note:

- Gross area overall- square feet includes underground parking areas
- Parking for A1& A2 is shared in A1, C1 & C2 is shared in C1, and D1 & D2 is shared in D1
- Surface parking for E1 and E2 is shared



PROPOSED WORK AREAS



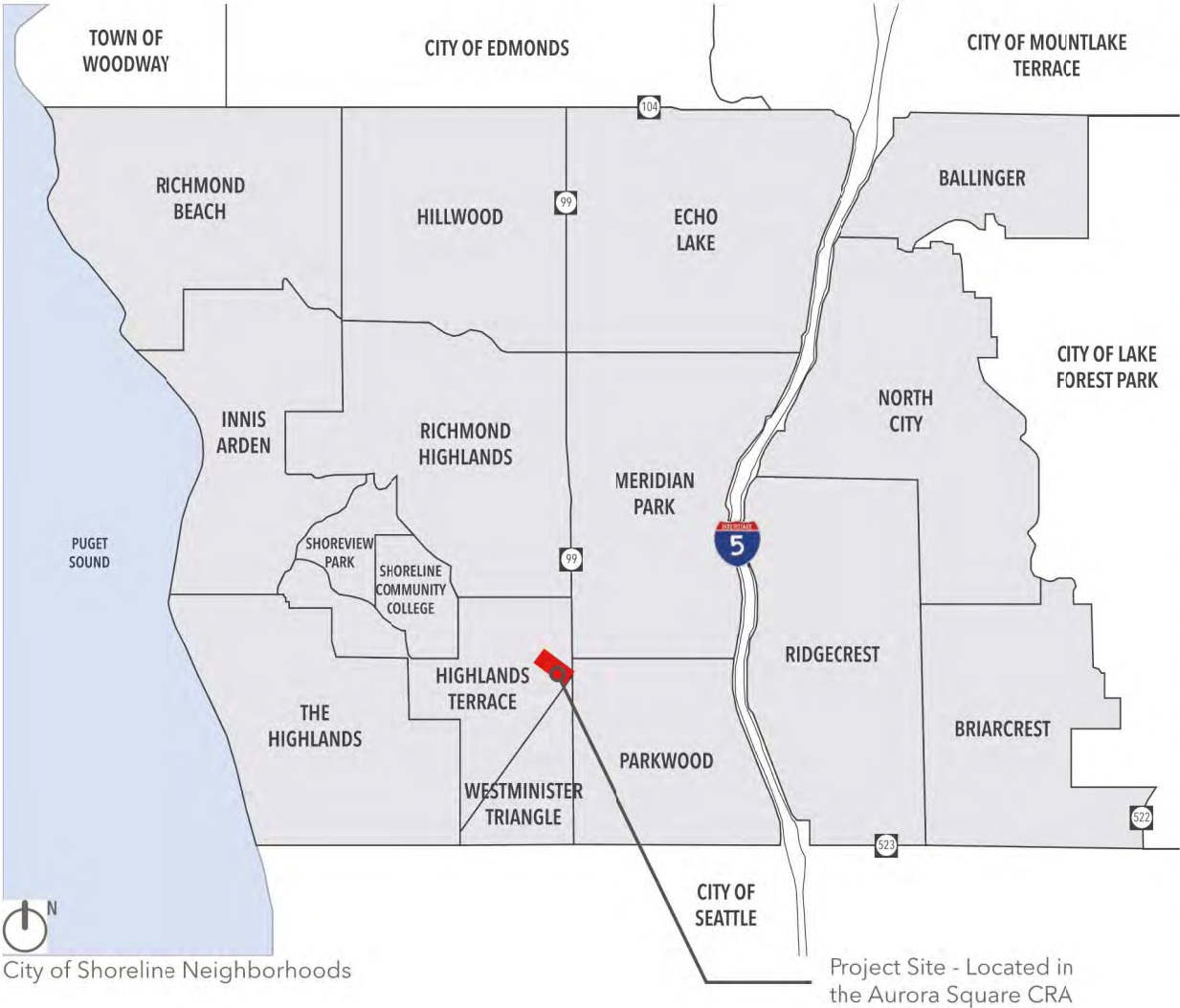
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# EXISTING CONTEXT AND SITE CONDITIONS



VICINITY MAP





## AURORA SQUARE COMMUNITY RENEWAL AREA PLAN



CRA Boundaries

### City of Shoreline Vision:

"Imagine an open, green plaza in the center of Shoreline, filled with sunbathing and studying students, young families watching their children run and play, an elderly couple enjoying a Central Market picnic, dogs wagging their tails, actors practicing their lines, and the sound of college-age buskers singing with an occasional clink as coins fall into a hat. This is the backdrop to the busy comings and goings of shoppers and lunching workers who relish the time of their day that allows them to visit the renewed Aurora Square shopping center. It is a "one-stop" convenient shopping solution that provides dining, nightlife, and healthy-lifestyle options. It is a community gathering place, where a leg stretching walking easily turns into a serendipitous rendezvous with friends. It is an environmentally sensitive district within walking distance of Metro's Rapid-Ride bus service and the Interurban Trail: the intersection of life, study, entertainment, sustainability and retail."

### City of Shoreline CRA Goals:

- INCREASING LAND EFFICIENCY
- TRANSFORM WESTMINSTER
- CREATE AN ECO-DISTRICT
- INTEGRATE INTO THE CONTEXT
- ESTABLISH A VIBRANT CENTER
- REINVENT THE SEARS BUILDING
- CONSTRUCT INTERNAL CONNECTIONS
- INCORPORATE THE COLLEGE
- BUILD NEW HOMES
- TRADE SURFACE PARKING FOR JOBS
- ADD ENTERTAINMENT TO THE MIX



2012 CRA Concept Plan



1967 Sears Grand Opening



2012 CRA Plan - Concept Massing



2012 CRA Plan - Concept Massing



## SUSTAINABILITY STRATEGIES

Incorporating sustainable development strategies can result in multiple benefits to a project, by reducing capital costs of facility equipment and enclosures, as well as minimizing long term operation and maintenance expenditures over the lifespan of a project. A sustainable design approach will reflect the environmentally aware and energy efficient concepts embodied in the design.

Sustainable concepts that help achieve this goal may include:

- Connection with the existing mass transit infrastructure to reduce automobile traffic
- Using locally available building materials
- Using renewable building materials, and building materials with recycled content
- Incorporating materials and products that meet or exceed Volatile Organic Compound limits
- Providing separate on-site receptacles for Garbage / Recycle / Food Waste
- Designing the buildings with high performance building envelopes
- Using natural daylighting strategies and LED light fixtures to reduce electrical loads
- Incorporate roof gardens to reduce the heat island effect
- Incorporate landscaping as part of storm water filtration
- Reducing construction waste during construction by recycling and re-using materials
- Connection with farmer's market, providing locally sourced groceries for residents and the community.





EXISTING AERIAL IMAGES



View looking West



View looking East



Aerial of Sears



View looking West, Enlarged



Top View Aerial



Aerial View Looking West:



LAND USE CONTEXT MAP





## SITE SURROUNDINGS & CONTEXT IMAGES



1 Westminster Way N & N 155th



2 Mall entry from Westminster Way N



3 Site Parking Lot



4 Front of Old Sears and Parking



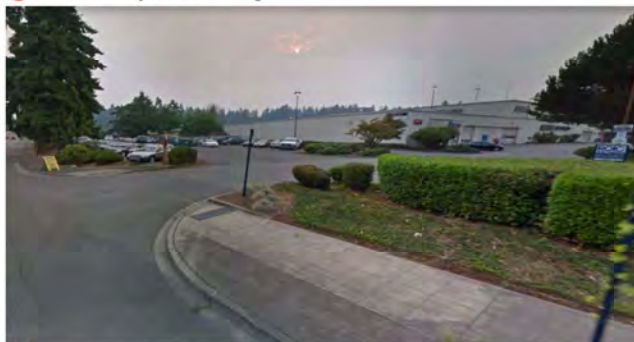
5 Sears Entry and Parking



6 Lower Level Drive



7 Sears Outlet looking Northwest



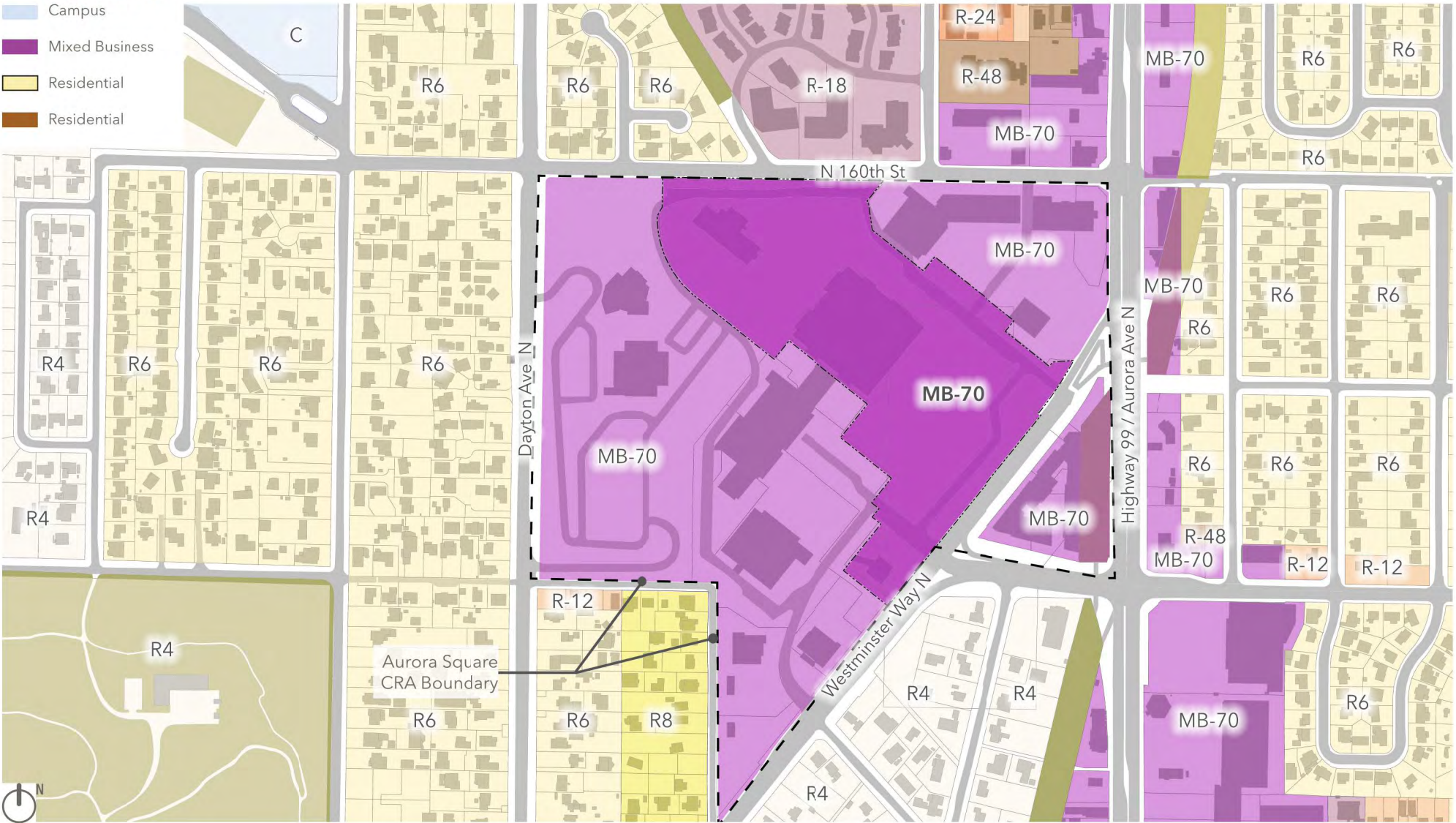
8 Sears Entry at Westminster Way



9 Westminster Way N looking North



ZONING MAP



## ZONING SUMMARY

**Parcel Number:**  
182604-9014

**Lot Area:**  
725,075 sf (17.32 acres)

**Zone:**  
MB-70'

**Overlays:**  
Aurora Square Community Renewal Area

**Street Classifications:**  
Aurora Ave N - Principal Arterial  
Westminster Ave - Minor Arterial  
Dayton Ave - Minor Arterial  
N 160th - Principal Arterial

**Existing Uses:**  
Retail Sales and Service and Surface Parking

### SUBCHAPTER 1 | DIMENSIONS AND DENSITY FOR DEVELOPMENT

#### 20.50.020 Commercial Zone Dimensional requirements

- Min. Front Yard Setback: 0'
- Min. Side and Rear Yard Setback from Commercial Zones: 0'
- Min. Side and Rear Yard Setback from R-4, R-6 and R-8 Zones: 20'
- Min. Side and Rear Yard Setback from TC-4, R-12 through R-48 Zones, MUR-35' and MUR-45' Zones: 15'
- Base Height: 70'
- Maximum Hardscape: 95%

**Response:** See proposed Base height departure

#### 20.50.021.D Transition areas

Development abutting or directly across street rights-of-way from R-4, R-6, or R-8 zones shall minimally meet the following transition area requirements: maximum building height of 35 feet within the first 10 feet horizontally from the front yard setback line.

**Response:** Proposed design will comply

### SUBCHAPTER 4 | COMMERCIAL ZONE DESIGN

#### 20.50.240 Site design

Site design standards promote: public walking and gathering, distinctive design features, safe routes for pedestrians, and economic development that is consistent with the function and purpose of permitted uses and reflects the vision for commercial development as expressed in the Comprehensive Plan.

**Response:** Proposed design will comply

#### C. Site Frontage

- a.) Buildings and parking structures shall be placed at the property line or abutting public sidewalks. Buildings may be set back farther if

public places, landscaping, and vehicle display areas are included or future right-of-way widening or a utility easement is required between the sidewalk and the building.  
c.) Ground-level, street-fronting, building interiors shall be 12-foot high and 20-foot depth and built to commercial building code. These spaces may be used for any permitted land use.  
d.) Minimum 50 percent window area of ground floor front facades.  
e.) Locate primary building entry or an entry to an interior plaza or courtyard from which building entries are accessible on a street frontage  
f.) Provide 5 feet wide by 9 feet tall weather protection along 80 percent of the facade where over pedestrian facilities  
g.) Streets with on-street parking shall have sidewalks to back of the curb and street trees or at least a two-foot-wide walkway between the back of curb and an amenity strip if space is available. Streets without on-street parking shall have landscaped amenity strips with street trees.  
h.) Surface parking shall not occupy more than 65 lineal feet of the site frontage. Parking lots shall not be located at street corners. No parking or vehicle circulation is allowed between the rights-of-way and the building front facade.

**Response:** See proposed entry location departure

#### 2.Right of Way Lighting

- a.) Pedestrian lighting standards shall meet the standards for Aurora Avenue pedestrian lighting standards and must be positioned 15 feet above sidewalks.
- b.) Street light standards shall be a maximum 25-foot height and spaced to meet City illumination requirements.

**Response:** Proposed design will comply

#### E. Internal Site Walkways

1. Developments shall include internal walkways that connect building entries, public places, and parking areas with other non-motorized facilities including adjacent street sidewalks and Interurban Trail.
  - a.) Provide 8 feet wide, 6 inch raised, clear and illuminated pathways between the main building entrance and a public sidewalk.
  - b.) Provided continuous pedestrian walkways along the front of all businesses and the entries of multiple commercial buildings.
  - c.) Provide 8 feet wide, 3 inch raised, walkways for every three, double-loaded aisles or every 200 feet of parking area width.
  - e.) Provide street-rated trees every 30 feet on average in grated tree pits if the walkway is eight feet wide or in planting beds if walkway is greater than eight feet wide.

**Response:** See proposed departures

#### F. Public Place

Public places are required for the commercial portions of development at a rate of four square feet per 20 square feet of net commercial floor area up to a public place maximum of 5,000 square feet. This requirement may be divided into smaller public places with a minimum 400 square feet each.

**Response:** Proposed design will comply

2. Public places may be covered but not enclosed unless by subsection.
3. Buildings shall border at least one side of the public place.
4. 80 percent of the area shall provide surfaces for people to stand or sit.
5. No lineal dimension is less than six feet.
6. Public places shall include the following design elements:
  - a.) Physically accessible and visible from the public sidewalks, walkways, or through-connections;
  - b.) Pedestrian access to abutting buildings;
  - c.) Pedestrian-scaled lighting;
  - d.) Solar access at least a portion of the day;
  - e.) Not located adjacent to dumpsters or loading areas; and
  - f.) Amenities such as public art, planters, fountains, interactive public amenities, hanging baskets, irrigation, decorative light fixtures, decorative paving and walkway treatments, and other items that provide a pleasant pedestrian experience along arterial streets.

#### G. Multifamily Open Space

- a.) Provide 800 square feet per development or 50 square feet per dwelling unit, whichever is greater;
- b.) Other than private balconies or patios, open space shall be accessible to all residents and include a minimum lineal dimension of six feet. This standard applies to all open spaces including parks, playgrounds, rooftop decks and ground-floor courtyards; and may also be used to meet walkway standards as long as the function and minimum dimensions of the open space are met;

**Response:** Proposed design will comply

#### H. Outdoor Lighting

Provide publicly accessible areas on private property shall be illuminated to meet code standards.

**Response:** Proposed design will comply

#### I. Service Areas

Provide a designated location for trash, composting, recycling storage and collection, and shipping containers that meet code standards.

**Response:** Proposed design will comply

#### J. Utility and Mechanical Equipment

Locate and design equipment to minimize its visibility to the public

**Response:** Proposed design will comply

#### 20.50.250 Building Design

##### B. Building Articulation.

2. Street fronting Commercial buildings other than state routes shall include one of the two articulation features:

- a.) For the height of the building, each facade shall be offset at least two feet in depth and four feet in width, if combined with a change in siding materials. Otherwise, the facade offset shall be at least 10 feet



## ZONING SUMMARY

deep and 15 feet wide.

b.) Vertical piers at the ends of each facade that project at least two inches from the facade and extend from the ground to the roofline.

3. Street fronting Multifamily buildings shall provide the following articulation features at least every 35 feet of facade facing a street, park, public place, or open space:

- a.) Vertical building modulation 18 inches deep and four feet wide, if combined with a change in color or building material. Otherwise, the minimum depth of modulation is 10 feet and the minimum width for each modulation is 15 feet. Balconies may be used to meet modulation; and
- b.) Distinctive ground or first floor facade, consistent articulation of middle floors, and a distinctive roof line or articulate on 35-foot intervals.

4. Modulate roof lines at least every 120 feet by emphasizing dormers, chimneys, stepped roofs, gables, or prominent cornices or walls. Rooftop appurtenances may be considered a modulation. Modulation shall consist of a roof line elevation change of at least four feet every 50 feet of roof line.

5. Every 150 feet in building length along the streetfront shall have a minimum 30-foot-wide section that is offset by at least 20 feet through all floors.

6. Buildings shall recess or project individual windows above the ground floor at least two inches from the facade or use window trim at least four inches in width.

7. Weather protection of at least three feet deep by four feet wide is required over each secondary entry.

8. Selected materials shall meet code standards in 20.50.250.B.8.

**Response:** See proposed departures

### SUBCHAPTER 6 | PARKING, ACCESS AND CIRCULATION

#### 20.50.390 Minimum off-street parking requirements - Standards

A. Off-street parking areas shall contain at a minimum the number of spaces stipulated in Tables 20.50.390A through 20.50.390D.

B. Parking ratios expressed as number of spaces per square foot shall be based on the net square footage of public floor area.

C. For nonresidential uses, the maximum amount of allowed parking shall not exceed 50 percent over the minimum required. Parking that exceeds 10 percent over the minimum required stalls must be approved by the Director.

D. Surface parking that is over the minimum required number of stalls shall be paved with permeable pavement.

**Response:** Proposed design will comply

#### 20.50.410 Parking design standards.

B. All vehicle parking and storage for multifamily and commercial uses must be on a paved surface, pervious concrete or pavers. All vehicle parking shall be located on the same parcel or same development area that parking is required to serve. Parking for residential units shall be assigned a specific stall until a parking management plan is submitted and approved by the Director.

F. The minimum parking space and aisle dimensions for the most common parking angles are shown in Table 20.50.410F

H. Parking spaces abutting a landscaped area on the driver or passenger side of the vehicle shall provide an additional 18 inches above the minimum space width requirement to provide a place to step other than in the landscaped area. In a parking garage, any space abutting a wall shall provide an additional 18 inches. The additional width shall be separated from the adjacent parking space by a parking space division stripe. This requirement does not apply to single-family and duplex developments.

L. Retail, wholesale, manufacturing or storage activities, excluding self-service storage facilities, shall provide loading spaces in accordance with the standards listed below in Table 20.50.410L.

**Response:** See proposed departures

#### 20.50.440 Bicycle facilities - Standards

A. Short-term bicycle parking shall be provided as specified in Table A.

B. Long-Term Bicycle Parking. Long-term bicycle parking shall be provided as specified in Table B.

**Response:** Proposed design will comply

### SUB-CHAPTER 7 | LANDSCAPING

#### 20.50.470 Street frontage landscaping for parking lots.

A. Provide a five-foot-wide, Type II landscaping that incorporates a continuous masonry wall between three and four feet in height; or

B. Provide at least 10-foot-wide, Type II landscaping.

C. All parking lots shall be separated from ground-level, residential development by the required setback and planted with Type I landscaping.

**Response:** Proposed design will comply

#### 20.50.480 Street trees and landscaping within the right-of-way

A. Provide street for all commercial, office, public facilities, industrial, multifamily developments.

B. Frontage landscaping may be placed within City street rights-of-way subject to review and approval by the Director.

**Response:** Proposed design will comply

#### 20.50.500 Internal landscaping for parking area.

Required parking area landscaping shall include landscape areas that are located in areas within or adjacent to parking areas:

A. Multifamily developments with common parking areas shall provide planting areas in parking lots at a rate of 20 square feet per parking stall.

B. Commercial, office, industrial or institutional developments shall provide landscaping at a rate of:

- 1.) Twenty square feet per parking stall when 10 to 30 parking stalls are provided; or
- 2.) Twenty-five square feet per parking stall when 31 or more parking stalls are provided.

C. Trees shall be provided and distributed throughout the parking area at a rate of one tree for every 10 parking stalls.

D. Permanent curbs or structural barriers shall be provided to protect shrubs and trees from vehicle bumpers. Landscaping under vehicle overhang shall not be included in required landscape area calculations.

E. Parking area landscaping shall require:

1. At least 60 square feet with a lineal dimension of no less than four feet;
2. Shrubs planted from five-gallon containers or at 24 inches in height and spaced no more than four feet apart on center;
3. Ground covers planted from minimally four-inch pots and spaced no more than 18 inches apart;
4. Trees planted at least 1.5 inches caliper in size;
5. Gaps in curbs are allowed for stormwater runoff; and
6. Natural drainage landscapes (such as rain gardens, biofiltration swales and bioretention planters) when designed in compliance with the stormwater design manual.

**Response:** Proposed design will comply

#### 20.50.510 Alternative landscape design.

Alternative landscape designs may be allowed, subject to City approval, if the design accomplishes equal or better levels of Type I or II landscaping.

A. The average width of the perimeter landscape area may be reduced 25 percent along interior property lines where:

1. Berms at least three feet in height (2:1 slope) or walls and fences at least six feet in height are incorporated into the landscape design; or
2. Plant material that would be required is located elsewhere on site.

B. When an existing structure precludes installation of the required site perimeter landscape area then the plant material shall be incorporated on another portion of the site

**Response:** Proposed design will comply



## EXISTING SITE SURVEY

### Legal Description

LOT 2 OF KC SHORT PLAT #685084 REC #8603181210  
 LESS POR DAF - BEG AT NELY COR OF SD LOT 2 TH W  
 ALG NLY LN OF SD LOT 2 89.49 FT TH S 37-27-53 W 82  
 FT TH S 52-32-07 E 5 FT TH S 09-08-56 E 89.44 FT TH  
 N 37-27-53 E 197.69 FT TO POB & LESS POR DAF-BEG  
 AT MOST SLY COR OF LOT 1 OF SD SP TH N 84-33-29  
 W 65.25 FT TO TPOB TH N 52-32-07 W 130 FT TH N  
 37-27-53 E 25 FT TH N 52-32-07 W 47 FT TH S 37-27-53  
 W 43 FT TH S 52-32-07 E 177 FT TH N 18 FT TO TPOB  
 SD SP DAF - POR O<sup>2</sup> S 1/2 OF NW 1/4 & NE 1/4 OF SW  
 1/4 DESC AS FLS - BAAP ON SLY MGN OF N 160TH ST  
 453.20 FT E OF C/L OF DAYTON AVE N TH E ALG SD  
 SLY MGN 1425.73 FT TO WLY MGN OF WESTMINSTER  
 WY N TH ALG SD WLY MGN S 01-09-30 E 47.45 FT TH S  
 ALG CRV TO RGT RAD OF 1081.27 FT ARC DIST 729.39  
 FT TH S 52-30-30E 10 FT TH S 37-29-30 W 773.52 FT  
 TO NELY MGN OF PLAT OF AURORA SQUARE TH ALG  
 SD PLAT N 52-33-49 W 179.32 FT TH N 37-26-11 E  
 188.31 FT TH N 52-31-47 W 35.05 FT TH N 37-28-13 E  
 34.00 FT TH N 52-31-47 W 30.00 FT TH N 37-28-13 E  
 99.50 FT TH N 52-31-47 W 205.00 FT TH N 37-28-13 E  
 135.50 FT TH N 52-31-47 W 320.00 FT TH S 37-28-13  
 W 75.00 FT TH N 52-31-47 W 148.00 FT TO MOST NLY  
 COR OF SD PLAT TH N 52-32-02 W 168.87 FT TO BEG  
 OF CRV TO RGT RAD 320.00 FT ARC DIST 291.64 FT  
 TH N 28-00-00 E 31.76 FT TH N 00-18-57 W 95 FT M/L  
 TO BEG - AKA LOT B OF KC LOT LN ADJ #8701010  
 APPROVED 1-22-87

- Utility Easement
- Access Easement
- Property Line
- ▲ Existing Curb Cut

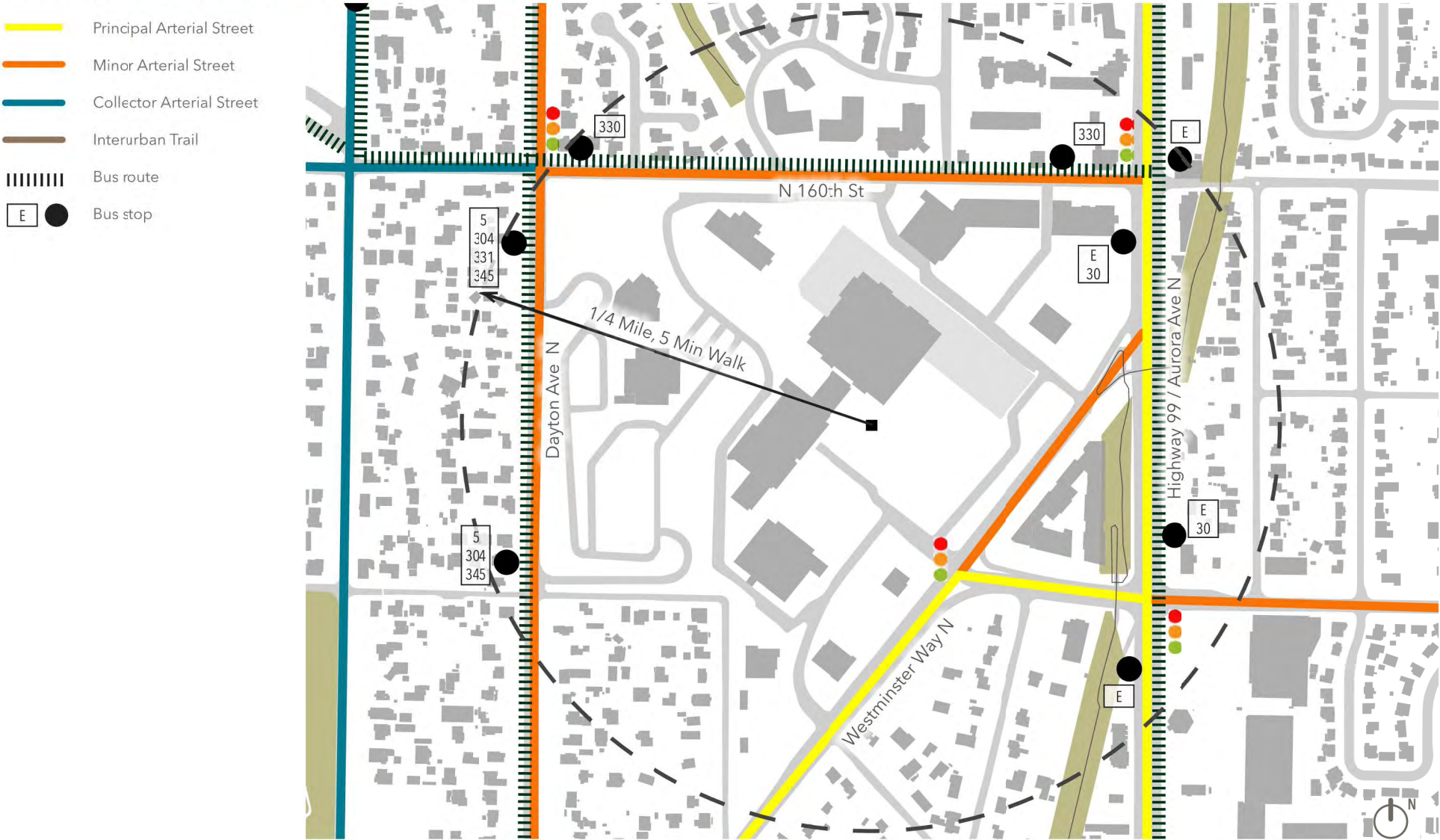




EXISTING TOPOGRAPHY & NATURAL FEATURES

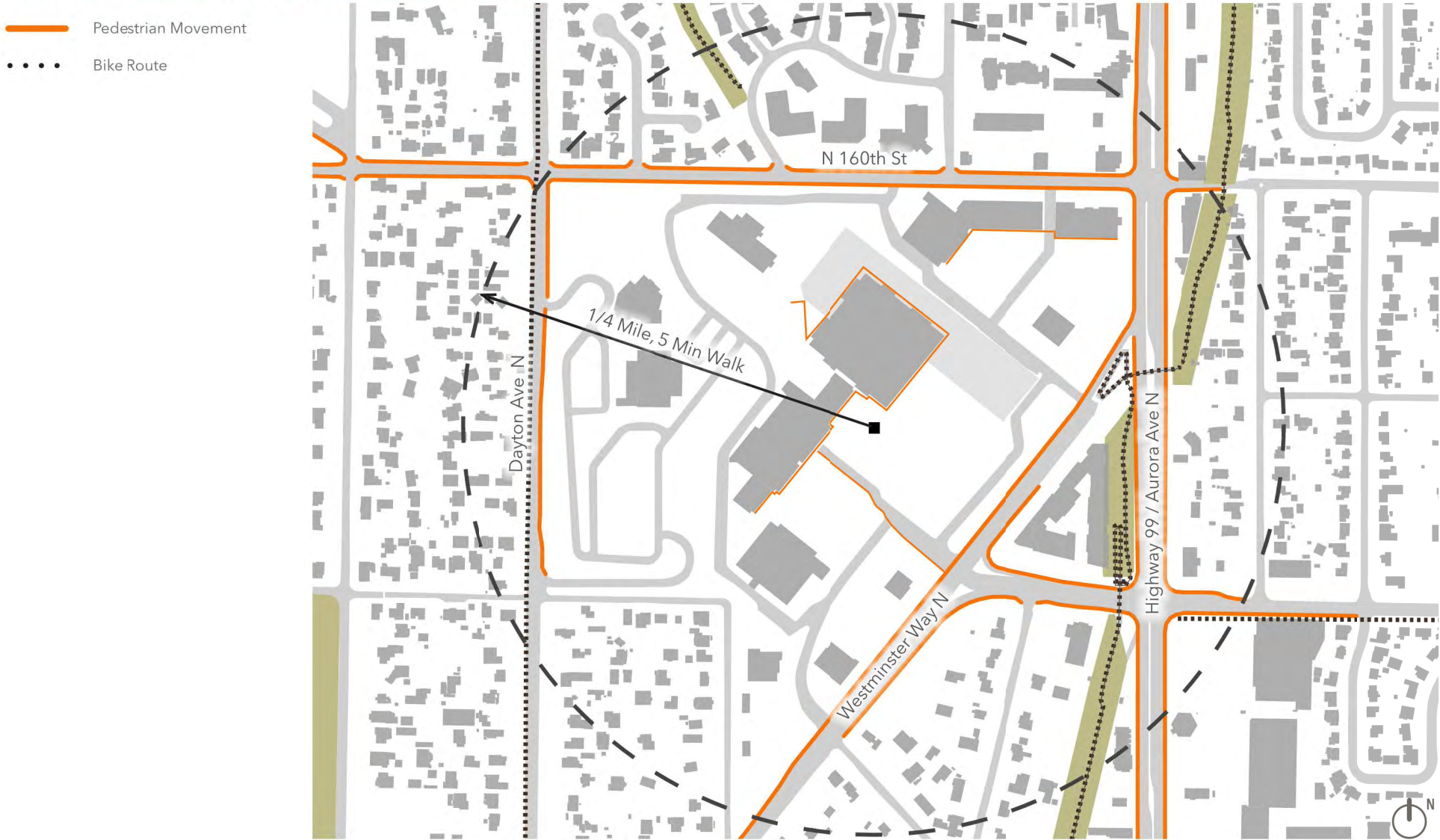


EXISTING VEHICLE & TRANSIT CIRCULATION





EXISTING PEDESTRIAN & BIKE CIRCULATION





EXISTING NEIGHBORHOOD AXONOMETRIC | LOOKING NORTH



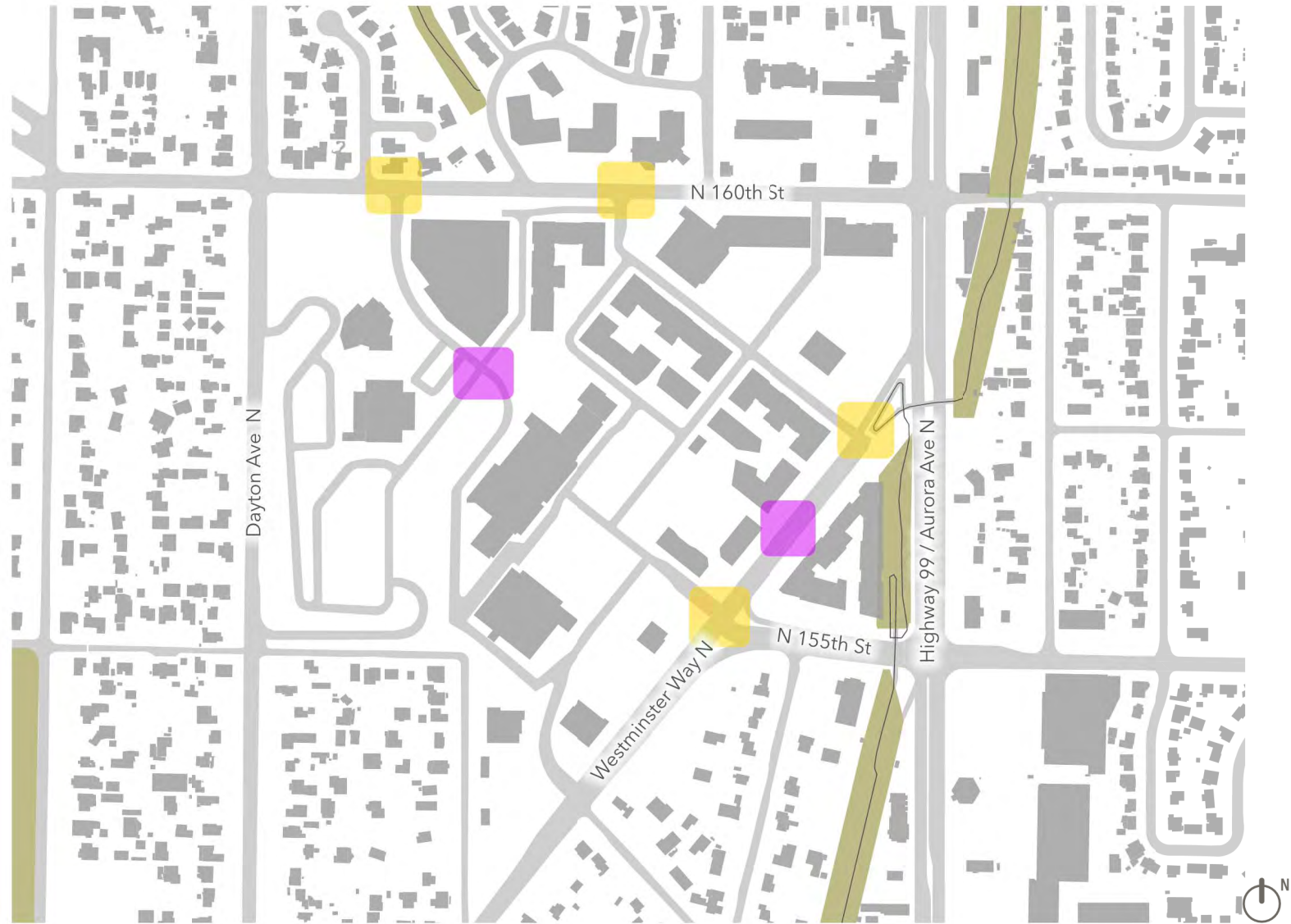
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# SITE DESIGN



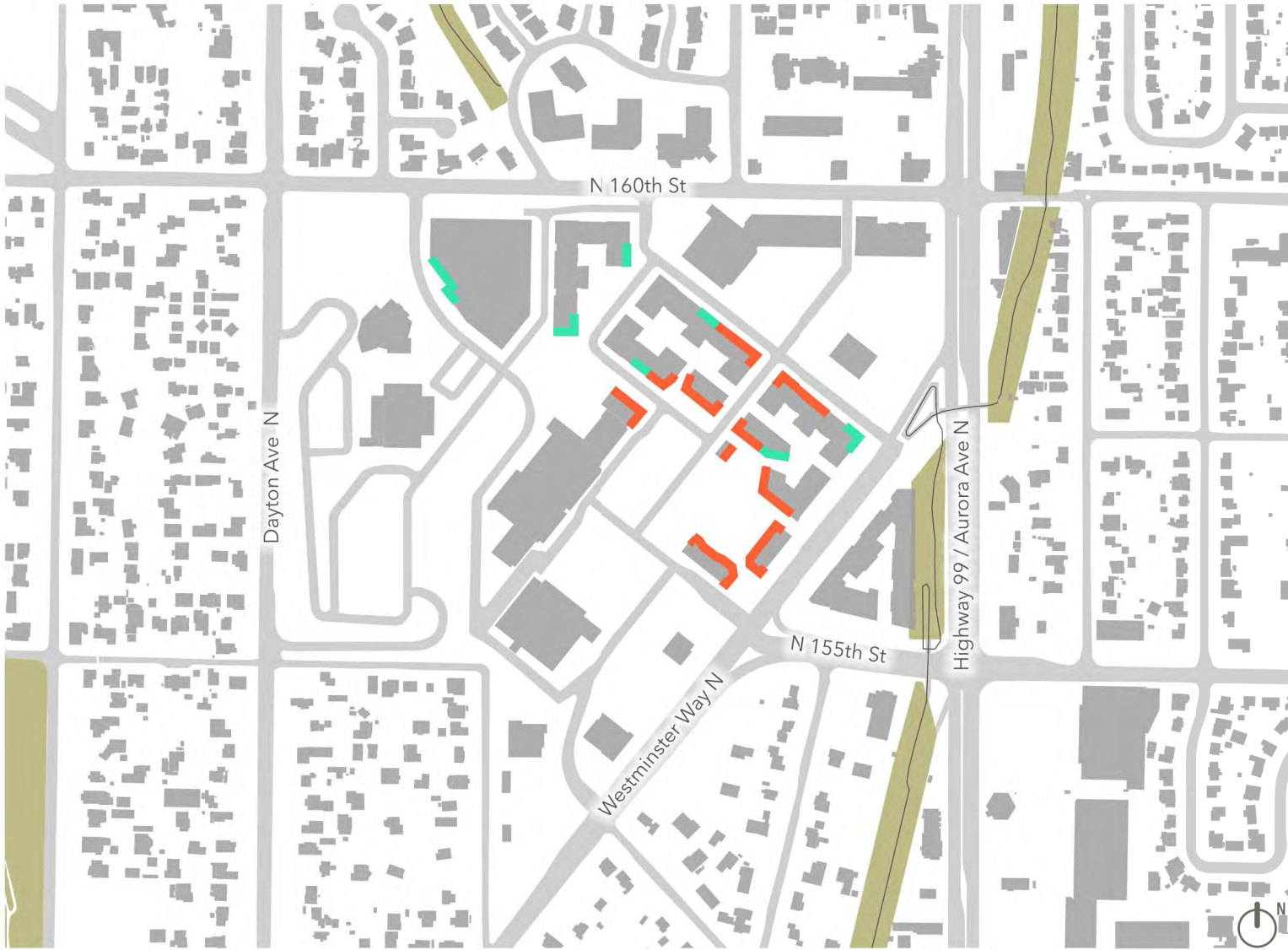
GATEWAYS & ENTRIES

- Vehicular & Pedestrian Gateway
- Pedestrian Gateway



ACTIVE EDGES

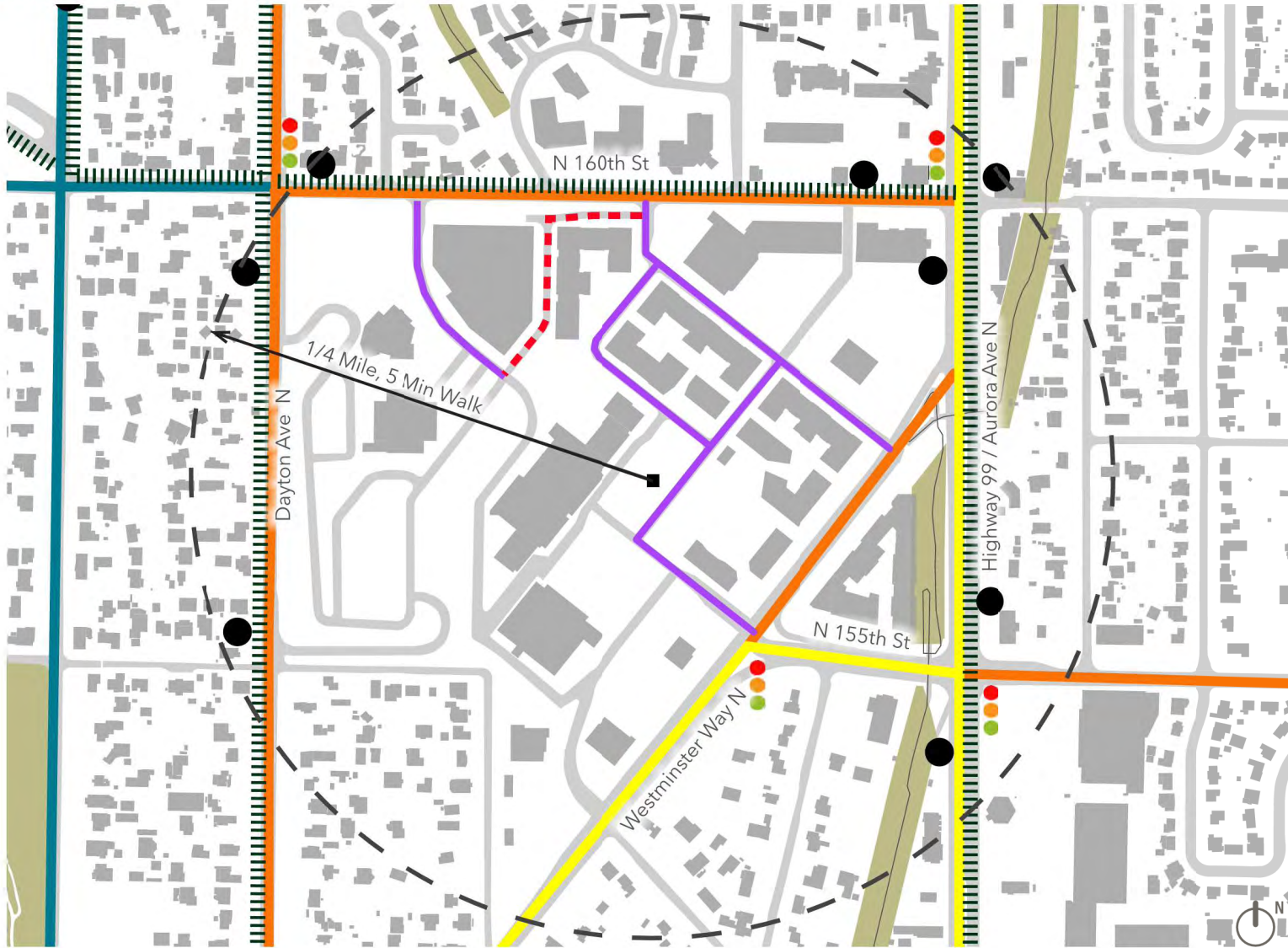
- Commercial Frontage
- Lobby Frontage



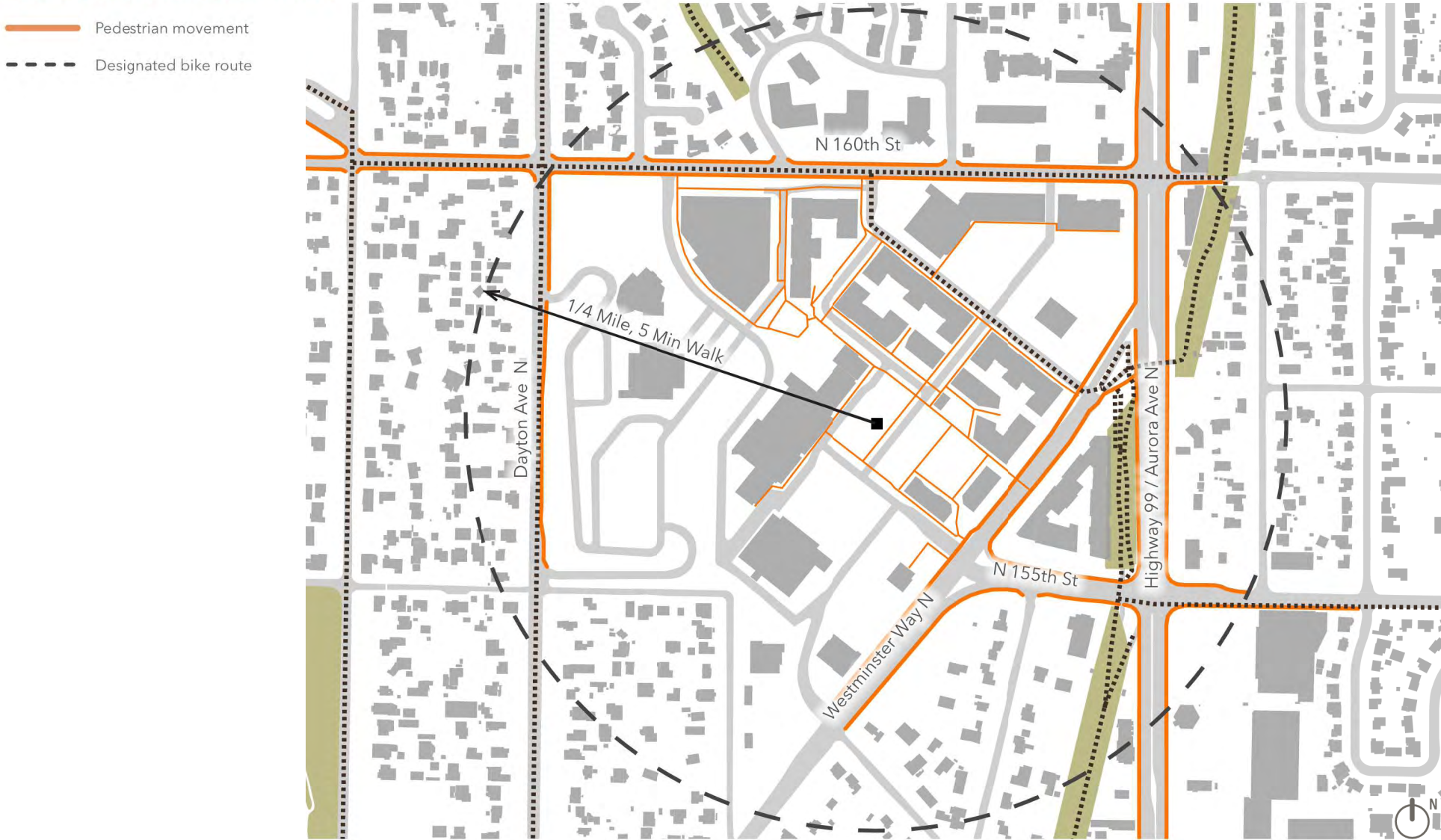


VEHICLE & TRANSIT CIRCULATION

- Principal Arterial Street
- Minor Arterial Street
- Collector Arterial Street
- Private Streets
- Fire Access
- Interurban Trail
- Bus route
- Bus stop



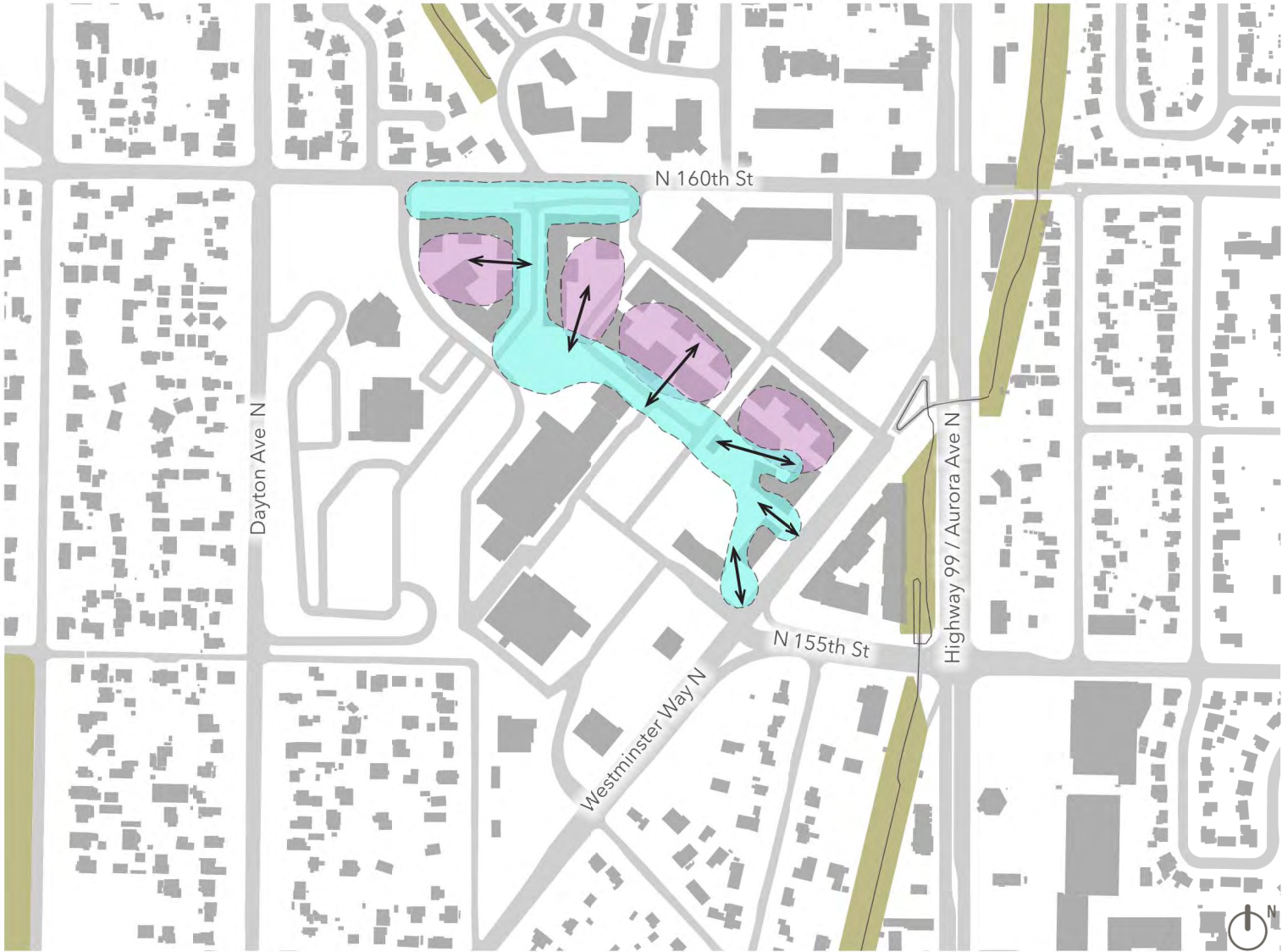
PEDESTRIAN CIRCULATION





PUBLIC "LIVING ROOMS"

- Semi-Public Open Space (within residential)
- Publicly Accessible Open Space



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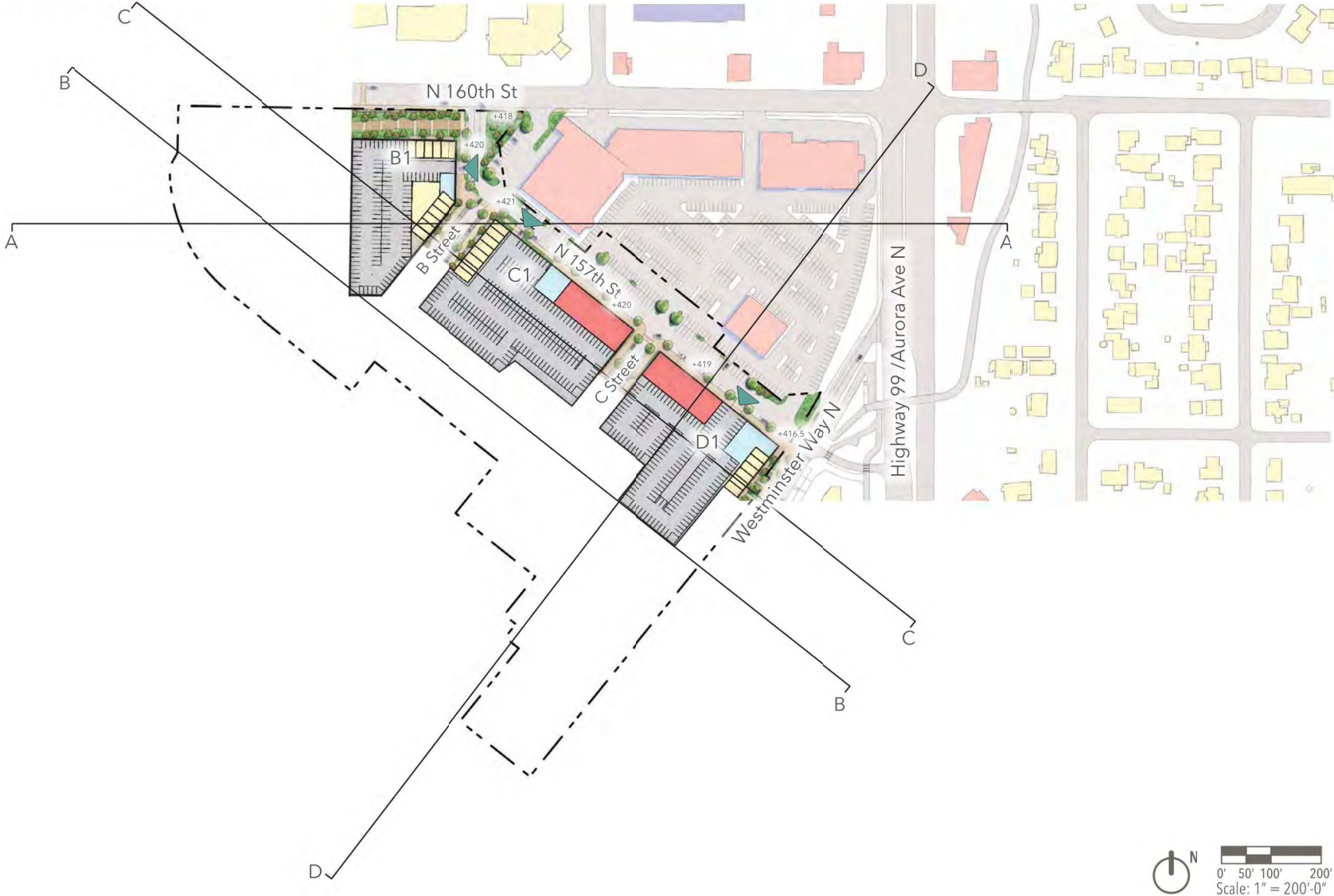
## UPPER GROUND LEVEL PLAN



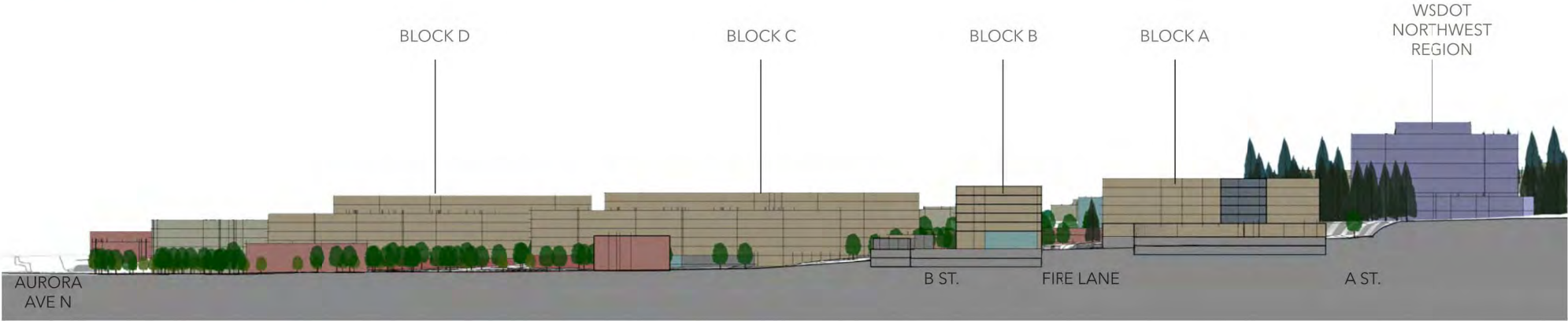


LOWER GROUND LEVEL PLAN

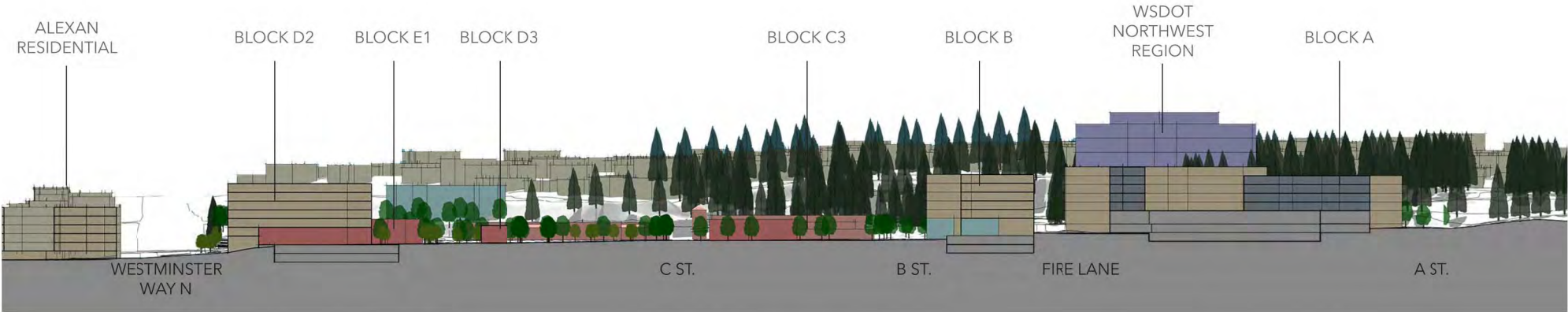
- Retail / Commercial
- Existing Retail / Commercial
- Residential
- Office
- Residential Lobby / Amenity
- Roadway / Parking
- Green Space
- Vehicular Entrance



OVERALL SITE SECTIONS

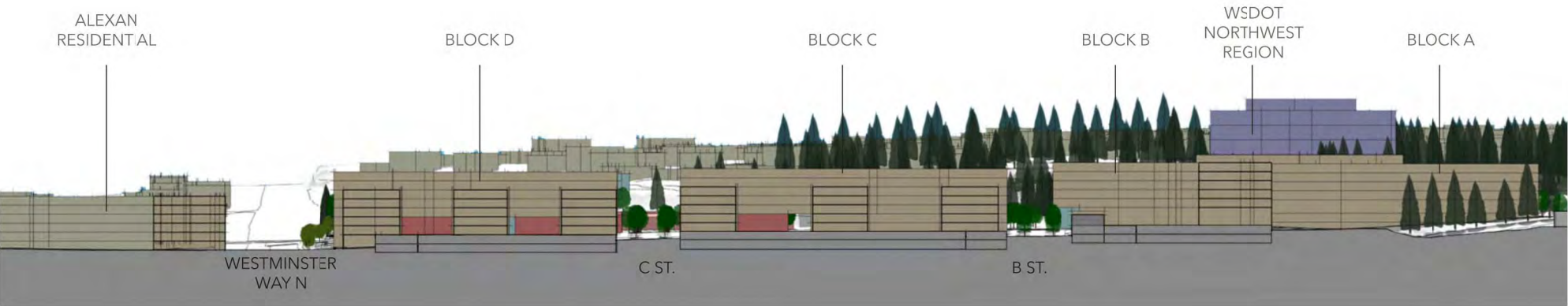


Section AA- East to West

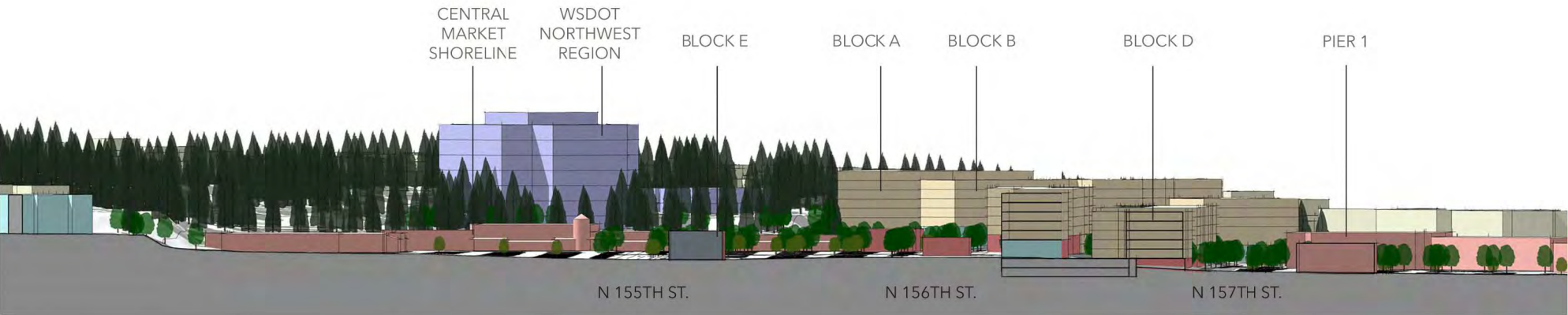


Section BB- Southeast to Northwest

OVERALL SITE SECTIONS



Section CC- Southeast to Northwest



Section DD- Southwest to Northeast



NEW NEIGHBORHOOD AXONOMETRIC | LOOKING NORTH





# NEW NEIGHBORHOOD AXONOMETRIC | LOOKING WEST





NEW NEIGHBORHOOD AXONOMETRIC | LOOKING EAST





NEW NEIGHBORHOOD AXONOMETRIC | LOOKING SOUTH



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# BLOCK A DESIGN



## BLOCK A | OVERVIEW & PERSPECTIVES

### Summary

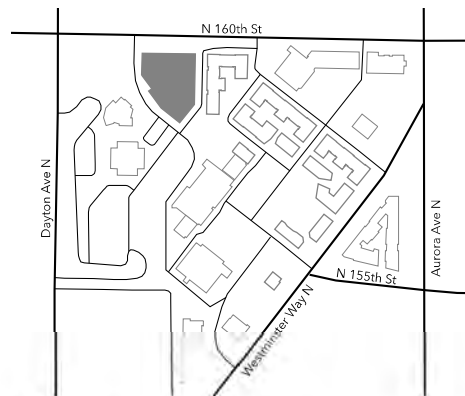
- Building A1 - 5 story residential building over a 2 story podium
- Building A2 - 5 story residential building over a 2 story podium
- Approximately 349 units including 27 townhouses
- 423 residential parking stalls plus 17 on-street parking stalls

### Overview

Buildings A1 and A2 are separate residential buildings that share a subterranean parking garage and a residential amenity courtyard located between the buildings. They are located in the northwest corner of the project site and are flanked by N 160th Street to the north, a private road shared with WSDOT to the west, and a pedestrian walk to the east - Block A Promenade - that also serves as an emergency vehicle access road.

Residents and guests access the building A1 and A2 from the pedestrian walk on the east side of the building, and automobiles access the parking garage from the private road to the west. The Block A Promenade also provides residents and guests with immediate access to the center's amenities and services, as well as bicycle and transit system connections on the easterly boundary of the center along Highway 99.

The building setback on the north side of Buildings A1 and B1 responds to the single family residential neighborhood north of N 160th Street, and will preserve a majority of the existing stand of large trees along the vegetated hillside on the south side of N 160th Street.



Site Key



Southeast Perspective View



Northwest Perspective View



BLOCK A | UPPER GROUND LEVEL PLAN

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance

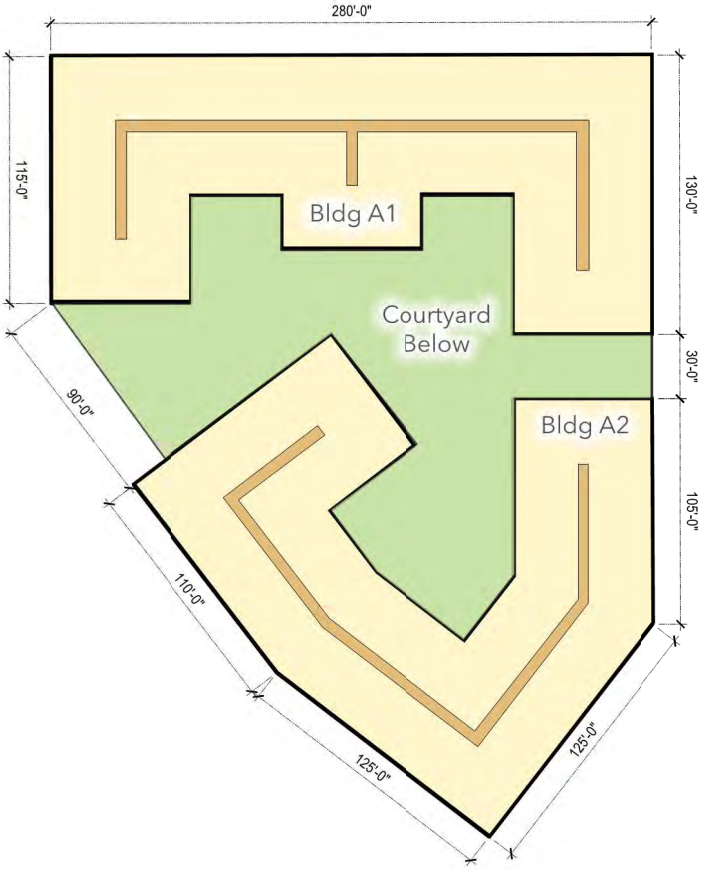


Site Key



BLOCK A | TYPICAL UPPER LEVEL PLAN

- Residential
- Corridors / Support



Site Key



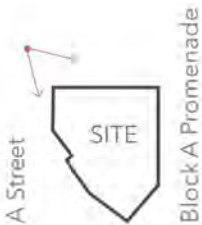
Block A | MASSING PERSPECTIVES



Ground Level Perspective View Looking Southeast



Ground Level Perspective View Looking Northwest



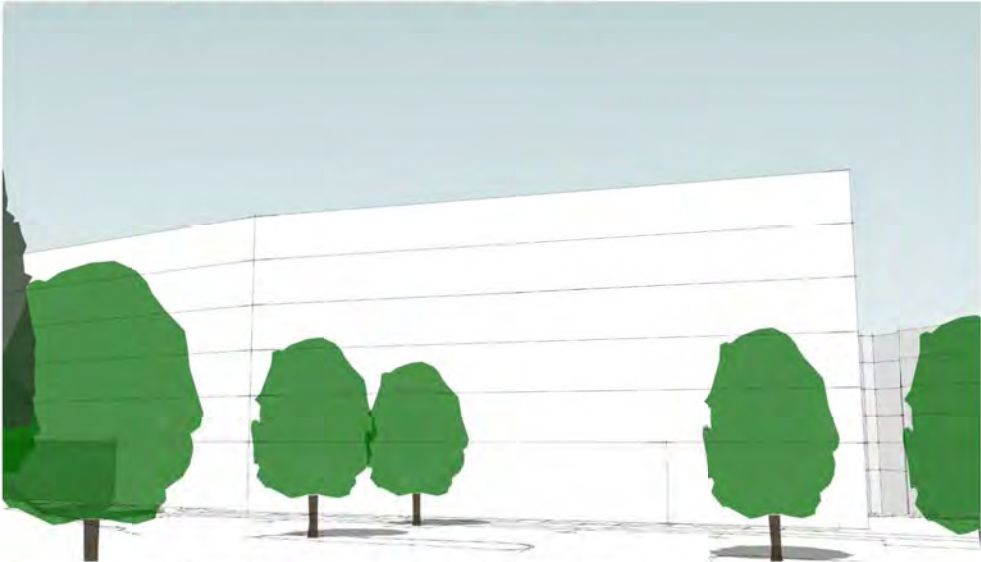
Ground Level Stoops



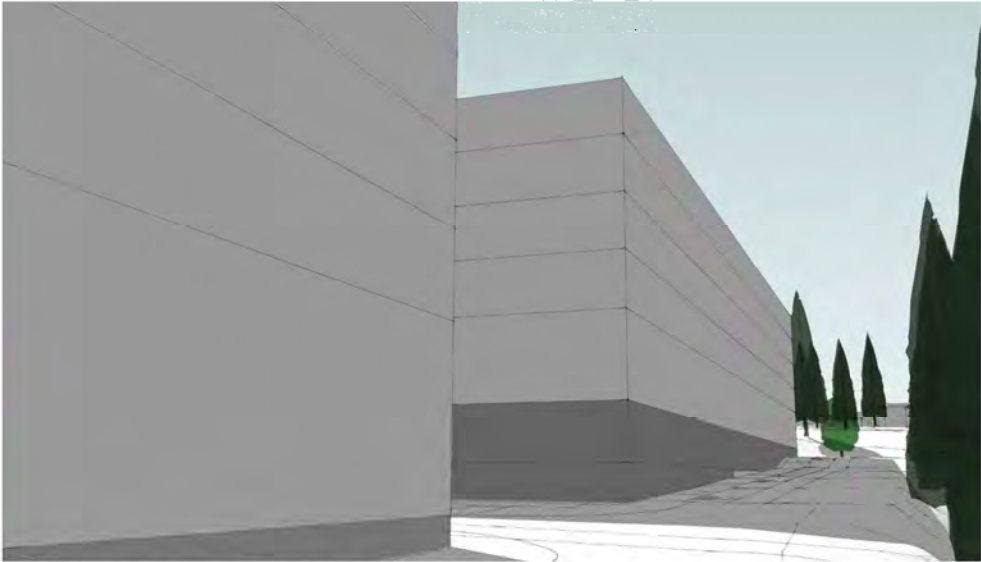
Ground level Interaction



BLOCK A | MASSING PERSPECTIVES



Ground Level Perspective View Looking Northeast



Ground Level Perspective View Looking Southwest



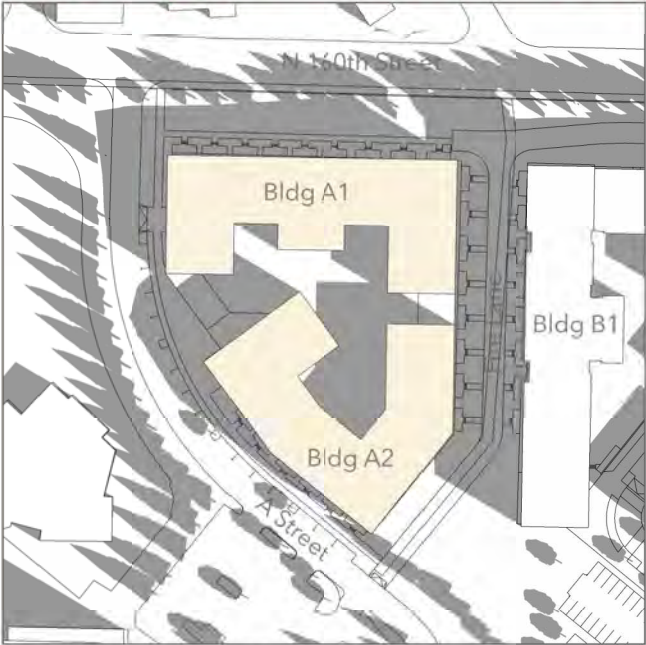
Building Modulation



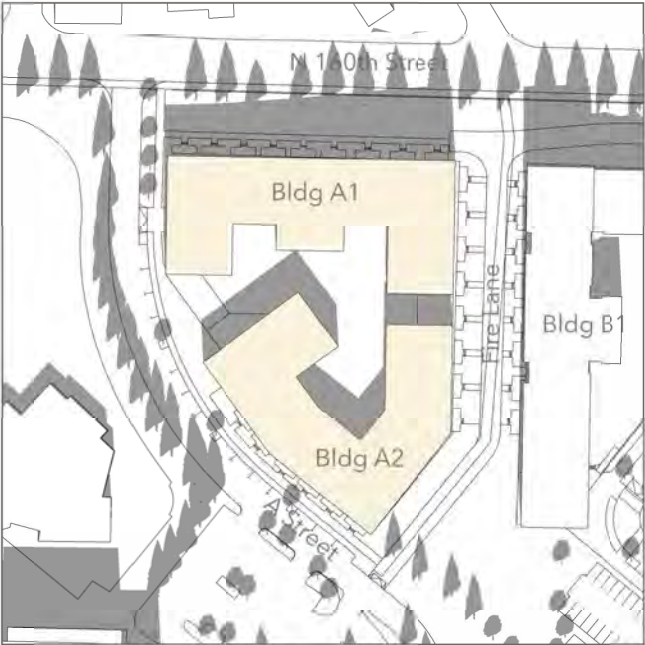
Building activated public realm



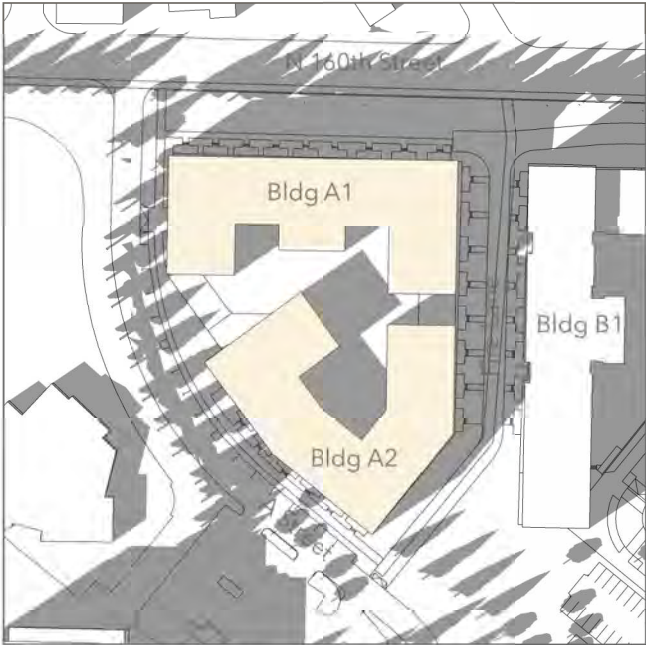
Block A | SUN & SHADOW ANALYSIS



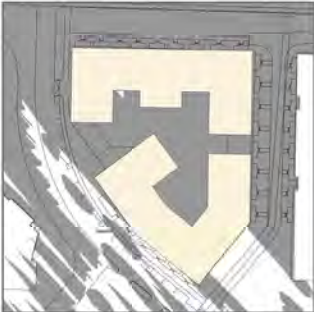
March/September 21st at 09:00 am



March/September 21st at 12:00 pm



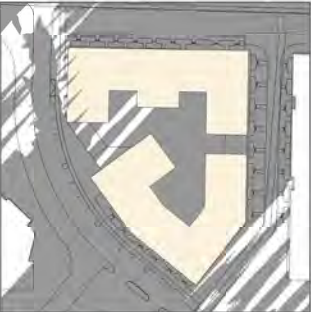
March/September 21st at 03:00 pm



December 21st at 09:00 am



December 21st at 12:00 pm



December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm



June 21st at 03:00 pm

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# BLOCK B DESIGN

## BLOCK B | OVERVIEW & PERSPECTIVES

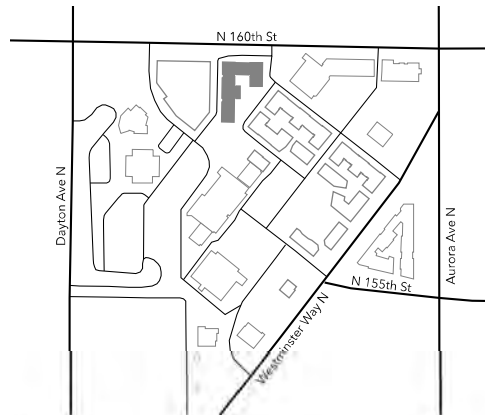
### Summary

- 5 story of residential building over a 2 story podium
- Approximately 298 units including 12 townhouses
- 360 residential parking stalls plus 8 on-street parking stalls

### Overview

Building B1 is a single residential structure over a parking garage, and will also provide resident and guest access from the Block A Promenade on the west side of the building, and automobile access to the parking garage from B Street to the east. As with Buildings A1 and A2, the Block A Promenade will provide residents and guests with immediate access to the center's amenities and services, and bicycle and transit system connections on the easterly boundary of the center along Highway 99. There is a shared resident amenity courtyard enclosed on 3 sides by the residences. The residential courtyard has direct ground level access to the curb-less retail street - B Street.

The building setback on the north side of Buildings A1 and B1 responds to the single family residential neighborhood north of N 160th Street, and will preserve a majority of the existing stand of large trees along the vegetated hillside on the south side of N 160th Street.



Site Key



Southeast Perspective View



Northwest Perspective View



Block B | LOWER GROUND LEVEL PLAN

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



Site Key

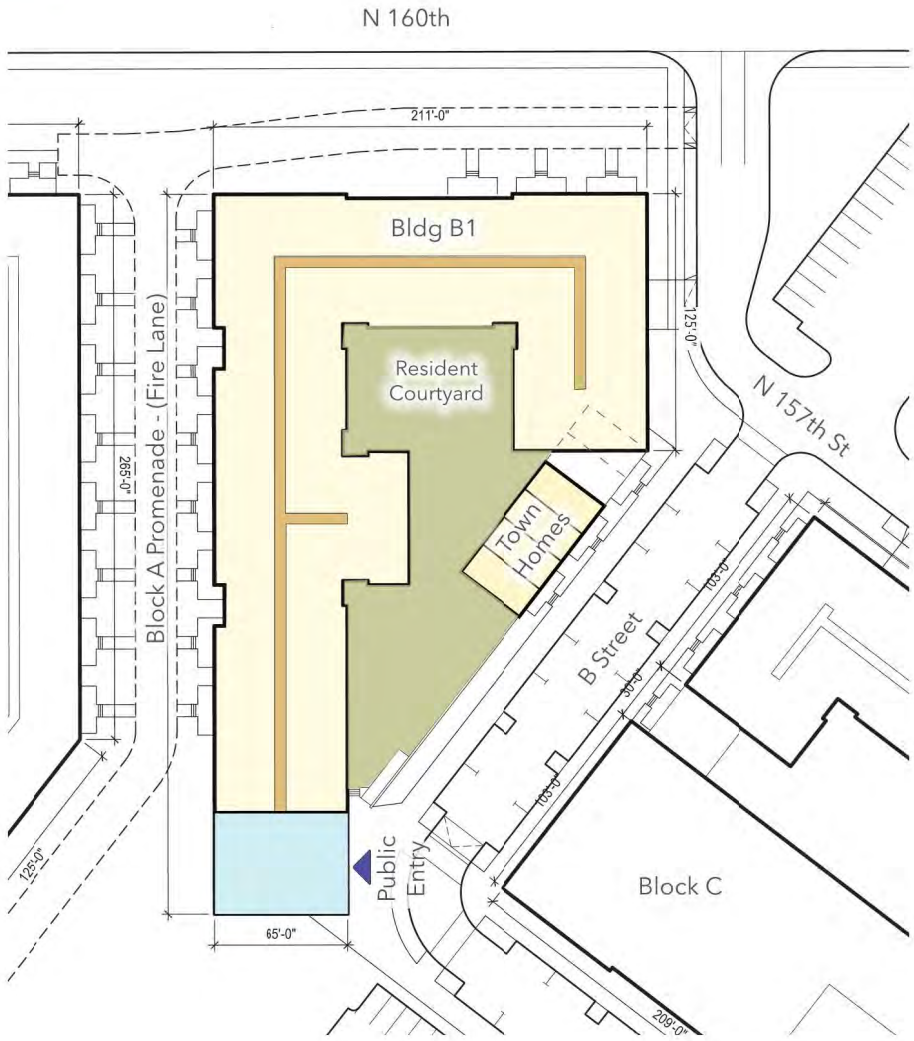


Block B | UPPER GROUND LEVEL PLAN

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance

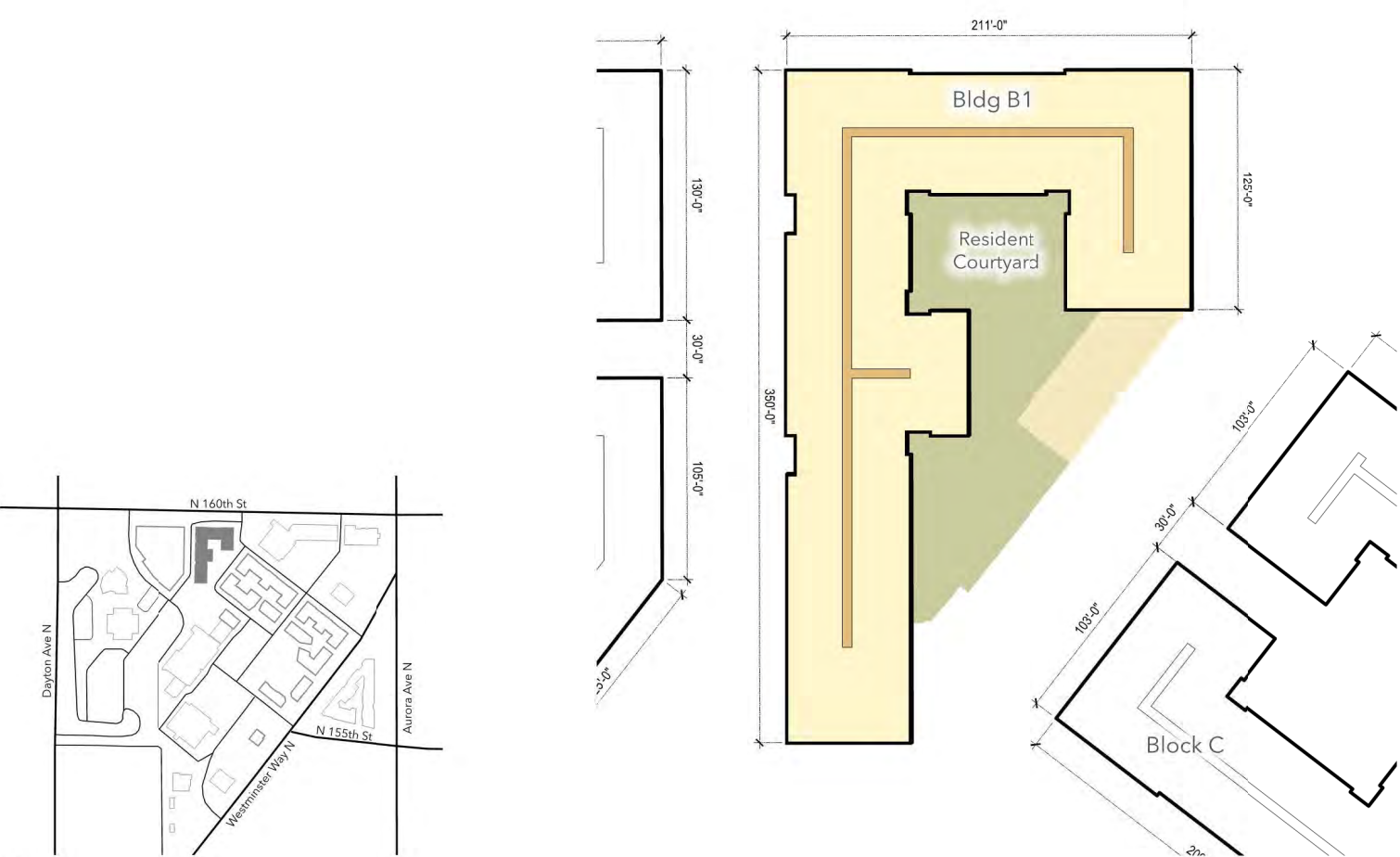


Site Key



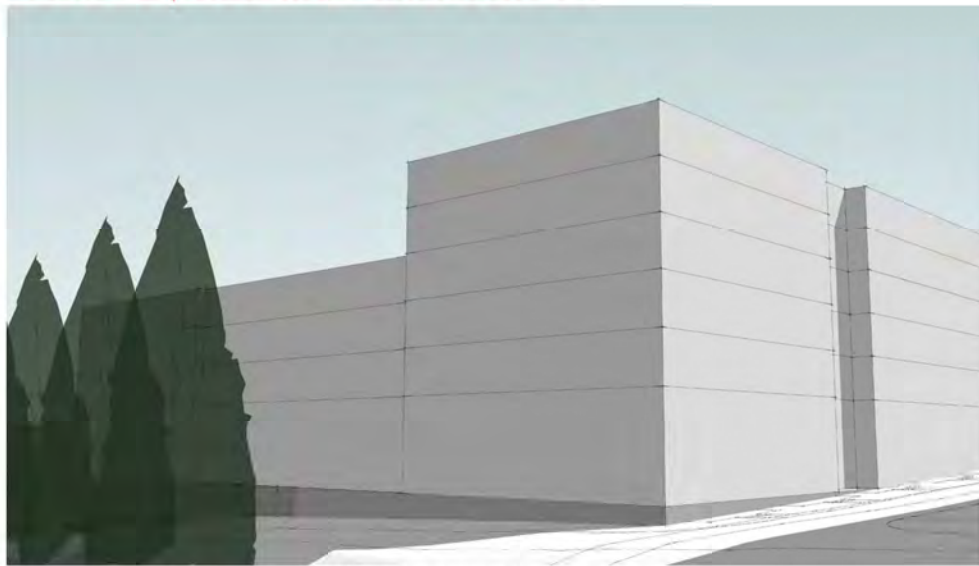
Block B | TYPICAL UPPER LEVEL PLAN

- Residential
- Corridors / Support





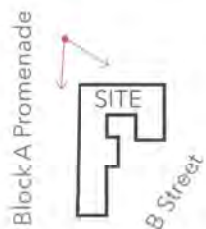
## BLOCK B | MASSING PERSPECTIVES



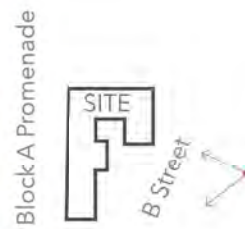
Ground Level Perspective View Looking Southeast



Ground Level Perspective View Looking West



Ground Level Stoops



Residential Courtyard



BLOCK B | MASSING PERSPECTIVES



Ground Level Perspective View Looking North

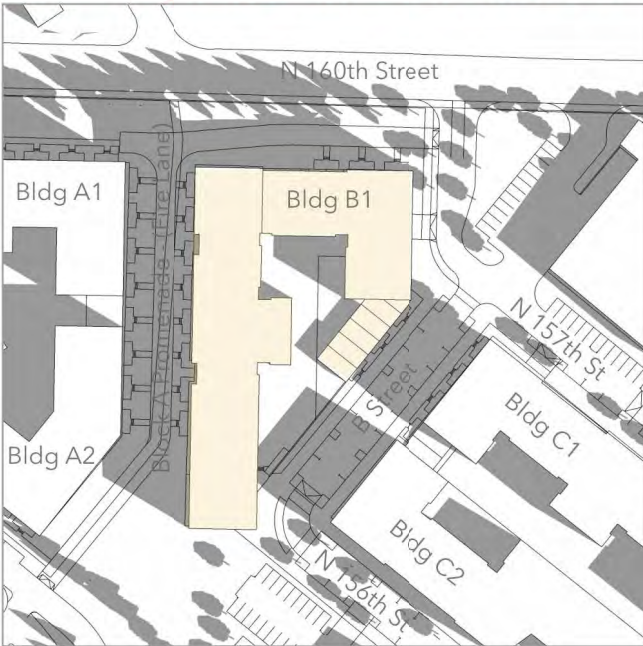


Ground Level Perspective View Looking Southwest

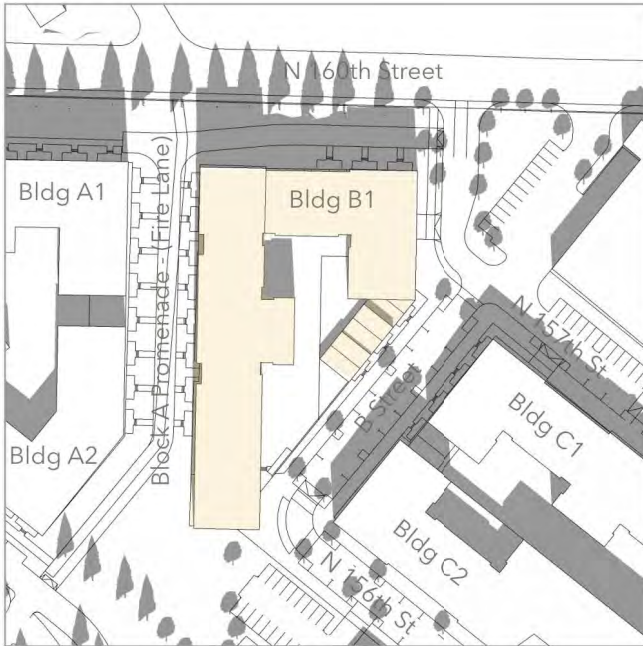




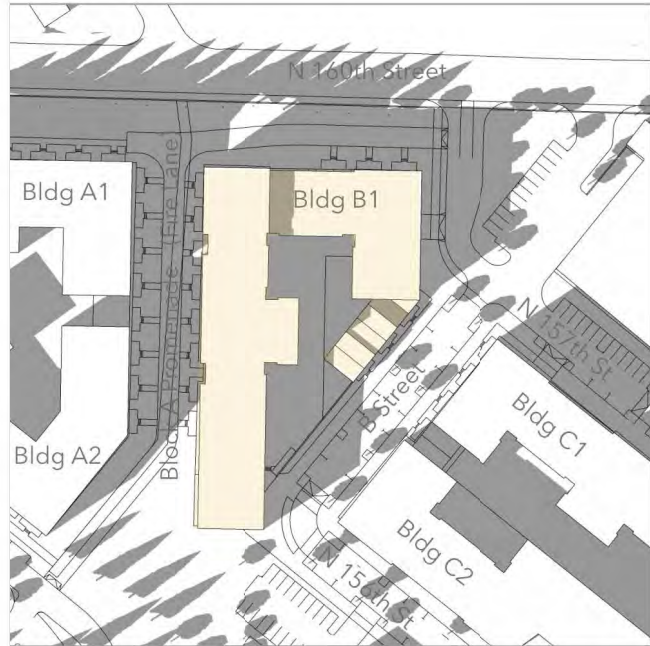
Block B | SUN & SHADOW ANALYSIS



March/September 21st at 09:00 am



March/September 21st at 12:00 pm



March/September 21st at 03:00 pm



December 21st at 09:00 am



December 21st at 12:00 pm



December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm



June 21st at 03:00 pm

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# BLOCK C DESIGN

## BLOCK C | OVERVIEW & PERSPECTIVES

### Summary

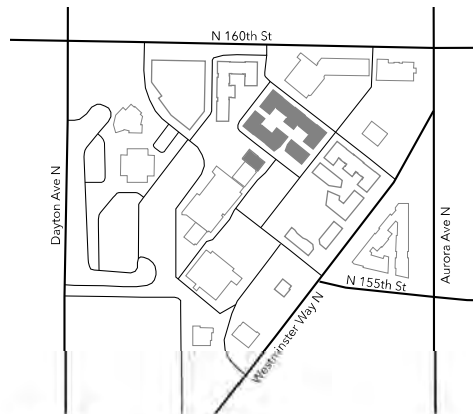
- Building C1 – 5 story mixed use building over a 2 story podium
- Building C2 – 5 story mixed use building over a 2 story podium
- Building C3 – 1 story retail building
- Approximately 28,720 total GSF retail
- Approximately 364 units including 8 townhouses
- 392 subterranean parking stalls; 74 surface parking stalls; and 44 on-street parking stalls

### Overview

Buildings C1 and C2 are separate residential buildings that share a subterranean parking garage and a residential amenity courtyard. They are located in the northern portion of the project site between N 156th and N 157th Streets, and between B Street & C Street.

Residents and guests access the buildings through a shared residential courtyard from B Street & C Street, and from N 156th, a curb-less retail street to the south. N 156th street also provides residents and guests with immediate access to the center's amenities and services, as well as bicycle and transit system connections on the easterly boundary of the center along Highway 99. Automobiles access the parking garage from N 157th on the north side of the site.

Building C3 is a single story retail building located on the south side of N 156th opposite Building C2, abutting the existing retail buildings to the south. Customers will access the store from the retail sidewalk that connects the existing retail stores to the south and from N 156th Street. Parking is provided in shared parking lots to the east and west, and on N 156th Street.



Site Key



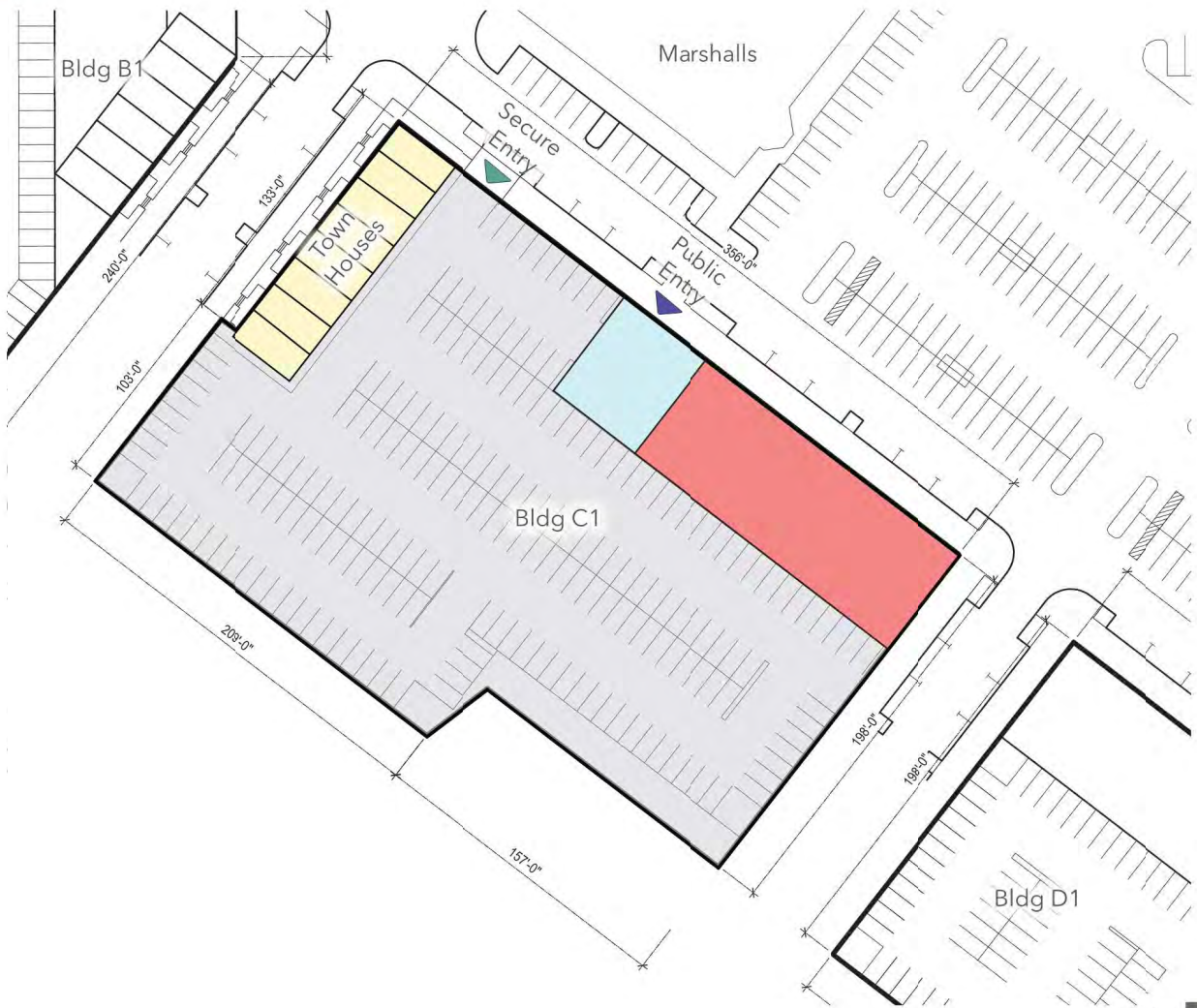
North Perspective View



South Perspective View

Block C | LOWER GROUND LEVEL PLAN

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



Site Key



BLOCK C | UPPER GROUND LEVEL PLAN

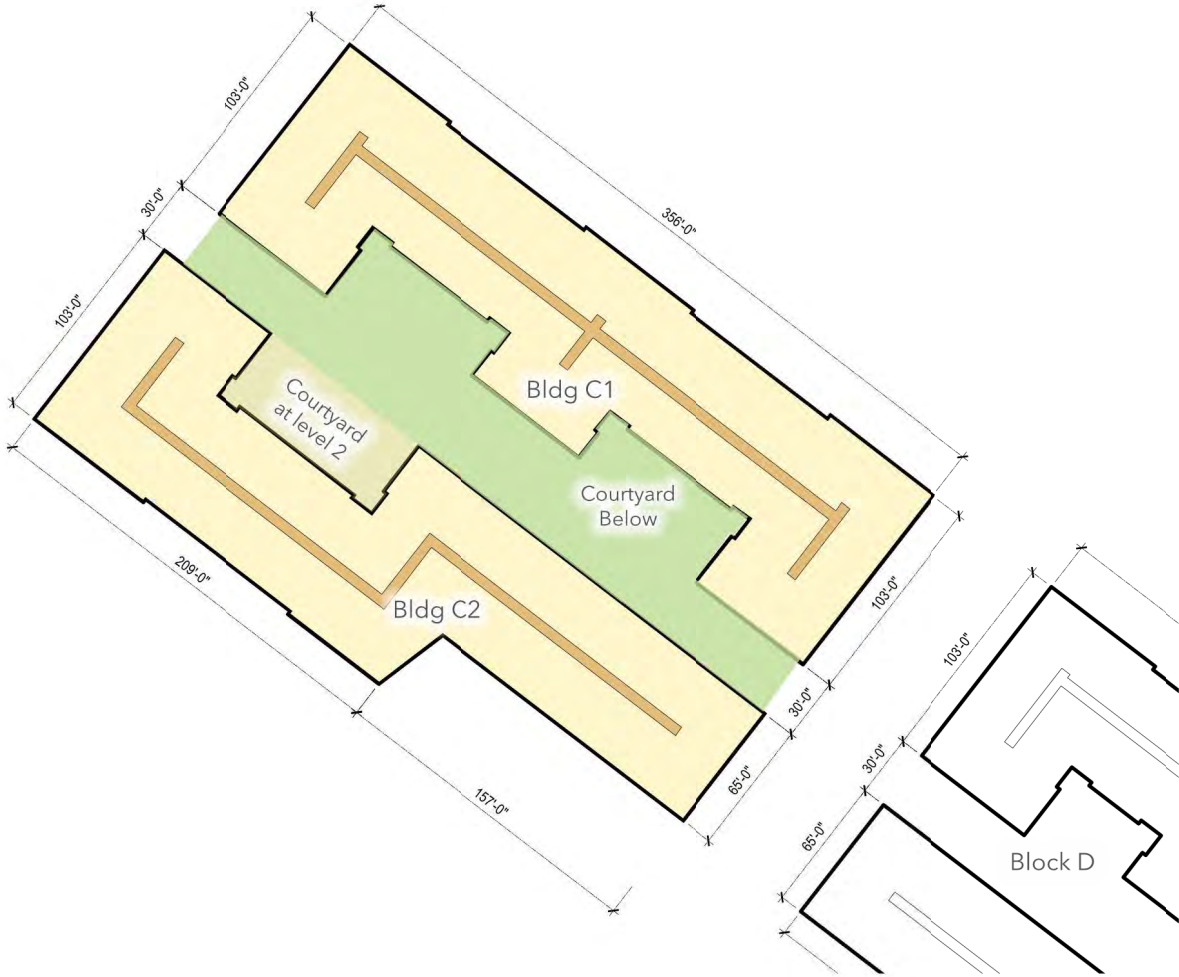
- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance





BLOCK C | TYPICAL UPPER LEVEL PLAN

- Residential
- Corridors / Support



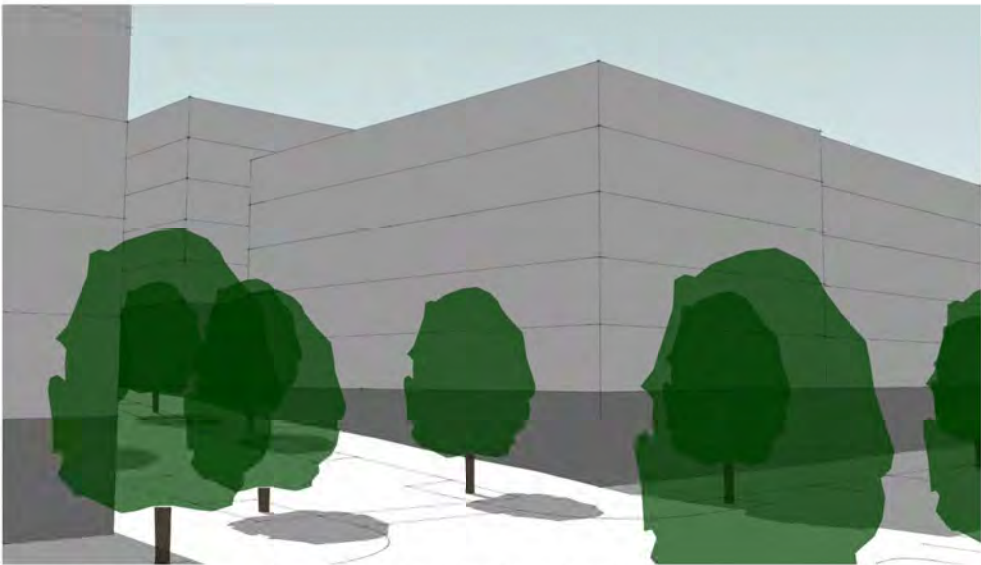
Site Key



BLOCK C | MASSING PERSPECTIVES



Ground Level Perspective View Looking South



Ground Level Perspective View Looking Southwest





BLOCK C | MASSING PERSPECTIVES



Ground Level Perspective View Looking North

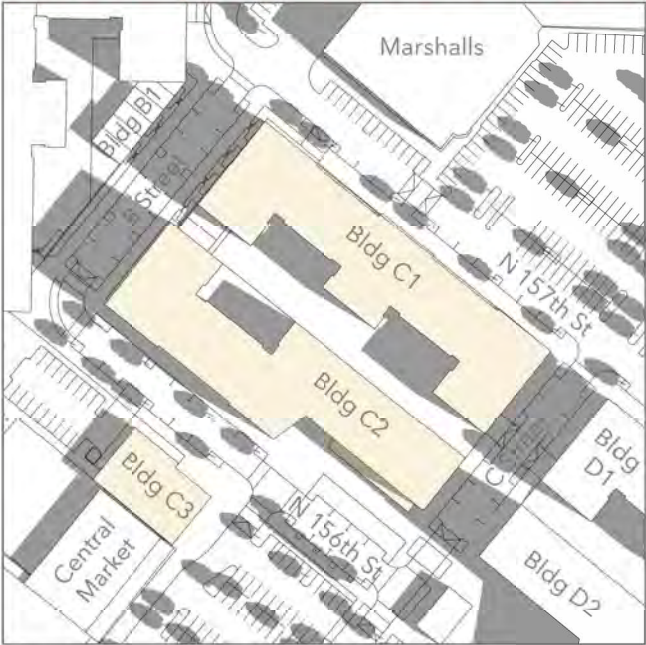


Ground Level Perspective View Looking East

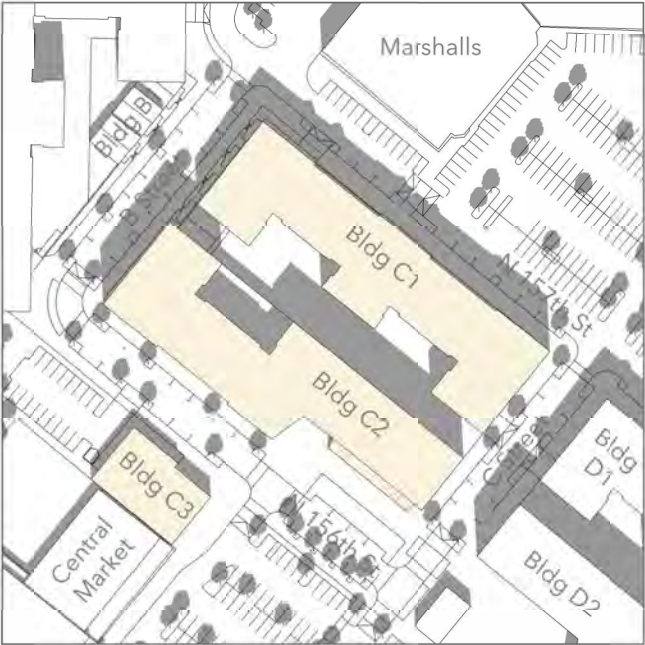




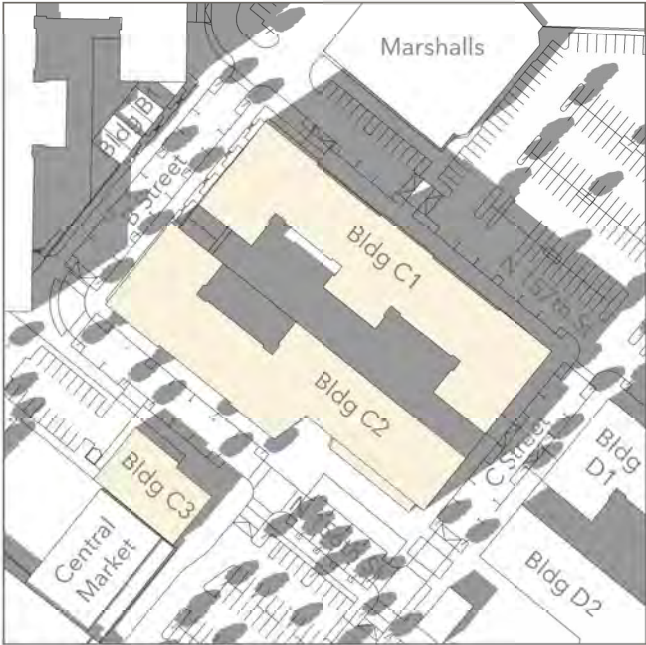
BLOCK C | SUN & SHADOW ANALYSIS



March/September 21st at 09:00 am



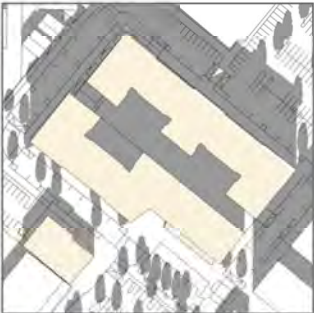
March/September 21st at 12:00 pm



March/September 21st at 03:00 pm



December 21st at 09:00 am



December 21st at 12:00 pm



December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm



June 21st at 03:00 pm



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# BLOCK D DESIGN



## BLOCK D | OVERVIEW & PERSPECTIVES

### Summary

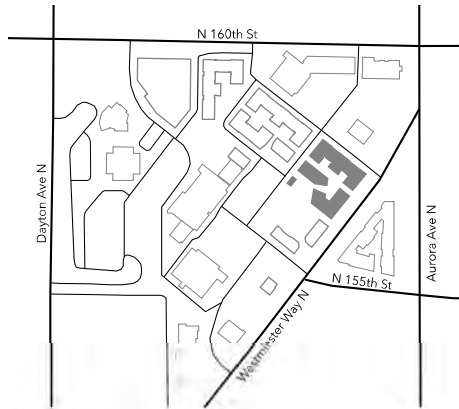
- Building D1 – 5 story mixed use building over a 2 story podium
- Building D2 – 5 story mixed use building over a 2 story podium
- Building D3 – 1 story retail Kiosk building
- Approximately 27,110 total GSF retail
- Approximately 347 units including 6 townhouses
- 423 subterranean parking stalls; 29 surface parking stalls; and 15 on-street parking stalls

### Overview

Buildings D1 and D2 are separate residential buildings that share a subterranean parking garage and a residential amenity courtyard located between the buildings. The buildings are located in the northeastern portion of the project site south of N 156th and between C Street and Westminster Way N.

Residents and guests will access the buildings through a shared residential courtyard from C street and from the common area situated between Building D2 and the Block E parking. Access to the common area will also provide residents and guests with immediate access to the center's amenities and services, as well as bicycle and transit system connections on the easterly boundary of the center along Highway 99. Automobiles access the parking garage from N 157th on the north side of the site.

Building D3 is a single story retail Kiosk building located adjacent to the common area between Building D2 and the Block E parking. Customers will access the Kiosk store from the common area, the adjacent parking area, and the pedestrian path that connects to the two retail buildings to the south – Buildings E1 and E2. There is also a pedestrian connection at Westminster Way N, with newly constructed crosswalks, providing access to the bicycle and transit system connections on the easterly boundary of the center and the proposed residential project east of Westminster Way N. Parking is provided in a parking lot to the south.



Site Key



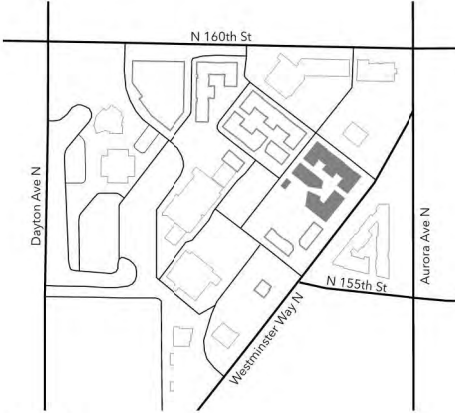
Northwest Perspective View



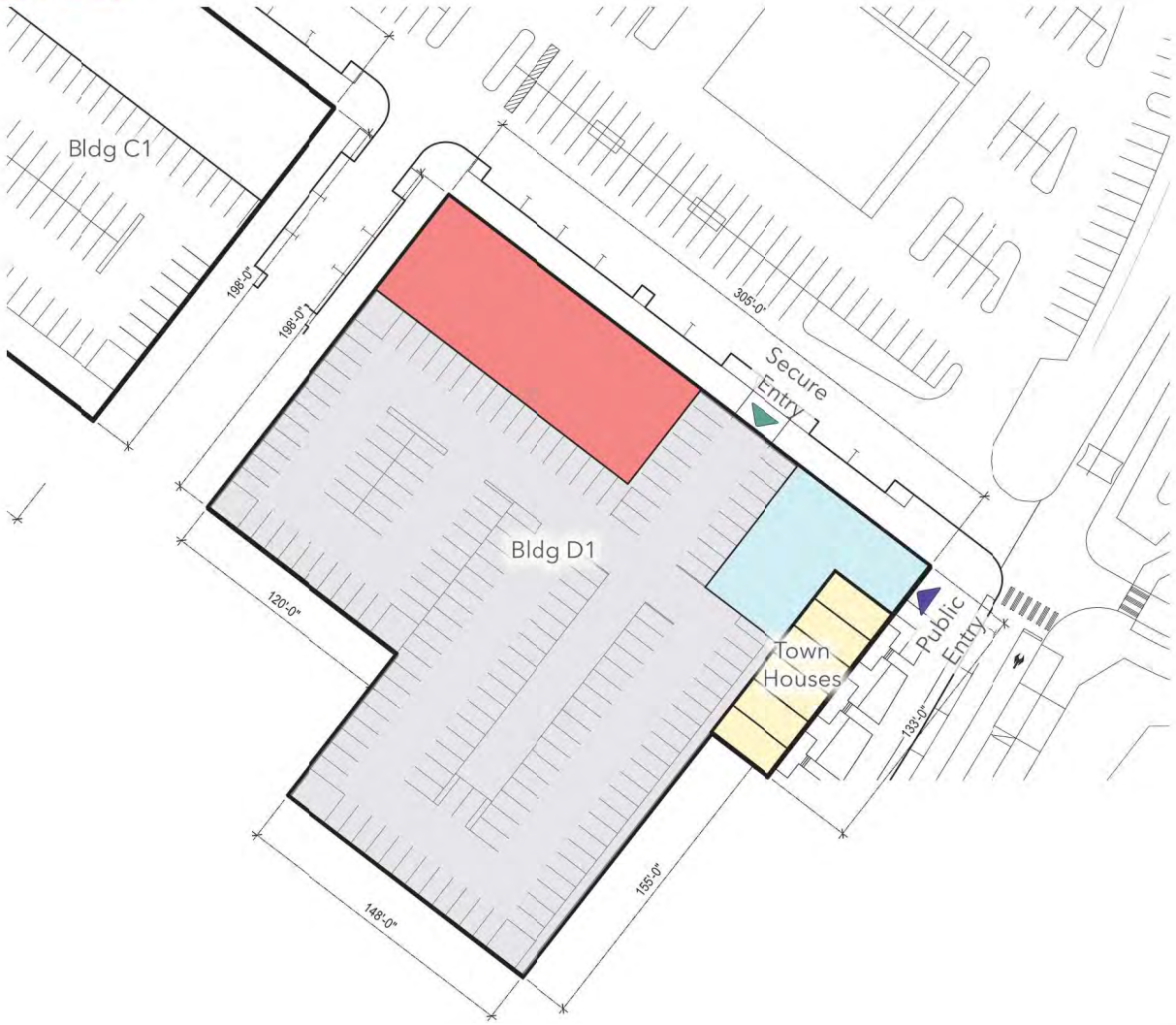
Southeast Perspective View

BLOCK D | LOWER GROUND LEVEL PLAN

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



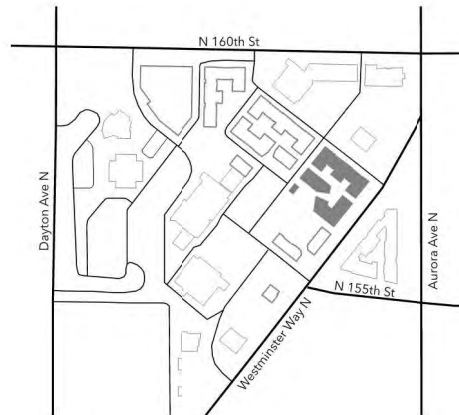
Site Key





## BLOCK D | UPPER GROUND LEVEL PLAN

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



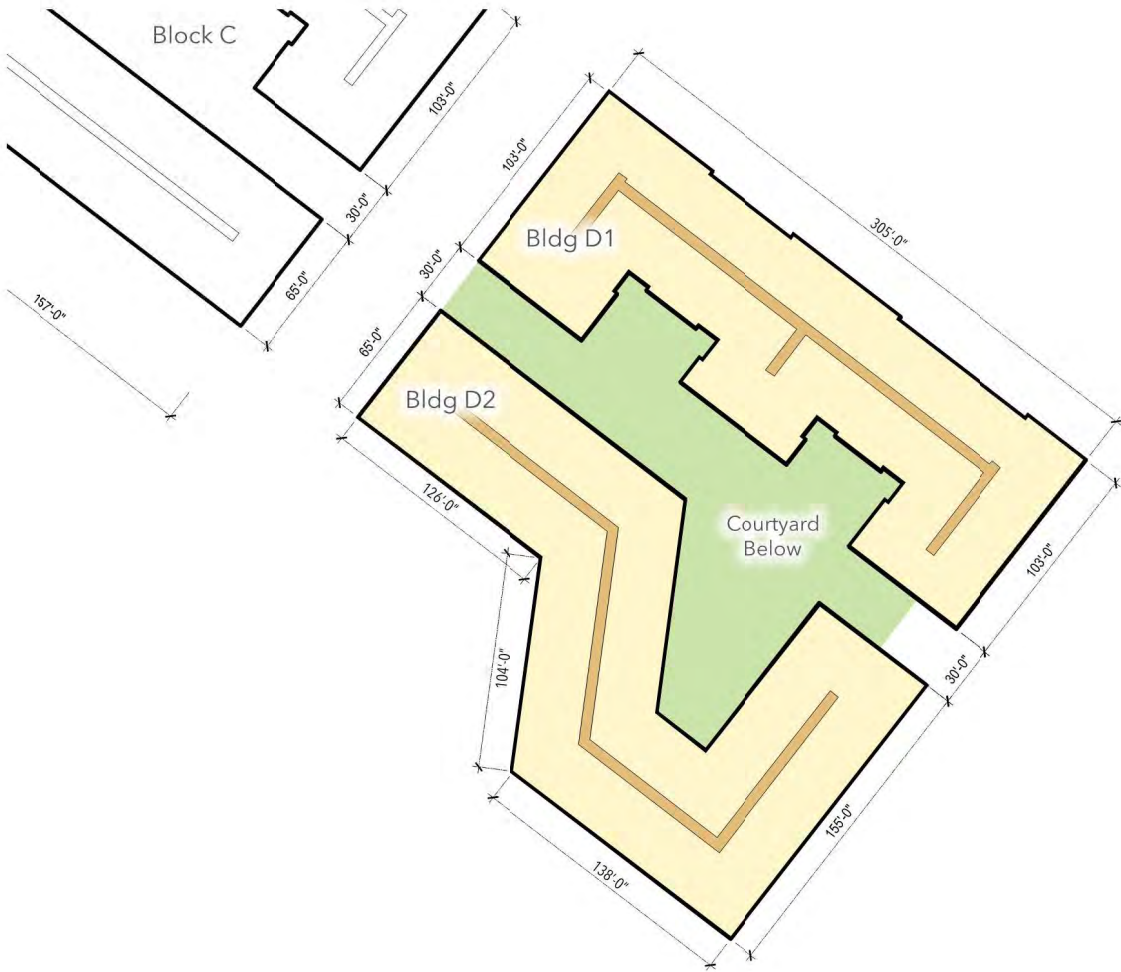
Site Key





BLOCK D | TYPICAL UPPER LEVEL PLAN

- Residential
- Corridors / Support



Site Key



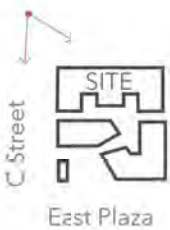
BLOCK D | MASSING PERSPECTIVES



Ground Level Perspective View Looking South

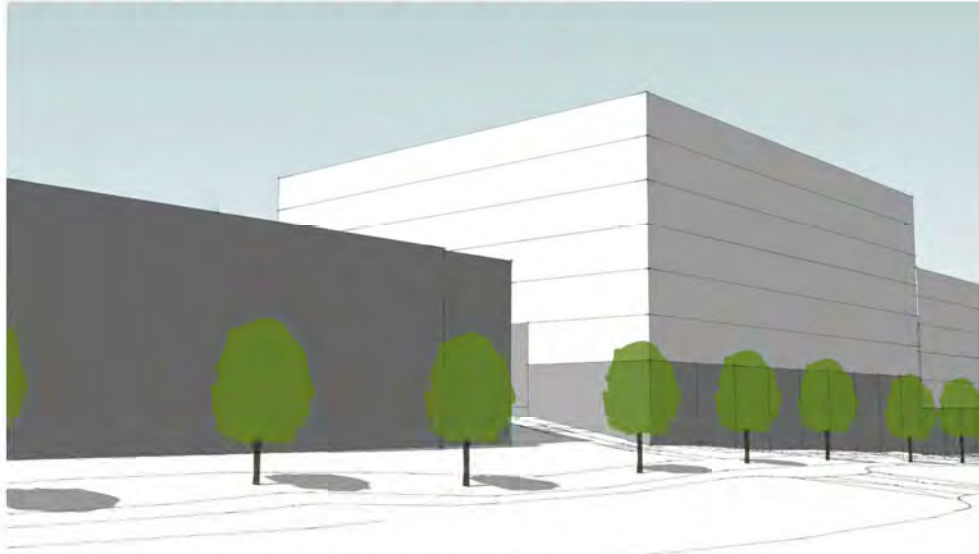


Ground Level Perspective View Looking Southwest





## BLOCK D | MASSING PERSPECTIVES



Ground Level Perspective View Looking Northwest

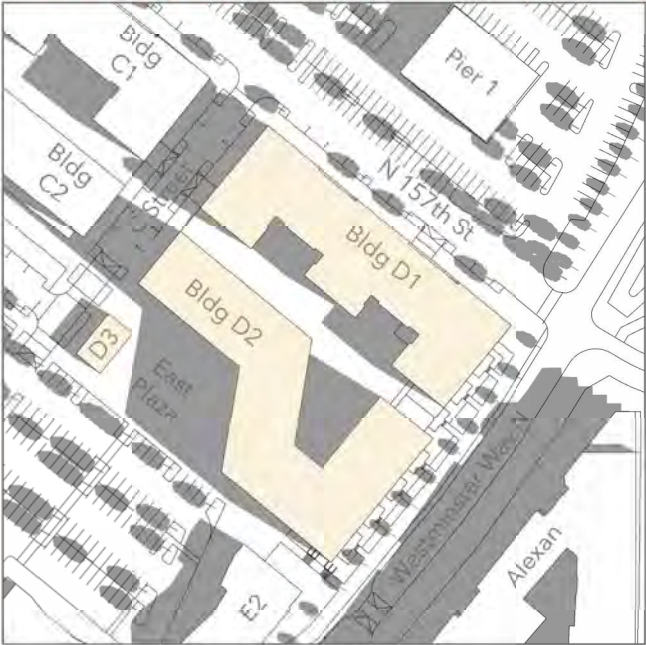


Ground Level Perspective View Looking Northeast

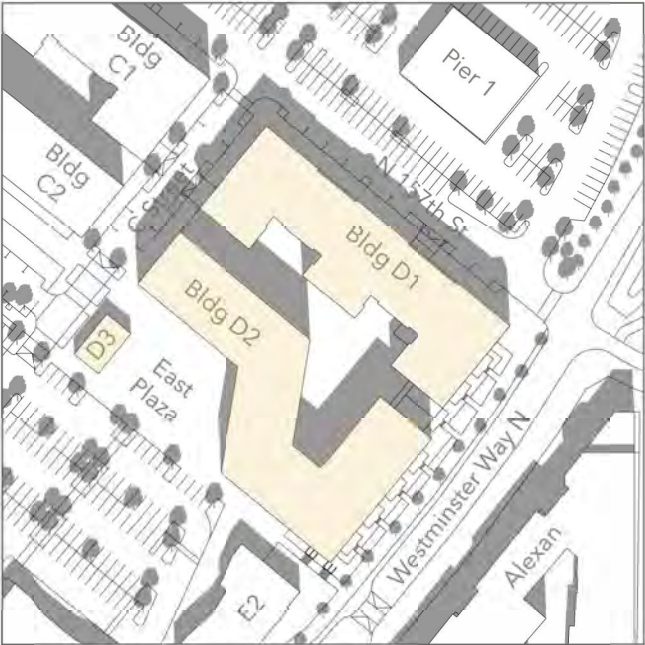




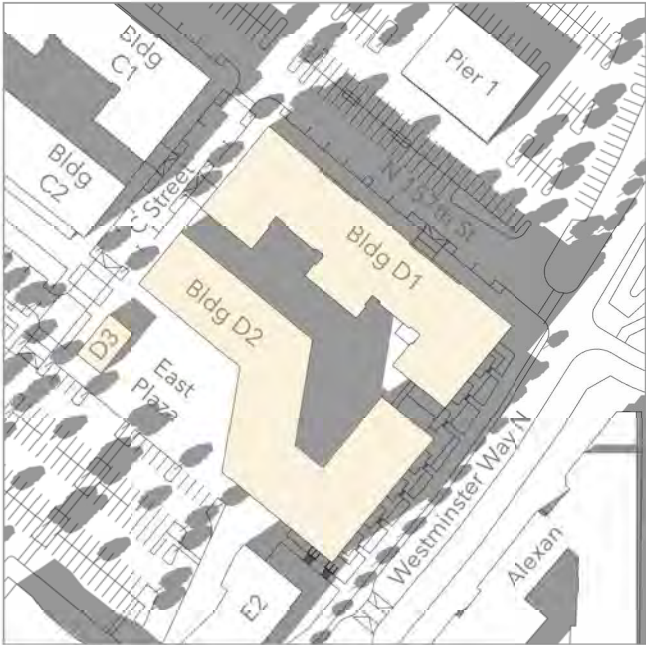
BLOCK D | SUN & SHADOW ANALYSIS



March/September 21st at 09:00 am



March/September 21st at 12:00 pm



March/September 21st at 03:00 pm



December 21st at 09:00 am



December 21st at 12:00 pm



December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm



June 21st at 03:00 pm

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# BLOCK E DESIGN

## BLOCK E | OVERVIEW & PERSPECTIVES

### Summary

- Building E1 - 1 story retail building
- Building E2 - 1 story retail building
- Approximately 16,330 total GSF retail
- 154 surface parking stalls

### Overview

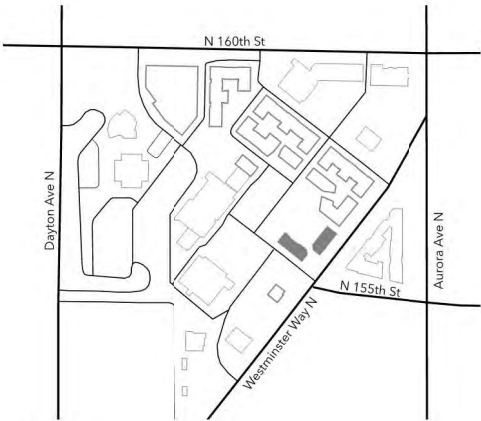
Buildings E1 and E2 are separate retail buildings that share a pedestrian path / plaza connecting to the common area to the north and with a parking area to the north and west of the buildings. The buildings are located on the easterly portion of the project site adjacent to Westminster Way N and N 155th Street. The pedestrian path / plaza also provides new two connections to Westminster Way N. Crosswalks will be constructed to provide access to the bicycle and transit system connections on the easterly boundary of the center along Highway 99, and the proposed residential project east of Westminster Way N.

Parking is provided in the shared parking lot to the south and west of the buildings, which is served by the main driveway from N 155th Street off Westminster Way N, C Street to the north and N 156th Street to the northwest.

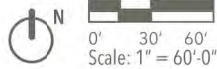


BLOCK E | UPPER GROUND LEVEL PLAN

- Retail
- Residential
- Corridors
- Lobby/Amenity
- Parking
- Pedestrian Entrance
- Vehicular Entrance



Site Key

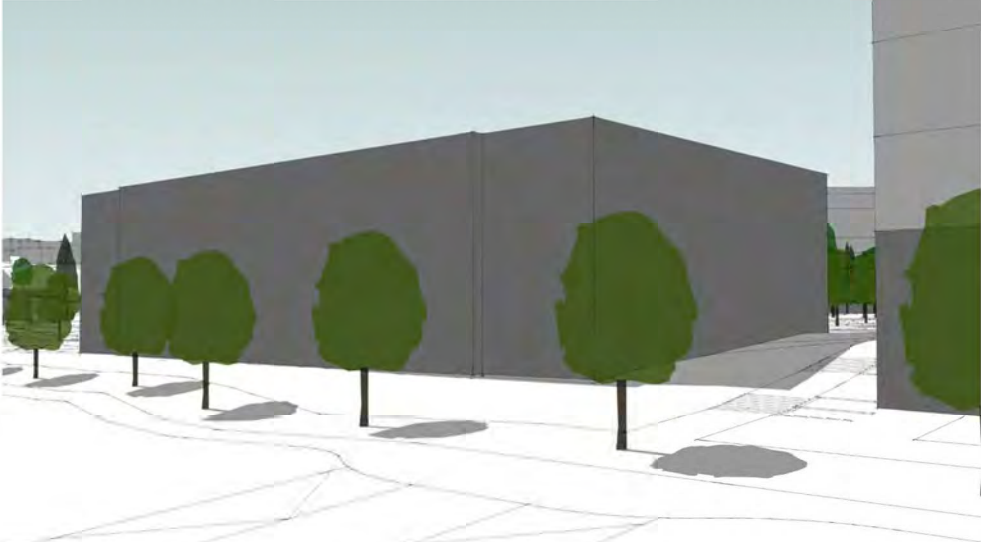




BLOCK E | MASSING PERSPECTIVES



Ground Level Perspective View Looking East



Ground Level Perspective View Looking West



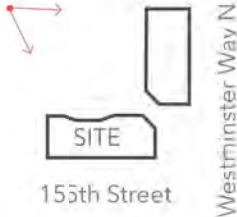
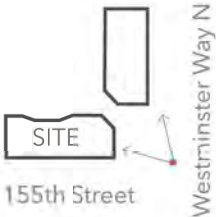
BLOCK E | MASSING PERSPECTIVES



Ground Level Perspective View Looking North



Ground Level Perspective View Looking Southeast





Block D | SUN & SHADOW ANALYSIS



March/September 21st at 09:00 am



March/September 21st at 12:00 pm



March/September 21st at 03:00 pm



December 21st at 09:00 am



December 21st at 12:00 pm



December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm



June 21st at 03:00 pm



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# LANDSCAPE ARCHITECTURE DESIGN



ILLUSTRATIVE SITE PLAN



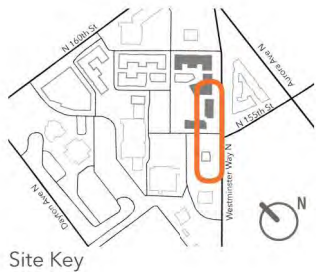


## WESTMINSTER WAY | ENLARGED PLAN

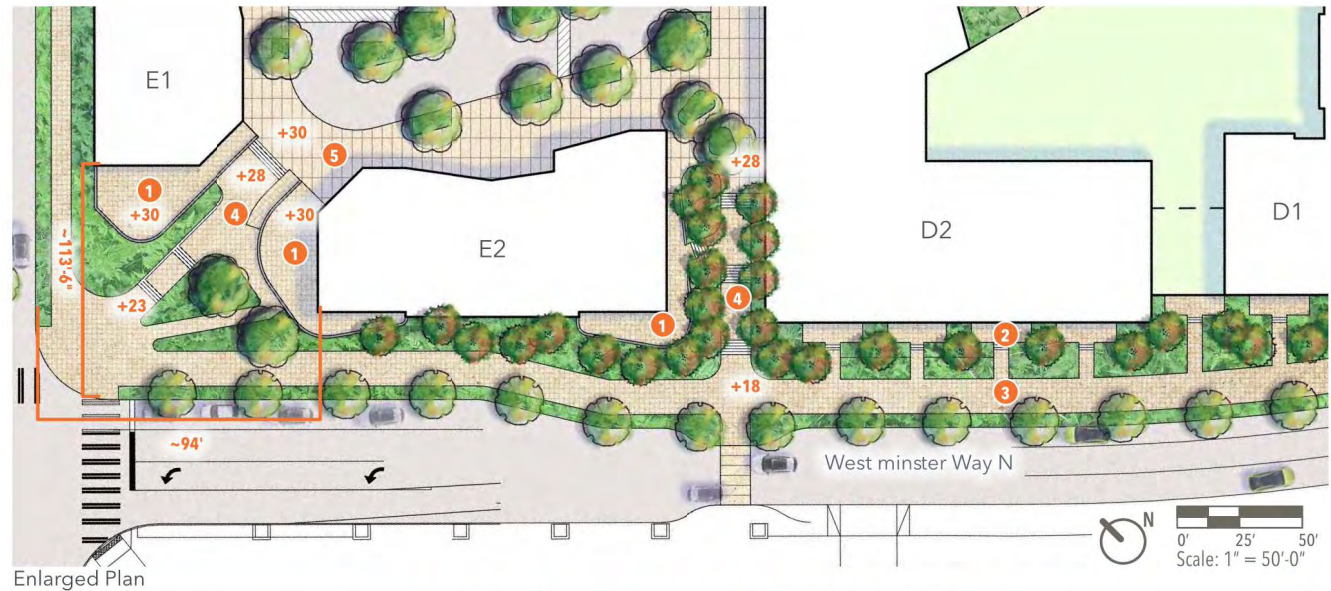
### Gateway

A gateway to the plaza at a major corner and entry point to the site is visible in both pedestrian and vehicular modes and accessible to visitors of all abilities.

- Terraces flanking the entry stair/ramp and widened sidewalk serve as a way-finding element into the project. Architectural elements could be used to further define this prominent corner.
- Interior park/publicly accessible space is visible from the property edges.
- Street and right-of-way improvements include road connections through the site, urban pathways, bulb-outs for traffic calming, etc.
- New planting improvements will be consistent with project sustainability goals and new development plans.
- New street trees will be planted along the improved roadway for shade, way-finding, and to create a pedestrian-friendly corridor.
- Street and pedestrian scale lights will be integrated along the street edge to create a safe environment and keep the space active into the evening hours.
- Porous edge facilitates interaction between the street and site.
- Buildings and residential stoops are wrapped in green while preserving clear access and sight lines to the interior of the complex. A shared bike and pedestrian path provides circulation.



Site Key



Retail Terraces



Porches



Sidewalk Edge



Stairways



Varied Paving

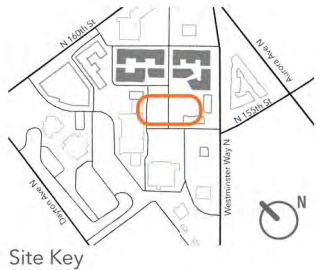


## PEDESTRIAN PLAZAS | ENLARGED PLAN

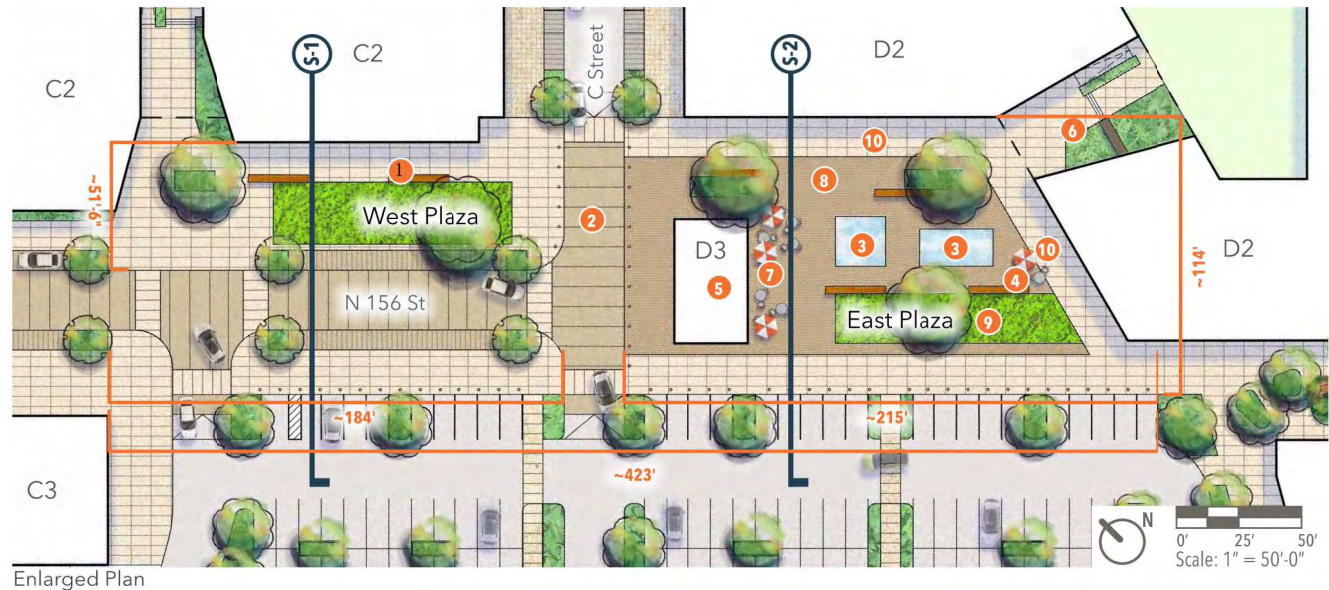
### East Plaza and West Plaza

Conjoined plazas at the hub of the project's public space are designed to be an active, vibrant pedestrian zone. Their central position, between buildings and adjacent to parking, is a key location for way-finding and facilitates circulation between uses.

- The plazas provide respite and recreation for project residents and retail shoppers. They offer space for gatherings and events, such as farmers' markets, musical performances, and art festivals.
- Broad sidewalks are spacious enough to accommodate multiple streams of visitors, residents, and shoppers. They provide clear access to commercial fronts while being buffered from vehicle access areas by fixed and planted elements.
- Lawn spaces and a gentle water feature are provided for gathering and restoration. They also create a clear separation between vehicular and pedestrian-only areas. Turf areas provide for ease of maintenance and receptiveness to regular active use by pedestrians and residents, such as for sun bathing, dog play, children's play, and urban picnicking.
- Treated pavement through this area indicates a slow, pedestrian-friendly zone. Frequent placement of crosswalks and a curved road alignment reinforces the traffic-calming message.
- Trees provide shade relief, define spaces, enhance the architecture, reduce heat island effects, and provide visual interest.



Site Key



Bench with Lighting



West: Shared Street



## PEDESTRIAN PLAZAS | CHARACTER IMAGES



East: Water Feature



Integrated Seating



East: Kiosk Retail



Metal Planters



East: Movable Furniture



East: Flexible Plaza Space



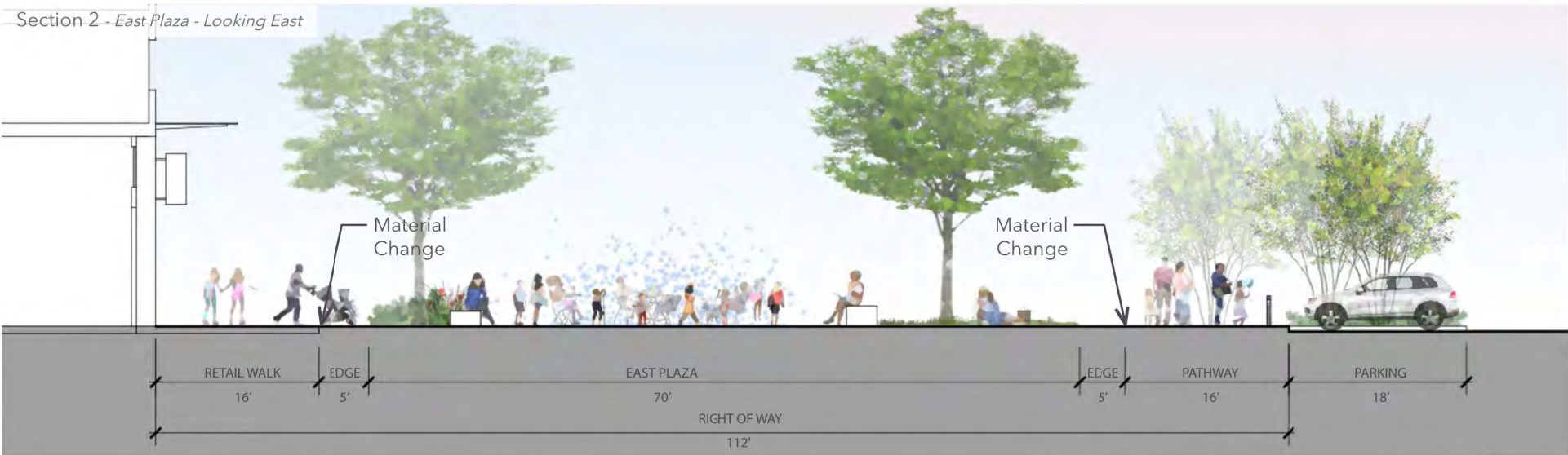
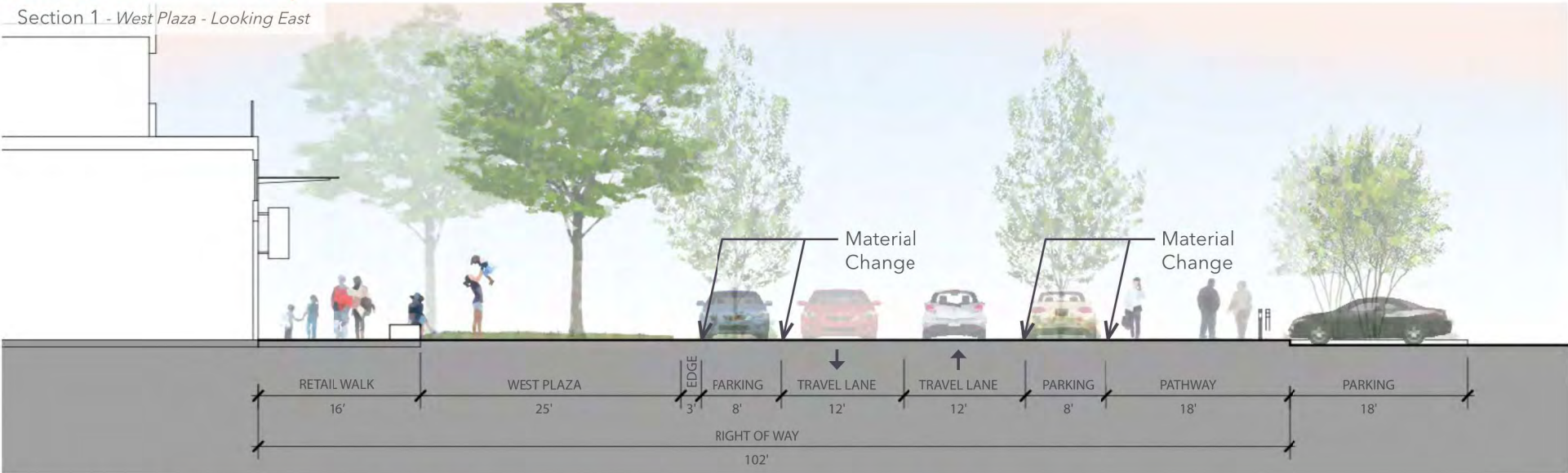
Lawn



Plaza Walkways



PEDESTRIAN PLAZAS | STREET SECTIONS





## COMMUNITY OPEN SPACE & DOG RUN | ENLARGED PLAN

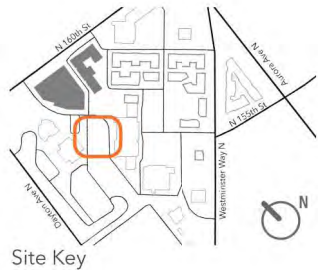
### Architecture + Recreation

This recreational area at the architectural focal point of the project is the natural terminus of the long, clear sight lines from the northeast and southeast access roads and linear plazas. It is intended to enhance the architecture while providing a park-like space for gathering and activity.

- Wide planters and trees on three sides define a room-like area, providing separation from the vehicle and residential access corridors to the northwest and southwest.
- The sloped turf area adds a note of dynamic interest and play to the site.
- An enclosed dog run is provided adjacent to but separate from the human play area.
- Trees are used on the hill as feature elements complementing the architecture. Other trees are used at the perimeter and are predominantly short statured species in order to preserve sight lines. Vegetation buffers adjacent commercial loading zone.



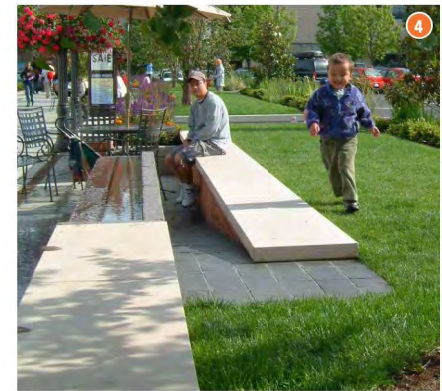
Enlarged Plan



Site Key



Park / Play Space



Integrated Seating



Dog Run



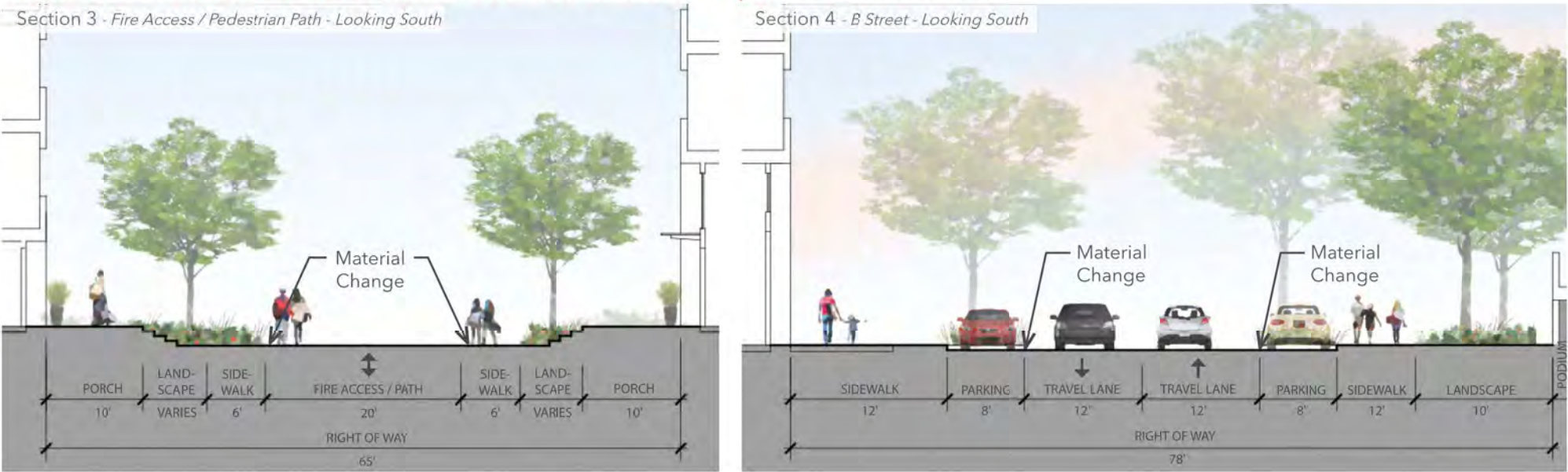
Parking Court



Pedestrian Scale Streets



Block A Promenade & Typical Pedestrian Streets | STREET SECTIONS



Shared Street



Residential Shared Street



Pedestrian Spaces

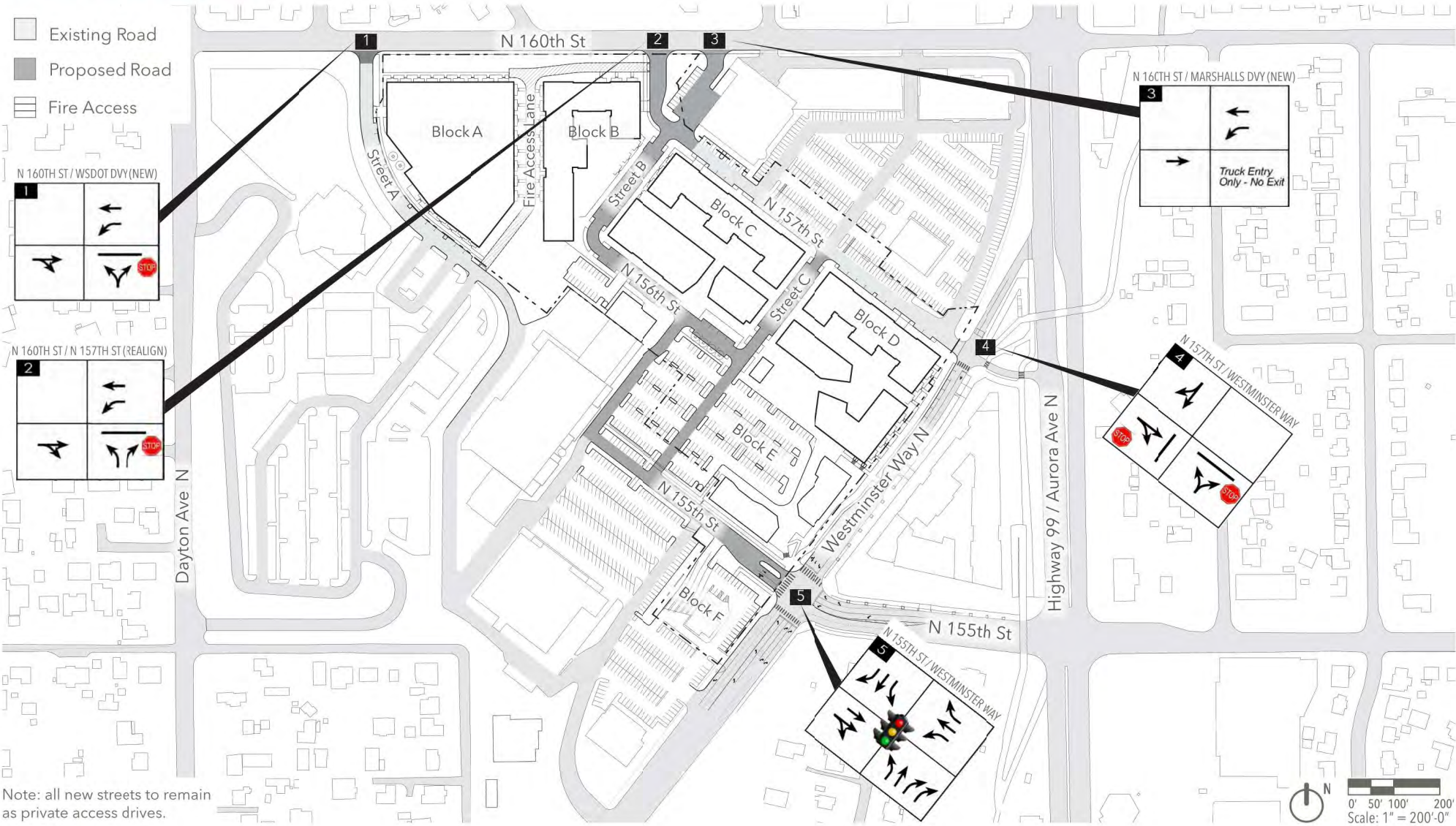
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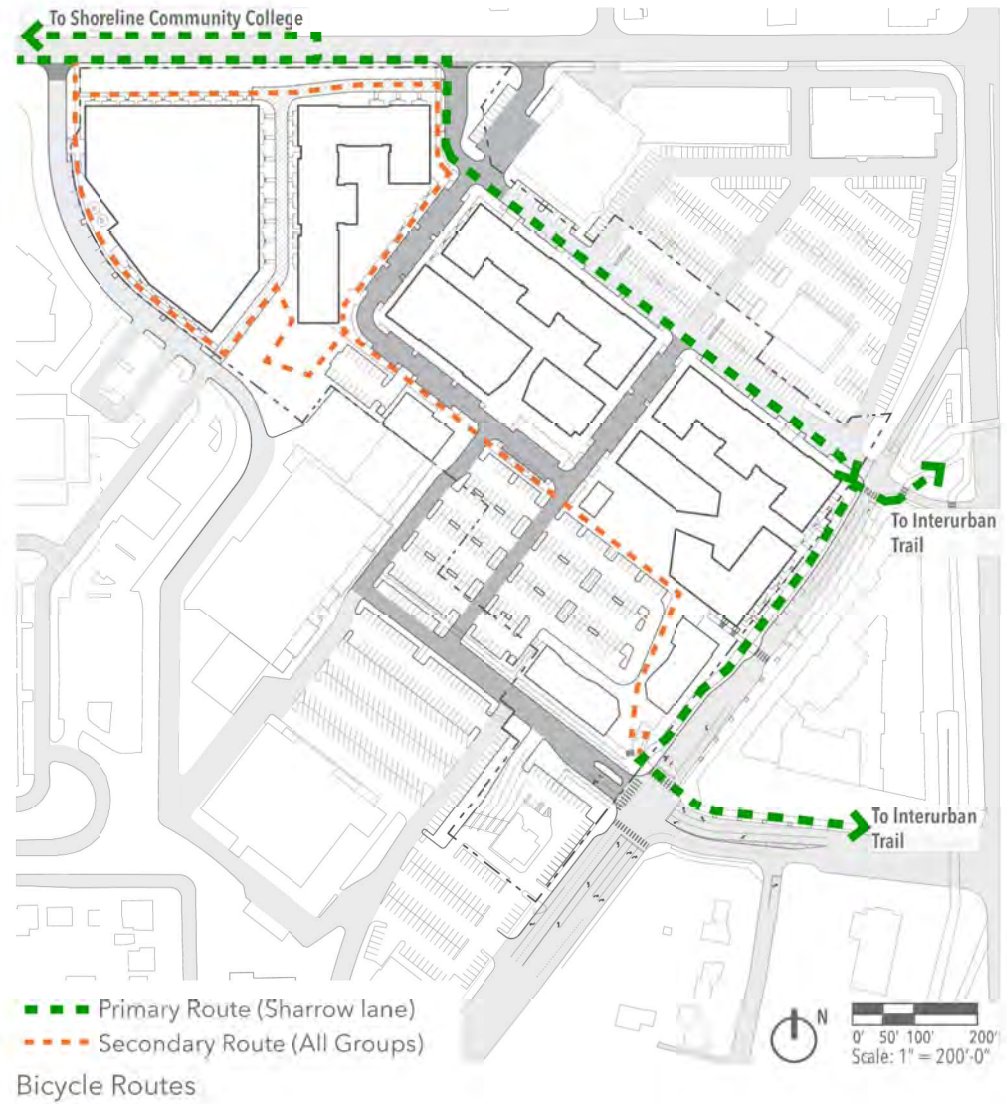
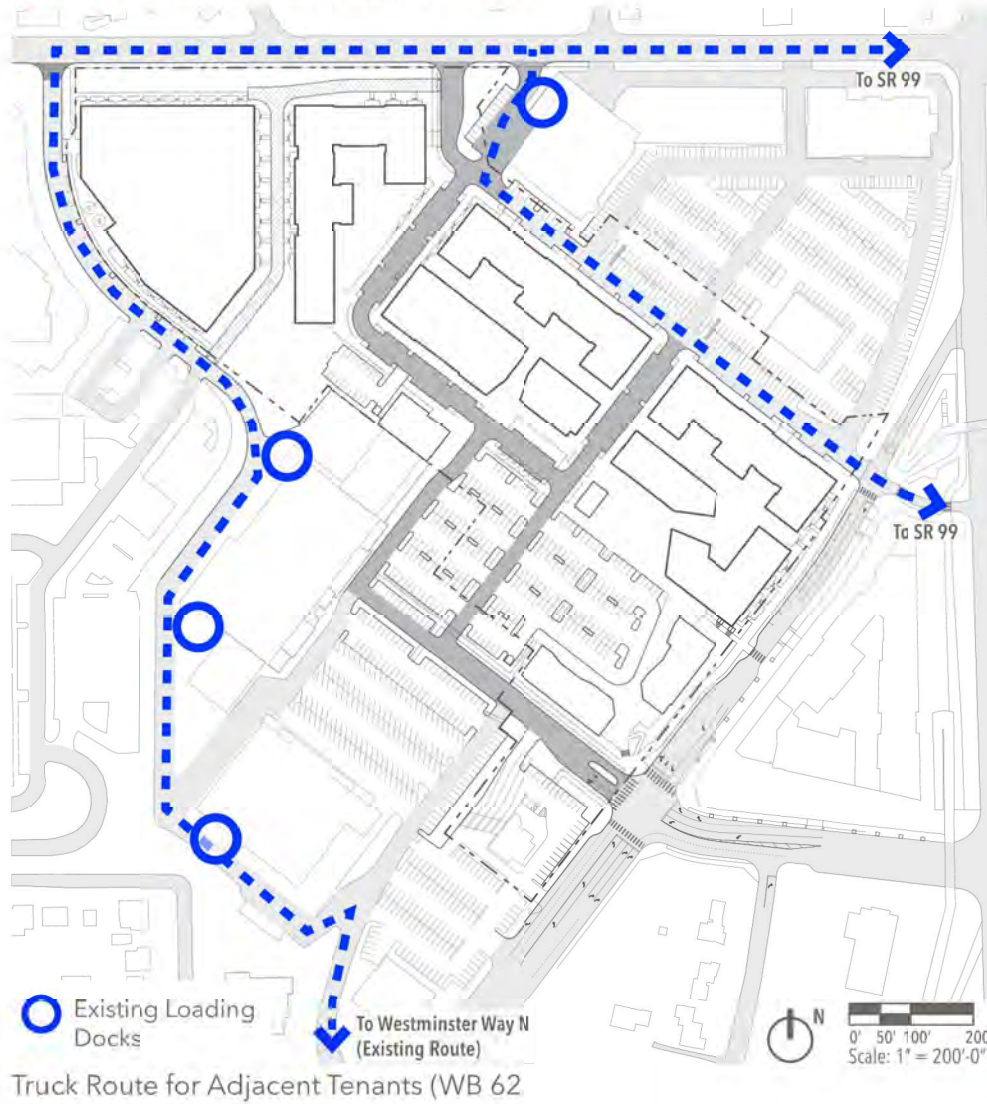
# CIVIL & TRAFFIC

ROAD PLAN OVERALL





## ON-SITE CIRCULATION ROUTES

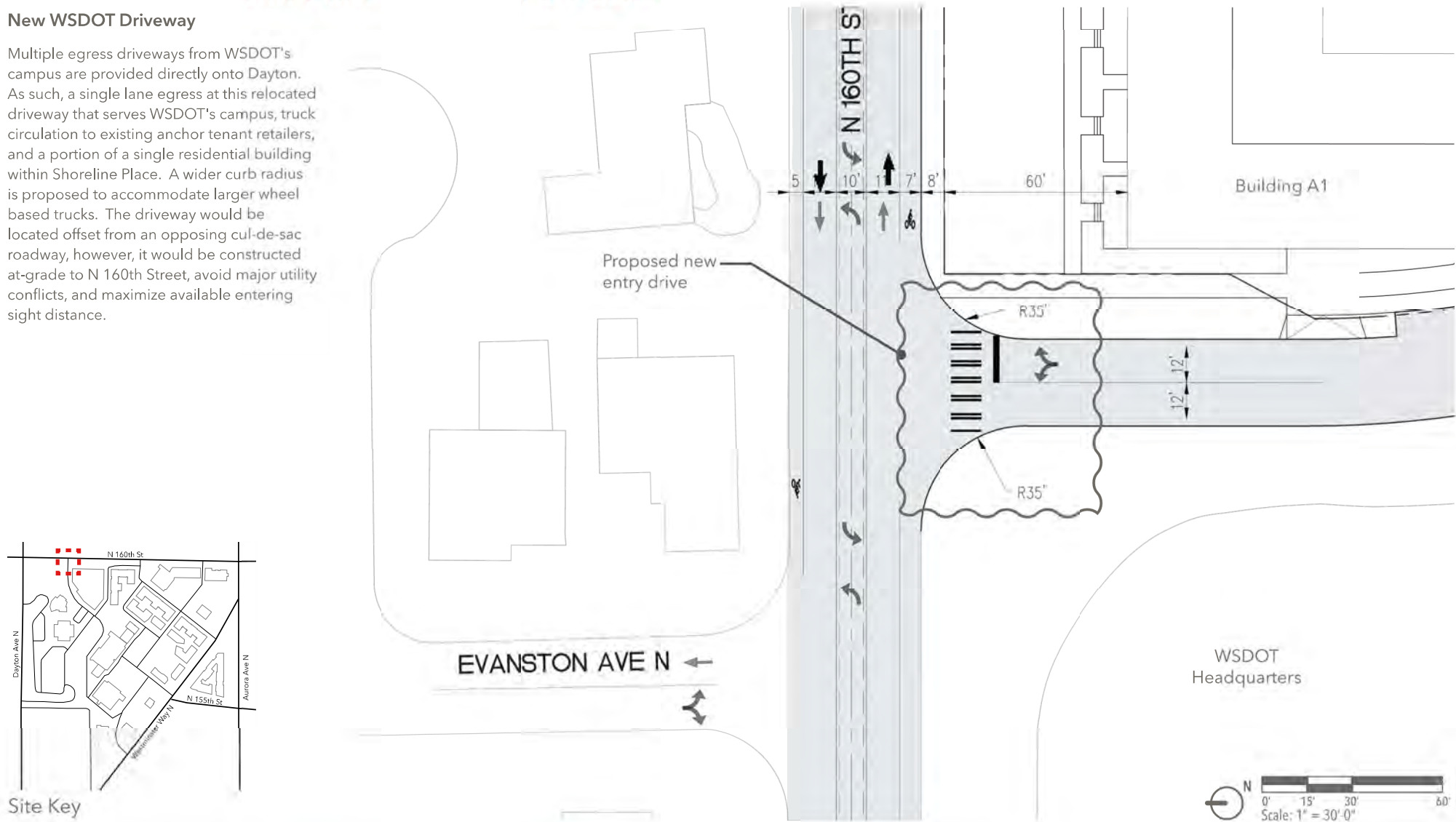




# PROPOSED NEW ENTRY DRIVE AT N 160TH & WSDOT

## New WSDOT Driveway

Multiple egress driveways from WSDOT's campus are provided directly onto Dayton. As such, a single lane egress at this relocated driveway that serves WSDOT's campus, truck circulation to existing anchor tenant retailers, and a portion of a single residential building within Shoreline Place. A wider curb radius is proposed to accommodate larger wheel based trucks. The driveway would be located offset from an opposing cul-de-sac roadway, however, it would be constructed at-grade to N 160th Street, avoid major utility conflicts, and maximize available entering sight distance.



## PROPOSED ENTRY MODIFICATIONS AT N 160TH STREET & 157TH

### New Shoreline Place Driveway

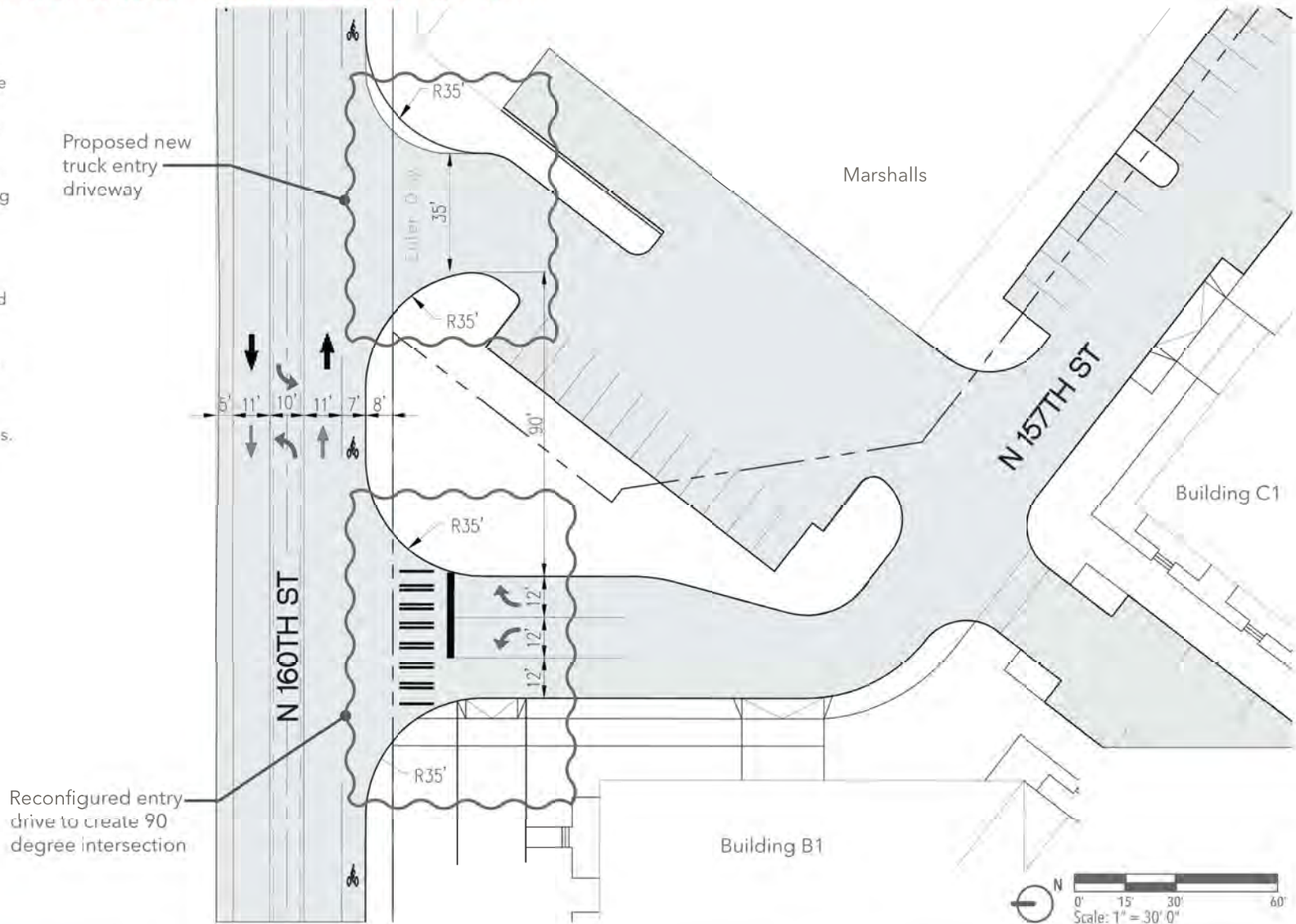
This driveway would serve all residential garages as well as lower/upper retail surface parking lots. Separate egress lanes for left and right turning movements are proposed to minimize vehicle queuing exiting the site and has been realigned to provide better geometric conditions and maximize entering sight distance.

### New Marshal's Entry

A new truck enter-only driveway is proposed to serve the existing loading dock at the adjacent Marshal's building to avoid safety conflicts with backing truck maneuvers with vehicles, pedestrians, and bicycle traffic demand at this location generated by Shoreline Place and other existing retail uses.

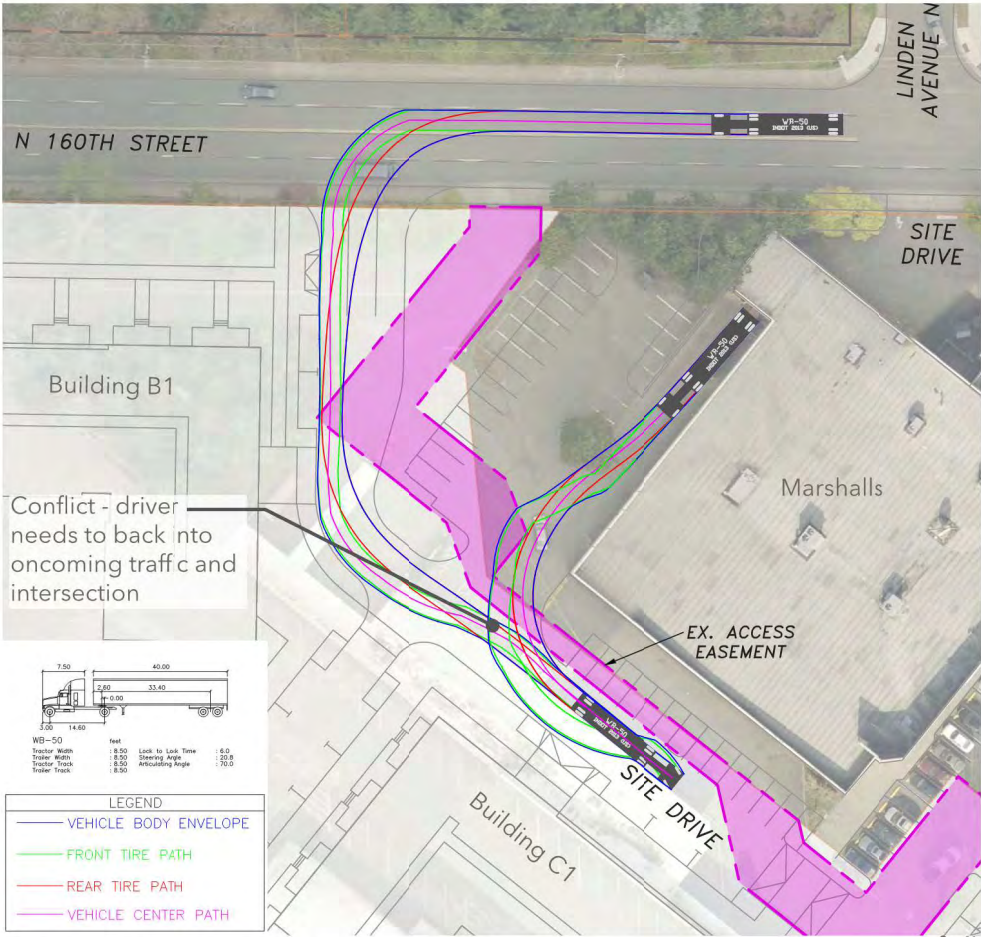


Site Key

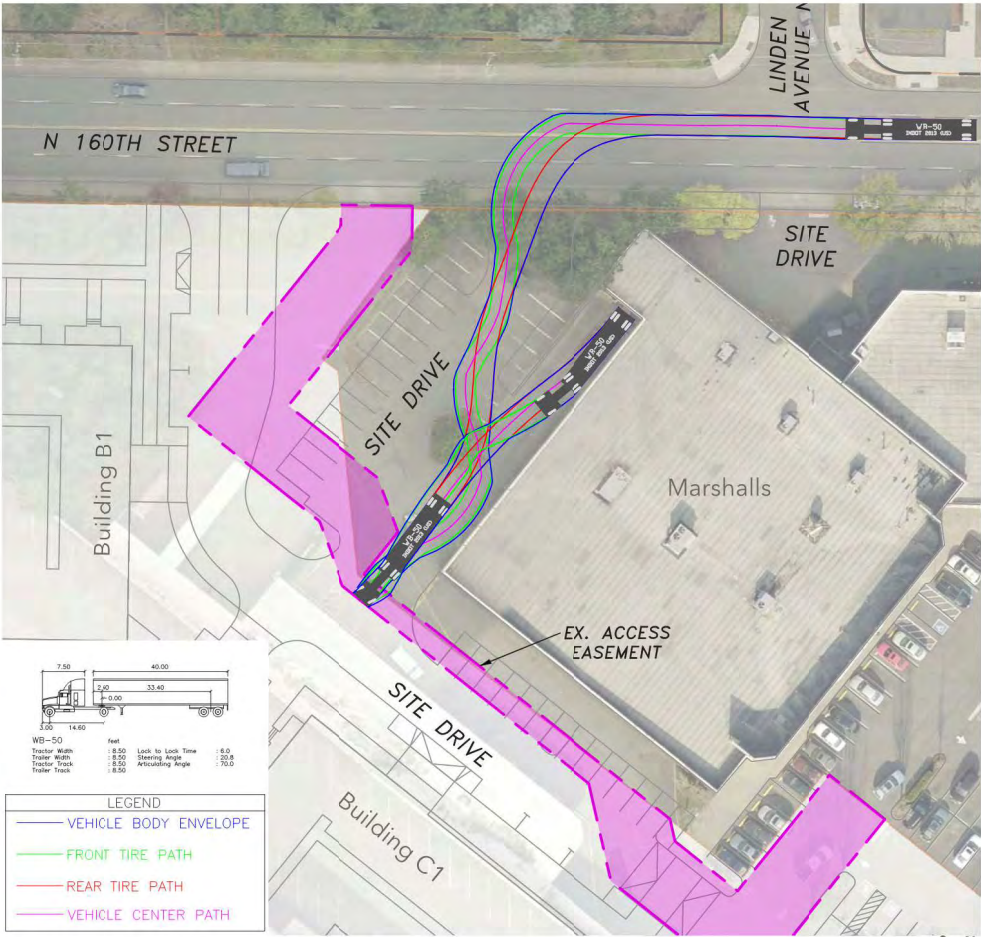




MARSHALLS DELIVERY TRUCK ROUTE ANALYSIS



Autoturn Truck Route without New Entry (WB-50)



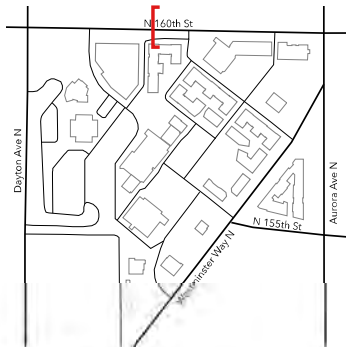
Autoturn Truck Route with New Entry (WB-50)



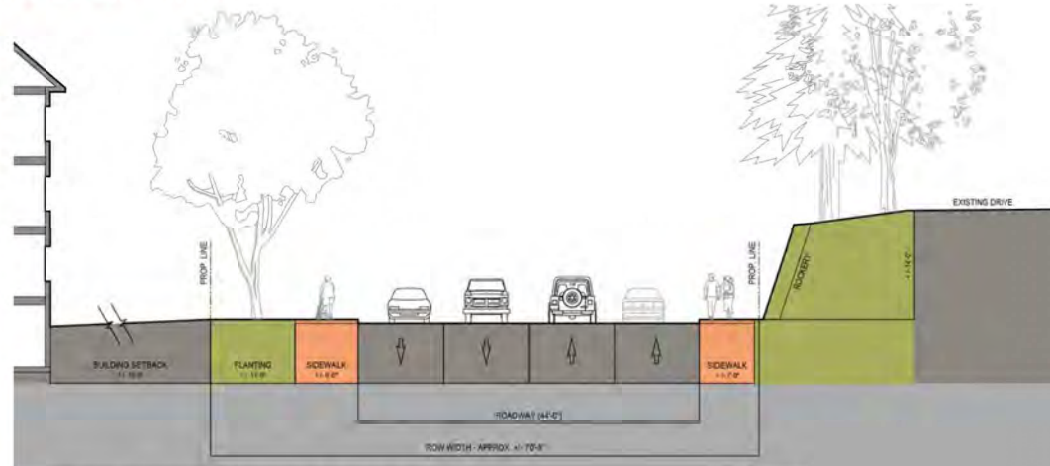
## ROW FRONTAGE IMPROVEMENTS SECTIONS AT 160TH ST



Existing N 160th Street looking East



Site Key



Existing N 160th Street @ Building B1



Proposed N 160th Street @ Building B1

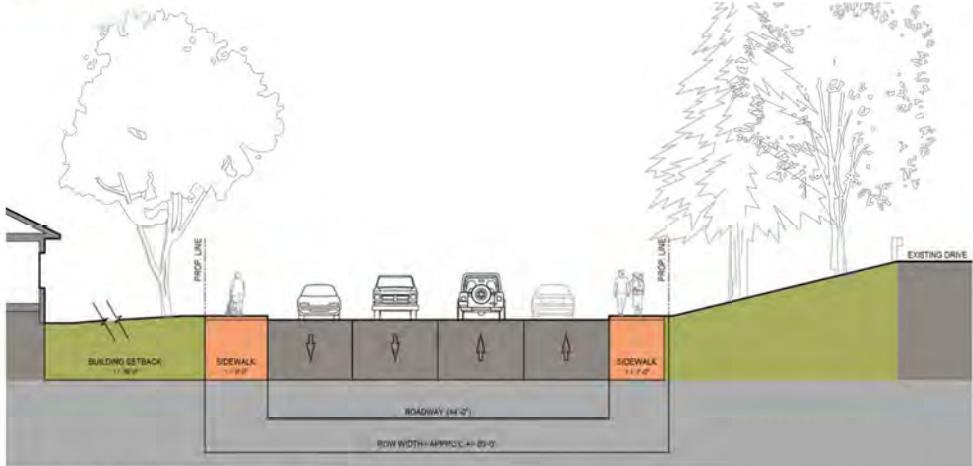
ROW FRONTAGE IMPROVEMENTS SECTIONS AT 160TH ST



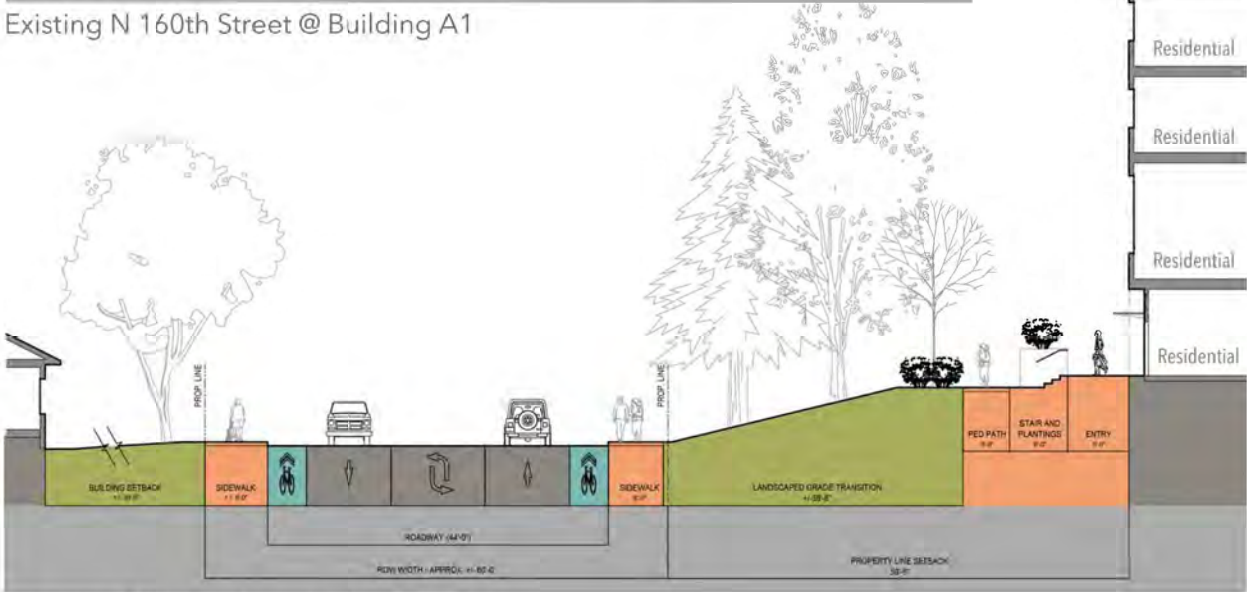
Existing Private Drive along 160th Looking East



Site Key

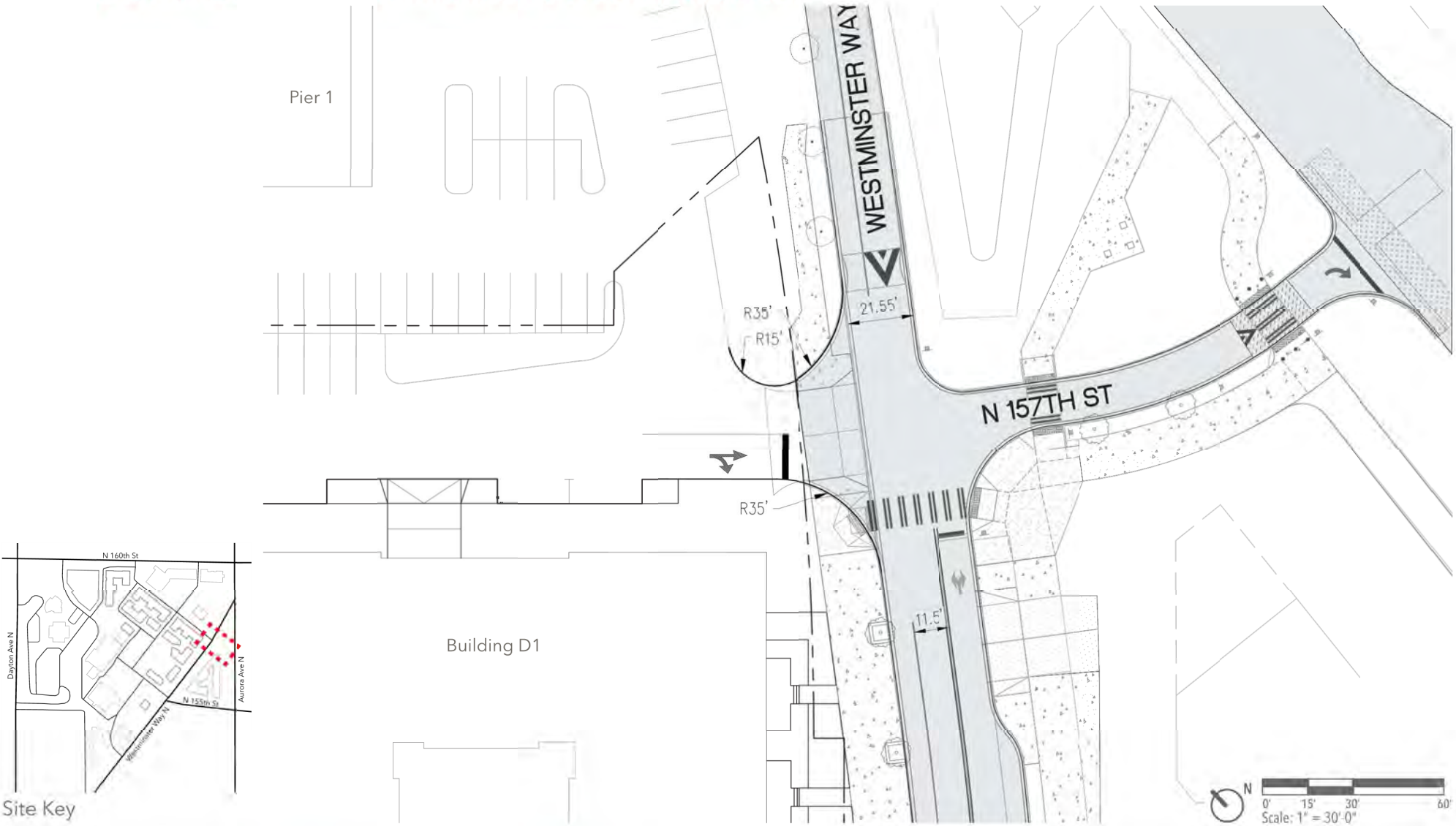


Existing N 160th Street @ Building A1



Proposed N 160th Street @ Building A1

EXISTING ENTRY DRIVE AT N 157TH STREET & WESTMINSTER WAY



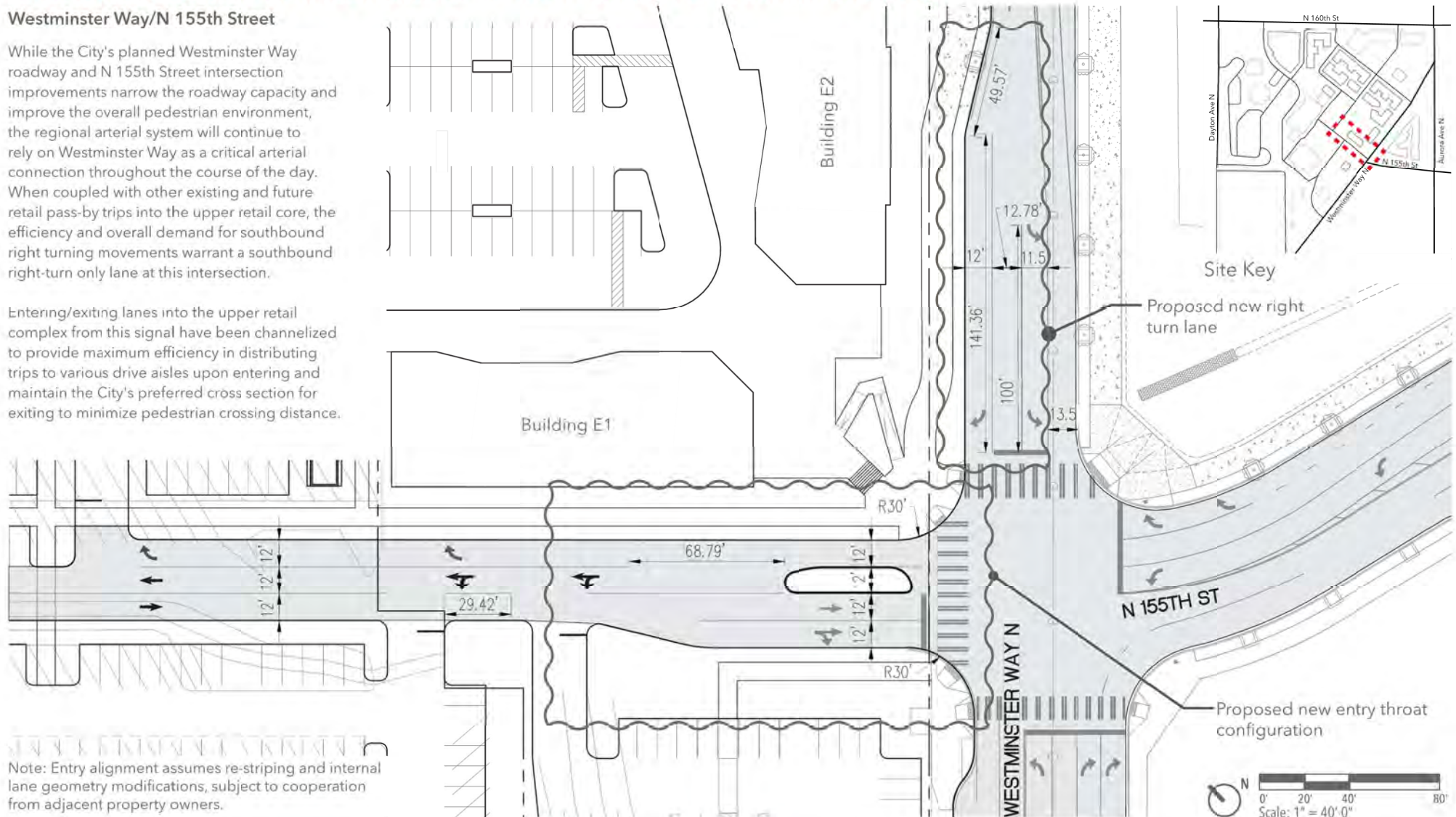


## PROPOSED ENTRY MODIFICATIONS AT N 155TH STREET & WESTMINSTER WAY

Westminster Way/N 155th Street

While the City's planned Westminster Way roadway and N 155th Street intersection improvements narrow the roadway capacity and improve the overall pedestrian environment, the regional arterial system will continue to rely on Westminster Way as a critical arterial connection throughout the course of the day. When coupled with other existing and future retail pass-by trips into the upper retail core, the efficiency and overall demand for southbound right turning movements warrant a southbound right-turn only lane at this intersection.

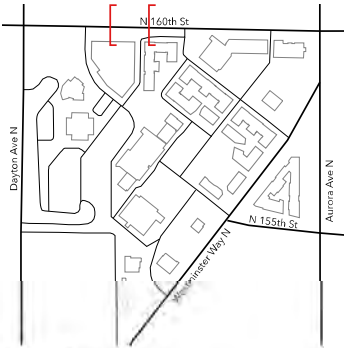
Entering/exiting lanes into the upper retail complex from this signal have been channelized to provide maximum efficiency in distributing trips to various drive aisles upon entering and maintain the City's preferred cross section for exiting to minimize pedestrian crossing distance.



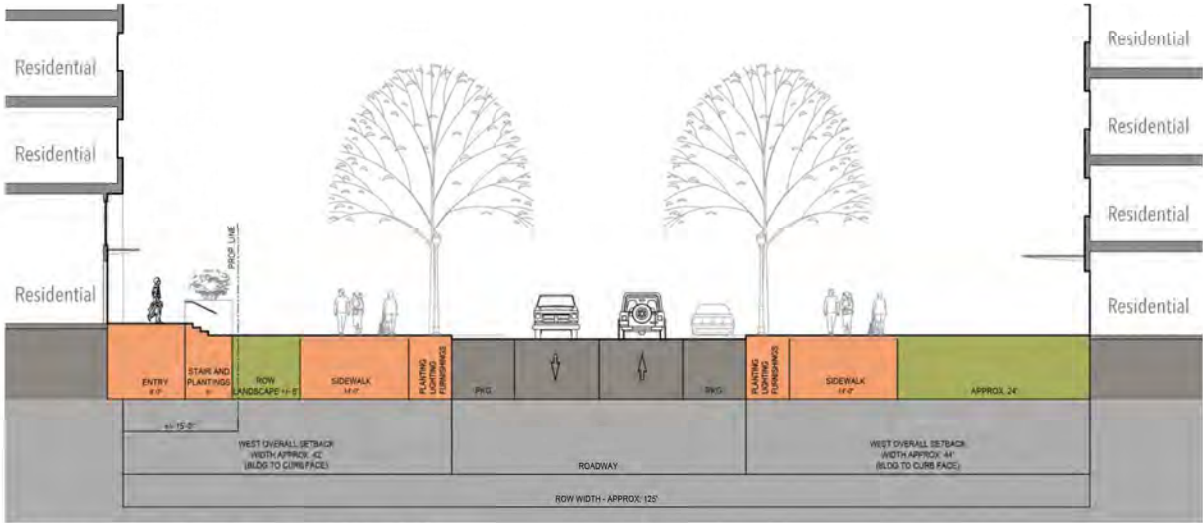
ROW FRONTAGE IMPROVEMENTS SECTIONS



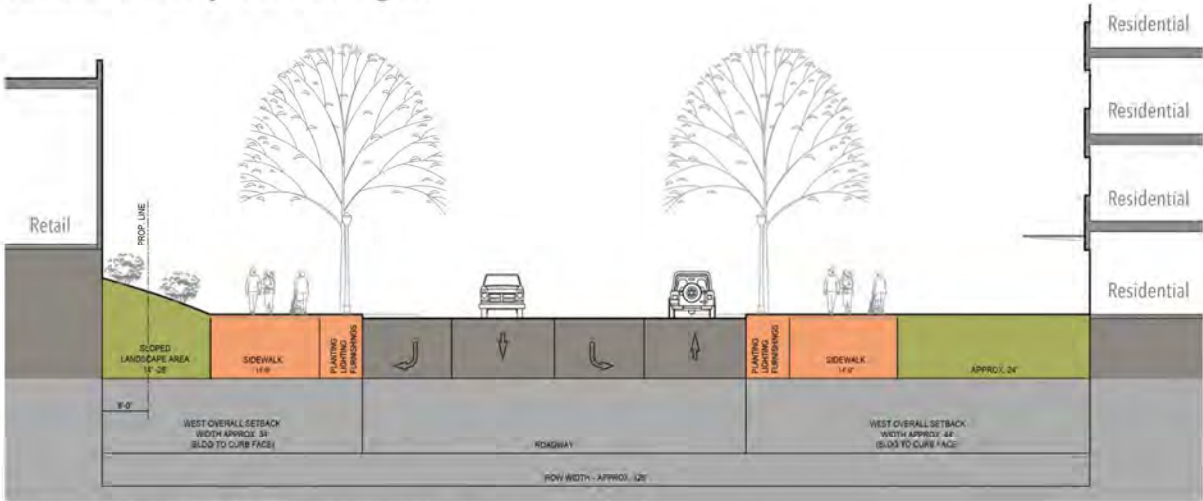
Existing Westminster Way N Looking East



Site Key

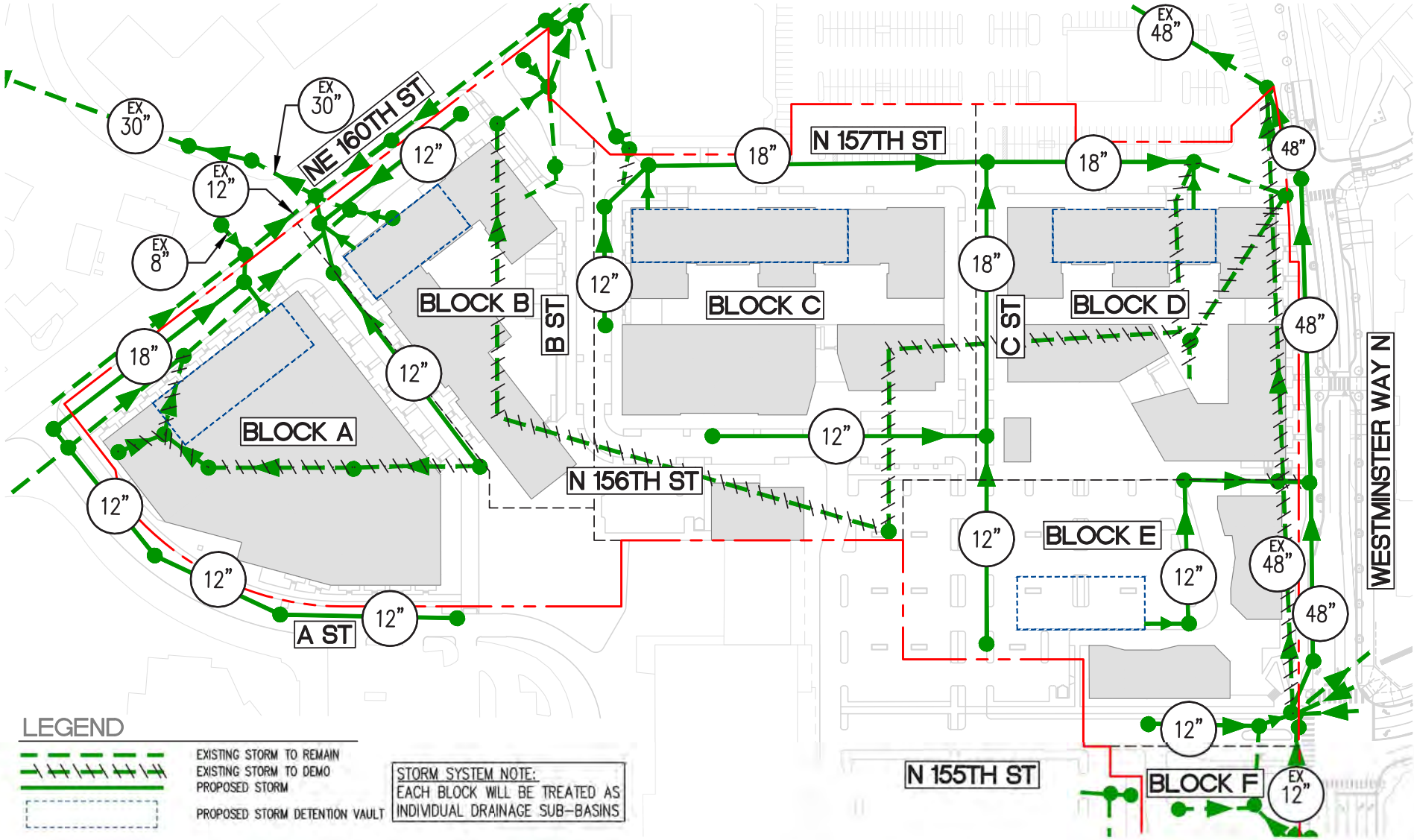


Westminster Way N @ Building D1



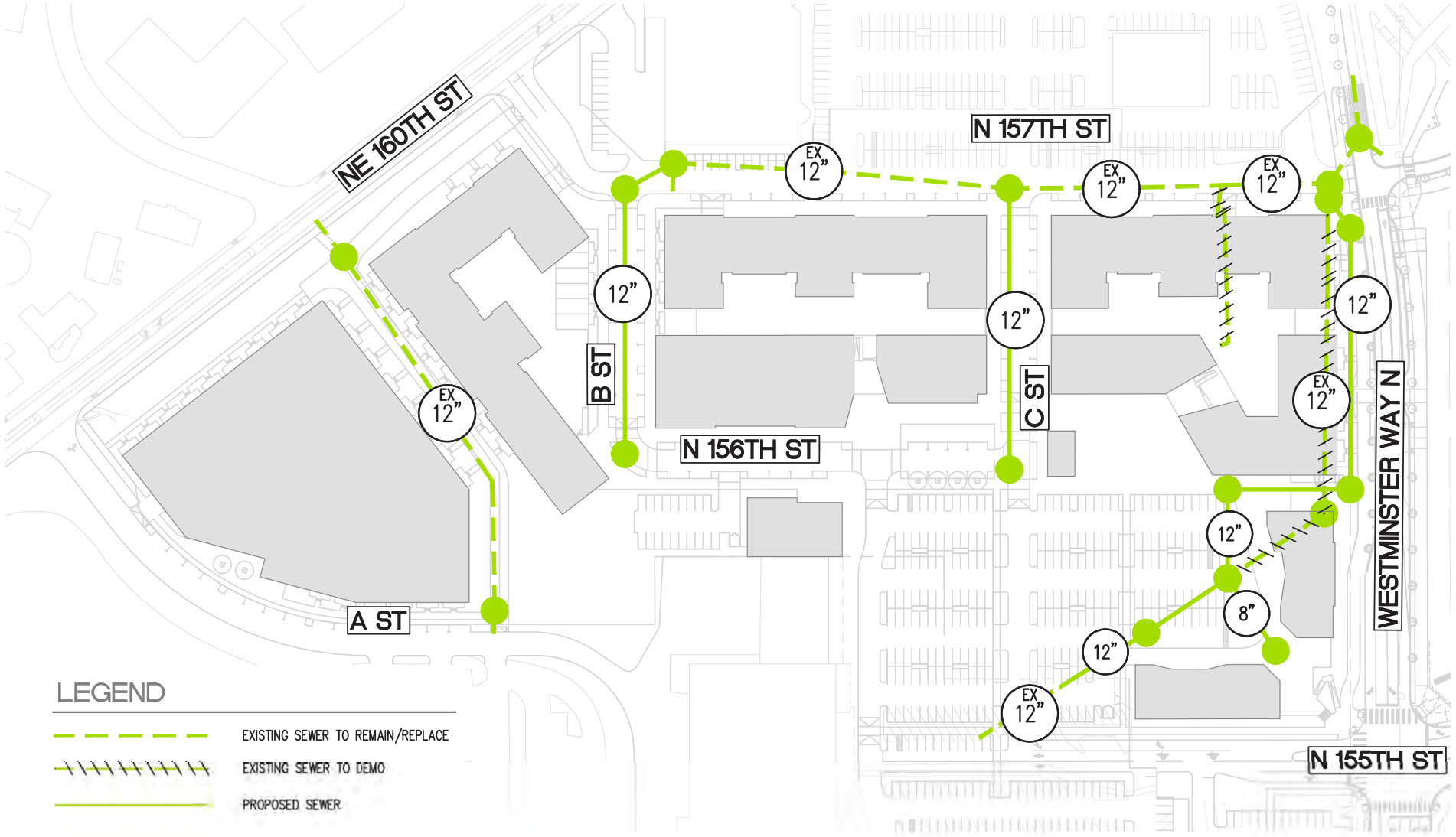
Westminster Way N @ Building E2

CONCEPTUAL STORMWATER UTILITY PLAN

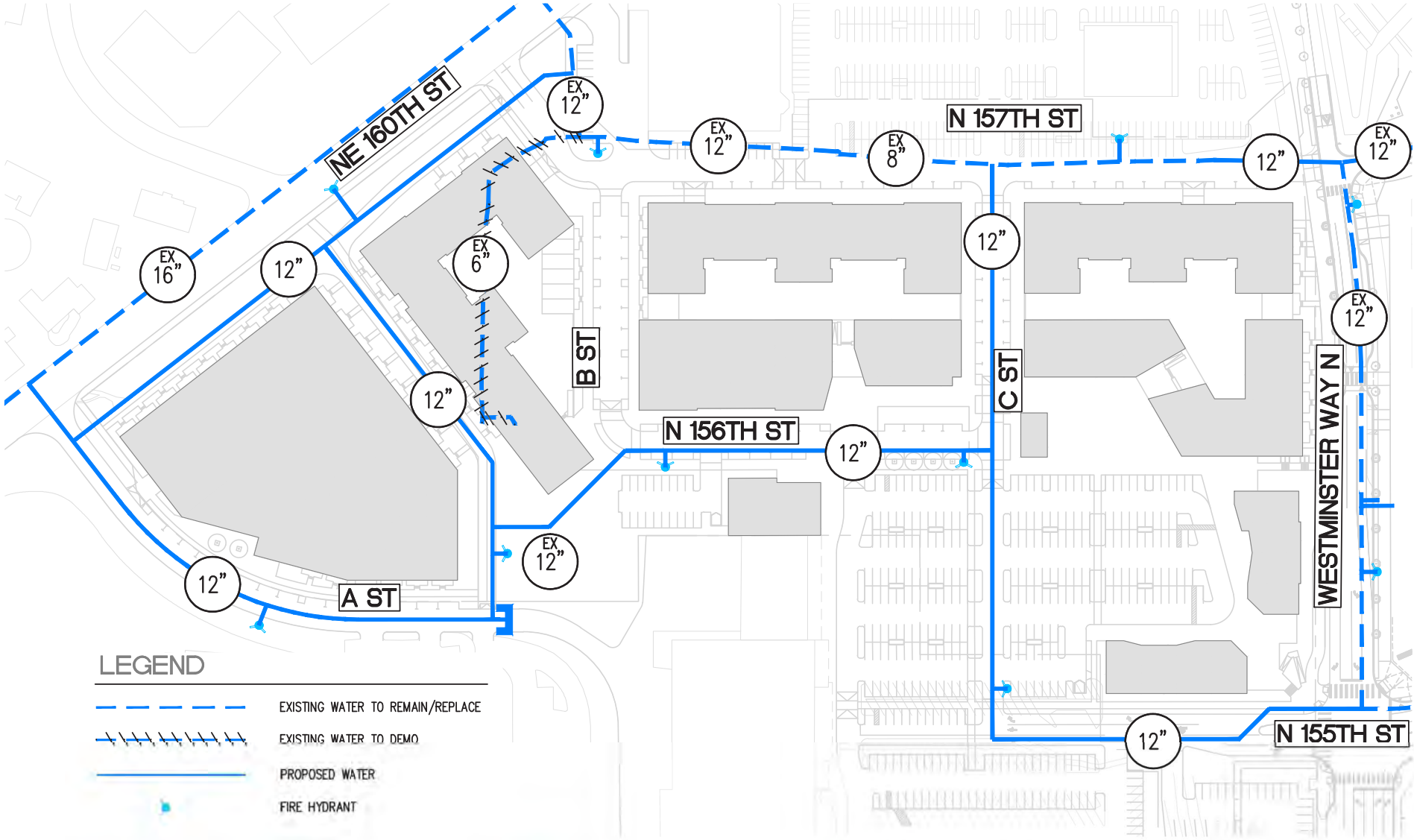




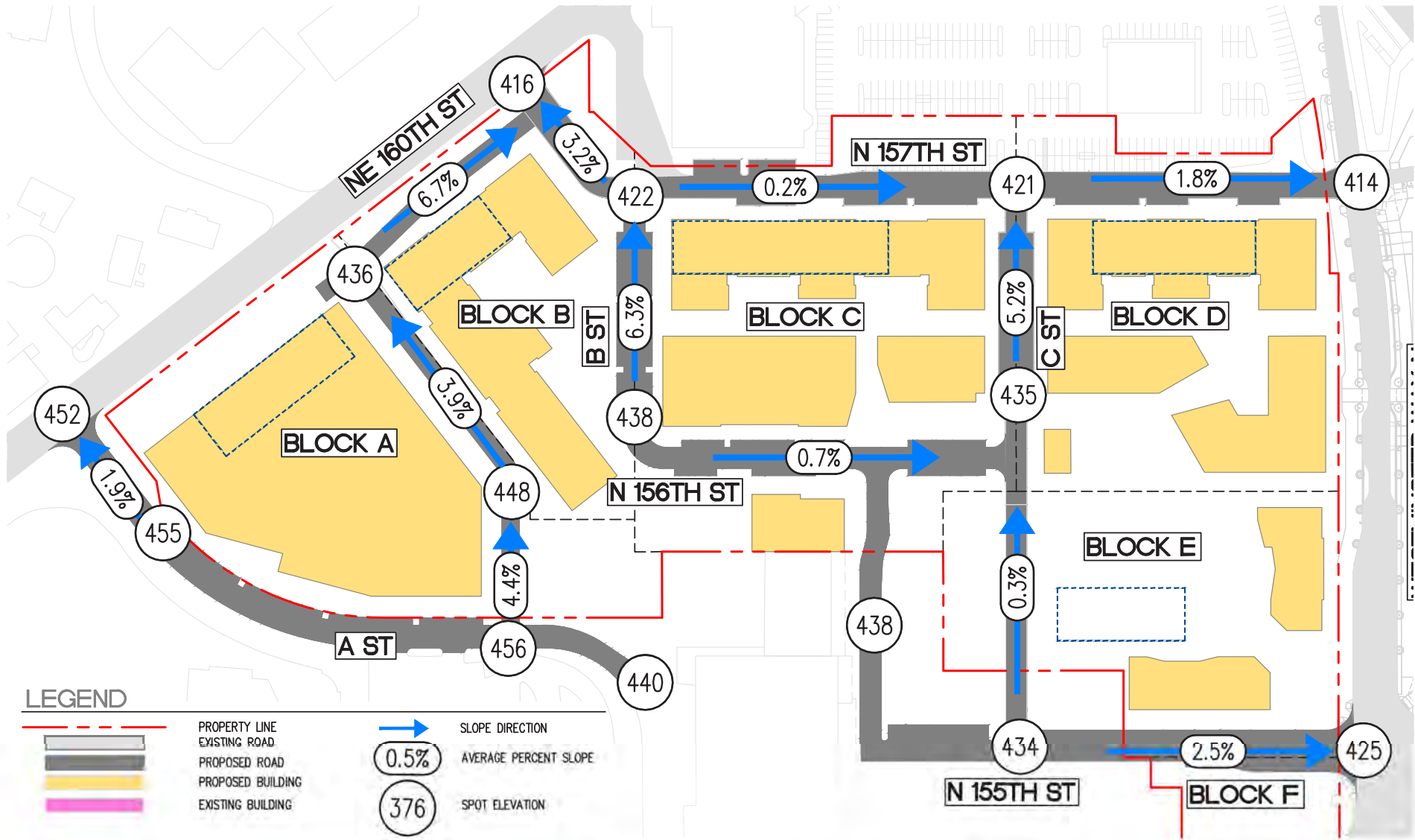
CONCEPTUAL SEWER UTILITY PLAN



CONCEPTUAL WATER UTILITY PLAN

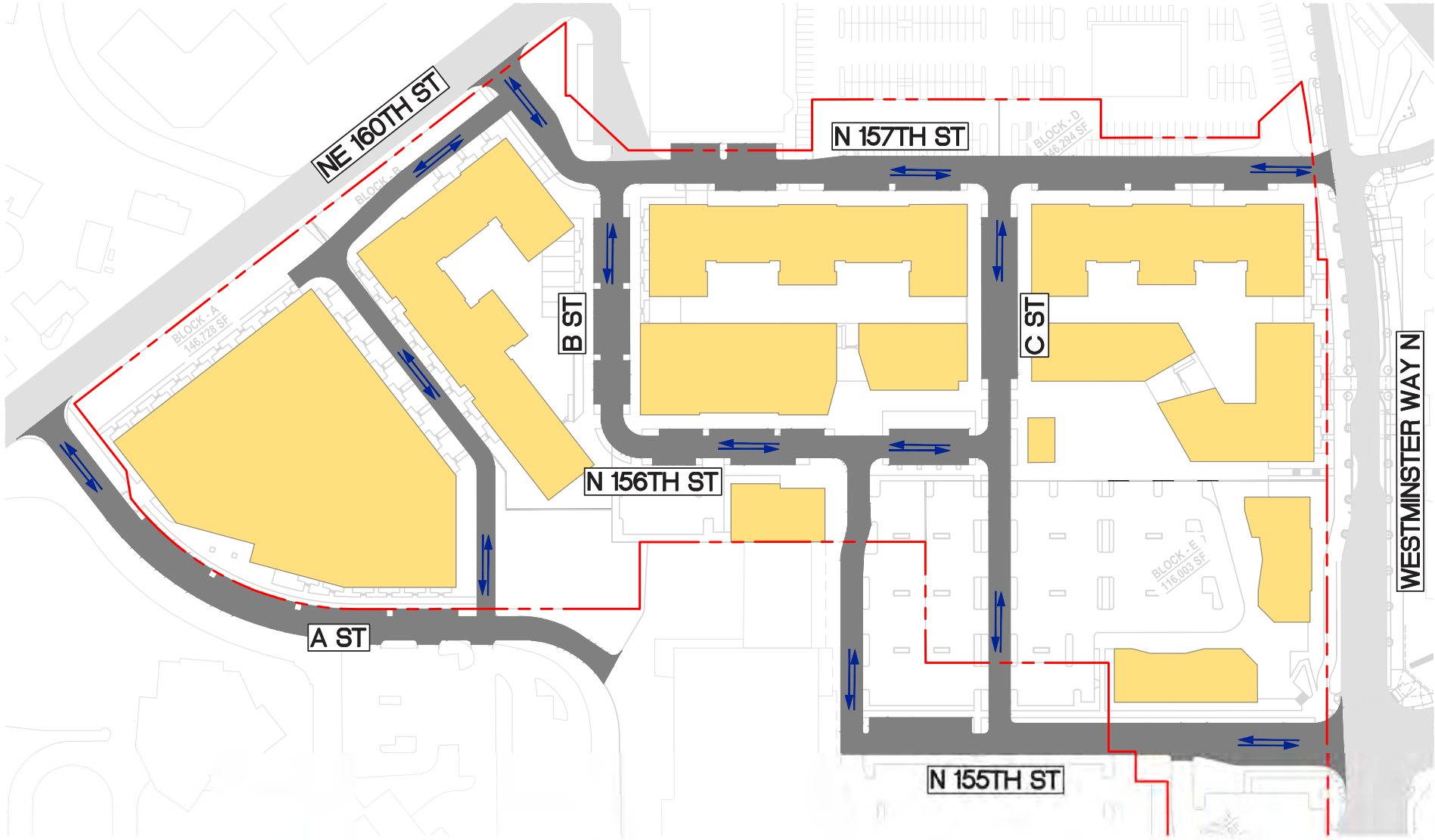


CONCEPTUAL GRADING PLAN





CONCEPTUAL FIRE ACCESS PLAN



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# DEPARTURES

## DEPARTURE REQUESTS

#	Land Use Code	Code Item	Code Requirement	Departure Request	Design Rationale
<b>Site Development Standards</b>					
Departures related to site design dimensional requirements					
D1	20.50.240.C.1.e	Site Design - Site Frontage	A building's primary entry shall be located on a street frontage and recessed to prevent door swings over sidewalks, or an entry to an interior plaza or courtyard from which building entries are accessible;	Allow for building entries along Westminster Way and N 160th Street to be accessed from an internal public open space with a pedestrian connection to the public right of way.	Significant grade changes along both Westminster Way and N160th do not allow for all primary building entries to be located on the street frontage. Where physically feasible, building entries are located near site entry drives and connected to the public right-of-way by an accessible pathway through a public open space.  <a href="#">Primary entries indicated in red and clouded on Departure Exhibit D1</a>
D2	20.50.240.E.1.a	Site Design - Internal Site Walkways	All development shall provide clear and illuminated pathways between the main building entrance and a public sidewalk. Pathways shall be separated from motor vehicles or raised six inches and be at least 8 feet wide	Allow for sidewalks along private residential streets and pathways not serving commercial uses to be reduced to 6 feet wide.	A 6' wide sidewalk along private residential streets with no commercial frontage would exceed the minimum 5feet wide sidewalk as required per. section 12.8 (Private Streets) of the Shoreline Engineering Manual.
D3	20.50.240.E.1.c	Site Design - Internal Site Walkways	Raised walkways at least eight feet wide shall be provided for every three, double-loaded aisles or every 200 feet of parking area width. Walkway crossings shall be raised a minimum three inches above drive surfaces	Allow for walkways to be provided for every 265 feet of parking lot width provided that no parking stalls is more than 100 feet from a walkway,	A parking lot with three code compliant double-loaded aisles exceed the minimum 200 feet aisle separation. The proposed site design creates a framework of well connected pedestrian scaled blocks that serves uses on multiple sides. The largest proposed distance between walkways is greater than 200 feet, however no stall is more than 100 feet from a walkway which is consistent with the intent of the code requirements.  <a href="#">Proposed Departure supported by Departure Exhibit D3</a>
D4	20.50.410.H	Parking design standards	Parking spaces abutting a landscaped area on the shall provide an additional 18 inches to provide a place to step other than in the landscaped area. In a parking garage, any space abutting a wall shall provide an additional 18 inches.	Allow for the required 18" step-off to be provided with a 12" paving strip inside the 6" curb.	This departure would still achieve the goal of not requiring a driver or passenger to step into a landscape area, but onto a durable surface. This is the same condition that occurs at parallel street parking.  <a href="#">Proposed Departure supported by Departure Exhibit D4</a>
D5	20.50.410.F	Parking design standards	Stall size (width x length) to be: <ul style="list-style-type: none"> <li>Desired: 9' x 20'</li> <li>Minimum: 8.5' x 20'</li> <li>Compact: 8' x 16'</li> </ul> Note: up to 50% of stalls allowed to be compact stalls	Allow for the following stall sizes (width x length): <ul style="list-style-type: none"> <li>Desired: 9' x 18'</li> <li>Minimum: 8' x 16'</li> <li>Compact: 7.5' x 15'</li> </ul> Note: up to 50% of stalls allowed to be compact stalls	The site design recognizes that transient users require larger parking stalls due to the higher turn-over rate. With this in mind, the site plan includes a combination of 9'x 20' and 9' x 18' commercial stalls with a less than 25% of stalls being 9' x17'. Smaller stall sizes, specifically within residential buildings are more consistent with the urban character of the development and the goal of increasing land efficiency as outlined in the CRA.
<b>Building Development Standards</b>					
Departures related to site design dimensional requirements					
D6	Table 20.50.020(3)	Dimensional Requirements	Base height dimensions for Development in Mixed Business Commercial Zones MB is 70'.	Allow for a proposed base height of 80'.	Generally, the proposed development is conceived as 5 floors wood frame construction over 2 floors of type 1 construction. The existing site grades change by nearly 20' from the northwest to the southeast corner of the site. Due to the existing grades changes and a trend of 9' ceiling heights in the luxury residential market, some of the building heights may ultimately exceed the current allowable base height. The building code would still limit the maximum occupied floor level of any building to 75' to avoid high rise construction requirements.

## DEPARTURE REQUESTS

D7	20.50.250.B.3	Building Design - Building Articulation	Provide the following articulation features at least every 35 feet of facade facing a street, park, public place, or open space. Parking structure facades fronting public streets shall apply to this subsection only as material, color, texture, or opening modulations and not as offset modulations: a. Vertical building modulation 18 inches deep and four feet wide, if combined with a change in color or building material. Otherwise, the minimum depth of modulation is 10 feet and the minimum width for each modulation is 15 feet. Balconies may be used to meet modulation; and b. Distinctive ground or first floor facade, consistent articulation of middle floors, and a distinctive roof line or articulate on 35-foot intervals.	Allow for required building articulation to occur at least every 80 feet of facade facing a street, park, public place, or open space.	Building articulation, while necessary for any successful design expression, needs to be appropriately scaled to the size of development to which it is being applied. The strict application of a 35' modulation interval on a more than 250' facade would lead to a monotonous design language. A 35 feet articulation module is more appropriately scaled to smaller multifamily residential and town home developments, rather than the vibrant center described in the Aurora Square CRA. The request for a departure to an 80 feet articulation module is consistent with the requirements for Commercial buildings set forth in 20.50.250.B.2 of the Shoreline Development standards.  <a href="#">Proposed Departure supported by Departure Exhibit D7</a>
D8	20.50.250.B.5	Building Design - Building Articulation	Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 20 feet through all floors.	Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 10 feet through all floors above the ground level floor.	Extending the required building articulation down to the ground level interrupts the consistency of the urban street frontage. A departure from this requirement would enhance the ground level experience as envisioned in the Aurora Square CRA.  <a href="#">Proposed Departure supported by Departure Exhibit D8</a>

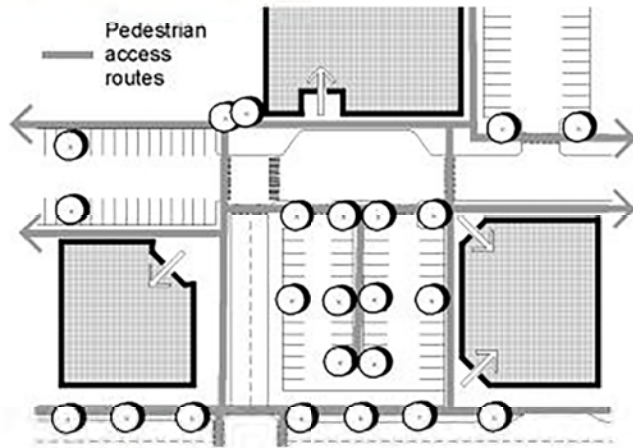


DEPARTURE EXHIBITS

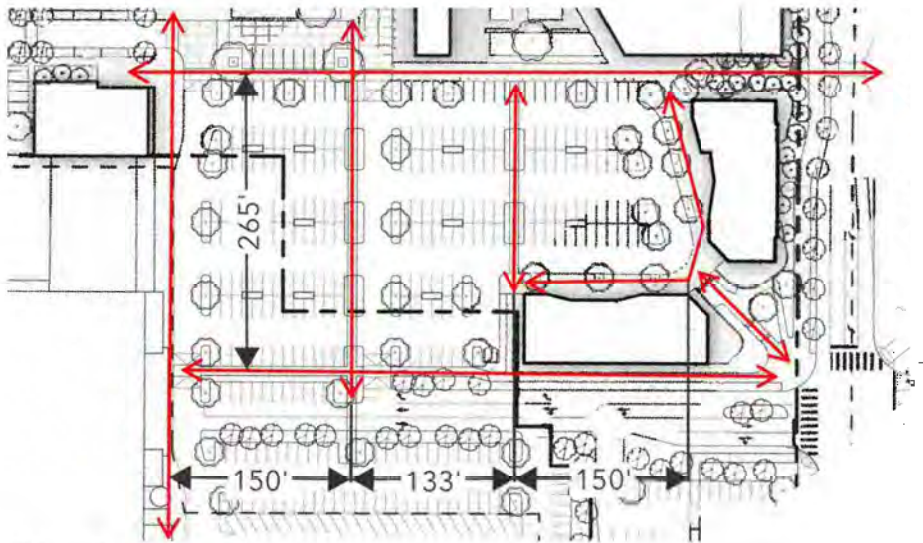


D1 --Departure Request

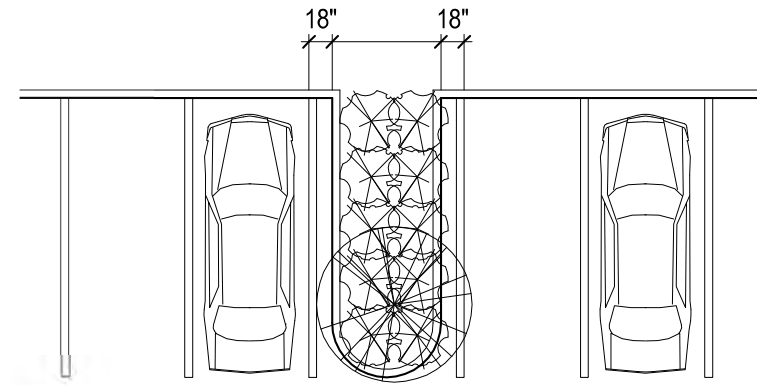
## DEPARTURE EXHIBITS



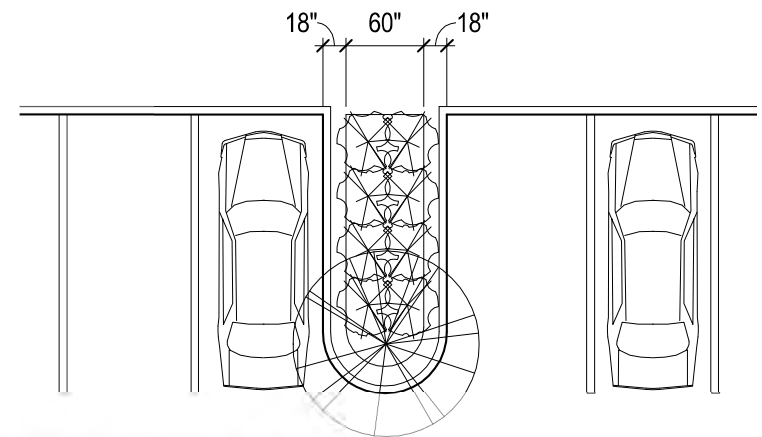
D3 - Code Compliant Example



D3 - Departure Request



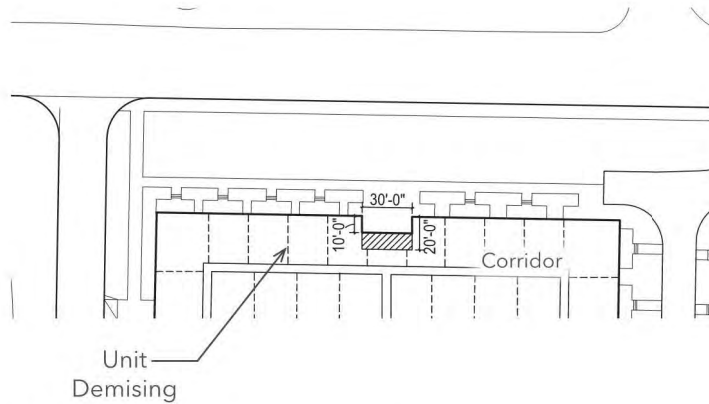
D4 - Code Compliant Example



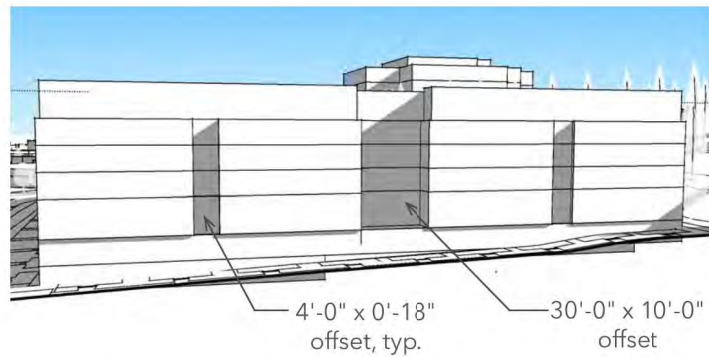
D4 - Departure Request



## DEPARTURE EXHIBITS



D8 --- Departure Request --- Plan



D8 --- Departure Request --- 3D View



D7 --- Code Compliant Example



D7 --- Departure Request Example



EXHIBIT E  
OPEN SPACE CALCULATIONS - SITE

REQUIRED OPEN SPACE SUMMARY	
PROMENADE NORTH	0.39 AC
COMMUNITY OPEN SPACE	0.90 AC
WEST PEDESTRIAN SHARED STREET	0.39 AC
EAST PEDESTRIAN SHARED STREET	0.31 AC
WEST PLAZA	0.23 AC
EAST PLAZA	0.43 AC
WESTMINSTER WAY PLAZA	0.49 AC
TOTAL	3.14 AC
ADDITIONAL OPEN SPACE	
BLOCK A PROMENADE	.33 AC
TOTAL	3.47 AC





EXHIBIT E  
ENLARGED SITE





EXHIBIT E  
PROMENADE DESIGN



STORMWATER STORY



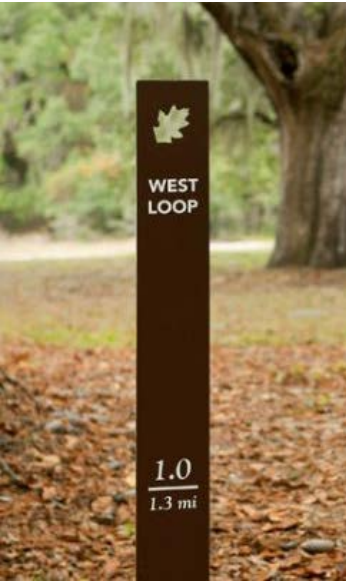
ENVIRONMENTAL GRAPHICS



POLLINATOR GARDENS



EXERCISE CIRCUIT





## **Shoreline Place – Supplemental Site Design Guidelines**

On December 21, 2018, Merlone Geier Partners (“Developer”) submitted a Conceptual Guide Plan to be approved along with a Development Agreement (“DA”). The Development Agreement offers flexibility on the ultimate configuration and design of the Project as the phasing progresses. The City has expressed support for the site design and associated design elements depicted in the Conceptual Guide Plan. To provide assurances to the City relative to the quality of design that will result in the final plans, Developer has prepared the following Supplemental Site Design Guidelines (“SSDG”).

The Conceptual Guide Plan and DA include modifications to land use standards to certain listed City Development Code standards in **Attachment A, Exhibit J**. All other aspects of the Project will meet the City’s Development Code at the time of each development permit application. Each building and associated landscape/hardscape plan will be reviewed for compliance with the Shoreline Municipal Code (SMC) Title 20 Subchapter 4 - Commercial Zone Design standards as they may be modified by the DA, the Conceptual Guide Plan and the SSDG as part of permitting. The SSDG articulates for each portion of the Open Space System: 1) a list of basic design elements that will be incorporated; and 2) a menu of additional design elements from which the developer will select a defined subset to incorporate.

As provided in the DA the Parties acknowledge that certain project components, as listed below, are priorities the City has identified for the realization of the Aurora Square Community Renewal Area (“CRA”) Plan. The Parties also acknowledge that Developer requires the ability to make decisions related to timing and final configuration of the Project Components to ensure their development goals are also achieved.

The following is intended to provide a high-level overview of the Project Components, all of which have been further identified and depicted in the Conceptual Guide Plan included as an exhibit to the Development Agreement that has incorporated these priorities.

### **Conceptual Guide Plan - Site Design and Open Space Overview**

The Shoreline Place Open Space System is depicted in the Conceptual Guide Plan (pages 36 and 94) and refined in **Exhibit E** to the DA and is intended to support the goals described in the City of Shoreline’s Parks, Recreation and Open Space Plan (“PROS Plan”) as well as the CRA and comply with the City’s Development Code. The site’s series of publicly-accessible spaces include multiple neighborhood-scale open spaces and connections to adjacent developments and the nearby Interurban Trail. Incorporated into this system are lawn areas for summer picnics and movies, plazas and promenades skirting restaurants and retail shops, comfortable pedestrian amenities and creative landscape and hardscape elements - all in the support of Shoreline’s PROS Plan, the CRA and in compliance with the Development Code standards to provide quality open space in the community.

While the final site and open space design will evolve during the Project's vesting period based on market preferences and tenant mix, the design at Shoreline Place will include various publicly-accessible open spaces (the "Open Space System") generally as depicted on **Exhibit E**. The Open Space System and associated minimum required and optional design elements are provided below. While only a minimum number of design elements listed in each section will be required, the Project may propose as many of the design elements as may be feasible to create a unique sense of place that will enhance the probability of success for the Project.

### **Open Space**

As a condition of the Development Agreement, Developer or its assignee agrees to construct the Open Space System. Developer or its assignee agrees to record a covenant or other legally binding provisions mutually agreed upon by the Developer and the City to assure that the following components of the Open Space System are open and accessible to the public subject to a reasonable set of rules and regulations which shall be determined through the related Site Development Permit: the Community Open Space, Central Plaza, the Westminster Way Plaza, and Westminster Way N. Enhanced Connection. The exact location of these open space components will be mutually defined on a phase-by-phase basis over the term of the Project. The Open Space System will provide pedestrian access to Westminster Way N., N. 160<sup>th</sup> Street, Central Market and other adjacent properties.

Developer shall be responsible for the maintenance and operation of the Open Space System.

The Open Space System will include a central plaza, a plaza adjacent to Westminster Way N., public gathering spaces, natural playscapes, a community open space, residential amenity spaces, and interior pedestrian connections/walking/biking paths.

#### **Open Spaces Overview**

- The total area of open space shall substantially match the total area for the Open Space System depicted in **Exhibit E** and the minimum square feet of multifamily open space and public places for the Project as defined in the City of Shoreline Development Code.
- Open spaces shall include the following four (4) areas with distinct characteristics related to their intended uses and the Westminster Way N. Enhanced Connection.

(1) **Central Plaza** (West and East Plazas combined): The Central Plaza space will provide for informal active and passive recreation as well as more prescribed uses (i.e. festivals, community gathering, concerts and other event staging). The Central Plaza will contain a minimum of 10,000 SF. The following design elements **must be** provided to implement the Conceptual Guide Plan:

- a) Programmable open space - minimum 2,500 SF.
- b) Benches/integral seating.
- c) Integrated lighting.
- d) Pedestrian-scale light poles.
- e) Varied paving patterns in pedestrian pathways and plaza.

- f) Required street trees.
- g) Lawn area - minimum 1,800 SF.
- h) Widened sidewalks and pathways (minimum 8'-0" width) that accommodate movement in both directions.
- i) Public art as a stand-alone feature or incorporated throughout the plaza.

Select **at least one** of the following design elements for inclusion in the Central Plaza:

- a) Water feature.
- b) Retail kiosk 25 FT max height with four-sided architecture.
- c) Outdoor dining area.
- d) Movable furniture.
- e) A deciduous tree canopy that provides solar access in winter and shade in summer.

(2) **Community Open Space:** The Community Open Space will have a park-like character and allow for active play and lounging and act as a pedestrian gateway from the more residential upper areas of the site to the retail core. The Community Open Space will contain a minimum of 10,000 SF of open space. A **minimum of five** of the following must be provided to implement the Conceptual Guide Plan:

- a) Pedestrian path/ramping walkway.
- b) Benches/integral seating.
- c) A varied canopy of trees in addition to trees required for screening.
- d) Enhanced landscape areas in addition to required landscape buffer.
- e) Educational signage.
- f) Enhanced trash receptacles.
- g) Enhanced lighting.
- h) Integral color concrete paving.
- i) Wayfinding signage.

A **minimum of one** of the following must be provided to implement the Conceptual Guide Plan:

- a) Children's active play area- minimum 1,000 SF.
- b) Fenced dog run/off-leash area - minimum 2,500 SF.
- c) Lawn area - minimum 5,000 SF.
- d) Amphitheater/outdoor stage.
- e) Water feature.

(3) **Pedestrian Shared Street (N. 156<sup>th</sup> Street between Blocks B and D):** This path will serve residents, visitors, pedestrians and cyclists as a web knitting the site together through a series of spaces allowing for moments of active and passive recreation. The following design elements **must be** provided to implement the Conceptual Guide Plan:

- a) Roadway space that can be closed off for events such as a farmer's market/festival use – minimum 6,000 SF with:
  - i. Flush curb condition.



- ii. Tactile paving strip at roadway edges at non-crossing locations.
- iii. Bollards at roadway edges.
- b) Paved pedestrian walkways at a minimum of 8'-0" wide that comply with applicable accessibility requirements.
- c) Connections to adjacent buildings.
- d) Enhanced wayfinding signage.

**A minimum of two** of the following must be provided to implement the Conceptual Guide Plan:

- a) Stoops/patios at adjacent residential facades.
- b) Specialty paving.
- c) Paving pattern that carries into the roadway.
- d) Integral color concrete paving.
- e) Enhanced trash receptacles.
- f) Enhanced Lighting.
- g) Benches/integral seating.
- h) A deciduous tree canopy that provides solar access in winter and shade in summer.

#### **(4) Westminster Way N. Enhanced Connection**

The City has identified Westminster Way N. as a key component of the CRA and, in connection with the Alexan project, is investing City resources towards the creation of a more pedestrian friendly environment. The City would like to see the Project leverage the investments on Westminster Way N. by: enhancing landscaping within the Westminster Way N. right-of-way; providing for enhanced pedestrian connections; and introducing gathering areas and retail spaces within the buildings along Westminster Way N.

(1) Westminster Way N. Enhanced Connection: The Site design will contribute to a system of connected open spaces to and from Westminster Way with pedestrian gateways at Westminster Way N and N. 157<sup>th</sup> Street, Westminster Way N. and N. 155<sup>th</sup> Street, and midblock at Westminster Way N. & N. 156<sup>th</sup> Street (as found in Conceptual Guide Plan p. 32). Design assurances will be satisfied through the implementation of **all** the following design elements:

- a) Enhanced wayfinding signage.
- b) Pedestrian paths at a minimum width of 8'-0" connecting to the Project's Open Spaces.
- c) Tie into the mid-block pedestrian crossing (Conceptual Guide Plan p. 34-35).
- d) Pedestrian building or site entries adjacent to N. 155<sup>th</sup>, N. 157<sup>th</sup>, Street A and Street B.
- e) Retail terraces with visual connections to Westminster Way N.
- f) Bicycle racks.

**One** of the following must be provided to implement the Conceptual Guide Plan:

- a) Benches/integral seating on Property.
- b) Stoops /patios at adjacent residential facades.

- c) Accent trees in addition to Westminster Street Tree plan.
- d) Additional planting strip width (greater than 5'-0") in right-of-way.
- e) Planting buffer (4'-0" minimum width) on Property.
- f) One or more stairway connections to and from Westminster Way N.

**Pedestrian Oriented Design:** The Conceptual Guide Plan includes motorized and non-motorized access and connections through the Project such as pathways, promenades and park-like streets and associated connections to adjacent multi-modal roads, trails and paths. The following design elements **must be** provided to implement the Conceptual Guide Plan:

- a) Widened sidewalks and pathways (minimum 8'-0" width) that accommodate movement in both directions.
- b) Bicycle racks.
- c) Pedestrian scale light poles.
- d) Wayfinding signage.

**Three** of the following must be provided to implement the Conceptual Guide Plan:

- a) A varied canopy of trees in addition to required street trees.
- b) Varied paving patterns that highlight pedestrian and bicycle circulation.
- c) Benches/integral seating.
- d) Stoops/patios at adjacent residential facades.
- e) Flush curb conditions.
- f) Crosswalks with specialty paving.
- g) Paving patterns that carry into roadways.
- h) Paving material changes at parking areas.
- i) Bollards or planter strips at roadway edges.
- j) Tactile paving strips at roadway edges at non-crossing locations.

**Commercial Retail and Restaurants and Westminster Way Plaza:** The Conceptual Guide Plan provides for commercial, retail, and restaurant space, with the first phase including approximately 17,000 square feet of commercial space for a café, brew pub, restaurants and dessert shops subject to market demand clustered around the Open Space System and connecting to Westminster Way N.

Freestanding Commercial Retail and Restaurant Building Design (the buildings in the E Block): The design of these buildings and the associated site work shall include **all** of the following:

- a) Building edges shall respond to the pedestrian environment in an engaging way.
- b) Building entries shall be prominently located such that they are obvious, identifiable, and distinctive with clear lines of sight and lobbies visually connected to the street or internal drives. (Conceptual Guide Plan p. 33).
- c) Encourage ground level uses that engage the adjacent pedestrian activity.
- d) Provide generous sidewalk widths of 8'-16' to create spaces at street level for pedestrian activity (Conceptual Guide Plan pp. 98, 100).
- e) Lighting around building perimeters supporting engagement into the evening.

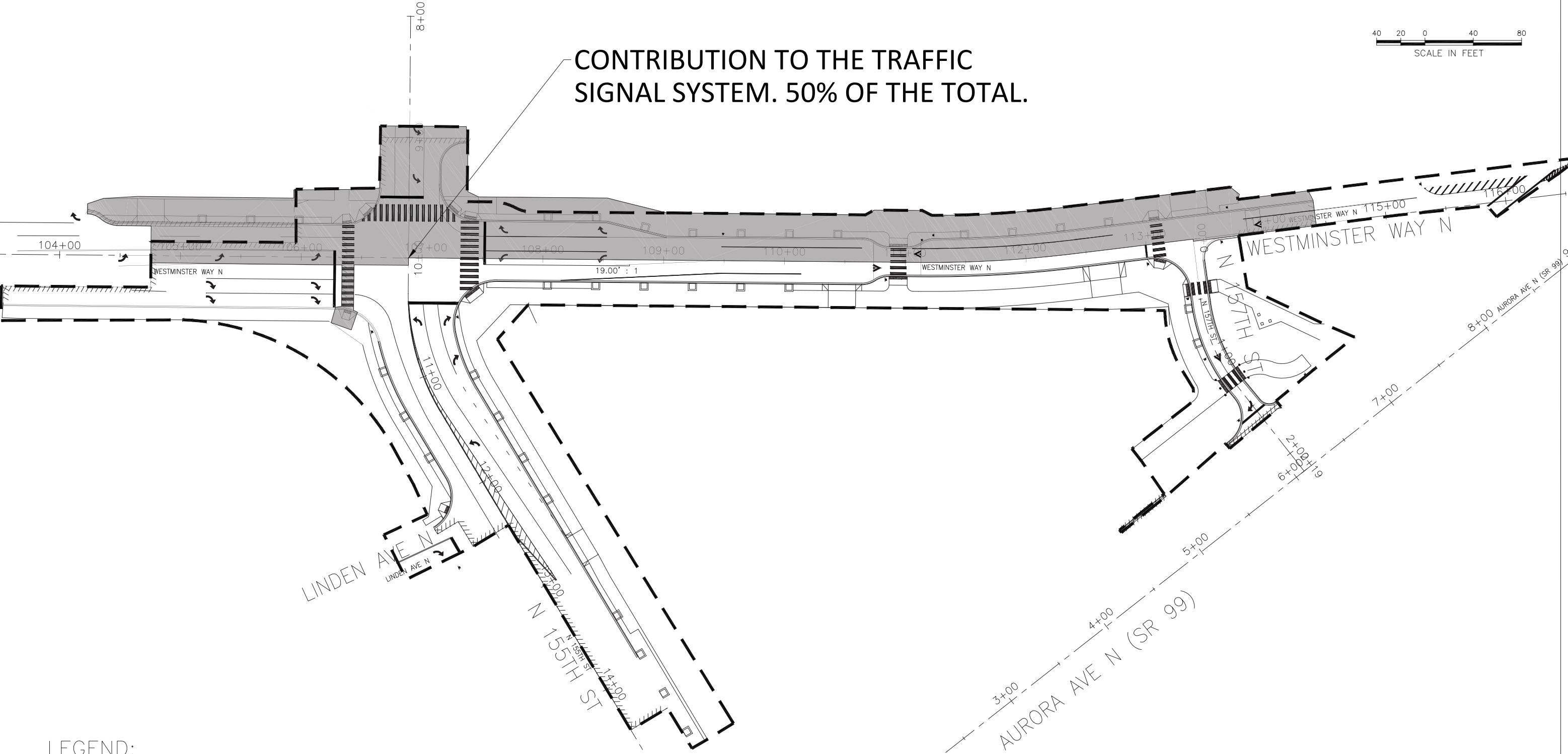
- f) Building mass reduction achieved through a combination of the following: offsets, step-backs, broken roof lines, special cornice, material change, layering, building elements (window fins, entries, awnings, balconies, etc.) and landscaping.
- g) Ground floors may incorporate durable materials with a fine grain and tactility along with human-scaled design details.
- h) A minimum of 5,000 SF of open space.



# WESTMINSTER WAY TRANSPORTATION IMPROVEMENTS



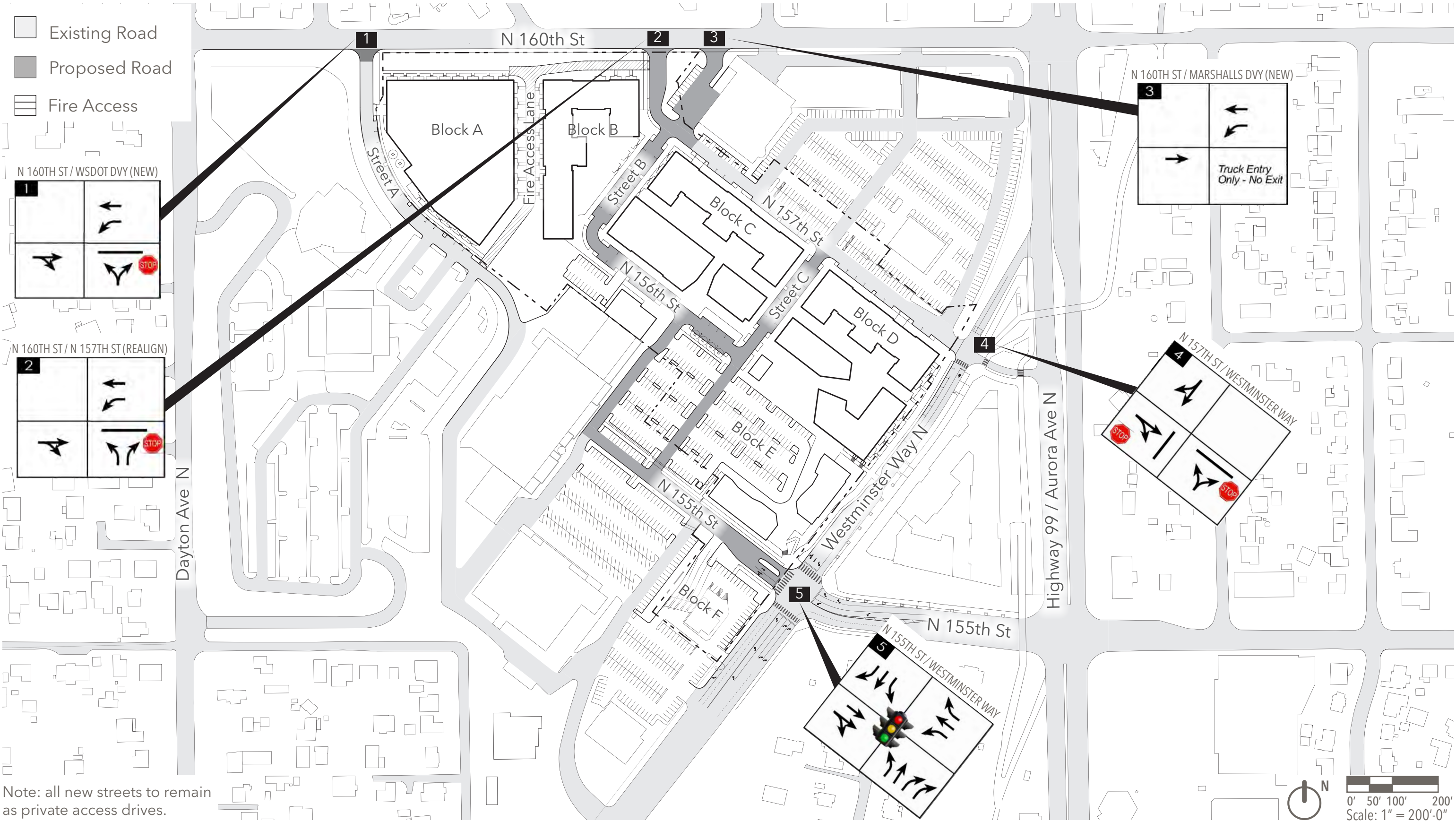
CONTRIBUTION TO THE TRAFFIC  
SIGNAL SYSTEM. 50% OF THE TOTAL.



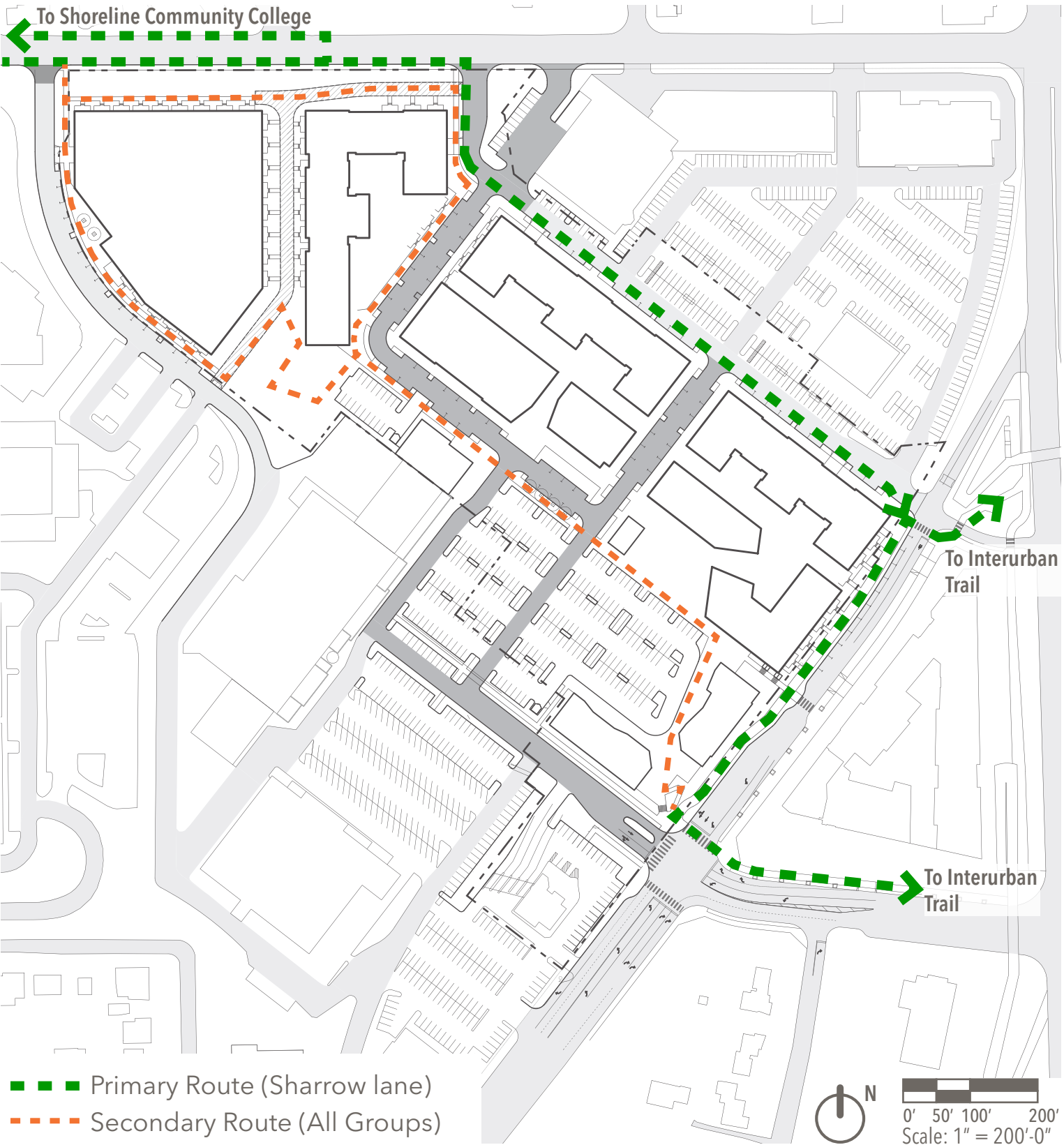
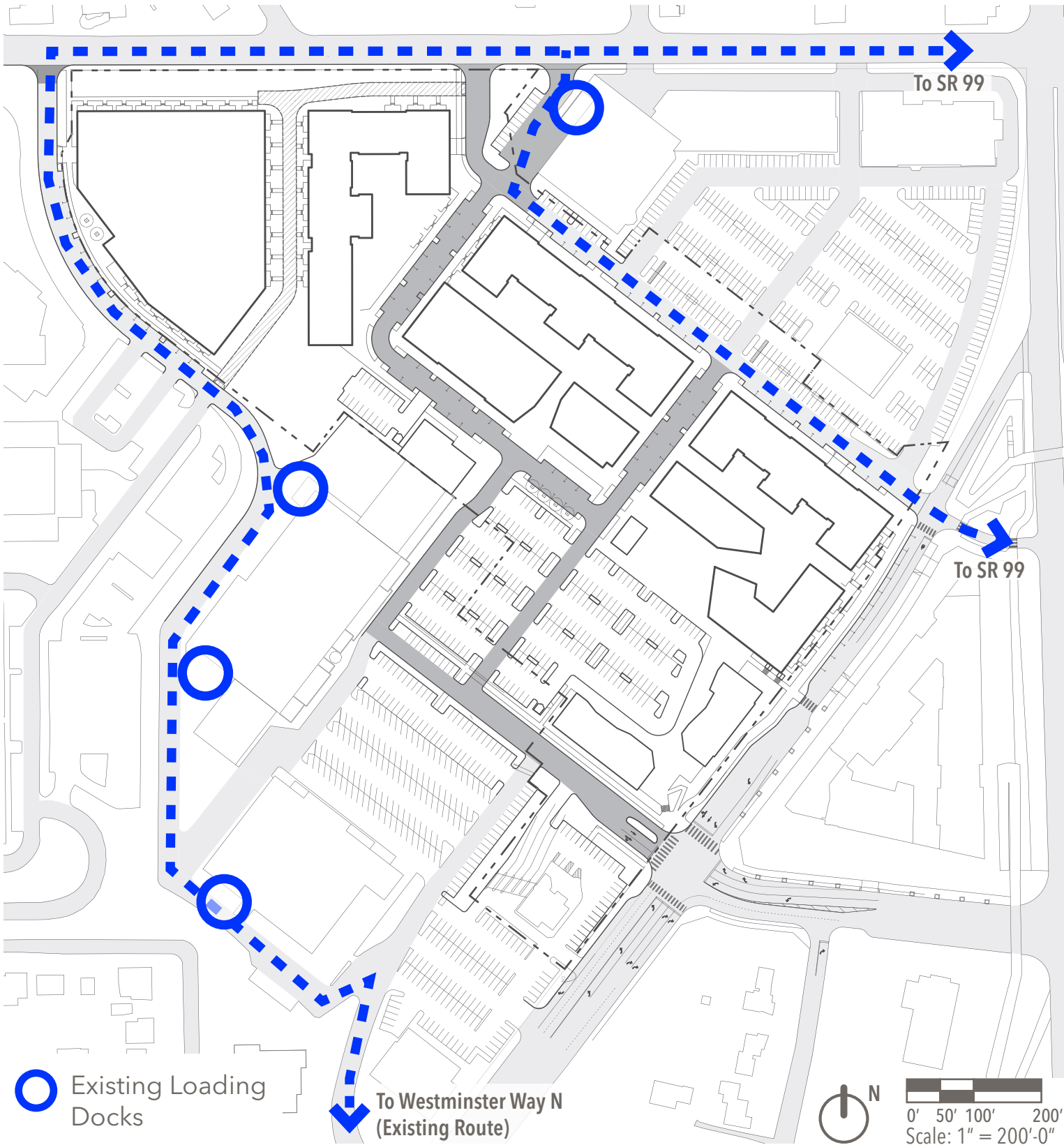
LEGEND:

- WESTMINSTER WAY N AND N 155TH ST INTERSECTION IMPROVEMENTS PROJECT LIMITS
- MERLONE GEIER PARTNERS PORTION OF IMPROVEMENTS

ROAD PLAN OVERALL



ON-SITE CIRCULATION ROUTES

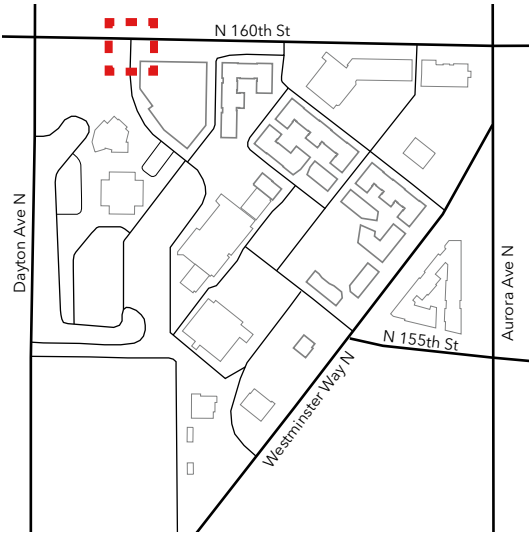




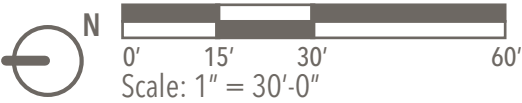
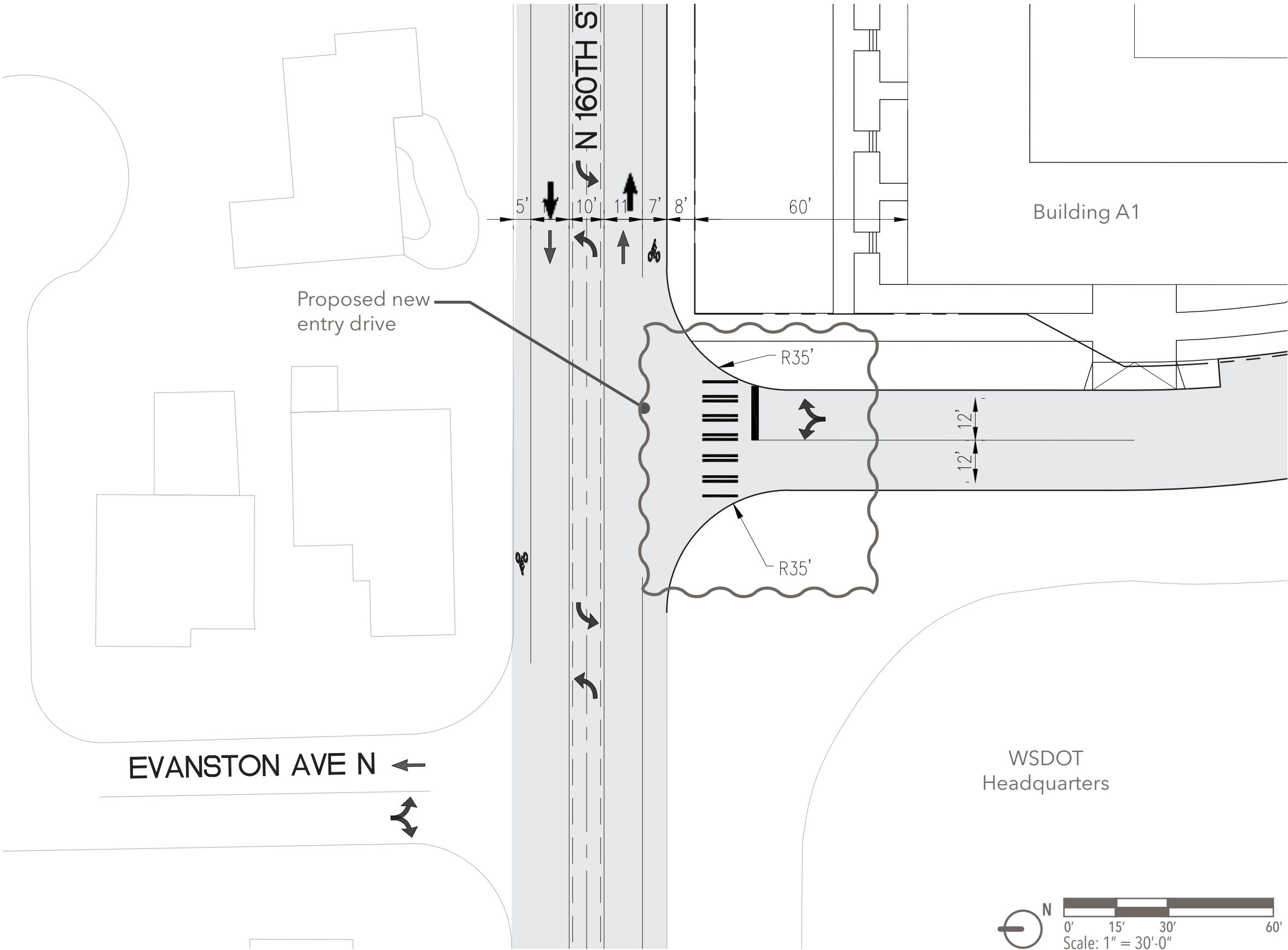
# PROPOSED NEW ENTRY DRIVE AT N 160TH & WSDOT

## New WSDOT Driveway

Multiple egress driveways from WSDOT's campus are provided directly onto Dayton. As such, a single lane egress at this relocated driveway that serves WSDOT's campus, truck circulation to existing anchor tenant retailers, and a portion of a single residential building within Shoreline Place. A wider curb radius is proposed to accommodate larger wheel based trucks. The driveway would be located offset from an opposing cul-de-sac roadway, however, it would be constructed at-grade to N 160th Street, avoid major utility conflicts, and maximize available entering sight distance.



Site Key



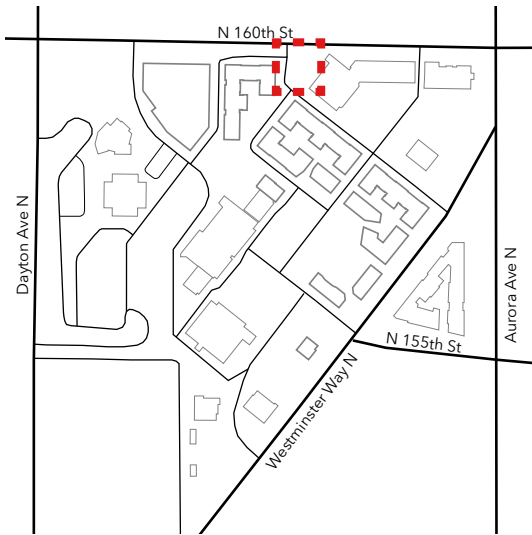
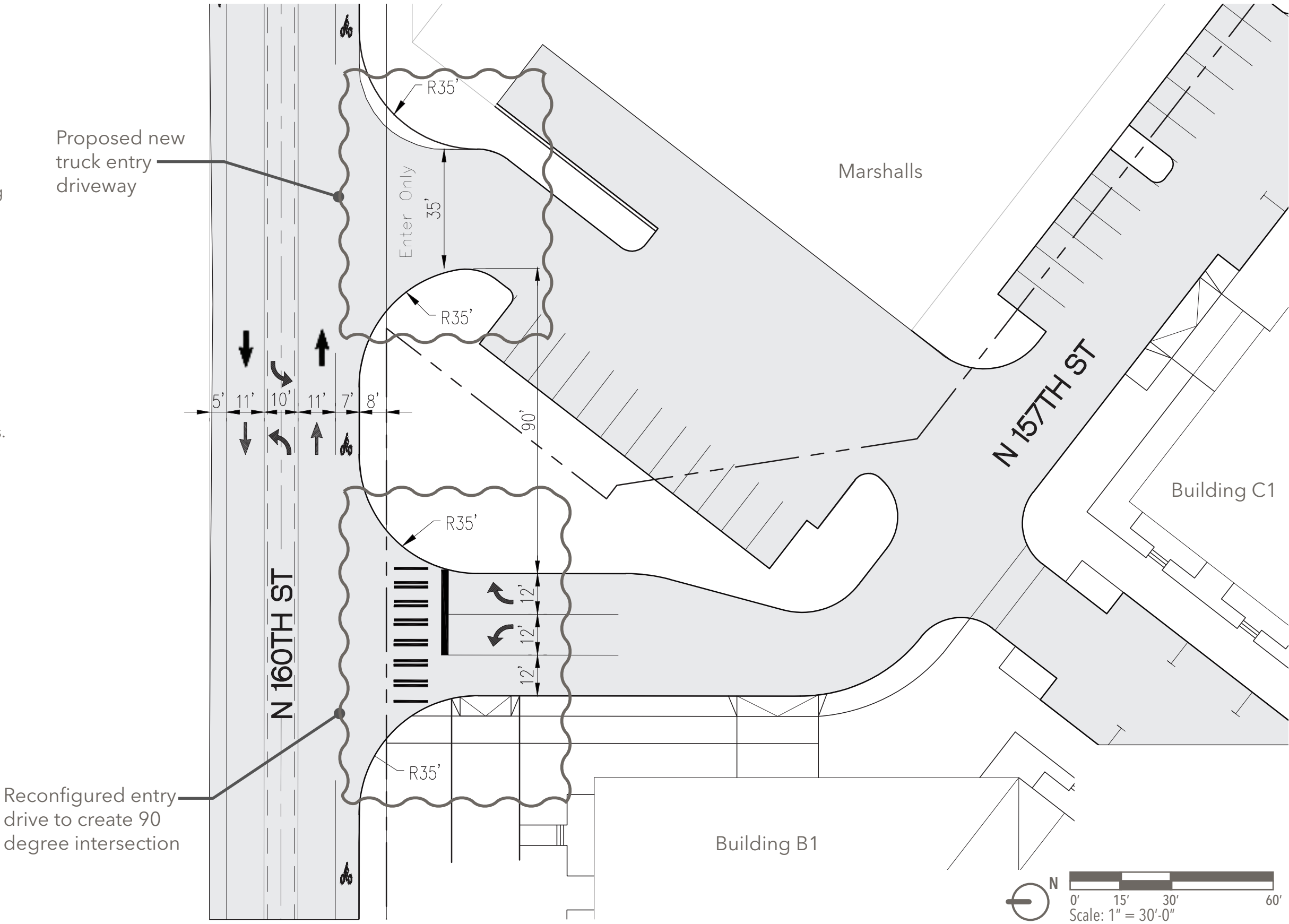
# PROPOSED ENTRY MODIFICATIONS AT N 160TH STREET & 157TH

## New Shoreline Place Driveway

This driveway would serve all residential garages as well as lower/upper retail surface parking lots. Separate egress lanes for left and right turning movements are proposed to minimize vehicle queuing exiting the site and has be realigned to provide better geometric conditions and maximize entering sight distance.

## New Marshal's Entry

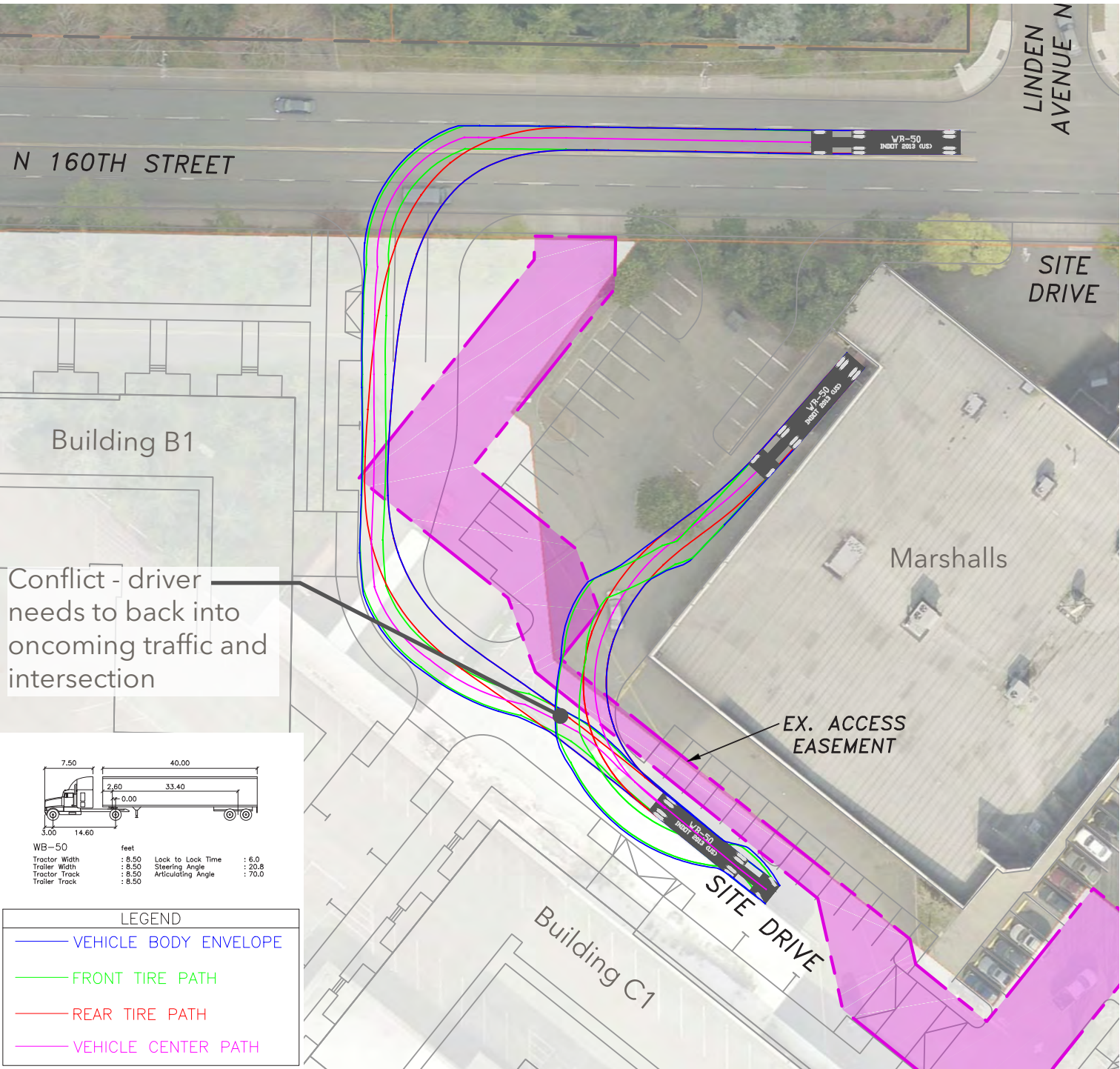
A new truck enter-only driveway is proposed to serve the existing loading dock at the adjacent Marshal's building to avoid safety conflicts with backing truck maneuvers with vehicles, pedestrians, and bicycle traffic demand at this location generated by Shoreline Place and other existing retail uses.



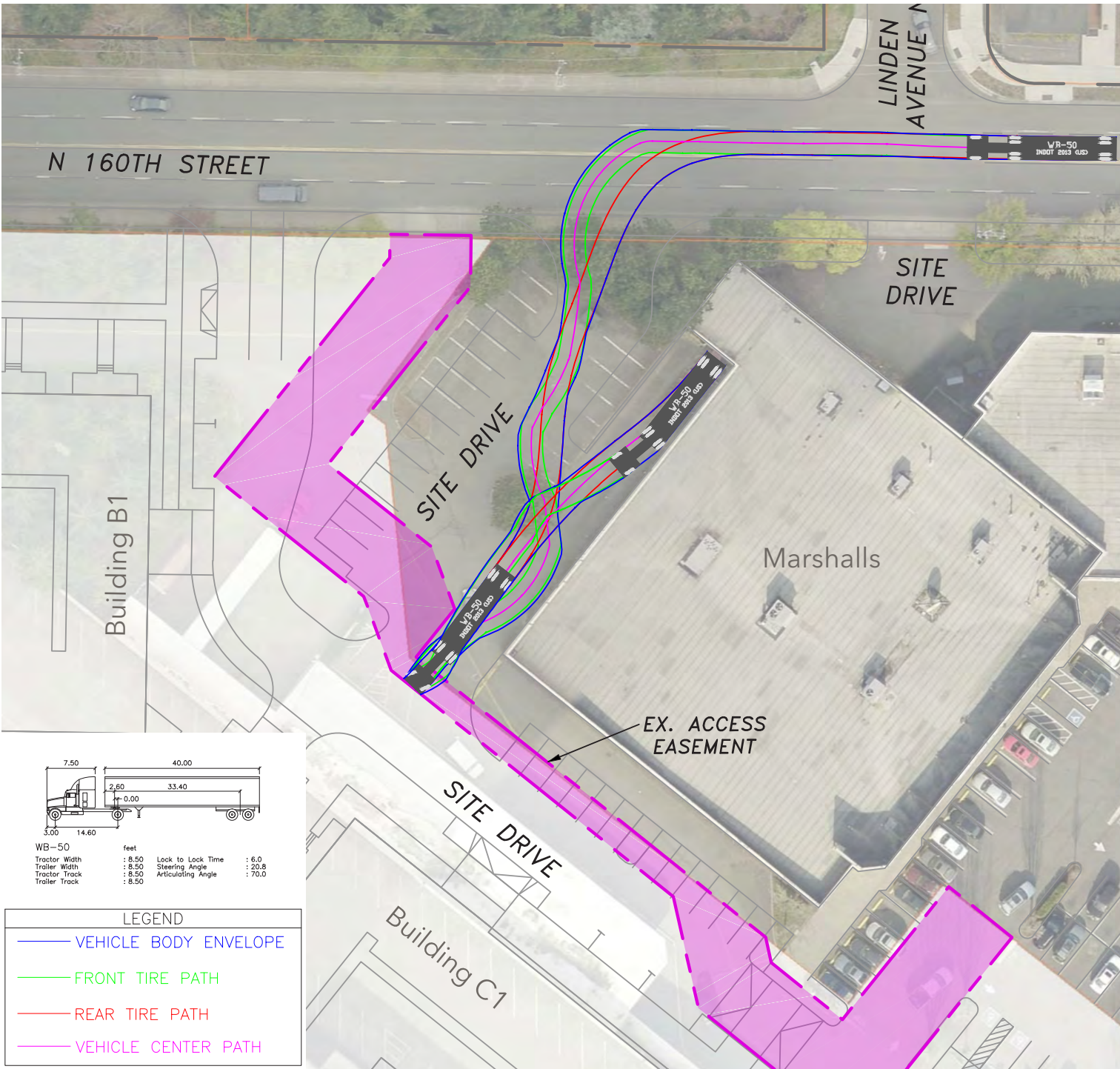
Site Key



# MARSHALLS DELIVERY TRUCK ROUTE ANALYSIS



Autoturn Truck Route without New Entry (WB-50)



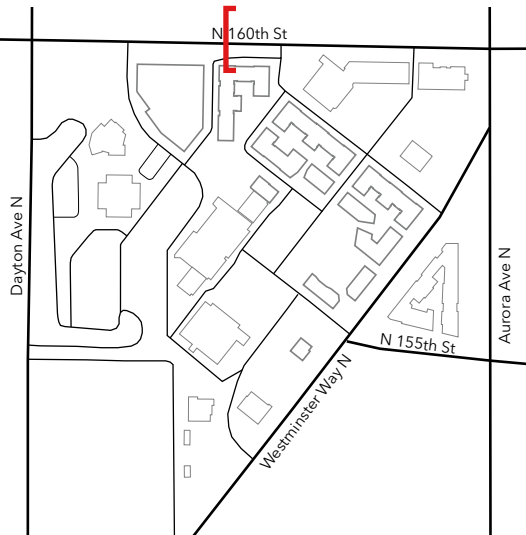
Autoturn Truck Route with New Entry (WB-50)



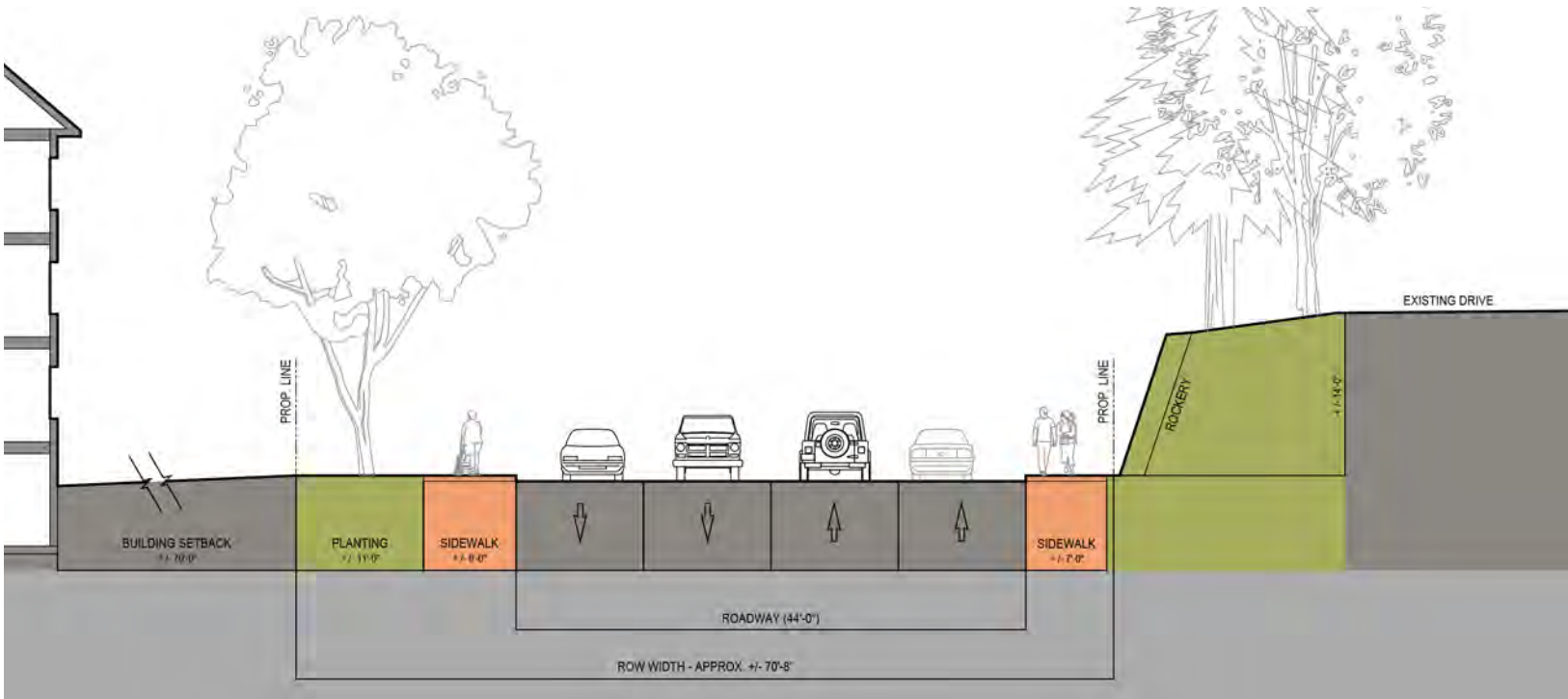
ROW FRONTAGE IMPROVEMENTS SECTIONS AT 160TH ST



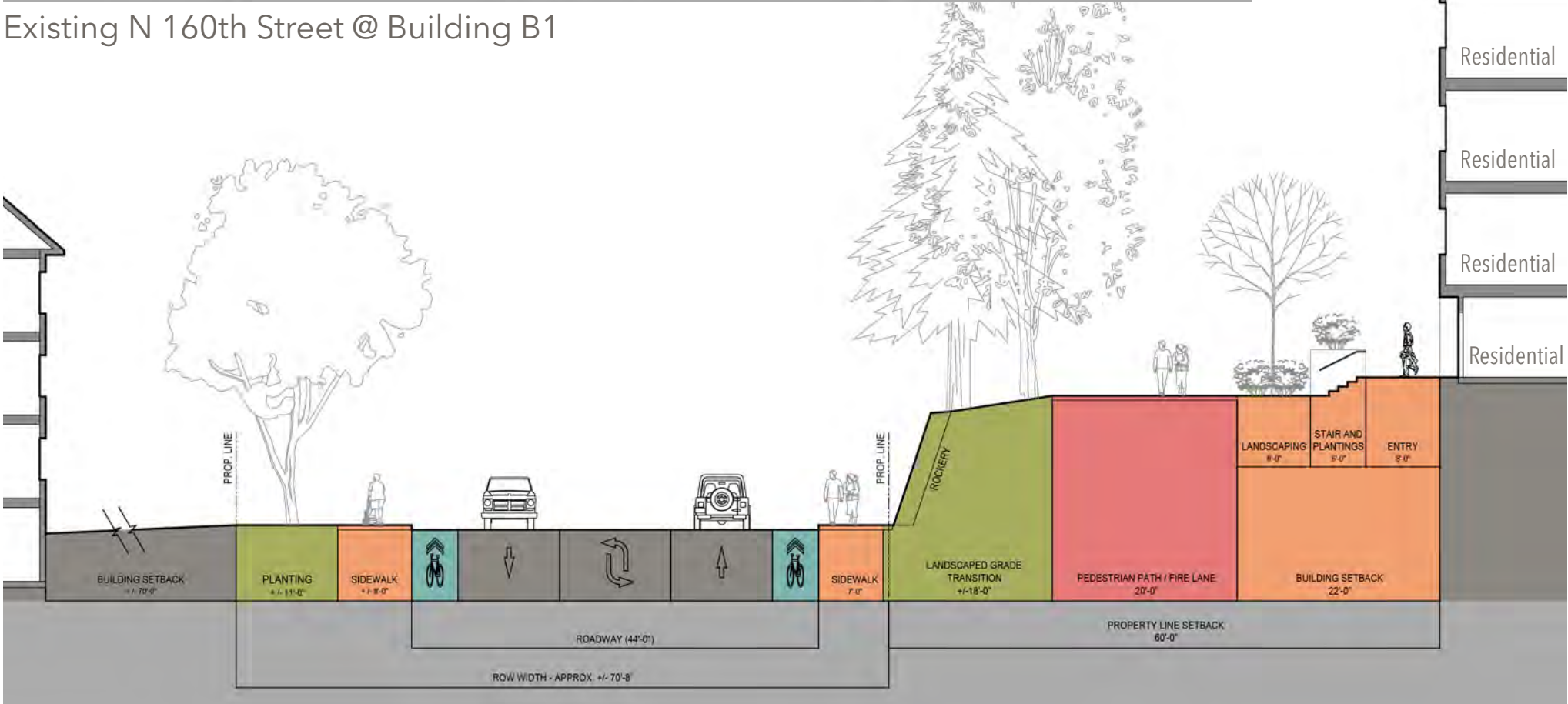
Existing N 160th Street looking East



Site Key



Existing N 160th Street @ Building B1



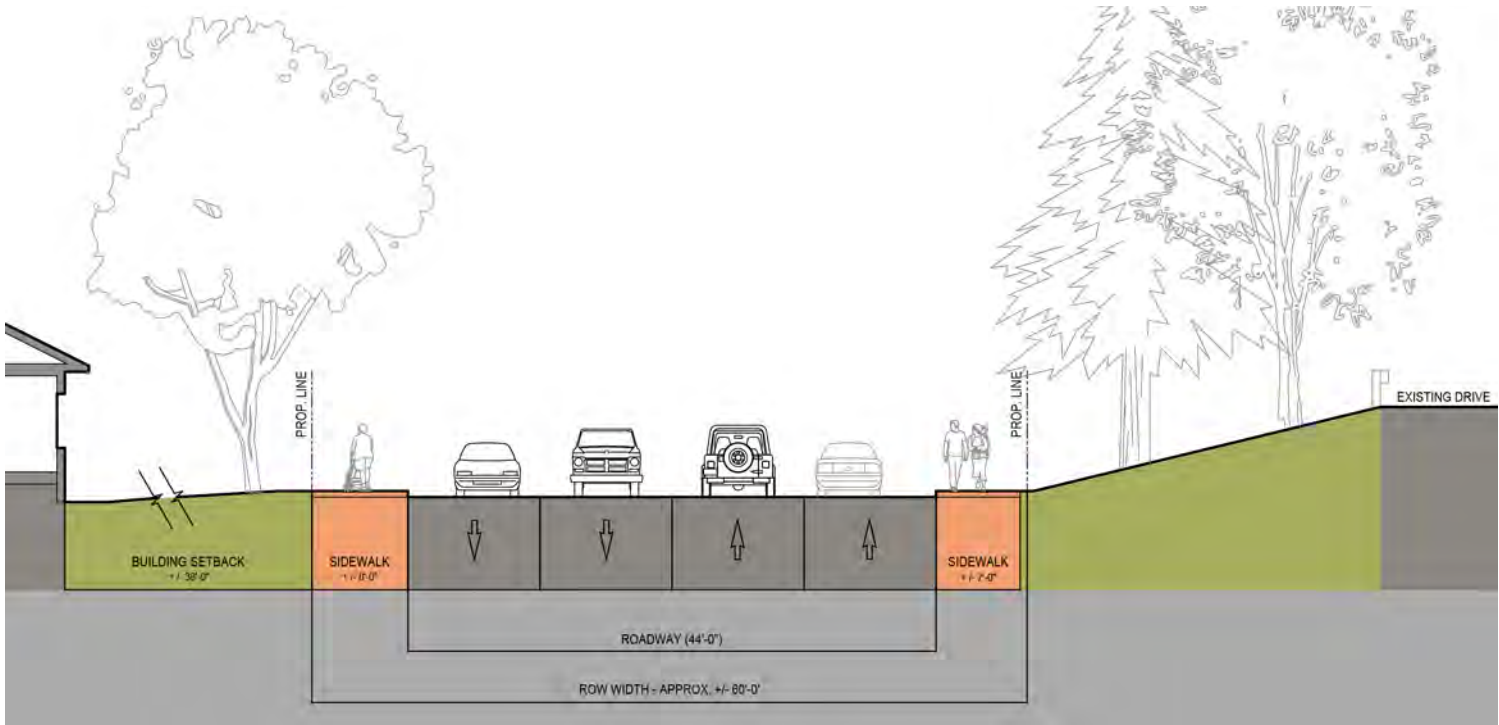
Proposed N 160th Street @ Building B1



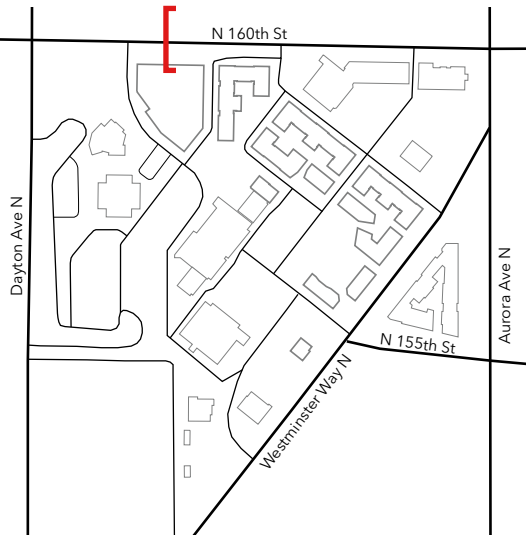
ROW FRONTAGE IMPROVEMENTS SECTIONS AT 160TH ST



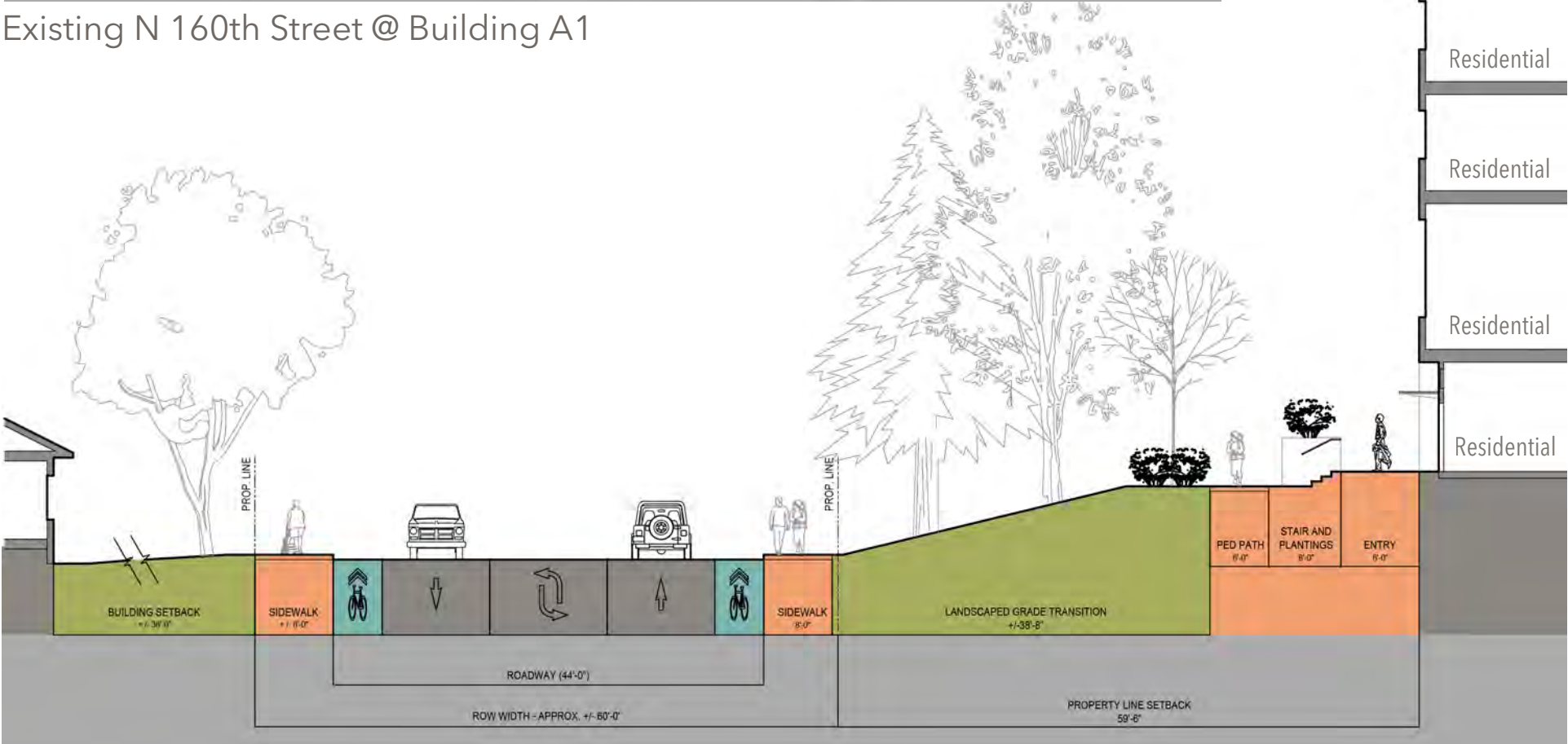
Existing Private Drive along 160th Looking East



Existing N 160th Street @ Building A1

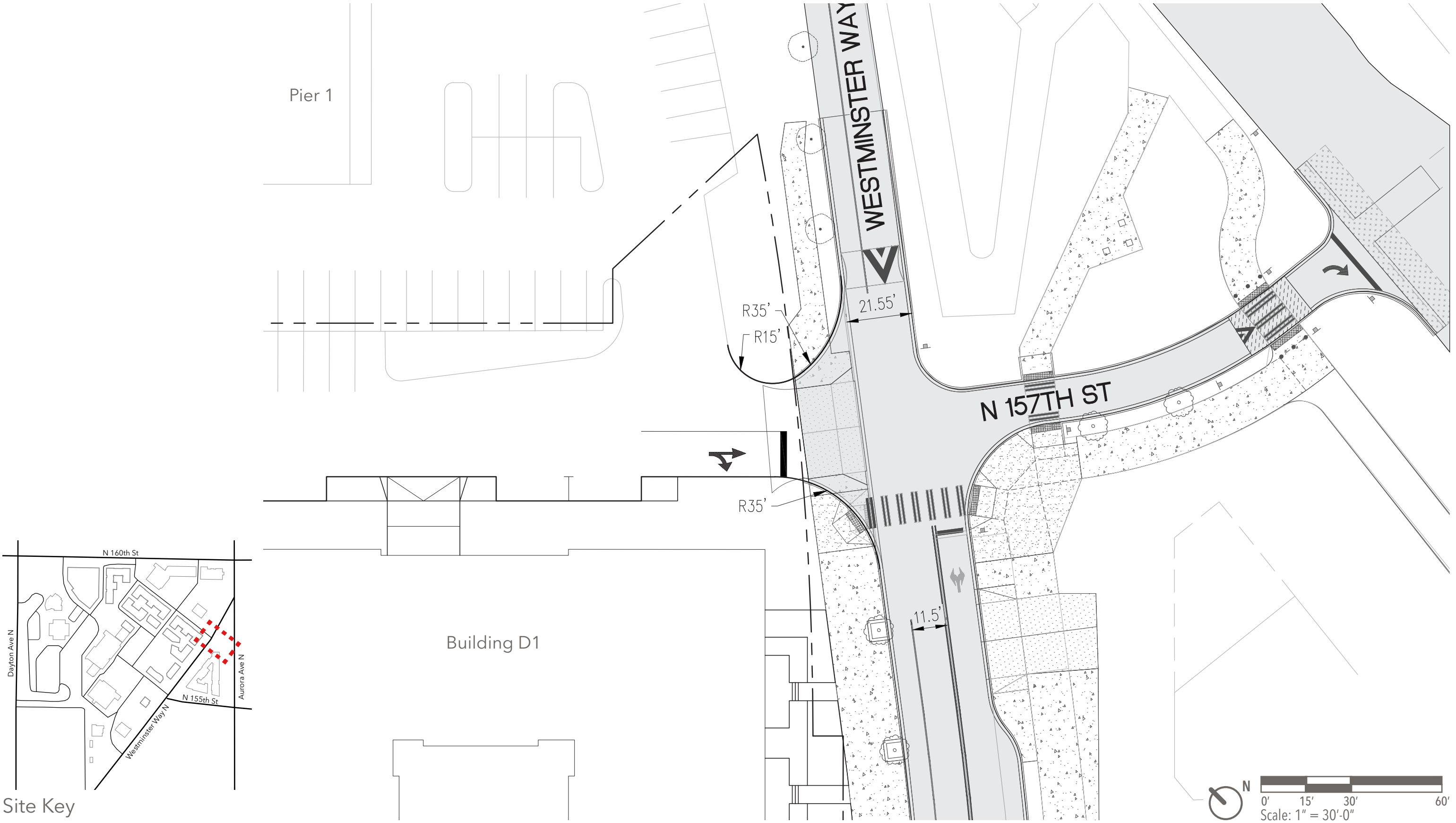


Site Key



Proposed N 160th Street @ Building A1

EXISTING ENTRY DRIVE AT N 157TH STREET & WESTMINSTER WAY



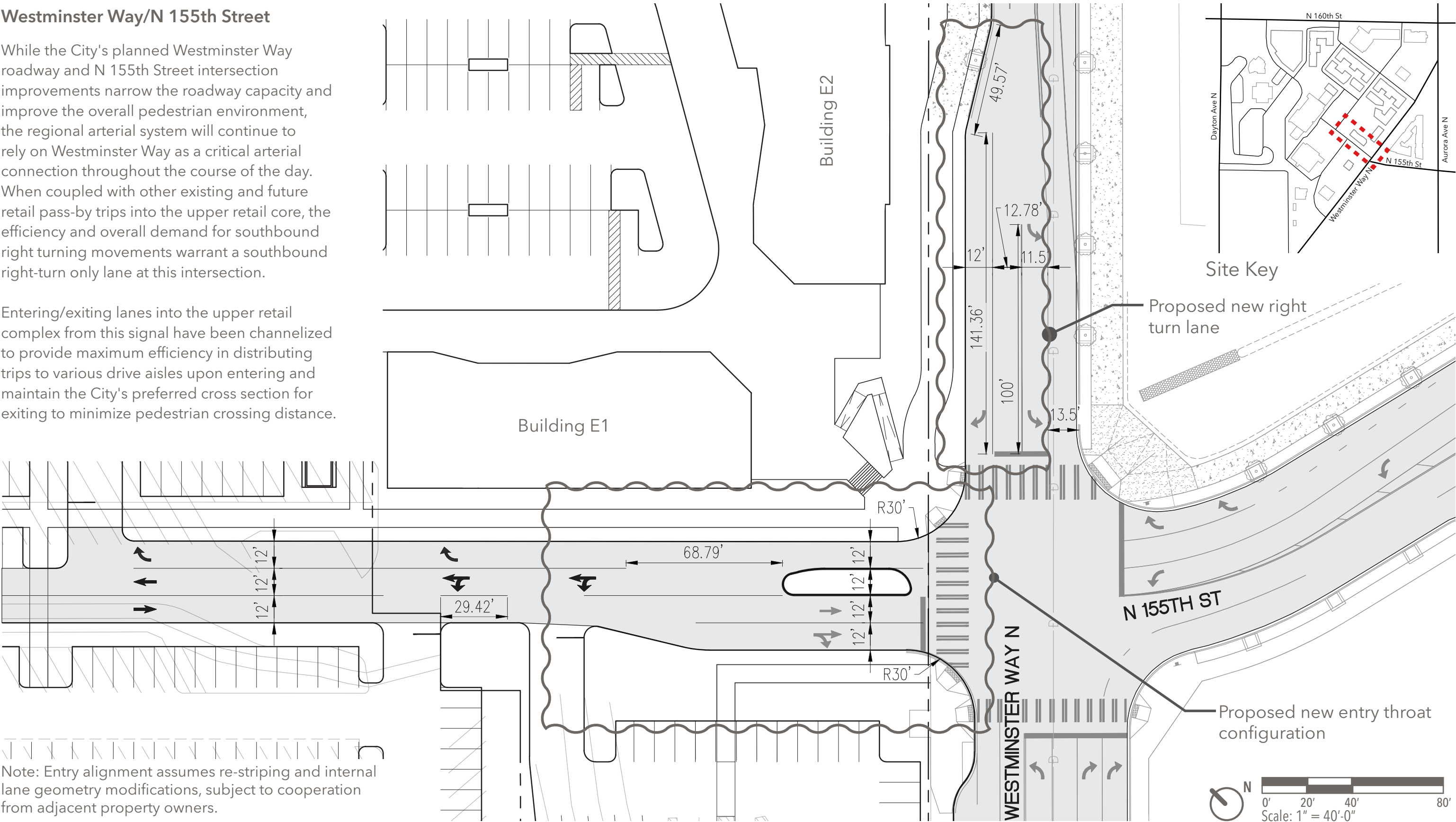


# PROPOSED ENTRY MODIFICATIONS AT N 155TH STREET & WESTMINSTER WAY

## Westminster Way/N 155th Street

While the City's planned Westminster Way roadway and N 155th Street intersection improvements narrow the roadway capacity and improve the overall pedestrian environment, the regional arterial system will continue to rely on Westminster Way as a critical arterial connection throughout the course of the day. When coupled with other existing and future retail pass-by trips into the upper retail core, the efficiency and overall demand for southbound right turning movements warrant a southbound right-turn only lane at this intersection.

Entering/exiting lanes into the upper retail complex from this signal have been channelized to provide maximum efficiency in distributing trips to various drive aisles upon entering and maintain the City's preferred cross section for exiting to minimize pedestrian crossing distance.

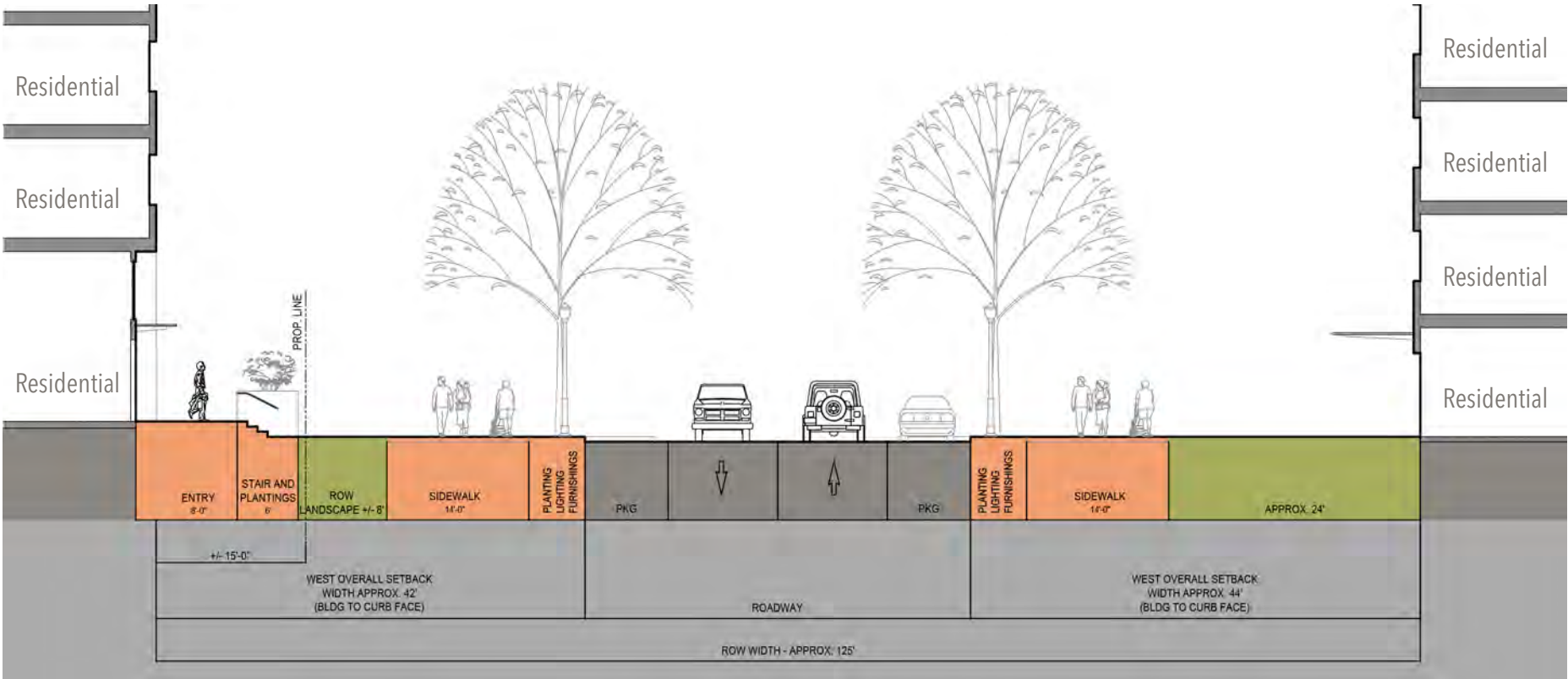


Note: Entry alignment assumes re-striping and internal lane geometry modifications, subject to cooperation from adjacent property owners.

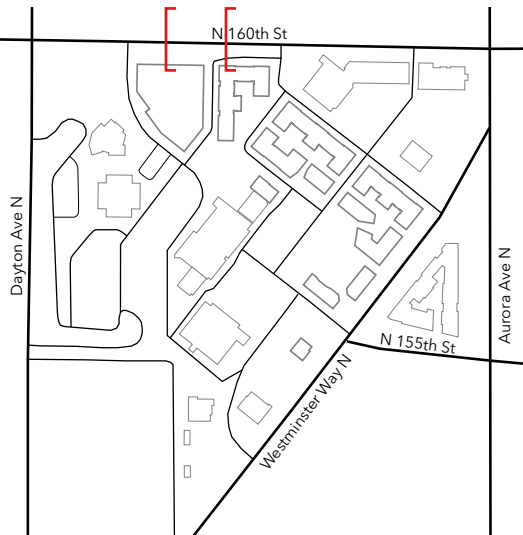
ROW FRONTAGE IMPROVEMENTS SECTIONS



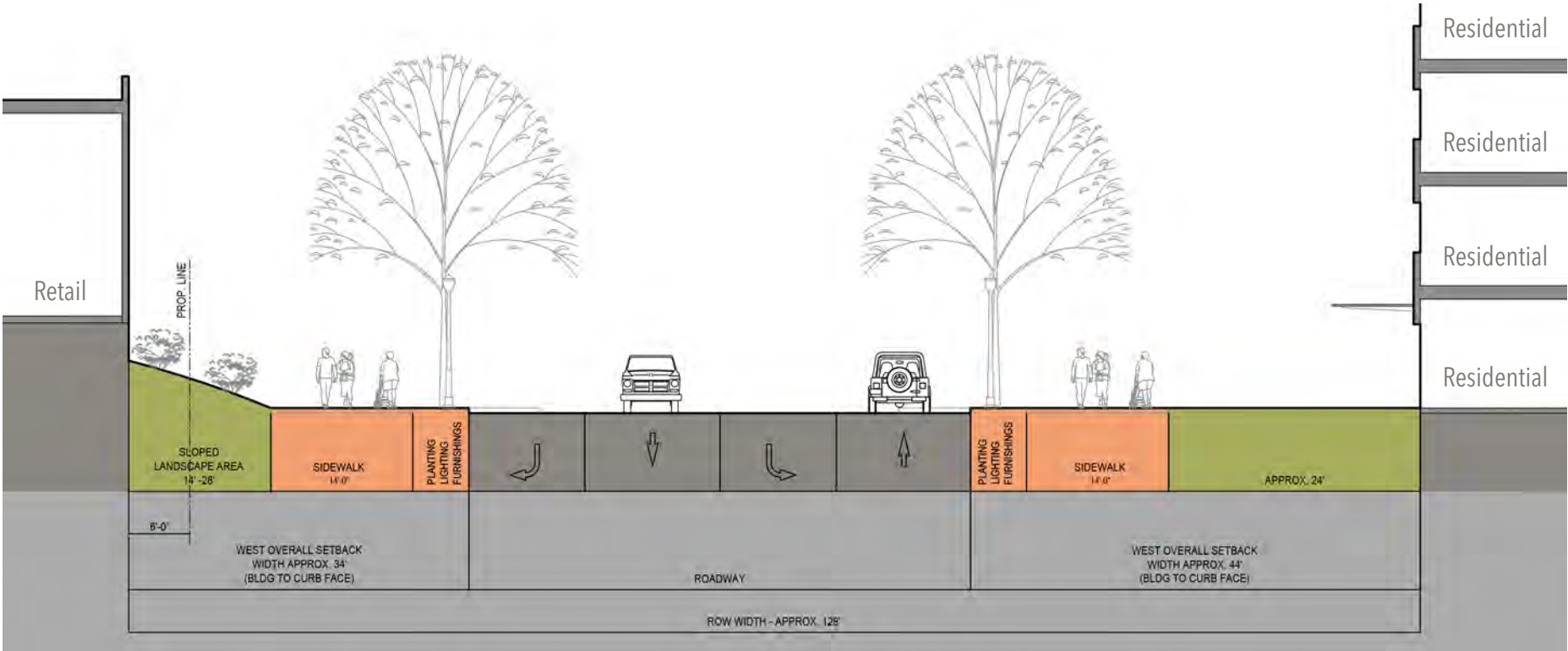
Existing Westminster Way N Looking East



Westminster Way N @ Building D1



Site Key



Westminster Way N @ Building E2

Attachment A - Exhibit I  
Shoreline Place Development Agreement  
**Exhibit I – Open Space System Operations & Maintenance Plan**

**Publicly Accessible Outdoor Space Improvement  
Operations & Maintenance Plan  
("O&M Plan")  
and  
Rules and Regulations**

**I. Introduction and Purpose**

As a component of the Project, Developer agrees to construct and maintain approximately 3.14 acres of open space, including:

- The Central Plaza (East and West Plazas) is approximately 0.66 acres and will provide for informal active and passive recreation as well as more prescribed uses such as festivals, community gatherings, concerts or other event staging.
- The Community Open Space is approximately 0.9 acres and will have a park-like character and allow for active play and lounging. It will act as a pedestrian gateway from the more residential upper areas of the site to the retail core.
- The Pedestrian Shared Street is approximately 0.7 acres and includes paths that will serve residents, visitors, pedestrians and cyclists as a web knitting the site together through a series of spaces allowing for moments of active and passive recreation including the Farmer's Market.
- The Westminster Way Plaza is approximately 0.49 acres and will provide a gateway from Westminster Way N. inviting people into the Open Space System. Wide open pedestrian paths create space for outdoor dining and gathering. The North Promenade is approximately 0.39 acres and will provide generous, wide spaces for bike and pedestrian circulation and opportunities for such features as rain gardens, environmental graphics, play structures, and exercise stations.

Collectively the Central Plaza, the Community Open Space, the Westminster Way Plaza and the Pedestrian Shared Street, are the "Open Space Improvements". The Open Space Improvements shall generally be constructed as shown on **Exhibit E** to the Development Agreement. Pursuant to the Development Agreement, the Open Space Improvements shall be private property and Developer shall be responsible for the operations and maintenance of the Open Space Improvements. The configuration, size, phasing and programing of the Open Space Improvements shall be subject to the flexibility provisions and other obligations of the Development Agreement dated \_\_\_\_\_ between Developer and the City. However, Developer shall make the Open Space Improvements available for reasonable public access and enjoyment subject to the guidelines as provided in Section II of this O&M Plan.

In addition, the Open Space System may include the Block A Promenade (also referred to as the South Promenade) (approximately 0.33 acres) which would also provide generous, wide spaces for bike and pedestrian circulation and opportunities for such features as rain gardens, environmental graphics, play structures, and exercise stations.



## II. Open Space Guidelines

**a. Purpose.** Subject to the conditions of this O&M Plan, the Open Space Improvements will be available for open space, pedestrian and recreational use and access by the public.

**b. Hours of Operation.** The Open Space Improvements will be open to the public without charge, during reasonable and predictable hours, for a minimum of ten (10) hours each day of the year between October and April and twelve (12) hours each day of the year between May and September (“Access Hours”). Developer may, in its sole discretion, extend the Access Hours. Developer may close the Open Space Improvements to the public in cases of emergency or for limited periods based to security concerns or to respond to or terminate any Prohibited Activities.

**c. Rules and Regulations.** Consistent with this O&M Plan, Developer shall create Rules and Regulations and a Code of Conduct for use of the Open Space Improvements. Developer may, from time to time, revise the Rules and Regulations in its sole discretion.

**d. Limitations.** The following activities shall be prohibited in the Open Space Improvements:

- Camping;
- Smoking;
- Carrying weapons;
- Off-leash pets except in the Town Green if a fenced dog park/off leash area is provided;
- Posting of signs or notices (but not the holding of signs or signature gathering);
- Possession of alcoholic beverages;
- Possession of illegal drugs pursuant to the Revised Code of Washington;
- Public protest;
- Sexual activity or misconduct;
- Solicitation of any kind;
- Urination or defecation;
- Assault or fighting;
- Use of amplified sound provided that Developer may approve use of amplified sound as part of an authorized gathering or activity;
- Any other activity which may result in injury to persons or damage to property or which unreasonably interferes with the enjoyment of the Open Space Improvements by others or obstructs access to Open Space Improvements, as determined in Developer’s sole discretion.

(collectively, the “Prohibited Activities”). Developer reserves the right to take such lawful action as it deems necessary or advisable under the circumstances to prevent, respond to or terminate any Prohibited Activities, including but not limited to temporary closure of the Open Space Improvements.

Attachment A - Exhibit I  
Shoreline Place Development Agreement  
**Exhibit I – Open Space System Operations & Maintenance Plan**

**III. Maintenance.** Developer shall be responsible for maintenance of the Open Space Improvements, including keeping the Open Space Improvements in a reasonably neat, safe, and orderly condition.

**IV. Enforcement.** Developer acknowledges that the ongoing maintenance and operations of the Open Space Improvements consistent with the O&M Plan is required pursuant to the Development Agreement. The City reserves all rights under the Shoreline Municipal Code to ensure enforcement of the O&M Plan as a condition of the Development Agreement and any Project approvals. The Parties acknowledge that in order for the O&M Plan to remain effective, certain modifications and revisions may be necessary from time to time. Accordingly, the O&M Plan may be modified only with the written approval of the Parties.

Attachment A - Exhibit I  
Shoreline Place Development Agreement  
**Exhibit I – Open Space System Operations & Maintenance Plan**

**Rules and Regulations**

The Shoreline Place Historic Sears Property (Property), including its Open Space System and parking areas, is private property. In order to make your visit, and that of others, a pleasant one, we ask you to follow this Code of Conduct.

1. **IMPROPER ATTIRE:** Appropriate clothing is required. Wearing apparel that obscures or conceals face, including but not limited to hoodies or masks, or apparel that may provoke a disturbance or incite violence is prohibited. This provision does not apply to clothing, masks or other apparatus worn for cultural or religious reasons or for medical conditions.
2. **SAFETY/IMPENDING FLOW OF TRAFFIC:** No running, skating, skateboarding, rollerblading, riding razors, scooters or other similar activity. No riding Segway's or other motorized devices, except by persons with a mobility impairment.
3. **DISTURBING THE PEACE:** No excessive or disruptive noise such as yelling or screaming. No hawking, verbally threatening or harassing which creates a disturbance or infringes on the rights or peace of other visitors or patrons of the Property.
4. **LOUD MUSIC.** No playing loud music, unless part of a permitted gathering or performance.
5. **VERBAL CONDUCT:** No fighting, threatening comments or gestures, obscene language, racial, religious or ethnic slurs that are disruptive or may cause a disturbance.
6. **WEAPONS:** No weapons, including but not limited to firearms, knives, or any other object(s) that may be used in any way to inflict bodily injury to any other person.
7. **ALCOHOL/NARCOTICS:** No open receptacle containing any alcoholic beverage, except in areas specifically designated for the consumption of alcohol. No possession or use of illegal substances.
8. **VIDEO TAPING:** No photographing or videotaping without prior consent of the Property management.
9. **INTERNET:** No viewing or displaying material on laptops, tablets and smartphones that is likely to provoke a disturbance or embroil the Property's patrons or visitors in conflict. No use of obscenities, sexually explicit language, or images displaying the aforementioned content. No displaying of pornography, or gruesome material. Excessive use of the Property's WIFI system is also prohibited.
10. **VANDALISM:** No littering, damaging, defacing or destroying property. No removal of items from any trash or recycling receptacles.
11. **EXPRESSIVE ACTIVITY:** No expressive activity which creates a disturbance or infringes on the rights or peace of other visitors. This provision does not prohibit constitutionally protected free speech.



**Attachment A - Exhibit I**  
**Shoreline Place Development Agreement**  
**Exhibit I – Open Space System Operations & Maintenance Plan**

12. **SOLICITATION AND COMMERCIAL ACTIVITY:** No noncommercial expressive activity not sponsored by the Property and/or an enterprise engaged in business at the Property, other than qualified labor activity. No solicitation of money or contributions, except with the prior written agreement of the management of the Property.

13. **SMOKING:** No smoking, electronic cigarettes, or vaping, except in an area specifically designated for Smoking.

14. **LOITERING:** No loitering; blocking storefronts, fire exits, stairs, elevators, or escalators; or obstructing pedestrian or vehicular traffic. Persons who violate this Code of Conduct may be banned from the Property or subject to arrest. The Property management expressly retains the right to revise or modify these rules as necessary.

DEPARTURE REQUESTS

#	Land Use Code	Code Item	Code Requirement	Departure Request	Design Rationale
<b>Site Development Standards</b>					
Departures related to site design dimensional requirements					
D1	20.50.240.C.1.e	Site Design - Site Frontage	A building's primary entry shall be located on a street frontage and recessed to prevent door swings over sidewalks, or an entry to an interior plaza or courtyard from which building entries are accessible;	Allow for building entries along Westminster Way and N 160th Street to be accessed from an internal public open space with a pedestrian connection to the public right of way.	Significant grade changes along both Westminster Way and N160th do not allow for all primary building entries to be located on the street frontage. Where physically feasible, building entries are located near site entry drives and connected to the public right-of-way by an accessible pathway through a public open space.  <a href="#">Primary entries indicated in red and clouded on Departure Exhibit D1</a>
D2	20.50.240.E.1.a	Site Design - Internal Site Walkways	All development shall provide clear and illuminated pathways between the main building entrance and a public sidewalk. Pathways shall be separated from motor vehicles or raised six inches and be at least 8 feet wide	Allow for sidewalks along private residential streets and pathways not serving commercial uses to be reduced to 6 feet wide.	A 6' wide sidewalk along private residential streets with no commercial frontage would exceed the minimum 5feet wide sidewalk as required per. section 12.8 (Private Streets) of the Shoreline Engineering Manual.
D3	20.50.240.E.1.c	Site Design - Internal Site Walkways	Raised walkways at least eight feet wide shall be provided for every three, double-loaded aisles or every 200 feet of parking area width. Walkway crossings shall be raised a minimum three inches above drive surfaces	Allow for walkways to be provided for every 265 feet of parking lot width provided that no parking stalls is more than 100 feet from a walkway,	A parking lot with three code compliant double-loaded aisles exceed the minimum 200 feet aisle separation. The proposed site design creates a framework of well connected pedestrian scaled blocks that serves uses on multiple sides. The largest proposed distance between walkways is greater than 200 feet, however no stall is more than 100 feet from a walkway which is consistent with the intent of the code requirements.  <a href="#">Proposed Departure supported by Departure Exhibit D3</a>
D4	20.50.410.H	Parking design standards	Parking spaces abutting a landscaped area on the shall provide an additional 18 inches to provide a place to step other than in the landscaped area. In a parking garage, any space abutting a wall shall provide an additional 18 inches.	Allow for the required 18" step-off to be provided with a 12" paving strip inside the 6" curb.	This departure would still achieve the goal of not requiring a driver or passenger to step into a landscape area, but onto a durable surface. This is the same condition that occurs at parallel street parking.  <a href="#">Proposed Departure supported by Departure Exhibit D4</a>
D5	20.50.410.F	Parking design standards	Stall size (width x length) to be: <ul style="list-style-type: none"><li>Desired: 9' x 20'</li><li>Minimum: 8.5' x 20'</li><li>Compact: 8' x 16'</li></ul> Note: up to 50% of stalls allowed to be compact stalls	Allow for the following stall sizes (width x length): <ul style="list-style-type: none"><li>Desired: 9' x 18'</li><li>Minimum: 8' x 16'</li><li>Compact: 7.5' x 15'</li></ul> Note: up to 50% of stalls allowed to be compact stalls	The site design recognizes that transient users require larger parking stalls due to the higher turn-over rate. With this in mind, the site plan includes a combination of 9'x 20' and 9' x 18' commercial stalls with a less than 25% of stalls being 9' x17'. Smaller stall sizes, specifically within residential buildings are more consistent with the urban character of the development and the goal of increasing land efficiency as outlined in the CRA.
<b>Building Development Standards</b>					
Departures related to site design dimensional requirements					
D6	Table 20.50.020(3)	Dimensional Requirements	Base height dimensions for Development in Mixed Business Commercial Zones MB is 70'.	Allow for a proposed base height of 80'.	Generally, the proposed development is conceived as 5 floors wood frame construction over 2 floors of type 1 construction. The existing site grades change by nearly 20' from the northwest to the southeast corner of the site. Due to the existing grades changes and a trend of 9' ceiling heights in the luxury residential market, some of the building heights may ultimately exceed the current allowable base height. The building code would still limit the maximum occupied floor level of any building to 75' to avoid high rise construction requirements.

DEPARTURE REQUESTS

D7	20.50.250.B.3	Building Design - Building Articulation	Provide the following articulation features at least every 35 feet of facade facing a street, park, public place, or open space. Parking structure facades fronting public streets shall apply to this subsection only as material, color, texture, or opening modulations and not as offset modulations: a. Vertical building modulation 18 inches deep and four feet wide, if combined with a change in color or building material. Otherwise, the minimum depth of modulation is 10 feet and the minimum width for each modulation is 15 feet. Balconies may be used to meet modulation; and b. Distinctive ground or first floor facade, consistent articulation of middle floors, and a distinctive roof line or articulate on 35-foot intervals.	Allow for required building articulation to occur at least every 80 feet of facade facing a street, park, public place, or open space.	Building articulation, while necessary for any successful design expression, needs to be appropriately scaled to the size of development to which it is being applied. The strict application of a 35' modulation interval on a more than 250' facade would lead to a monotonous design language. A 35 feet articulation module is more appropriately scaled to smaller multifamily residential and town home developments, rather than the vibrant center described in the Aurora Square CRA. The request for a departure to an 80 feet articulation module is consistent with the requirements for Commercial buildings set forth in 20.50.250.B.2 of the Shoreline Development standards.  <a href="#">Proposed Departure supported by Departure Exhibit D7</a>
D8	20.50.250.B.5	Building Design - Building Articulation	Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 20 feet through all floors.	Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 10 feet through all floors above the ground level floor.	Extending the required building articulation down to the ground level interrupts the consistency of the urban street frontage. A departure from this requirement would enhance the ground level experience as envisioned in the Aurora Square CRA.  <a href="#">Proposed Departure supported by Departure Exhibit D8</a>



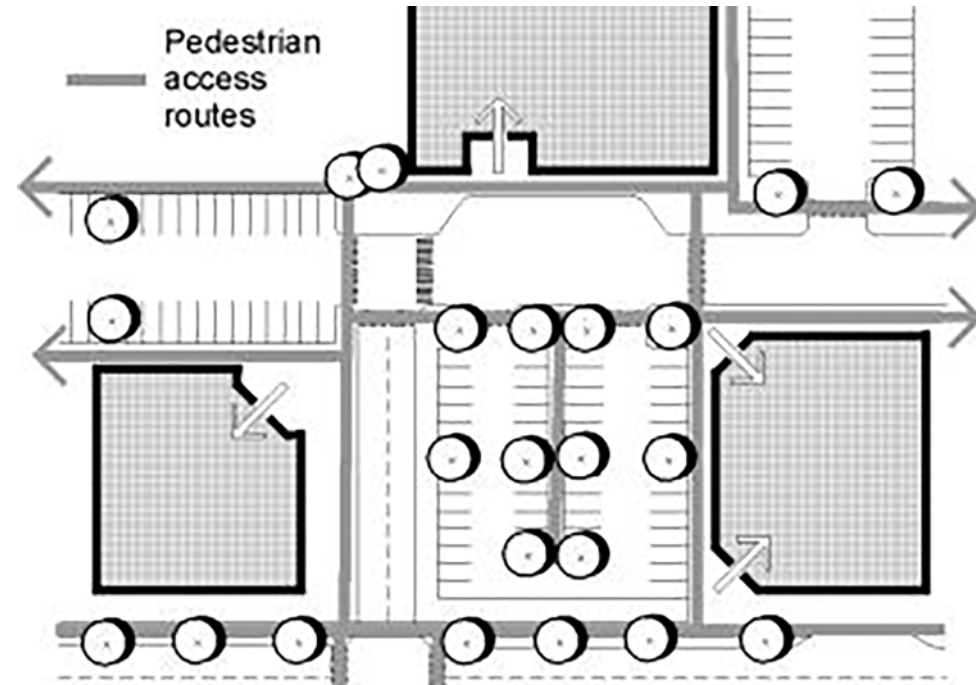
## DEPARTURE EXHIBITS



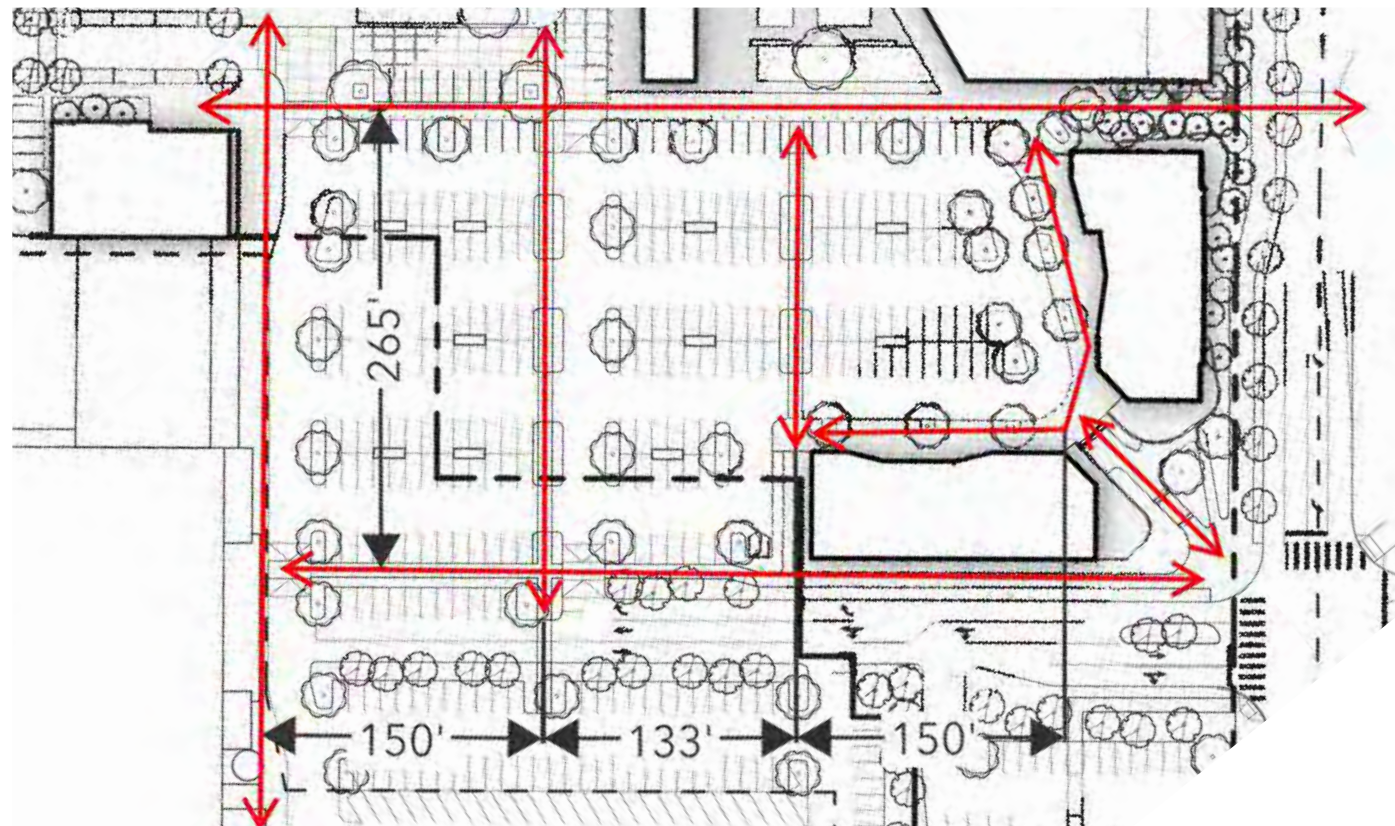
D1 -- Departure Request



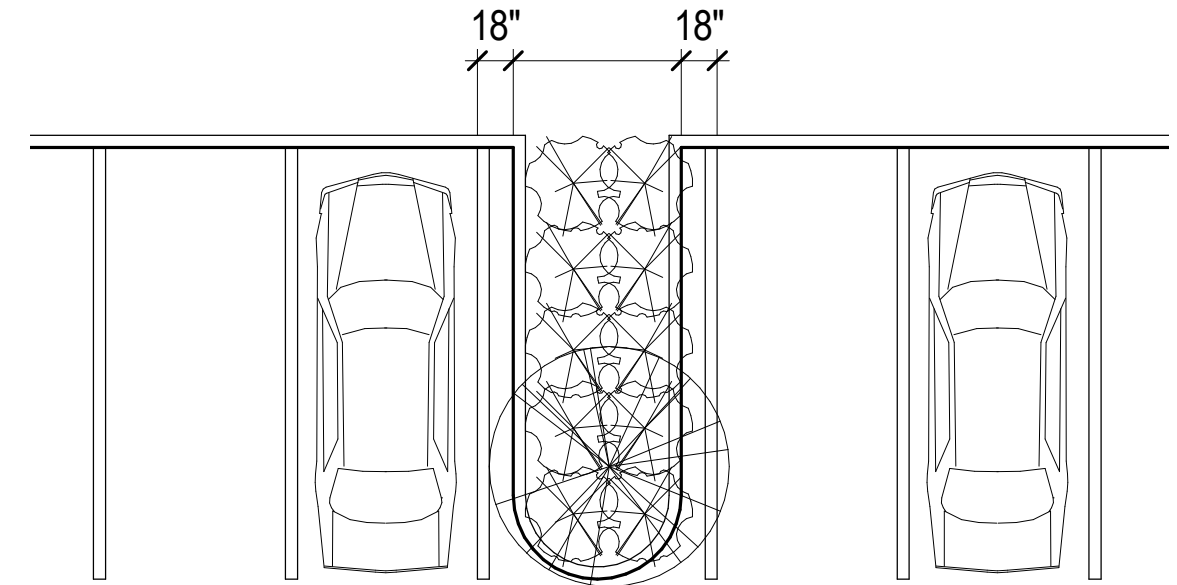
## DEPARTURE EXHIBITS



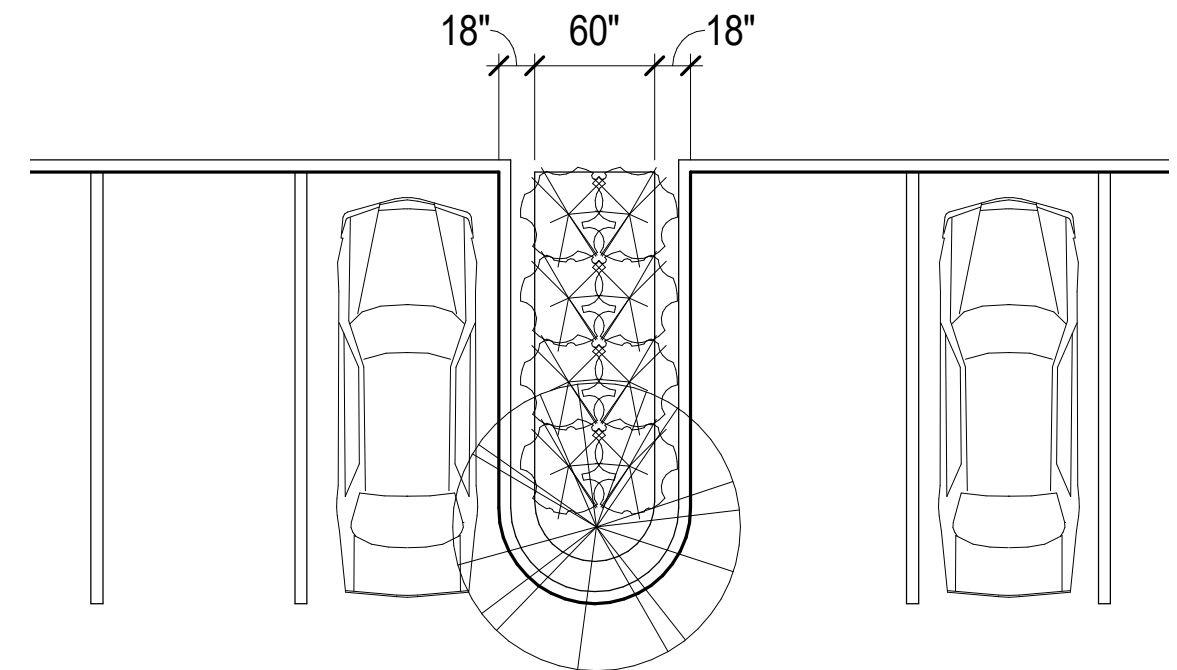
D3 --- Code Compliant Example



D3 --- Departure Request



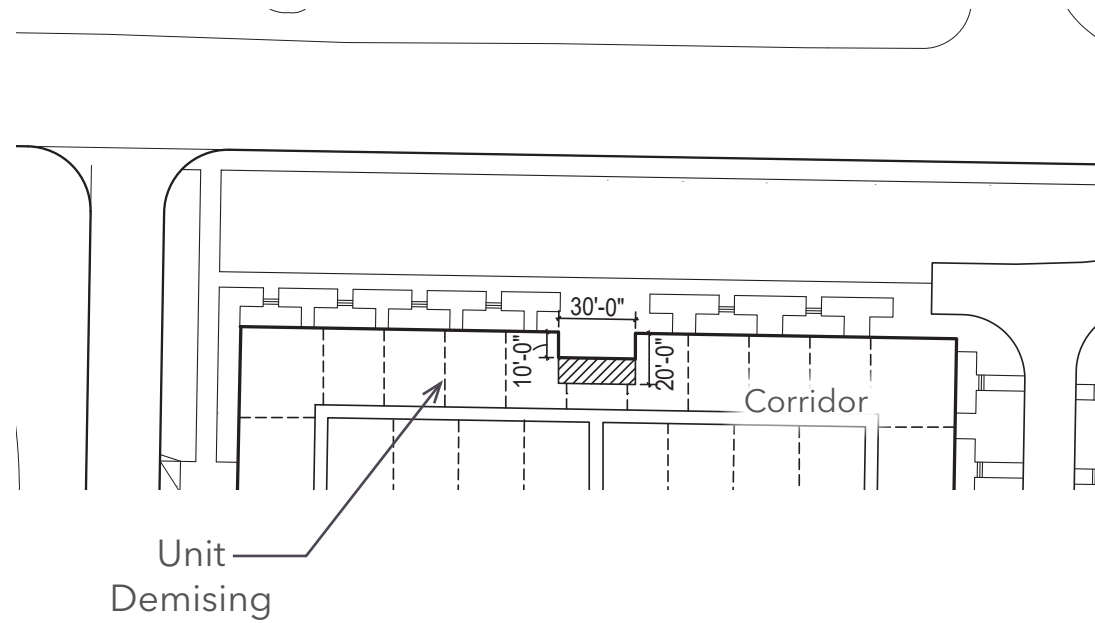
D4 --- Code Compliant Example



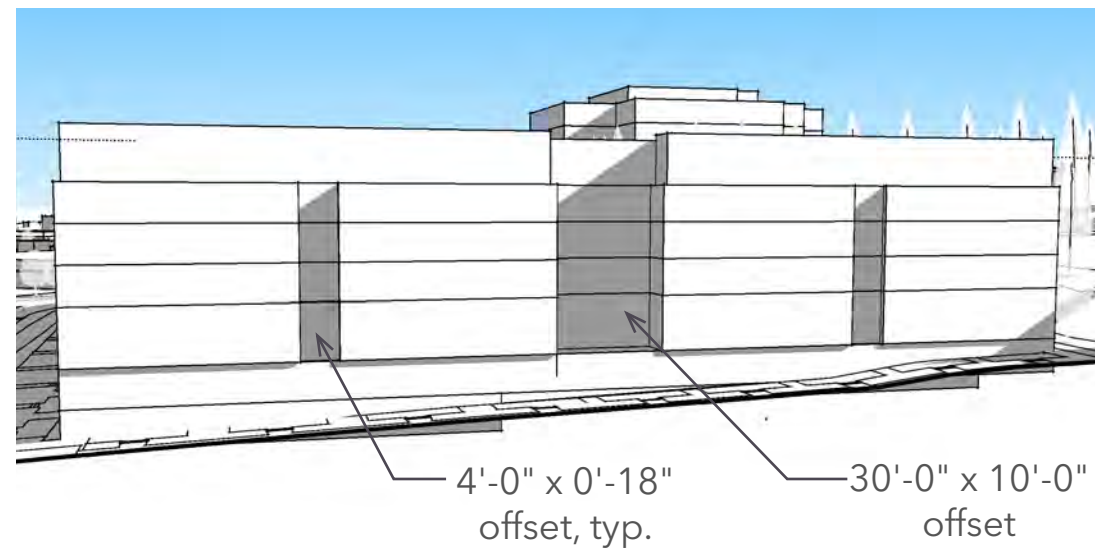
D4 --- Departure Request



## DEPARTURE EXHIBITS



D8 --- Departure Request --- Plan



D8 --- Departure Request --- 3D View



D7 --- Code Compliant Example



D7 --- Departure Request Example



### Shoreline Place Trip Generation Phasing Analysis Generic Schedule

Phase	New Land Uses Built	Existing Building/Uses Removed	PM Peak <sup>1</sup> (Cumulative as Phasing Progresses)		Total Trips
			Enter	Exit	
Phase 1 (enter description as needed)	<i>Enter basic information on proposed use (e.g., 15,000 SF of retail + 250 apartments)</i>	<i>Enter basic information on removed land use (e.g., 20,000 SF of office)</i>	<i>Calculate enter/exit trips net new for new uses.</i>		0
			<i>Calculate enter/exit trips of removed uses.</i>		0
		<b>Subtotal after Phase 1</b>	<b>0</b>	<b>0</b>	<b>0</b>
Phase 2 (enter description as needed)	<i>Enter basic information on proposed use (e.g., 15,000 SF of retail + 250 apartments)</i>	<i>Enter basic information on removed land use (e.g., 20,000 SF of office)</i>	<i>Calculate enter/exit trips net new for new uses + previous phases</i>		0
			<i>Calculate enter/exit trips of removed uses + previous phases.</i>		0
		<b>Subtotal after Phase 2</b>	<b>0</b>	<b>0</b>	<b>0</b>
Phase 3 (enter description as needed)	<i>Enter basic information on proposed use (e.g., 15,000 SF of retail + 250 apartments)</i>	<i>Enter basic information on removed land use (e.g., 20,000 SF of office)</i>	<i>Calculate enter/exit trips net new for new uses + previous phases</i>		0
			<i>Calculate enter/exit trips of removed uses + previous phases.</i>		0
		<b>Subtotal after Phase 3</b>	<b>0</b>	<b>0</b>	<b>0</b>
Phase 4/5 (enter description as needed)	<i>Enter basic information on proposed use (e.g., 15,000 SF of retail + 250 apartments)</i>	<i>Enter basic information on removed land use (e.g., 20,000 SF of office)</i>	<i>Calculate enter/exit trips net new for new uses + previous phases</i>		0
			<i>Calculate enter/exit trips of removed uses + previous phases.</i>		0
		<b>Subtotal after Phase 4/5</b>	<b>0</b>	<b>0</b>	<b>0</b>

*Check to ensure final buildout is less than 66 new p.m. peak hour trips and no single phase is above 130 new p.m. peak hour trips.*

Source: Utilize methods and assumptions from ITE Trip Generation, 10th Edition, and Shoreline Place Transportation Consistency Analysis to indicate net new trips (with deductions for pass-by and internalization) only  
Shoreline Place - February 2019 Program with a total of 72,160 commercial retail and 1,400 residential apartment units at full buildout.



**Shoreline Municipal Code  
Title 20 Development Code**

**Code Version: November 2018 Development Code Supplement, along with Ordinance No. 849  
(procedural amendment regarding plat alterations)**

**20.10 General Provisions**

Entire Chapter 20.10.010-20.10.060

**20.20 Definitions**

Entire Chapter 20.20.010-20.20.060

**20.30 Procedures and Administration**

**20.40 Zoning and Use Provisions** (applicable section of this Chapter are identified below)

***Applicable Sections of Chapter 20.40 Subchapter 1. Zones and Zoning Map***

20.40 Zoning and Use Provisions

20.40.010 Purpose

20.40.020 Zones and map designations

20.40.040 Nonresidential zones

20.40.060 Zoning map and zone boundaries

***Applicable Sections of Subchapter 2. Permitted Uses***

20.40.100 Purpose

20.40.110 Use Tables

20.40.120 Residential uses

20.40.130 Nonresidential uses

20.40.140 Other uses

***Subchapter 3. Index of Supplemental Use Criteria***

Entire Subchapter 20.40.200-20.40.610

**Chapter 20.50 General Development Standards** (applicable section of this Chapter identified below)

***Subchapter 1. Dimensions and Density for Development***



20.50.010 Purpose

20.50.020 Dimensional requirements.

A. Table 20.50.020(3) Dimensions for Development in Commercial Zones

20.50.021 Transition areas.

20.50.030 Lot width and lot area – Measurements

20.50.040 Setbacks – Designation and measurement

20.50.050 Building height – Standards

***Subchapter 4. Commercial Zone Design***

Entire Subchapter 20.50.220-20.50.250

***Subchapter 5. Tree Conservation, Land Clearing and Site Grading Standards***

Entire Subchapter 20.50.290-20.50.370

***Subchapter 6. Parking, Access and Circulation***

Entire Subchapter 20.50.380-20.50.440

***Subchapter 7. Landscaping***

Entire Subchapter 20.50.450-20.50.520

***Subchapter 8. Signs***

20.50.620 Aurora Square Community Renewal Area sign standards

***Subchapter 9. Deep Green Incentive Program (DGIP)***

Entire Subchapter 20.50.630

**Chapter 20.60 Adequacy of Public Facilities**

Entire Chapter 20.60.010-150

**Chapter 20.70 Engineering and Utilities Development Standards**

Entire Chapter 20.70.010-20.70.450

**Chapter 20.80 Critical Areas**

Entire Chapter 20.80.010-20.80.450

**Chapter 20.100 Special Districts**

20.100.020 Aurora Square Community Renewal Area (CRA)

**PARK FEE CREDIT REQUIREMENTS**

Assumed # of units	1,358	
Current Park Impact Fee	\$2,683	
TOTAL PIF Due	\$3,643,514	

Land value per acre per July 2017 Rate Study	\$860,122
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Discount Area	Public Space Component (Referred to as "Open Space" in SMC)	Acres(1)	Credit(2)	Cumulative Credit	Outstanding PIF Due
				\$0	\$3,643,514
Yes	"Community Open Space"	0.90	\$774,110	\$774,110	\$2,869,404
Yes	East Plaza	0.43	\$369,852	\$1,143,962	\$2,499,552
Yes	West Plaza	0.23	\$197,828	\$1,341,790	\$2,301,724
Yes	Westminster Way Plaza	0.11	\$94,613	\$1,436,403	<b>\$2,207,111</b>

(1) Area and credit to be determined at time of building permit based on then current Rate Study and cost of eligible improvements

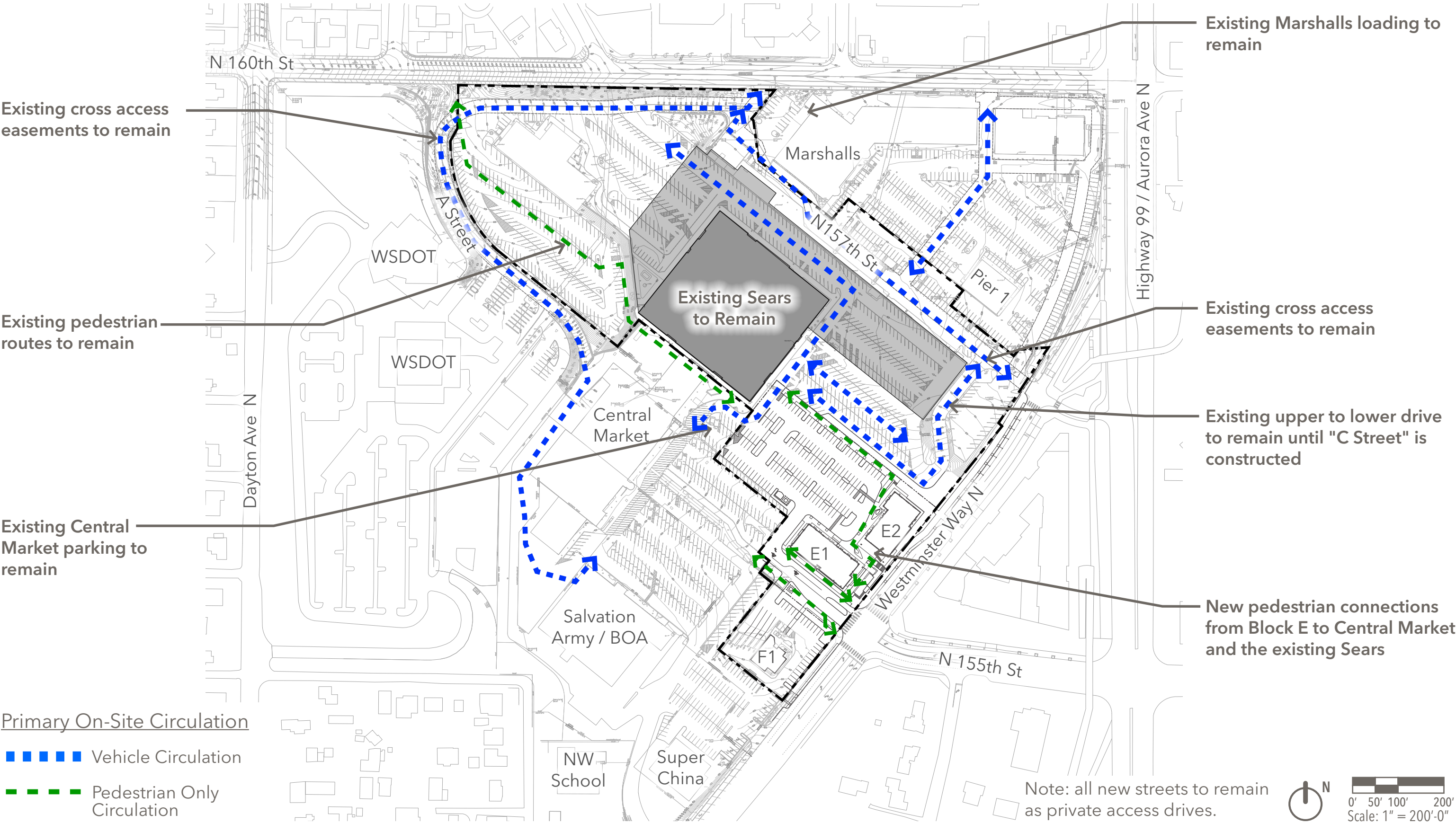
(2) In order to receive a credit against Parks Impact Fees for any of the above-referenced components of the "Open Space System," the following requirements shall be met:

Discount Area	Public Space Component (Referred to as "Open Space" in SMC)	Requirements
<b>Yes</b>	"Community Open Space"	Provide park-like amenities including a playground and/or an off-leash area or similar type destination park amenity. Plus gathering space such as an amphitheater or sloped turf area. Wide planting areas to provide separation from vehicular and pedestrian thoroughfares. Should be landscaped with perimeter trees to preserve open feel and sightlines. Area should be conducive to small music or theater performances. Electrical service should be provided. At least one piece of free-standing public art. Include parking if it is signed for "Community Open Space" use only. Requires easement to access from B Street and/or 156 <sup>th</sup> .
<b>Yes</b>	Central Plaza (East and West Plazas)	Pedestrian only plaza. Landscaped for gatherings and events such as farmer's market, musical performances or art festivals. An interactive water feature that allows access to the water for small children and people with disabilities. Moveable outdoor seating. Public art as a stand-alone feature or incorporated throughout the plaza. The East Plaza should include play features for children. East and West Plaza should be visually integrated.

<b>Yes</b>	Westminster Way Plaza – area at 155 and Westminster.	Pedestrian only, terraced plaza. Signature art feature that relates to the Interurban Trail and bridges.
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EXHIBIT N  
PHASE-01 CIRCULATION





# EXHIBIT O

## BLOCK PLAN & REQUIRED IMPROVEMENTS PER PHASE

### Block A:

- N. 160th Street Amenity Zone and Pedestrian Facility from A St to 157th St "North Promenade." (if precedes Block B). (DA§ 7.E).

### Block B:

- Community Open Space. (if precedes Block C). (DA§ 5.B)
- N. 160th Street Amenity Zone and Pedestrian Facility from A St to 157th St "North Promenade." (if precedes Block A). (DA§ 7.E).
- B Street. (if precedes Block C). (DA§ 8).

### Block F:

- Contribution to Westminster Way N. frontage improvements (with 1st building permit). (if precedes Block E) (DA§ 7.A)
- Contribution to Westminster Way N. / N. 155th Street intersection. (if precedes Block E) (DA§ 7.B)

### 1st Building permit for a residential building:

- N. 160th Street Mid - Block Pedestrian Crossing with R.R.F.B. (DA§ 7.C)
- N. 160th Street re-channelization to provide 3 travel lanes and bike lanes on both sides. (DA§ 7.D)

### Block C:

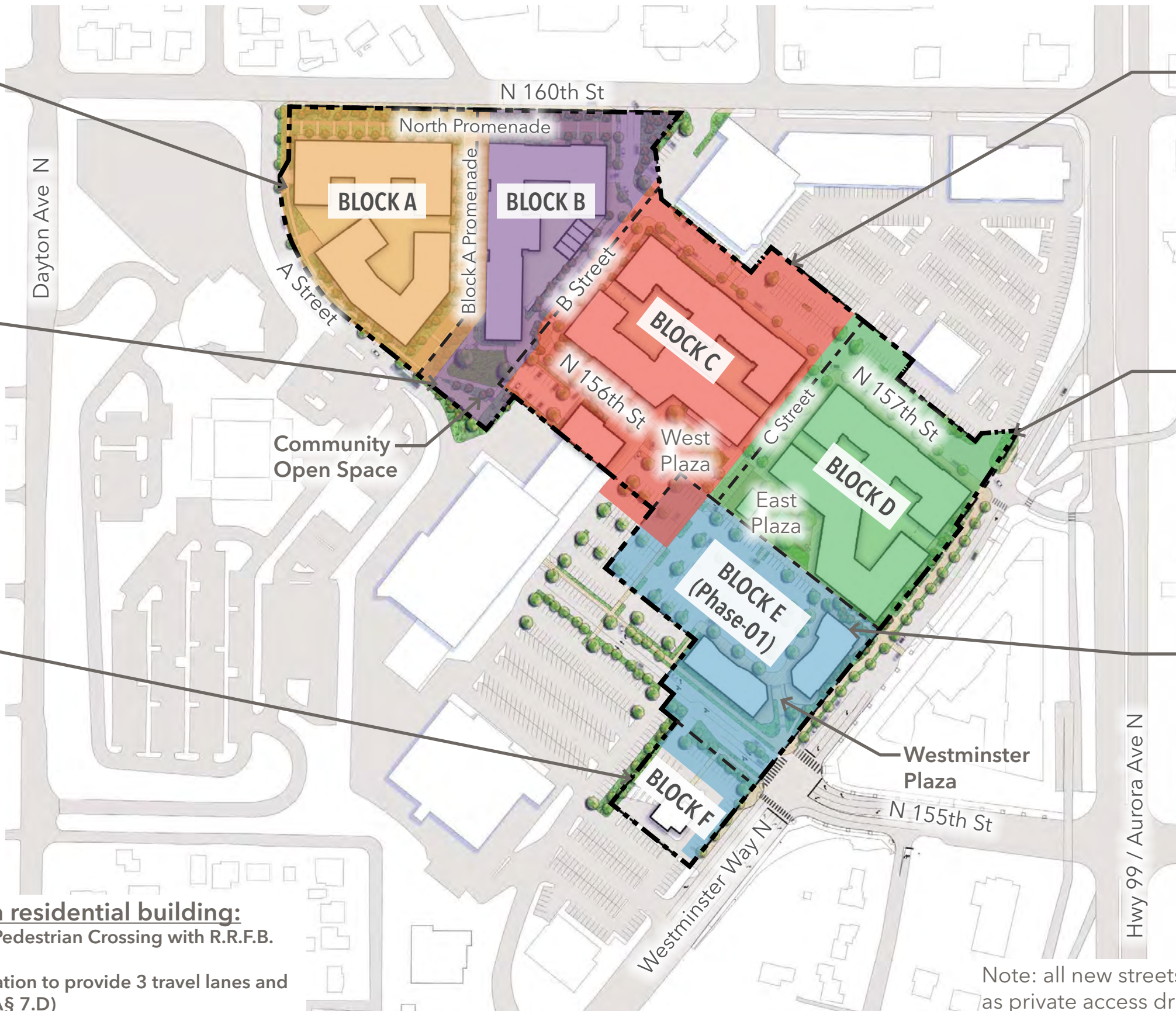
- Community Open Space. (if precedes Block B). (DA§ 5.B)
- West Plaza. (DA§ 5.B)
- Pedestrian Shared Street. (DA§ 5.B)
- N. 157th Street and bike sharrow from 160th St to Westminster Way. (if precedes Block D).
- B Street. (if precedes Block B). (DA§ 8).

### Block D:

- East Plaza. (DA§ 5.B)
- C Street. (DA§ 8).
- N. 157th Street with bike sharrow lane from 160th St to Westminster Way. (if precedes Block C).

### Block E:

- Westminster Plaza. (DA§ 5.B)
- Contribution to Westminster Way N. frontage improvements (with 1st building permit). (if precedes Block F) (DA§ 7.A)
- Contribution to Westminster Way N. / N. 155th Street intersection. (if precedes Block F) (DA§ 7.B)



Note: all new streets to remain as private access drives.



## Attachment B

### SMC 20.30.355 Development agreement (Type L).

A. **Purpose.** To define the development of property in order to implement framework goals to achieve the City's adopted vision as stated in the Comprehensive Plan. A development agreement is permitted in all zones and may modify development standards contained in Chapter 20.50 SMC. A development agreement in the MUR-70' zone may be approved to allow increased development potential above the zoning requirements in Chapter 20.50 SMC.

B. **Development Agreement Contents (General).** A development agreement shall set forth the development standards and other provisions that shall apply to govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170). Each development agreement approved by the City Council shall contain the development standards applicable to the subject real property. For the purposes of this section, "development standards" includes, but is not limited to:

1. Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;
2. The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of State law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
3. Mitigation measures, development conditions, and other requirements under Chapter 43.21C RCW;
4. Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;
5. Affordable housing units;
6. Parks and open space preservation;
7. Phasing of development;
8. Review procedures and standards for implementing decisions;
9. A build-out or vesting period for applicable standards;
10. Any other appropriate development requirement or procedure;
11. Preservation of significant trees; and
12. Connecting, establishing, and improving nonmotorized access.



**C. Decision Criteria.** A development agreement (general development agreement and development agreements in order to increase height above 70 feet) may be granted by the City only if the applicant demonstrates that:

1. The project is consistent with goals and policies of the Comprehensive Plan. If the project is located within a subarea plan, then the project shall be consistent with the goals and policies of the subarea plan.
2. The proposed development uses innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design.
3. There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) that meet the City's adopted level of service standards (as confirmed by the performance of a transportation impact analysis) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases or there will be adequate capacity and infrastructure by the time each phase of development is completed. If capacity or infrastructure must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.
4. There is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.
5. The development agreement proposal contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management and multimodal transportation improvements and other features that minimize conflicts and create transitions between the proposal site and property zoned R-4, R-6, R-8 or MUR-35'.
6. The project is consistent with the standards of the critical areas regulations, Chapter [20.80](#) SMC, Critical Areas, or Shoreline Master Program, SMC Title [20](#), Division II, and applicable permits/approvals are obtained.

**D. Development Agreement Contents for Property Zoned MUR-70' in Order to Increase Height Above 70 Feet.** Each development agreement approved by the City Council for property zoned MUR-70' for increased development potential above the provision of the MUR-70' zone shall contain the following:

1. Twenty percent of the housing units constructed on site shall be affordable to those earning less than 60 percent of the median income for King County adjusted for household size. The units shall remain affordable for a period of no less than 99 years. The number of affordable housing units may be decreased to 10 percent if the

level of affordability is increased to 50 percent of the median income for King County adjusted for household size. A fee in lieu of constructing the units may be paid upon authorization of the City's affordable housing program instead of constructing affordable housing units on site. The fee will be specified in SMC Title [3](#).

2. Entire development is built to LEED Gold standards.
3. Structured parking for at least 90 percent of the required parking spaces for a development. Structured parking includes underground parking, under-building parking and aboveground parking garage. Unstructured parking shall be located interior to the site.
4. An agreement to purchase transfer of development rights (TDR) credits at a rate of \$5,000 per unit up to a maximum of 50 TDRs per development agreement as authorized by the City Council and not to exceed Shoreline's allocation of TDR credits.
5. Applicant shall dedicate park space sufficient to accommodate each projected resident of the development, to be determined by a formula to be established by rule in consultation with the Parks Board. Dedicated space must be open and accessible to the public from a public street.
6. Development agreements in MUR-70' shall include at least two of the following components and may not be combined:
  - a. Entire site uses combined heat and power infrastructure or district energy.
  - b. Commercial space of at least 40,000 square feet.
  - c. Thirty percent of the ground floor area for neighborhood amenities that may include areas open and accessible for the community, office space for nonprofit organizations, an eating or drinking establishment, or other space that may be used for community functions.
  - d. Two percent of the building construction valuation shall be paid by the property owner/developer to the City to fund public parks, open space, art, or other recreational opportunities open and accessible to the public within the station subarea as defined in the City's Parks, Recreation, and Open Space Plan.
  - e. Provide additional off-site frontage improvements (as required by the Engineering Development Manual) that connect a proposed development to amenities near the subject project. Amenities may include transit stops, light rail station, commercial uses, etc.
  - f. Providing street-to-street dedicated public access. Examples include an alley, pedestrian/bicycle path, or other nonmotorized vehicle trail.

**E. Development Agreement Approval Procedures.** The City Council may approve development agreements through the following procedure:

1. A development agreement application incorporating the elements stated in subsection B of this section may be submitted by a property owner with any additional related information as determined by the Director. After staff review and SEPA compliance, the Planning Commission shall conduct a public hearing on the application. The Planning Commission shall then make a recommendation to the City Council pursuant to the criteria set forth in subsection C of this section and the applicable goals and policies of the Comprehensive Plan. The City Council shall approve, approve with additional conditions, or deny the development agreement. The City Council shall approve the development agreement by ordinance or resolution;
2. **Recorded Development Agreement.** Upon City Council approval of a development agreement under the procedure set forth in this subsection E, the property owner shall execute and record the development agreement with the King County Recorder's Office to run with the land and bind and govern development of the property.



**ORDINANCE NO. 705****AN ORDINANCE OF THE CITY OF SHORELINE DESIGNATING A PLANNED ACTION FOR THE AURORA SQUARE COMMUNITY RENEWAL AREA PURSUANT TO THE STATE ENVIRONMENTAL POLICY ACT.**

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

WHEREAS, the City has adopted a Comprehensive Plan and a Unified Development Code, Shoreline Municipal Code (SMC) Title 20, to implement the Comprehensive Plan; and

WHEREAS, pursuant to RCW 35.81, on September 4, 2012, the City enacted Resolution No. 333 designating the Aurora Square area as a Community Renewal Area and, on July 13, 2013, the City enacted Resolution No. 345 adopting the Aurora Square Community Renewal Area Plan; and

WHEREAS, under the State Environmental Policy Act (SEPA), RCW 43.21C and its implementing regulations, WAC 197-11, the City may provide for the integration of environmental review with land use planning and project review so as to streamline the development process through the designation of a Planned Action in conjunction with the adoption of a subarea plan; and

WHEREAS, designation of a Planned Action may be for a geographic area that is less extensive than the City's jurisdictional boundaries and serves to expedite the permitting process for subsequent, implementing projects whose impacts have been previously addressed in an Environmental Impact Statement (EIS), and thereby encourages desired growth and economic development; and

WHEREAS, pursuant to the State Environmental Policy Act (SEPA), RCW 43.21C, the City conducted a thorough environmental review of the development anticipated within the Aurora Square Community Renewal Area (Aurora Square CRA), and on December 12, 2014, issued a Draft Environmental Impact Statement (DEIS), that considered the impacts of the anticipated development within the Aurora Square CRA, provided for mitigations measures and other conditions to ensure that future development will not create adverse environmental impacts associated with the Planned Action; and

WHEREAS, the Planning Commission, after required public notice, on January 29, 2015 and on March 19, 2015, held a public hearing on the Aurora Square CRA Planned Action, reviewed the public record, and made a recommendation to the City Council; and

WHEREAS, the City Council, after required public notice, held a study session on the designation of a Planned Action area and modifications to the City's development regulations,

including changes to the City's Sign Code, SMC 20.50, and considered the Planning Commission's recommendations on June 8, 2015; and

WHEREAS, after allowing for public comment on the DEIS, on July 24, 2015, the City issued the Aurora Square Planned Action Final Environmental Impact Statement (FEIS) which responded to public comment and identifies the impacts and mitigation measures associated with the Aurora Square CRA Planned Action; and

WHEREAS, the City Council has determined that the Aurora Square CRA is appropriate for designation as a Planned Action and designating the Aurora Square CRA as a Planned Action will achieve efficiency in the permitting process thereby encouraging economic growth and development while promoting environmental quality;

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

**Section 1. Findings.** The Aurora Square Community Renewal Area Planned Action meets the criteria for a planned action as set forth in WAC 197-11-164 for the following reasons:

- A. The City of Shoreline is planning under the Growth Management Act (GMA), RCW 36.70A, and has adopted a Comprehensive Plan and development regulations to implement its Comprehensive Plan.
- B. The City has adopted the Aurora Square Community Renewal Plan consistent with RCW 35.81. The Aurora Square CRA is located within the City of Shoreline's Urban Growth Area but is limited to a specific geographical area that is less extensive than the City's boundaries.
- C. Concurrent with this Ordinance, with the adoption of Ordinance 712, the City is amending the Unified Development Code, SMC Chapter 20.50 Subchapter 8 Signs, to implement development regulations.
- D. The designation of the Aurora Square CRA Planned Action is consistent with the goals and policies of the City's Comprehensive Plan and the Aurora Square Community Renewal Plan.
- E. The City of Shoreline has prepared the Aurora Square Planned Action Draft Environmental Impact Statement (DEIS) and the Aurora Square Final Environmental Impact Statement (FEIS), collectively the Planned Action EIS, which identifies and adequately addresses the environmental impacts of development in the Planned Action area.

- F. The mitigation measures identified in the Planned Action EIS, attached hereto as Exhibit A, together with the City's existing development regulations and concurrently enacted development regulations set forth in Ordinance No. 712, specifically those regulations set forth in SMC 20.50 Signs, attached hereto as Exhibit B, will adequately mitigate significant impacts from development within the Planned Action area.
- G. The Aurora Square CRA Plan and the Planned Action EIS identify the location, type, and amount of development that is contemplated by the Planned Action and emphasize a mix of residential, retail/commercial, office, and public uses.
- H. Future development projects that are determined to be consistent with the Planned Action will protect the environment while benefiting the public and enhancing economic development within the City.
- I. The City has provided for meaningful opportunities for public involvement and review during the Aurora Square CRA Plan and the Planned Action EIS process, has considered all comments received, and, as appropriate, has modified the proposed action or mitigation measures in response to comments.
- J. The Planned Action does not include Essential Public Facilities, as defined in RCW 36.70A.200. These types of facilities are excluded from the Planned Action as designated herein and are not eligible for review or permitting as a Planned Action.
- K. The City, with adoption of this Planned Action, intends to update the Capital Facilities Element of its Comprehensive Plan.

**Section 2. Planned Action Area Designation.** The Planned Action Area is hereby defined as that area set forth in the Aurora Square Community Renewal Area Plan, as shown on Exhibit C attached hereto.

**Section 3. Procedures and Criteria for Evaluating and Determining Projects as Planned Actions.**

- A. **Environmental Document.** A Planned Action project determination for a site-specific project application shall be based on the environmental analysis contained in the Planned Action EIS. The mitigation measures contained in Exhibit A of this Ordinance are based upon the findings of the Planned Action EIS and shall, along with the City's Unified Development Code, SMC Title 20, provide the framework the City will use to apply appropriate conditions on qualifying Planned Action projects within the Planned Action Area.



- B. Planned Action Project Designation.** Land uses and activities described in the Planned Action EIS, subject to the thresholds described in Section 3(C) of this Ordinance and the mitigation measures contained in Exhibit A of this Ordinance, are designated “Planned Action Projects” pursuant to RCW 43.21C.440. A development application for a site-specific project located within the Planned Action Area shall be designated a Planned Action Project if it meets the criteria set forth in Section 3(C) of this Ordinance and all other applicable laws, codes, development regulations, and standards of the City, including this Ordinance, are met.
- C. Planned Action Qualifications.** The Aurora Square Planned Action EIS analyzed the impacts associated with development in the Planned Action Area designated in Section 2 of this Ordinance. The EIS contains mitigation measures to adequately address impacts associated with this development up to the thresholds identified below. An individual development proposals or combination of Planned Action Projects that would exceed any of these thresholds and/or would alter the assumptions and analysis in the Planned Action EIS would not qualify as a Planned Action and may be subject to additional environmental review as provided in WAC 197-11-172. The following thresholds shall be used to determine if a site-specific development proposed within the Planned Action Area was contemplated as a Planned Action Project and has had its environmental impacts evaluated in the Planned Action EIS:

(1) Qualifying Land Uses.

(a) Planned Action Categories: A land use can qualify as a Planned Action Project land use when:

- i. it is within the Planned Action Area as shown in Exhibit C of this Ordinance;
- ii. it is within one or more of the land use categories studied in the EIS: residential (multi-family), retail, office, entertainment, and open space; and
- iii. it is listed in development regulations applicable to the zoning classifications applied to properties within the Planned Action Area.

A Planned Action Project may be a single Planned Action land use or a combination of Planned Action land uses together in a mixed-use development. Planned Action land uses may include accessory uses.

(b) Public Services: The following public services, infrastructure, and utilities can also qualify as Planned Actions: roads designed for the Planned Action, stormwater, utilities, parks, trails, and similar facilities developed consistent with the Planned Action EIS mitigation measures, City and special district design standards, critical area regulations, and the Shoreline Municipal Code.

**(2) Development Thresholds:**

(a) Land Use: The following thresholds of new land uses are contemplated by the Planned Action:

<b>Feature</b>	<b>Alternative 3</b>
Residential Units	1,000
Retail – Square Feet	250,000
Office – Square Feet	250,000

(b) Shifting development amounts between land uses in identified in Subsection 3(C)(2)(a) may be permitted when the total build-out is less than the aggregate amount of development reviewed in the Planned Action EIS; the traffic trips for the preferred alternative are not exceeded; and, the development impacts identified in the Planned Action EIS are mitigated consistent with Exhibit A of this Ordinance.

(c) Further environmental review may be required pursuant to WAC 197-11-172, if any individual Planned Action Project or combination of Planned Action Projects exceeds the development thresholds specified in this Ordinance and/or alter the assumptions and analysis in the Planned Action EIS.

**(3) Transportation Thresholds:**

(a) Trip Ranges and Thresholds. The number of new PM Peak hour and daily trips anticipated within the Planned Action Area and reviewed in the FEIS for 2035 are as follows:

	<b>Phased Alternative 3</b>	<b>Net Trips Alternative 3</b>
Inbound Trips	1,313	760
Outbound Trips	1,581	844
Total Trips	2,894	1,605

(b) Concurrency. All Planned Action Projects shall meet the transportation concurrency requirements and the Level of Service (LOS) thresholds established in SMC 20.60.140 Adequate Streets and 20.60.150 Adequate Access. Applicants shall be required to provide documentation that the project meets concurrency standards.

(c) Access and Circulation. All Planned Action Projects shall meet access and circulation standards established in SMC 20.60.150 Adequate Access. All Planned

Action Projects shall provide frontage improvements for public roadways and shall provide for a coordinated onsite circulation system per Exhibit A.

(d) The responsible City official shall require documentation by Planned Action Project applicants demonstrating that the total trips identified in Subsection 3(C)(3)(a) are not exceeded, that the project meets the concurrency and intersection standards of Subsection 3(C)(3)(b), and that the project has mitigated impacts consistent with Subsection 3(C)(3)(c).

(e) Discretion.

i. The responsible City official shall have discretion to determine incremental and total trip generation, consistent with the Institute of Traffic Engineers (ITE) Trip Generation Manual (latest edition) or an alternative manual accepted by the City's Public Works Director at his or her sole discretion, for each project permit application proposed under this Planned Action.

ii. The responsible City official shall have discretion to condition Planned Action Project applications to meet the provisions of this Planned Action Ordinance and the Shoreline Municipal Code.

iii. The responsible City official shall have the discretion to adjust the allocation of responsibility for required improvements between individual Planned Action Projects based upon their identified impacts.

(4) Elements of the Environment and Degree of Impacts. A proposed project that would result in a significant change in the type or degree of adverse impacts to any element(s) of the environment analyzed in the Planned Action EIS would not qualify as a Planned Action Project.

(5) Changed Conditions. Should environmental conditions change significantly from those analyzed in the Planned Action EIS, the City's SEPA Responsible Official may determine that the Planned Action Project designation is no longer applicable until supplemental environmental review is conducted.

#### **D. Planned Action Project Review Criteria.**

(1) The City's SEPA Responsible Official, or authorized representative, may designate as a Planned Action Project, pursuant to RCW 43.21C.440, a project application that meets ALL of the following conditions:

(a) the project is located within the Planned Action Area identified in Exhibit C of this Ordinance;

(b) the proposed uses and activities are consistent with those described in the Planned Action EIS and Subsection 3(C) of this Ordinance;



(c) the project is within the Planned Action thresholds and other criteria of Subsection 3(C) of this Ordinance;

(d) the project is consistent with the Shoreline Comprehensive Plan, the Aurora Square CRA Plan, and the Shoreline Municipal Code;

(e) the project's significant adverse environmental impacts have been identified in the Planned Action EIS;

(f) the project's significant impacts have been mitigated by application of the measures identified in Exhibit A of this Ordinance and other applicable City regulations, together with any conditions, modifications, variances, or special permits that may be required;

(g) the project complies with all applicable local, state and/or federal laws and regulations and the SEPA Responsible Official determines that these constitute adequate mitigation; and

(h) the project is not an essential public facility as defined by RCW 36.70A.200, unless the essential public facility is accessory to or part of a development that is designated as a Planned Action Project under this Ordinance.

(2) The City shall base its decision to qualify a project as a Planned Action Project on review of a standard SEPA Environmental Checklist form, unless the City later elects to develop a specialized form for this Planned Action, and review of the Planned Action Project submittal and supporting documentation, provided on City required forms.

#### **E. Effect of Planned Action Designation.**

(1) Designation as a Planned Action Project by the City's SEPA Responsible Official means that a qualifying project application has been reviewed in accordance with this Ordinance and found to be consistent with the development parameters and thresholds established herein and with the environmental analysis contained in the Planned Action EIS.

(2) Upon determination by the City's SEPA Responsible Official that the project application meets the criteria of Subsection 3(C) and 3(D) and qualifies as a Planned Action Project, the project shall not require a SEPA threshold determination, preparation of an EIS, or be subject to further review pursuant to SEPA. Planned Action Projects shall still be subject to all other applicable City, state, and federal regulatory requirements. The Planned Action Project designation shall not excuse a project from meeting the City's code and ordinance requirements apart from the SEPA process.

**F. Planned Action Project Permit Process.** Applications submitted for qualification as a Planned Action Project shall be reviewed pursuant to the following process:

(1) Development applications shall meet all applicable requirements of this Ordinance and the Shoreline Municipal Code in place at the time of the Planned Action Project application. Planned Action Projects shall not vest to regulations required to protect public health and safety.

(2) Applications for Planned Action Projects shall:

- (a) be made on forms provided by the City;
- (b) include a SEPA Environmental Checklist;
- (c) include a conceptual site plan pursuant to SMC 20.30.315 Site Development Permit; and
- (d) meet all applicable requirements of the Shoreline Municipal Code and this Ordinance.

(3) The City's SEPA Responsible Official shall determine whether the application is complete and shall review the application to determine if it is consistent with and meets all of the criteria for qualification as a Planned Action Project as set forth in this Ordinance.

(4) (a) If the City's SEPA Responsible Official determines that a proposed project qualifies as a Planned Action Project, he/she shall issue a "Determination of Consistency" and shall mail or otherwise verifiably deliver said Determination to the applicant; the owner of the property as listed on the application; and federally recognized tribal governments and agencies with jurisdiction over the Planned Action Project, pursuant to RCW 43.21C.440.

(b) Upon issuance of the Determination of Consistency, the review of the underlying project permit(s) shall proceed in accordance with the applicable permit review procedures specified in SMC Chapter 20.30 Procedures and Administration, except that no SEPA threshold determination, EIS, or additional SEPA review shall be required.

(c) The Determination of Consistency shall remain valid and in effect as long as the underlying project application approval is also in effect.

(d) Public notice and review for qualified Planned Action Projects shall be tied to the underlying project permit(s). If notice is otherwise required for the underlying permit(s), the notice shall state that the project qualifies as a Planned Action Project. If notice is not otherwise required for the underlying project permit(s), no special notice is required by this Ordinance.

(5) (a) If the City's SEPA Responsible Official determines that a proposed project does not qualify as a Planned Action Project, he/she shall issue a "Determination of Inconsistency" and shall mail or otherwise verifiably deliver said Determination to the applicant; the owner of

the property as listed on the application; and federally recognized tribal governments and agencies with jurisdiction over the Planned Action Project, pursuant to RCW 43.21C.440.

(b) The Determination of Inconsistency shall describe the elements of the Planned Action Project application that result in failure to qualify as a Planned Action Project.

(c) Upon issuance of the Determination of Inconsistency, the City's SEPA Responsible Official shall prescribe a SEPA review procedure for the non-qualifying project that is consistent with the City's SEPA regulations and the requirements of state law.

(d) A project that fails to qualify as a Planned Action Project may incorporate or otherwise use relevant elements of the Planned Action EIS, as well as other relevant SEPA documents, to meet the non-qualifying project's SEPA requirements. The City's SEPA Responsible Official may limit the scope of SEPA review for the non-qualifying project to those issues and environmental impacts not previously addressed in the Planned Action EIS.

(6) To provide additional certainty about applicable requirements, the City or applicant may request consideration and execution of a development agreement for a Planned Action Project, consistent with RCW 36.70B.170 et seq.

(7) A Determination of Consistency or Inconsistency is a Type A land use decision and may be appealed pursuant to the procedures established in Chapter 20.30 SMC. An appeal of a Determination of Consistency shall be consolidation with any pre-decision or appeal hearing on the underlying project application.

**Section 4. Mitigation Measures for the Aurora Square CRA Planned Action.** Any proposed project within the Planned Action Area must be consistent with the City's Unified Development Code, Title 20 and the mitigation measures set forth in Exhibit A, attached hereto.

**Section 5. Monitoring and Review of Planned Action.**

- A. The City shall monitor the progress of development in the Aurora Square CRA Planned Action area to ensure that it is consistent with the assumptions of this Ordinance, the Aurora Square CRA Plan, and the Planned Action EIS regarding the type and amount of development and associated impacts, and with the mitigation measures and improvements planned for the Aurora Square CRA.
- B. The Planned Action shall be reviewed by the SEPA Responsible Official no later than six (6) years from the effective date of this ordinance and every six (6) years thereafter. The reviews shall determine the continuing relevance of the Planned Action assumptions and findings with respect to environmental conditions in the Planned Action Area, the



impacts of development, and the effectiveness of required mitigation measures. Based upon this review, the City may propose amendments to this Planned Action or may supplement of review the Planned Action EIS.

**Section 6. Conflict.** In the event of a conflict between this Ordinance and any mitigation measures imposed thereto, any ordinance or regulation of the City, the provisions of this Ordinance shall control.

**Section 7. Severability.** Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

**Section 8. Effective Date of Publication.** A summary of this ordinance consisting of the title shall be published in the official newspaper and the ordinance shall take effect five (5) days after publication.

**Section 9. Expiration Date.** This Ordinance shall expire twenty (20) years from the date of adoption unless otherwise repealed or readopted by the City Council following a report from the Director of Planning and Community Development and a public hearing.

**PASSED BY THE CITY COUNCIL ON AUGUST 10, 2015.**

  
Shari Winstead  
Mayor

**ATTEST:**

  
Jessica Simulcik Smith  
City Clerk

**APPROVED AS TO FORM:**

  
Margaret King  
City Attorney

Date of Publication: August 13, 2015  
Effective Date: August 18, 2015

## **EXHIBIT A**

### **Planned Action Ordinance Mitigation Document Mitigation Required for Development Applications**

#### **1.0 MITIGATION MEASURES**

The Planned Action EIS has identified significant beneficial and adverse impacts that are anticipated to occur with the future development of the Planned Action Area, together with a number of possible measures to mitigate those significant adverse impacts. Please see Final EIS Chapter 1 Summary for a description of impacts, mitigation measures, and significant unavoidable adverse impacts.

A Mitigation Document is provided in this **Exhibit A** to establish specific mitigation measures based upon significant adverse impacts identified in the Planned Action EIS. The mitigation measures in this **Exhibit A** shall apply to Planned Action Project applications that are consistent with the Preferred Alternative range reviewed in the Planned Action EIS and which are located within the Planned Action Area (see **Exhibit C**).

Where a mitigation measure includes the words “shall” or “will,” inclusion of that measure in Planned Action Project application plans is mandatory in order to qualify as a Planned Action Project. Where “should” or “would” appear, the mitigation measure may be considered by the project applicant as a source of additional mitigation, as feasible or necessary, to ensure that a project qualifies as a Planned Action Project. Unless stated specifically otherwise, the mitigation measures that require preparation of plans, conduct of studies, construction of improvements, conduct of maintenance activities, etc., are the responsibility of the applicant or designee to fund and/or perform.

Any and all references to decisions to be made or actions to be taken by the City’s SEPA Responsible Official may also be performed by the City’s SEPA Responsible Official’s authorized designee.

#### **1.1 Land Use/Light and Glare**

As part of land use permit review, the City shall evaluate site development permits to consider the siting, design, and orientation of new uses relative to existing surrounding land uses in R-4, R-6 or R-8 zones, and may condition proposals to direct uses with the potential for producing noise away from sensitive receptors in those zones. The Planning and Community Development Director or designee may consider the maximum environment noise levels found in WAC 173-60-040 and application of the City’s General Development Standards in Chapter 20.50 to condition proposals.

## 1.2 Transportation

### Frontage Improvements

When a property redevelops and applies for permits, frontage improvements (or in-lieu contributions) and right-of-way dedications if needed are required by the City of Shoreline Municipal Code (SMC 20.70). If right-of-way (or an easement) is needed, it also would be required/dedicated by the development to the City. The City has developed specific cross sections for City streets describing the travel lanes, sidewalk widths, bicycle facilities, and on-street parking. As part of the Aurora Square Planned Action EIS, customized designs were developed for 160th Street, Westminster Way N, N 155th Street, and Aurora Avenue N (see Draft EIS Appendix B and staff reports to City Council regarding Westminster Way). The Aurora Square CRA frontage improvements are described in detail under Draft EIS Section 3.3. Other frontage improvements would follow the City's standard designs (e.g. west and south borders with Dayton, Fremont, and 155th along WSDOT area). The projects are identified in Table A-1 and Figure A-1.

Planned Action applicants may request and the City may consider a fee-in-lieu for some or all of the frontage improvements that are the responsibility of the property owner through the execution of a voluntary agreement (pursuant to RCW 82.02.020) or other instrument deemed acceptable to the City and applicant. The City may approve the fee-in-lieu agreement if the City finds the fee in lieu approach to be in the public interest, such as having the frontage completed in a more consistent or complete manner in combination with other properties at a later date.

As part of a voluntary agreement (pursuant to RCW 82.02.020) or other instrument deemed acceptable to the planned action applicant or City, the City may reduce the share of cost of the frontage improvements otherwise due to a Planned Action property, such as if Planned Action applicants implement high priority street improvements in place of lower priority improvements, either along their frontage, or offsite, as described in Table A-1 and illustrated in Figure A-1, or implement a greater length of a lower priority project, or meet other objectives that advance the CRA.

**Table A-1. Renewal Priority of Aurora Square CRA Transportation Improvements**

The Shoreline City Council designated the 70+ acre Aurora Square area as a Community Renewal Area (CRA) where economic renewal would clearly deliver multifaceted public benefits. Now that the CRA and Renewal Plan is established, the City is empowered to partner with private enterprise to encourage 21st century renewal. Master planning identified a number of projects that the City of Shoreline can accomplish on its own or in partnership with developers. The transportation improvements identified through the Planned Action EIS process are prioritized below to reflect the value of these improvements for economic renewal of the Aurora Square CRA.

No.	Project	Limits	Renewal Priority	Description
1	Rechannelization of N 160th St bordering CRA	Dayton Ave N to Aurora Ave N	High	Planned restriping to a 3-lane section with bicycle lanes in 2015 is high priority and will create better access to Aurora Square by vehicles, pedestrians, and cyclists.
2	N 160th St Intersection	Midblock on N 160th St	High	Improvements would provide a gateway entrance on N 160th St for Aurora Square and a midblock pedestrian crossing. Most effectively done when the Sears property redevelops and only if traffic volumes warrant. Note requirement for traffic study.



No.	Project	Limits	Renewal Priority	Description
3	Aurora Avenue N	Aurora Interurban Bridge to N 160th St	High	Provide a cycle connection from the Interurban Trail to the new N 160th St bike lane along the section of Westminster Way N vacated after the N 157th St road connection is constructed.
4	Westminster Way N (North)	N 155th St to N 160th St	High	Envisioned as a project in the Aurora Square CRA Renewal Plan, reworking Westminster Way N in this section provides a more pedestrian and bicycle friendly section with street parking that can help unite the small triangle property to the rest of Aurora Square. Most effectively completed with the redevelopment of the triangle property.
5	Construct N 157th St	Westminster Way N to Aurora Ave N	High	New street connection makes Westminster between 155th and 157th pedestrian and cycle-friendly, creates a better entrance to Aurora Square, connects the triangle property to the rest of Aurora Square, and provides on street parking for future retail. Most effectively completed with the redevelopment of the triangle property.
6	Intersection at N 155th St and Westminster Way N	Westminster Way N to Aurora Ave N	High	Improves the main vehicle intersection and increases safety for pedestrians. Includes improvements to the section of N 155th St between Westminster Way N and Aurora Ave N. Most effectively done at one time and in conjunction with the redevelopment of the Sears property.
7	Westminster Way N (South)	N 155th St to Fremont Ave N	Low	Frontage improvements provide little support of renewal efforts in this location.
8	Fremont Ave N	Westminster Way N to N 155th St	Low	Frontage improvements provide little support of renewal efforts in this location.
9	N 155th St (West)	Fremont Ave N to Dayton Ave N	Low	Frontage improvements provide little support of renewal efforts in this location.
10	Dayton Ave N	N 155th St to N 160th St	Low	Frontage improvements provide little support of renewal efforts in this location.
11	Cycle Track along N 160th St bordering CRA	Dayton Ave N to Aurora Ave N	Low	The cycle track proposed for improved connectivity between the Interurban Trail and Shoreline Community College ideally will be completed in conjunction with improvements to the West N 160th St project. The cycle track will likely require the City to secure matching grants and the property owners to dedicate ROW.

**Aurora Square CRA Planned Action EIS Transportation Project Priorities**

**High Renewal Priority**

**Low Renewal Priority**

Projects 1, 2 and 11

Project 3

Project 4

Project 5

Project 6

Project 7

Project 8

Project 9

Project 10

Shoreline

Palatine Ave N

Greenwood Ave N

Dayton Ave N

Westminster Way N

Fremont Ave N

North Park Ave N

Lincoln Ave N

Whitman Ave N

N 163rd St

N 161st Pl

N 160th St

N 158th Pl

N 157th Ct

N 156th Ct

N 155th St

N 150th St

N 149th St

N 148th St

N 145th Ln

0 562ft

(C) 2008 King County

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Date: 1/26/2015 Source: King County IMAP - Property Information (<http://www.metrokc.gov/GIS/IMAP>)

**King County**

**N 160th St Intersection Access Improvements**

Preliminary CRA plans include a new north/south internal street that will form the primary connection between Westminster Way N and N 160th Street. This north/south internal street would add a new intersection at N 160th Street. Planned Action applicants shall analyze the traffic operations of the new intersection and may be required by the City to construct a signal at the new intersection if signal warrants are met. The methods and approach to the analysis shall be consistent with SMC 20.60.140 Adequate Streets.

**Parking Management**

Planned Action applicants shall prepare and submit a parking management plan to the city for review and approval prior to approval of necessary land use and building permits.

Said parking management plan shall be in place prior to the occupancy of the development.

The plan shall:

1. Describe relationship of the parking management plan to the overall center plan, including how the proposed parking fits into the overall access and mobility plans for the center.
2. Address parking comprehensively for the range of users and times of day:
  - A. Encourage shared parking among neighboring businesses and document shared parking agreements and conditions consistent with the Shoreline Municipal Code.
  - B. Demonstrate the requested supply of parking for the mix and range of uses will meet the demand for parking at different times and for different events consistent with the Shoreline Municipal Code.
  - C. Take into account the parking patterns for different user groups in the center —employees, customers, and residents — throughout the course of the day.
  - D. Address freight and truck access and parking.
  - E. Be attentive to workers, customers and visitors traveling to the center by modes other than automobile, such as bicycle and transit.
  - F. Design parking facilities to accommodate pedestrian movement, including safety and security.
  - G. Take into account any traffic control management programs, such as parking restrictions during peak commuting periods.
  - H. Develop parking strategies for special events or for infrequent peak demands.
3. Establish goals and objectives for parking — to support short-term and long-term development plans for the center, during construction and post-construction.
4. Include measures to ensure parking is shared, reduce drive alone commute trips, and prevent parking from being used by commuters to other adjacent sites or as an unsanctioned park and ride lot. Such measures could include:
  - A. Establishing a parking manager to manage site parking
  - B. Charging for daytime parking



- C. Validating parking
  - D. Providing a segmented parking garage or facility so that some parking is reserved for certain uses at certain times of day
  - E. Reserve areas for short-term parking by customers and visitors
  - F. Allow non-peak shared parking (e.g. office parking used for retail parking on nights and weekends)
5. Identify wayfinding measures, such as signage directing visitors and customers to parking facilities, electronic signage with parking availability information, mobile phone applications, or other measures.
6. Provide contingency measures such as monitoring, enforcement, and other adaptive management techniques to promote access to parking onsite and avoid parking encroachment into adjacent neighborhoods.

### **1.3 Stormwater**

The City shall apply the stormwater management manual in effect at the time of proposal application. As of 2015, the City of Shoreline is evaluating options for regional flow control facilities in the vicinity of the study area. Creating a downstream regional flow control facility to serve the study area, if pursued by the City, would require additional study and analysis to verify feasibility, preparation of regional facility basin plan for review by Ecology, environmental analysis and permitting, and final design and construction. If a regional flow control facility is approved by the City, an applicant may request or the City may condition development to pay a fee based on the area of new and replaced impervious surface subject to Minimum Requirement 7 in the 2012 stormwater management manual for Western Washington published by the Washington Department of Ecology or equivalent requirement in place at the time of application.

### **1.4 Sewer and Water**

#### **Sewer**

The sewer service provider agency may assume control of private sewer mains larger than 6 inches that are proposed or required to be replaced, upgraded, or relocated within the Aurora Square CRA.

#### **Water**

The current water system infrastructure and supply are able to meet the additional residential and employment need. The water mains inside the study area are owned privately, and there would need to be coordination if the privately owned water mains need to be extended, replaced, or altered. The water service provider or the City of Shoreline may require extension, replacement, upgrade, or relocation of water mains to serve proposals to meet adopted standards of service.

### **1.5 Schools and Parks**

#### **Parks**

The City's commercial site design standards at SMC 20.50.240 Site Design, Subsection F, require public places within commercial portions of development. Applicants may propose or the City may require

consolidation or reconfiguration of required public space to advance the adopted Aurora Square CRA Renewal Plan or in order to optimize the provisions of SMC 20.50.240 Site design where mixed commercial and residential uses are proposed.

To redirect a portion of the onsite open space towards a more centrally located public space within or adjacent to the Aurora Square property, the City may allow up to fifty percent (50%) of the private recreation space required in SMC 20.50.240 to be: 1) accomplished offsite as approved by the Planning and Community Development Director; or 2) a fee-in-lieu (proportionate to the cost of the space if it were built onsite) through a negotiated voluntary agreement.

### **Schools**

As of 2015, the City of Shoreline does not charge school impact fees. The Shoreline School District is preparing a Capital Facilities Plan as of 2015, which may be the basis for charging impact fees in the future. The City shall apply regulations in place at the time of application, including subsequently adopted impact fees, where applicable.

## **2.0 CODE REQUIREMENTS – ADVISORY NOTES**

The EIS identifies specific regulations that act as mitigation measures. These are summarized below by EIS topic. All applicable federal, state, and local regulations shall apply to Planned Actions. Planned Action applicants shall comply with all adopted regulations where applicable including those listed in the EIS and those not included in the EIS.

### **2.1 Land Use**

- All new development of specific parcels will be subject to SMC Chapter 20.40 which sets forth the permitted uses and activities for the zoning district in which the CRA is located.
- SMC 20.50.020: Contains design guidelines, development dimensions, standards, and conditions for development within areas covered by the MB zoning designation. These design guidelines and development standards include site coverage and height as well as setback requirements.
- SMC 20.50.021: Addresses transition standards where development within MB zones abuts single family districts. Development standards include additional setbacks, building offsets, and heights.
- SMC 20.50.180: Addresses building orientation and scale.
- SMC 20.50.205: Addresses light standards including avoiding light trespass.
- SMC 20.50.240: Contains commercial site design guidelines including site frontage, rights-of-way lighting, corner sites, site walkways, public places, multifamily open space, outdoor lighting, service areas, and mechanical equipment.

### **2.2 Light and Glare**

- SMC 20.50.021: Addresses transition standards where development within MB zones abuts single family districts. Development standards include additional setbacks, building offsets, and heights.
- SMC 20.50.180: Addresses building orientation and scale.

- SMC 20.50.205: Addresses light standards including avoiding light trespass. For example, a lamp or bulb light source installed on commercial property and visible from any residential property must be shielded such that the light source is no longer directly visible. This provision also excludes certain types of lighting (e.g. search lights, laser lights, strobe lights, etc.).
- SMC 20.50.240(H): Contains commercial guidelines for outdoor lighting including pole heights for parking and pedestrian lights and shielding of fixtures to prevent direct light from entering neighboring property.
- SMC 20.50.250: Addresses commercial building design including building articulation, materials, modulation, and facade treatments.
- SMC 20.50.540(G): Addresses sign area, heights, types, illumination, and number of maximum allowable signs.

Development in the analysis area would be subject to the City's existing design review process and would be required to comply with all applicable urban design principles.

In addition to design review and the application of design guidelines, development in the MB zone would be required to comply with all applicable development regulations contained in the Shoreline Zoning Code.

## **2.3 Transportation**

### **Frontage Improvements**

When a property redevelops and applies for permits, frontage improvements (or in-lieu contributions) and right-of-way dedications if needed are required by the City of Shoreline Municipal Code (SMC 20.70). If right-of-way (or an easement) is needed, it also would be required/dedicated by the development to the City. See Section 2.0 for mitigation measure requirements on how the City's specific frontage proposals are to be implemented in the Aurora Square CRA.

### **Concurrency**

Future proposals would meet the transportation concurrency requirements and the Level of Service (LOS) thresholds established in SMC 20.60.140 Adequate Streets.

### **Impact Fees**

The City of Shoreline adopted Transportation Impact Fees effective January 1, 2015 per Shoreline Municipal Code (SMC) Chapter 12.40. Payment of the Transportation Impact Fees is designed to mitigate city-wide transportation impacts that will result from residential and non-residential growth within Shoreline. As new development occurs within the CRA, each development would be assessed a per trip fee based on the number of new trips added to the street network.

### **Commute Trip Reduction**

The City has adopted a Commute Trips Reduction Program (SMC 14.10) consistent with State Requirements under RCW 70.94.527.



**Internal Pedestrian Access**

Chapter 20.60.150 of the SMC requires new development to provide pedestrian facilities that connect street right-of-way to building entrances, safe access to parking areas, and connections connecting commercial developments. As part of its development review process, the City will ensure the implementation of these requirements to encourage walking and transit use.

**2.4 Stormwater**

- Stormwater management is regulated by federal, state, and local laws and ordinances. This section provides an overview of the key regulations and policies that relate to stormwater management and stormwater impacts.
- The Federal Clean Water Act governs the discharge of pollutants into the waters of the United States and regulates water quality standards for surface water. The discharge of any pollutant from a point source into navigable waters without a proper permit is unlawful, under the act; therefore, the NPDES permit program controls these discharges. Ecology, under RCW 90.48 is the permitting agency for NPDES permits in the state of Washington.
- Under Federal Law, Section 401, any activity requiring a Section 404 permit (placement of fill or dredging within waters of the United States) or a Section 10 permit (placing a structure within the waters of the United States) which may result in any discharge into the navigable waters of the United States must obtain a certification from the state certifying that such discharge will comply with the applicable provisions of the Clean Water Act. Ecology, under chapter RCW 90.48, is the certifying agency for Section 401 permits.
- Ecology is responsible for implementing and enforcing surface water quality regulations in Washington State. The current water quality standards are established in state regulations (WAC 173-201A). General requirements for stormwater management are contained in the *NPDES Phase II Western Washington Municipal Stormwater Permit*. Specific guidance for achieving stormwater management standards for development and redevelopment projects is provided by Ecology in the *Stormwater Management Manual for Western Washington (SMMWW)*. The SMMWW identifies minimum requirements for development and redevelopment projects of all sizes and provides guidance on implementation of BMPs to achieve these requirements. As part of compliance with the *NPDES Phase II Western Washington Municipal Stormwater Permit*, Ecology's regulations require local agencies to adopt stormwater treatment regulations. Many local agencies, including the City of Shoreline, have chosen to adopt the SMMWW rather than develop a similar but unique set of regulations.
- The SMMWW includes requirements and recommended BMPs for managing stormwater runoff during the construction phase. However, if project construction would disturb more than 1 acre of ground and would discharge stormwater to surface waters, redevelopment projects within the study area would require coverage under the *NPDES Construction Stormwater General Permit*. Coverage under this general permit requires submitting an application to Ecology. The permit requires implementing BMPs and performing monitoring activities to minimize construction-related impacts to water quality.
- Local laws require stormwater discharges to meet water quality and flow control standards. Through Shoreline Municipal Code (SMC) 13.10, the City has adopted the most recent version of the

SMMWW published by the Washington State Department of Ecology. The most recent version of the SMMWW was published in August 2012.

## **2.5 Water and Sewer**

- SPU design standards indicate that fire flow is determined based on the City's Fire Code and considered when issuing Water Availability Certificates. SPU will determine availability of services at the time of development (i.e. Certificates of Availability).
- Shoreline implements Chapter 20.60 SMC, Adequacy of Public Facilities, and requires adequate sewer systems, water supply and fire protection. Shoreline also implements Chapter 13.05 SMC, Water and Sewer Systems Code, and applies King County codes and standards.
- Currently, new development is required to pay a general facilities fee by the wastewater facility provider. Fees in place at the time of application will apply.

## **2.6 Parks**

- In SMC 20.50.240 Site Design, Subsection G, the City requires multifamily open space at a rate of 50 square feet per dwelling unit and a minimum of 800 square feet.
- The City's commercial site design standards at SMC 20.50.240 Site Design, Subsection F, require public places within commercial portions of development at a rate of four square feet of public place per 20 square feet of net commercial floor area up to a public place maximum of 5,000 square feet.

## **2.7 Hazardous Materials**

- New development will be subject to City codes for handling hazardous materials, including but not limited to applicable provisions of SMC 13.14 and SMC 15.05. New development will also be subject to State and Federal hazardous materials regulations. Based on applicable laws, applicants shall provide the City with an Environmental Assessment in regards to hazardous soils, substances, and materials on site.

## **3.0 PUBLIC AGENCY ACTIONS AND COMMITMENTS**

Under some elements of the Planned Action EIS, specific City or other agency actions are identified. Generally, incorporation of these actions is intended to provide for implementing regulations and infrastructure investments in order to document pending City actions; to establish a protocol for long-term measures to provide for coordination with other agencies; or to identify optional actions that the City may take to reduce impacts. These actions are listed below in Table A-2.

Actions identified as "Proposed Concurrent Actions" refer to legislative actions proposed for adoption together with the Preferred Alternative. Longer term and other agency actions will occur in the future, depending on need. The projected timeframe and responsible departments are identified and will be used in monitoring the implementation of this Ordinance.

Table A-2 will be used in the monitoring process established in Section 5 of this Ordinance.

**Table A-2**  
**Public Agency Mitigation Measures**

Mitigation Measures	Proposed Synchronous Amendments	Short Term: Next Comp Plan Amendment Cycle or within 5 years	Long Term	Other Agency	Estimated Year of Implementation and Responsible Department
Municipal Code Amendments; Sign Code and Noise Standards (time of day).	X			City	2015
Evaluation of Other Potential Mitigation for Transportation: Consultation and coordination with CRA property owners on additional left-turn capacity for northbound traffic on Aurora Avenue N (see DEIS page 2-65) and integration into Comprehensive Plan and/or CRA Planned Action.		X		City	Monitor. Consider implementation strategies with next Comprehensive Plan Update (approximately 2037) or within 5 years (2020).
Integration of Roadway and Stormwater Capital Projects into City Capital Facility Plan and Capital Improvement Program		X		City	2015 concurrent with budget; or next annual amendment process.
School District Capital Facility Plan		X		Shoreline School District	Process is underway in 2015. City may address in future Comprehensive Plan amendment cycle. District and City to consider impact fees as appropriate.



**ORDINANCE NO. 712 - Exhibit A**

**Sign Code Development Regulations – Aurora Square CRA**

**SMC 20.50.532 Permit required.**

E. Applications for property located within the Aurora Square Community Renewal Area, as defined by Resolution 333, shall be subject to SMC 20.50.620.

**SMC 20.50.620 Aurora Square Community Renewal Area Sign Standards.**

**A. Purpose.** The purposes of this subsection are:

1. To provide standards for the effective use of signs as a means of business identification that enhances the aesthetics of business properties and economic viability.
2. To provide a cohesive and attractive public image of the Aurora Square Community Renewal Area lifestyle center.
3. To protect the public interest and safety by minimizing the possible adverse effects of signs.
4. To establish regulations for the type, number, location, size, and lighting of signs that are complementary with the building use and compatible with their surroundings.

**B. Location Where Applicable.** Map 20.50.620.B illustrates the Aurora Square CRA where the Sign Standards defined in this subsection apply.

Map 20.50.620.B—Aurora Square CRA

**C. Definitions.** The following definitions apply to this subsection:

<b><u>CRA</u></b>	<u>Aurora Square Community Renewal Area, as defined by Resolution 333, the Aurora Square Community Renewal Area Plan, and SMC 20.50.620.B Map.</u>
<b><u>CRA Building-Mounted Sign</u></b>	<u>A sign permanently attached to a building, including flush-mounted, projecting, awning, canopy, or marquee signs. Under-awning or blade signs are regulated separately.</u>
<b><u>CRA Monument Sign</u></b>	<u>A freestanding sign with a solid-appearing base under at least 75 percent of sign width from the ground to the base of the sign or the sign itself may start at grade. Monument signs may also consist of cabinet or channel letters mounted</u>

	<u>on a fence, freestanding wall, or retaining wall where the total height of the structure meets the limitations of this code.</u>
<b><u>CRA Pylon Sign</u></b>	<u>A freestanding sign with a visible support structure or with the support structure enclosed with a pole cover.</u>
<b><u>CRA Lifestyle Center</u></b>	<u>That portion of the Aurora Square CRA envisioned in the CRA Renewal Plan as inter-related retail, service, and residential use.</u>
<b><u>CRA Lifestyle Frontage</u></b>	<u>That sections of the streets that directly serves and abuts the CRA Lifestyle Center. The three CRA Lifestyle Frontages are on portions of N 160<sup>th</sup> St, Westminster Way N, and Aurora Ave N.</u>
<b><u>CRA Signage Design Guidelines</u></b>	<u>The set of design standards adopted by the City that specifies the common name, logo, taglines, fonts, colors, and sign standards used throughout the CRA Lifestyle Center.</u>
<b><u>CRA Under-Awning Sign</u></b>	<u>A sign suspended below a canopy, awning or other overhanging feature of a building.</u>
<b><u>CRA Way-finding Sign Post</u></b>	<u>A sign with multiple individual panels acting as directional pointers that are suspended from a freestanding post.</u>
<b><u>Electronic Message Center (EMC)</u></b>	<u>A sign with a programmable, changeable digital message.</u>
<b><u>Portable Sign</u></b>	<u>A sign that is readily capable of being moved or removed, whether attached or affixed to the ground or any structure that is typically intended for temporary display.</u>
<b><u>Temporary Sign</u></b>	<u>A sign that is only permitted to be displayed for a limited period of time, after which it must be removed.</u>
<b><u>Window Sign</u></b>	<u>A sign applied to a window or mounted or suspended directly behind a window.</u>



**D. Permit Required.**

1. Except as provided in this subsection, no permanent sign may be constructed, installed, posted, displayed or modified without first obtaining a sign permit approving the proposed sign's size, design, location, display, and, where applicable, adherence to the CRA Signage Design Guidelines.

2. No permit is required for normal and ordinary maintenance and repair, and changes to the graphics, symbols, or copy of a sign, without affecting the size, structural design or height. Exempt changes to the graphics, symbols or copy of a sign must meet the standards defined herein.

3. All CRA pylon, CRA monument, and CRA wayfinding signs shall conform to the CRA Signage Design Guidelines. For all other types of signs, if an applicant seeks to depart from the standards of this subsection, the applicant must receive an administrative design review approval under SMC 20.30.297.

4. The City reserves the right to withhold sign permits and to assess the property owner up to one hundred dollars per day for failure to install the signs indicated herein by September 1, 2017.

**E. Sign Design.**

1. Sight Distance. No sign shall be located or designed to interfere with visibility required by the City of Shoreline for the safe movement of pedestrians, bicycles, and vehicles.

2. Private Signs on City Right-of-Way. No private signs shall be located partially or completely in a public right-of-way unless a right-of-way permit has been approved consistent with Chapter 12.15 SMC and is allowed under SMC 20.50.540 through 20.50.610.

3. Sign Copy Area. Calculation of sign area shall use rectangular areas that enclose each portion of the signage such as words, logos, graphics, and symbols other than non-illuminated background. Sign area for signs that project out from a building or are perpendicular to street frontage are measured on one side even though both sides can have copy.

4. Building Addresses. Building addresses should be installed on all buildings consistent with SMC 20.70.250(C) and will not be counted as sign copy area.

5. Materials and Design. All signs, except temporary signs, must be constructed of durable, maintainable materials. Signs that are made of materials that deteriorate

quickly or that feature impermanent construction are not permitted for permanent signage. For example, plywood or plastic sheets without a sign face overlay or without a frame to protect exposed edges are not permitted for permanent signage.

6. CRA Signage Design Guidelines. Design and content of the CRA Pylon, CRA Monument, and CRA Wayfinding Sign Posts shall conform to the CRA Signage Design Guidelines. In addition, all other permanent or temporary signage or advertising displaying the common name, logo, colors, taglines, or fonts of the CRA Lifestyle Center shall comply with the CRA Signage Design Guidelines.

7. Illumination. Where illumination is permitted per Table 20.50.620.E7 the following standards must be met:

- a. Channel lettering or individual backlit letters mounted on a wall, or individual letters placed on a raceway, where light only shines through the copy.
- b. Opaque cabinet signs where light only shines through copy openings.
- c. Shadow lighting, where letters are backlit, but light only shines through the edges of the copy.
- d. Neon signs.
- e. All external light sources illuminating signs shall be less than six feet from the sign and shielded to prevent direct lighting from entering adjacent property.
- f. EMC messages shall be monochromatic. EMCs shall be equipped with technology that automatically dims the EMC according to light conditions, ensuring that EMCs do not exceed 0.3 foot-candles over ambient lighting conditions when measured at the International Sign Association's recommended distance, based on the EMC size. EMC message hold time shall be ten (10) seconds with dissolve transitions. 10% of each hour shall advertise civic, community, educational, or cultural events.
- g. Building perimeter/outline lighting is allowed for theaters only.



Individual backlit letters (left image), opaque signs where only the light shines through the copy (center image), and neon signs (right image).

#### 8. Sign Specifications.

<b><u>Table 20.50.620.E.8 Sign Dimensions</u></b>	
<b><u>CRA MONUMENT SIGNS</u></b>	
<u>Maximum Sign Copy Area</u>	<u>100 square feet. The Monument Sign must be double-sided if the back of the sign is visible from the street.</u>
<u>Maximum Structure Height</u>	<u>Eight (8) feet.</u>
<u>Maximum Number Permitted</u>	<u>Two (2) per driveway.</u>
<u>Sign Content</u>	<u>At least 50% of the Sign Copy Area shall be used to identify the CRA Lifestyle Center. Individual business names, if shown, shall not include logos and shall be a single common color conforming to the CRA Signage Design Guidelines.</u>
<u>Location</u>	<u>At any driveway to a CRA Lifestyle Frontage.</u>
<u>Illumination</u>	<u>Permitted.</u>
<u>Mandatory Installation</u>	<u>At least one (1) monument sign shall be installed at each of three (3) vehicle entries to the CRA Lifestyle Center by September 1, 2017. An extension of up to one (1) year can be granted by the City Manager to accommodate active or planned construction at or near the vehicle entrance.</u>



<b><u>CRA WAY-FINDING SIGN POSTS</u></b>	
<u>Maximum Sign Copy Area</u>	<u>Two (2) square feet per business name; no limit on number of businesses displayed.</u>
<u>Maximum Structure Height</u>	<u>Ten (10) feet.</u>
<u>Maximum Number Permitted</u>	<u>No limit.</u>
<u>Sign Content</u>	<u>Individual business names shall not include logos and shall be in a single common color conforming to the CRA Signage Design Guidelines.</u>
<u>Location</u>	<u>Anywhere in the CRA Lifestyle Center.</u>
<u>Illumination</u>	<u>Not permitted.</u>
<u>Mandatory Installation</u>	<u>At least twelve (12) CRA Way-finding Sign Posts shall be installed in the CRA Lifestyle Center by September 1, 2017. An extension of up to one (1) year can be granted by the City Manager to accommodate active or planned construction within the center.</u>
<b><u>CRA PYLON SIGN</u></b>	
<u>Maximum Sign Copy Area</u>	<u>300 square feet.</u>
<u>Maximum Structure Height</u>	<u>25 feet.</u>
<u>Maximum Number Permitted</u>	<u>Three (3) pylon signs are allowed.</u>
<u>Sign Content</u>	<u>At least 25% of the Sign Copy Area shall be used for identification of the CRA Lifestyle Center. Up to 50% of the Sign Copy Area may be used for a monochromatic Electronic Message Center (EMC). Individual business names, if shown, shall not include logos but may include any color.</u>
<u>Location</u>	<u>One sign can be located on each of the CRA Lifestyle Frontages that are directly across from properties with Mixed Business (MB) zoning.</u>

<u>Illumination</u>	<u>Permitted.</u>
<u>Mandatory Installation</u>	<u>Three (3) CRA Pylon Signs shall be installed by July 1, 2017. An extension of up to one (1) year can be granted by the City Manager to accommodate active or planned construction at or near the pylon locations.</u>
<b><u>CRA BUILDING-MOUNTED SIGN</u></b>	
<u>Maximum Sign Copy Area</u>	<u>Maximum sign area shall not exceed 15% of the tenant fascia or a maximum of 500 square feet, whichever is less.</u>
<u>Maximum Structure Height</u>	<u>Not limited. Projecting, awning, canopy, and marquee signs (above awnings) shall clear sidewalk by nine feet and not project beyond the awning extension or eight feet, whichever is less. These signs may project into public rights-of-way, subject to City approval.</u>
<u>Number Permitted</u>	<u>The sign area per business may be distributed into multiple signs provided that the aggregate sign area is equal to or less than the maximum allowed sign area.</u>  <u>Maximum of one projecting sign per tenant, per fascia. Maximum sign area of projecting shall not exceed 10 percent of tenant's allotted wall sign area.</u>
<u>Illumination</u>	<u>Permitted.</u>
<b><u>CRA UNDER-AWNING SIGNS</u></b>	
<u>Maximum Sign Copy Area</u>	<u>12 square feet.</u>
<u>Minimum Clearance from Grade</u>	<u>Eight (8) feet.</u>
<u>Maximum Structure Height</u>	<u>Not to extend above or beyond awning, canopy, or other overhanging feature of a building under which the sign is suspended. Signs may project into the public right-of-way subject to City approval.</u>
<u>Number Permitted</u>	<u>One (1) per business entrance.</u>
<u>Illumination</u>	<u>External only.</u>

9. Window Signs. Window signs are permitted to occupy maximum 25 percent of the total window area. Window signs are exempt from permit if non-illuminated and do not require a permit under the building code.

10. A-Frame Signs. A-frame, or sandwich board, signs are exempt from permit but subject to the following standards:

- a. Maximum two signs per business;
- b. Must contain the business' name and may be located on the City right-of-way in any of the CRA Lifestyle Frontages;
- c. Cannot be located within the required clearance for sidewalks and internal walkways as defined for the specific street classification or internal circulation requirements;
- d. Shall not be placed in landscaping, within two feet of the street curb where there is on-street parking, public walkways, or crosswalk ramps;
- e. Maximum two feet wide and three feet tall, not to exceed six square feet in area;
- f. No lighting of signs is permitted;
- g. All signs shall be removed from display when the business closes each day; and
- h. A-frame/sandwich board signs are not considered structures.

#### **F. Prohibited Signs.**

- 1. Spinning devices; flashing lights; searchlights, or reader board signs. Traditional barber pole signs allowed.
- 2. Portable signs, except A-frame signs as allowed by SMC 20.50.660(I).
- 3. Outdoor off-premises advertising signs (billboards).
- 4. Signs mounted on the roof.
- 5. Inflatables.
- 6. Signs mounted on vehicles.



**G. Nonconforming Signs.**

1. All pylon signs in the CRA Lifestyle Center existing at the time of adoption of this subsection are considered nonconforming and shall be removed by September 1, 2017. The City reserves the right to assess the property owner up to one hundred dollars per day for failure to remove nonconforming signs as indicated.

2. Nonconforming signs shall not be altered in size, shape, height, location, or structural components without being brought to compliance with the requirements of this Code. Repair and maintenance are allowable, but may require a sign permit if structural components require repair or replacement.

3. Electronic changing message (EMC) or reader boards may not be installed in existing, nonconforming signs without bringing the sign into compliance with the requirements of this code.

**H. Temporary Signs.**

1. General Requirements. Certain temporary signs not exempted by SMC 20.50.610 shall be allowable under the conditions listed below. All signs shall be nonilluminated. Any of the signs or objects included in this section are illegal if they are not securely attached, create a traffic hazard, or are not maintained in good condition. No temporary signs shall be posted or placed upon public property unless explicitly allowed or approved by the City through the applicable right-of-way permit. Except as otherwise described under this section, no permit is necessary for allowed temporary signs.

2. Temporary On-Premises Business Signs. Temporary banners are permitted to announce sales or special events such as grand openings, or prior to the installation of permanent business signs. Such temporary business signs shall:

a. Be limited to one sign for businesses under 10,000sf, two signs for businesses larger than 10,000sf but smaller than 40,000sf, and three signs for businesses larger than 40,000sf;

b. Be limited to 100 square feet in area;

c. Not be displayed for a period to exceed a total of 60 calendar days effective from the date of installation and not more than four such 60-day periods are allowed in any 12-month period; and

d. Be removed immediately upon conclusion of the sale, event or installation of the permanent business signage.

3. Construction Signs. Banner or rigid signs (such as plywood or plastic) identifying the architects, engineers, contractors or other individuals or firms involved with the construction of a building or announcing purpose for which the building is intended. Total signage area for both new construction and remodeling shall be a maximum of 32 square feet. Signs shall be installed only upon City approval of the development permit, new construction or tenant improvement permit and shall be removed within seven days of final inspection or expiration of the building permit.

4. Feather flags and pennants when used to advertise city-sponsored or CRA Lifestyle Center community events.

5. Pole banner signs that identify the CRA Lifestyle Center.

6. Temporary signs not allowed under this section and which are not explicitly prohibited may be considered for approval under a temporary use permit under SMC 20.30.295 or as part of administrative design review for a comprehensive signage plan for the site.

**I. Exempt Signs.** The following are exempt from the provisions of this chapter, except that all exempt signs must comply with SMC 20.50.540(A), Sight Distance, and SMC 20.50.540(B), Private Signs on City Right-of-Way:

1. Historic site markers or plaques and gravestones.

2. Signs required by law, including but not limited to:

a. Official or legal notices issued and posted by any public agency or court; or

b. Traffic directional or warning signs.

3. Plaques, tablets or inscriptions indicating the name of a building, date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, not illuminated, and do not exceed four square feet in surface area.

4. Incidental signs, which shall not exceed two square feet in surface area; provided, that said size limitation shall not apply to signs providing directions, warnings or information when established and maintained by a public agency.

5. State or Federal flags.

6. Religious symbols.

7. The flag of a commercial institution, provided no more than one flag is permitted per business; and further provided, the flag does not exceed 20 square feet in surface area.

8. Neighborhood identification signs with approved placement and design by the City.

9. Neighborhood and business block watch signs with approved placement of standardized signs acquired through the City of Shoreline Police Department.

10. Plaques, signs or markers for landmark tree designation with approved placement and design by the City.

11. Real estate signs not exceeding 24 square feet and seven feet in height, not on City right-of-way. A single fixed sign may be located on the property to be sold, rented or leased, and shall be removed within seven days from the completion of the sale, lease or rental transaction.

12. City-sponsored or community-wide event signs.

13. Parks signs constructed in compliance with the Parks Sign Design Guidelines and Installation Details as approved by the Parks Board and the Director. Departures from these approved guidelines may be reviewed as departures through the administrative design review process and may require a sign permit for installation.

14. Garage sale signs not exceeding four square feet per sign face and not advertising for a period longer than 48 hours.

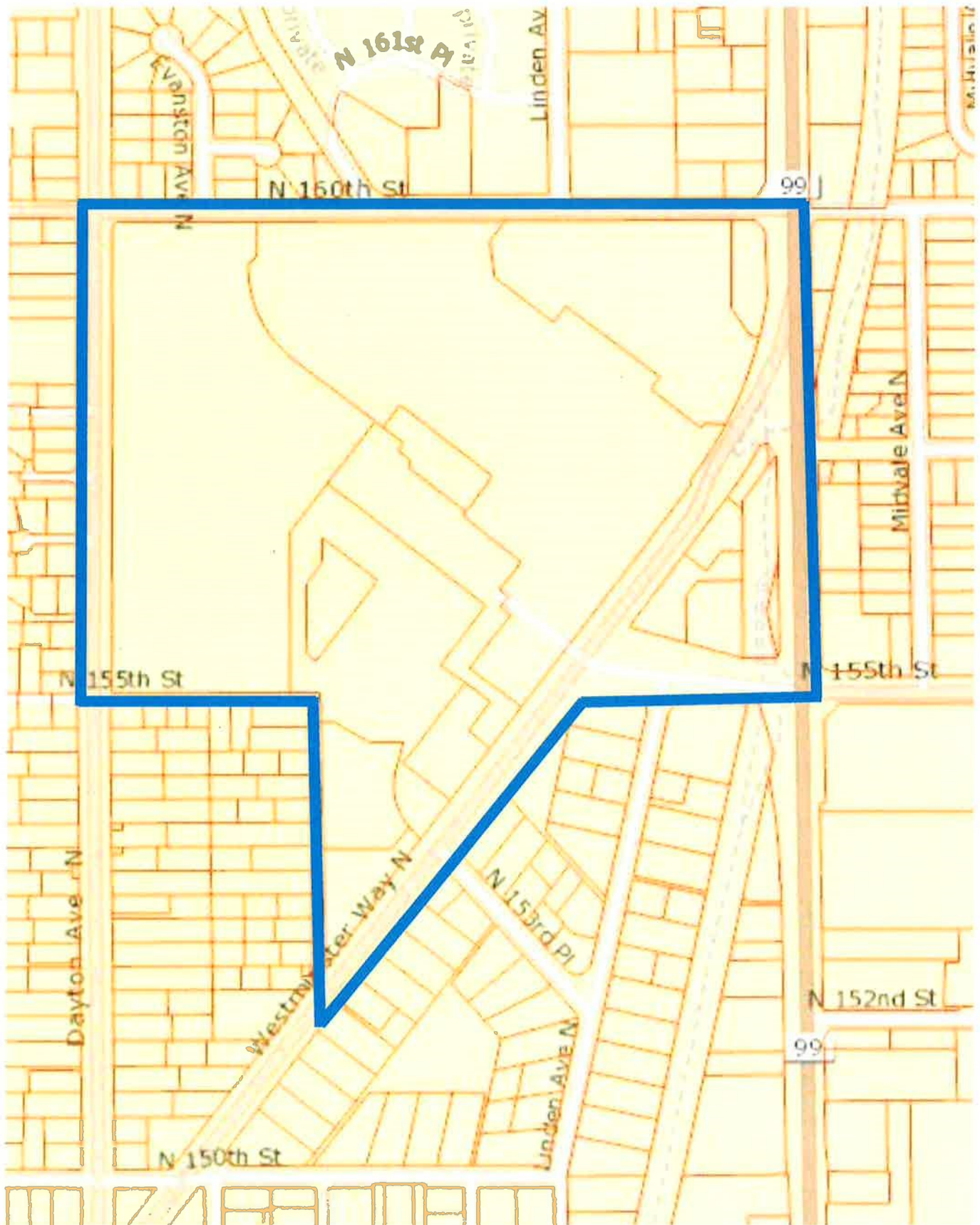
15. City land-use public notification signs.

16. Menu signs used only in conjunction with drive-through windows, and which contains a price list of items for sale at that drive-through establishment. Menu signs cannot be used to advertise the business to passersby: text and logos must be of a size that can only be read by drive-through customers. A building permit may be required for menu signs based on the size of the structure proposed.

17. Campaign signs that comply with size, location and duration limits provided in Shoreline Administrative Rules.



## The Aurora Square Community Renewal Area





**City of Shoreline**  
**Planning & Community Development**  
 17500 Midvale Avenue North Shoreline, WA 98133-4905  
 Phone: (206) 801-2500 Fax: (206) 801-2788  
 Email: pcd@shorelinewa.gov Web: www.shorelinewa.gov

**To Be Completed by Staff:**  
 Date Received: 1/11/19  
 Permit Number: PLN18-0206

**Planned Action Determination of Consistency Review Checklist**

185<sup>th</sup> Street Station Subarea ☐      145<sup>th</sup> Street Station Subarea ☐  
 Town Center ☐      Shoreline Place ☒

Part One: Project Information (Applicant to Complete)				
Property Information	<b>Site Address:</b> 15701 Aurora Ave North			
	<b>Parcel #:</b> 182604-9014	<b>Sq. feet:</b> 754,164	<b>Acres:</b> 17.31	
	<b>Land Use Designation:</b> MB		<b>Zoning:</b> Mixed Business	
	<b>Number of Buildings on site:</b> 3		<b>Number to be Retained:</b> 1	
	<b>Existing Impervious Surface Area:</b> 99%		<b>Proposed Impervious Surface Area:</b> 95%	
Applicant / Contact	<b>Name/Company:</b> Jamas Gwilliam, MGP XII SB AURORA, LLC			
	<b>Address:</b> 4365 Executive Drive, Ste 1400		<b>City/State/Zip:</b> San Diego, CA 92121	
	<b>Phone:</b> 858-259-9909		<b>Applicants Relationship to owner:</b> Vice President	
	<b>Fax:</b>		<b>Email:</b> jgwilliam@merlonegeier.com	
Property Owner	<b>Name/Company:</b> MGP XII SB AURORA, LLC			
	<b>Address:</b> 4365 Executive Drive, Ste 1400		<b>City/State/Zip:</b> San Diego, CA 92121	
	<b>Phone:</b> 858-259-9909		<b>Email:</b> jgwilliam@merlonegeier.com	
	<b>Fax:</b>			
Project Description	<b>Existing Land Use (describe):</b> Retail sales and service; surface parking			
	<b>Proposed Land use (check all that apply):</b>			
	<input checked="" type="checkbox"/>	<b>Retail &amp; Services:</b> those uses including but not limited to department, drug & grocery stores; eating & drinking establishments; specialty goods/foods; entertainment & recreation; convenience stores; services; and commercial goods.	<input type="checkbox"/>	<b>Office &amp; Employment –</b> Those uses including but not limited to business & professional offices such as medical or dental, educational & institutional offices, research & development, light manufacturing, high tech, and associated uses.
	<input type="checkbox"/>	<b>Civic &amp; Cultural:</b> those uses including but not limited to libraries, museums, community center, stadium, performing arts facility, City Hall and other public facilities, which are not essential public facilities.	<input type="checkbox"/>	<b>Lodging:</b> Those uses including hotels, motels, and other similar facilities offering temporary accommodation.
	<input checked="" type="checkbox"/>	<b>Mixed Use:</b> Those uses that combine two or more land uses on a single site or within a single building.	<input checked="" type="checkbox"/>	<b>Residential:</b> Those uses including but not limited to single family attached and detached units, multifamily units, residential care facilities, nursing homes and senior housing.
	<b>Other (Describe):</b> See description on page 7 of Development Agreement   Conceptual Design Submittal			

<b>Development Information</b>	<b>Residential (Dwelling Units):</b>			
	<b>Existing Dwellings</b>		<b>Proposed Dwellings</b>	<b>Proposed Density (dwellings per acre)</b>
	# Single Family: N/A		# Single Family: 0	# Single Family: 0
	# Multifamily: N/A		# Multifamily: Approx. 1,400	# Multifamily: 80 units/acre
	<b>Office / Employment (Square Feet):</b>			
	Existing Office / Employment: 20,000 SF		Proposed Office / Employment: 0 SF	
	<b>Retail &amp; Services (Square Feet):</b>			
	Existing Retail & Services: 269,338 SF		Proposed Retail & Services: 74,350 SF	
	<b>PM Peak Hour Weekday vehicle Trips:</b>			
	Existing Estimated Trips: 477 PM Peak	Future Estimated Trips: 540 PM Peak	Net New Trips: 63 PM Peak	Total Trips: 1,518 PM Peak in CRA
<b>Source of Trip Rate:</b>		<b>Transportation Impacts Consistent with Chapter 20.60.140:</b>		
ITE Manual <input checked="" type="checkbox"/>	Other	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
<b>Signature (Applicant)</b>		Submitted electronically via email on file by Jamas Gwilliam on 1/11/19		
<b>Date:</b>		1/11/19		


<b>Part Two: Review Criteria (City to Complete)</b>			
The City's SEPA Responsible Official may designate conforming projects as "planned actions," pursuant to RCW 43.21C.030, that meet the following conditions (Ordinance 707-185 <sup>th</sup> SSSP & Ordinance 752 – 145 <sup>th</sup> SSSP)			
<b>Criteria (SMC)</b>		<b>Complies (if not explain on separate sheet and attach):</b>	
The proposal is located within a planned action area as identified on the official zoning map.		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
The proposal is consistent with the City of Shoreline Comprehensive Plan and the applicable subarea plan.		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
The proposed uses & activities are consistent with those described in the planned action EIS & zoning requirements of Title 20.		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
The proposal is consistent with the cumulative planned action thresholds identified in Ordinances 609 (Town Center), 705 (Shoreline Place), 707 (185 <sup>th</sup> SSSP) & 752 (145 <sup>th</sup> SSSP).		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Dwelling Threshold: (2,214 units in 145 <sup>th</sup> ) (2,190 units in 185 <sup>th</sup> ) (1,000 units in Shoreline Place) (1,200 units in Town Center)	1,358 units proposed	Dwellings Remaining: 0	PLN18-0206 exceeds dwelling threshold by 688 units. 330 units permitted to 15560 Westminster Way N. Ord. 705 allows for shifting of development between land uses. The total build-out of the proposed development is less than the aggregate amount of development reviewed in the Planned Action EIS.



Employment Threshold: (1,083 jobs in 145 <sup>th</sup> ) (928 jobs in 185 <sup>th</sup> ) (250,000 sqft office and 250,000 sqft retail in Shoreline Place) (200,000 sqft office and 200,000 sqft retail in Town Center)	72,160 square feet of new retail proposed	Employment Remaining: - 177,840 sq. ft. of retail - 250,000 sq. ft. of office	
Vehicle Trips Threshold: (18,061 trips in 145 <sup>th</sup> ) (8,289 trips in 185 <sup>th</sup> ) (Maximum Average Daily Trips on 185 <sup>th</sup> Street = 20,000) (2,894 total trips; 1,605 net trips for Shoreline Place)		Vehicle Trips Remaining: 337 total new trips; 745 net new trips	The transportation study for the EIS for Ordinance No. 705 contained errors. The City issued an Addendum to correct the errors on 3/8/19. The corrected New Vehicle Trip threshold is 1,855 total trips; & 808 net trips for Shoreline Place. The proposed project remains within the corrected thresholds.
Utility Thresholds (145 <sup>th</sup> ): NCWD – 1,043,000 gpd SPU – 2,048,000 gpd Ronald Wastewater – 3,609,000 gpd Utility Thresholds (185 <sup>th</sup> ): NCWD = 771,281 gpd SPU = 1,171,165 gpd Ronald Wastewater = 1,516,803 gpd	N/A	Utility Capacity Remaining:	N/A
The proposal's significant impacts have been identified in the planned action EIS.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

The proposal's significant impacts have been mitigated by application of the measures identified in Ordinances 609, 705, 707 & 752 and other applicable City regulations together with any modifications, variances or special permits that may be required.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
The proposal complies with all applicable local, state & or federal laws and regulations.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
The proposal is not an essential public facility as defined by RCW 36.70a.200(1) and except as permitted by Chapter 43.21C.RCW.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Part Three: Planned Action Determination (City to Complete):			
Requirement:	Complies (If no, explain on a separate sheet and attach):		
Applications for planned actions were made on forms provided by the City including a SEPA checklist.	Yes <input checked="" type="checkbox"/>	<input type="checkbox"/>	No
The application is complete as provided in SMC 20.30.100.	Yes <input checked="" type="checkbox"/>	<input type="checkbox"/>	No
The application is consistent with the criteria of the Planned Action Ordinance.	Yes <input checked="" type="checkbox"/>	<input type="checkbox"/>	No

<b>Qualifying Project</b> (if no, explain on a separate sheet and attach)	
Yes <input checked="checked" type="checkbox"/>	<b>Qualifies as a Planned Action</b> - The application is consistent with the Planned Action Ordinance and thereby qualifies as a Planned Action project. All development activities shall proceed in accordance with the applicable permit review procedure specified in Shoreline Municipal Code Title 20, except that no SEPA threshold determination, EIS or additional SEPA review shall be required. Public notice of the determination shall be pursuant to chapter 43.21C RCW.
No <input type="checkbox"/>	<b>Does not Qualify as Planned Action</b> – The application is not consistent with the Planned Action Ordinance and does not qualify as a Planned Action project for the following reasons:
<input type="checkbox"/>	<b>Additional SEPA Review Required-</b> Projects that fail to qualify as Planned Actions may incorporate or otherwise use relevant elements of the Planned Action EIS, as well as other relevant SEPA documents, to meet their SEPA requirements. The SEPA responsible Official may limit the scope of SEPA review for the non-qualifying project to those issues and environmental impacts not previously addressed in the Planned Action EIS.
<b>Signature:</b> (Director or Designee)	
<b>Date:</b>	3/8/19

## PROJECT OVERVIEW AND RESPONSE TO CRA VISION

### Vision

Shoreline Place heart of Aurora Square is a reinvention of the former Sears site into a vibrant mixed-use neighborhood village with a distinct identity of an urban town square. The neighborhood is centered around community gathering space, incorporating multi-family housing, retail, and restaurants where only acres of parking existed before. The 17.32-acre site is knit together with new pedestrian-oriented infrastructure that reconnects Westminister Way N to N 160th Street in the Shoreline Aurora Square Community Renewal Area. In 1960, Sears was the sole destination on the site. In its place is a future neighborhood that is the catalyst for future investment in Shoreline. A series of inter-connected open spaces create a sense of place and act as public living rooms for informal gatherings.

### Westminister

New landscape, mixed-use, and retail buildings are located along the Westminister right-of-way. These improvements complete a newly planned pedestrian-friendly street, as a companion to the Alexan building currently being developed to the east. Frontage improvements include residential entries, sidewalks, appropriate neighborhood-scale landscape, and proposed revisions to traffic lanes & parallel parking approaching the intersection at N 155th Street. Restaurants and retail buildings are at the corner of N 155th Street and Westminister Way, and a mid-block pedestrian crosswalk is strategically located to connect pedestrians walking to and from the site.

### Infrastructure and Connectivity

The site is transformed into a walkable neighborhood with a new network of vehicle and pedestrian pathways that break down the Westminister Triangle superblock, and integrate this site with the broader Aurora Square Community Renewal Area (CRA) context. New internal connections include pathways that provide a framework to inform future redevelopment on the adjacent properties within the CRA and that connect to the surrounding neighborhood. The overall internal infrastructure incorporates Westminister into the neighborhood. This includes easy pedestrian and bicycle access to the nearby Interurban Trail, Rapid-Ride transit stop, and N 160th cycle corridor.

On-site storm water infrastructure replaces the existing network of catch basins and pipes with a 21st-century code-compliant management strategy. The new storm-water system will incorporate low-impact development strategies that integrate with the landscape design to improve storm water quality.

### Vibrant Center

The heart of Aurora Square includes a mix of active and passive spaces along the corridor between Westminister Ave and N 160th. The proposed open spaces include a hill climb and linear park from 160th Avenue, a dog park, and two central gathering spaces. Amenities currently being considered as part of these spaces include play areas, informal viewing/casual performance spaces, outdoor seating, benches, and artwork.

The gathering spaces are centrally located along a new, shared pedestrian corridor with southern exposure, and those are surrounded by active retail and restaurants with outdoor dining spaces. Today, the Shoreline Farmers Market is in the parking lot east of Sears. In the future, it will activate the adjacent gathering spaces and reinforce Shoreline Place as the neighborhood's center.

### Housing

This is an ideal location for dense urban living, in light of its proximity to transit, retail, healthy food, entertainment, employment, and education. Accordingly, 1358 multifamily homes are included throughout seven mixed-use buildings on the site, adding a full-time population to a place that is currently 100% retail. A variety of dwelling sizes will serve single residents, families, and potentially students attending nearby Shoreline Community College. The neighborhood is a genuine place to live, work, shop, play, and learn.

Generally, surface parking serves visitors to the site who are enjoying open spaces, existing and new retail businesses, and restaurants. Residents (and their visitors) are provided with parking in garages at the base of these mixed-use mid-rise buildings.







**City of Shoreline  
Planning & Community Development**

17500 Midvale Avenue North Shoreline, WA 98133-4905  
Phone: (206) 801-2500 Fax: (206) 801-2788  
Email: pcd@shorelinewa.gov Web: www.shorelinewa.gov

**Attachment D**

**To Be Completed by Staff:**

Date Received: 1/11/19

Permit Number: PLN18-0206

**\*\*REVISED\*\***

**Planned Action Determination of Consistency Review Checklist**

185<sup>th</sup> Street Station Subarea ☐

145<sup>th</sup> Street Station Subarea ☐

Town Center ☐

Shoreline Place ☒

Part One: Project Information (Applicant to Complete)				
Property Information	Site Address: 15701 Aurora Ave North			
	Parcel #: 182604-9014	Sq. feet: 754,164	Acres: 17.31	
	Land Use Designation: MB	Zoning: Mixed Business		
	Number of Buildings on site: 3	Number to be Retained: 1		
	Existing Impervious Surface Area: 99%	Proposed Impervious Surface Area: 95%		
Applicant / Contact	Name/Company: Jamas Gwilliam, MGP XII SB AURORA, LLC			
	Address: 4365 Executive Drive, Ste 1400	City/State/Zip: San Diego, CA 92121		
	Phone: 858-259-9909	Applicants Relationship to owner: Vice President		
	Fax:	Email: jgwilliam@merlonegeier.com		
Property Owner	Name/Company: MGP XII SB AURORA, LLC			
	Address: 4365 Executive Drive, Ste 1400	City/State/Zip: San Diego, CA 92121		
	Phone: 858-259-9909	Email: jgwilliam@merlonegeier.com		
	Fax:			
Project Description	Existing Land Use (describe): Retail sales and service; surface parking			
	Proposed Land use (check all that apply):			
	<input checked="" type="checkbox"/>	<b>Retail &amp; Services:</b> those uses including but not limited to department, drug & grocery stores; eating & drinking establishments; specialty goods/foods; entertainment & recreation; convenience stores; services; and commercial goods.	<input type="checkbox"/>	<b>Office &amp; Employment</b> – Those uses including but not limited to business & professional offices such as medical or dental, educational & institutional offices, research & development, light manufacturing, high tech, and associated uses.
	<input type="checkbox"/>	<b>Civic &amp; Cultural:</b> those uses including but not limited to libraries, museums, community center, stadium, performing arts facility, City Hall and other public facilities, which are not essential public facilities.	<input type="checkbox"/>	<b>Lodging:</b> Those uses including hotels, motels, and other similar facilities offering temporary accommodation.
	<input checked="" type="checkbox"/>	<b>Mixed Use:</b> Those uses that combine two or more land uses on a single site or within a single building.	<input checked="" type="checkbox"/>	<b>Residential:</b> Those uses including but not limited to single family attached and detached units, multifamily units, residential care facilities, nursing homes and senior housing.
	Other (Describe): See description on page 7 of Development Agreement   Conceptual Design Submittal			

This Review Checklist was revised based on information presented in the "Shoreline Place - Transportation Consistency/Traffic Impact Analysis Expanded Study," dated April 8, 2019, prepared by TENW.

**Note: All vehicle trip related information applies to the PM Peak.**

<b>Development Information</b>	<b>Residential (Dwelling Units):</b>			
	<b>Existing Dwellings</b>		<b>Proposed Dwellings</b>	<b>Proposed Density (dwellings per acre)</b>
	# Single Family: N/A		# Single Family: 0	# Single Family: 0
	# Multifamily: N/A		# Multifamily: Approx. 1,400	# Multifamily: 80 units/acre
	<b>Office / Employment (Square Feet) :</b>			
	Existing Office / Employment: 20,000 SF		Proposed Office / Employment: 0 SF	
	<b>Retail &amp; Services (Square Feet):</b>			
	Existing Retail & Services: 269,338 SF		Proposed Retail & Services: 74,350 SF	
	<b>PM Peak Hour Weekday vehicle Trips:</b>			
	Existing Estimated Trips: 477 PM Peak	Future Estimated Trips: <del>540</del> PM Peak	Net New Trips: <del>63</del> PM Peak	Total Trips: <del>1,548</del> PM Peak in CRA
<b>Source of Trip Rate:</b>		<b>Transportation Impacts Consistent with Chapter 20.60.140:</b>		
ITE Manual <input checked="" type="checkbox"/>		Other	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Signature (Applicant)</b>		Submitted electronically via email on file by Jamas Gwilliam on 1/11/19		
<b>Date:</b>		1/11/19		

### Part Two: Review Criteria (City to Complete)

The City's SEPA Responsible Official may designate conforming projects as "planned actions," pursuant to RCW 43.21C.030, that meet the following conditions (Ordinance 707-185<sup>th</sup> SSSP & Ordinance 752 – 145<sup>th</sup> SSSP)

Criteria (SMC)	Complies (if not explain on separate sheet and attach):	
The proposal is located within a planned action area as identified on the official zoning map.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
The proposal is consistent with the City of Shoreline Comprehensive Plan and the applicable subarea plan.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
The proposed uses & activities are consistent with those described in the planned action EIS & zoning requirements of Title 20.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
The proposal is consistent with the cumulative planned action thresholds identified in Ordinances 609 (Town Center), 705 (Shoreline Place), 707 (185 <sup>th</sup> SSSP) & 752 (145 <sup>th</sup> SSSP).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Dwelling Threshold: (2,214 units in 145 <sup>th</sup> ) (2,190 units in 185 <sup>th</sup> ) (1,000 units in Shoreline Place) (1,200 units in Town Center)	1,358 units proposed	Dwellings Remaining: 0 PLN18-0206 exceeds dwelling threshold by 688 units. 330 units permitted to 15560 Westminster Way N. Ord. 705 allows for shifting of development between land uses. The total build-out of the proposed development is less than the aggregate amount of development reviewed in the Planned Action EIS.


All vehicle trip related information applies to the PM Peak.

Employment Threshold: (1,083 jobs in 145 <sup>th</sup> ) (928 jobs in 185 <sup>th</sup> ) (250,000 sqft office and 250,000 sqft retail in Shoreline Place) (200,000 sqft office and 200,000 sqft retail in Town Center)	72,160 square feet of new retail proposed	Employment Remaining: 177,840 - 250,000	<p>Threshold - 808 net new trips MGP - 160 net new trips Other pipeline projects - 165 net new trips</p> <p>-----</p> <p>Remaining - 483 net new trips</p>
Vehicle Trips Threshold: (18,061 trips in 145 <sup>th</sup> ) (8,289 trips in 185 <sup>th</sup> ) (Maximum Average Daily Trips on 185 <sup>th</sup> Street = 20,000) (2,894 total trips; 1,605 net trips for Shoreline Place)		Vehicle Trips Remaining: <del>337 total new trips;</del> <del>745 net new trips</del>	The transportation study for the EIS for Ordinance No. 705 contained errors. The City issued an Addendum to correct the errors on 3/8/19. The corrected New Vehicle Trip threshold is 1,855 total trips; & 808 net trips for Shoreline Place. The proposed project remains within the corrected thresholds.
Utility Thresholds (145 <sup>th</sup> ) : NCWD – 1,043,000 gpd SPU – 2,048,000 gpd Ronald Wastewater – 3,609,000 gpd Utility Thresholds (185 <sup>th</sup> ): NCWD = 771,281 gpd SPU = 1,171,165 gpd Ronald Wastewater = 1,516,803 gpd	N/A	Utility Capacity Remaining:	N/A
The proposal's significant impacts have been identified in the planned action EIS.	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

The proposal's significant impacts have been mitigated by application of the measures identified in Ordinances 609, 705, 707 & 752 and other applicable City regulations together with any modifications, variances or special permits that may be required.	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
The proposal complies with all applicable local, state & or federal laws and regulations.	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
The proposal is not an essential public facility as defined by RCW 36.70a.200(1) and except as permitted by Chapter 43.21C.RCW.	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

Part Three: Planned Action Determination (City to Complete):			
Requirement:	Complies (If no, explain on a separate sheet and attach):		
Applications for planned actions were made on forms provided by the City including a SEPA checklist.	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
The application is complete as provided in SMC 20.30.100.	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
The application is consistent with the criteria of the Planned Action Ordinance.	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>



<b>Qualifying Project (if no, explain on a separate sheet and attach)</b>	
<b>Yes</b> <input checked="checked" type="checkbox"/>	<b>Qualifies as a Planned Action</b> - The application is consistent with the Planned Action Ordinance and thereby qualifies as a Planned Action project. All development activities shall proceed in accordance with the applicable permit review procedure specified in Shoreline Municipal Code Title 20, except that no SEPA threshold determination, EIS or additional SEPA review shall be required. Public notice of the determination shall be pursuant to chapter 43.21C RCW.
<b>No</b> <input type="checkbox"/>	<b>Does not Qualify as Planned Action</b> – The application is not consistent with the Planned Action Ordinance and does not qualify as a Planned Action project for the following reasons:
<input type="checkbox"/>	<b>Additional SEPA Review Required</b> - Projects that fail to qualify as Planned Actions may incorporate or otherwise use relevant elements of the Planned Action EIS, as well as other relevant SEPA documents, to meet their SEPA requirements. The SEPA responsible Official may limit the scope of SEPA review for the non-qualifying project to those issues and environmental impacts not previously addressed in the Planned Action EIS.
<b>Signature:</b> (Director or Designee)	
<b>Date:</b>	3/8/19

Revised on April 17, 2019 by 

## PROJECT OVERVIEW AND RESPONSE TO CRA VISION

### Vision

Shoreline Place is part of the former Sears site and a short-termed mixed-use neighborhood with a vibrant identity of an urban town square. The neighborhood is centered around community gathering space, incorporating both retail, dining, and restaurants, which only serve up walking distance before. The / 32 site is an integral part of the pedestrian-oriented infrastructure that connects Westminister Way to N 160th Street in the Shoreline Aurora Square Community Center Area. In 1960, Sears was the sole destination for the local business community. Today, the site is a catalyst for future investment in Shoreline. A series of urban connection opportunities create a sense of place and act as public living spaces for informal gatherings.

### Westminister

New landscape, mixed-use, and retail buildings are located along the Westminister right-of-way. These improvements complete a newly planned pedestrian-friendly street as a companion to the Aurora Square Community Center Area (CRA) context. New improvements include residential units, sidewalks, appropriate neighborhood-scale landscape, and proposed revisions to traffic lanes & on-street parking approaching the intersection at N 160th Street. Restaurants and retail buildings are at the corner of N 160th Street and Westminister Way, and a mid-block pedestrian crosswalk is strategically located to connect pedestrians walking to and from the site.

### Infrastructure and Connectivity

The site is transformed into a walkable neighborhood with a new network of vehicle and pedestrian pathways that break down the Westminister triangle and integrate this site with the broader Aurora Square Community Center Area (CRA) context. New internal connections include pathways that provide a framework to future redevelopment on the adjacent properties within the CRA and that connect to the surrounding neighborhood. This internal infrastructure incorporates Westminister into the neighborhood. This new easy pedestrian and bicycle access to the nearby Intersect 720, Red Rose transit stop, and N 160th Street to connect.

9a-259

into storm, water infrastructure replaces the existing network of stormwater and pipes with a 21st century water management strategy. The new storm water system will incorporate low impact development strategies that integrate with the permeable design to improve storm water quality.

### Vibrant Center

The town of Aurora Square includes a mix of active and passive uses along the corridor between Westminister Ave and N 160th. The planned open spaces include a full climb and linear park, a dog park, a dog park, and two active gathering spaces. Amenities currently being considered as part of these spaces include play areas, informal viewing spaces, outdoor seating, benches, and storage.

The gathering spaces are currently located along a new, shared pedestrian corridor with outdoor exposure, and those are surrounded by active retail and restaurants with outdoor dining spaces. Today, the Shoreline Farmers Market is the primary gathering space. In the future, it will activate the adjacent gathering spaces and reinforce Shoreline Place as the neighborhood's center.

### Housing

This is an ideal location for mixed-use development, in part of its proximity to transit, retail, nearby local entertainment, and recreation. Accordingly, these multifamily homes are included throughout seven mixed-use buildings on the site, adding a full-time population to a residential area currently 100% retail. A variety of dwelling types will serve single residents, families, and potentially students attending nearby Shoreline Community College. The neighborhood is a gathering place to live, work, play, and learn.

Community surface parking serves visitors to the site who are enjoying their spaces, visiting new retail businesses, and restaurants. Residents and their visitors are provided with parking in garages at the base of these mixed-use mid-rise buildings.



SHORELINE PLACE

Merlone Geier  
Partners

GGLO

PACLAND

HEWITT

TENW

March 17, 2018

SHORELINE PLACE  
DEVELOPMENT AGREEMENT CONCEPTUAL | DESIGN SUBMITTAL | 12.21.2018



TO: Honorable Members of the Shoreline City Council

FROM: Bill Montero, Chair  
Shoreline Planning Commission

DATE: July 18, 2019

RE: Shoreline Place Development Agreement, Application No. PLN18-0206

The Shoreline Planning Commission has completed its review of a Development Agreement proposed by the Merlone Geier Partnership (MGP) for redevelopment of the Sears Property, a 17-acre portion of Shoreline Place (formerly Aurora Square), into a mixed-use development.

Enclosed you will find the Planning Commission's Findings, Conclusion, and Recommendation Report in regard to the proposed Development Agreement.

The Planning Commission respectfully recommends, with a vote of 6-0, that the City Council approve MGP's proposed Development Agreement as attached to the Findings, Conclusion and Recommendation Report as Exhibit A.



**SHORELINE PLACE DEVELOPMENT AGREEMENT**  
**Applicant No. PLN18-0206**

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**Findings, Conclusions, and Recommendation**

**Shoreline Planning Commission**  
**July 18, 2019**

**A. FINDINGS**

1. On December 21, 2018, Merlone Geier Partnership (MGP) prepared and submitted to the City of Shoreline (City or Shoreline) an application for the Shoreline Place Development Agreement to redevelop property commonly known as the Sears Property. *Exhibit A(1)*.
2. The Sears Property is comprised of one single parcel, King County Tax Parcel No. 182604-9014, and constitutes a portion (approximately 30%) of the larger 70-acre 1960s-era shopping center consisting of multiple parcels of property under different ownerships. The larger 70-acre parcel now called Shoreline Place (formerly referred to as Aurora Square). *Exhibit E(1), Attachment E, Exhibit A*.
3. Redevelopment of Shoreline Place has been of a longstanding goal of the City. To accomplish this goal, in 2012, the City Council designated the area as a Community Renewal Area (CRA) as authorized by RCW 35.81 to bring renewal of this economically blighted area through public-private partnerships. In 2013, the City Council approved the *Aurora Square Community Renewal Area Plan* (CRA Plan). *Exhibit E(1), Attachment C*.
4. The intent of the CRA Plan was to provide potentially interested developers a vision of the type of redevelopment that could be done within the CRA. This vision denotes a variety of development possibilities and activities including mixed-use development with a vibrant center with active green spaces, restaurants, and public spaces for community gathering. *Exhibit E(1), Attachment C*.
5. With its development agreement application, MGP seeks to redevelop the 17.3-acre Sears Property into a mixed-use, pedestrian-friendly development comprised of seven (7) multi-family buildings that will provide 1,358 residential units and two (2) commercial buildings that will add 72,160 square feet of new commercial space. The proposed development agreement would also provide public and private open space, with the publicly-accessible open space totaling approximately 3.14-3.47 acres, as well as required mitigation and public infrastructure improvements, including streets and utilities.
6. MGP's proposed development agreement for redevelopment of its property would occur in phases and the terms and conditions of the development agreement are binding on the City and Developer for up to a 20-year time period and any permit issued by the City for the development must be consistent with the development agreement's terms

- and conditions. The development agreement is a binding contract between the City and the property owner (and their successors) for the term of the development agreement. After approval and execution of the development agreement, any permit subsequently issued by the City must be consistent with the development agreement's terms and conditions. *Exhibit E(1) at 3, Attachment E, Exhibit D – Project Overview; Exhibit E(1), Attachment E, Recital 6 and Section 2 Project Components.*
7. Phasing of the full development is proposed within the context of six (6) defined development blocks. Blocks A and B will be residential. Blocks C and D will be a mixture of retail and residential. Blocks E and F will be retail. Infrastructure improvements related to each phase have been assigned by block. An overview of details for each block start at Page 48 of the Conceptual Guide Plan. The order of development of the blocks will be based on market demand. *Exhibit E(1), Attachment E, Section 5; Exhibit E(1), Attachment E, Exhibit D at 11 (Overview); Exhibit E(1), Attachment E, Exhibit D at 48-86; Exhibit E(1), Attachment E, Exhibit O.*
  8. As authorized by RCW 36.70B.170 - 36.70B.210, the City adopted procedures and criteria for the consideration of a development agreement. The procedures and criteria are set forth in SMC 20.30.355. For the City to grant approval of a development agreement, MGP must demonstrate that all six (6) decision criteria listed in SMC 20.30.355(C) are met. *Exhibit E(1), Attachment A.*
  9. SMC 20.30.355(E) tasks the Planning Commission with initial review of a development agreement, the holding of a public hearing, and the formulation of a recommendation to the City Council. *Exhibit E(1), Attachment A.*
  10. Upon approval of the development agreement by the City Council, MGP must in addition obtain all required permits – building, site development, right-of-way, demolition – before it may begin to construct any of its project.
  11. Execution of the development agreement is within the City's contracting authority and is also an exercise of the City's police powers, which speak to the public interest and welfare of the City as a whole. The development agreement must ensure that a proper balance of the public benefit and private interests are represented in the development agreement. *Exhibit E(1) at 4.*
  12. In 2015, as authorized by the State Environmental Policy Act, chapter 43.21C RCW (SEPA), the City Council designated the CRA as a Planned Action so as to streamline the development process by bringing together environmental analysis and mitigation measures prior to project proposal with its adoption of Ordinance No. 705 (SEPA Planned Action). Because of the upfront environmental analysis, the review process for developments satisfying the SEPA Planned Action criteria is not subject to further environmental review. *Exhibit E(1), Attachment B.*
  13. MGP sought a Planned Action Determination of Consistency that was issued by the City on March 8, 2019, with a Revised Planned Action Determination of Consistency issued on April 17, 2019, based in part on information presented in the Shoreline Place – Transportation Consistency/Traffic Impact Analysis Expanded Study, dated April 8, 2019, prepared by MGP. *Exhibit E(1), Attachment D.*

14. The CRA Plan and the Planned Action Ordinance, in conjunction with the Economic Development Element of the Comprehensive Plan, speaks to the economically blighted nature of Shoreline Place. *Exhibit A(1) and A(2); Exhibit B(1); Testimony of Daum: Exhibit D(2).*
15. MGP's proposal will become a catalyst for future development helping to transform Shoreline Place into a walkable and vibrant urban environment that will positively impact the economy for that area. The proposed Development Agreement meets the goals as it will provide housing adjacent to goods, services, and transit; entertainment options; efficiency in land use; and revitalize a functionally obsolete area. *Exhibit E(1), Attachment E, Recital 7; Testimony of Daum: Exhibit D(2).*
16. The proposed Development Agreement implements and is consistent with numerous goals and policies set forth in the City's Comprehensive Plan. These goals and policies are contained in the following Comprehensive Plan Elements: Land Use, Community Design, Housing, Transportation, Economic Development, Capital Facilities, and Parks and Recreation. *Exhibit E(1), Attachment F.*
17. The Planning Commission held study sessions on the proposed Development Agreement on March 7, 2019, May 2, 2019, May 16, 2019, and June 6, 2019, where Staff, MGP representatives, and the public reviewed, discussed, and commented on the proposed Development Agreement. *Exhibits A to Exhibit E.*
18. The City provided mailed notice of the Planning Commission study sessions and public hearing to property owners within a 1000-foot radius of the Sears Property on May 16, May 29, June 6, and June 19, 2019. Notice was also provided via the Planning Commission's Agenda on the City's website and posted on site. *Noticing & SEPA Exhibit List.*
19. Members of the public, including the other property owner within Shoreline Place, Retail Opportunities Investment Corporation (ROIC), commented both in writing and orally on the proposal at the various meetings. *Exhibit B(2)-(3), Exhibit C(2)-(3), Exhibit D(2)-(3), Exhibit E(2); ROIC Testimony, July 11.*
20. ROIC's submitted comments related the phasing order of development/deadline for removal of the vacant Sears building, tenant protections, parking, property rights (easements), circulation, and equity in future redevelopment capacity. ROIC's concerns were also shared by some of its tenants. *Id.*
21. Comments submitted by members of the public raised concerns that the proposed redevelopment was not implementing the vision of the CRA Plan; potential impacts on the surrounding low-density residential neighborhoods given the scale of development; concern of increased traffic and parking conflicts; and infrastructure improvements. *Id.*
22. With its proposed Development Agreement, MGP submitted a *Conceptual Guide Plan* which sets forth a conceptual guide to which redevelopment of the Sears Property will generally conform. Depictions of building footprints, bulk and scale drawings, and number of stories in the Conceptual Guide Plan are illustrative only. The Conceptual Guide Plan is intended to be an overall approved development envelope, with certain right-of-way improvements and public benefits to be delivered with respective project phases. The Conceptual Guide Plan is not intended to require specific uses, square



- footages, building massing, building design, or specific buildings on specific parcels. *Exhibit E(1), Attachment E, Exhibit D; Exhibit E(1), Attachment E, Exhibit O.*
23. To provide additional assurances to the City relative to the quality of design and inclusion of certain City desired elements, MGP prepared the *Shoreline Place Supplemental Site Design Guidelines* (SSDG). The SSDG articulates basic design elements that must be incorporated as well a menu of optional elements in public spaces and property frontages. These elements include such things as benches, water features, dining areas, lighting, play areas, pedestrian oriented design, wider walkways, and wayfinding signage. The SSDG also speaks to the design and sizing of freestanding retail and restaurant buildings. The proposed Development Agreement requires that each phase of the project must comply with applicable guidelines. *Exhibit E(1), Attachment E, Exhibit F.*
  24. To the north of the proposal, across N 160<sup>th</sup> Street, a portion of land is zoned R-6. SMC 20.30.355(C)(5) states that transitions should be provided so as to minimize conflicts. MGP's proposed design will have its buildings setback approximately 60 feet from the southern edge of N 160<sup>th</sup> Street, providing approximately 120 feet between the building wall and the residential property line. In addition, a 10-foot stepback at the 35 feet building height is also provided. *Exhibit G.*
  25. MGP's *Open Space System Plan* provides for at least 3.14 acres of publicly accessible park-like spaces, well in excess of what the SMC would require for the development. These spaces are comprised of plazas suitable for outdoor gatherings, dining, events; promenades and open spaces for active play; and a pedestrian shared street providing both active and passive recreation. The pedestrian shared street (or Woonerf) has the potential to be utilized for community events, such as the Shoreline Farmers Market. *Exhibit E(1), Attachment E, Exhibit E; Exhibit C(1), Attachments C-E; Testimony of Foster: Exhibit C(2).*
  26. MGP's *Publicly Accessible Outdoor Space Improvement Operations & Maintenance Plan* states that these public spaces will be open to the public without charge for between 10-12 hours per day depending on the time of year. In addition, this Plan states that MGP shall be responsible for maintenance of these public spaces. *Exhibit E(1), Attachment E, Exhibit I.*
  27. The City's Parks Director, Eric Friedli, reviewed MGP's proposal to determine whether the spaces are acceptable for incorporation into the City's park system. The City's Parks Board also commented on the proposal. The Director Friedli determined that two (2) plazas, one (1) community open space, and the Woonerf as shown in Section 9 of the proposed Development Agreement were acceptable. *Exhibit E(1), Attachment E; Exhibit E(1), Attachment G; Testimony of Friedli: Exhibit C(2), Exhibit D(2).*
  28. The proposed Development Agreement provides that MGP may receive credit against Park Impact Fees for certain public spaces upon amendment of the City's impact fee provision and CIP provisions. Credits will be calculated and applied at the time of building permit application. At the time of the July 11 Public Hearing, the potential anticipated credit was established to be \$1,436,403. *Exhibit E(1), Attachment E, Exhibit M; Testimony of Friedli: Exhibit C(2), Exhibit D(2);*

29. The Sears Property, and Shoreline Place as a whole, is primarily an impervious parking lot surface. The *Conceptual Guide Plan* sets forth a Landscape Architecture Plan that will provide vegetation corridors throughout the Sears Property. Design includes trees, shrubs, and lawn areas amongst the buildings and plazas. *Exhibit E(1), Attachment E, Exhibit D, Pages 93-98.*
30. MGP prepared a *Shoreline Place – Transportation Consistency/Traffic Impact Analysis Expanded Study* for the City’s review. The City Traffic Engineer reviewed this study and determined that, as mitigated pursuant to the proposed Development Agreement, the City’s Level of Service will be maintained. *Exhibit E(1), Attachment F, Exhibit A; Testimony of Dedinsky: Exhibit C(2), Exhibit D(2), Exhibit E(2); Testimony of Juhnke: July 11.*
31. The proposed Development Agreement, at Section 7, Off-Site Transportation Improvements, and Section 8, On-Site Motorized and Non-Motorized Circulation, delineate required improvements. In addition, Section 18 Impact Fees, requires collection of Transportation Impact Fees at the time of building permit application. *Exhibit E(1), Attachment E.*
32. MGP proposes to provide improved internal circulation, a new entry drive at N 160<sup>th</sup> Street, and entry modifications at N 160<sup>th</sup> and N 157<sup>th</sup> Streets and at N 155<sup>th</sup> Street and Westminster Way to maximize flow and efficiency. Rights-of-way frontage improvements on N 160<sup>th</sup> Street and Westminster Way are also provided. Westminster Way is a capital project for the City and, therefore, MGP is contributing a portion to the improvements. *Exhibit E(1), Attachment E, Exhibit G and Exhibit H; Testimony of Juhnke: Exhibit D(2); Testimony of Moss: Exhibit C(2).*
33. Parking for residents will be in underground parking garages. Commercial/retail parking will generally be at surface level. Even with the requested modification, MGP will be providing substantially more parking than is required by the SMC. *Exhibit D(2); Exhibit G; MGP Testimony – July 11.*
34. The proposed Development Agreement, at Section 17, provides for a vesting period of 20-years, commencing on January 4, 2019, the date of complete development agreement application. MGP is vested to a variety of SMC provisions *except* MGP is not vested to impact fees (subject to Section 18 of the proposed Development Agreement), plan review fees, inspection fees, connection charges, building code changes, and stormwater requirements. *Exhibit E(1), Attachment E; Exhibit E(1), Attachment E, Exhibit L.*
35. Shoreline Place is currently primarily an impervious site with substandard surface water controls. MGP is not vested to stormwater regulations. Redevelopment will require that all stormwater facilities meet current regulations in effect at the time of development permit application to ensure compliance with the City’s NPDES Municipal Stormwater Permit. MGP shall have the option to utilize future technologies. *Exhibit E(1), Attachment E, Sections 17(A) and 22.*
36. The Conceptual Plan denotes the use of environmentally-sustainable practices. *Exhibit E(1), Attachment E, Exhibit D.*

37. As permitted under law, MGP has sought modifications to certain land use regulations. Section 12 of the proposed Development Agreement provides for these modifications which include an increase in base height by 10 feet; primary building entrance location; greater separation of internal site walkways from parking areas and delineation of walkways; greater building articulation feature separation from every 35 feet to every 80 feet; and parking space dimension. City Staff has reviewed these modifications and has not objected. Staff has also stated that it routinely grants such modifications through a design review deviation process. *Exhibit E(1) at 5-9; Exhibit E(1), Attachment E, Exhibit J; City Staff Testimony: Exhibit A(2), Exhibit B(2), Exhibit C(2), Exhibit D(2); July 11 Public Hearing.*
38. MGP has sought or will be seeking deviations from certain engineering standards. The deviations related to pedestrian and bicycle facilities and ingress/egress locations, capacity, or layout. Section 4(B) and Section 7(E) of the proposed Development Agreement delineate these deviations. *Exhibit E(1), Attachment E.*
39. MGP shall be responsible for providing sufficient utilities, including water, sewer, and surface water control. The Environmental Impact Statement prepared for the CRA Planned Action indicated that Seattle Public Utilities has capacity for the anticipated growth. The Ronald Wastewater District also has capacity and can connect to its system subject to approval of a Developer Extension Agreement. *Exhibit E(1), Attachment E at Sections 22-24.*
40. While there are no critical areas or shorelines within the Sears Property, a piped section of Boeing Creek is within N. 160<sup>th</sup> Street north of the Sears Property. SMC 20.80.280(1) requires a 10-foot buffer for piped streams. Right-of-way improvement activity will occur within this buffer. SMC 20.80.274(C)(4) permits such work. *Exhibit E(1), Attachment F.*
41. A development agreement should ensure that a proper balance of the public benefit and private interests are represented in the development agreement. The proposed Development Agreement provides numerous public benefits for the City. These benefits are delineated in an attachment to the proposed Development Agreement. *Exhibit E(1), Attachment E, Exhibit C.*
42. On July 11, 2019, the Planning Commission held a properly noticed public hearing so as to allow for presentations by City Staff and MGP, public testimony, and Planning Commissioners' questions on the proposed Development Agreement. The Public Hearing was facilitated by the City Hearing Examiner.
43. After the public hearing was closed, the Planning Commission deliberated on the proposed Development Agreement and formulated its recommendation for City Council. The Planning Commission requested draft findings and conclusions and considered and adopted the findings and conclusion at its July 18, 2019 meeting.

## **B. DECISION CRITERIA**

- 1. The proposed Development Agreement sets forth the development standards and other provisions that shall apply to govern and vest the development, use,**



**and mitigation of the development during its term as required SMC 20.30.355(B).**

The proposed Development Agreement attached hereto is comprised on 56 Sections with the following sections expressly related to future development:

- Section 2 Project Components – maximum number of dwelling units and commercial space footage, parking requirements, transportation and frontage improvements, internal circulation, open space, and utilities.
- Section 3 Development Approvals – maximum development levels.
- Section 4 Flexibility – modifications to conceptual design and plan.
- Section 5 Phasing – a six (6) block phasing with improvements aligned with each block phase.
- Section 6 Status Report – annual reports on project development.
- Section 7 Off-Site Transportation Improvements.
- Section 8 On-Site Motorized and Non-Motorized Circulation.
- Section 9 Open Space System/City Parks – private open space and public spaces comprised of plazas, promenades, and shared street. Includes future maintenance, impact fee credits, and off-site park monetary mitigation.
- Section 10 Utilities – water, sewer, and electrical infrastructure improvements.
- Section 13 Process – streamline application review.
- Section 14 Short Subdivision/Binding Site Plan – lot creation based on phases.
- Section 17 Vesting – a 20-year period for identified code provisions.
- Section 18 Impact Fees – Transportation, Parks, and Fire.
- Section 22 Stormwater Detention and Treatment – to standards at time of building permit application.
- Section 25 SEPA Compliance – Planned Action consistency and mitigation.
- Section 28 Sustainability – energy efficient and environmentally sustainable design, including LEED Neighborhood Development Credit categories.
- Section 33 Amendment of Agreement – minor and major amendments to terms.

2. **For the City to grant approval of a development agreement, all six (6) decision criteria listed in SMC 20.30.355(C) must be demonstrated by MGP. Both MGP and the City have provided an analysis of these criteria in Exhibit E(1), Attachment E, Exhibit F.**

**These criteria are:**

- a. *The proposed development agreement is consistent with goals and policies of the Comprehensive Plan. If the project is located within a subarea plan, then the project shall be consistent with the goals and policies of the subarea plan.*

Exhibit F sets forth numerous Comprehensive Plan goals and policies from the Land Use Element, Community Design Element, Housing Element, Transportation Element, Economic Development Element, Parks, Recreation & Open Space Element, and Natural Environment Element which strongly support the proposed Development Agreement. These goals and policies support quality development, functionality, walkability, high density, business-friendly environment, mixed development with more pedestrian/public spaces and activities, and economic growth. The Planning Commission concurs with City Staff in that the goals and policies identified by MGP are implemented and promoted by the proposed Development Agreement as well as the additional Framework and Economic Development goals denoted by City Staff.

While not in a designated subarea, the CRA functions much like a subarea plan. Thus, in addition to the criteria in SMC 20.30.355(C), the Planning Commission considered the vision, goals, and policies provided for in the Aurora Square Planned Action Ordinance and the Aurora Square Community Renewal Plan. Of course, it is impossible for any single proposal to satisfy all of the CRA Plan goals, however, the proposed Development Agreement does provide for needed infrastructure improvements, incentivizes further redevelopment, and creates a pedestrian-oriented, mixed-use environment benefiting the community as a whole, all as envisioned in the CRA Plan. The CRA Planned Action Ordinance further advances the CRA Plan by acting as a catalyst to renew and revitalize Shoreline Place into a compact, mixed-use, pedestrian friendly, and multimodal and transit-supportive land use. Recital 7 of the proposed Development Agreement summarizes the City's CRA goals that would be implemented. These include, but are not limited to:

- Revitalize the CRA and facility growth of the City's employment and tax base.
- Provide needed housing adjacent to goods, services, and transit.
- Provide a venue for the Shoreline Farmers' Market and entertainment options.
- Foster access and viability for existing retailers.
- Support public spaces for gathering, connections, and entertainment.
- Develop an identifiable, mixed-use, pedestrian friendly, and transit supportive neighborhood.
- Improve multi-modal transportation and utility infrastructure.
- Promote connectivity within and adjacent to Shoreline Place.

The Planning Commission finds this criterion has been satisfied.

*Findings of Fact Nos. 3, 4, 5, 12, 13, 14, 15, and 16.*

- b. The development standards set forth in the proposed development agreement speak to the use of innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design.***

As MGP stated in its response to this criterion, Shoreline Place is a mid-century auto-centric retail development that will be brought up-to-date with the application of new regulations. The Planning Commission concurs that the replacement of the Sears building and hardscape with structures that meet current building, energy, and environmental regulations (such as stormwater) will satisfy this criterion.

The redevelopment of an obsolete shopping center with a mixed-use “town center” provides an innovative way to initiate positive changes in the surrounding community. Residents of the proposed project, along with residents of Shoreline as a whole, will find a variety of shopping and activities in close proximity to Aurora Avenue. MGP has provided aesthetic design elements (circulation, connectivity, open space) far in excess of City design standards. The *Conceptual Guide Plan* details these aesthetic elements and the *Supplemental Site Design Guidelines* provide the City with a level assurance that these elements will be incorporated into the development.

The replacement of the Sears building will result in the construction of more energy efficient buildings consistent with State Building and Energy Codes at the time of construction as these codes are not vested. While not proposing the highest possible level of environmental sustainability, MGP has agreed to incorporate LEED Neighborhood Development Credit categories into the design. These categories include quality transit and bicycle facilities, walkable streets, compact, mixed-use development, connectivity to parks and outdoor space, stormwater management, heat island reduction, and light pollution reduction.

The transformation of the area from an impervious parking lot to a mixed-use development with open spaces will provide significant improvement for stormwater management based on current and future regulations, resulting in better water quality for the Boeing Creek Basin.

The Planning Commission finds this criterion has been satisfied.

*Findings of Fact Nos. 2, 15, 22, 23, 25, 29, 35, and 36.*

- c. There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) that meet the City's adopted level of service standards (as confirmed by the performance of a transportation impact analysis) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases or there will be adequate capacity and infrastructure by the time each phase of development is completed.***



A thorough transportation analysis was provided to the City; the City Traffic Engineer found the analysis acceptable. The proposed Development Agreement denotes the improvements and connectivity to the transportation system consistent with the CRA Planned Action, including bicycle facilities, areas failing the City's Level of Service, and frontage improvements. It is notable that the analysis denotes a total maximum net new peak hour trips generated at full building out will only be 99, well under the Planned Action threshold of 808 trips.

In those categories where capacity and infrastructure must be increased to support the proposed development agreement, MGP has committed to building improvements or to funding their proportionate share of the improvements. In addition, transportation impact fees will be required at the time of application submittal. These fees are not vested; they will be based on the rates in effect at the time of submittal.

Lastly, the proposed Development Agreement includes a plan for how and when by phase the necessary circulation and infrastructure improvements will be provided.

The Planning Commission finds this criterion has been satisfied.

*Findings of Fact Nos. 7, 13, 22, 30, 31, 32, 33, and 38.*

- d. There is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.***

The Planned Action analyzed growth consistent with the growth in the proposed Development Agreement. The Sears Property is provided water by Seattle Public Utilities which indicated that its current water system had the capacity. Sanitary Sewer to the Sears Property is provided by the Ronald Wastewater District which has sufficient capacity to provide service. Certificates of water and sewer availability will be required at the time of building permit application submittal.

MGP will be required to construct new stormwater controls, including on-site detention, to current standards or to those standards in effect at the time of permit application, whichever is applicable. The City's existing downstream conveyance has the capacity for current site conditions. Retrofitting of an outdated system will result in lower stormwater off-site discharge, resulting in a lessening of impact to the conveyance system.

MGP will be required to upgrade on-site utilities for connection to main water, sewer, and stormwater lines. Development extension agreements may be required

for such connections depending upon the regulating entity. Thus, while current analysis does not denote whether capacity and infrastructure must be increased to support the proposed development agreement, MGP has committed to building improvements or to funding their proportionate share of the improvements.

The Planning Commission finds this criterion has been satisfied.

*Findings of Fact Nos. 5, 35, and 39.*

- e. ***The development agreement proposal contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management and multimodal transportation improvements and other features that minimize conflicts and create transitions between the proposal site and property zoned R-4, R-6, R-8 or MUR-35'.***

The Conceptual Plan and Supplemental Site Design Guidelines provide architectural design and site design standards that are envisioned for the development. The design will satisfy or exceed the City's commercial design standards unless a modification has been granted, such as the façade transition, via the proposed Development Agreement. The transition between the site and the R-6 property across N 160<sup>th</sup> Street will be separated by not only the width of the roadway but an additional setback as well as a stepback transition in building height. The provision of public (open) spaces is in excess of that required by the City's standards and will be available for public accessibility.

The Planning Commission finds this criterion has been satisfied.

*Findings of Fact Nos. 7, 22, 23, 24, 25, 26, 27, 39, 30, 31, 32, and 33.*

- f. ***The project is consistent with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II, and applicable permits/approvals are obtained.***

There are no critical areas located within the Sears Property. A piped section of Boeing Creek is within N 160<sup>th</sup> Street, requiring a 10-foot buffer. Work within this buffer is permitted subject to the City's Critical Areas Regulations, chapter 20.80 SMC.

The Sears Property is not located within the shoreline jurisdiction so as to be subject to SMC Title 20 Division II.

*Findings of Fact No. 40.*

**3. The proposed Development Agreement provides numerous public benefits for the City.**

Exhibit E(1), Attachment E, Exhibit C Public Benefit Matrix details 24 benefits that the City would receive through the redevelopment of the Sears Property via the proposed Development Agreement. These benefits are:

- a. Fulfills the Community Renewal Area Vision of 21<sup>st</sup> century renewal of creating a “one-stop” convenient shopping and living solution.
- b. Provides a series of publicly – accessible open spaces spread throughout the Project varying from green lawns for summer day picnics, outdoor movies and concerts in the park areas, to intimate plazas and paseos adjacent to lively restaurants and retail shops, well-appointed with comfortable seating areas and creative landscape and hardscape elements.
- c. Provides a permanent home to the Shoreline Farmers Market.
- d. Unlocks buildable land.
- e. Provides the opportunity for entertainment and dining options.
- f. Provides the opportunity for goods and services options.
- g. Fulfills the City’s goal of rebranding Aurora Square, reflecting the renewed energy and direction of the Center.
- h. Activates the Center at all times of the day, every day of the week.
- i. Revitalizes a blighted 1960s – era building.
- j. Provides a paradigm for future redevelopment of the remainder of the CRA.
- k. Provides tax revenue.
- l. Provides housing choices.
- m. Provides a mixture of residential and commercial uses, reducing the need for daily – needs vehicle trips and creating opportunities for living and working in close proximity, reducing vehicle miles traveled.
- n. Provides multi-modal connectivity externally to Westminster Way N., 160<sup>th</sup> Street, Shoreline Community College, the Interurban Trail, and transit and internally within and between the upper and lower levels of the Center.
- o. Creates a walkable community.
- p. Encourages healthy forms of transportation.
- q. Upgrades internal and external infrastructure (water, sanitary sewer, and stormwater).
- r. Redevelopment of the site and implementation of water quality and stormwater management measures results in improved stormwater quality for the City and Region.



- s. Leverages the City's investments in the redesign of Westminster Way N. and completes the Westminster Way N. and Westminster Way N./N. 155<sup>th</sup> Street intersection improvements.
- t. Re-channelizes N. 160<sup>th</sup> Street to provide 3 travel lanes and bike lanes on both sides of the street.
- u. Provides a mid – block pedestrian crossing on N. 160<sup>th</sup> Street.
- v. Creates 3.14-3.47 acres of publicly accessible park like open space.
- w. Includes \$100,000 for maintenance of trails at Boeing Creek and Shoreview Park.

The Planning Commission finds the public interest is benefited.

*Findings of Fact Nos. 3, 4, 5, 15, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33, and 41.*

**C. Recommendation**

The Planning Commission recommends that the City Council approve the proposed Shoreline Place Development Agreement, including attachments, presented at the July 11, 2019 Public Hearing and attached hereto as Exhibit A.

**D. Record before the Planning Commission**

The Index of the Record for PLN18-0206 is attached hereto as Exhibit B.

## DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between MGP XII SB Aurora, LLC, a Delaware limited liability company (“**Developer**”), or its assignee, and the City of Shoreline, a Washington municipal corporation (“**City**”). Developer and the City are each a “**Party**” and collectively the “**Parties**” to this Agreement.

### RECITALS

1. The City has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby to regulate the use and development of the Property.
2. The City has the authority to enter into development agreements with those who own or control property within its jurisdiction, pursuant to RCW 36.70B.170 through 36.70B.210. This Agreement is entered into under the City’s police power, general contracting authority, and RCW 36.70B.170 through 36.70B.210.
3. In 2012, the City designated the Aurora Square area as a Community Renewal Area (“**CRA**”) where economic renewal would deliver multifaceted public benefits. On August 10, 2015 it passed Ordinance 705 adopting the Aurora Square CRA Planned Action.
4. Developer owns approximately 17.31 acres of real property formerly known as Shoreline Sears lying between N. 160<sup>th</sup> Street and Westminster Way N. in the CRA (“**Property**”). The Property is legally described on **Exhibit A** and depicted on **Exhibit B**.
5. Both the City and Developer find it desirable to enter into this Agreement to plan for the orderly redevelopment of the Property that is consistent with the CRA, Planned Action, and the City’s Comprehensive Plan and which provides the public benefit items in the Public Benefit Matrix, outlined in **Exhibit C**.
6. Developer proposes construction of up to 1,358 multifamily residential units, approximately 75,610 square feet of commercial land use (including approximately 3,450 square feet of existing commercial land use), and approximately 3.14-3.47 acres of publicly-accessible open space on the Property as depicted in the Conceptual Guide Plan **Exhibit D** and the Open Space System, **Exhibit E**. The project components as described in Section 2 *Project Components* and depicted on the Conceptual Guide Plan are the result of extensive market research, community outreach, and planning efforts.
7. The Planned Action seeks to act as a catalyst for public and private partnership investment that will renew and revitalize Aurora Square creating a compact, more intense, mixed-use, pedestrian friendly, and transit-supportive land use. The Planned Action contemplates providing residents and visitors greater access to a mix of housing, retail and commercial opportunities that meets a range of needs. The Planned Action goals that will be achieved through implementation of this Agreement include:

- A. Revitalizing the CRA and Facilitating Growth of the City's Employment and Tax Base: The Agreement allows Developer to redevelop a functionally obsolete department store while at the same time creating a new tax base for the City.
- B. Housing: The Agreement will provide needed housing adjacent to goods, services and transit while also activating the CRA at all times of the day, every day of the week.
- C. Entertainment: While perhaps at a different scale than what was contemplated in the CRA Vision due to various market factors, the Agreement will provide entertainment options including a permanent home for the Farmer's Market, summer time concerts and movies in the park and restaurant/dining options at a scale that is not found elsewhere in the City.
- D. Goods and Services: The Agreement fosters access and viability for the existing goods and services offered at Aurora Square such as Central Market, Marshall's, and Bank of America. New retailers will capture sales leakage currently leaving the trade area.
- E. Significant Open Space: The Agreement supports a significant open space system accessible to the public that will provide family/community gathering places, opportunities for outdoor entertainment, farmer's market, pedestrian connections, and enhanced conductivity to restaurants and retail shops.
- F. Continuity: The Agreement provides an opportunity for a partnership that allows the City to develop an identifiable neighborhood that is mixed-use, pedestrian friendly, and transit-supportive consistent with the CRA vision.
- G. Infrastructure: The Agreement will improve existing motorized and non-motorized transportation, utility, sanitary sewer, and stormwater infrastructure.
- H. Resource and Land Use Efficiency: The Agreement will maximize the effectiveness of public and private planning and financial resources and will further certainty and predictability.
- I. Connectivity: The Agreement will promote connectivity to and from Westminster Way N., the Interurban Trail, transit, and between and within the upper and lower parts of Aurora Square.
- J. Westminster Way N. Connection: The City and private applicants have invested resources to create a more pedestrian friendly environment on Westminster Way N. The Project will leverage these public and private investments in Westminster Way, providing for enhanced pedestrian connections and introducing gathering areas and retail space within the buildings along Westminster Way.
- K. Quality Development: The Agreement will allow the City and Developer to expand both commercial and residential opportunities at the Property and enhance the "on-ground" experience consistent with the CRA.



- L. Reduce Uncertainty: The Agreement will reduce the risk to Developer due to the changes in development regulations and processes and reduce uncertainty for the City as the Agreement contains a unified development vision.
  - M. Developer and City Relationship: The Agreement allows Developer and the City to establish a mutually supportive relationship that enables them to work directly with one another to implement this Agreement.
  - N. Implementation of Plans: The Agreement will implement the Planned Action, CRA, and the City's Comprehensive Plan.
8. As provided in SMC 20.30.355 B, the Parties intend that this Agreement specify the development standards applicable to the Property, including Project elements, amount and payment of impact fees, mitigation measures, design standards, affordable housing, parks and open space preservation, phasing, review procedures, vesting, other appropriate requirements, and nonmotorized access provided. There are no significant trees on the Property.
  9. The Parties intend that this Agreement specify the regulatory fees and mitigation that will be required for Developer, or its successors and assigns, to construct the development contemplated herein. Nothing in this Agreement is intended to limit Developer's ability to propose additional development beyond the Project addressed in this Agreement, or modifications to the Project, provided that such development shall be consistent with the then-applicable SMC and Comprehensive Plan unless otherwise provided in this Agreement.
  10. All Recitals and Exhibits (A - M) referenced in this Agreement are hereby incorporated by reference and shall be considered as material terms of this Agreement.
  11. The City has determined that the Project is a Planned Action Project and has issued a Determination of Consistency pursuant to Section 4 of the Planned Action Ordinance.
  12. The Parties intend that they shall take further actions and execute further documents, either jointly or within their respective powers and authority, necessary or appropriate to implement the intent of this Agreement. The Parties intend to work cooperatively to achieve the mutual goals of this Agreement, subject to the City's and Developer's independent exercise of judgment.

NOW THEREFORE, in consideration of the mutual benefits and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

#### 1. Definitions.

- A. **"Agreement"** shall mean this Development Agreement.

- B. **“Approvals”** shall mean this Agreement.
- C. **“Approvals Process”** shall mean the process for reviewing and approving the Approvals.
- D. **“City Council”** shall mean the City Council of the City of Shoreline.
- E. **“Code Amendment”** shall mean amendments to the SMC or other regulations, affecting the development of the Project adopted after January 4, 2019.
- F. **“Conceptual Guide Plan”** shall mean the Development Agreement Conceptual Design Submittal dated December 21, 2018 and summarized in the Conceptual Guide Plan depicted on **Exhibit D**.
- G. **“CRA”** shall mean the Aurora Square Community Renewal Area.
- H. **“CRA EIS”** shall mean the CRA Draft and Final Environmental Impact Statement and as addended on March 8, 2019.
- I. **“CRA Trip Budget”** shall mean the trip budget of 808 net new PM peak hour trips generated by uses within the CRA through the year 2035.
- J. **“Developer”** shall mean MGP XII SB Aurora, LLC, a Delaware limited liability company and/or its successor or assignees.
- K. **“Effective Date”** shall mean \_\_\_\_\_, 2019 as the date upon which the Agreement is fully executed.
- L. **“GMA”** shall mean the Growth Management Act, Chapter 36.70B RCW.
- M. **“Open Space System”** shall mean the publicly-accessible open space system within the Project as depicted on **Exhibit E**.
- N. **“Parks Impact Fee”** shall mean the impact fee for parks, open space, and recreation facilities adopted in Chapter 3.70 SMC.
- O. **“Planned Action”** shall mean the Aurora Square CRA Planned Action.
- P. **“Planned Action Ordinance”** shall mean the City of Shoreline Ordinance 705.
- Q. **“Planned Action Project”** shall mean a project which qualifies as a Planned Action Project under the Planned Action Ordinance.
- R. **“Project”** shall mean the Project and Project Components described in Section 2 *Project Components* and depicted on **Exhibit D**.
- S. **“Property”** shall mean the property legally described on **Exhibit A** and depicted on **Exhibit B**.

- T. **“PROS Plan”** shall mean the Parks, Recreation, and Open Space Plan adopted by Council Resolution 412.
  - U. **“SEPA”** shall mean the State Environmental Policy Act.
  - V. **“SMC”** shall mean the Shoreline Municipal Code.
  - W. **“Status Report”** shall mean the written status report provided by Developer to the City documenting efforts related to the Project required by Section 6, *Status Report*.
  - X. **“Supplemental Site Design Guidelines”** shall mean the Supplemental Site Design Guidelines, attached hereto as **Exhibit F**.
  - Y. **“Transportation Consistency Analysis”** shall mean the April 5, 2019 Transportation Consistency Analysis prepared by TENW and approved by the City.
  - Z. **“Vested Code Provisions”** shall mean the Planned Action, Comprehensive Plan elements, the applicable land use regulations, environmental regulations, building and site design, utilities, transportation concurrency standards, as they may be modified by Section 12, *Modification of Land Use Regulations*, of this Agreement. Applicable provisions of Title 20 SMC are attached as **Exhibit L**.
2. Project Components. The Project will be comprised of the following components as further depicted in **Exhibit D**, the Conceptual Guide Plan:
- A. Approximately 1,358 multifamily residential units.
  - B. Approximately 75,610 square feet of commercial land use (including 3,450 square feet of existing commercial land use). Commercial land use shall not include storage facilities.
  - C. Parking for the residential and commercial land uses.
  - D. Transportation improvements as described in Section 7, *Off-Site Transportation Improvements*.
  - E. On-site motorized and non-motorized circulation as described in Section 8, *On-Site Motorized and Non-Motorized Circulation*.
  - F. Publicly-accessible open space as described in Section 9, *Open Space System*.
  - G. Utilities improvements as described in Section 10, *Utilities*.
3. Development Approvals. Developer shall have the right to develop the Property with up to 1,358 multifamily residential units and 75,610 square feet of commercial land uses (including 3,450 square feet of existing commercial land use). Residential units may be multifamily apartments or residential condominiums and may include affordable and market rate housing. Commercial land uses may include office, professional office,



medical office, retail, entertainment, restaurant uses, and other uses as authorized by the SMC but may not include storage facilities. Detailed development plans will be approved through the site development permit and other approval processes provided for in the SMC, as applicable. Any additional development on the Property beyond 1,358 multifamily residential units and 75,610 square feet of commercial land uses shall require an amendment to this Agreement as described in Section 33 (*Amendment of Agreement*) or shall be developed outside this Agreement and be consistent with the City's then-applicable regulations. Additional commercial square footage and office uses may be approved as a minor amendment to this Agreement provided that the aggregate commercial and office uses fall within the scope of the Planned Action Ordinance.

4. Flexibility. As a component of this Agreement, the Planning Commission has recommended, and City Council has approved the Conceptual Guide Plan which is considered a conceptual guide to which development of the Project will generally conform. It is not intended to require specific uses, square footages, building massing, building design, or specific buildings on specific parcels. Depictions of building footprints, bulk and scale drawings, and number of stories in the Conceptual Guide Plan are illustrative only. The Conceptual Guide Plan is intended to be an overall approved development envelope, with certain right-of-way improvements and public benefits to be delivered with respective project phases.
  - A. Project Components may be located on any parcel on the Property and the unit count of residential units may be modified so long as the City determines the modification generates the same or lesser net new PM peak hour trips as the use previously approved in the Approvals, based on the trip generation methodology in the Transportation Consistency Analysis and otherwise complies with the SMC and regulations or to this Development Agreement to the extent that certain provisions of the SMC are amended herein. Subsequent development phases shall be allowed to be flexible to achieve the CRA Vision. Modifications shall be done by mutual agreement of the Parties as set out in Section 33, *Amendment of Agreement*.
  - B. Deviations to the location, capacity or layout of the ingress/egress locations shown in the Conceptual Guide Plan may be requested, and if approved, modified through a Deviation from the engineering standards process.
5. Phasing. The Parties agree that the Project may be undertaken over multiple phases and the timing of each phase and its final configuration will be at the sole election of Developer in response to its development goals, business judgment, and market dynamics. The following Project Components depicted in the Conceptual Guide Plan, **Exhibit D**, are priorities the City has identified for the realization of the Planned Action. **Exhibit O** depicts the Open Space and on-site and off-site motorized and non-motorized circulation/transportation improvements which must accompany each Block.
  - A. Commercial, Retail, and Restaurants. The Parties recognize the need to redevelop a functionally obsolete department store while at the same time creating a new tax base for the City. Developer, as an industry recognized leader in owning, operating and leasing retail and retail-driven mixed-use properties has identified the current

appropriate retail and restaurant configuration based on the adjacency to Central Market and other market factors. These retail spaces and restaurants will generally follow the Conceptual Guide Plan, with the first phase including approximately 17,000 square feet of commercial space for a café, brew pub, restaurant and dessert shops clustered around the Open Space System and connecting to Westminster Way.

- B. Open Space System. Developer acknowledges the importance of there being publicly accessible open space incorporated into the Project. The Conceptual Guide Plan depicts Developer's approach to creating a series of these spaces spread throughout the Project. These spaces vary from green lawns for summer day picnics, outdoor movies and concerts in the park areas, to intimate plazas and paseos adjacent to lively restaurants and retail shops, well-appointed with comfortable seating areas and creative landscape and hardscape elements. **Exhibit E** refines the Open Space System. Subject to Section 4, *Flexibility*, and the Supplemental Site Design Guidelines, Open Space System components shall be provided as follows:
    - i. Westminster Plaza - with the construction of Block E.
    - ii. East Plaza - with the construction of Block D.
    - iii. West Plaza- with the construction of Block C.
    - iv. Community Open Space – with the earlier of the construction of Block B or C.
    - v. Pedestrian Shared Street - with the construction of Block C.
  - C. Westminster Way Connection. The City has identified Westminster Way as a key component of the CRA and, in connection with the Alexan project, is investing City resources towards the creation of a more pedestrian-friendly environment. The City expects the Project to leverage enhancements along Westminster Way, providing for enhanced pedestrian connections and introducing gathering areas and retail spaces within the buildings along Westminster Way.
  - D. Supplemental Site Design Guidelines. Each phase of the Project shall comply with the applicable Supplemental Site Design Guidelines.
6. Status Report. Developer will provide a regular Status Report to the City documenting its efforts related to the Project generally structured as follows:
- A. Annual Reporting. Developer shall provide a written Status Report annually every calendar year in January to the City Economic Development Program Manager until completion of the Project or the Development Agreement expires, whichever occurs first.
  - B. Contents. The Status Report shall include, but is not limited to, updates on:

- i. Construction, including public benefits, completed to date.
  - ii. Phases, including Project Components addressed in the Supplemental Site Design Guidelines, currently in development but not completed.
  - iii. Net new PM Peak hour trips generated by the Project.
  - iv. Conditions, including economic, regulatory and/or other factors that may impact current or future phases of the Project.
  - v. Developer efforts to market the Project.
  - vi. Developer shall not be obligated to disclose any proprietary or confidential information regarding the Project's financial status or potential tenants/partners.
  - vii. Any other factors that Developer identifies as relevant to the success of the Project.
- C. The City may, but is not obligated to, provide comments on the Status Report. As appropriate, Developer and the City shall meet and confer about any issues arising in the Status Report.
7. Off-Site Transportation Improvements. Ordinance 705 Exhibit A Section 1.2 Transportation provides that, as part of a voluntary agreement, the City may reduce the share of cost of frontage improvements that would otherwise be required of a project within the CRA if the City determines that other improvements implement high priority street improvements in place of lower priority improvements or meet other objectives that advance the CRA. As part of the Transportation Consistency Analysis, the Parties identified the Project's offsite transportation improvements. **Exhibit O** depicts the off-site transportation improvements which must accompany each Block. Developer shall be responsible for the following improvements:
- A. Westminster Way N. frontage improvements: Developer is responsible for its proportionate share of the cost of the improvements shown on **Exhibit G**, Westminster Way Frontage Improvements. Developer's proportionate share is due at the time of the first building permit for a building in Block E or F of the Conceptual Guide Plan.
  - B. N. 155<sup>th</sup> Street and Westminster Way Intersection: Completed with proportionate share contributions from the Project. The proportionate share at the intersection for Developer shall be the cost of the improvements as set out in Exhibit G. Developer's proportionate share is due at the time of the first building permit for a building in Block E or F of the Conceptual Guide Plan.
  - C. N. 160<sup>th</sup> Street Mid-Block Pedestrian Crossing with Rectangular Rapid-Flashing Beacons (RRFB) or similar treatment acceptable to the City Traffic Engineer at the



east leg of the N. 160<sup>th</sup> Street and Fremont Place N. This improvement will be made at the time of the first building permit for a residential building.

- D. N. 160<sup>th</sup> Street Rechannalization: Rechannalization of N 160<sup>th</sup> Street with approximately 1,200 lineal feet of frontage on both sides of 160<sup>th</sup> (from Dayton Ave N. to Linden Ave N. with transitions beyond) to provide 3 travel lanes and bike lanes on both sides of the street as demonstrated in the Transportation Consistency Analysis. The rechannalization shall be provided at the first building permit for a residential building.
- E. Deviation for N. 160<sup>th</sup> Street Amenity Zone and Pedestrian Facility. The City has determined that the North Promenade from A Street to N. 157<sup>th</sup> Street as shown in the Conceptual Guide Plan (Exhibit D) satisfies the criteria for granting a deviation from the Engineering Development Manual to allow the eight-foot wide ADA accessible pedestrian facility to be located on the Property within an easement rather than requiring Developer to dedicate Right of Way and construct the standard pedestrian facility behind the existing curb in the right-of-way. Developer may apply for and the City will grant a deviation for the North Promenade as generally shown on the Conceptual Guide Plan or in a comparable location, acceptable to the City, that respects the existing access easement. The North Promenade (approximately 0.39 acres) shall be provided with the construction of Block A or Block B, whichever occurs first and include a minimum eight-foot wide separated pedestrian and bicycle path that meets ADA standards. Developer shall grant an easement to the public for its use as a pedestrian and bicycle path. The existing sidewalk within the N. 160<sup>th</sup> Street right-of-way will remain.
- F. Greenwood Avenue N./NW Innis Arden Way and Greenwood Avenue N./N. 160<sup>th</sup> Street. The City has entered into a Transportation Mitigation Agreement with Shoreline Community College which requires the College to complete mitigation improvements at Greenwood Avenue N./NW Innis Arden Way and Greenwood Avenue N./N. 160<sup>th</sup> Street within 6 years of a certificate of occupancy for the College's student residence hall (Building Permit MFR 17 – 1322). Developer shall pay at building permit issuance for the first building in the Project following the City's issuance of permits for construction of the mitigation improvements its proportionate share based on 3 new PM Peak hour trips at these intersections out of a total of 58 PM peak hour trips generated by the College, provided that Developer's cost shall not exceed 5.2% of the cost of the mitigation improvements. The City expects to have identified a preferred alternative and cost estimate by Fall, 2019.
- G. Carlyle Hall Road/Dayton Avenue N./N.165<sup>th</sup> Street. The City's Transportation Mitigation Agreement with Shoreline Community Colleges requires the College to complete mitigation improvements at Carlyle Hall Road/Dayton Avenue N./N. 165<sup>th</sup> Street within 6 years of the City's receipt of an enrollment report showing a Full Time Equivalent enrollment of 5,340 or greater unless an updated traffic study demonstrates that mitigation is no longer necessary. Developer shall pay at issuance of the first building permit for the Project following the City's issuance of permits

for construction of the mitigation improvements its proportionate share of the improvements based on 3 new PM Peak hour trips out of a total of 21 trips generated by the College, provided that Developer's cost shall not exceed 14.3% of the cost of the improvements.

8. On-Site Motorized and Non-Motorized Circulation. Developer shall provide on-site motorized and non-motorized circulation as generally shown on **Exhibit D** using the Street Section and Design Plans in **Exhibit H** and will coordinate location and easements as necessary with adjacent property owners. **Exhibit O** depicts the on-site motorized and non-motorized circulation improvements which must accompany each Block.
  - A. N. 157<sup>th</sup> Street shall extend from Westminster Way N. to N. 160<sup>th</sup> Street and include a sharrow lane with markers and wayfinding signs to provide a bicycle connection from the Interurban Trail to the new N. 160<sup>th</sup> Street bicycle lane, the timing of which shall occur with the construction of Block C or D, whichever occurs first.
  - B. C Street shall be constructed with Block D.
  - C. B Street shall be constructed with the construction of Block B or Block C, whichever occurs first.
  - D. If provided, the Block A Promenade will be constructed with construction of Block A or Block B, whichever occurs first.
  - E. The access route shown on **Exhibit N** shall remain until C Street is constructed.
  - F. With each building permit application for demolition of a structure or portion of a structure or a new structure, Developer shall demonstrate how vehicular and truck access from N. 160<sup>th</sup> Street to Westminster Way will be provided.
9. Open Space System/City Parks.
  - A. As a component of the Project, Developer shall construct the Open Space System generally as shown on **Exhibits D and E** with the operations and maintenance according to **Exhibit I**, including the four open space components identified in this subsection. **Exhibit O** depicts the Open Space components which must accompany each Block. Each component shall include at least the minimum number of design elements required by the Supplemental Site Design Guidelines. While only the minimum number of design elements specified in the Supplemental Site Design Guidelines are required, Developer may propose as many of the design elements as may be feasible in an effort to create a unique sense of place that will enhance the probability of success for the Project.
    - i. The Central Plaza (East and West Plazas) is approximately 0.66 acres and will provide for informal active and passive recreation as well as more prescribed uses such as festivals, community gatherings, concerts or other event staging.

- ii. The Community Open Space is approximately 0.9 acres and will have a park-like character and allow for active play and lounging. It will act as a pedestrian gateway from the more residential upper areas of the site to the retail core.
  - iii. The Pedestrian Shared Street is approximately 0.7 acres and includes paths that will serve residents, visitors, pedestrians and cyclists as a web knitting the site together through a series of spaces allowing for moments of active and passive recreation including the Farmer's Market.
  - iv. The Westminster Way Plaza is approximately 0.49 acres and will provide a gateway from Westminster Way N. inviting people into the Open Space System. Wide open pedestrian paths create space for outdoor dining and gathering.
- B. Maintenance and Operations. The Open Space System shall be private property. Developer shall be responsible for the maintenance and operation of the Open Space System. However, Developer shall make the Open Space System available for reasonable public access and enjoyment subject to the guidelines provided in the Open Space System Operations & Maintenance Plan, **Exhibit I.**
- C. Multifamily Open Space. In addition to the Open Space System, pursuant to SMC 20.50.240.G, Developer will provide for each multifamily development within the Project the greater of 800 square feet of open space per development or 50 square feet of open space per dwelling unit. The Multifamily Open Space is not considered part of the Open Space System.
- D. Public Places for Commercial Portions of Project. Pursuant to SMC 20.50.240.F, for commercial portions of the Project, Developer will provide 4 square feet of public place per 20 square feet of net commercial floor area up to a maximum of 5,000 square feet. This requirement may be divided into smaller public places so long as each public place is a minimum of 400 square feet. These public places shall be considered part of the Open Space System.
- E. Credits Against Parks Impact Fees. Those components of the Open Space System for which the City grants credit against parks impacts fees shall be subject to covenants or other legally binding provisions mutually agreed upon by the Developer and the City to assure that the components are open and accessible to the public with agreed upon operations and maintenance as provided in **Exhibit I.** The purposes of these components of the Open Space System shall be for open space, landscape/hardscape, recreation, pedestrian and access by the public.
- F. Maintenance of Shoreview Park and Boeing Creek Park Trails. As an additional public benefit, Developer shall make a voluntary contribution of Fifty Thousand Dollars (\$50,000) each (One Hundred Thousand Dollars (\$100,000) in total) at the time of issuance of the certificates of occupancy for the first two residential



structures. The City shall use these funds for maintenance of trails in Shoreview Park and/or Boeing Creek Park.

10. Utilities. Developer will construct the requisite water, sanitary sewer, and stormwater facilities onsite and pay any connection fees and impact fees due for utility facilities located offsite as part of the buildout of the Project. The City has determined that the Project qualifies as a Planned Action Project and that no off-site utility improvements within the City's control are required. However, Developer remains responsible for the costs associated with alteration or extension of on-site utility infrastructure necessary to connect to the City's infrastructure and will coordinate as necessary with adjacent property owners.
11. Relocation of Existing Stormwater Line. An existing City stormwater line is located on the Property adjacent to the Westminster Way N. right-of-way. No easement of record exists for the stormwater line which primarily serves Property other than Shoreline Place. To resolve this encroachment, the City will relocate the City stormwater line from the Property to the Westminster Way N. right-of-way in conjunction with certain City improvements to Westminster Way N. and to N. 155th Street currently planned for 2020.
12. Modifications to Land Use Regulations. Pursuant to RCW 36.70B.170 *et. seq.*, the City has approved through this Agreement the modifications to the Vested Code Provisions specified in this Section. All other Vested Code Provisions shall apply.
  - A. Dimensional Requirements:
    - i. Table 20.50.020(3) is modified as follows: Base Height shall be 80 feet.
  - B. Site Design:
    - i. Site Frontage. SMC 20.50.240.C.1.e is modified as follows:  
 A building's primary entry shall be located on a street frontage and recessed to prevent door swings over sidewalks, or an entry to an interior plaza or courtyard from which building entries are accessible. For buildings adjacent to Westminster Way N. or N. 160<sup>th</sup> Street, the primary entrance may be from an internal open space with a pedestrian connection to the public right-of-way or from onsite circulation roads. See, **Exhibit J.**
    - ii. Internal Site Walkways. SMC 20.50.240.E.1.c is modified as follows:
      - c. Raised walkways at least eight feet wide shall be provided for every three, double-loaded aisles or every 265 200 feet of parking area width provided that no parking stall is more than 100 feet from a walkway. Walkway crossings shall be raised a minimum three inches above drive surfaces. Walkways shall be identified to motorists and pedestrians through the use of one or more of the following methods: changing paving materials, patterns, or paving color; change in paving height; decorative bollards; painted crosswalks; raised median walkways with landscaped buffers; or stamped asphalt.

C. Building Design:i. Building Articulation. SMC 20.50.250.B.3 is modified as follows:

Multifamily buildings or residential portions of a commercial building shall provide the following articulation features at least every ~~35~~ 80 feet of façade along the street, park, public place, or open space. Parking structure façades fronting public streets shall apply to this subsection only as material, color, texture, or opening modulations and not as offset modulations:

- a. Vertical building modulation 18 inches deep and four feet wide, if combined with a change in color or building material. Otherwise, the minimum depth of modulation is 10 feet and the minimum width for each modulation is 15 feet. Balconies may be used to meet modulation; and
- b. Distinctive ground or first floor façade, consistent articulation of middle floors, and a distinctive roofline or articulate on 35-foot intervals.

## ii. SMC 20.50.250.B.5 is modified as follows:

Every 150 feet in building length along the street front shall have a minimum 30-foot-wide section that is offset by at least 20 feet throughout floors above the ground level floor.

D. Parking:

## i. Table 20.50.410F is modified as follows:

A	B	C	D	E	F
Parking Angle	Stall Width (feet)	Curb Length (feet) (No modification)	Stall Depth (feet)	Aisle Width (feet)	Unit Depth (feet)
				1-Way 2-Way (No modification)	1-Way 2-Way (No modification)
90	<del>8.0</del> <u>7.5*</u> Min. 8.0 Desired 9.0	8.0* 8.5 9.0	<del>16.0</del> <u>15.0*</u> <del>20.0</del> <u>16.0</u> <del>20.0</del> <u>18.0</u>	23.0 23.0 23.0 23.0 23.0 23.0	** ** 63.0 63.0 63.0 63.0

\* For compact stalls only. No more than 50 percent of the required minimum number of parking stalls may be compact spaces.

## ii. SMC 20.50.410.H is modified as follows:

Any parking spaces abutting a landscaped area on the driver or passenger side of the vehicle shall provide an additional 18 inches to provide a place to step other than in the landscaped area. The required 18-inch step – off may be satisfied by a

12-inch paving strip behind a 6-inch curb. See **Exhibit J**. In a parking garage, any space abutting a wall shall provide an additional 18 inches.

13. Process.

- A. The Parties understand that, during its review of development applications, the City will likely provide correction comments. To streamline review and achieve the CRA Vision in a timely fashion, the City will strive to provide all its correction comments in its first set of review comments on an application, provided that the Applicant for the relevant development application may request preliminary comments. After the completion of two review cycles (not including preliminary comments), the City shall expedite a meeting to address any remaining correction comments.

14. Short Subdivision or Binding Site Plan. The Parties agree that a Short Subdivision or Binding Site Plan is necessary for the development of the Project. Developer acknowledges that any Short Subdivision or Binding Site Plan for the Project shall be required to comply with the applicable SMC provisions and review procedures. A Short Subdivision may be phased as follows:

- A. The first phase and each subsequent phase other than the final phase shall include a conceptual utility/infrastructure plan showing how future phases can be served.
- B. For each phase, the Developer must provide the transportation, Open Space System, and utility improvements necessary to support the current phase as well as cumulative impacts of previous phases so that the current phase can stand alone. A current phase may not be dependent on construction of improvements to be provided in a future phase unless specifically authorized in this Agreement.
- C. If a Short Plat is processed, then consistent with SMC 20.30.450 and RCW 58.17.140, a final plat for the first phase must be submitted to the City for approval within 5 years of the approval of the preliminary short subdivision. A final plat for each subsequent phase must be submitted to the City for approval within 5 years of approval of the final plat for the prior phase.

15. Critical Areas. There are no critical areas on the Property. Boeing Creek is a piped stream within the N. 160<sup>th</sup> Street right-of-way, requiring a 10-foot buffer. SMC 20.80.274.C.4 permits clearing and grading within the buffer. The Project will provide the required 10-foot buffer. SMC 20.30.355.C.6 is satisfied.

16. Public Benefits. Parties acknowledge that the Project is advancing the CRA, including but not limited to the policies and goals identified on pages 7 and 17 of the Conceptual Guide Plan. Parties agree that the proposed public benefit items in the Public Benefit Matrix, outlined in **Exhibit C**, are consistent with the SMC, Shoreline Comprehensive Plan, CRA, and Planned Action. The City will not request or require any additional public benefits as part of the Project so long as the application is consistent with the Agreement.



17. Vesting. Developer shall be entitled to develop Conceptual Guide Plan projects under the Vested Code Provisions. Vesting will occur as of January 4, 2019, the date that a complete application for a Development Agreement was filed and shall run for a term of twenty (20) years.

- A. Except as provided in Section 18, *Impact Fees*, vesting does not apply to impact fees; plan review/inspection fees; connection charges; building code changes; or City, state, or federal stormwater requirements which are generally applicable throughout the City.
- B. Developer acknowledges the City reserves all rights to impose new or different regulations as authorized by RCW 36.70B.170(4).
- C. Due to the length of the vesting term, the Parties understand that allowing some future amendments to Vested Code Provisions to apply to the Project may provide public and Developer benefit. The Parties recognize that neither Party is prescient enough to anticipate all of the potential changes in technology or Developer's business needs, lease matters, construction techniques, economic cycles or architectural design that may occur during the vesting period. The Developer, in its sole discretion, may request and City may allow application of Code Amendments to Conceptual Guide Plan projects, including but not limited to changes in parking regulations. For example, technologies related to parking (autonomous vehicles, ride-share enhancements, etc.) may change resulting in a decreased parking demand in the Project from that currently required. The City may approve the use of such amended Code provisions administratively only if it determines the following criteria are met:
  - i. The Code Amendment does not permit new uses prohibited under the Vested Code Regulations.
  - ii. The Code Amendment does not authorize an increase in the number of residential units proposed.
  - iii. The Conceptual Guide Plan project will satisfy the City's traffic concurrency standards.
  - iv. The City concludes that application of the Code Amendment provides an overall benefit to the public.

The application of a Code Amendment shall not affect Developer's vesting to other Vested Code Provisions.

18. Impact Fees.

- A. Transportation Impact Fee.
  - i. Transportation Impact Fee Calculation. Pursuant to SMC Chapter 3.80, Transportation Impact Fees shall be calculated at the rates set forth in

SMC Chapter 3.01 applicable at the time of submittal of a complete application for a building permit or upon an independent fee calculation consistent with SMC Chapter 3.80 and approved by the City Traffic Engineer. Transportation Impact Fees shall include credit for prior land uses identified by Developer to be demolished or repurposed at time of building permit application as provided in SMC 3.80.050, as amended. All fees shall be paid in full prior to building permit issuance. The following modifications apply to the calculation of Transportation Impact Fees:

- a. In the event demolition associated with a credit is not completed prior to the request for temporary occupancy for the permit for which the credit was applied, the Developer shall pay the City the full amount of the credit before the City will issue a Temporary Certificate of Occupancy.
- b. In the event the new vehicle trips for a building permit application are less than the trips associated with those that serve as the basis for the credit for that application, resulting in surplus trips, the surplus trips may be applied to future building permit applications within the Project, thereby reducing the transportation impact fees on future building permit applications. The surplus trips shall be reported and tracked in the Status Report, *Section 6*.

- B. Fire Protection Facility Impact Fee Credit. The City has entered into an Interlocal Agreement with the Shoreline Fire Department to collect impact fees for fire protection facilities. SMC 3.75.060.B.2 provides that, if no impact fee was paid for the immediately preceding use, the impact fee for the new use shall be reduced by an amount equal to the current impact fee for the immediately preceding use. Approximately 330,617 square feet of Commercial 1 retail uses previously operated on the Property.
- C. Parks Impact Fee Credit. The City has determined that certain components of the Open Space System within the Project (**Exhibits E and M**) support the goals of the City's 2017-2023 PROS Plan for public-private partnerships to provide access to recreational and public open space. The Aurora Square CRA Plan similarly speaks to private investment in outdoor amenities available for public use and the Aurora Square Planned Action EIS further recognizes that redevelopment will increase the demand for open space. Despite this, the Rate Study for Impact Fees for Parks, Open Space and Recreation Facilities, City Clerk Receiving No. 8871, did not include a park capacity project specifically near or within Aurora Square so as to entitle Developer to a park impact fee credit pursuant to SMC 3.70.080 at this time.

To effectuate the above objectives, City staff will present for City Council consideration an amendment to the Rate Study and the City's Capital Facilities Plan to identify the CRA and include components of the Open Space System authorized by this Agreement and that provide perpetual access to recreational and public open space. Upon an amendment to the Rate Study and Capital Facilities Plan, Developer shall be entitled to a credit against applicable parks impact fees as

provided for herein, in **Exhibit M**, and pursuant to SMC 3.70.080 for those projects that meet the credit requirements. The Developer shall be responsible for notifying the City in a timely manner for those portions of the Open Space System for which it would like inclusion in the Capital Facilities Plan by the City Council.

The Developer shall request a credit prior to issuance of the building permit for the relevant component of the Open Space System to be constructed by the Developer that is required by the City as a condition of approving the development activity as set forth in this Agreement. Credits shall be calculated at the time of submittal of a complete application for a building permit based on the City's current forms and impact fees at that time and shall be based upon the property acquisition costs as set out in the most current Rate Study and eligible improvements.

19. Transportation Capacity and Infrastructure; Parking Management.
  - A. The Transportation Consistency Analysis demonstrates that, with the completion of roadway improvement projects identified in Section 7: A-D, *Off-Site Transportation Improvements*, there will be sufficient motorized and non-motorized capacities (roads, sidewalks, bike lanes) to meet the City's adopted level of service standards to safely support the Project in all phases. SMC 20.30.355.C.3 is satisfied.
  - B. With each building permit application for a new structure, Developer shall demonstrate adequate parking and a parking management plan based on all of the uses of the Property at the time of permit application.
20. Concurrency Reservation. The City's transportation concurrency regulations, SMC 20.60.140, were adopted in accordance with the GMA (see, RCW 36.70A.060(6)(b)). Their purpose is to ensure that the City's transportation system is adequate to serve future development at the time the development is available for occupancy without decreasing current service levels below establish minimum standards. The City has determined that development of up to 1,358 residential units and 75,610 square feet of commercial space through the year 2039 passes the concurrency test and agrees that no further concurrency review will be required. Within thirty (30) days of the effective date of this Agreement, the City shall issue a Certificate of Concurrency for Developer's Conceptual Guide Plan, with an expiration date that is the same as the expiration date of this Agreement.
21. Accounting for Project Net New PM Hour Trips. The total net new PM peak hour trips shall not be allowed to exceed 160 at any point in time. To ensure that Project-generated net new PM Peak hour trips remain within the CRA Trip Budget, the City shall maintain an accounting of the Project's net new PM peak hour trips using the methodology in **Exhibit K** and an accounting tool consistent with **Exhibit K**. The calculation of net new trips shall be completed on a building permit-by-building permit basis and will utilize the City's estimation forms or an independent fee calculation consistent with SMC 3.80.060, and approved by the City Traffic Engineer.
22. Stormwater Detention and Treatment.



- A. General Standards. All stormwater facilities shall meet current City, state, and federal regulations in effect at the time of application for the permit triggering the need for stormwater facilities. Said compliance includes adherence to the terms of the then-current Western Washington Phase II NPDES Municipal Stormwater Permit issued by the Department of Ecology that is in effect at the time of application for the implementing entitlement permit.
  - B. Use of Future Technologies. The Parties recognize that stormwater treatment science is evolving. Developer shall have the option, but not the requirement, to use any treatment options contained in current or future Department of Ecology stormwater manuals and corresponding City stormwater technical manuals that are approved for general use by the City so long as the resulting use of technology would lead to stormwater treatment equivalent to, or better than, other authorized stormwater treatment technologies and so long as such technologies are consistent with federal and state law, including Ecology's Phase II permit, as it now exists or as may hereafter be amended.
  - C. Acknowledgement of Sufficient Stormwater Capacity. The City's consultant has indicated that the existing downstream conveyance is sized appropriately for current site conditions. Redevelopment of the Property will decrease future peak discharge rates through use of on-site detention in accordance with applicable local and state requirements.
- 23. Acknowledgement of Sufficient Water Supply and Capacity to Serve Future Development. As explained in the CRA EIS, the City of Seattle was provided with a description of the growth planned for the CRA and indicated that the water system has capacity for this growth. The Developer shall provide the City with a Water Availability Certificate with all building permit applications requiring the provision of potable water and/or fire flow.
  - 24. Acknowledgment of Sufficient Sanitary Sewer. The Ronald Wastewater District (District) has analyzed its existing and future sanitary sewer capacity and infrastructure. Based on its review for the next 25 years, the District has acknowledged that there is sufficient local sanitary sewer capacity and infrastructure in place or planned to serve the Project and that Developer may construct on-site capacity and connect to the District's sanitary sewer system to serve the Project subject to review and approval of a Developer Extension Agreement.
  - 25. State Environmental Policy Act Compliance. To create an incentive for and to streamline development within the CRA, the City prepared the CRA EIS and adopted the Planned Action Ordinance. The CRA EIS Preferred Alternative evaluated the impacts of adding 1,500,000 square feet to the existing 582,725 square feet in the CRA through the year 2030, including adding 250,000 square feet of additional retail, 250,000 square feet of additional commercial/office and 1,000 residential units. The City addended the CRA EIS on March 8, 2019. The CRA Planned Action authorizes this amount of commercial space, retail space, and dwelling units. Section 3.C(2)(b) of the Planned Action Ordinance allows shifting development between these land uses when: (a) total build out is less than the aggregate amount of development reviewed in the CRA EIS; (b) the CRA Trip Budget

(808 net new PM Peak hour trips within the CRA by the year 2030) is not exceeded; and (c) development impacts identified in the CRA EIS are mitigated consistent with Exhibit A of the Planned Action Ordinance. The City has determined that:

- A. With the Project, the Alexan Apartments, and existing land uses, total build out in the CRA is less than the aggregate amount of development reviewed in the CRA EIS.
  - B. The Transportation Consistency Analysis demonstrates that, with the Project, the Alexan Apartments and other existing land uses, the CRA Trip Budget is not exceeded.
  - C. The Transportation Improvements provided for in Section 7, *Off-Site Transportation Improvements*, fully mitigate the transportation impacts of the Project consistent with the Planned Action Ordinance and the Transportation Consistency Analysis.
  - D. The shift of development amounts between land uses within the Project satisfies Section 3.C(2)(b) of the Planned Action Ordinance thereby allowing 1,358 residential units.
  - E. The Project is within both the geographic and development intensity scope of the redevelopment contemplated in the CRA Planned Action, which adequately addressed the significant environmental impacts of the Project and has been utilized to formulate the conditions on the Project.
  - F. The Project qualifies as a Planned Action Project pursuant to SMC 20.30.357.
  - G. Compliance with the Approvals shall constitute complete mitigation of the environmental impacts of the Project.
- 26. Consistency with Comprehensive Plan. As outlined in this Agreement and required by SMC 20.30.355.C.1, the Project is consistent with the goals and policies of the Comprehensive Plan.
  - 27. Confirmation of Consistency and Future City Interpretations. City approval of this Agreement evidences its consistency with the SMC.
  - 28. Sustainability. As required by SMC 20.30.355.C.2, the Project will provide innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design as demonstrated in the Conceptual Guide Plan. Developer shall incorporate the following LEED ND (Neighborhood Development) Credit categories into the Project design: Smart location, Access to quality transit and bicycle facilities, Housing and jobs proximity, Walkable streets, Compact Development, Mixed Use Neighborhoods, Reduced Parking footprint, Connected and open Community, Connected parks and outdoor space, Access to Civic and Public Space, Community Outreach and Involvement, Tree-lined and shaded streetscapes, Rainwater management, Heat Island Reduction, Recycled and Reused Infrastructure, and Light Pollution Reduction.

29. Transitions. Property on the north side of N. 160<sup>th</sup> Street (across the right-of-way from Building B1) is zoned R-6. The architectural design and site design elements along N. 160<sup>th</sup> Street, including landscaping, open space, retention of significant trees, parking/traffic management, and multimodal transportation improvements will create necessary transitions and minimize conflicts with the R-6 properties to the North. SMC 20.30.355.C.5 is satisfied.
30. Permit Review and Processing. Developer agrees to obtain all required permits, pay all permitting/review fees as established by the City. Permitting and land use review fees will adjust over time and Developer agrees to pay the fees in place at the time of application for construction of each phase of the Project.
31. Agreement to Run With the Land. For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Developer's successors and assigns.
32. Term. The term of this Agreement shall be twenty (20) years from the Effective Date of this Agreement. The City and Developer may mutually agree to extend the term of the Agreement in writing.
33. Amendment of Agreement. Amendment of Agreement. Amendment of this Agreement is subject to the provisions of Section 56 (*Final and Complete Agreement*). Amendments to the Agreement shall be designated as either minor or major amendment by the Director of Planning and Community Development, in consultation with affected City Departments.
- A. Minor Amendments. A minor amendment is an amendment that is not defined below as a major amendment.
- B. Major Amendments. A major amendment shall require an amendment to the Agreement and expressly includes:
1. Changing the term of the Agreement as set forth in Section 17 *Vesting*;
  2. Modifying the Open Space requirements set forth in Section 5.B *Phasing* or Section 9, *Open Space System*;
  3. Increasing the number of residential dwelling units set forth in Section 3 *Development Approvals* by more than ten percent (10%);
  4. An amendment that would cause an exceedance of the "CRA Trip Budget" as defined in the Agreement;
  5. Proposing a land use that is not allowed in the zone;
  6. An amendment to any of the modifications set forth in Section 12 *Modifications to Land Use Regulations*; or



7. An amendment creating new significant environmental impacts not evaluated in the Aurora Square Planned Action FEIS.
- C. Processing of amendments.
1. Major Amendments shall be processed as set forth in SMC 20.30.355(E)(1), requiring notice, a public hearing before the Planning Commission and City Council approval by ordinance or resolution, except that such amendments are not required to conform to SMC 20.30.355(B) Development Agreement Contents and will only be subject to the applicable Decision Criteria in SMC 20.30.355(C) based on the subject matter of the proposed amendment.
  2. Minor Amendments shall be administratively reviewed and approved by the Director of Planning and Community Development following the procedures for a Type A decision as set forth in SMC 20.30.040 without notice, public hearing, or city council approval. In reviewing such amendments, the Director shall consult with affected City departments.
  3. The Director's decision classifying an amendment as major or minor is final and not subject to reconsideration or administrative appeal.
  4. The City's decision to approve a minor or major amendment is discretionary. The City may impose reasonable conditions of approval on any amendment.
  5. The fee for processing of a minor or major amendment shall be the hourly rate set forth in SMC 3.01.010 for a development agreement at the time of the amendment.
  6. If approved, the Developer shall record the executed amendment as provided in SMC 20.30.355(E)(2).
34. Additional Parcels. In the event that Developer acquires additional parcels adjacent to the Property and/or within the CRA, Developer may apply to have the additional parcels made subject to this Agreement as a minor amendment and the Project elements adjusted accordingly so long as the proposed uses of the additional parcels are consistent with the Planned Action and do not cause an exceedance of the CRA Trip Budget. All other terms and conditions of the Approvals would apply.
35. Construction of Documents. In the event there are any conflicts or ambiguities between the terms of the body of this Agreement and the terms in any of the Exhibits, the terms of the body of this Agreement shall control.
36. Indemnification. Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto, each Party shall protect, defend, indemnify and hold harmless the other Party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the Party's own officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against

a Party, the Party whose sole negligent actions or omissions gave rise to the claim shall defend the other Party at the indemnifying Party's sole cost and expense; and if final judgment be rendered against the other Party and its officers, agents, and employees or be rendered jointly against the Parties and their respective officers, agents, and employees, the Party whose sole negligent actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each Party shall indemnify and hold the other Party harmless only to the extent of the indemnifying Party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.

37. Agreement Consistency with RCW 82.02.020. The mitigation requirements established by this Agreement are consistent with the requirements of RCW 82.02.020 and mitigate the direct impacts that have been identified as a consequence of the Project.
38. Recording. This Agreement shall be recorded with the King County Recorder's Office at Developer's expense.
39. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns. Developer shall have the right to sell, transfer, mortgage, hypothecate, convey or take any other similar action regarding the title to or financing for all or any portion of the Property, provided however that any such transfer, sale, etc. shall be subject to the terms and conditions, rights and obligations of this Development Agreement and all attachments thereto. At least 30 days prior to the effective date of any such transfer, the Developer or any other transferor shall (1) formally notify the transferee of this Development Agreement, and (2) formally notify the City of the intended transfer.
40. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.
41. Authority. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that will be enforceable against each Party in accordance with the terms herein.
42. Delays. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. Force Majeure means extraordinary natural events or conditions such as war,

riot, labor disputes, or other causes beyond the reasonable control of the obligated party. The City's or Developer's inability to fund, or decision not to fund, any of its obligations shall not be an acceptable reason for delay.

43. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the notice in the manner aforesaid:

Developer:

MGP XII SB AURORA, LLC  
c/o Merlone Geier Partners  
Attn: Jamas Gwilliam  
4365 Executive Drive, Suite 1400  
San Diego, CA 92121  
Phone: 858-259-9909  
Email: jgwilliam@merlonegeier.com

And to its Attorney:

Alison Moss  
Schwabe Williamson & Wyatt  
1420 5<sup>th</sup> Avenue, Suite 3400  
Seattle, WA 98101

City of Shoreline:

And to its Attorney:

44. Dispute Resolution. The Parties shall follow the procedures in this section to address disputes. For the purpose of this Section, any written request or notice shall be sent to the Parties as set forth in Section 43, Notices. Performance of each Party's obligations and responsibilities of this Development Agreement, not subject to the dispute, shall continue during any dispute resolution or mediation proceedings. If the Parties are unable to resolve the dispute after utilizing the methods set forth in



this Section, then either Party may seek to enforce the provisions of this Development Agreement through any method afforded by law.

- A. **Informal Resolution.** It is the Parties' intent to work cooperatively and in good faith to resolve any disputes in an efficient and cost-effective manner. In the event of any dispute as to the interpretation or application of the terms or conditions of this Agreement, Developer and the City, through their designated representatives, shall meet within ten (10) working days after the receipt of a written request from the other Party for the purpose of attempting, in good faith, the prompt resolution of the dispute. Such a meeting may be continued by mutual agreement of the Parties to a date certain to include other persons or parties, or to obtain additional information.
- B. **Mediation.** In the event that such a meeting does not resolve the dispute, or the meeting is not held within ten (10) working days, prior to commencing any litigation, except for a request for a temporary restraining order or preliminary injunction, the Parties shall first attempt to mediate the dispute. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association. Any mediator so designated must be acceptable to the Parties. The mediation will be conducted in King County, Washington. Any Party may terminate the mediation at any time. All communications during the mediation shall be confidential and shall be treated as settlement negotiations for the purpose of applicable rules of evidence, including Evidence Rule 408. However, evidence that is independently admissible shall not be rendered inadmissible by nature of its use during the mediation process. The mediator may not testify for either Party in any subsequent legal proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The cost of any mediation proceedings shall be shared equally by the Parties. Any cost for a Party's legal representation during mediation shall be borne by the hiring Party.
- C. **Arbitration.** The Parties may voluntarily agree to Arbitration. If the Parties have agreed to arbitration, within fifteen (15) days of the receipt of a written request from the other Party of Default, the Parties shall confer and seek to agree upon a single arbitrator. If the Parties cannot agree on a single arbitrator, then the arbitration will be referred to Judicial Arbitrators and Mediators Seattle ("JAMS"). Each Party shall select a representative from JAMS, the representatives shall then meet, confer and select one of their colleagues to serve as the arbitrator, but if JAMS is not in existence or not able to hear the matter, then either Party may apply to the Washington Superior Court for appointment of a single arbitrator pursuant to RCW 7.04.050. The arbitrator shall establish the procedures and allow presentation of written and oral information but shall render its final decision within thirty (30) days after the matter is referred to arbitration, unless the

Parties agree to additional time in writing. The Parties shall pay equally the cost of the arbitration.

45. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this Agreement shall lie in King County Superior Court.
46. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement are material.
47. Attorneys' Fees. In any arbitration or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.
48. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
49. No Partnership. Nothing in this Agreement is intended to create any type of partnership or joint venture relationship between the Parties as to the Property or its development.
50. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.
51. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.
52. Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This Section shall not require the execution of any document that expands, alters, or in any way changes the terms of this Agreement.
53. Exhibits. This Agreement includes the following exhibits which are incorporated by reference herein:
  - A. Exhibit A - Legal Description of Property.
  - B. Exhibit B – Property.
  - C. Exhibit C – Public Benefit Matrix.

- D. Exhibit D – Conceptual Guide Plan.
- E. Exhibit E – Open Space System.
- F. Exhibit F -Supplemental Site Design Guidelines.
- G. Exhibit G –Westminster Way Improvements.
- H. Exhibit H – Street Sections and Design Plans.
- I. Exhibit I - Open Space System Operations & Maintenance Plan.
- J. Exhibit J - Illustrations of Modifications to Land Use Regulations.
- K. Exhibit K - Net New PM Peak Hour Trip Accounting Tool.
- L. Exhibit L – Vested Provisions of Title 20 SMC.
- M. Exhibit M – Shoreline Place Open Space Potential Credit Calculations.
- N. Exhibit N – Phase 1 Circulation Plan
- O. Exhibit O – Block Plan and Required Improvements per Phase

54. Counterparts. This Agreement may be signed in any number of identical counterparts, each of which shall be considered an original even if it is transmitted by electronic means and taken together those identical counterparts will be considered to constitute one and the same instrument. The Effective Date of this Agreement shall be the date when the last representative of the City and/or Developer executes and transmits a copy of the signed Agreement.
55. Full Understanding. The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.
56. Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the development of the Project. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the Exhibits hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.



Developer:  
**MGP XII SB AURORA, LLC,**  
a Delaware limited liability company

By: Merlone Geier XII, LLC,  
a California limited liability company

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

City of Shoreline  
A Washington municipal corporation

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON  
COUNTY OF KING

ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be \_\_\_\_\_ of MGP XII SB Aurora, LLC that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF KING

ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be \_\_\_\_\_ of the CITY OF SHORELINE, a Washington municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

**Proposed Shoreline Place Development Agreement PLN18-0206**

**Index of the Record**

July 11, 2019

**Exhibit A:** March 7, 2019 Planning Commission Regular Meeting

1. [Staff Report - Proposed Development Agreement - Shoreline Place Introduction](#)  
Attachment A – Conceptual Development Plan and Design  
Attachment B – Shoreline Place Conceptual Guide Plan – Proposed Project Elements Market Analysis and Rationale
2. [Approved Meeting Minutes for March 7, 2019](#)

**Exhibit B:** May 2, 2019 Planning Commission Regular Meeting

1. [Staff Report - Proposed Development Agreement - Shoreline Place](#)  
[Attachment A – Development Agreement Content and Criteria](#)  
[Attachment B – Planned Action Ordinance No. 705](#)  
[Attachment C - Aurora Square Community Renewal Area Plan](#)  
[Attachment D - SEPA Planned Action Determination of Consistency/Amended Planned Action Determination of Consistency](#)  
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[Exhibit A - Legal Description of Property](#)  
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[Exhibit C – Public Benefit Matrix.](#)  
[Exhibit D – Conceptual Guide Plan](#)  
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[Exhibit F - Supplemental Site Design Guidelines](#)  
[Exhibit G – Westminster Way Improvements](#)  
[Exhibit H – Street Sections and Design Plans](#)  
[Exhibit I - Open Space System Operations & Maintenance Plan](#)  
[Exhibit J - Illustrations of Modifications to Land Use Regulations](#)  
[Exhibit K - Net New PM Peak Hour Trip Accounting Tool](#)  
[Exhibit L – Vested Provisions of Title 20 SMC](#)  
[Exhibit M - Shoreline Place Open Space Potential Credit Calculations](#)  
[Attachment F – Index of Development Agreement Sections](#)  
[Attachment G - MGP and City Staff Responses to Decision Criteria](#)
2. [Approved Meeting Minutes for May 2, 2019](#)
3. **Written Public Comment**
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  - [Giordano, Jesse](#)
  - [Johnson, Cynthia](#)
  - [Lidstrom, Kothra](#)
  - [Lowell, Olivia](#)
  - [Ruiter, Steve](#)
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- [McIntyre, Dustin](#)
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- [ROIC](#)

**Exhibit C: May 16, 2019 Planning Commission Regular Meeting**

1. [Staff Report - Proposed Development Agreement - Shoreline Place](#)  
[Attachment A - SMC 20.60.140 Adequate Streets](#)  
[Attachment B - City of Seattle's Traffic Standard Fig A-11](#)  
[Attachment C - Shoreline Engineering & Design Manual Section 12.10 Woonerf](#)  
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2. [DRAFT Meeting Minutes for May 16, 2019](#)
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  - [Braun, Raymond](#)
  - [Braun, Raymond #2](#)
  - [Charest, Isis](#)
  - [Hogle, Karen](#)
  - [Parrent, Jeanne](#)
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  - [Russell, Kathleen](#)
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**Exhibit D: June 6, 2019 Planning Commission Public Hearing/Regular Meeting**

1. [Staff Report – Proposed Development Agreement - Shoreline Place #3](#)  
[Attachment A - Shoreline Place DA - Staff Report Attachment](#)  
[Draft Shoreline Place Development Agreement - redline](#)  
[Draft Shoreline Place Development Agreement - clean](#)  
[Exhibit A - Legal Description](#)  
[Exhibit B - Property](#)  
[Exhibit C - Public Benefit Matrix](#)  
[Exhibit D - Conceptual Guide Plan](#)  
[Exhibit E - Open Space System Plan - revised 5-31-19](#)  
[Exhibit F - Supplemental Site Design Guidelines](#)  
[Exhibit G - Westminster Way Improvements](#)  
[Exhibit H - Street Sections and Design Plans](#)  
[Exhibit I - Open Space System Operations & Maintenance Plan](#)  
[Exhibit J - Illustrations of Modifications to Land Use Regulations](#)  
[Exhibit K - Net New PM Peak Hour Trip Accounting Tool](#)  
[Exhibit M - Shoreline Place Open Space Potential Credit Calculations](#)  
[Exhibit N - Proposed Phase Plan - New 5-31-19](#)
2. [DRAFT Meeting Minutes for June 6, 2019](#)
3. **Written Public Comments:**
  - [Baker, Don](#)
  - [Cutting, Kimberly](#)



- [Cutting, Jacqueline](#)
- [Harkness, Linda](#)
- [Kayyali, Bergith](#)
- [Leitzelar, Lisa](#)
- [McInerney, Sara Raab](#)
- [ROI Comment Letter - Draft Revisions to DA](#)
- [ROIC Response to MGP's Proposed plan \(Meeting hand out\)](#)
- [Zhang, Ruoxi](#)

**Exhibit E:** July 11, 2019 Planning Commission Public Hearing Meeting

1. [Staff Report - Proposed Development Agreement - Shoreline Place](#)  
[Attachment A - Development Agreement Content and Criteria](#)  
[Attachment B - Planned Action Ordinance No. 705](#)  
[Attachment C - Aurora Square Community Renewal Area Plan](#)  
[Attachment D - SEPA Planned Action Determination of Consistency - Original and Amended](#)  
[Attachment E - Proposed Development Agreement](#)  
[Exhibit A - Legal Description of Property](#)  
[Exhibit B - Property Site Plan](#)  
[Exhibit C - Public Benefit Matrix](#)  
[Exhibit D - Conceptual Guide Plan](#)  
[Exhibit E - Open Space System](#)  
[Exhibit F - Supplemental Site Design Guidelines](#)  
[Exhibit G - Westminster Way Improvements](#)  
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[Exhibit I - Open Space System Operations & Maintenance Plan](#)  
[Exhibit J - Illustrations of Modifications to Land Use Regulations](#)  
[Exhibit K - Net New PM Peak Hour Trip Accounting Tool](#)  
[Exhibit L - Vested Provisions of SMC Title 20](#)  
[Exhibit M - Shoreline Place Open Space Potential Credit Calculations](#)  
[Exhibit N - Phase 1 Circulation Plan](#)  
[Exhibit O - Block Plan and Required Improvement per Phase](#)  
[Attachment F - MGP and Staff Recommendation to Decision Criteria](#)  
[Exhibit A - Shoreline Place Transportation Consistency Analysis](#)  
[Attachment G - PRCS/Tree Board Memo](#)
2. [Draft Minutes of June 6, 2019 Study Session](#)
3. **PUBLIC COMMENT:**  
[Erik - Phone Comment](#)

**Exhibit F:** [July 11, 2019 City Staff PowerPoint Presentation](#)

**Exhibit G:** [July 11, 2019 MGP PowerPoint Presentation](#)

**Exhibit H:** [July 11, 2019 Bricklin & Newman Letter for ROIC](#)

**Exhibit I:** [July 11, 2019 Heartland Memorandum for ROIC](#)

**Exhibit J:** [July 11, 2019 Heffron Transportation Letter for ROIC](#)

Proposed Shoreline Place Development Agreement

**Noticing & SEPA Exhibit List**

1. March 8, 2019 – Notice of Addended EIS for Aurora Square Planned Action  
Mailing and email lists
2. March 8, 2019 – Determination of Consistency with SEPA for the Aurora Square CRA  
Email lists
3. April 22, 20219 – Revised Determination of Consistency with SEPA for Aurora Square CRA  
Email lists
4. May 16, 2019 – Public Hearing Notice for Proposed Shoreline Place Development Agreement  
Mailed to 1000' radius
5. June 6, 2019 - Public Hearing Notice for Proposed Shoreline Place Development Agreement  
Mailed to 1000' radius
6. May 29, 2019 – Rescheduled Public Hearing Notice for June 6, 2019 meeting – Postcard  
Mailed to 1000' radius
7. June 19, 2019 – Public Hearing notice for July 11, 2019 Shoreline Place Development Agreement  
– postcard  
Mailed to 1000' radius

Attachment F – Development Agreement Decision Criteria  
Analysis and Staff Recommendation

SMC 20.30.355(C) Decision Criteria	Applicant’s explanation of how the Shoreline Place Development Agreement meets the City’s Decision Criteria for a Development Agreement
1. The project is consistent with goals and policies of the Comprehensive Plan. If the project is located within a subarea plan, then the project shall be consistent with the goals and policies of the subarea plan.	<p>As explained in response to Criterion 2, the new Shoreline Place, located in the Comprehensive Plan Mixed Use 1 (MU1) land use designation (CRA), is centered around vibrant community gathering spaces, incorporating multi-family housing, retail, and restaurants where only acres of parking exist. The Westminster Way plaza will activate the re-envisioned Westminster Way N. and draw pedestrians into the Project and its open space system.</p> <p>As the City’s Parks, Recreation and Open Space Plan (PROS Plan) explains, parks, open spaces, and recreational opportunities play a critical role in “who the city is becoming.” PROS Plan, Executive Summary, page 4. The <b>Conceptual Guide Plan</b> includes a publicly-accessible Open Space System which will create a series of spaces spread throughout the Project varying from green lawns for summer day picnics, outdoor movies and concerts in the park, to intimate plazas and paseos adjacent to lively restaurants and retail shops, well-appointed with comfortable seating areas and creative landscape and hardscape elements. It will provide pedestrian and bicycle access to and through Shoreline Place and be connected to the public and private improvements implementing the City’s reimagined Westminster Way N. and to the Interurban Trail. Figures 2.4 and 4.14 of the PROS Plan illustrate that there are no neighborhood parks within a 15-minute walkshed of Shoreline Place. (The City has established a level of service target for providing neighborhood parks within a 15-minute walk to all city residents.) The Open Space System will help close this gap. One of the many benefits of the open space system is that it will accommodate the Farmers’ Market.</p> <p>The Project implements Comprehensive Plan Goals and Policies:</p> <p><u>Land Use:</u></p> <ul style="list-style-type: none"><li>• Goal LU I (encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods).</li><li>• Goal LU VI (encourage pedestrian-scale design).</li><li>• Goal LU VII (plan for commercial areas that serve the community, are attractive, and have long-term economic vitality).</li><li>• Goal LU VIII (encourage redevelopment of the Aurora corridor).</li><li>• Goal LU XII (increase access to healthy food by encouraging... farmers markets)</li><li>• Policy LU9 (the MU1 designation encourages the development of walkable places with architectural interest that integrate a wide variety of retail... and service uses, along with form-based maximum density residential uses).</li></ul>

	<p><u>Community Design:</u></p> <ul style="list-style-type: none"><li>• Goal CD I (promote community... redevelopment that is aesthetically pleasing, functional, and consistent with the City’s vision).</li><li>• Goal CD II (design streets to create a cohesive image, including continuous pedestrian improvements that connect to the surrounding neighborhoods).</li><li>• Goal CD III (expand on the concept that people using places and facilities draw more people).</li><li>• Policy CD1 (encourage building design that creates distinctive places in the community).</li><li>• Policy CD3 (encourage commercial, mixed-use, and multi-family development to incorporate public amenities, such as public and pedestrian access, pedestrian-oriented building design, mid-block connections, public spaces, activities, and solar access).</li><li>• Policy CD5 (encourage architectural elements that provide protection from the weather).</li><li>• Policy CD18 (preserve, encourage, and enhance open space as a key element of the community’s character).</li><li>• Policy CD20 (provide public spaces of various sizes and types throughout the community).</li><li>• Policy CD21 (design public spaces to provide amenities and facilities such as seating, lighting, landscaping, kiosks, and connections to surrounding uses and activities that contribute to a sense of security).</li><li>• CD24 (encourage building and site design to provide solar access, and as well as protection from weather).</li><li>• CD27 (where appropriate and feasible, provide lighting, seating, landscaping and other amenities for sidewalks, walkways, and trails).</li><li>• CD30 (provide pedestrian gathering spaces to unify corners of key intersections involving principal arterials).</li></ul> <p><u>Housing:</u></p> <ul style="list-style-type: none"><li>• Goal H I (provide sufficient development capacity to accommodate the 20-year growth forecast and promote other goals, such as creating demand for transit and local businesses through increased residential density along arterials; and improved infrastructure, like sidewalks and stormwater treatment, through redevelopment).</li><li>• Policy H3 (encourage infill development on vacant or underutilized sites).</li></ul> <p><u>Transportation:</u></p> <ul style="list-style-type: none"><li>• Goal T III (provide a pedestrian system that is safe, and connects to destinations, accesses transit, and is accessible by all).</li><li>• Policy T22 (prioritize construction of sidewalks, walkways, and trails. Pedestrian facilities should connect to destinations, access transit, and be accessible by all).</li><li>• Policy T49 (expand the city’s pedestrian network).</li></ul> <p><u>Economic Development:</u></p> <ul style="list-style-type: none"><li>• Goal ED I (maintain and improve the quality of life in the community by increasing employment opportunities; supporting businesses that provide goods and services to local and regional populations; ... complementing community character).</li><li>• Goal ED II (promote retail... activity to diversify sources of revenue and expand the employment base).</li></ul>
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	<ul style="list-style-type: none"><li>• Goal ED VII (encourage multi-story buildings for efficient land use).</li><li>• Goal ED VIII (promote and support vibrant activities and businesses that grow the local economy).</li><li>• Policy ED6 (reinvigorate economically blighted areas in Shoreline by establishing <i>Community Renewal Areas</i> with associated renewal plans).</li><li>• Policy ED7 (enhance existing neighborhood shopping and community nodes to support increased commercial activity, neighborhood identity, and walkability).</li><li>• Policy ED12 (revitalize commercial business districts and encourage high-density mixed-use in these areas).</li><li>• Policy ED 14 (encourage a mix of businesses that complement each other and provide variety to the community to create activity and economic momentum).</li><li>• Policy ED 32 (support farmers market).</li></ul> <p><u>Parks, Recreation &amp; Open Space:</u></p> <ul style="list-style-type: none"><li>• Policy 1.2 (provide a variety of indoor and outdoor gathering places for recreational and cultural activities).</li><li>• Policy 1.3 (plan for, acquire and develop land for new facilities to meet the need of a growing population).</li><li>• Goal PR II (provide community-based recreation and cultural programs that are diverse and affordable).</li><li>• Goal PR III (meet the parks, recreation and cultural service needs of the community by equitably distributing resources).</li><li>• Policy 3.3 (equitably distribute facilities and program offerings based on identified need).</li><li>• Policy 3.4 (identify unserved and underserved populations with unmet recreation and cultural needs).</li><li>• Policy 4.2 (seek partners and planning, enhancement and maintenance of facilities and programs).</li><li>• Policy 4.4 (engage and partner with the business community to create public open space in private development).</li></ul> <p>In addition to re-channelizing N. 160<sup>th</sup> Street to provide bicycle lanes, as illustrated on <b>page 105 of the Conceptual Guide Plan</b>, bicycle circulation through the Project site will be accommodated for advanced/commuter riders along the northern property boundary and N. 157<sup>th</sup> Street in a sharrow lane. Other bicycle circulation through the site for residents, children and recreational bicyclists will be provided through a wide multipurpose raised sidewalk. These elements of the Project implement the following Comprehensive Plan Goals and Policies:</p> <ul style="list-style-type: none"><li>• Land Use Goal LU II (establish land use patterns that promote walking, biking and using transit to access goods, services, education, employment, recreation).</li><li>• Transportation Goal T II (develop a bicycle system that is connective, safe, and encourages bicycling as a viable alternative to driving).</li><li>• Transportation Goal T VI (encourage alternative modes of transportation to reduce the number of automobiles on the road, promote a healthy city, and reduce carbon omissions).</li></ul>
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	<ul style="list-style-type: none"><li>• Transportation Policy T6 (support and promote opportunities and programs so residents have options to travel ... using modes other than single-occupancy vehicles).</li><li>• Transportation Policy T 50 (prioritize projects that complete the city’s bicycle networks).</li><li>• Economic Development Policy ED2 (promote non-motorized connections between commercial businesses, services, and residential neighborhoods).</li></ul> <p>The Developer will provide a mid-block crossing on N. 160<sup>th</sup> Street which implements Transportation Policy T 23 (design crossings that are appropriately located and provide safety and convenience for pedestrians).</p> <p>The City has approved a deviation to allow the N. 160<sup>th</sup> Street ADA accessible pedestrian facility to be located on the Property, allowing the Developer to retain the trees adjacent to the N. 160<sup>th</sup> right-of-way. Retention of these trees is consistent with Policy CD 16 (where feasible, preserve significant trees and mature vegetation); and Policy NE 19 (minimize removal of healthy trees).</p> <p>As discussed in response to Criterion 5, the proposed development utilizes a variety of strategies to respond to the residentially zoned areas across N. 160<sup>th</sup> Street. These strategies implement the following Housing Goals and Policies:</p> <ul style="list-style-type: none"><li>• Goal H V (integrate new development with consideration to design and scale that complements existing neighborhoods and provides effective transitions between different uses and intensities).</li><li>• Policy H 23 (assure that site, landscaping, building, and design regulations create effective transitions between different land uses and densities).</li></ul> <p>On-site stormwater management will implement:</p> <ul style="list-style-type: none"><li>• Land Use Policy LU69 (design, locate and construct surface water facilities to promote water quality).</li><li>• Natural Environment Goal NE VI (manage the stormwater system through the preservation of natural system and structural solutions in order to protect water quality).</li><li>• Natural Environment Goal NE VII (continue to require that natural and on-site solutions, such as infiltration and rain gardens be proven infeasible before considering engineered solutions, such as detention).</li></ul> <p>As explained in response to Criterion 3, the Project satisfies the City’s concurrency standards and is consistent with Transportation Policy T 44 (adopted Level of Service D).</p> <p>As explained in response to Criteria 3 and 4, there is sufficient capacity and infrastructure (roads, sidewalks, bike lanes) to meet the City’s adopted level of service standards and sufficient capacity within public services (water, sewer and stormwater) to adequately serve the development proposal in all future phases. Consequently, the Project satisfies Capital Facilities Goal CF II (ensure the capital facilities</p>
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	<p>and public services necessary to support... new development is available, concurrent with locally adopted levels of service and in accordance with Washington State Law).</p> <p>As detailed in <b>Section 11 of the Development Agreement</b>, an existing City stormwater line is located on the Property adjacent to the Westminster Way N. right-of-way. The Developer will relocate the City stormwater line from the Property to the Westminster Way N. right-of-way in a coordination with the Alexan project. Relocation of the stormwater line is consistent with Utilities Policy U7 (encourage the co-location or joint use of trenches... so that utilities may encourage expansion, maintenance, undergrounding, and upgrading of facilities with the least amount of disruption to the community or of service delivery).</p>
<p><i>STAFF ANALYSIS AND RECOMMENDATION ON DEVELOPMENT AGREEMENT CRITERION No. 1</i></p>	<p>The proposed development is strongly supported by the City’s 2012 Comprehensive Plan. Vision 2029, developed in 2009, was the City’s long-range vision that is the basis of the Framework Goals and the goals and policies of the Land Use, Community Design, Housing, Economic Development, and Capital Facilities elements. In general, these goals and policies support quality development, functionality, walkability, high density, business-friendly environment, mixed development with more pedestrian/ public spaces and activities, new businesses and employers, and economic growth. More explicitly, two policies promote a vision, strategy for mixed uses in Aurora’s retail centers and a master planned, sustainable, life-style center at Aurora Square.</p> <p><b>Community Renewal Area Plan</b></p> <p>The Community Renewal Area Plan is not a subarea plan. However, we review it here because it functions like a subarea plan because it is an adopted plan and gives statements that provide vision, goals and policies that become a framework for implementation (<b>Attachment C</b>). The Community Renewal Area Plan contains a vision and a variety of development possibilities and activities for the area that were intended to incentivize rather than restrict or dictate future development uses. Some of these aspirational uses included entertainment/media sound stages and office space.</p> <p>The CRA was advanced through the Planned Action Ordinance which provided environmental analysis to further incentivize redevelopment and provide clarity and flexibility for a redevelopment process.</p> <p>While the proposed DA from MGP does not meet all the goals discussed within the CRA, the MGP property only accounts for one quarter of the CRA land area and other properties may still help meet some of the other goals in the CRA. The CRA suggests that the MGP proposal meets the following goals as underlined below:</p> <ul style="list-style-type: none"><li>❖ <i>City-Led Renewal Projects - <u>Planned Action, traffic analysis, low-impact development, coordinated signage, developer agreements, a sound stage, and infrastructure improvements.</u></i></li><li>❖ <i>Public-Private Renewal Projects - <u>incentives for investment and joint efforts.</u></i></li></ul>

	<div>❖ <i>Transform Westminster Way - <u>into an attractive, pedestrian friendly street that connects the triangle parcel (Alexan) and the shopping center.</u></i></div> <div>❖ <i>Create an Eco-District – for facilities and infrastructure to treat <u>stormwater or wastewater</u>, clean power and other environmental goals.</i></div> <div>❖ <i>Integrate into the Context – <u>Connect with sidewalks. Signage, entrances to be connected to the large area, Aurora Avenue, Rapid Ride, and the Interurban Trail.</u></i></div> <div>❖ <i>Establish a Vibrant Center – <u>Create place-making where there is interest, activities, restaurants, public art, etc.</u></i></div> <div>❖ <i>Reinvent the Sears Building – <u>Consider using the building for adaptive reuse.</u></i></div> <div>❖ <i>Construct Internal Connections – <u>Construction of multiple ways for multi-modal interaction to encourage shoppers to stay longer.</u></i></div> <div>❖ <i>Incorporate the College – <u>Provide housing, improve N 160<sup>th</sup> for access, and a draw for students to use the CRA.</u></i></div> <div>❖ <i>Build New Homes – <u>Create residential living units close to shopping, work, and other activities, transit, education, and leisure.</u></i></div> <div><p><b>Comprehensive Plan Framework Goals and Elements Goals and Policies (excerpts)</b></p><p>Staff agrees that the goals and policies identified by the applicant are being implemented and promoted by the projects proposed in the Shoreline Place Development Agreement. The development of Shoreline Place as defined in the proposed Development Agreement also is implementing a few more goals in addition to those highlighted by the applicant:</p><p><u>Framework Goals</u></p><p>FG 9: Promote quality building, functionality, and walkability through good design and development that is compatible with the surrounding area.</p><p>FG 14: Designate specific areas for high density development, especially along major transportation corridors.</p><p>FG 15: Create a business- friendly environment that supports small and local businesses, attracts large businesses to serve the community and expand our jobs and tax base, and encourages innovation and creative partnerships.</p><p>Goal ED III: Facilitate private sector economic development through partnerships and coordinating funding opportunities.</p><p>Goal ED VI: Support employers and new businesses that create more and better jobs.</p><p>ED1: Improve economic vitality by:</p><ul style="list-style-type: none"><li>•Promoting existing businesses;</li><li>•Recruiting new businesses;</li><li>•Encouraging increased housing density around commercial districts, especially those served by high capacity rapid transit, to expand customer base; and</li><li>•Developing design guidelines to enhance commercial areas with pedestrian amenities, and “protect and connect” adjacent residential areas.</li></ul></div>
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	<p>ED2: Promote non-motorized connections between commercial businesses, services, and residential neighborhoods.</p> <p>ED4: Use incentives and development flexibility to encourage quality development.</p> <p>ED23: Encourage the redevelopment of key and/or underused parcels through incentives and public/private partnerships.</p> <p>ED27: Develop a vision and strategies for creating dense mixed-use nodes anchored by Aurora’s retail centers, including how to complement, support, and connect them with mid-rise residential, office, and destination retail buildings.</p> <p>ED29: Reinvent Aurora Square to help catalyze a master-planned, sustainable lifestyle destination.</p> <p><b>STAFF RECOMMENDATION:</b> Staff recommends that the Planning Commission find the proposed Shoreline Place Development Agreement consistent with goals and policies of the Comprehensive Plan and the Aurora Square CRA Plan.</p>
<p><b>2. The proposed development uses innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design.</b></p>	<p>Developed in the middle of the last Century, the Aurora Square super-block was conceived of an auto-centric retail development that is largely disconnected from the broader neighborhood context. The new Shoreline Place is centered around vibrant community gathering space, incorporating multi-family housing, retail, and restaurants where only acres of parking exist. A new network of inter-connected open spaces will include a pedestrian street or woonerf, public plazas, and park space that prioritize the pedestrian realm and connections to transit. The new stormwater system will incorporate low impact development strategies that integrate with the landscape design to improve storm water quality. Replacing the existing large parking fields with dispersed parking and mixed-use development will mitigate the urban heat island while promoting walkability. New buildings will be at least 60 percent more energy efficient than those originally developed on-site.</p>
<p><i>STAFF ANALYSIS AND RECOMMENDATION ON DEVELOPMENT AGREEMENT CRITERION No. 2</i></p>	<p>The proposed development will develop a mixed use commercial center with parks, plazas, internal walkways, and public spaces for day and evening activity. Though the development does not propose the highest possible sustainable building practices, the replacement of the Sears buildings and hardscape with the current International Building Code (IBC) energy and Department of Ecology (DOE) surface water codes will be a large step in that direction.</p> <p><b>Environmental Sustainability through Stormwater Management</b></p> <p>Over the past several years, the City has conducted several studies in Boeing Creek, which is located near the CRA. These include the Boeing Creek Master Plan, the Boeing Creek Regional Stormwater Facility Feasibility Study and a drainage study of the area that drains to the stormwater system in Westminster Way. Needs of the basin were also reviewed as part of the Surface Water Master Plan.</p> <p>In general, Boeing Creek has been heavily impacted by development within the upper basin which includes the areas along Aurora Ave N corridor (including the Shoreline Place properties). The high level of impervious surfaces leads to higher peak flows which lead to erosion in channels such as channel down-cutting and slope failures. To provide some more specific context, the MGP property at 17.3 acres of the 1,740 acre Boeing Creek Basin accounts for less than 1% of the overall basin.</p>

	<p>The general recommendation of the Basin Plan is to reduce the erosion impacts of the stream through re-development where current standards are very restrictive. The Basin Plan does not recommend any large City capital projects to create new detention facilities but rather focuses on smaller LID-oriented projects and working with private development for stormwater management improvements. The re-development of Shoreline Place by MGP is in alignment with this recommendation/strategy of the Basin Plan.</p> <p>Looking specifically at the MGP property, currently there is little to no flow control or detention, meaning storm drainage off the 17.3 acres is not detained on site and drains fairly quickly to the stream thus contributing to the peak flows and erosive conditions in the creek. Under the current stormwater standards, post-redevelopment runoff is required to match <b>pre-developed forested</b> conditions. This essentially results in nearly negligible stormwater leaving the site for all but the largest of storms. Meeting the current (and future) standards is a significant improvement over the current condition at the project/property level; however, this is a small incremental improvement that by itself does not make a major difference in the current peak flow into Boeing creek from the project. However, as other properties in the basin redevelop, the small improvement each provides will add up to a significant improvement.</p> <p>From a water quality perspective, as MGP has shown, they will be significantly reducing not only the total impervious surface but also the pollution generating impervious surfaces by replacing parking lots with buildings and open spaces. In addition to the reduction of pollution generating parking lots, they will be required to provide enhanced water quality treatment for all the pollution generating surfaces that remain. This will be a significant improvement over the current conditions.</p> <p>In summary, the existing stormwater regulations will essentially eliminate stormwater discharge in all but significantly large events. The property is a very small component of the Boeing Creek Basin therefore has very small impact on the overall performance. The basin plan recognized the impact of current development on the Creek and identified the strategy of small incremental improvements through re-development such as this project. Staff has not identified nor recommends any additional requirements that would have a significant benefit than the current standards.</p> <p><b>Environmental Sustainability through site design</b></p> <p>The applicant has also agreed to incorporate several LEED ND (Neighborhood Development) credit categories into the project design. The following LEED ND credits are to be included:</p> <ul style="list-style-type: none"><li>❖ Smart location;</li><li>❖ Access to quality transit and bicycle facilities;</li><li>❖ Housing and jobs proximity;</li><li>❖ Walkable streets;</li><li>❖ Compact Development;</li></ul>
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	<div>❖ Mixed Use Neighborhoods;</div> <div>❖ Reduced Parking footprint;</div> <div>❖ Connected and open Community;</div> <div>❖ Connected parks and outdoor space;</div> <div>❖ Access to Civic and Public Space;</div> <div>❖ Community Outreach and Involvement;</div> <div>❖ Tree-lined and shaded streetscapes;</div> <div>❖ Rainwater Management;</div> <div>❖ Heat Island Reduction;</div> <div>❖ Recycled and Reused Infrastructure; and</div> <div>❖ Light Pollution Reduction.</div> <div><b>Innovative Design</b></div> <div>The proposed approach to development is innovative for Shoreline where most development is one building without any physical, visual, or design connection to the adjacent properties. A mixed use, town center with retail, groceries, residences, office (WSDOT), and a nearby college that has connected walkways and public places will physically hold or draw these activities and land uses together. This development will allow people to find a variety of activities and have less of a need to drive around town to connect them. In addition, this site will be served by high-capacity transit along Aurora Avenue and bicyclists and pedestrians by way of the Interurban Trail. The proposed development is about 1/3 of the entire CRA and located in the center of Shoreline Place. Its precedence, physical template, and the activity of this development will likely initiate positive changes on the adjoining properties when those redevelop.</div> <div><b>Aesthetic Design</b></div> <div>The Shoreline Place Development Agreement goes beyond the City’s required design elements especially the regulations pertaining to public open space and onsite multi modal circulation and connectivity. The Shoreline Place Development Agreement includes an open space system totaling between 2.75 - 3.47 acres depending upon certain easement adjustments with adjacent property owners. The Development Code only requires .56 acres for Public Places for the proposed development. The Development Code includes very little direction on how to develop on site circulation. The Shoreline Place Development Agreement includes a very detailed plan for onsite multi modal circulation.</div> <div>The Conceptual Guide Plan, Attachment E, Exhibit D and the Open Space System in Exhibit E illustrate the level of aesthetic detail planned for the project. Attachment E, Exhibit F- Supplemental Site Design Guidelines are intended to provide the City with a level of assurance that the key components of the Conceptual Guide Plan shall be incorporated into the development.</div>
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	<b>STAFF RECOMMENDATION:</b> Staff recommends the Planning Commission find the Shoreline Place Development Agreement meets Criterion 2 by including innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design.
<b>3. There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) that meet the City’s adopted level of service standards (as confirmed by the performance of a transportation impact analysis) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases or there will be adequate capacity and infrastructure by the time each phase of development is completed. If capacity or infrastructure must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.</b>	<p>The Developer has provided and the City has reviewed and approved a Transportation Consistency Analysis which provides a trip generation analysis of the Project; documents that, with buildout of the Project, the Alexan apartments, and addition of 200 employees to the WSDOT Headquarters building, new PM peak hour trips will total 264 trips, well below the 808 trips analyzed in the Aurora Square CRA Environmental Impact Statement (EIS) as addended in March, 2019; and proposes mitigation.</p> <p>Transportation improvements, identified in <b>Section 7 of the Development Agreement</b>, include: Westminster Way N. frontage improvements; a proportionate share contribution to the Westminster Way N./155<sup>th</sup> Street N. intersection; channelization improvements to N. 160<sup>th</sup> Street to provide bike lanes; a mid-block pedestrian crossing on N. 160<sup>th</sup> Street; proportionate share contributions to the Greenwood Avenue N./NW Innis Arden Way and Greenwood Avenue N./N 160<sup>th</sup> Street intersections; and a proportionate share contribution to the Carlyle Hall Road/Dayton Avenue N./N.165<sup>th</sup> Street intersection.</p> <p>As explained in <b>Section 20 of the Development Agreement</b>, the City has determined that development of up to 1,358 residential units and 75,610 square feet of commercial space through the year 2039 passes the concurrency test.</p>
<i>STAFF ANALYSIS AND RECOMMENDATION ON</i>	The development proposal includes a thorough transportation consistency analysis which demonstrates compliance with Shoreline Municipal Code 20.60.140 Adequate Streets and consistency with environmental analysis performed as part of the City-led Community Renewal Area Plan. The development demonstrated compliance in the following ways:



<i>DEVELOPMENT AGREEMENT CRITERION No. 3</i>	<ul style="list-style-type: none"><li>• The total maximum net new proposed peak hour trips generated by the project at build out will be 99. Prior to full demolition of the Sears building, new peak hour trips may on an interim basis reach 160. <b>Section 21 of the Development Agreement</b> provides that net new PM Peak hour trips shall not be allowed to exceed 160 at any point in time. Project trips, in addition to pipeline trips for active projects within the CRA such as the Alexan, remain well under the EIS studied threshold of 808 trips.</li><li>• The proposal build-out year extends to 2039. Current City analysis only extends to 2030. As such, additional analysis was performed to determine the net difference in trips that would be added to the various CRA study intersections in the 2039 build-out year in comparison to what was studied by the City. The results showed very little difference in comparison to what was studied under Shoreline’s environmental analysis; as such no change to the traffic Level of Service outcomes would be anticipated. (<b>Attachment F Exhibit A</b>)</li><li>• The project will contribute proportional share mitigation funding to 2 locations (See <b>Attachment F Exhibit A</b>) shown to be failing the City’s level of Service standards in future years, as previously identified by Shoreline Community College analysis.</li><li>• The project will pay Transportation Impact Fees for other citywide impacts, in accordance with the code applicable at the time of permit. This accounts for permits both now, and in build-out years past 2030.</li><li>• The project will include a public bike connection through the site for advanced/commuter riders along the northern property boundary controlled by Shoreline Place diagonally through the project in a “sharrow” lane, while other bicycle circulation through the site for residents including children, and recreational bicyclists would be provided through a wide multipurpose raised sidewalk. This bicycle facility will serve as an important connection between the Shoreline Community College and neighborhoods to the west, and the Interurban Trail.</li><li>• The development proposal improves transportation facilities consistent with the CRA plan and slated planned improvement projects in <b>Attachment F Exhibit A</b>.</li><li>• Off-site Transportation Improvements are detailed in <b>Attachment E, Section 7</b>.</li></ul> <p><b>STAFF RECOMMENDATION:</b> Staff recommends the Planning Commission find that the Shoreline Place Development Agreement meets Criterion 3 based on the transportation analysis performed and the off-site mitigation detailed in Section 7 of the Development Agreement. The Development Agreement also includes a plan for how and when by phase their proportionate share of the improvements will be funded.</p>
<b>4. There is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate</b>	<p><u>Utilities Generally:</u> <b>Section 10 of the Development Agreement</b> requires that the Developer construct the requisite water, sanitary sewer, and stormwater facilities (the “Utilities”) onsite and pay any connection fees and impact fees due for utility facilities located offsite as part of the build-out of the Project. No off-site utility improvements within the City's control are required. Developer is responsible for the costs associated with alteration or extension of on-site utility infrastructure necessary to connect to the City’s infrastructure.</p>

<p>capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.</p>	<p><u>Water:</u> As explained in the CRA EIS, the City of Seattle was provided with a description of the growth planned for the CRA and indicated that the water system has capacity for this growth. <b>Section 23 of the Development Agreement</b> requires that the Developer provide the City with a Water Availability Certificate with all building permit applications requiring the provision of potable water or fire flow.</p> <p><u>Sewer:</u> As explained in <b>Section 24 of the Development Agreement</b>, the Ronald Wastewater District has analyzed its existing and future sanitary sewer capacity and infrastructure. Based on its review for the next 25 years, the District has acknowledged that there is sufficient local sanitary sewer capacity and infrastructure in place or planned to serve the Project and that Developer may construct on-site capacity and connect to the City’s sanitary sewer system to serve the Project subject to review and approval of a Developer Extension Agreement. The Developer has applied to Ronald Wastewater District for a Developer Extension Agreement.</p> <p><u>Stormwater:</u> It is anticipated that stormwater will be managed on-site and that no off-site improvements are necessary. <i>See also, Section 22 of the Development Agreement</i> which requires that all stormwater facilities meet current city, state, and federal regulations in effect at the time of application for the permit triggering the need for stormwater facilities. Such stormwater facilities will provide a substantial improvement over existing conditions. The City has acknowledged that it is not aware of capacity constraints in the natural conveyance system in the event that Developer’s stormwater will discharge off-site to the natural environment in addition to the use of onsite detention/vaults in accordance with applicable local and state requirements.</p>
<p>STAFF ANALYSIS AND RECOMMENDATION ON DEVELOPMENT AGREEMENT CRITERION No. 4</p>	<p>The proposed Development Agreement adequately addresses the capacity for services for water, sewer and stormwater based on the Conceptual Guide Plan. The following is a summary of each utility:</p> <ul style="list-style-type: none"><li>• Water: MGP has had preliminary discussions with Seattle Public Utilities who have indicated there is or can be adequate water supply. In addition, <b>Section 23 of the Development Agreement</b> requires that the Developer provide the City with a water availability certificate with all building permit applications requiring potable water and/or fire flow.</li><li>• Sewer: Ronald Wastewater District is reviewing their capacity analysis. RWD has indicated there are no significant issues that cannot be addressed through the development process.</li><li>• Storm: The City is in discussion with MGP regarding the relocation of an existing stormwater pipe (does not serve the Sears site) from their property into the Right of Way of Westminster Way because it will limit the placement of proposed buildings on that part of the site and therefore have ramifications on the remainder of the site and urban design. The relocation of this stormwater line will be a City project and will be included in the City’s Westminster Way and 155<sup>th</sup> Street Intersection project. MGP will be</li></ul>

	<p>responsible to manage stormwater on their project site in accordance with the stormwater regulations in place at the time of each phase of development.</p> <ul style="list-style-type: none"><li>• In general, MGP will be responsible to coordinate directly with the utility providers to ensure capacity is available at each phase of the development.</li></ul> <p><b>STAFF RECOMMENDATION:</b> Staff recommends the Planning Commission find that the Shoreline Place Development Agreement meets Criterion 4 based on the applicant’s demonstration that there is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed; and the applicant has identify a plan for funding their proportionate share of the improvements through the building permitting process.</p>
<p><b>5. The development agreement proposal contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management, multimodal transportation improvements, and other features that minimize conflicts and create transitions between the proposal site and adjacent property zoned R-4, R-6, R-8 or MUR-35'.</b></p>	<p>The proposed development utilizes a variety of strategies to respond to the residentially zoned areas across N. 160<sup>th</sup> Street. Commercial uses and active open spaces are oriented towards the eastern portion of the site, transitioning to solely residential uses closer to the existing residential zone. Significant building setbacks are provided along N.160<sup>th</sup> Street to retain the existing densely vegetated frontage and provide for an internal pedestrian pathway adjacent to the street. In addition to code required building modulation, the upper floor façades adjacent to residential zones will use material changes or setbacks to reduce the perceived height and scale.</p>

<i>STAFF ANALYSIS AND RECOMMENDATION ON DEVELOPMENT AGREEMENT CRITERION No. 5</i>	<p>The portion of this criterion related to minimizing conflicts and creating transitions between the project and R-4, R-6, R-8 or MUR-35', only applies to the R-6 zoned neighborhood directly across from the proposal on the north side of N 160<sup>th</sup> Street. That R-6 area fronts approximately 270 feet directly across from the Sears site and includes three single-family residences. The proposed Development Agreement shows proposed buildings on the south side of N. 160<sup>th</sup> Street directly across from these R-6 residences.</p> <p>The proposed buildings will meet most of the City's Commercial Design Standards (see Criterion 2 above). In addition, the City has Transition Area Standards that require the proposed buildings to be setback and the upper stories stepped-back to minimize the apparent building size toward the R-6 homes. The proposed buildings will meet this standard by increasing the setback at the building base from 10 feet to 60 feet. This increased setback allows the proposed building height to be 80 feet in height and to meet the intent of the Transition Area standards.</p> <p><b>STAFF RECOMMENDATION:</b> Staff recommends the Planning Commission find that the Shoreline Place Development Agreement meets Criterion 5. The Shoreline Place Development Agreement contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management, multimodal transportation improvements, and other features that minimize conflicts and create transitions between the proposal site and adjacent property zoned R-4, R-6, R-8 or MUR-35' as is evidenced in the Attachment E, Exhibit D – Conceptual Guide Plan, Exhibit E – Open Space System, Exhibit G- Westminster Way Improvements and Exhibit H- Street Sections and Design Plans. Attachment E, Exhibit F- Supplemental Site Design Guidelines further commits the applicant to develop the site consistently with the Conceptual Guide Plan.</p>
<b>6. The project is consistent with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II, and applicable permits/approvals are obtained.</b>	<p><u>Critical areas:</u> The Project is located south of Boeing Creek, which is piped within N. 160<sup>th</sup> Street near the northeast property line. SMC Table 20.80.280(1) requires a 10' buffer for a piped stream. Work will occur within the buffer for driveway and right-of-way improvements as permitted by SMC 20.80.274.C.4.</p> <p><u>Shoreline Master Program:</u> The SMP is not applicable. The Property is not within the shoreline jurisdiction.</p>
<i>STAFF ANALYSIS AND RECOMMENDATION ON DEVELOPMENT AGREEMENT CRITERION No. 6</i>	<p>There are no Wetland, Floodplain, Fish and Wildlife Habitat (stream corridors), Flood Hazard Areas, or Aquifer Recharge critical areas on site. "Piped Streams" are included in the Critical Area Code; however, they only exist along the proposed N 160<sup>th</sup> Street improvements. The proposed relocation of the stormwater pipe in Westminster is not designated as a "Piped Stream". There are some isolated, man-made, moderate to high landslide hazard areas indicated on the Sears site. These slopes were originally created to level parking and</p>



	<p>building pad areas. The conceptual development plans are not specific enough to discern whether this is a conflict. However, the proposed Development Agreement is not requesting a departure from the critical area regulations. The Sears site is not within the Shoreline Master Program area.</p> <p><b>STAFF RECOMMENDATION:</b> Staff recommends the Planning Commission find that the Shoreline Place Development Agreement proposal is consistent with the standards of the critical area regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II, and that applicable permits/approvals will be obtained; and therefore, meets Criterion 6.</p>
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## MEMORANDUM

**DATE:** April 8, 2019

**TO:** Kendra Dedinsky, PE, City of Shoreline Traffic Engineer  
Jamás Gwillam, Merlone Geier Partners

**FROM:** Michael J. Read, PE, Principal, TENW

**SUBJECT:** Shoreline Place - Transportation Consistency/Traffic Impact Analysis  
*Expanded Study*

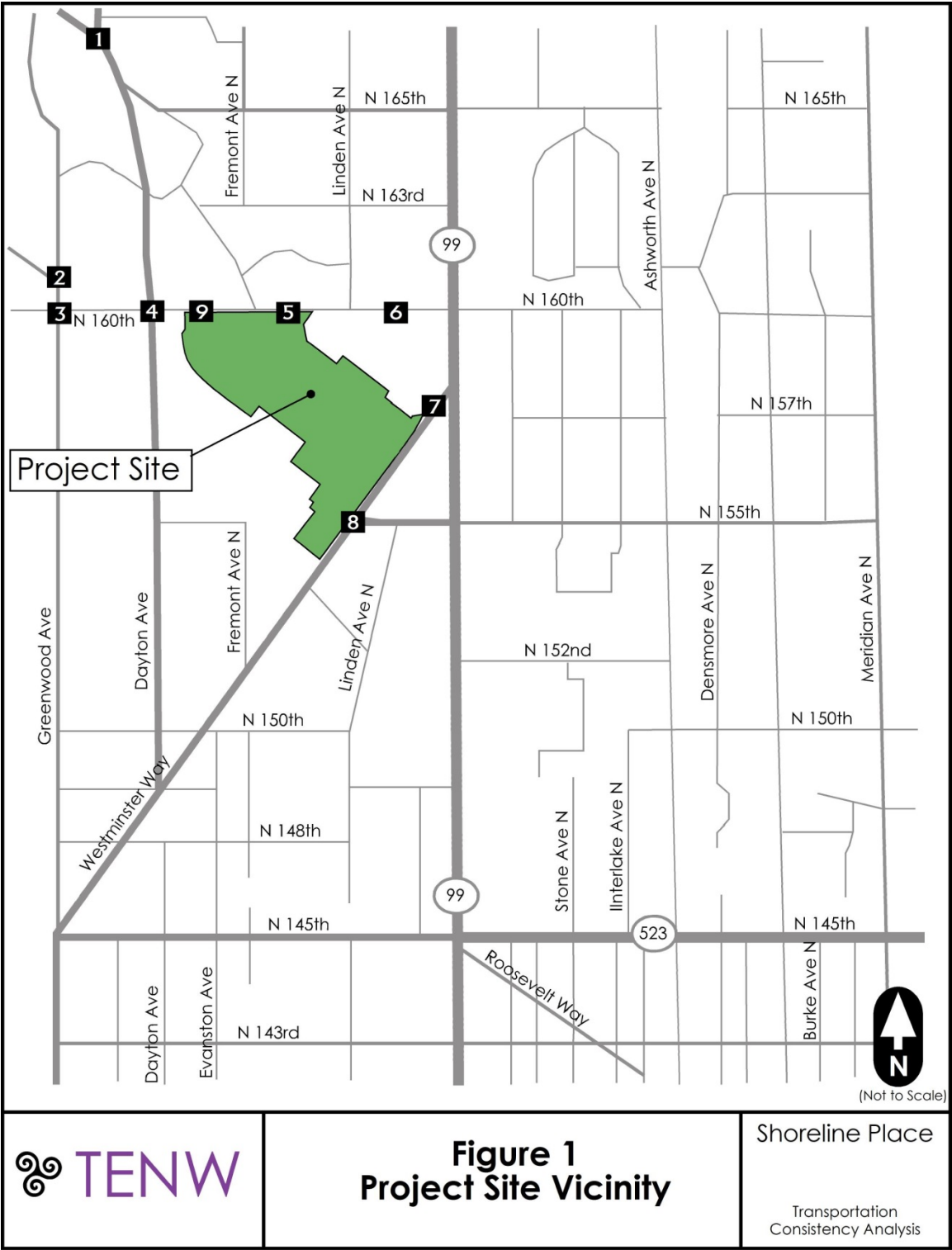
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This memorandum documents both a transportation consistency analysis of specific transportation evaluations and land use assumptions documented in the *Aurora Square Community Renewal Area (CRA)* and project-level EIS analysis, as well as a traffic impact analysis to ensure functionality of existing and proposed site access roadways and operations of intersections consistent with the City of Shoreline Concurrency requirements based upon the proposed *Shoreline Place* redevelopment project. As one of the first redevelopment projects within the Aurora Square CRA, this consistency and traffic impact analysis provides the following transportation-related items:

- A comparative trip generation analysis of the *Shoreline Place* project in contrast to existing commercial retail uses within the Sears property using trip generation rates published by ITE in the *Trip Generation Manual, 10<sup>th</sup> Edition, 2017*. A comparative analysis with the EIS assumptions and conclusions document the remaining trip entitlements within the overall Aurora Square CRA.
- A review of traffic operations and vehicle queueing at existing or proposed future driveways (two existing on N 160<sup>th</sup> Street and two onto Westminster Way) as well as several off site intersections with buildout of *Shoreline Place* to ensure City Transportation Concurrency standards are met. Traffic forecasts consider growth rates applied in the *Aurora Square Planned Action EIS*, buildout of the adjacent Alexan Apartment project, and employment growth expected at the WSDOT Headquarters building.
- A review of existing/proposed truck access driveways to ensure no impacts to adjacent existing retail owners/tenants within the Aurora Square CRA and an identification of truck access driveways and routing to ensure goods mobility and freight deliveries.
- An overview of a designated bikeway through the *Shoreline Place* project site.
- An overview of transportation improvements necessitated as a result of frontage along public rights-of-way and contributions towards specific projects determined as Priority Renewal projects within the Aurora Square CRA.

## Project Trip Generation

Using the latest edition of the *Trip Generation Manual, 10<sup>th</sup> Edition, 2017*, TENW prepared the estimated vehicle trip generation as a result of the *Shoreline Place* project within the Aurora Square CRA. A site vicinity map with study intersections is provided in **Figure 1**, while a conceptual site plan is provided in **Attachment A**. For trip generation/traffic analysis purposes, a total of 1,358



residential apartments with 59,160 square-feet of new retail and 13,000 square-feet of sit-down quality restaurant were assumed. An existing bank with drive-thru within the property boundary (3,450 square feet) would remain.

The primary retail center that would be removed as part of the *Shoreline Place* project is a former Sears Retail complex. For the purposes of the transportation analysis, the series of buildings comprised approximately 143,753 square-feet of net retail space, 72,193 square-feet of net warehouse/storage (appliance distribution center), 20,000 square-feet of office (administrative/call-center), and 50,042 square-feet in auto center/tire store services. It should be noted that approximately 286,000 square feet of existing commercial building space was assumed to be removed as part of the *Shoreline Place* project for traffic analysis purposes (with a total floor area of up to 333,600 square-feet determined as of March 2019).

As shown in **Table 1**, a total of approximately 505 new a.m. peak hour (142 entering and 363 exiting), and 651 new p.m. peak hour vehicular trips (392 entering and 259 exiting) would be generated at full buildout of *Shoreline Place*. It should be noted that these net vehicle trips do not account for removal of the Sears retail complex or pass-by trips. Detailed trip generation tables are provided in **Attachment B**, and where appropriate, fitted curve equations were applied. Consistent with the CRA EIS assumptions, NCHRP 684 methodology was applied to estimate internal trips that would remain within the development.

**Table 1: Shoreline Place Net Trip Generation Summary**

Time Period	In	Out	Total
<i>Standard ITE Rates with Pass-By/Internal Adjustments</i>			
Weekday AM Peak Hour	142	363	505
Weekday PM Peak Hour	392	259	651

Source: Trip Generation Manual, 10<sup>th</sup> Edition, ITE, 2017.

## Comparative Trip Generation Analysis with the CRA EIS

The *Aurora Square Planned Action EIS* modeled three redevelopment scenarios, with redevelopment that would include remove and replace approximately 433,000 square-feet of existing retail uses and construct up to 1,000 new apartment units, 250,000 square-feet of additional retail and 250,000 square-feet of new office uses under the highest approved land use scenario (Alternative 3).

As summarized in **Table 2**, the relative increase in vehicle trip generation contemplated within the *Aurora Square Planned Action EIS* would range from zero (0) under the No Action Alternative to approximately 808 new p.m. peak hour trips under Alternative 3 (City adopted Alternative 3 as referenced in the Addendum to the *Aurora Square Planned Action Draft Environmental Impact Statement* (December 12, 2014) and *Final Environmental Impact Statement* (July 24, 2015), issued on March 8, 2019).

Under the *Shoreline Place* redevelopment scenario (accounting for removal of existing Sears retail complex and internal/pass-by trips), a net increase of 99 new p.m. peak hour trips (132 new entering trips and 33 fewer existing trips) would be generated in comparison to existing land uses. When considering Shoreline Place, the adjacent Alexan Apartment complex, and WSDOT employment growth, the net change is estimated at 264 new trips in total, well below



the EIS threshold of 808 new p.m. peak hour trips under a cumulative comparison. A detailed summary of land use and vehicle trip generation assumptions of the EIS trip thresholds is provided in **Attachment C**. As such, the proposed Shoreline Place project is consistent with the traffic analysis and land use assumptions of the *Aurora Square Planned Action EIS*.

**Table 2: EIS PM Trip Threshold Comparisons**

Scenario	In	Out	Total	Net Change
No Action	453	594	1,047	<b>0</b>
Alternative 2	633	812	1,445	<b>+398</b>
Alternative 3	817	1,038	1,855	<b>+808</b>
Shoreline Place (only)	585	561	1,146	<b>+99</b>
Shoreline Place + Alexan Apts (+85)+ WSDOT Growth (+80)	+87=672	+78=629	+165=1,311	<b>+264</b>

Source: Aurora Square CRA EIS and the Trip Generation Manual, 10<sup>th</sup> Edition, ITE, 2017.

## Traffic Impact Analysis

To ensure compliance with the City's Transportation Concurrency standards and to evaluate consistency with the traffic operational results of the *Aurora Square Planned Action EIS* transportation analysis, intersection level of service (LOS) analyses were conducted at all site driveways and additional off-site intersections northwest of the Shoreline Place project per the direction of the City Traffic Engineer. Intersection level of service analysis reviewed future baseline conditions under a 20-year buildout horizon year (2039) and with new project traffic generated at full buildout of the *Shoreline Place* project.

### 2039 Baseline Traffic Forecasts

To evaluate project traffic operations at full buildout of *Shoreline Place*, review of the traffic projections within the *Aurora Square Planned Action EIS* was conducted by TENW. As provided in **Attachment D**, the average annual growth rate between 2013 and 2030 determined in the EIS was 1.2 percent per year of total entering volumes at study intersections (see **Figure 1**) that immediately serve the site. As such, to prepare 2039 forecasts under the buildout horizon year for Shoreline Place, this average annual growth rate was applied to all study intersections for a 21-year period using an extrapolation method of 21-years growth on traffic counts collected in 2018.

In addition to these background traffic growth rates, known pipeline traffic associated with the Alexan Apartment complex and additional employment expected at the adjacent WSDOT Headquarters building (200 new employees from the Department of Ecology) within the Aurora Square CRA area were added to these forecasts. The resultant cumulative total growth factor applied to study intersections and site driveways ranged from approximately 25 percent to 33 percent between 2018 and 2039.

To evaluate project traffic impacts, the total net increase in vehicle trip generation from the Shoreline Place project were added to the baseline 2039 traffic forecasts with additional adjustments for pass-by trips associated with proposed retail land uses. As the 2018 traffic counts did not account for any significant vehicle trip generation associated with the Sears retail complex, no adjustments to existing counts were made as a conservative approach. Adjustments were made however, to

account for removal of the off-site student parking/shuttle service that currently occurs on-site to support the Shoreline Community College. **Attachment D** also provides existing 2018 traffic counts and the resultant p.m. peak hour traffic forecasts for 2039 under future baseline and with project conditions.

## Consistency

As part of the consistency review, a comparative analysis of detailed EIS forecasts at the intersection-level was completed with additional factoring to 2039 to ensure growth projections used in evaluation of traffic impacts associated with Shoreline Place were consistent with assumptions within the CRA EIS. As provided in **Attachment E**, totaling entering volumes at each study intersection within the CRA is documented and factored to 2039 under the No Action Scenario. Net increases in vehicle trips associated with known buildout within the CRA including the Alexan Apartment complex, new WSDOT trips, and Shoreline Place are identified. The resultant intersection-level total entering volumes in 2039 “with known CRA buildout” were then compared with the adopted Alternative 3 forecasts (representing a 2030 horizon year), and on an aggregate basis totaling entering traffic at all study intersections is approximately 3.7 percent lower than those levels evaluated in the CRA EIS.

At an intersection level, those study intersections that were slightly higher than EIS forecasts were forecasted at no more than 2.7 percent or less, and at those intersections within Shoreline’s jurisdiction, were projected to operate at LOS D or better. At those intersections where EIS forecasts are higher using these methods, projected level of service is better than that documented in the CRA EIS. This is primarily due to the fact that the overall net increase in traffic generated by uses within the CRA is significantly lower than EIS assumptions.

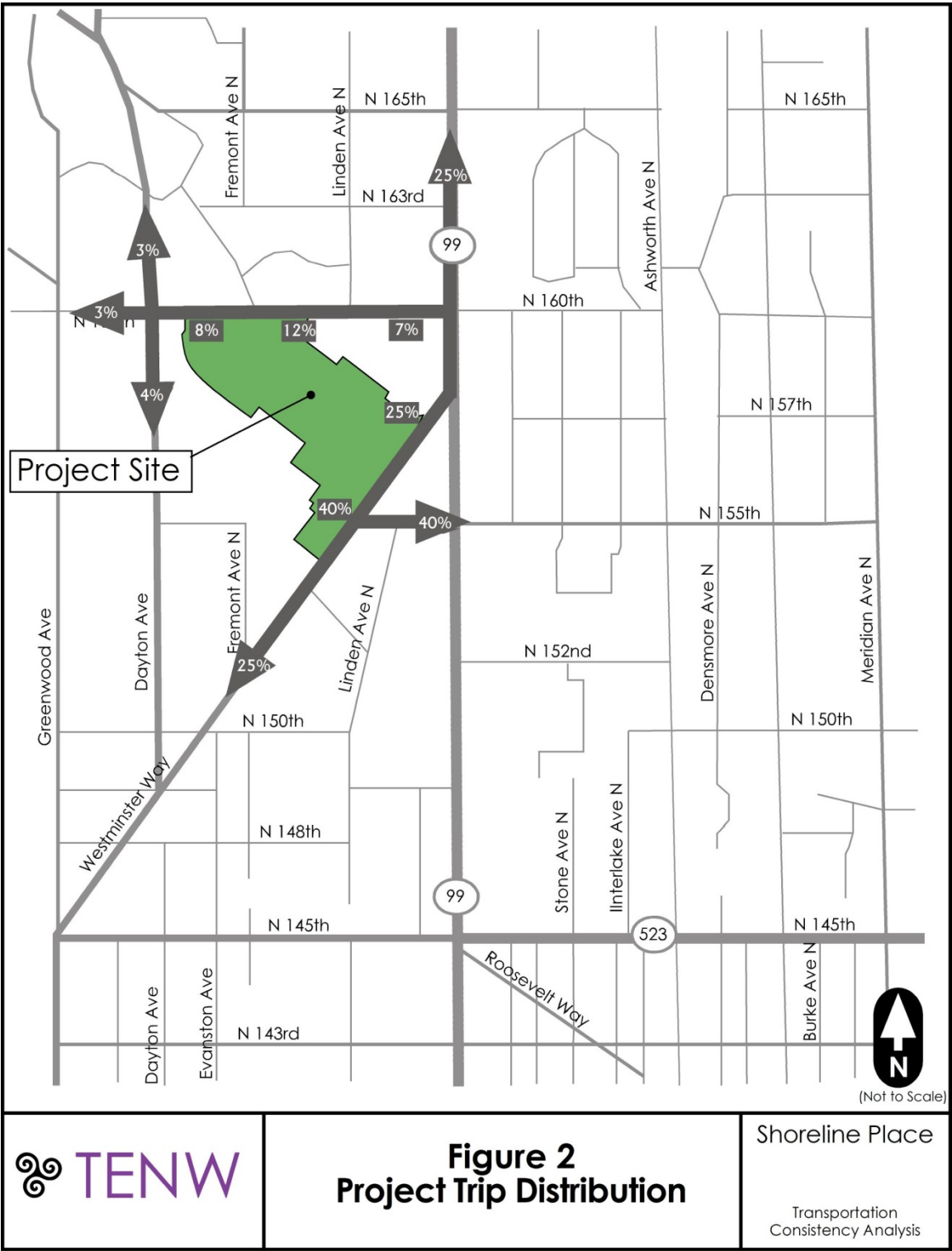
## Project Trip Distribution

To estimate vehicle trip distribution, existing traffic patterns at regional intersections and site access driveways as well as the distribution of land uses and proposed parking facilities on-site were all considered. As provided in **Figure 2** portrays off-site trip distribution patterns as well as general site driveway trip distribution patterns. Detailed trip assignments of turning movements and directional flows are provided in **Attachment D** as part of 2039 Traffic Forecasts.

## Intersection Level of Service Analysis

LOS refers to the degree of congestion on a roadway or intersection. It is a measure of vehicle operating speed, travel time, travel delays, and driving comfort. A letter scale from A to F generally describes LOS. At signalized intersections, LOS A represents free-flow conditions-motorists experience little or no delays, and LOS F represents forced-flow conditions-motorists experience an average delay in excess of 80 seconds per vehicle. The LOS reported for signalized intersections represents the average control delay per vehicle entering the intersection. The LOS reported at stop-controlled intersections is also based on the average control delay (sec/veh) and is reported for each movement. Therefore, the reported LOS at unsignalized intersections does not represent a measure of the overall operations of the intersection.

LOS calculations for both signalized and stop-controlled intersections were calculated using the methodologies and procedures outlined in the 2010 *Highway Capacity Manual (HCM)*, Special



Report 209, Transportation Research Board (TRB). **Table 3** outlines the LOS criteria for signalized and unsignalized intersections based on these methodologies.

**Table 3: Level of Service Criteria for Intersections**

Level of Service	Signalized Intersection	Unsignalized Intersection
	Average Delay Range (sec)	Delay Range (sec)
A	≤ 10	≤ 10
B	> 10 to ≤ 20	> 10 to ≤ 15
C	> 20 to ≤ 35	> 15 to ≤ 25
D	> 35 to ≤ 55	> 25 to ≤ 35
E	> 55 to ≤ 80	> 35 to ≤ 50
F	> 80	> 50

Source: "Highway Capacity Manual", Special Report 209, Transportation Research Board, 2010.

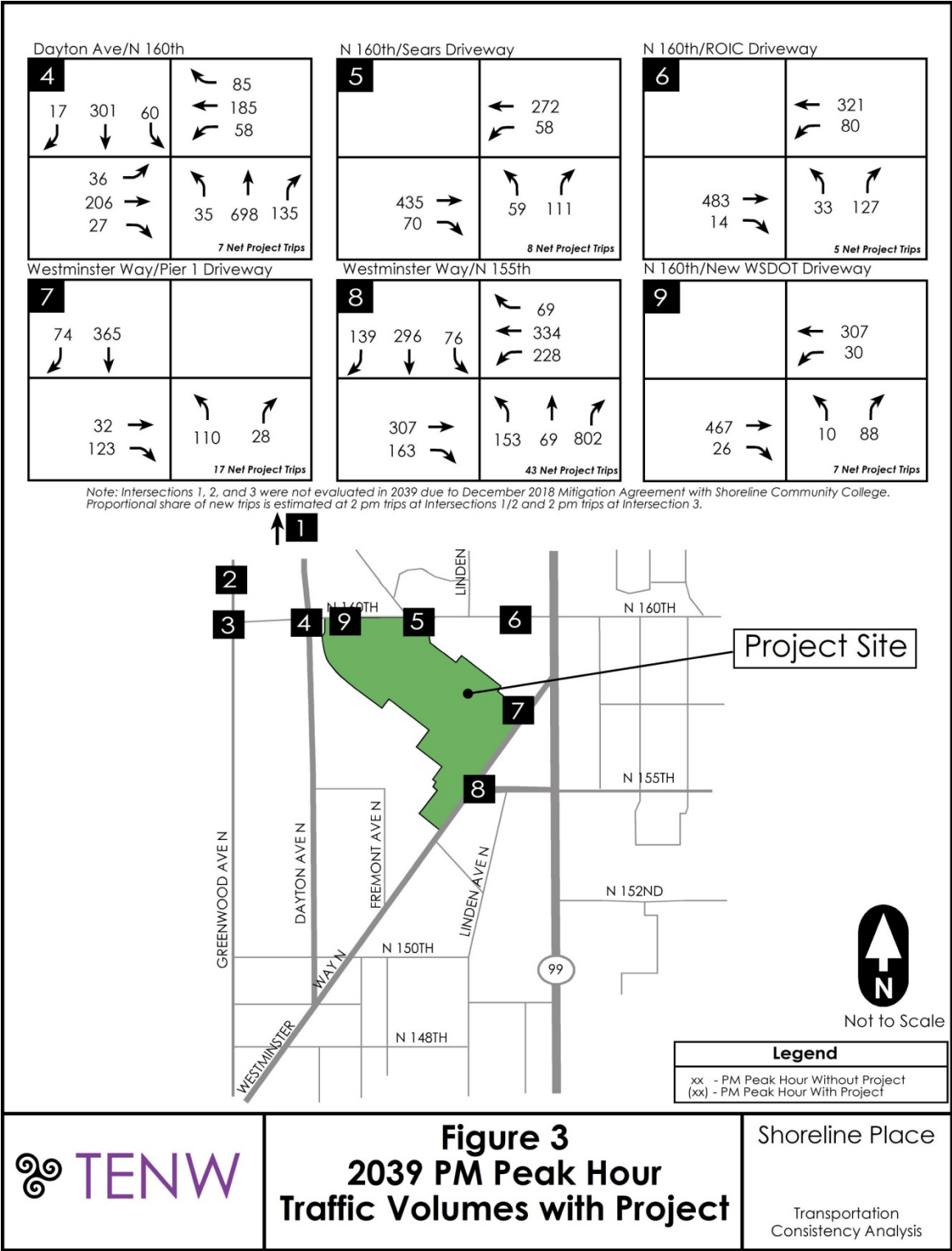
To evaluate consistency with the Aurora Square CRA EIS, intersection LOS were calculated using HCM 2010 procedures with the *Synchro 8* software program at all primary access intersections and off-site vicinity intersections northwest of the site that would serve the site. Baseline and With Project forecasts in 2039 during the p.m. peak hour are summarized in **Table 4**. In December 2018, the City of Shoreline and Shoreline Community College (SCC) executed a Transportation Mitigation Agreement in support of the College's buildout of student housing and Master Plan. As part of this effort, detailed modeling of transportation mitigation alternatives was completed by SCC and approved by the City of Shoreline. As the net increase in new trips generated by Shoreline Place is negligible at Study Intersections 1, 2, and 3, and as the Transportation Mitigation Agreement identifies long range transportation improvements and proportional share contributions from new development, the traffic analysis and long range improvements at these off-site intersections are documented in *Shoreline Community College Transportation Technical Report*, October 2018, Transpo Group, Inc.

**Figure 3** overviews p.m. peak hour traffic forecasts in 2039 at study intersections 4 through 9, also denoting the net increase in p.m. peak hour vehicle trips that would be generated by the project. As shown, all intersections or critical stopped controlled movements are forecast to operate at LOS D or better with or without Shoreline Place in 2039. Detailed level of service summary sheets are also included in **Attachment F**. As reported in the *Shoreline Community College Transportation Technical Report*, October 2018, Transpo Group, Inc., Study Intersections 1, 2, and 3 would operate at LOS D or better with planned transportation mitigation by SCC and the City of Shoreline (traffic forecasts and level of service results are provided in **Attachment G**).

### Queuing Analysis at Site Driveways

Using HCM 2010 procedures, **Table 4** also includes 95<sup>th</sup>-percentile vehicle queuing estimates of critical entering/existing lanes or flows at site driveways or relevant study intersections. As shown, all exiting site driveways are estimated to experience vehicle queues of no more than 2 vehicles at stop controlled approaches and up to 6 vehicles (less than 150 feet) at the signalized approach of Westminster Way and N 155<sup>th</sup> Street. Supporting total entering and exiting traffic associated with Shoreline Place development are also summarized in **Table 4** for disclosure of trip assignments that were used in the evaluation of project-level traffic impacts.





**Table 4**  
**Shoreline Place 2039 LOS/Queuing Summary Analysis**

ID#	Intersection	Analysis Method	2039 Baseline	PM Peak 2039 With Project	With Project Vehicle Queues Enter/Exit (95th Percentile)
4	Dayton Ave/N 160th St	HCM	B	B	WB LT - 50 feet WB TH - 150 feet
5	Sears West Dr/N 160th St	HCM	C	C	NB LT - 25 feet NB RT - 25 feet
6	ROIC Dr/N 160th St	HCM	C	C	NB LT/RT - 50 feet
7	Westminster Wy/Pier 1 Dr	HCM	A	B	EB TH/RT - 25 feet
8	Westminster Wy/N 155th St	HCM			EB TH/RT - 125 feet NB LT - 250 feet EB TH - 150 feet
9	New SP NW Dr/N 160th St	HCM	--	B	NB LT/RT - 25 feet

As noted in the study document, Study Intersections 1 through 3 are not reported in this analysis, but by reference are reported in the Shoreline Community College Transportation Technical Report, Transpo Group, October 2018.

Project Trip Generation (Gross Trips)				Enter	Exit	Total
AM Peak Hour				166	388	554
PM Peak Hour				477	348	825
Project Trip Generation (Net New Trips)						
AM Peak Hour				142	363	505
PM Peak Hour				392	259	651
Pass-By Trips Reassigned at Driveways						
AM Peak Hour				5	5	10
PM Peak Hour				24	25	49

Net New Trips Removes Internal Trips between Uses within Shoreline Place and within the Aurora Square CRA and Removes Pass-by Trips. These figures do not account for removal of the existing Sears retail complex.

## Truck Routes

Large wheel-based vehicles (semi-truck/trailer combinations) currently make regular deliveries to four separate loading docks throughout the retail core of the existing Aurora Square CRA properties. With removal of the Sears retail complex, deliveries by these large vehicles are not expected as a result of the small retail shops proposed within the Shoreline Place development. However, continued truck deliveries using WB-62 combinations would require access to Marshal's, Central Market (2 separate locations), and the Salvation Army Family Store. **Figure 4** identifies these four loading dock locations and outlines existing/proposed truck entry/exit points around the Shoreline Place development. To continue truck accessibility, the planned relocated WSDOT access onto N 160<sup>th</sup> Street within the northwest quadrant of the site would provide a majority of this accessibility, while a proposed new driveway to serve truck "entering vehicles only" at the Marshall's loading dock from N 160<sup>th</sup> Street immediately east of the primary Shoreline Place driveway is proposed.

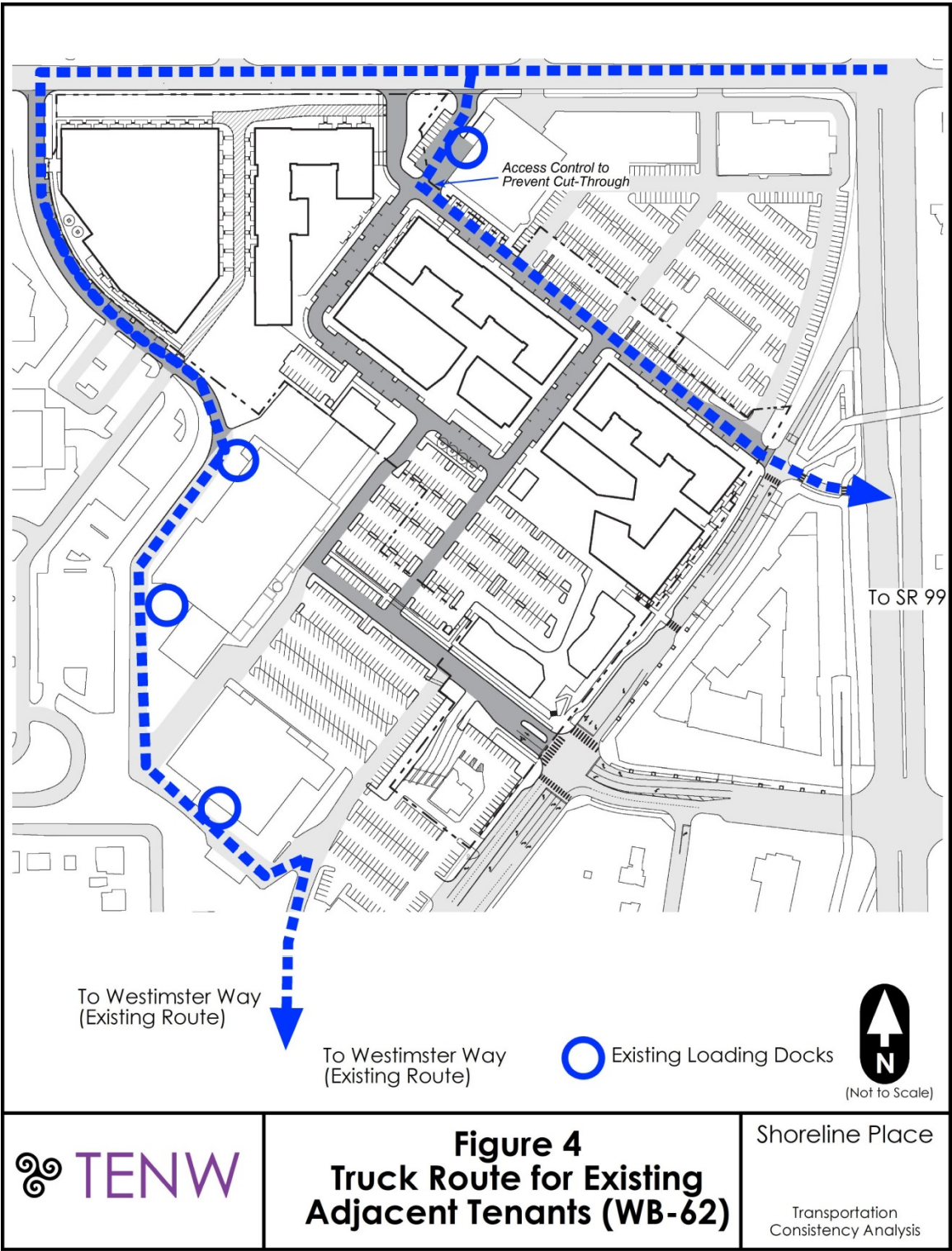
## Interior Bike Routes

Given the mixed use nature of the *Shoreline Place* project and the overall Aurora Square CRA community priorities and redevelopment goals, bike circulation "through the site" would be accommodated for advanced/commuter riders along the northern property boundary controlled by *Shoreline Place* diagonally through the project in a sharrows lane, while other bicycle circulation through the site for residents, children, and recreational bicyclists would be provided through a wide multipurpose raised sidewalk. **Figure 5** overviews these two bicycle routes through the site.

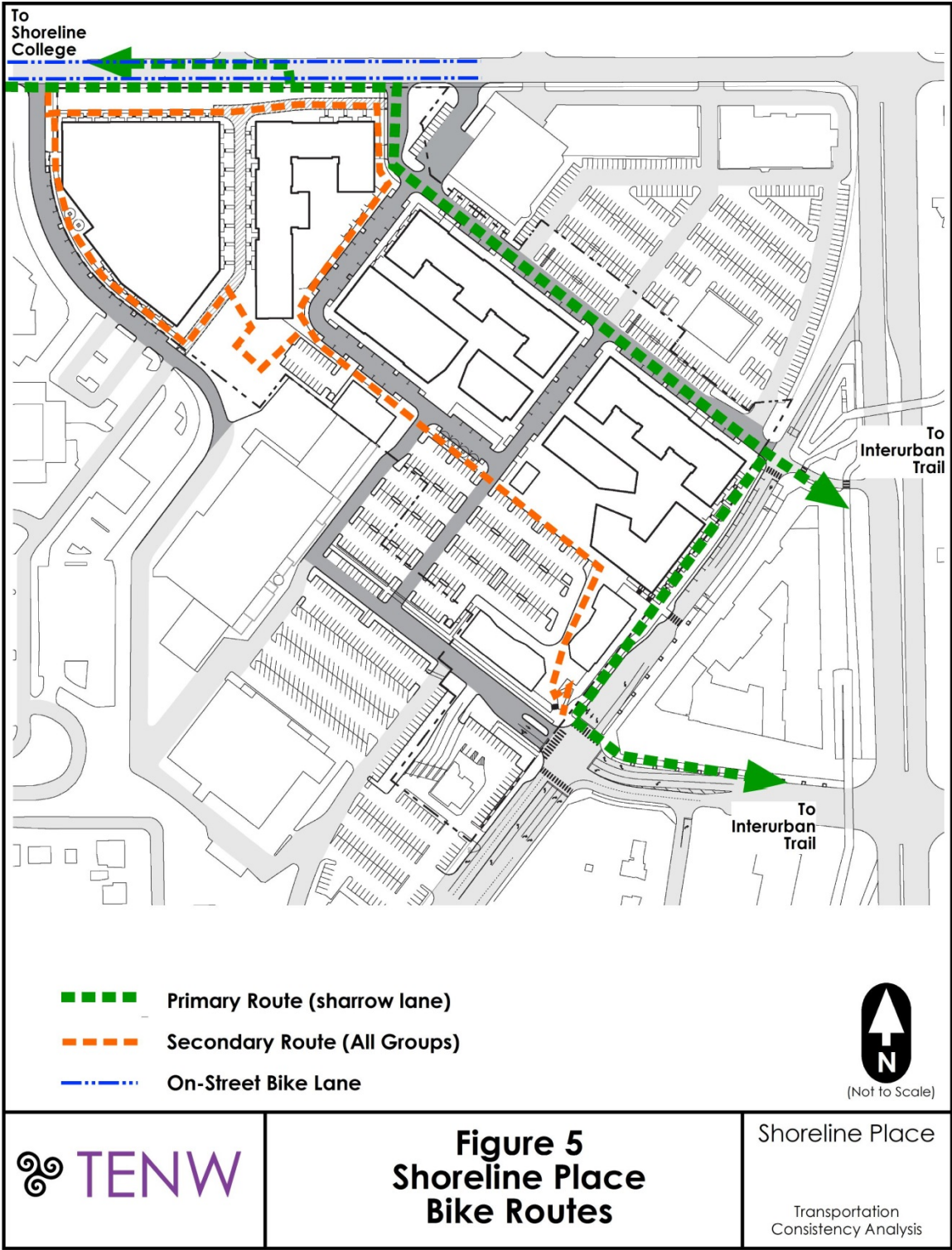
## Transportation Mitigation

With establishment of the *Aurora Square CRA* and Renewal Plan, the City master planning identified a number of projects that the City of Shoreline can accomplish in partnership with redevelopment. The transportation improvements identified through the Planned Action EIS process were prioritized to support economic renewal of the Aurora Square CRA area. Of the eleven transportation improvements identified in Table A-1. Renewal Priority of Aurora Square CRA Transportation Improvements, six were a high priority, including:

- **Project 1.** Rechannelization of N 160<sup>th</sup> St from Dayton Avenue to Aurora Avenue to a 3-lane section with bike lanes and transition back to signalized approaches.
- **Project 2.** Midblock pedestrian crossing of N 160<sup>th</sup> Street with a refuge to provide for safe pedestrian crossings given the distance between Dayton Avenue and Aurora Avenue N.
- **Project 3.** Provide a new bicycle connection between the Interurban Trail and N 160<sup>th</sup> Street along Westminster Way.
- **Project 4.** Redevelop Westminster Way N from N 155<sup>th</sup> Street to N 160<sup>th</sup> Street to provide a more pedestrian and bicycle friendly section with street parking.
- **Project 5.** Construct N 157<sup>th</sup> Street from Westminster Way N to Aurora Ave N.
- **Project 6.** Reconstruct the signalized intersection at N 155<sup>th</sup> St and Westminster Way N in conjunction with the Westminster Way N project to increase safety for pedestrians and bicycles. Includes improvements to the section of N 155<sup>th</sup> St between Westminster Way N and Aurora Ave.







As part of the project, through construction of frontage improvements, contributions towards the City's Westminster Way N and Westminster Way N/N 155<sup>th</sup> Street intersection project, and construction of Project 2, Shoreline Place would be a major contributor to these high priority transportation improvements:

Project 1. Shoreline Place would be responsible for rechannelization of N 160<sup>th</sup> Street for approximately 1,200-linear feet of frontage (with transitions beyond) to provide 3 travel lanes and bike lanes on both sides of the street (see **Attachment H** of N 160<sup>th</sup> Street roadway section) with appropriate transition back to Linden Avenue N and Dayton Avenue N. This channelization improvement replaces the previously identified "cycle track" project along N 160<sup>th</sup> Street.

Project 2. Shoreline Place would construct this mid-block pedestrian crossing treatment (Rectangular Rapid Flash Beacon or RRFB) on the east leg of the N 160<sup>th</sup> Street and Fremont Place N.

Project 3. Completed with contributions by *Shoreline Place* towards the City's Westminster Way N and Westminster Way N/N 155<sup>th</sup> Street intersection project.

Project 4. Completed with contributions by *Shoreline Place* towards the City's Westminster Way N and Westminster Way N/N 155<sup>th</sup> Street intersection project.

Project 6. Completed with contributions by *Shoreline Place* towards the City's Westminster Way N and Westminster Way N/N 155<sup>th</sup> Street intersection project.

To mitigate *Shoreline Place* impacts at off-site study intersections beyond the CRA study area, as part of the City's executed Transportation Mitigation Agreement with SCC, a proportional share basis of 3 new p.m. peak hour trips is estimated for *Shoreline Place* towards transportation improvements required by the SCC campus at the intersections of Dayton Avenue N/Carlyle Hill Road (out of a total of 21 p.m. peak hour by SCC), and 3 new p.m. peak hour trips at the adjacent intersections of Greenwood Avenue N/Innis Arden, and Greenwood Avenue N/N 160<sup>th</sup> Street (out of a total of 58 p.m. peak hour by SCC).

## Development Phasing

Given the likely development of the site, individual blocks or groups of buildings would be constructed as existing buildings are removed or undeveloped parking lots are redeveloped. Under a worse-case scenario, a majority of the site could be redeveloped with the exception of the primary Sears Retail building. Under this scenario, the net increase in vehicle trip generation from the overall Shoreline Place development area is estimated to generate up to 160 new p.m. peak hour vehicle trips (in contrast to 99 new p.m. peak hour trips under full redevelopment). This scenario would also fall well below the overall CRA upper threshold of 808 new p.m. peak hour trips, and would be consistent on an interim basis under this worse-case scenario

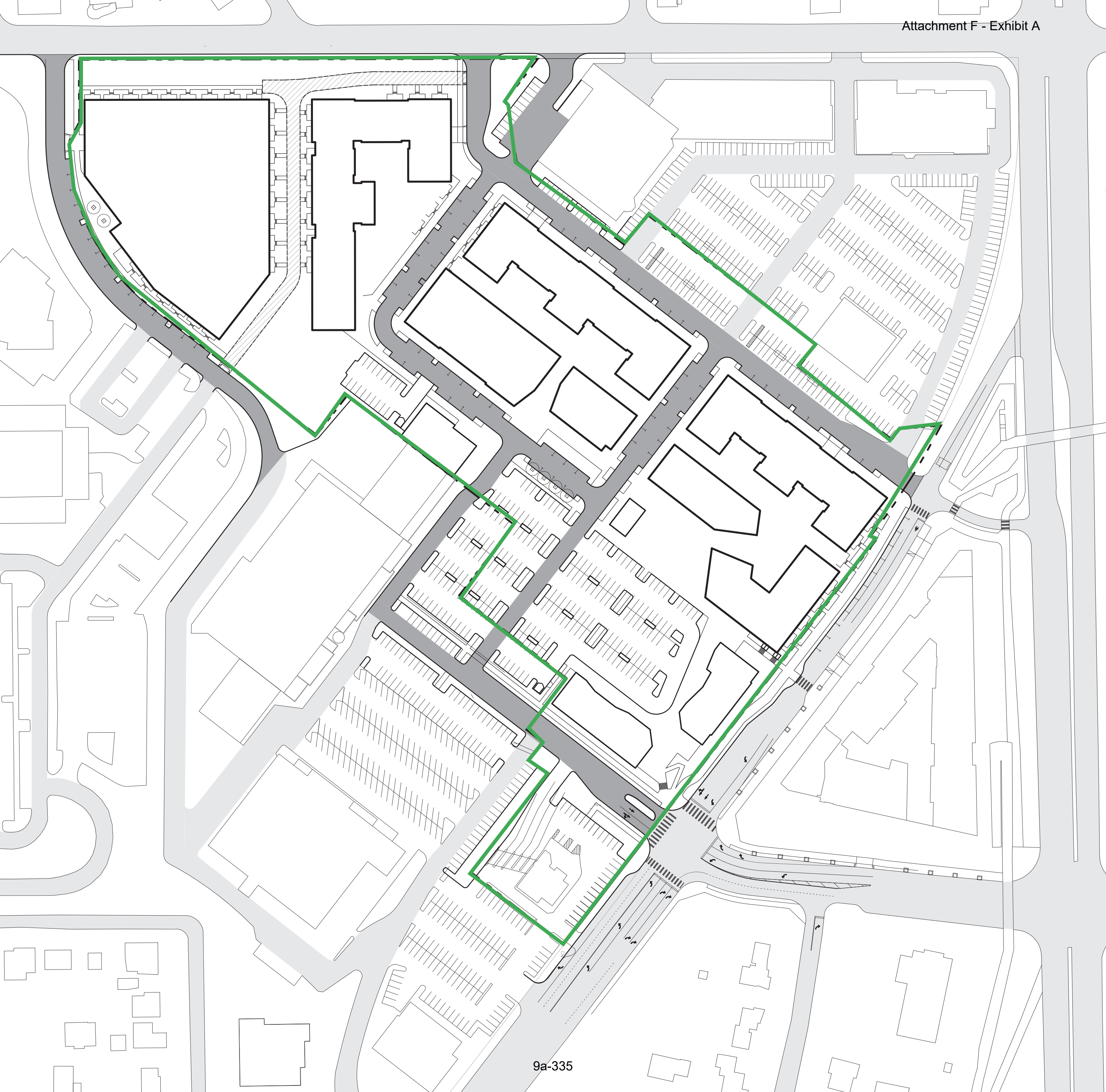
## Conclusions

Based upon the review of comparative trip generation and land use assumptions, traffic operational and vehicle queueing analysis, and the transportation improvements planned or required, the proposed Shoreline Place project was found to be consistent with the overall assumptions, findings, and conclusions of the Aurora Square CRA and underlying EIS documents, and therefore, no other transportation review is warranted. If you have any questions, comments, or concerns, please do not hesitate to contact me at (206) 361-7333 ext. 101.

## ATTACHMENT A

### Conceptual Site Plan







## ATTACHMENT B

### Detailed Trip Generation Estimates

Shoreline Sears Redevelopment  
AM Peak Hour Trip Generation

**Shoreline Place - Preliminary Trip Generation Analysis**  
**(Program April 2019 with 1,358 Apts & 72,160K Total Commercial Retail)**

<b>A.M. Peak Hour Trip Generation</b>									
Land Use	Area	Units <sup>1</sup>	ITE LUC <sup>2</sup>	Trip Rates			Trips Generated		
				*****AM Peak Hour*****			*****AM Peak Hour*****		
				In	Out	Total	In	Out	Total
<b>Subarea A (Proposed Residential Core)</b>									
<b>RETAIL</b>	<b>19,625</b>	GFA	820	62%	38%	0.94	11	7	18
Internal Trips	From Residential/Retail						(6)	(2)	(8)
Passby <sup>3</sup>	34%						(1)	(2)	(3)
<b>Subtotal =</b>							<b>4</b>	<b>3</b>	<b>7</b>
<b>MULTIFAMILY</b>	<b>1,358</b>	UNITS	221	26%	74%	0.36	127	362	489
Internal Trips	Residential-Retail (15%)						(6)	(18)	(24)
<b>Subtotal =</b>							<b>121</b>	<b>344</b>	<b>464</b>
<b>Subarea A Subtotal =</b>							<b>125</b>	<b>347</b>	<b>471</b>
<b>Subarea B (Proposed Retail Core)</b>									
<b>RETAIL</b>	<b>39,535</b>	GFA	820	62%	38%	0.94	23	14	37
Internal Trips	From Residential Above/Below						(12)	(4)	(16)
Passby <sup>3</sup>	34%						(3)	(4)	(7)
<b>Subtotal =</b>							<b>8</b>	<b>6</b>	<b>14</b>
<b>RESTAURANT (2 Sit-Down)</b>	<b>13,000</b>	GFA	931	50%	50%	0.73	5	5	10
<b>Subtotal =</b>							<b>5</b>	<b>5</b>	<b>10</b>
<b>Subarea B Subtotal =</b>							<b>13</b>	<b>11</b>	<b>24</b>
<b>Removal of Existing Uses</b>									
<b>RETAIL</b>	<b>143,753</b>	GFA	820	62%	38%	0.94	84	51	135
Internal Trips	From Auto/Tire Center Below						(15)	(8)	(23)
Passby <sup>3</sup>	34%						(28)	(17)	(37)
<b>Subtotal =</b>							<b>41</b>	<b>26</b>	<b>75</b>
<b>WAREHOUSE/STORAGE</b>	<b>72,193</b>	GFA	150	77%	23%	0.17	9	3	12
<b>Subtotal =</b>							<b>9</b>	<b>3</b>	<b>12</b>
<b>OFFICE <sup>4</sup></b>	<b>20,000</b>	GFA	710	86%	14%	1.16	20	3	23
<b>Subtotal =</b>							<b>20</b>	<b>3</b>	<b>23</b>
<b>AUTO/TIRE CENTER</b>	<b>50,042</b>	UNITS	942	66%	34%	2.25	74	38	112
Internal Trips	Retail Above (25%)						(15)	(8)	(23)
<b>Subtotal =</b>							<b>59</b>	<b>30</b>	<b>89</b>
<b>Existing Subtotal =</b>							<b>129</b>	<b>62</b>	<b>191</b>
<b>Gross A.M. Peak Hour Trips Generated from Redevelopment Area =</b>							<b>166</b>	<b>388</b>	<b>554</b>
<b>Less Total Internal Trips =</b>							<b>(24)</b>	<b>(24)</b>	<b>(50)</b>
<b>Less Total Passby Trips =</b>							<b>(5)</b>	<b>(5)</b>	<b>(10)</b>
<b>Less Total Existing Trips =</b>							<b>(129)</b>	<b>(62)</b>	<b>(191)</b>
<b>Net A.M. Peak Hour Trips Generated from Redevelopment Area =</b>							<b>7</b>	<b>296</b>	<b>303</b>

**Notes:**<sup>1</sup> GFA is Gross Floor Area, GLA is Gross Leasable Area.<sup>2</sup> Institute of Transportation Engineers, Trip Generation Manual, 10th Edition, 2017 Land Use Codes.<sup>3</sup> Passby percent existing/proposed retail use based on documented average rate from ITE Trip Generation Handbook.<sup>4</sup> Trip generation for proposed office use based on ITE, with minimum rate of 1.20 trips per 1,000 sf.**Net New Project Trips****Project Pass-by Trips****142****5****363****5****505****10**

Shoreline Sears Redevelopment  
PM Peak Hour Trip Generation

**Shoreline Place - Preliminary Trip Generation Analysis**  
**(Program April 2019 with 1,358 Apts & 72,160K Total Commercial Retail)**

<b>P.M. Peak Hour Trip Generation</b>									
Land Use	Area	Units <sup>1</sup>	ITE LUC <sup>2</sup>	Trip Rates			Trips Generated		
				*****PM Peak Hour*****			*****PM Peak Hour*****		
				In	Out	Total	In	Out	Total
<b>Subarea A (Proposed Residential Core)</b>									
<b>RETAIL</b>	<b>19,625</b>	GFA	820	48%	52%	3.81	36	39	75
Internal Trips	From Residential/Retail						(11)	(16)	(27)
Passby <sup>3</sup>	34%						(8)	(8)	(16)
<b>Subtotal =</b>							<b>18</b>	<b>14</b>	<b>32</b>
<b>MULTIFAMILY</b>	<b>1,358</b>	UNITS	221	61%	39%	0.40	331	211	542
Internal Trips	Residential-Retail (15%)						(50)	(32)	(81)
	From Restaurant Below						(4)	(8)	(12)
<b>Subtotal =</b>							<b>277</b>	<b>172</b>	<b>449</b>
<b>Subarea A Subtotal =</b>							<b>294</b>	<b>186</b>	<b>480</b>
<b>Subarea B (Proposed Retail Core)</b>									
<b>RETAIL</b>	<b>39,535</b>	GFA	820	48%	52%	3.81	72	79	151
Internal Trips	From Residential/Hotel Above/Below						(21)	(33)	(54)
Passby <sup>3</sup>	34%						(16)	(17)	(33)
<b>Subtotal =</b>							<b>34</b>	<b>29</b>	<b>63</b>
<b>RESTAURANT</b>	<b>13,000</b>	GFA	931	67%	33%	4.37	38	19	57
	Residential-Restaurant (20%)						(8)	(4)	(12)
<b>Subtotal =</b>							<b>30</b>	<b>15</b>	<b>45</b>
<b>Subarea B Subtotal =</b>							<b>64</b>	<b>44</b>	<b>108</b>
<b>Removal of Existing Uses</b>									
<b>RETAIL</b>	<b>143,753</b>	GFA	820	48%	52%	3.81	263	285	548
Internal Trips	From Auto/Tire Center Below						(16)	(15)	(31)
Passby <sup>3</sup>	34%						(79)	(97)	(176)
<b>Subtotal =</b>							<b>168</b>	<b>173</b>	<b>341</b>
<b>WAREHOUSE/STORAGE</b>	<b>72,193</b>	GFA	150	27%	73%	0.19	4	10	14
<b>Subtotal =</b>							<b>4</b>	<b>10</b>	<b>14</b>
<b>OFFICE <sup>4</sup></b>	<b>20,000</b>	GFA	710	16%	84%	1.15	4	19	23
<b>Subtotal =</b>							<b>4</b>	<b>19</b>	<b>23</b>
<b>AUTO/TIRE CENTER</b>	<b>50,042</b>	UNITS	942	48%	52%	3.11	75	81	156
Internal Trips	Retail Above (20%)						(15)	(16)	(31)
<b>Subtotal =</b>							<b>60</b>	<b>65</b>	<b>125</b>
<b>Existing Subtotal =</b>							<b>235</b>	<b>267</b>	<b>502</b>
<b>Gross P.M. Peak Hour Trips Generated from Redevelopment Area =</b>							<b>477</b>	<b>348</b>	<b>825</b>
<b>Less Total Internal Trips =</b>							<b>(85)</b>	<b>(89)</b>	<b>(175)</b>
<b>Less Total Passby Trips =</b>							<b>(24)</b>	<b>(25)</b>	<b>(49)</b>
<b>Less Total Existing Trips =</b>							<b>(235)</b>	<b>(267)</b>	<b>(502)</b>
<b>Net P.M. Peak Hour Trips Generated from Redevelopment Area =</b>							<b>132</b>	<b>(33)</b>	<b>99</b>
<b>Net New Project Trips</b>							<b>392</b>	<b>259</b>	<b>650</b>
<b>Project Pass-by Trips</b>							<b>24</b>	<b>25</b>	<b>49</b>

**Notes:**

<sup>1</sup> GFA is Gross Floor Area, GLA is Gross Leasable Area.

<sup>2</sup> Institute of Transportation Engineers, Trip Generation Manual, 10th Edition, 2017 Land Use Codes.

<sup>3</sup> Passby percent existing/proposed retail use based on documented average rate from ITE Trip Generation Handbook.

<sup>4</sup> Trip generation for proposed office use based on ITE, with minimum rate of 1.20 trips per 1,000 sf.

NCHRP 8-51 Internal Trip Capture Estimation Tool					
Project Name:	Shoreline Place			Organization:	TENW
Project Location:	Aurora Square CRA			Performed By:	MJR
Scenario Description:	Buildout			Date:	28-Jan-19
Analysis Year:	2039			Checked By:	
Analysis Period:	PM Peak Hour			Date:	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips		
	ITE LUCs <sup>1</sup>	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	820	59,160		226	108	118
Restaurant	931	13,000		57	38	19
Cinema/Entertainment				0		
Residential	221	1,400		558	340	218
Hotel				0		
All Other Land Uses <sup>2</sup>				0		
Total				841	486	355

Table 2-A: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail	1.90	10%	2%	1.90	10%	2%
Restaurant	2.40	5%	4%	2.40	5%	4%
Cinema/Entertainment						
Residential	1.20	10%	7%	1.20	10%	7%
Hotel						
All Other Land Uses <sup>2</sup>						

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		29	0	8	0
Restaurant	0	6		0	2	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	3	18	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	1,236	704	532
Internal Capture Percentage	11%	9%	12%
External Vehicle-Trips <sup>3</sup>	651	383	268
External Transit-Trips <sup>4</sup>	107	62	45
External Non-Motorized Trips <sup>4</sup>	56	34	22

Table 6-A: Internal Trip Capture Percentages by Land Use		
Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	4%	17%
Restaurant	52%	17%
Cinema/Entertainment	N/A	N/A
Residential	2%	8%
Hotel	N/A	N/A

<sup>1</sup>Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

<sup>2</sup>Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

<sup>3</sup>Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

<sup>4</sup>Person-Trips

\*Indicates computation that has been rounded to the nearest whole number.



## ATTACHMENT C

### Aurora Square Planned Action EIS Land Use and Trip Generation Comparative Analysis

## Project Trip Generation Summary with Planned Action Trip Threshold Assumptions

Alternative	Land Use Assumptions	PM Peak		
		Enter	Exit	Trips
No Action Alternative (All Existing Uses)	WSDOT, Westminster Place & Triangle Property	453	594	1,047
Planned Action - Alternative 2	Remove & Replace Sears Complexes (~286,000 SF of var retail/office) Construct New 500 Apt units, 125,000 SF retail, and 125,000 SF office	633	812	1,445
<b>Net Increase with Alternative 2 from Existing</b>		<b>180</b>	<b>218</b>	<b>398</b>
Planned Action - Alternative 3	Remove & Replace Sears Complexes & Central Market & Mervyns Shopping (~433,000 SF of var retail) Construct New 1,000 Apt units, 250,000 SF retail, and 250,000 SF office	817	1,038	1,855
<b>Net Increase with Alternative 3 from Existing</b>		<b>364</b>	<b>444</b>	<b>808</b>
Shoreline Place - February 2019 Program	Remove Sears Complexes (~286,000 SF of var retail/office) Construct 1,400 Apt units, 59,160 SF retail, and 13,000 SF restaurant	585	561	1,146
<b>Net Increase with Alternative 3 from Existing</b>		<b>132</b>	<b>(33)</b>	<b>99</b>

Shoreline Place is only  
24.9% of total new trips from Alt 2 and  
12.3% of total new trips from Alt 3.

Source: ITE Trip Generation, 10th Edition & Aurora Square DEIS/FEIS.

Shoreline Place - April 2019 Program with a total of 72,160 commercial retail and 1,358 residential apartment units.

Note: Existing Buildings Removed under the Shoreline Place are Estimated to Generate Approximately 477 PM Peak Hour Trips (37% of total Existing).



# Addendum

**Addendum to: City of Shoreline, Aurora Square Planned Action Draft Environmental Impact Statement (December 12, 2014) and Final Environmental Impact Statement (July 24, 2015).**

**Date Issued: March 8, 2019**

## Introduction

This document addends the City of Shoreline, Aurora Square Planned Action Draft Environmental Impact Statement (EIS) and Final Environmental Impact Statement.

The Draft EIS is available at this website:

<http://www.shorelinewa.gov/Home/ShowDocument?id=19087>

The Final EIS is available at this website:

<http://www.shorelinewa.gov/Home/ShowDocument?id=21489>

Consistent with the State Environmental Policy Act (SEPA), this addendum has been prepared to correct a reporting error in the trip generation numbers of the Draft EIS and the Final EIS. The trip generation numbers were reported incorrectly in the documents and have been corrected to match the trip generation numbers used in the analysis. There is no change to the analysis of alternatives, significant impacts, or mitigation measures. A notice of this Addendum has been circulated to those receiving the Final EIS.

## Discussion

The Draft EIS identified the PM peak hour trips generated for each of the three alternatives in Chapter 3.3, Table 3-13 on page 3-51.

**Table 0-1. PM Peak Hour Trip Generation by Alternative**

	<b>No Action Alternative 1</b>	<b>Phased Growth Alternative 2</b>	<b>Planned Growth Alternative 3</b>
Inbound Trips	553	933	1,313
Outbound Trips	737	1,159	1,581
Total Trips	1,289	2,092	2,894

Source: KPG 2014

Table 3-13 (above) shows the trip generation numbers without a reduction for trips occurring within a site that has multiple land uses. The *National Cooperative Highway Research Program (NCHRP) Report 684* methodology estimates the number of trips between land uses within the site



(internal capture), which decreases the total vehicle trips external to the site. The transportation analysis in the EIS used trip generation numbers with a reduction for internal capture to evaluate traffic operations for the alternatives. The data in the Table 3-13 incorrectly reports the trip generation numbers without the internal capture reduction.

## EIS Corrections

Based on the above review, make the following changes to the Draft EIS and the Final EIS.

1. In the Draft EIS, amend Table 3-13 on page 3-51 as corrected below:

**Table 0-1. PM Peak Hour Trip Generation by Alternative**

	No Action Alternative 1	Phased Growth Alternative 2	Planned Growth Alternative 3
Inbound Trips	<del>553</del> <u>453</u>	<del>933</del> <u>633</u>	<del>1,313</del> <u>817</u>
Outbound Trips	<del>737</del> <u>594</u>	<del>1,159</del> <u>812</u>	<del>1,581</del> <u>1,038</u>
Total Trips	<del>1,289</del> <u>1,047</u>	<del>2,092</del> <u>1,445</u>	<del>2,894</del> <u>1,855</u>

Source: KPG ~~2014~~2019

2. In the Draft EIS, amend Appendix D: Draft Planned Action Ordinance, Section III D (3) (a) Trip Ranges & Thresholds on page 4 as corrected below:

**Peak Hour Inbound and Outbound trips during the PM Peak Hour by Alternative**

	No Action Alternative 1	Phased Growth Alternative 2	Alternative 2 Net Trips	Planned Growth Alternative 3	Alternative 3 Net Trips
Inbound Trips	<del>553</del> <u>453</u>	<del>933</del> <u>633</u>	<del>380</del> <u>180</u>	<del>1,313</del> <u>817</u>	<del>760</del> <u>364</u>
Outbound Trips	<del>737</del> <u>594</u>	<del>1,159</del> <u>812</u>	<del>422</del> <u>218</u>	<del>1,581</del> <u>1,038</u>	<del>844</del> <u>444</u>
Total Trips	<del>1,289</del> <u>1,047</u>	<del>2,092</del> <u>1,445</u>	<del>803</del> <u>398</u>	<del>2,894</del> <u>1,855</u>	<del>1,605</del> <u>808</u>

Source: KPG ~~2014~~2019





3. In the Final EIS, amend Appendix B: Proposed Planned Action Ordinance, Section 3 C (3) Transportation Thresholds as corrected below:

(a) Trip Ranges and Thresholds. The number of new PM Peak hour ~~and daily~~ trips anticipated within the Planned Action Area and reviewed in the FEIS for 2035 are as follows:

	<b>No Action Alternative 1</b>	<b>Phased <u>Growth</u> Alternative 2</b>	<b>Net Trips Alternative 2</b>	<b><del>Phased</del> <u>Planned</u> <u>Growth</u> Alternative 3</b>	<b>Net Trips Alternative 3</b>
Inbound Trips	<del>553</del> <u>453</u>	<del>933</del> <u>633</u>	<del>380</del> <u>180</u>	<del>1,313</del> <u>817</u>	<del>760</del> <u>364</u>
Outbound Trips	<del>737</del> <u>594</u>	<del>1,159</del> <u>812</u>	<del>422</del> <u>218</u>	<del>1,581</del> <u>1,038</u>	<del>844</del> <u>444</u>
Total Trips	<del>1,289</del> <u>1,047</u>	<del>2,092</del> <u>1,445</u>	<del>803</del> <u>398</u>	<del>2,894</del> <u>1,855</u>	<del>1,605</del> <u>808</u>

## ATTACHMENT D

### Comparative Traffic Volume Forecasts at Study Intersections

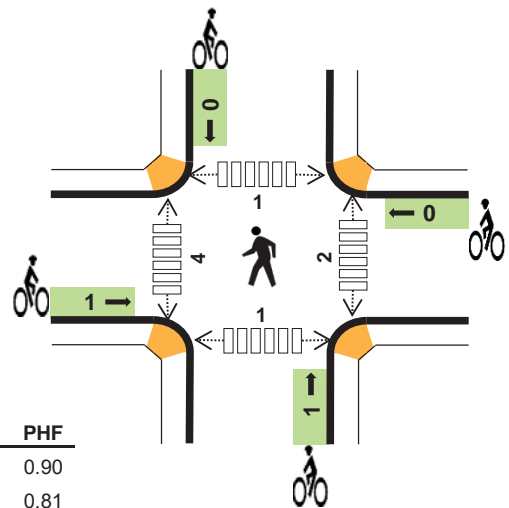
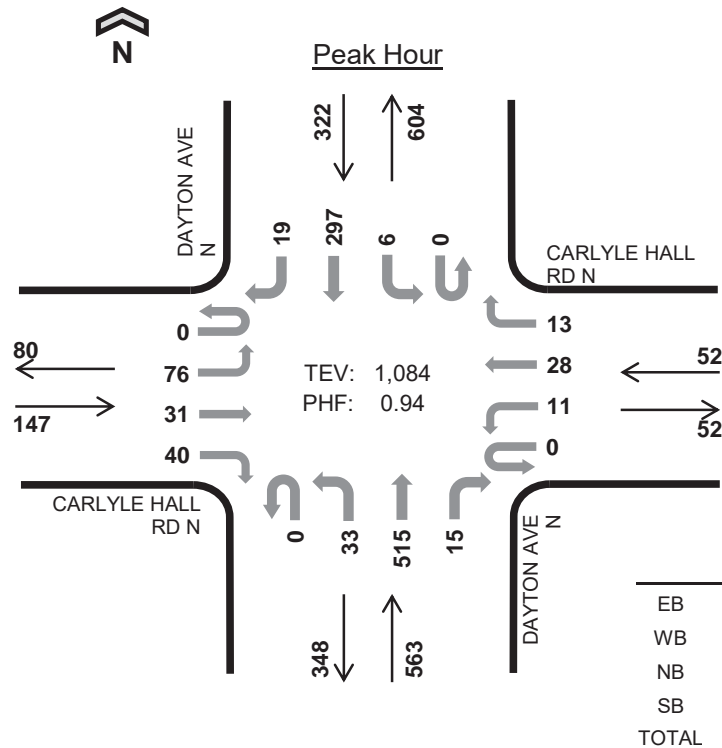
#### 2018 Turning Movement Counts

#### 2039 PM Peak Hour Turning Movement Forecasts with Shoreline Place

**Total Entering Volume Analysis**

			<u>Annual</u> <u>Growth</u>		
<u>CRA EIS</u>	<u>2013</u>	<u>2030</u>	<u>Factor</u>		
Greenwood/N 160 Street	970	1,215	1.3%		
Dayton Ave/N 160th Street	1,182	1,550	1.4%		
Westminster Wy/N 155th St	1,708	2,045	1.1%		
Aurora Ave/N 160th Street	3,672	4,505	1.2%		
Aurora Ave/N 155th Street	3,946	4,850	1.2%		
			1.2%		
			<u>Annual</u> <u>Growth</u>	<u>TEV 2039</u> <u>with</u> <u>Project</u>	<u>Shoreline</u> <u>Place</u>
<u>Shoreline Place Consistency Anal</u>	<u>2018</u>	<u>2039</u>	<u>Factor</u>	<u>Traffic</u>	<u>Place</u>
Greenwood/N 160 Street	917	1,184	1.2%	20	1,204
Dayton Ave/N 160th Street	1,387	1,793	1.2%	65	1,858
Westminster Wy/N 155th St	1,665	2,089	1.1%	443	2,532
Dayton Ave/Carlyle Hall Rd	1,084	1,394	1.2%	15	1,409
Sears West Dr/N 160th St	717	956	1.4%	126	1,082
			1.2%		

# DAYTON AVE N CARLYLE HALL RD N



## Two-Hour Count Summaries

Interval Start	CARLYLE HALL RD N				CARLYLE HALL RD N				DAYTON AVE N				DAYTON AVE N				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	17	5	12	0	0	3	3	0	14	132	5	0	2	56	4	253	0
4:15 PM	0	11	5	16	0	3	9	3	0	6	136	2	0	1	51	4	247	0
4:30 PM	0	21	12	8	0	1	6	6	0	8	132	4	0	2	84	4	288	0
4:45 PM	0	20	8	11	0	2	7	1	0	10	116	2	0	2	89	1	269	1,057
5:00 PM	0	19	4	9	0	5	7	4	0	6	137	6	0	0	54	6	257	1,061
5:15 PM	0	16	7	12	0	3	8	2	0	9	130	3	0	2	70	8	270	1,084
5:30 PM	0	13	11	6	0	5	4	4	0	11	140	6	0	0	48	8	256	1,052
5:45 PM	0	18	20	8	0	2	9	2	0	13	121	6	0	1	50	12	262	1,045
Count Total	0	135	72	82	0	21	53	25	0	77	1,044	34	0	10	502	47	2,102	0
Peak Hour	0	76	31	40	0	11	28	13	0	33	515	15	0	6	297	19	1,084	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	3	0	1	1	5	0	0	0	1	1	0	0	0	0	0
4:15 PM	1	1	1	1	4	0	0	0	0	0	0	2	2	0	4
<b>4:30 PM</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>4</b>
4:45 PM	0	1	1	2	4	0	0	1	0	1	0	0	0	0	0
5:00 PM	1	1	1	0	3	0	0	0	0	0	0	2	1	0	3
5:15 PM	0	1	3	0	4	1	0	0	0	1	1	0	0	0	1
5:30 PM	1	0	0	0	1	0	0	1	0	1	0	0	0	0	0
5:45 PM	1	1	1	0	3	0	0	0	0	0	0	0	0	1	1
Count Total	7	5	9	5	26	1	0	2	1	4	2	6	3	2	13
<b>Peak Hour</b>	<b>1</b>	<b>3</b>	<b>6</b>	<b>3</b>	<b>13</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>8</b>

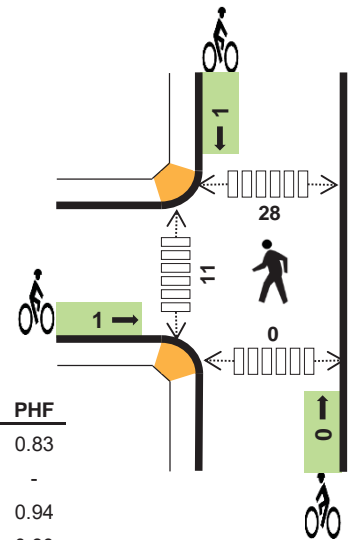
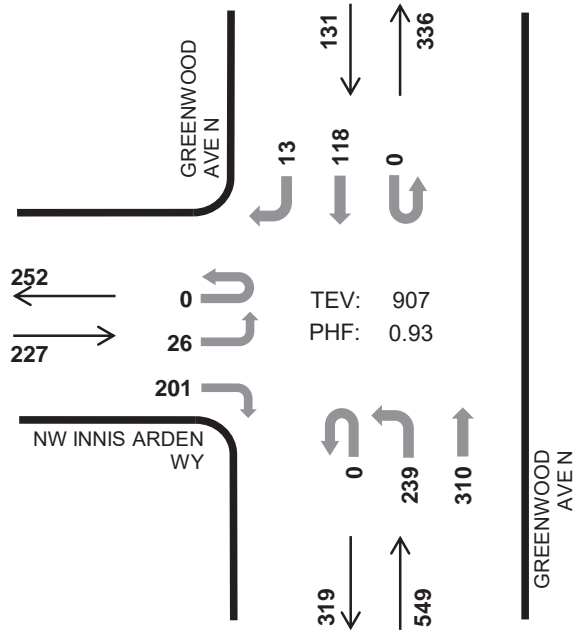


# GREENWOOD AVE N NW INNIS ARDEN WY



Peak Hour

Date: Thu, Apr 12, 2018  
Count Period: 4:00 PM to 6:00 PM  
Peak Hour: 5:00 PM to 6:00 PM



	HV %:	PHF
EB	5.7%	0.83
WB	-	-
NB	1.6%	0.94
SB	3.1%	0.80
TOTAL	2.9%	0.93

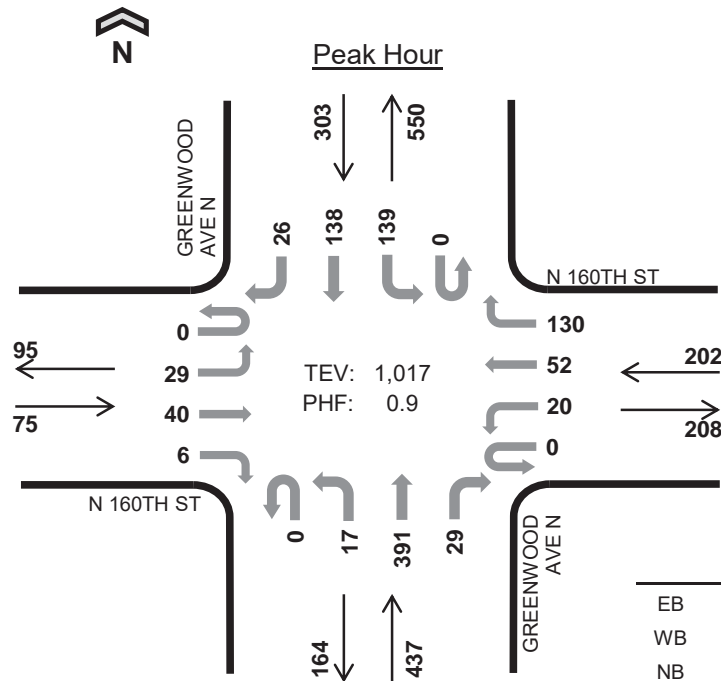
## Two-Hour Count Summaries

Interval Start	NW INNIS ARDEN WY				0				GREENWOOD AVE N				GREENWOOD AVE N				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	5	0	43	0	0	0	0	0	46	51	0	0	0	25	6	176	0
4:15 PM	0	7	0	30	0	0	0	0	0	48	75	0	0	0	19	2	181	0
4:30 PM	0	8	0	51	0	0	0	0	0	36	67	0	0	0	31	2	195	0
4:45 PM	1	3	0	43	0	0	0	0	0	51	80	0	0	0	24	1	203	755
5:00 PM	0	6	0	51	0	0	0	0	0	54	92	0	0	0	39	2	244	823
5:15 PM	0	5	0	46	0	0	0	0	0	54	86	0	0	0	26	4	221	863
5:30 PM	0	6	0	45	0	0	0	0	0	52	81	0	0	0	29	5	218	886
5:45 PM	0	9	0	59	0	0	0	0	0	79	51	0	0	0	24	2	224	907
Count Total	1	49	0	368	0	0	0	0	0	420	583	0	0	0	217	24	1,662	0
Peak Hour	0	26	0	201	0	0	0	0	0	239	310	0	0	0	118	13	907	0

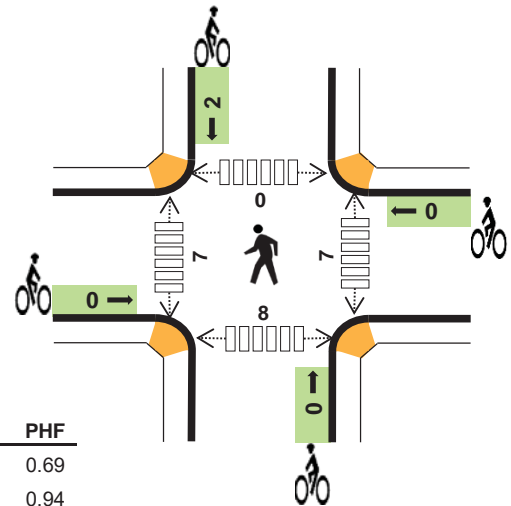
Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	1	0	1	0	2	0	0	0	0	0	0	4	10	2	16
4:15 PM	3	0	4	3	10	0	0	0	0	0	0	0	5	0	5
4:30 PM	2	0	3	0	5	0	0	1	0	1	0	0	1	0	1
4:45 PM	2	0	3	1	6	0	0	0	0	0	0	0	1	0	1
<b>5:00 PM</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>5</b>
5:15 PM	3	0	3	1	7	0	0	0	0	0	0	2	7	0	9
5:30 PM	3	0	2	0	5	0	0	0	0	0	0	5	8	0	13
5:45 PM	5	0	2	1	8	0	0	0	0	0	0	3	9	0	12
Count Total	21	0	20	8	49	1	0	1	1	3	0	15	45	2	62
<b>Peak Hr</b>	<b>13</b>	<b>0</b>	<b>9</b>	<b>4</b>	<b>26</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>11</b>	<b>28</b>	<b>0</b>	<b>39</b>

# GREENWOOD AVE N N 160TH ST



Date: Thu, Apr 12, 2018  
Count Period: 4:00 PM to 6:00 PM  
Peak Hour: 4:45 PM to 5:45 PM



	HV %:	PHF
EB	2.7%	0.69
WB	5.0%	0.94
NB	0.5%	0.94
SB	3.3%	0.84
TOTAL	2.4%	0.90

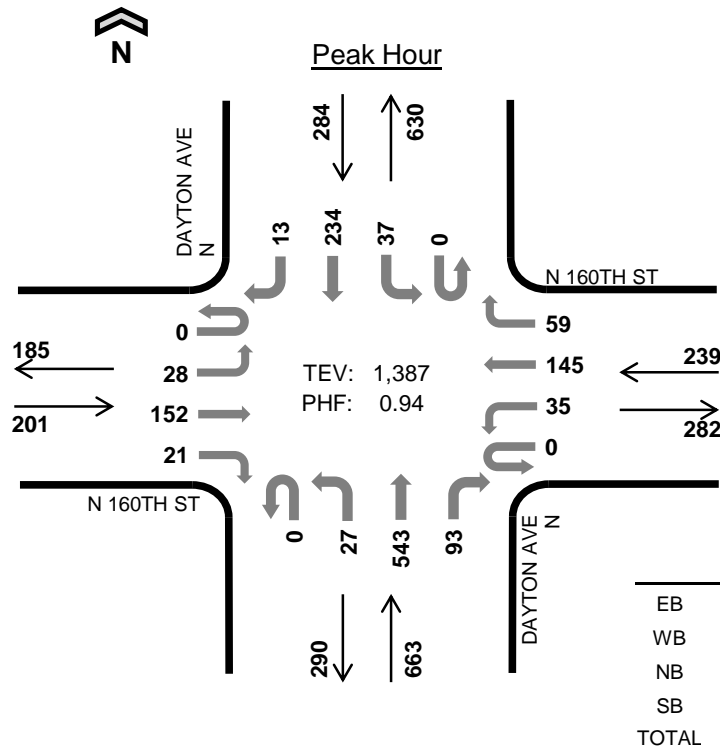
## Two-Hour Count Summaries

Interval Start	N 160TH ST				N 160TH ST				GREENWOOD AVE N				GREENWOOD AVE N				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	2	7	2	0	4	7	27	0	1	68	2	0	35	29	4	188	0
4:15 PM	0	5	18	2	0	3	8	35	0	4	83	5	0	27	21	1	212	0
4:30 PM	0	3	7	0	0	5	6	28	0	3	72	11	0	35	44	3	217	0
4:45 PM	0	8	13	3	0	4	17	33	0	8	90	5	0	22	31	14	248	865
5:00 PM	0	12	14	1	0	10	11	27	0	5	107	4	0	43	39	8	281	958
5:15 PM	0	7	6	1	0	4	13	35	0	2	98	11	0	37	31	4	249	995
5:30 PM	0	2	7	1	0	2	11	35	0	2	96	9	0	37	37	0	239	1,017
5:45 PM	0	0	3	1	0	7	6	44	0	3	86	5	0	51	30	2	238	1,007
Count Total	0	39	75	11	0	39	79	264	0	28	700	52	0	287	262	36	1,872	0
Peak Hour	0	29	40	6	0	20	52	130	0	17	391	29	0	139	138	26	1,017	0

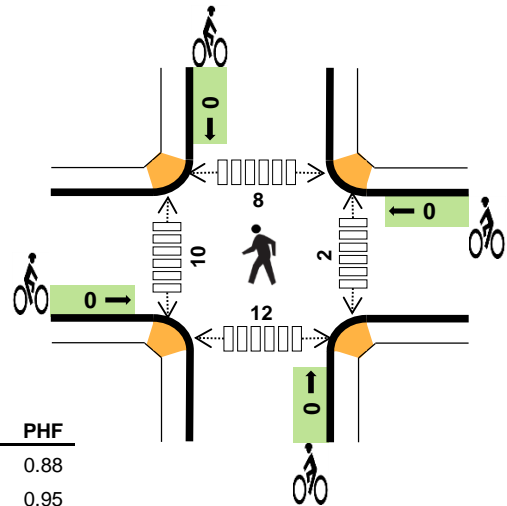
Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	0	2	0	1	3	0	0	0	0	0	2	13	2	13	30
4:15 PM	1	4	1	4	10	0	1	0	0	1	2	1	0	1	4
4:30 PM	0	3	0	2	5	0	1	0	0	1	1	3	0	6	10
4:45 PM	1	3	1	2	7	0	0	0	0	0	3	0	0	1	4
5:00 PM	1	2	0	3	6	0	0	0	2	2	3	3	0	3	9
5:15 PM	0	3	1	3	7	0	0	0	0	0	1	4	0	4	9
5:30 PM	0	2	0	2	4	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	2	0	4	6	0	0	0	0	0	4	4	0	5	13
Count Total	3	21	3	21	48	0	2	0	2	4	16	28	2	33	79
Peak Hour	2	10	2	10	24	0	0	0	2	2	7	7	0	8	22

# DAYTON AVE N N 160TH ST



Date: Wed, Jan 31, 2018  
Count Period: 4:00 PM to 6:00 PM  
Peak Hour: 4:30 PM to 5:30 PM



## Two-Hour Count Summaries

Interval Start	N 160TH ST Eastbound				N 160TH ST Westbound				DAYTON AVE N Northbound				DAYTON AVE N Southbound				15-min Total	Rolling One Hour
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	8	52	3	0	6	39	18	0	5	123	16	0	17	65	6	358	0
4:15 PM	0	5	49	4	0	9	23	16	0	3	138	34	0	10	61	3	355	0
4:30 PM	0	5	40	3	0	8	37	18	0	4	130	29	0	7	64	4	349	0
4:45 PM	0	1	38	7	0	5	33	16	0	7	128	16	0	12	56	3	322	1,384
5:00 PM	0	12	41	4	0	13	37	11	0	10	125	22	0	10	61	3	349	1,375
5:15 PM	0	10	33	7	0	9	38	14	0	6	160	26	0	8	53	3	367	1,387
5:30 PM	0	3	27	1	0	8	45	17	0	5	130	18	0	8	67	1	330	1,368
5:45 PM	0	5	33	7	0	3	50	22	0	9	118	22	0	8	51	1	329	1,375
Count Total	0	49	313	36	0	61	302	132	0	49	1,052	183	0	80	478	24	2,759	0
Peak Hour	0	28	152	21	0	35	145	59	0	27	543	93	0	37	234	13	1,387	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	4	2	3	2	11	0	0	0	0	0	0	0	0	0	0
4:15 PM	3	0	3	1	7	0	0	0	0	0	0	2	3	7	12
4:30 PM	2	1	3	1	7	0	0	0	0	0	1	3	3	2	9
4:45 PM	3	0	4	2	9	0	0	0	0	0	0	2	1	3	6
5:00 PM	2	2	2	0	6	0	0	0	0	0	0	4	3	4	11
5:15 PM	2	1	5	0	8	0	0	0	0	0	1	1	1	3	6
5:30 PM	2	1	3	0	6	0	0	0	0	0	2	1	4	3	10
5:45 PM	3	1	3	0	7	0	0	0	0	0	0	0	1	5	6
Count Total	21	8	26	6	61	0	0	0	0	0	4	13	16	27	60
Peak Hour	9	4	14	3	30	0	0	0	0	0	2	10	8	12	32

# NE MALL ACCESS N 160TH ST

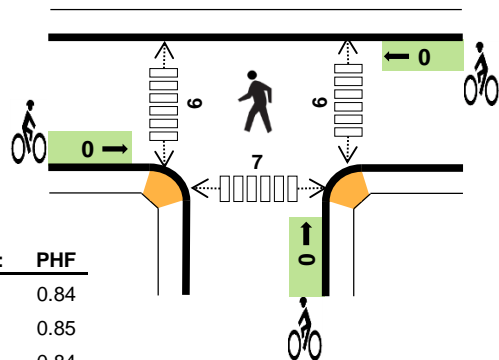
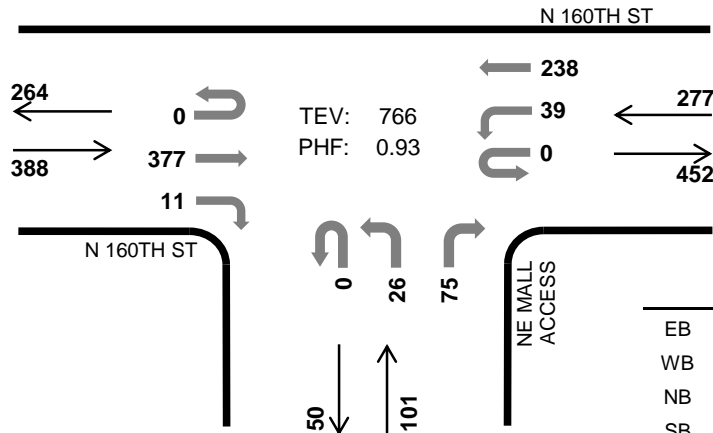


Peak Hour

Date: Thu, Sep 13, 2018

Count Period: 4:00 PM to 6:00 PM

Peak Hour: 4:00 PM to 5:00 PM



	HV %:	PHF
EB	2.3%	0.84
WB	0.7%	0.85
NB	3.0%	0.84
SB	-	-
TOTAL	1.8%	0.93

## Two-Hour Count Summaries

Interval Start	N 160TH ST				N 160TH ST				NE MALL ACCESS				0				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	99	2	0	16	40	0	0	8	0	22	0	0	0	0	187	0
4:15 PM	0	0	84	2	0	9	61	0	0	7	0	23	0	0	0	0	186	0
4:30 PM	0	0	112	4	0	7	63	0	0	4	0	16	0	0	0	0	206	0
4:45 PM	0	0	82	3	0	7	74	0	0	7	0	14	0	0	0	0	187	766
5:00 PM	0	0	87	0	0	6	67	0	0	6	0	14	0	0	0	0	180	759
5:15 PM	0	0	86	4	0	9	52	0	0	3	0	17	0	0	0	0	171	744
5:30 PM	0	0	86	2	0	10	49	0	0	7	0	21	0	0	0	0	175	713
5:45 PM	0	0	69	6	0	13	82	0	0	10	0	16	0	0	0	0	196	722
Count Total	0	0	705	23	0	77	488	0	0	52	0	143	0	0	0	0	1,488	0
Peak Hour	0	0	377	11	0	39	238	0	0	26	0	75	0	0	0	0	766	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	2	0	1	0	3	0	0	0	0	0	1	2	0	1	4
4:15 PM	2	1	1	0	4	0	0	0	0	0	1	2	0	1	4
4:30 PM	2	0	1	0	3	0	0	0	0	0	4	1	0	4	9
4:45 PM	3	1	0	0	4	0	0	0	0	0	0	1	0	1	2
5:00 PM	1	2	0	0	3	0	0	1	0	1	1	3	0	2	6
5:15 PM	3	0	0	0	3	0	0	4	0	4	0	0	0	1	1
5:30 PM	0	1	0	0	1	0	0	2	0	2	0	0	0	0	0
5:45 PM	3	1	1	0	5	0	0	0	0	0	0	1	0	0	1
Count Total	16	6	4	0	26	0	0	7	0	7	7	10	0	10	27
Peak Hr	9	2	3	0	14	0	0	0	0	0	6	6	0	7	19



# N MALL ACCESS N 160TH ST

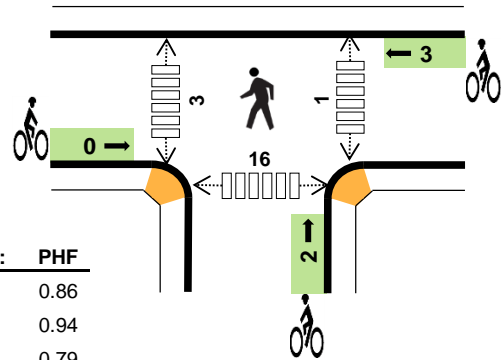
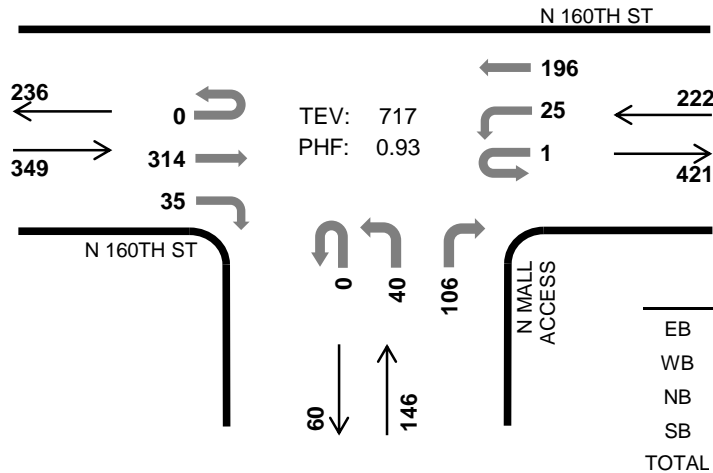


Peak Hour

Date: Tue, Sep 18, 2018

Count Period: 4:00 PM to 6:00 PM

Peak Hour: 4:00 PM to 5:00 PM



	HV %:	PHF
EB	3.2%	0.86
WB	1.8%	0.94
NB	2.1%	0.79
SB	-	-
TOTAL	2.5%	0.93

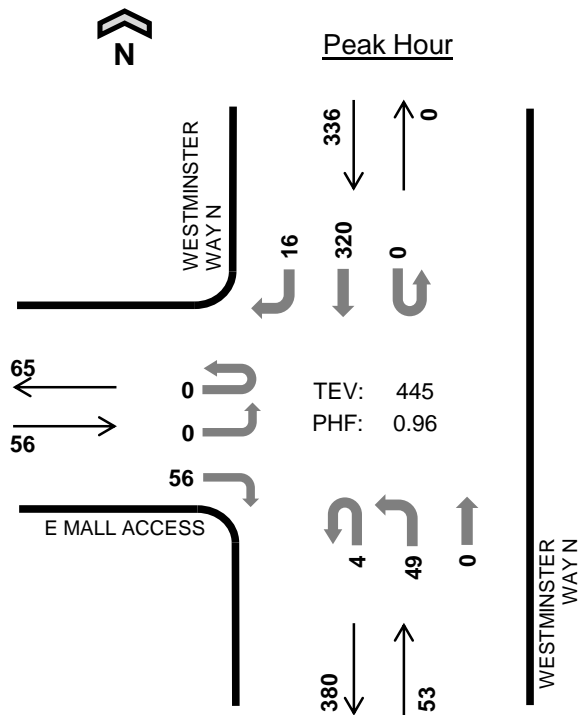
## Two-Hour Count Summaries

Interval Start	N 160TH ST				N 160TH ST				N MALL ACCESS				0				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	89	12	0	8	51	0	0	7	0	25	0	0	0	0	192	0
4:15 PM	0	0	77	10	0	6	53	0	0	13	0	23	0	0	0	0	182	0
4:30 PM	0	0	83	6	1	6	40	0	0	10	0	36	0	0	0	0	182	0
4:45 PM	0	0	65	7	0	5	52	0	0	10	0	22	0	0	0	0	161	717
5:00 PM	0	0	74	8	0	3	65	0	0	15	0	21	0	0	0	0	186	711
5:15 PM	0	0	59	6	0	3	46	0	0	6	0	19	0	0	0	0	139	668
5:30 PM	0	0	57	8	0	1	47	0	0	8	0	22	0	0	0	0	143	629
5:45 PM	0	0	55	5	0	4	73	0	0	12	0	9	0	0	0	0	158	626
Count Total	0	0	559	62	1	36	427	0	0	81	0	177	0	0	0	0	1,343	0
Peak Hour	0	0	314	35	1	25	196	0	0	40	0	106	0	0	0	0	717	0

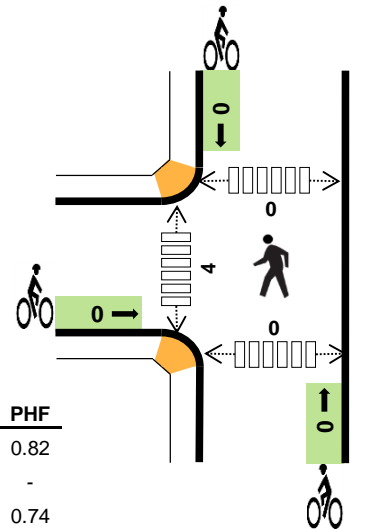
Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	3	0	0	0	3	0	1	0	0	1	0	2	0	2	4
4:15 PM	6	2	0	0	8	0	0	1	0	1	1	1	0	2	4
4:30 PM	2	0	0	0	2	0	1	0	0	1	0	0	0	4	4
4:45 PM	0	2	3	0	5	0	1	1	0	2	0	0	0	8	8
5:00 PM	1	2	0	0	3	0	0	0	0	0	0	0	0	1	1
5:15 PM	1	1	0	0	2	0	0	1	0	1	1	3	0	4	8
5:30 PM	2	0	0	0	2	1	0	0	0	1	1	0	0	5	6
5:45 PM	2	2	0	0	4	0	0	0	0	0	0	0	0	9	9
Count Total	17	9	3	0	29	1	3	3	0	7	3	6	0	35	44
Peak Hr	11	4	3	0	18	0	3	2	0	5	1	3	0	16	20

# WESTMINSTER WAY N E MALL ACCESS



Date: Thu, Sep 13, 2018  
Count Period: 4:00 PM to 6:00 PM  
Peak Hour: 4:00 PM to 5:00 PM



	HV %:	PHF
EB	7.1%	0.82
WB	-	-
NB	0.0%	0.74
SB	0.6%	0.92
TOTAL	1.3%	0.96

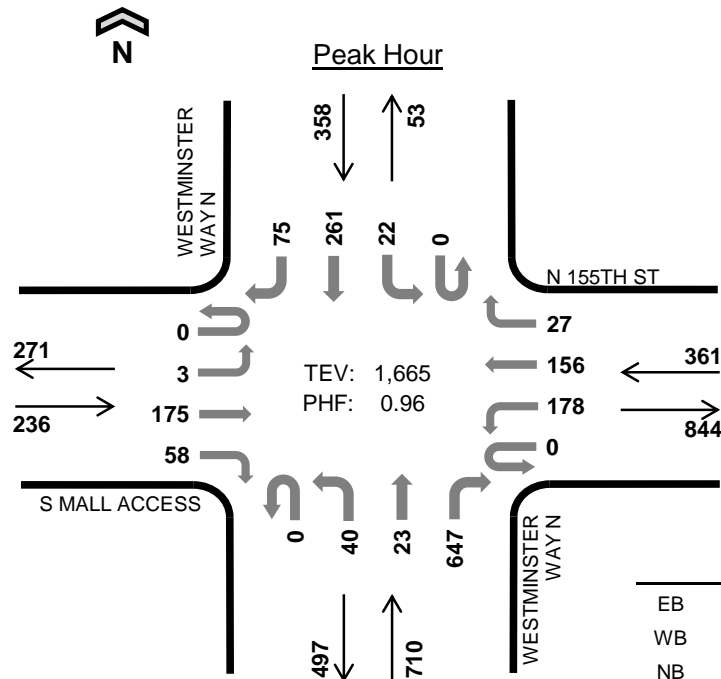
## Two-Hour Count Summaries

Interval Start	E MALL ACCESS				0				WESTMINSTER WAY N				WESTMINSTER WAY N				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	14	0	0	0	0	1	10	0	0	0	0	81	5	111	0
4:15 PM	0	0	0	11	0	0	0	0	3	15	0	0	0	0	67	7	103	0
4:30 PM	0	0	0	14	0	0	0	0	0	10	0	0	0	0	88	3	115	0
4:45 PM	0	0	0	17	0	0	0	0	0	14	0	0	0	0	84	1	116	445
5:00 PM	0	0	0	9	0	0	0	0	0	10	0	0	0	0	78	3	100	434
5:15 PM	0	0	0	9	0	0	0	0	1	12	0	0	0	0	80	1	103	434
5:30 PM	0	0	0	10	0	0	0	0	2	11	0	0	0	0	81	0	104	423
5:45 PM	0	0	0	5	0	0	0	0	0	16	0	0	0	0	84	4	109	416
Count Total	0	0	0	89	0	0	0	0	7	98	0	0	0	0	643	24	861	0
Peak Hour	0	0	0	56	0	0	0	0	4	49	0	0	0	0	320	16	445	0

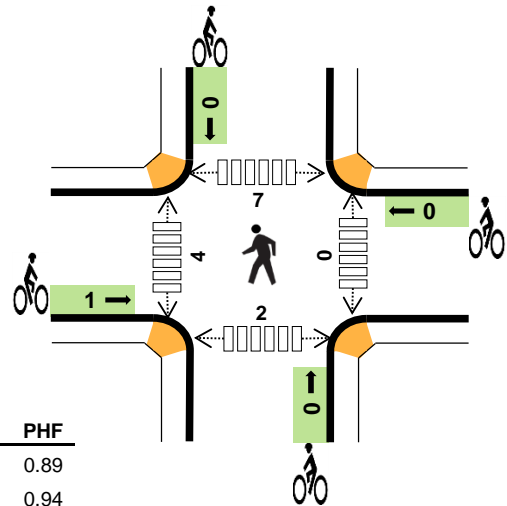
Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	2	2	0	0	0	0	0	0	1	0	0	1
4:30 PM	1	0	0	0	1	0	0	0	0	0	0	2	0	0	2
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
5:00 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
5:45 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0
Count Total	4	0	1	4	9	0	0	0	0	0	0	5	0	0	5
Peak Hr	4	0	0	2	6	0	0	0	0	0	0	4	0	0	4

# WESTMINSTER WAY N N 155TH ST



Date: Thu, Sep 13, 2018  
Count Period: 4:00 PM to 6:00 PM  
Peak Hour: 5:00 PM to 6:00 PM



	HV %:	PHF
EB	0.4%	0.89
WB	0.6%	0.94
NB	1.4%	0.90
SB	0.6%	0.90
TOTAL	0.9%	0.96

## Two-Hour Count Summaries

Interval Start	S MALL ACCESS				N 155TH ST				WESTMINSTER WAY N				WESTMINSTER WAY N				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	1	56	8	0	29	49	7	0	10	4	143	0	6	66	27	406	0
4:15 PM	0	2	51	16	0	39	33	9	0	7	7	150	0	5	50	22	391	0
4:30 PM	0	0	50	14	0	37	30	6	0	16	4	158	0	11	76	11	413	0
4:45 PM	0	1	38	10	0	41	39	10	0	9	3	150	0	10	83	12	406	1,616
5:00 PM	0	0	41	14	0	43	47	6	0	9	4	161	0	4	53	18	400	1,610
5:15 PM	0	0	41	15	0	46	43	6	0	17	6	145	0	5	75	19	418	1,637
5:30 PM	0	2	50	14	0	43	31	8	0	6	3	161	0	9	66	20	413	1,637
5:45 PM	0	1	43	15	0	46	35	7	0	8	10	180	0	4	67	18	434	1,665
Count Total	0	7	370	106	0	324	307	59	0	82	41	1,248	0	54	536	147	3,281	0
Peak Hour	0	3	175	58	0	178	156	27	0	40	23	647	0	22	261	75	1,665	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	0	0	1	3	4	0	0	0	0	0	0	0	1	2	3
4:15 PM	1	0	3	2	6	0	1	0	0	1	0	1	0	0	1
4:30 PM	0	0	1	1	2	1	0	0	0	1	0	3	6	3	12
4:45 PM	0	1	1	0	2	0	0	0	0	0	0	4	4	6	14
5:00 PM	0	1	5	1	7	1	0	0	0	1	0	1	3	1	5
5:15 PM	1	0	2	1	4	0	0	0	0	0	0	1	1	0	2
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	1	3	0	4	0	0	0	0	0	0	2	3	1	6
Count Total	2	3	16	8	29	2	1	0	0	3	0	12	18	13	43
Peak Hour	1	2	10	2	15	1	0	0	0	1	0	4	7	2	13

### 2039 Full Buildout PM Peak Hour Turning Movement Volumes

**Future Year = 2039**

392 259

### 2039 With Project

Ecology @ WSDOT HQ

<div>Dayton Ave/Carlyle Hall Rd</div> <div><div><div>80</div><div>147</div></div><div><div>322</div><div>76</div><div>31</div><div>40</div><div>19</div><div>297</div><div>6</div><div>13</div><div>28</div><div>11</div></div><div><div>52</div><div>52</div></div></div> <div><div>348</div><div>563</div><div>515</div><div>15</div><div>33</div></div>	<div>Dayton Ave/Carlyle Hall Rd</div> <div><div><div>0</div><div>0</div><div>0</div></div><div><div>1</div><div>1</div><div>0</div></div><div><div>0</div><div>0</div><div>0</div></div></div> <div><div>1</div><div>0</div></div>	<div>Dayton Ave/Carlyle Hall Rd</div> <div><div><div>0</div><div>0</div><div>0</div></div><div><div>0</div><div>0</div><div>0</div></div><div><div>0</div><div>0</div><div>0</div></div></div> <div><div>0</div><div>0</div></div>	<div>Dayton Ave/Carlyle Hall Rd</div> <div><div><div>103</div><div>189</div></div><div><div>415</div><div>98</div><div>40</div><div>51</div><div>24</div><div>383</div><div>8</div><div>17</div><div>36</div><div>14</div></div><div><div>67</div><div>67</div></div></div> <div><div>448</div><div>723</div><div>662</div><div>19</div><div>42</div></div> <div>% Increase = 28.6%</div>	<div>Dayton Ave/Carlyle Hall Rd</div> <div><div><div>0</div><div>0</div><div>0</div></div><div><div>0</div><div>0</div><div>0</div></div><div><div>0</div><div>0</div><div>0</div></div></div> <div><div>0</div><div>0</div></div>	<div>Dayton Ave/Carlyle Hall Rd</div> <div><div><div>0%</div><div>0%</div><div>0%</div></div><div><div>3%</div><div>3%</div><div>3%</div><div>6%</div><div>3%</div><div>3%</div></div><div><div>0%</div><div>0%</div><div>0%</div></div></div> <div><div>3%</div><div>3%</div></div>	<div>Dayton Ave/Carlyle Hall Rd</div> <div><div><div>0</div><div>0</div><div>0</div></div><div><div>12</div><div>12</div><div>8</div><div>20</div><div>8</div></div><div><div>0</div><div>0</div><div>0</div></div></div> <div><div>12</div><div>8</div></div>	<div>Dayton Ave/Carlyle Hall Rd</div> <div><div><div>103</div><div>189</div></div><div><div>426</div><div>98</div><div>40</div><div>51</div><div>24</div><div>394</div><div>8</div><div>17</div><div>36</div><div>14</div></div><div><div>67</div><div>67</div></div></div> <div><div>460</div><div>731</div><div>669</div><div>19</div><div>42</div></div> <div>Project Share = 1.4%</div>
<div>2</div> <div>Greenwood Ave/Innis Arden Wy</div> <div><div><div>252</div><div>227</div></div><div><div>131</div><div>26</div><div>0</div><div>201</div><div>13</div><div>118</div><div>907</div><div>239</div><div>310</div><div>319</div><div>549</div></div><div><div>0</div><div>0</div></div></div> <div><div>336</div><div>3</div><div>3</div><div>5</div></div>	<div>2</div> <div>Greenwood Ave/Innis Arden Wy</div> <div><div><div>0</div><div>1</div></div><div><div>1</div><div>1</div><div>2</div><div>0</div></div><div><div>0</div><div>0</div></div></div> <div><div>2</div><div>0</div></div>	<div>2</div> <div>Greenwood Ave/Innis Arden Wy</div> <div><div><div>0</div><div>0</div><div>0</div></div><div><div>0</div><div>0</div><div>0</div></div><div><div>0</div><div>0</div><div>0</div></div></div> <div><div>0</div><div>0</div></div>	<div>2</div> <div>Greenwood Ave/Innis Arden Wy</div> <div><div><div>324</div><div>293</div></div><div><div>169</div><div>33</div><div>0</div><div>259</div><div>17</div><div>153</div><div>1,167</div><div>307</div><div>398</div><div>0</div><div>705</div><div>432</div><div>0</div><div>0</div></div><div><div>0</div><div>0</div></div></div> <div><div>412</div><div>705</div><div>398</div><div>0</div><div>42</div></div> <div>% Increase = 28.7%</div>	<div>2</div> <div>Greenwood Ave/Innis Arden Wy</div> <div><div><div>-10</div><div>-5</div></div><div><div>0</div><div>-5</div><div>-15</div><div>-10</div></div><div><div>0</div><div>0</div></div></div> <div><div>-5</div><div>-10</div></div>	<div>2</div> <div>Greenwood Ave/Innis Arden Wy</div> <div><div><div>1%</div><div>1%</div><div>0%</div></div><div><div>2%</div><div>2%</div><div>6%</div><div>1%</div><div>2%</div><div>3%</div></div><div><div>0%</div><div>0%</div><div>0%</div></div></div> <div><div>3%</div><div>3%</div></div>	<div>2</div> <div>Greenwood Ave/Innis Arden Wy</div> <div><div><div>3</div><div>4</div></div><div><div>8</div><div>8</div><div>20</div><div>3</div><div>5</div><div>12</div><div>8</div></div><div><div>0</div><div>0</div><div>0</div></div></div> <div><div>12</div><div>8</div></div>	<div>2</div> <div>Greenwood Ave/Innis Arden Wy</div> <div><div><div>316</div><div>292</div></div><div><div>177</div><div>33</div><div>0</div><div>258</div><div>17</div><div>160</div><div>1,172</div><div>300</div><div>403</div><div>0</div><div>703</div><div>437</div><div>0</div><div>0</div></div><div><div>0</div><div>0</div></div></div> <div><div>419</div><div>703</div><div>403</div><div>0</div><div>42</div></div> <div>Project Share = 1.7%</div>
<div>3</div> <div>Greenwood Ave/N 160th St</div> <div><div><div>95</div><div>75</div></div><div><div>303</div><div>29</div><div>40</div><div>6</div><div>26</div><div>138</div><div>917</div><div>291</div><div>29</div><div>164</div><div>337</div></div><div><div>202</div><div>208</div></div></div> <div><div>130</div><div>52</div><div>20</div><div>3</div><div>3</div><div>5</div></div>	<div>3</div> <div>Greenwood Ave/N 160th St</div> <div><div><div>1</div><div>2</div></div><div><div>2</div><div>2</div><div>5</div><div>1</div></div><div><div>1</div><div>4</div></div></div> <div><div>0</div><div>0</div></div>	<div>3</div> <div>Greenwood Ave/N 160th St</div> <div><div><div>1</div><div>0</div></div><div><div>0</div><div>0</div><div>1</div><div>1</div></div><div><div>0</div><div>0</div></div></div> <div><div>0</div><div>0</div></div>	<div>3</div> <div>Greenwood Ave/N 160th St</div> <div><div><div>124</div><div>98</div></div><div><div>391</div><div>33</div><div>53</div><div>8</div><div>177</div><div>1,184</div><div>374</div><div>37</div><div>181</div><div>167</div><div>69</div><div>26</div></div><div><div>262</div><div>271</div></div></div> <div><div>211</div><div>433</div><div>374</div><div>37</div><div>22</div></div> <div>% Increase = 29.1%</div>	<div>3</div> <div>Greenwood Ave/N 160th St</div> <div><div><div>0</div><div>0</div></div><div><div>-5</div><div>-10</div><div>-15</div><div>-10</div></div><div><div>0</div><div>-5</div></div></div> <div><div>0</div><div>0</div></div>	<div>3</div> <div>Greenwood Ave/N 160th St</div> <div><div><div>0%</div><div>0%</div><div>0%</div></div><div><div>3%</div><div>3%</div><div>6%</div><div>3%</div><div>3%</div><div>3%</div></div><div><div>3%</div><div>3%</div><div>3%</div></div></div> <div><div>0%</div><div>0%</div></div>	<div>3</div> <div>Greenwood Ave/N 160th St</div> <div><div><div>0</div><div>0</div></div><div><div>12</div><div>0</div><div>0</div><div>20</div><div>0</div><div>12</div><div>8</div></div><div><div>0</div><div>0</div><div>0</div></div></div> <div><div>0</div><div>0</div></div>	<div>3</div> <div>Greenwood Ave/N 160th St</div> <div><div><div>124</div><div>98</div></div><div><div>398</div><div>33</div><div>53</div><div>8</div><div>177</div><div>1,189</div><div>374</div><div>37</div><div>187</div><div>165</div><div>69</div><div>26</div></div><div><div>259</div><div>278</div></div></div> <div><div>211</div><div>433</div><div>374</div><div>37</div><div>22</div></div> <div>Project Share = 1.6%</div>
<div>4</div> <div>Dayton Ave/N 160th St</div> <div><div><div>185</div><div>201</div></div><div><div>284</div><div>28</div><div>152</div><div>21</div><div>13</div><div>234</div><div>1,387</div><div>543</div><div>93</div><div>290</div><div>663</div></div><div><div>239</div><div>282</div></div></div> <div><div>59</div><div>145</div><div>35</div><div>3</div><div>3</div><div>5</div></div>	<div>4</div> <div>Dayton Ave/N 160th St</div> <div><div><div>1</div><div>4</div></div><div><div>4</div><div>4</div><div>5</div><div>1</div></div><div><div>1</div><div>4</div></div></div> <div><div>0</div><div>0</div></div>	<div>4</div> <div>Dayton Ave/N 160th St</div> <div><div><div>1</div><div>0</div></div><div><div>0</div><div>0</div><div>6</div><div>1</div></div><div><div>0</div><div>3</div></div></div> <div><div>3</div><div>0</div></div>	<div>4</div> <div>Dayton Ave/N 160th St</div> <div><div><div>240</div><div>262</div></div><div><div>366</div><div>36</div><div>199</div><div>27</div><div>17</div><div>301</div><div>1,793</div><div>698</div><div>119</div><div>77</div><div>188</div><div>48</div></div><div><div>313</div><div>367</div></div></div> <div><div>376</div><div>852</div><div>698</div><div>119</div><div>49</div></div> <div>% Increase = 29.3%</div>	<div>4</div> <div>Dayton Ave/N 160th St</div> <div><div><div>-10</div><div>-5</div></div><div><div>0</div><div>-5</div><div>-15</div><div>-10</div></div><div><div>0</div><div>-5</div></div></div> <div><div>0</div><div>0</div></div>	<div>4</div> <div>Dayton Ave/N 160th St</div> <div><div><div>3%</div><div>3%</div><div>3%</div></div><div><div>3%</div><div>3%</div><div>20%</div><div>3%</div><div>4%</div><div>4%</div></div><div><div>10%</div><div>10%</div><div>4%</div></div></div> <div><div>4%</div><div>4%</div></div>	<div>4</div> <div>Dayton Ave/N 160th St</div> <div><div><div>8</div><div>12</div></div><div><div>12</div><div>65</div><div>16</div><div>10</div><div>8</div><div>8</div></div><div><div>26</div><div>39</div></div></div> <div><div>10</div><div>16</div></div>	<div>4</div> <div>Dayton Ave/N 160th St</div> <div><div><div>237</div><div>269</div></div><div><div>378</div><div>36</div><div>206</div><div>27</div><div>17</div><div>301</div><div>1,843</div><div>698</div><div>135</div><div>85</div><div>186</div><div>58</div></div><div><div>329</div><div>401</div></div></div> <div><div>366</div><div>867</div><div>698</div><div>135</div><div>60</div></div> <div>Project Share = 3.5%</div>



# Shoreline Place

## 2039 Full Buildout PM Peak Hour Turning Movement Volumes

Growth Rate = 1.20%  
 Seasonality = 1  
 Count Year = 2018  
 Future Year = 2039

21

Enter Exit  
 392 259

2018 Count Year	Pipeline #1 Alexan Apts	Pipeline #2 Ecology @ WSDOT HQ	2039 Baseline	Removal of SCC On-Site Parking	Trip Distribution	Project Trips	2039 With Project
<b>Sears West Dr/N 160th St</b> 	<b>Sears West Dr/N 160th St</b> 	<b>Sears West Dr/N 160th St</b> 	<b>Sears West Dr/N 160th St</b> 	<b>Sears West Dr/N 160th St</b> 	<b>Sears West Dr/N 160th St</b> 	<b>Sears West Dr/N 160th St</b> 	<b>Sears West Dr/N 160th St</b> 
<b>ROCI Dr/N 160th St</b> 	<b>ROCI Dr/N 160th St</b> 	<b>ROCI Dr/N 160th St</b> 	<b>ROCI Dr/N 160th St</b> 	<b>ROCI Dr/N 160th St</b> 	<b>ROCI Dr/N 160th St</b> 	<b>ROCI Dr/N 160th St</b> 	<b>ROCI Dr/N 160th St</b> 
<b>Westminster Wy/Pier 1 Dr</b> 	<b>Westminster Wy/Pier 1 Dr</b> 	<b>Westminster Wy/Pier 1 Dr</b> 	<b>Westminster Wy/Pier 1 Dr</b> 	<b>Westminster Wy/Pier 1 Dr</b> 	<b>Westminster Wy/Pier 1 Dr</b> 	<b>Westminster Wy/Pier 1 Dr</b> 	<b>Westminster Wy/Pier 1 Dr</b> 
<b>Westminster Wy/N 155th St</b> 	<b>Westminster Wy/N 155th St</b> 	<b>Westminster Wy/N 155th St</b> 	<b>Westminster Wy/N 155th St</b> 	<b>Westminster Wy/N 155th St</b> 	<b>Westminster Wy/N 155th St</b> 	<b>Westminster Wy/N 155th St</b> 	<b>Westminster Wy/N 155th St</b> 

Shoreline Place  
2039 Full Buildout PM Peak Hour Turning Movement Volumes

Growth Rate =	1.20%
Seasonality =	1
Count Year =	2018
Future Year =	2039

21

Enter Edit  
392 259

2018 Count Year	Pipeline #1	Pipeline #2	2039 Baseline	Removal of SCC On-Site Parking	Trip Distribution	Project Trips	2039 With Project
	Alexan Apts	Ecology @ WSDOT HQ					
<div><div>9</div><div>New SP NW Dr/N 160th St</div><div><div><div>0</div><div>0</div><div>236</div><div>349</div><div>585</div><div>236</div><div>349</div><div>0</div><div>0</div></div></div></div>	<div><div>9</div><div>New SP NW Dr/N 160th St</div><div><div><div>0</div><div>0</div><div>1</div><div>4</div><div>5</div><div>1</div><div>4</div><div>0</div><div>0</div></div></div></div>	<div><div>9</div><div>New SP NW Dr/N 160th St</div><div><div><div>0</div><div>0</div><div>5</div><div>1</div><div>36</div><div>5</div><div>1</div><div>5</div><div>25</div><div>6</div><div>30</div></div></div></div>	<div><div>9</div><div>New SP NW Dr/N 160th St</div><div><div><div>0</div><div>0</div><div>314</div><div>452</div><div>858</div><div>304</div><div>10</div><div>6</div><div>10</div><div>75</div><div>16</div><div>85</div></div></div><div>% Increase = 46.6%</div></div>	<div><div>9</div><div>New SP NW Dr/N 160th St</div><div><div><div>0</div><div>0</div><div>-10</div><div>-5</div><div>-15</div><div>-10</div><div>-5</div><div>0</div><div>0</div></div></div></div>	<div><div>9</div><div>New SP NW Dr/N 160th St</div><div><div><div>0%</div><div>0%</div><div>10%</div><div>5%</div><div>30%</div><div>5%</div><div>10%</div><div>5%</div><div>5%</div><div>10%</div></div></div></div>	<div><div>9</div><div>New SP NW Dr/N 160th St</div><div><div><div>0</div><div>0</div><div>13</div><div>20</div><div>85</div><div>13</div><div>20</div><div>39</div><div>13</div></div></div><div>#DIV/0!</div></div>	<div><div>9</div><div>New SP NW Dr/N 160th St</div><div><div><div>0</div><div>0</div><div>317</div><div>467</div><div>927</div><div>307</div><div>30</div><div>26</div><div>10</div><div>88</div><div>55</div><div>98</div></div></div><div>Project Share = 9.1%</div></div>

## ATTACHMENT E

### Consistency Analysis between CRA EIS and Shoreline Place Traffic Forecasts

## CRA EIS - Comparative Total Entering Volume Analysis Using Shoreline Place TIS Methods and EIS Forecasts

<i>Net New Trips Only</i>										
<u>CRA EIS Study Intersections</u>	<u>2013</u>	<u>No Action (EIS)</u>	<u>2039 No Action<sup>1</sup></u>	<u>Alexan Trips</u>	<u>WSDOT Trips</u>	<u>Shoreline Place Trips</u>	<u>2039 with Buildout</u>	<u>FEIS 2030 Alternative 3</u>	<u>% Difference to 2039 Buildout</u>	<u>2039 LOS</u>
1 Greenwood/N 160 Street	970	1,215	1,274	2	1	3	1,280	1,268	-0.9%	D <sup>2</sup>
2 Dayton Ave/N 160th Street	1,182	1,550	1,626	4	6	8	1,644	1,839	11.9%	C <sup>2</sup>
3 Aurora Ave/N 160th Street	3,672	4,505	4,725	21	30	25	4,801	4,780	-0.4%	B <sup>2</sup>
4 Aurora Ave/N 155th Street	3,946	4,850	5,087	51	16	39	5,193	5,675	9.3%	F <sup>3</sup>
5 Westminster Wy/N 155th St	1,708	2,045	2,145	28	0	64	2,237	2,583	15.5%	B
6 Westminster Wy/Dayton Ave	2,116	2,416	2,534	17	35	25	2,611	2,578	-1.3%	B <sup>3</sup>
7 Westminster Wy/Greenwood Ave	2,400	2,880	3,021	17	35	25	3,098	3,037	-2.0%	C <sup>3</sup>
8 Greenwood/N 145 Street	3,204	3,790	3,975	17	35	25	4,052	3,943	-2.7%	E <sup>3</sup>
Average Difference at EIS Study Intersections									3.7%	

1 - Factored to 2039 through application of EIS annual average growth rate of 1.2% compounded annually for 4 years given that no growth has occurred in the last 5 years.

It should be noted that factoring 2013 counts (which included both Sears retail complex and retailers within the "triangle" property, i.e., the Alexan site) annually over 20 years factors 2013 site-generated trips by over 30 percent in addition to those trips throughout the vicinity at study intersections.

2 - Source: Shoreline Community College Transportation Technical Report, Transpo Group, October 2018.

3 - Source: Aurora Square DEIS, December 2014.























## ATTACHMENT F

### LOS/Vehicle Queuing Summary Sheets













Lanes, Volumes, Timings  
4: Dayton Ave & N 160th St

4/5/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	36	206	27	58	186	85	35	698	135	60	301	17
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		0	645		0	250		0	100		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.983			0.953			0.976			0.992	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1831	0	1770	1775	0	1770	1818	0	1770	1848	0
Flt Permitted	0.423			0.497			0.538			0.144		
Satd. Flow (perm)	788	1831	0	926	1775	0	1002	1818	0	268	1848	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		11			37			29			8	
Link Speed (mph)		35			35			30			30	
Link Distance (ft)		704			284			543			1479	
Travel Time (s)		13.7			5.5			12.3			33.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	39	224	29	63	202	92	38	759	147	65	327	18
Shared Lane Traffic (%)												
Lane Group Flow (vph)	39	253	0	63	294	0	38	906	0	65	345	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2		1	2		1	2		1	2	
Detector Template	Left	Thru		Left	Thru		Left	Thru		Left	Thru	
Leading Detector (ft)	20	100		20	100		20	100		20	100	
Trailing Detector (ft)	0	0		0	0		0	0		0	0	
Detector 1 Position(ft)	0	0		0	0		0	0		0	0	
Detector 1 Size(ft)	20	6		20	6		20	6		20	6	
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		6	6	

Lanes, Volumes, Timings  
4: Dayton Ave & N 160th St

4/5/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Switch Phase												
Minimum Initial (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
Minimum Split (s)	20.0	20.0		20.0	20.0		20.0	20.0		20.0	20.0	
Total Split (s)	20.0	20.0		20.0	20.0		40.0	40.0		40.0	40.0	
Total Split (%)	33.3%	33.3%		33.3%	33.3%		66.7%	66.7%		66.7%	66.7%	
Maximum Green (s)	16.0	16.0		16.0	16.0		36.0	36.0		36.0	36.0	
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5		3.5	3.5	
All-Red Time (s)	0.5	0.5		0.5	0.5		0.5	0.5		0.5	0.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		Min	Min		Min	Min	
Walk Time (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0		11.0	11.0		11.0	11.0	
Pedestrian Calls (#/hr)	0	0		0	0		0	0		0	0	
Act Effect Green (s)	12.4	12.4		12.4	12.4		29.7	29.7		29.7	29.7	
Actuated g/C Ratio	0.25	0.25		0.25	0.25		0.59	0.59		0.59	0.59	
v/c Ratio	0.20	0.55		0.28	0.63		0.06	0.84		0.41	0.32	
Control Delay	20.0	22.5		20.9	23.0		5.2	17.8		16.0	6.3	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	20.0	22.5		20.9	23.0		5.2	17.8		16.0	6.3	
LOS	B	C		C	C		A	B		B	A	
Approach Delay		22.1			22.7			17.2			7.8	
Approach LOS		C			C			B			A	

## Intersection Summary

Area Type: Other

Cycle Length: 60

Actuated Cycle Length: 50.5

Natural Cycle: 60

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.84

Intersection Signal Delay: 17.0

Intersection LOS: B

Intersection Capacity Utilization 77.7%

ICU Level of Service D

Analysis Period (min) 15

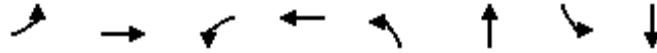
Splits and Phases: 4: Dayton Ave &amp; N 160th St

 p2	 p4
40 s	20 s
 p6	 p8
40 s	20 s

## Queues

## 4: Dayton Ave &amp; N 160th St

4/5/2019



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	39	253	63	294	38	906	65	345
v/c Ratio	0.20	0.55	0.28	0.63	0.06	0.84	0.41	0.32
Control Delay	20.0	22.5	20.9	23.0	5.2	17.8	16.0	6.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	20.0	22.5	20.9	23.0	5.2	17.8	16.0	6.3
Queue Length 50th (ft)	10	70	17	76	4	187	9	45
Queue Length 95th (ft)	33	135	47	149	15	#472	43	90
Internal Link Dist (ft)		624		204		463		1399
Turn Bay Length (ft)	150		645		250		100	
Base Capacity (vph)	263	618	308	617	734	1341	196	1357
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.15	0.41	0.20	0.48	0.05	0.68	0.33	0.25

## Intersection Summary

# 95th percentile volume exceeds capacity, queue may be longer.





















Queue shown is maximum after two cycles.



## Intersection Capacity Utilization

## 4: Dayton Ave &amp; N 160th St





















4/5/2019

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	36	206	27	58	186	85	35	698	135	60	301	17
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	No			No			No			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Green (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Refr Cycle Length (s)	90	90	90	90	90	90	90	90	90	90	90	90
Volume Combined (vph)	36	233	0	58	271	0	35	833	0	60	318	0
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.95	0.98	0.85	0.95	0.95	0.85	0.95	0.98	0.85	0.95	0.99	0.85
Saturated Flow (vph)	1805	1867	0	1805	1811	0	1805	1854	0	1805	1885	0
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00			0.00			0.00		
Protected Option Allowed	Yes			Yes			Yes			Yes		
Reference Time (s)	1.8	11.2	0.0	2.9	13.5	0.0	1.7	40.4	0.0	3.0	15.2	0.0
Adj Reference Time (s)	8.0	15.2	0.0	8.0	17.5	0.0	8.0	44.4	0.0	8.0	19.2	0.0
Permitted Option												
Adj Saturation A (vph)	160	1867		160	1811		160	1854		160	1885	
Reference Time A (s)	20.2	11.2		32.5	13.5		19.6	40.4		33.7	15.2	
Adj Saturation B (vph)	NA	NA		NA	NA		NA	NA		NA	NA	
Reference Time B (s)	NA	NA		NA	NA		NA	NA		NA	NA	
Reference Time (s)	20.2			32.5			40.4			33.7		
Adj Reference Time (s)	24.2			36.5			44.4			37.7		
Split Option												
Ref Time Combined (s)	1.8	11.2		2.9	13.5		1.7	40.4		3.0	15.2	
Ref Time Seperate (s)	1.8	9.9		2.9	9.2		1.7	33.9		3.0	14.4	
Reference Time (s)	11.2	11.2		13.5	13.5		40.4	40.4		15.2	15.2	
Adj Reference Time (s)	15.2	15.2		17.5	17.5		44.4	44.4		19.2	19.2	
Summary	EB WB		NB SB		Combined							
Protected Option (s)	25.5		52.4									
Permitted Option (s)	36.5		44.4									
Split Option (s)	32.7		63.6									
Minimum (s)	25.5		44.4		69.9							
Right Turns												
Adj Reference Time (s)												
Cross Thru Ref Time (s)												
Oncoming Left Ref Time (s)												
Combined (s)												
Intersection Summary												
Intersection Capacity Utilization	77.7%			ICU Level of Service			D					
Reference Times and Phasing Options do not represent an optimized timing plan.												

## HCM 2010 Signalized Intersection Summary












## 4: Dayton Ave &amp; N 160th St

4/5/2019

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	36	206	27	58	186	85	35	698	135	60	301	17
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	39	224	29	63	202	92	38	759	147	65	327	18
Adj No. of Lanes	1	1	0	1	1	0	1	1	0	1	1	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	232	396	51	269	297	135	667	926	179	265	1067	59
Arrive On Green	0.24	0.24	0.24	0.24	0.24	0.24	0.61	0.61	0.61	0.61	0.61	0.61
Sat Flow, veh/h	1081	1617	209	1122	1213	552	1031	1517	294	613	1749	96
Grp Volume(v), veh/h	39	0	253	63	0	294	38	0	906	65	0	345
Grp Sat Flow(s),veh/h/ln	1081	0	1826	1122	0	1765	1031	0	1811	613	0	1846
Q Serve(g_s), s	1.9	0.0	6.7	2.9	0.0	8.3	1.0	0.0	21.6	5.1	0.0	4.9
Cycle Q Clear(g_c), s	10.2	0.0	6.7	9.6	0.0	8.3	6.0	0.0	21.6	26.7	0.0	4.9
Prop In Lane	1.00		0.11	1.00		0.31	1.00		0.16	1.00		0.05
Lane Grp Cap(c), veh/h	232	0	447	269	0	432	667	0	1105	265	0	1126
V/C Ratio(X)	0.17	0.00	0.57	0.23	0.00	0.68	0.06	0.00	0.82	0.25	0.00	0.31
Avail Cap(c_a), veh/h	280	0	529	319	0	511	710	0	1181	291	0	1203
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	23.5	0.0	18.3	22.5	0.0	18.9	6.6	0.0	8.4	18.8	0.0	5.2
Incr Delay (d2), s/veh	0.3	0.0	1.1	0.4	0.0	2.9	0.0	0.0	4.5	0.5	0.0	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(-26165%),veh/ln	0.6	0.0	3.5	0.9	0.0	4.3	0.3	0.0	11.9	0.9	0.0	2.5
LnGrp Delay(d),s/veh	23.8	0.0	19.4	22.9	0.0	21.8	6.6	0.0	12.9	19.3	0.0	5.3
LnGrp LOS	C		B	C		C	A		B	B		A
Approach Vol, veh/h		292			357			944			410	
Approach Delay, s/veh		20.0			22.0			12.6			7.5	
Approach LOS		B			C			B			A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		37.7		17.5		37.7		17.5				
Change Period (Y+Rc), s		4.0		4.0		4.0		4.0				
Max Green Setting (Gmax), s		36.0		16.0		36.0		16.0				
Max Q Clear Time (g_c+l1), s		23.6		12.2		28.7		11.6				
Green Ext Time (p_c), s		7.6		1.3		5.0		1.5				
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay			14.3									
HCM 2010 LOS			B									

Lanes, Volumes, Timings  
5: Sears West Dr & N 160th St












4/5/2019

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (vph)	435	70	58	272	59	111
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.981					0.850
Flt Protected			0.950		0.950	
Satd. Flow (prot)	1827	0	1770	1863	1770	1583
Flt Permitted			0.950		0.950	
Satd. Flow (perm)	1827	0	1770	1863	1770	1583
Link Speed (mph)	35			35	30	
Link Distance (ft)	460			770	202	
Travel Time (s)	9.0			15.0	4.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	473	76	63	296	64	121
Shared Lane Traffic (%)						
Lane Group Flow (vph)	549	0	63	296	64	121
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	49.4%			ICU Level of Service A		
Analysis Period (min)	15					

# Intersection Capacity Utilization

## 5: Sears West Dr & N 160th St

4/5/2019

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (vph)	435	70	58	272	59	111
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Green (s)	4.0	4.0	4.0	4.0	4.0	4.0
Refr Cycle Length (s)	90	90	90	90	90	90
Volume Combined (vph)	505	0	58	272	59	111
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.98	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	1860	0	1805	1900	1805	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	24.4	0.0	2.9	12.9		6.2
Adj Reference Time (s)	28.4	0.0	8.0	16.9		10.2
Permitted Option						
Adj Saturation A (vph)	1860		160	1900	160	
Reference Time A (s)	24.4		32.5	12.9	33.1	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	24.4			32.5		
Adj Reference Time (s)	28.4			36.5		
Split Option						
Ref Time Combined (s)	24.4		2.9	12.9	2.9	
Ref Time Seperate (s)	21.0		2.9	12.9	2.9	
Reference Time (s)	24.4		12.9	12.9	2.9	
Adj Reference Time (s)	28.4		16.9	16.9	8.0	
Summary	EB WB		NB	Combined		
Protected Option (s)	36.4		NA			
Permitted Option (s)	36.5		Err			
Split Option (s)	45.3		8.0			
Minimum (s)	36.4		8.0	44.4		
Right Turns	NBR					
Adj Reference Time (s)	10.2					
Cross Thru Ref Time (s)	28.4					
Oncoming Left Ref Time (s)	0.0					
Combined (s)	38.6					
Intersection Summary						
Intersection Capacity Utilization		49.4%		ICU Level of Service		A
Reference Times and Phasing Options do not represent an optimized timing plan.						



HCM 2010 TWSC










5: Sears West Dr &amp; N 160th St

4/5/2019

Intersection						
Int Delay, s/veh	3.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Vol, veh/h	435	70	58	272	59	111
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	0	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	473	76	63	296	64	121
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	549	0	933	511
Stage 1	-	-	-	-	511	-
Stage 2	-	-	-	-	422	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1021	-	295	563
Stage 1	-	-	-	-	602	-
Stage 2	-	-	-	-	662	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1021	-	277	563
Mov Cap-2 Maneuver	-	-	-	-	277	-
Stage 1	-	-	-	-	602	-
Stage 2	-	-	-	-	621	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		1.5		16.2	
HCM LOS					C	
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	277	563	-	-	1021	-
HCM Lane V/C Ratio	0.232	0.214	-	-	0.062	-
HCM Control Delay (s)	21.9	13.1	-	-	8.8	-
HCM Lane LOS	C	B	-	-	A	-
HCM 95th %tile Q(veh)	0.9	0.8	-	-	0.2	-

Lanes, Volumes, Timings  
6: ROCI East Dr & N 160th St













4/5/2019

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (vph)	483	14	80	321	33	127
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	0.95	0.95	1.00	1.00
Frt	0.996				0.893	
Flt Protected				0.990	0.990	
Satd. Flow (prot)	1855	0	0	3504	1647	0
Flt Permitted				0.990	0.990	
Satd. Flow (perm)	1855	0	0	3504	1647	0
Link Speed (mph)	35			35	30	
Link Distance (ft)	770			357	181	
Travel Time (s)	15.0			7.0	4.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	525	15	87	349	36	138
Shared Lane Traffic (%)						
Lane Group Flow (vph)	540	0	0	436	174	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	60.5%			ICU Level of Service B		
Analysis Period (min)	15					

# Intersection Capacity Utilization

## 6: ROCI East Dr & N 160th St

4/5/2019

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations				 	 	
Volume (vph)	483	14	80	321	33	127
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Green (s)	4.0	4.0	4.0	4.0	4.0	4.0
Refr Cycle Length (s)	90	90	90	90	90	90
Volume Combined (vph)	497	0	0	401	160	0
Lane Utilization Factor	1.00	1.00	1.00	0.95	1.00	1.00
Turning Factor (vph)	1.00	0.85	0.95	0.99	0.87	0.85
Saturated Flow (vph)	1892	0	0	3582	1657	0
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	No			No	No	
Reference Time (s)		0.0				0.0
Adj Reference Time (s)		0.0				0.0
Permitted Option						
Adj Saturation A (vph)	1892		0	159	147	
Reference Time A (s)	23.6		0.0	45.2	97.8	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	23.6			45.2		
Adj Reference Time (s)	27.6			49.2		
Split Option						
Ref Time Combined (s)	23.6		0.0	10.1	8.7	
Ref Time Seperate (s)	23.0		4.0	8.0	1.8	
Reference Time (s)	23.6		10.1	10.1	8.7	
Adj Reference Time (s)	27.6		14.1	14.1	12.7	
Summary	EB WB		NB	Combined		
Protected Option (s)	NA		NA			
Permitted Option (s)	49.2		Err			
Split Option (s)	41.7		12.7			
Minimum (s)	41.7		12.7	54.4		
Right Turns						
Adj Reference Time (s)						
Cross Thru Ref Time (s)						
Oncoming Left Ref Time (s)						
Combined (s)						
Intersection Summary						
Intersection Capacity Utilization		60.5%		ICU Level of Service		B
Reference Times and Phasing Options do not represent an optimized timing plan.						

HCM 2010 TWSC

6: ROCI East Dr &amp; N 160th St
















4/5/2019

Intersection						
Int Delay, s/veh	3.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Vol, veh/h	483	14	80	321	33	127
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	525	15	87	349	36	138
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	540	0	881	533
Stage 1	-	-	-	-	533	-
Stage 2	-	-	-	-	348	-
Critical Hdwy	-	-	4.12	-	6.63	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.83	-
Follow-up Hdwy	-	-	2.218	-	3.519	3.319
Pot Cap-1 Maneuver	-	-	1028	-	301	546
Stage 1	-	-	-	-	587	-
Stage 2	-	-	-	-	687	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1028	-	269	546
Mov Cap-2 Maneuver	-	-	-	-	269	-
Stage 1	-	-	-	-	587	-
Stage 2	-	-	-	-	615	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		2		18	
HCM LOS					C	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	450	-	-	1028	-	
HCM Lane V/C Ratio	0.386	-	-	0.085	-	
HCM Control Delay (s)	18	-	-	8.8	0.3	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	1.8	-	-	0.3	-	



Lanes, Volumes, Timings  
7: Westminster Way N & Pier 1 Dr
















4/5/2019

										
Lane Group	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SER
Lane Configurations										
Volume (vph)	0	0	110	0	28	0	365	74	32	123
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0	0		100	100		0	0	0
Storage Lanes	0	0	1		1	0		0	1	1
Taper Length (ft)	25		25			25			25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.850		0.977			0.850
Flt Protected			0.950						0.950	
Satd. Flow (prot)	0	0	1593	0	1425	0	1638	0	1593	1425
Flt Permitted			0.950						0.950	
Satd. Flow (perm)	0	0	1593	0	1425	0	1638	0	1593	1425
Link Speed (mph)	30			35			35		15	
Link Distance (ft)	179			244			339		204	
Travel Time (s)	4.1			4.8			6.6		9.3	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	120	0	30	0	397	80	35	134
Shared Lane Traffic (%)										
Lane Group Flow (vph)	0	0	120	0	30	0	477	0	35	134
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Right	Left	Left	Right	Left	Right
Median Width(ft)	0			12			12		12	
Link Offset(ft)	0			0			0		0	
Crosswalk Width(ft)	16			16			16		16	
Two way Left Turn Lane										
Headway Factor	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14
Turning Speed (mph)	15	9	15		9	15		9	15	9
Sign Control	Stop			Free			Free		Stop	
Intersection Summary										
Area Type:	CBD									
Control Type:	Unsignalized									
Intersection Capacity Utilization	50.9%				ICU Level of Service A					
Analysis Period (min)	15									

# Intersection Capacity Utilization

## 7: Westminster Way N & Pier 1 Dr

4/5/2019

										
Movement	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SER
Lane Configurations										
Volume (vph)	0	0	110	0	28	0	365	74	32	123
Pedestrians										
Ped Button										
Pedestrian Timing (s)										
Free Right		No			No			No		No
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Green (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Refr Cycle Length (s)	90	90	90	90	90	90	90	90	90	90
Volume Combined (vph)	0	0	110	0	28	0	439	0	32	123
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.95	0.85	0.95	1.00	0.85	0.95	0.97	0.85	0.95	0.85
Saturated Flow (vph)	0	0	1625	0	1454	0	1667	0	1625	1454
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00			0.00		0.00	
Protected Option Allowed	No			Yes			Yes		No	
Reference Time (s)		0.0	6.1	0.0	1.7	0.0	23.7	0.0		7.6
Adj Reference Time (s)		0.0	10.1	0.0	8.0	0.0	27.7	0.0		11.6
Permitted Option										
Adj Saturation A (vph)	0		144	0		0	1667		144	
Reference Time A (s)	0.0		68.6	0.0		0.0	23.7		19.9	
Adj Saturation B (vph)	NA		NA	NA		0	1667		NA	
Reference Time B (s)	NA		NA	NA		0.0	23.7		NA	
Reference Time (s)				68.6			23.7			
Adj Reference Time (s)				72.6			27.7			
Split Option										
Ref Time Combined (s)	0.0		6.1	0.0		0.0	23.7		1.8	
Ref Time Seperate (s)	0.0		6.1	0.0		0.0	19.7		1.8	
Reference Time (s)	0.0		6.1	6.1		23.7	23.7		1.8	
Adj Reference Time (s)	0.0		10.1	10.1		27.7	27.7		8.0	
Summary	WB		NB SB		SE		Combined			
Protected Option (s)	NA		37.8		NA					
Permitted Option (s)	Err		72.6		Err					
Split Option (s)	0.0		37.8		8.0					
Minimum (s)	0.0		37.8		8.0		45.8			
Right Turns	NBR	SER								
Adj Reference Time (s)	8.0	11.6								
Cross Thru Ref Time (s)	0.0	27.7								
Oncoming Left Ref Time (s)	0.0	0.0								
Combined (s)	8.0	39.3								
Intersection Summary										
Intersection Capacity Utilization			50.9%		ICU Level of Service				A	
Reference Times and Phasing Options do not represent an optimized timing plan.										

HCM 2010 TWSC

7: Westminster Way N &amp; Pier 1 Dr























4/5/2019

Intersection										
Int Delay, s/veh	1.3									
Movement	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SER
Vol, veh/h	0	0	110	0	28	0	365	74	32	123
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	-	-	None	-	-	None	-	None
Storage Length	-	-	0	-	100	-	-	-	0	0
Veh in Median Storage, #	0	-	-	0	-	-	0	-	0	-
Grade, %	0	-	-	0	-	-	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	120	0	30	0	397	80	35	134
Major/Minor	Major1			Major2			Minor2			
Conflicting Flow All	477			0	0	0	0	0	437	437
Stage 1	-			-	-	-	-	-	437	-
Stage 2	-			-	-	-	-	-	0	-
Critical Hdwy	4.12			-	-	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-			-	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-			-	-	-	-	-	-	-
Follow-up Hdwy	2.218			-	-	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1085			-	-	-	-	-	577	620
Stage 1	-			-	-	-	-	-	651	-
Stage 2	-			-	-	-	-	-	-	-
Platoon blocked, %				-	-		-	-		
Mov Cap-1 Maneuver	1085			-	-	-	-	-	513	620
Mov Cap-2 Maneuver	-			-	-	-	-	-	513	-
Stage 1	-			-	-	-	-	-	651	-
Stage 2	-			-	-	-	-	-	-	-
Approach	NB			SB			SE			
HCM Control Delay, s	7			0						
HCM LOS							-			
Minor Lane/Major Mvmt	NBL	NBT	NBR	SELn1	SELn2	SBL	SBT	SBR		
Capacity (veh/h)	1085	-	-	-	620	-	-	-		
HCM Lane V/C Ratio	0.11	-	-	-	0.216	-	-	-		
HCM Control Delay (s)	8.7	-	-	-	12.4	0	-	-		
HCM Lane LOS	A	-	-	-	B	A	-	-		
HCM 95th %tile Q(veh)	0.4	-	-	-	0.8	-	-	-		

## Lanes, Volumes, Timings

## 8: Westminster Way N &amp; N 155th St

4/5/2019













												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	0	307	163	228	334	69	153	69	802	76	296	139
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	60		50	175		0	300		0	100		500
Storage Lanes	0		0	1		1	1		2	1		0
Taper Length (ft)	25			25			50			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	0.88	1.00	1.00	1.00
Ped Bike Factor		0.99		1.00		0.97	1.00		0.98	1.00	0.99	
Frt		0.948				0.850			0.850		0.952	
Flt Protected				0.950			0.950			0.950		
Satd. Flow (prot)	0	3034	0	1608	1693	1439	1608	1693	2533	1608	1600	0
Flt Permitted				0.248			0.260			0.709		
Satd. Flow (perm)	0	3034	0	419	1693	1395	440	1693	2476	1199	1600	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		116				78			397		28	
Link Speed (mph)		25			35			35			35	
Link Distance (ft)		483			515			1441			349	
Travel Time (s)		13.2			10.0			28.1			6.8	
Confl. Peds. (#/hr)	5		3	3		5	1		1	1		1
Peak Hour Factor	0.87	0.87	0.87	0.89	0.89	0.89	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Adj. Flow (vph)	0	353	187	256	375	78	163	73	853	81	315	148
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	540	0	256	375	78	163	73	853	81	463	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14	1.14
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors		1		1	1	1	1	1	1	1	1	
Detector Template												
Leading Detector (ft)		50		50	50	50	50	50	50	50	50	
Trailing Detector (ft)		0		0	0	0	0	0	0	0	0	
Detector 1 Position(ft)		0		0	0	0	0	0	0	0	0	
Detector 1 Size(ft)		50		50	50	50	50	50	50	50	50	
Detector 1 Type		Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	
Detector 1 Channel												
Detector 1 Extend (s)		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Detector 1 Queue (s)		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Detector 1 Delay (s)		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Turn Type		NA		pm+pt	NA	Perm	Perm	NA	pm+ov	Perm	NA	
Protected Phases		4		3	8			2	3		6	
Permitted Phases				8		8	2		2	6		
Detector Phase		4		3	8	8	2	2	3	6	6	
Switch Phase												
Minimum Initial (s)		5.0		5.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	



## Lanes, Volumes, Timings

## 8: Westminster Way N &amp; N 155th St

4/5/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Minimum Split (s)		28.0		26.0	26.0	26.0	21.0	21.0	26.0	28.0	28.0	
Total Split (s)		29.0		27.0	56.0	56.0	29.0	29.0	27.0	29.0	29.0	
Total Split (%)		34.1%		31.8%	65.9%	65.9%	34.1%	34.1%	31.8%	34.1%	34.1%	
Maximum Green (s)		24.0		22.0	52.0	52.0	24.0	24.0	22.0	24.0	24.0	
Yellow Time (s)		4.0		4.0	3.5	3.5	4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)		1.0		1.0	0.5	0.5	1.0	1.0	1.0	1.0	1.0	
Lost Time Adjust (s)		-1.3		-1.3	-1.3	0.0	-1.5	-1.5	0.0	-1.5	-1.5	
Total Lost Time (s)		3.7		3.7	2.7	4.0	3.5	3.5	5.0	3.5	3.5	
Lead/Lag		Lag		Lead					Lead			
Lead-Lag Optimize?												
Vehicle Extension (s)		3.5		3.5	3.0	3.0	2.0	2.0	3.5	2.0	2.0	
Recall Mode		None		None	None	None	Max	Max	None	Max	Max	
Walk Time (s)					7.0	7.0	5.0	5.0		7.0	7.0	
Flash Dont Walk (s)					12.0	12.0	11.0	11.0		14.0	14.0	
Pedestrian Calls (#/hr)					0	0	0	0		0	0	
Act Effect Green (s)		17.7		38.6	39.6	38.3	25.9	25.9	40.1	25.9	25.9	
Actuated g/C Ratio		0.25		0.54	0.55	0.53	0.36	0.36	0.56	0.36	0.36	
v/c Ratio		0.65		0.50	0.40	0.10	1.03	0.12	0.54	0.19	0.78	
Control Delay		22.9		12.3	10.2	2.2	111.1	19.3	5.4	20.6	32.9	
Queue Delay		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay		22.9		12.3	10.2	2.2	111.1	19.3	5.4	20.6	32.9	
LOS		C		B	B	A	F	B	A	C	C	
Approach Delay		22.9			10.1			22.2			31.1	
Approach LOS		C			B			C			C	

## Intersection Summary

Area Type: CBD

Cycle Length: 85

Actuated Cycle Length: 71.8

Natural Cycle: 85

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 1.03

Intersection Signal Delay: 21.0

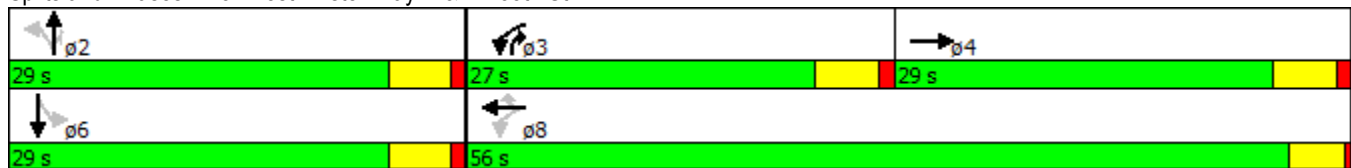
Intersection LOS: C

Intersection Capacity Utilization 83.3%

ICU Level of Service E

Analysis Period (min) 15

Splits and Phases: 8: Westminster Way N &amp; N 155th St



## Queues

## 8: Westminster Way N &amp; N 155th St

4/5/2019



Lane Group	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	540	256	375	78	163	73	853	81	463
v/c Ratio	0.65	0.50	0.40	0.10	1.03	0.12	0.54	0.19	0.78
Control Delay	22.9	12.3	10.2	2.2	111.1	19.3	5.4	20.6	32.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	22.9	12.3	10.2	2.2	111.1	19.3	5.4	20.6	32.9
Queue Length 50th (ft)	86	56	86	0	~80	21	45	24	170
Queue Length 95th (ft)	141	93	133	15	#230	60	107	68	#413
Internal Link Dist (ft)	403		435			1361			269
Turn Bay Length (ft)		175			300			100	
Base Capacity (vph)	1160	617	1276	1046	159	610	1768	432	595
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.47	0.41	0.29	0.07	1.03	0.12	0.48	0.19	0.78

## Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.























# 95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

# Intersection Capacity Utilization

## 8: Westminster Way N & N 155th St

4/5/2019






















												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	0	307	163	228	334	69	153	69	802	76	296	139
Pedestrians	5		3	3		5	1		1	1		1
Ped Button		Yes			Yes			No			No	
Pedestrian Timing (s)		16.0			19.0			16.0			21.0	
Free Right			No			No			No			No
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	2.7	3.7	2.7	3.7	2.7	4.0	3.5	3.5	5.0	3.5	3.5	2.5
Minimum Green (s)	4.0	5.0	4.0	5.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	4.0
Refr Cycle Length (s)	90	90	90	90	90	90	90	90	90	90	90	90
Volume Combined (vph)	0	470	0	228	334	69	153	69	802	76	435	0
Lane Utilization Factor	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	0.89	1.00	1.00	1.00
Turning Factor (vph)	0.95	0.95	0.85	0.95	1.00	0.85	0.95	1.00	0.85	0.95	0.95	0.85
Saturated Flow (vph)	0	3086	0	1625	1710	1454	1625	1710	2573	1625	1628	0
Ped Intf Time (s)	0.0	0.1	0.3	0.0	0.0	0.5	0.0	0.0	0.1	0.0	0.0	0.1
Pedestrian Frequency (%)		0.07			0.12			1.00			1.00	
Protected Option Allowed		Yes			Yes			Yes			Yes	
Reference Time (s)	0.0	13.8	0.0	12.6	17.6	4.8	8.5	3.6	28.2	4.2	24.1	0.0
Adj Reference Time (s)	0.0	17.8	0.0	16.6	21.7	10.4	12.5	20.0	33.2	9.0	28.1	0.0
Permitted Option												
Adj Saturation A (vph)	0	1543		144	1710		144	1710		144	1628	
Reference Time A (s)	0.0	13.8		142.1	17.6		95.4	3.6		47.4	24.1	
Adj Saturation B (vph)	NA	NA		NA	NA		NA	NA		0	1628	
Reference Time B (s)	NA	NA		NA	NA		NA	NA		12.2	24.1	
Reference Time (s)		13.8			142.1			95.4			24.1	
Adj Reference Time (s)		17.8			146.1			99.4			28.1	
Split Option												
Ref Time Combined (s)	0.0	13.8		12.6	17.6		8.5	3.6		4.2	24.1	
Ref Time Seperate (s)	0.0	9.1		12.6	17.6		8.5	3.6		4.2	16.4	
Reference Time (s)	13.8	13.8		17.6	17.6		8.5	8.5		24.1	24.1	
Adj Reference Time (s)	17.8	17.8		21.7	21.7		20.0	20.0		28.1	28.1	
Summary	EB WB		NB SB		Combined							
Protected Option (s)	34.4		40.6									
Permitted Option (s)	146.1		99.4									
Split Option (s)	39.6		48.1									
Minimum (s)	34.4		40.6		75.0							
Right Turns	WBR		NBR									
Adj Reference Time (s)	10.4		33.2									
Cross Thru Ref Time (s)	20.0		17.8									
Oncoming Left Ref Time (s)	0.0		9.0									
Combined (s)	30.4		60.0									

### Intersection Summary

Intersection Capacity Utilization 83.3% ICU Level of Service E  
 Reference Times and Phasing Options do not represent an optimized timing plan.

# HCM 2010 Signalized Intersection Summary8: Westminster Way N & N 155th St










4/5/2019

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	0	307	163	228	334	69	153	69	802	76	296	139
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	0	1693	1710	1693	1693	1693	1693	1693	1693	1693	1693	1710
Adj Flow Rate, veh/h	0	353	187	256	375	78	163	73	853	81	315	148
Adj No. of Lanes	0	2	0	1	1	1	1	1	2	1	1	0
Peak Hour Factor	0.87	0.87	0.87	0.89	0.89	0.89	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	0	1	1	1	1	1	1	1	1	1	1	1
Cap, veh/h	0	549	286	467	833	675	239	671	1313	314	432	203
Arrive On Green	0.00	0.27	0.27	0.17	0.49	0.47	0.40	0.40	0.37	0.40	0.40	0.40
Sat Flow, veh/h	0	2130	1064	1612	1693	1431	841	1693	2529	547	1090	512
Grp Volume(v), veh/h	0	276	264	256	375	78	163	73	853	81	0	463
Grp Sat Flow(s),veh/h/ln	0	1608	1501	1612	1693	1431	841	1693	1265	547	0	1602
Q Serve(g_s), s	0.0	9.8	10.0	6.5	9.3	2.0	9.7	1.8	15.8	7.1	0.0	15.8
Cycle Q Clear(g_c), s	0.0	9.8	10.0	6.5	9.3	2.0	25.5	1.8	15.8	8.8	0.0	15.8
Prop In Lane	0.00		0.71	1.00		1.00	1.00		1.00	1.00		0.32
Lane Grp Cap(c), veh/h	0	431	403	467	833	675	239	671	1313	314	0	635
V/C Ratio(X)	0.00	0.64	0.65	0.55	0.45	0.12	0.68	0.11	0.65	0.26	0.00	0.73
Avail Cap(c_a), veh/h	0	632	590	784	1403	1157	239	671	1313	314	0	635
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	0.0	20.8	20.9	12.6	10.7	9.5	28.4	12.3	11.2	15.0	0.0	16.5
Incr Delay (d2), s/veh	0.0	1.9	2.2	1.2	0.4	0.1	14.7	0.3	2.5	2.0	0.0	7.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(-26165%),veh/ln	0.0	4.5	4.3	2.9	4.4	0.8	3.8	0.9	5.9	1.2	0.0	8.2
LnGrp Delay(d),s/veh	0.0	22.7	23.1	13.8	11.1	9.6	43.1	12.6	13.7	17.0	0.0	23.7
LnGrp LOS		C	C	B	B	A	D	B	B	B		C
Approach Vol, veh/h		540			709			1089			544	
Approach Delay, s/veh		22.9			11.9			18.1			22.7	
Approach LOS		C			B			B			C	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2	3	4		6		8				
Phs Duration (G+Y+Rc), s		29.0	14.4	21.0		29.0		35.3				
Change Period (Y+Rc), s		5.0	5.0	5.0		5.0		* 5				
Max Green Setting (Gmax), s		24.0	22.0	24.0		24.0		* 52				
Max Q Clear Time (g_c+l1), s		27.5	8.5	12.0		17.8		11.3				
Green Ext Time (p_c), s		0.0	1.0	3.9		3.3		5.5				
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay			18.3									
HCM 2010 LOS			B									
<b>Notes</b>												
* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.												



Lanes, Volumes, Timings  
9: SP NW Dr & N 160th St










4/5/2019

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (vph)	467	26	30	307	10	88
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.993				0.879	
Flt Protected				0.996	0.995	
Satd. Flow (prot)	1850	0	0	1855	1629	0
Flt Permitted				0.996	0.995	
Satd. Flow (perm)	1850	0	0	1855	1629	0
Link Speed (mph)	35			35	30	
Link Distance (ft)	284			460	207	
Travel Time (s)	5.5			9.0	4.7	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	508	28	33	334	11	96
Shared Lane Traffic (%)						
Lane Group Flow (vph)	536	0	0	367	107	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	49.8%			ICU Level of Service A		
Analysis Period (min)	15					

## Intersection Capacity Utilization

## 9: SP NW Dr &amp; N 160th St

4/5/2019

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (vph)	467	26	30	307	10	88
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Green (s)	4.0	4.0	4.0	4.0	4.0	4.0
Refr Cycle Length (s)	90	90	90	90	90	90
Volume Combined (vph)	493	0	0	337	98	0
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.99	0.85	0.95	1.00	0.86	0.85
Saturated Flow (vph)	1885	0	0	1892	1636	0
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	No			No	No	
Reference Time (s)		0.0				0.0
Adj Reference Time (s)		0.0				0.0
Permitted Option						
Adj Saturation A (vph)	1885		0	966	145	
Reference Time A (s)	23.5		0.0	31.4	60.7	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	23.5			31.4		
Adj Reference Time (s)	27.5			35.4		
Split Option						
Ref Time Combined (s)	23.5		0.0	16.0	5.4	
Ref Time Seperate (s)	22.3		1.5	14.5	0.6	
Reference Time (s)	23.5		16.0	16.0	5.4	
Adj Reference Time (s)	27.5		20.0	20.0	9.4	
Summary	EB WB		NB	Combined		
Protected Option (s)	NA		NA			
Permitted Option (s)	35.4		Err			
Split Option (s)	47.6		9.4			
Minimum (s)	35.4		9.4	44.8		
Right Turns						
Adj Reference Time (s)						
Cross Thru Ref Time (s)						
Oncoming Left Ref Time (s)						
Combined (s)						
Intersection Summary						
Intersection Capacity Utilization		49.8%		ICU Level of Service		A
Reference Times and Phasing Options do not represent an optimized timing plan.						

HCM 2010 TWSC

9: SP NW Dr &amp; N 160th St

4/5/2019

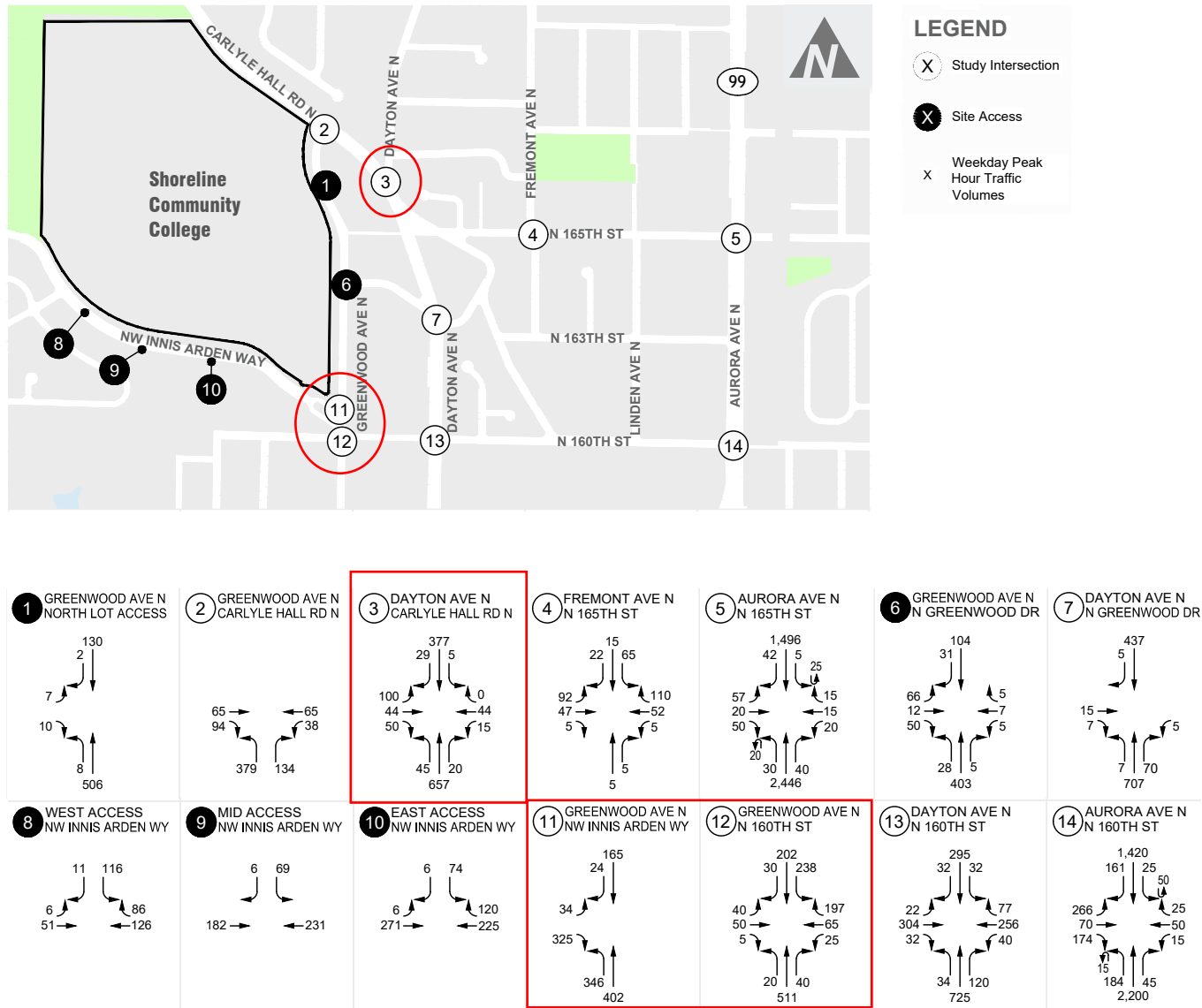
Intersection						
Int Delay, s/veh	1.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Vol, veh/h	467	26	30	307	10	88
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	508	28	33	334	11	96
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	536	0	921	522
Stage 1	-	-	-	-	522	-
Stage 2	-	-	-	-	399	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1032	-	300	555
Stage 1	-	-	-	-	595	-
Stage 2	-	-	-	-	678	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1032	-	288	555
Mov Cap-2 Maneuver	-	-	-	-	288	-
Stage 1	-	-	-	-	595	-
Stage 2	-	-	-	-	652	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.8		14	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	507	-	-	1032	-	
HCM Lane V/C Ratio	0.21	-	-	0.032	-	
HCM Control Delay (s)	14	-	-	8.6	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.8	-	-	0.1	-	

## ATTACHMENT G

Shoreline Community College Traffic Forecasts at Study  
Intersections 1, 2, & 3




**Figure 16: Future (2040) With-Project PM Peak Hour Traffic Volumes**



















# HCM 2010 Signalized Intersection Summary 3: Dayton Ave N

## Attachment F - Exhibit A Shoreline Community College Future (2040) With-Project Midday Peak Hour Mitigation

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (veh/h)	106	101	40	15	44	15	20	283	5	5	252	59
Future Volume (veh/h)	106	101	40	15	44	15	20	283	5	5	252	59
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.95	1.00		0.96	1.00		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1900	1881	1900	1900	1759	1900	1900	1863	1900	1900	1881	1900
Adj Flow Rate, veh/h	138	131	52	19	57	19	26	368	6	6	327	77
Adj No. of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Peak Hour Factor	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77
Percent Heavy Veh, %	1	1	1	8	8	8	2	2	2	1	1	1
Cap, veh/h	168	159	63	28	85	28	90	856	13	64	725	168
Arrive On Green	0.22	0.22	0.22	0.09	0.09	0.09	0.49	0.49	0.49	0.49	0.49	0.49
Sat Flow, veh/h	763	724	288	333	1000	333	53	1729	27	7	1464	340
Grp Volume(v), veh/h	321	0	0	95	0	0	400	0	0	410	0	0
Grp Sat Flow(s),veh/h/ln	1775	0	0	1667	0	0	1809	0	0	1811	0	0
Q Serve(g_s), s	10.3	0.0	0.0	3.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	10.3	0.0	0.0	3.3	0.0	0.0	8.3	0.0	0.0	8.8	0.0	0.0
Prop In Lane	0.43		0.16	0.20		0.20	0.06		0.01	0.01		0.19
Lane Grp Cap(c), veh/h	390	0	0	142	0	0	959	0	0	957	0	0
V/C Ratio(X)	0.82	0.00	0.00	0.67	0.00	0.00	0.42	0.00	0.00	0.43	0.00	0.00
Avail Cap(c_a), veh/h	473	0	0	445	0	0	959	0	0	957	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	22.3	0.0	0.0	26.6	0.0	0.0	9.8	0.0	0.0	9.9	0.0	0.0
Incr Delay (d2), s/veh	9.5	0.0	0.0	5.3	0.0	0.0	1.3	0.0	0.0	1.4	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.1	0.0	0.0	1.7	0.0	0.0	4.6	0.0	0.0	4.7	0.0	0.0
LnGrp Delay(d),s/veh	31.8	0.0	0.0	32.0	0.0	0.0	11.1	0.0	0.0	11.3	0.0	0.0
LnGrp LOS	C			C			B			B		
Approach Vol, veh/h		321			95			400			410	
Approach Delay, s/veh		31.8			32.0			11.1			11.3	
Approach LOS		C			C			B			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		33.7		17.2		33.7		9.1				
Change Period (Y+Rc), s		4.0		4.0		4.0		4.0				
Max Green Setting (Gmax), s		16.0		16.0		16.0		16.0				
Max Q Clear Time (g_c+I1), s		10.3		12.3		10.8		5.3				
Green Ext Time (p_c), s		2.5		0.6		2.3		0.3				
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay				18.2								
HCM 2010 LOS				B								

# HCM 2010 Signalized Intersection Summary 3: Dayton Ave N

## Attachment F - Exhibit A Shoreline Community College Future (2040) With-Project PM Peak Hour Mitigation

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	100	42	51	13	42	19	45	657	19	6	377	29
Future Volume (veh/h)	100	42	51	13	42	19	45	657	19	6	377	29
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.96	1.00		0.97	1.00		0.97	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1900	1881	1900	1900	1792	1900	1900	1881	1900	1900	1881	1900
Adj Flow Rate, veh/h	106	45	54	14	45	20	48	699	20	6	401	31
Adj No. of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	6	6	6	1	1	1	1	1	1
Cap, veh/h	132	56	67	20	64	29	92	1073	30	50	1087	83
Arrive On Green	0.15	0.15	0.15	0.07	0.07	0.07	0.64	0.64	0.64	0.64	0.64	0.64
Sat Flow, veh/h	895	380	456	299	961	427	70	1688	47	6	1710	131
Grp Volume(v), veh/h	205	0	0	79	0	0	767	0	0	438	0	0
Grp Sat Flow(s),veh/h/ln	1731	0	0	1687	0	0	1805	0	0	1848	0	0
Q Serve(g_s), s	9.2	0.0	0.0	3.7	0.0	0.0	1.6	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	9.2	0.0	0.0	3.7	0.0	0.0	20.4	0.0	0.0	9.0	0.0	0.0
Prop In Lane	0.52		0.26	0.18		0.25	0.06		0.03	0.01		0.07
Lane Grp Cap(c), veh/h	255	0	0	113	0	0	1195	0	0	1220	0	0
V/C Ratio(X)	0.80	0.00	0.00	0.70	0.00	0.00	0.64	0.00	0.00	0.36	0.00	0.00
Avail Cap(c_a), veh/h	346	0	0	337	0	0	1195	0	0	1220	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	33.0	0.0	0.0	36.5	0.0	0.0	9.0	0.0	0.0	6.9	0.0	0.0
Incr Delay (d2), s/veh	9.4	0.0	0.0	7.6	0.0	0.0	2.7	0.0	0.0	0.8	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.1	0.0	0.0	2.0	0.0	0.0	11.1	0.0	0.0	4.8	0.0	0.0
LnGrp Delay(d),s/veh	42.4	0.0	0.0	44.1	0.0	0.0	11.7	0.0	0.0	7.8	0.0	0.0
LnGrp LOS	D			D			B			A		
Approach Vol, veh/h		205			79			767			438	
Approach Delay, s/veh		42.4			44.1			11.7			7.8	
Approach LOS		D			D			B			A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		54.9		15.8		54.9		9.4				
Change Period (Y+Rc), s		4.0		4.0		4.0		4.0				
Max Green Setting (Gmax), s		36.0		16.0		36.0		16.0				
Max Q Clear Time (g_c+I1), s		22.4		11.2		11.0		5.7				
Green Ext Time (p_c), s		7.0		0.5		9.8		0.2				
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay				16.5								
HCM 2010 LOS				B								

# HCM Signalized Intersection Capacity Analysis

## 11: Greenwood Ave N & Innis Arden Way

Attachment F - Exhibit A  
Shoreline Community College  
Future (2040) With-Project AM Peak Hour Mitigation

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	28	276	698	128	175	91
Future Volume (vph)	28	276	698	128	175	91
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	
Frpb, ped/bikes	1.00	0.96	1.00	1.00	0.95	
Flpb, ped/bikes	0.87	1.00	1.00	1.00	1.00	
Frt	1.00	0.85	1.00	1.00	0.95	
Flt Protected	0.95	1.00	0.95	1.00	1.00	
Satd. Flow (prot)	1424	1412	1736	1827	1686	
Flt Permitted	0.95	1.00	0.95	1.00	1.00	
Satd. Flow (perm)	1424	1412	1736	1827	1686	
Peak-hour factor, PHF	0.75	0.75	0.75	0.75	0.75	0.75
Adj. Flow (vph)	37	368	931	171	233	121
RTOR Reduction (vph)	0	310	0	0	19	0
Lane Group Flow (vph)	37	58	931	171	335	0
Confl. Peds. (#/hr)	49	7	7			49
Heavy Vehicles (%)	10%	10%	4%	4%	2%	2%
Turn Type	Perm	Perm	Split	NA	NA	
Protected Phases			2 8	2 8	6	
Permitted Phases	4	4				
Actuated Green, G (s)	15.3	15.3	51.0	51.0	19.0	
Effective Green, g (s)	15.3	15.3	51.0	51.0	19.0	
Actuated g/C Ratio	0.16	0.16	0.52	0.52	0.20	
Clearance Time (s)	4.0	4.0			4.0	
Vehicle Extension (s)	3.0	3.0			3.0	
Lane Grp Cap (vph)	223	222	909	957	329	
v/s Ratio Prot			c0.54	0.09	c0.20	
v/s Ratio Perm	0.03	c0.04				
v/c Ratio	0.17	0.26	1.02	0.18	1.02	
Uniform Delay, d1	35.5	36.0	23.1	12.2	39.1	
Progression Factor	1.00	1.00	0.85	0.98	1.00	
Incremental Delay, d2	0.4	0.6	31.9	0.1	54.7	
Delay (s)	35.8	36.7	51.5	12.0	93.9	
Level of Service	D	D	D	B	F	
Approach Delay (s)	36.6			45.4	93.9	
Approach LOS	D			D	F	
<b>Intersection Summary</b>						
HCM 2000 Control Delay			52.7		HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio			0.93			
Actuated Cycle Length (s)			97.3		Sum of lost time (s)	16.0
Intersection Capacity Utilization			70.5%		ICU Level of Service	C
Analysis Period (min)			15			
c Critical Lane Group						




















## HCM Signalized Intersection Capacity Analysis

## Shoreline Community College

12: Greenwood Ave N &amp; N 160 St

Future (2040) With-Project AM Peak Hour Mitigation












												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	26	75	15	15	115	456	20	350	40	154	241	45
Future Volume (vph)	26	75	15	15	115	456	20	350	40	154	241	45
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0	4.0		4.0			4.0	
Lane Util. Factor		1.00			1.00	1.00		1.00			1.00	
Frpb, ped/bikes		0.98			1.00	0.99		0.99			0.99	
Flpb, ped/bikes		0.99			0.99	1.00		1.00			1.00	
Frt		0.98			1.00	0.85		0.99			0.99	
Flt Protected		0.99			0.99	1.00		1.00			0.98	
Satd. Flow (prot)		1670			1769	1509		1812			1717	
Flt Permitted		0.90			0.96	1.00		1.00			0.98	
Satd. Flow (perm)		1528			1715	1509		1812			1717	
Peak-hour factor, PHF	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	32	91	18	18	140	556	24	427	49	188	294	55
RTOR Reduction (vph)	0	5	0	0	0	46	0	4	0	0	4	0
Lane Group Flow (vph)	0	136	0	0	158	510	0	496	0	0	533	0
Confl. Peds. (#/hr)	35		60	37		11	60		37	11		35
Confl. Bikes (#/hr)						2			2			
Heavy Vehicles (%)	7%	7%	7%	6%	6%	6%	2%	2%	2%	6%	6%	6%
Turn Type	Perm	NA		Perm	NA	pm+ov	Split	NA		Split	NA	
Protected Phases		8			8	4 6	2	2		4 6	4 6	
Permitted Phases	8			8		8						
Actuated Green, G (s)		18.0			18.0	56.3		29.0			38.3	
Effective Green, g (s)		18.0			18.0	56.3		29.0			38.3	
Actuated g/C Ratio		0.18			0.18	0.58		0.30			0.39	
Clearance Time (s)		4.0			4.0			4.0				
Vehicle Extension (s)		3.0			3.0			3.0				
Lane Grp Cap (vph)		282			317	935		540			675	
v/s Ratio Prot						c0.21		c0.27			c0.31	
v/s Ratio Perm		0.09			0.09	0.12						
v/c Ratio		0.48			0.50	0.55		0.92			0.79	
Uniform Delay, d1		35.5			35.6	12.6		33.0			26.0	
Progression Factor		1.00			1.00	1.00		1.00			0.60	
Incremental Delay, d2		1.3			1.2	0.7		20.5			3.6	
Delay (s)		36.8			36.8	13.3		53.5			19.1	
Level of Service		D			D	B		D			B	
Approach Delay (s)		36.8			18.5			53.5			19.1	
Approach LOS		D			B			D			B	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			29.3				HCM 2000 Level of Service			C		
HCM 2000 Volume to Capacity ratio			0.84									
Actuated Cycle Length (s)			97.3				Sum of lost time (s)			16.0		
Intersection Capacity Utilization			75.5%				ICU Level of Service			D		
Analysis Period (min)			15									
c Critical Lane Group												

## HCM Signalized Intersection Capacity Analysis

Shoreline Community College

## 11: Greenwood Ave N &amp; Innis Arden Way

Future (2040) With-Project Midday Peak Hour Mitigation


















						
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	71	538	490	157	181	44
Future Volume (vph)	71	538	490	157	181	44
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	
Frpb, ped/bikes	1.00	0.96	1.00	1.00	0.96	
Flpb, ped/bikes	0.83	1.00	1.00	1.00	1.00	
Frt	1.00	0.85	1.00	1.00	0.97	
Flt Protected	0.95	1.00	0.95	1.00	1.00	
Satd. Flow (prot)	1437	1496	1752	1845	1697	
Flt Permitted	0.95	1.00	0.95	1.00	1.00	
Satd. Flow (perm)	1437	1496	1752	1845	1697	
Peak-hour factor, PHF	0.81	0.81	0.81	0.81	0.81	0.81
Adj. Flow (vph)	88	664	605	194	223	54
RTOR Reduction (vph)	0	485	0	0	9	0
Lane Group Flow (vph)	88	179	605	194	268	0
Confl. Peds. (#/hr)	62	6	6			62
Heavy Vehicles (%)	4%	4%	3%	3%	5%	5%
Turn Type	Perm	Perm	Split	NA	NA	
Protected Phases			2 8	2 8	6	
Permitted Phases	4	4				
Actuated Green, G (s)	27.0	27.0	43.0	43.0	18.0	
Effective Green, g (s)	27.0	27.0	43.0	43.0	18.0	
Actuated g/C Ratio	0.27	0.27	0.43	0.43	0.18	
Clearance Time (s)	4.0	4.0			4.0	
Vehicle Extension (s)	3.0	3.0			3.0	
Lane Grp Cap (vph)	387	403	753	793	305	
v/s Ratio Prot			c0.35	0.11	c0.16	
v/s Ratio Perm	0.06	c0.12				
v/c Ratio	0.23	0.44	0.80	0.24	0.88	
Uniform Delay, d1	28.4	30.3	24.8	18.2	39.9	
Progression Factor	1.00	1.00	0.82	0.95	1.00	
Incremental Delay, d2	0.3	0.8	4.3	0.1	28.2	
Delay (s)	28.7	31.1	24.7	17.4	68.1	
Level of Service	C	C	C	B	E	
Approach Delay (s)	30.8			22.9	68.1	
Approach LOS	C			C	E	
<b>Intersection Summary</b>						
HCM 2000 Control Delay			33.0	HCM 2000 Level of Service		C
HCM 2000 Volume to Capacity ratio			0.74			
Actuated Cycle Length (s)			100.0	Sum of lost time (s)		16.0
Intersection Capacity Utilization			58.1%	ICU Level of Service		B
Analysis Period (min)			15			
c Critical Lane Group						

## HCM Signalized Intersection Capacity Analysis

## Shoreline Community College












12: Greenwood Ave N &amp; N 160 St

Future (2040) With-Project Midday Peak Hour Mitigation

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	30	5	15	25	342	5	305	25	438	275	16
Future Volume (vph)	5	30	5	15	25	342	5	305	25	438	275	16
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0	4.0		4.0			4.0	
Lane Util. Factor		1.00			1.00	1.00		1.00			1.00	
Frpb, ped/bikes		0.99			1.00	0.98		0.99			1.00	
Flpb, ped/bikes		1.00			0.95	1.00		1.00			1.00	
Frt		0.98			1.00	0.85		0.99			1.00	
Flt Protected		0.99			0.98	1.00		1.00			0.97	
Satd. Flow (prot)		1780			1691	1507		1839			1766	
Flt Permitted		0.98			0.90	1.00		1.00			0.97	
Satd. Flow (perm)		1747			1557	1507		1839			1766	
Peak-hour factor, PHF	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Adj. Flow (vph)	6	37	6	19	31	422	6	377	31	541	340	20
RTOR Reduction (vph)	0	5	0	0	0	17	0	3	0	0	1	0
Lane Group Flow (vph)	0	44	0	0	50	405	0	411	0	0	900	0
Confl. Peds. (#/hr)	13		24	50		39	24		50	39		13
Heavy Vehicles (%)	3%	3%	3%	5%	5%	5%	1%	1%	1%	4%	4%	4%
Turn Type	Perm	NA		Perm	NA	pm+ov	Split	NA		Split	NA	
Protected Phases		8			8	4 6	2	2		4 6	4 6	
Permitted Phases	8			8		8						
Actuated Green, G (s)		18.0			18.0	67.0		21.0			49.0	
Effective Green, g (s)		18.0			18.0	67.0		21.0			49.0	
Actuated g/C Ratio		0.18			0.18	0.67		0.21			0.49	
Clearance Time (s)		4.0			4.0			4.0				
Vehicle Extension (s)		3.0			3.0			3.0				
Lane Grp Cap (vph)		314			280	1069		386			865	
v/s Ratio Prot						c0.19		c0.22			c0.51	
v/s Ratio Perm		0.03			0.03	0.08						
v/c Ratio		0.14			0.18	0.38		1.06			1.04	
Uniform Delay, d1		34.5			34.7	7.3		39.5			25.5	
Progression Factor		1.00			1.00	1.00		1.00			0.81	
Incremental Delay, d2		0.2			0.3	0.2		63.9			35.3	
Delay (s)		34.7			35.0	7.5		103.4			55.9	
Level of Service		C			D	A		F			E	
Approach Delay (s)		34.7			10.4			103.4			55.9	
Approach LOS		C			B			F			E	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			54.4				HCM 2000 Level of Service			D		
HCM 2000 Volume to Capacity ratio			0.96									
Actuated Cycle Length (s)			100.0				Sum of lost time (s)			16.0		
Intersection Capacity Utilization			80.1%				ICU Level of Service			D		
Analysis Period (min)			15									
c Critical Lane Group												

# HCM Signalized Intersection Capacity Analysis 11: Greenwood Ave N & Innis Arden Way

Attachment F - Exhibit A  
Shoreline Community College  
Future (2040) With-Project PM Peak Hour Mitigation

						
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	36	324	346	401	163	23
Future Volume (vph)	36	324	346	401	163	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	
Frpb, ped/bikes	1.00	0.94	1.00	1.00	0.98	
Flpb, ped/bikes	0.89	1.00	1.00	1.00	1.00	
Frt	1.00	0.85	1.00	1.00	0.98	
Flt Protected	0.95	1.00	0.95	1.00	1.00	
Satd. Flow (prot)	1510	1435	1770	1863	1783	
Flt Permitted	0.95	1.00	0.95	1.00	1.00	
Satd. Flow (perm)	1510	1435	1770	1863	1783	
Peak-hour factor, PHF	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	39	348	372	431	175	25
RTOR Reduction (vph)	0	296	0	0	5	0
Lane Group Flow (vph)	39	52	372	431	195	0
Confl. Peds. (#/hr)	43	13	13			43
Confl. Bikes (#/hr)		2				2
Heavy Vehicles (%)	6%	6%	2%	2%	3%	3%
Turn Type	Perm	Perm	Split	NA	NA	
Protected Phases			2 8	2 8	6	
Permitted Phases	4	4				
Actuated Green, G (s)	14.2	14.2	50.6	50.6	18.1	
Effective Green, g (s)	14.2	14.2	50.6	50.6	18.1	
Actuated g/C Ratio	0.15	0.15	0.53	0.53	0.19	
Clearance Time (s)	4.0	4.0			4.0	
Vehicle Extension (s)	3.0	3.0			3.0	
Lane Grp Cap (vph)	225	214	943	993	340	
v/s Ratio Prot			0.21	c0.23	c0.11	
v/s Ratio Perm	0.03	c0.04				
v/c Ratio	0.17	0.24	0.39	0.43	0.57	
Uniform Delay, d1	35.2	35.6	13.1	13.5	34.9	
Progression Factor	1.00	1.00	0.60	0.59	1.00	
Incremental Delay, d2	0.4	0.6	0.1	0.2	6.9	
Delay (s)	35.6	36.2	8.0	8.1	41.8	
Level of Service	D	D	A	A	D	
Approach Delay (s)	36.1			8.0	41.8	
Approach LOS	D			A	D	
<b>Intersection Summary</b>						
HCM 2000 Control Delay			20.7		HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			0.45			
Actuated Cycle Length (s)			94.9		Sum of lost time (s)	16.0
Intersection Capacity Utilization			51.6%		ICU Level of Service	A
Analysis Period (min)			15			
c Critical Lane Group						




















## HCM Signalized Intersection Capacity Analysis

## Shoreline Community College

12: Greenwood Ave N &amp; N 160 St

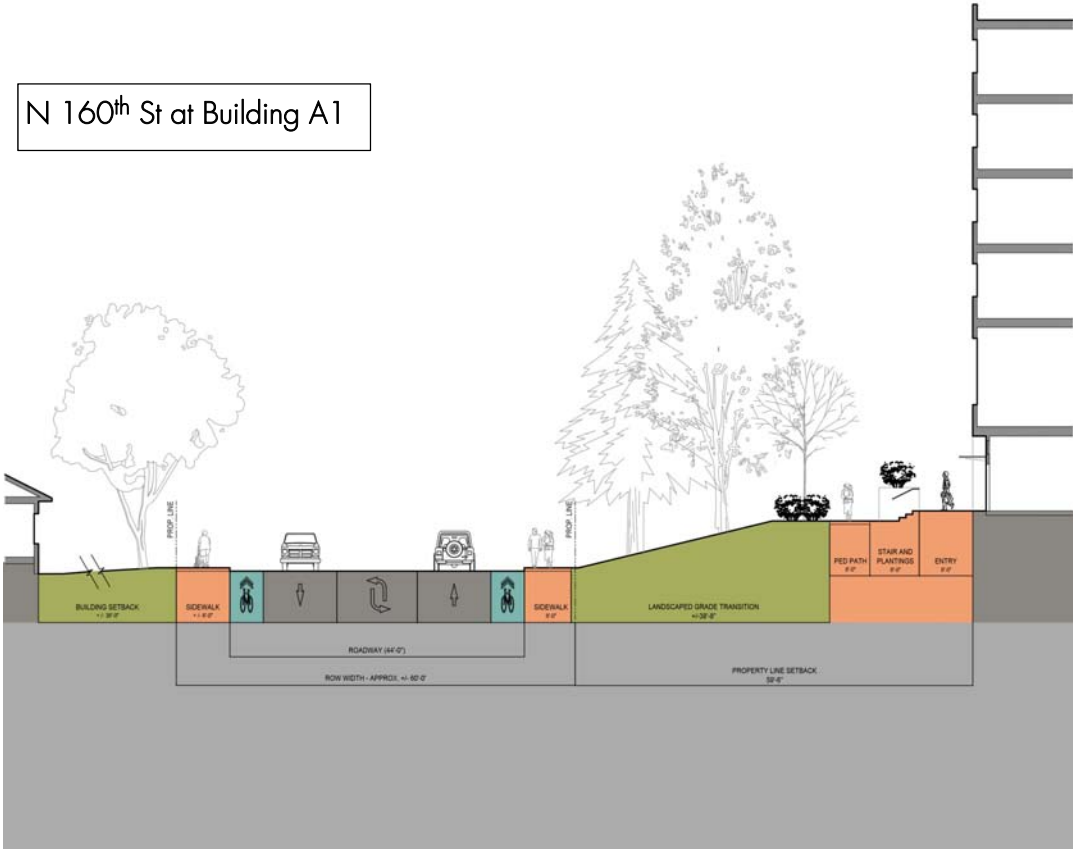
Future (2040) With-Project PM Peak Hour Mitigation

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	38	51	6	25	64	197	19	512	38	236	200	32
Future Volume (vph)	38	51	6	25	64	197	19	512	38	236	200	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0	4.0		4.0			4.0	
Lane Util. Factor		1.00			1.00	1.00		1.00			1.00	
Frpb, ped/bikes		1.00			1.00	0.99		1.00			1.00	
Flpb, ped/bikes		1.00			0.99	1.00		1.00			1.00	
Frt		0.99			1.00	0.85		0.99			0.99	
Flt Protected		0.98			0.99	1.00		1.00			0.98	
Satd. Flow (prot)		1777			1767	1526		1853			1777	
Flt Permitted		0.85			0.92	1.00		1.00			0.98	
Satd. Flow (perm)		1548			1641	1526		1853			1777	
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	42	57	7	28	71	219	21	569	42	262	222	36
RTOR Reduction (vph)	0	2	0	0	0	33	0	3	0	0	2	0
Lane Group Flow (vph)	0	104	0	0	99	186	0	629	0	0	518	0
Confl. Peds. (#/hr)	8		17	17		8	17		17	8		8
Confl. Bikes (#/hr)												3
Heavy Vehicles (%)	3%	3%	3%	5%	5%	5%	1%	1%	1%	3%	3%	3%
Turn Type	Perm	NA		Perm	NA	pm+ov	Split	NA		Split	NA	
Protected Phases		8			8	4 6	2	2		4 6	4 6	
Permitted Phases	8			8		8						
Actuated Green, G (s)		16.4			16.4	52.7		30.2			36.3	
Effective Green, g (s)		16.4			16.4	52.7		30.2			36.3	
Actuated g/C Ratio		0.17			0.17	0.56		0.32			0.38	
Clearance Time (s)		4.0			4.0			4.0				
Vehicle Extension (s)		3.0			3.0			3.0				
Lane Grp Cap (vph)		267			283	911		589			679	
v/s Ratio Prot						0.08		c0.34			c0.29	
v/s Ratio Perm		c0.07			0.06	0.04						
v/c Ratio		0.39			0.35	0.20		1.07			0.76	
Uniform Delay, d1		34.8			34.6	10.6		32.4			25.5	
Progression Factor		1.00			1.00	1.00		1.00			0.63	
Incremental Delay, d2		0.9			0.8	0.1		56.7			4.0	
Delay (s)		35.7			35.3	10.7		89.0			20.2	
Level of Service		D			D	B		F			C	
Approach Delay (s)		35.7			18.4			89.0			20.2	
Approach LOS		D			B			F			C	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			48.5				HCM 2000 Level of Service			D		
HCM 2000 Volume to Capacity ratio			0.84									
Actuated Cycle Length (s)			94.9				Sum of lost time (s)			16.0		
Intersection Capacity Utilization			79.3%				ICU Level of Service			D		
Analysis Period (min)			15									
c Critical Lane Group												

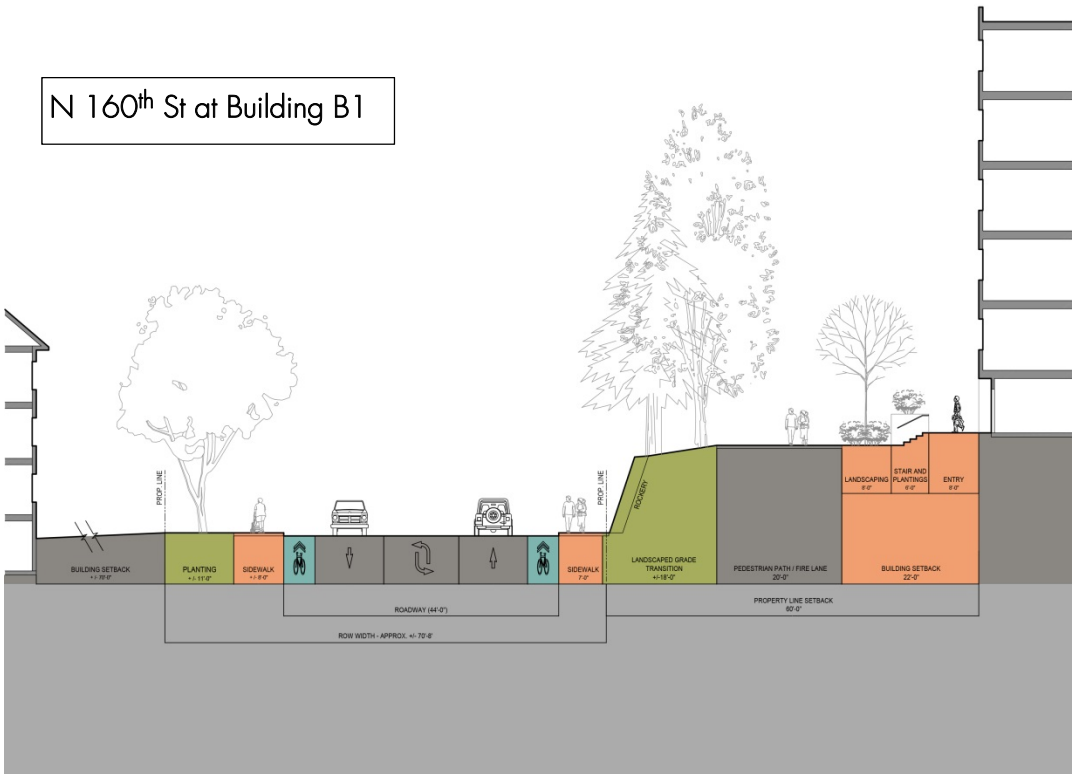
## ATTACHMENT H

### N 160<sup>th</sup> Street Roadway Cross Section

N 160<sup>th</sup> St at Building A1



N 160<sup>th</sup> St at Building B1



**RESOLUTION NO. 441**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, APPROVING THE SHORELINE PLACE DEVELOPMENT AGREEMENT, FILE NO. PLN18-0206, BETWEEN THE CITY AND MGP XII SB AURORA, LLC.**

WHEREAS, RCW 36.70B.170 -.210 and Shoreline Municipal Code (SMC) 20.30.355 authorize the City of Shoreline to entered into a development agreement with property owners to provide for development standards and other provisions applicable to governing and vesting the development, use, and mitigation of real property; and

WHEREAS, MGP XII SB AURORA, LLC (“MGP”) is the owner of approximately 17.3 acres of property within Shoreline Place (formerly, Aurora Square) and identified by King County Tax Parcel No. 182604-9014 (“Property”); and

WHEREAS, the Property is located within the Aurora Square Community Renewal Area and has been designated as a Planned Action by Ordinance No. 705 in 2015. The purpose of these designations is to stimulate the redevelopment of a 1960s-era obsolete shopping center; and

WHEREAS, MGP desires to enter into a development agreement for the orderly redevelopment of the Property with up to 1,358 multifamily residential units, approximately 75,610 square feet of commercial land use (including approximately 3,450 square feet of existing commercial land use), and approximately 3.14-3.47 acres of publicly-accessible open space; and

WHEREAS, a Planned Action Determination of Consistency was issued on March 8, 2019, and a Revised Planned Action Determination of Consistency was issues on April 17, 2019; and

WHEREAS, study sessions were held by the Shoreline Planning Commission on March 7, 2019, May 2, 2019, May 16, 2019, and June 6, 2019, at which City Staff and MGP gave presentations and members of the public were invited to and provided comment; and

WHEREAS, on July 11, 2019, the Shoreline Planning Commission held a properly noticed public hearing and, on July 18, 2019, the Planning Commission adopted written findings and conclusions and its recommendation of approval for the Shoreline Place Development Agreement; and

WHEREAS, the Shoreline City Council has considered the Shoreline Place Development Agreement, as recommended by the Planning Commission and based on the entire public record, including all testimony and exhibits submitted to the Planning Commission and the City Council; and



WHEREAS, the Shoreline Place Development Agreement authorized by this resolution is consistent with the Shoreline Comprehensive Plan and applicable development regulations and meets the applicable standards of approval under RCW 36.70B.170 et seq. and SMC 20.30.355; and

WHEREAS, the Shoreline Place Development Agreement authorized by this resolution provides numerous public benefits to the City, including but not limited to, stimulating redevelopment of Shoreline Place, publicly-accessible open space, a mixture of residential and commercial uses with multi-modal connectivity, and stormwater and transportation infrastructure improvements: and

WHEREAS, the Shoreline City Council desires to approve the Shoreline Development Agreement and authorize the City Manager's execution thereof.

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

**Section 1. Planning Commission Findings, Conclusions, and Recommendation.** The City Council adopts and incorporates the Findings, Conclusions, and Recommendation of the Shoreline Planning Commission attached hereto as Exhibit A as Findings of Fact.

**Section 2. Shoreline Place Development Agreement.** The Shoreline Place Development Agreement between the City of Shoreline and MGP XII SB AURORA, LLC, attached hereto as Exhibit B, is approved.

**Section 3. City Manager Authority to Execute.** The City Manager is hereby authorized and directed to execute the Shoreline Place Development Agreement on behalf of the City.

**Section 4. Severability.** If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

**Section 6. Effective Date.** This Resolution shall take effect and be in full force immediately upon passage by the City Council.

**ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 9, 2019.**

\_\_\_\_\_  
Mayor Will Hall

**ATTEST:**

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