

July 17, 2000

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CITY OF SHORELINE

SHORELINE CITY COUNCIL

SUMMARY MINUTES OF WORKSHOP MEETING

Monday, July 17, 2000
6:30 p.m.

Shoreline Conference Center
Mt. Rainier Room

PRESENT: Mayor Jepsen, Deputy Mayor Hansen, Councilmembers Grossman, Lee and Ransom

ABSENT: Councilmembers Gustafson and Montgomery

1. **CALL TO ORDER**

The meeting was called to order at 6:30 p.m. by Mayor Jepsen, who presided.

2. **FLAG SALUTE/ROLL CALL**

Mayor Jepsen led the flag salute. Upon roll call by the City Clerk, all Councilmembers were present with the exception of Councilmembers Gustafson and Montgomery.

Councilmember Lee moved to excuse Councilmembers Gustafson and Montgomery. Councilmember Ransom seconded the motion, which carried unanimously.

3. **CITY MANAGER'S REPORT AND FUTURE AGENDAS**

Assistant City Manager Larry Bauman discussed a memorandum to Council from Kristoff Bauer, Assistant to the City Manager, concerning the King County Wastewater Services Plan siting process.

Mayor Jepsen noted the five meetings of the Siting Advisory Committee (SAC) beginning July 20. He advocated a more detailed Council discussion of the siting process on or before August 21. He requested Councilmembers' feedback on the Draft Policy Siting Criteria.

Mr. Bauman said Mayor Jepsen and City Manager Robert Deis will meet with Snohomish County Executive Bob Drewel on July 28 to discuss City participation in the Snohomish County Municipal Urban Growth Area (MUGA) process regarding Point Wells.

Mr. Bauman mentioned that Mayor Jepsen, City staff and King County Director of Natural Resources Pam Bissonnette met last week to discuss Snohomish County use of the 1st Avenue NE transfer station during work on a Snohomish County facility. Mayor Jepsen reported that he and staff asserted Council opposition to the proposal in light of

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the Snohomish County MUGA process, Point Wells and King County's failure to assist the City on these issues. He said Ms. Bissonnette agreed to research these issues and report back to City staff.

Mayor Jepsen said County staff will provide a presentation regarding the master plan process for the Shoreline/1st Avenue NE transfer station to Council in September. He mentioned the potential availability of mitigation funds for cities, such as Shoreline, affected by transfer stations.

Mr. Bauman provided information on the Transportation Reform and Improvement Plan (TRIP 21) proposed by King County Executive Ron Sims.

In response to Councilmember Ransom, Mr. Bauman said bus services that King County Metro suspended in February on routes 302, 314 and 315 will not be restored even if voters approve the proposed 0.03 percent sales tax increase.

Mayor Jepsen recalled that Council conditioned its support of the sales tax increase on the restoration of transit services in Shoreline. He supported the recommendation that "King County invests an equivalent amount of service hours that have been lost in Shoreline to be redeployed in Shoreline."

Councilmember Lee asserted that the cuts in non-commuter bus services in February affect people who need the services most: senior citizens and people without vehicles.

Jack Whisner, King County Metro Transit Planner, explained that the \$750 million in capital projects funding in the TRIP 21 proposal is from one third (0.01 percent) of the 0.03 percent sales tax increase. He said the proposal designates approximately \$350 million to Link light rail and \$200 million each to the south and east King County areas. He described a proposal to restructure bus services by reconfiguring routes to restore transit coverage that King County Metro cut in February.

In response to Mr. Bauman, Mr. Whisner said the proposed restructuring will not occur if either the County Council decides not to place the TRIP 21 proposal on the ballot or the ballot measure fails. He noted the likelihood of further transit service cuts if the ballot measure fails. He explained the combination of revenues and savings needed to make up the revenues lost after passage of Initiative 695: revenues from two thirds of the proposed 0.03 percent sales tax increase; the reduction of 135,000 annual hours of service; administrative reductions; and increased fares.

Councilmember Grossman asserted the importance of providing bus services for people who cannot afford automotive transportation.

Finally, Mr. Bauman provided an update on construction of the new Richmond Beach Library. He said crews completed excavation for the building pad. He noted a delay: the concrete subcontractor will not start work at the site until tomorrow.

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4. COUNCIL REPORTS:

Councilmember Lee said she attended the July 13 meeting of the Regional Water Quality Committee. She mentioned that Council will receive copies of materials she received on the Endangered Species Act.

Councilmember Grossman expressed his appreciation for the perseverance of those pursuing mass transit in the Puget Sound region in light of the traffic congestion he recently experienced on Interstate 5 in Los Angeles, California. Also, he mentioned his efforts to increase his participation on the King County Economic Development Council.

Noting his participation on the King County Jail Advisory Committee, Councilmember Ransom said the County will increase jail costs seven percent while decreasing jail services. He suggested that the City consider participating with one of the suburban cities that provides jail services. Also, he mentioned his participation in the Association of Washington Cities Conference in Spokane.

Councilmember Lee reported that she and City staff met with members of the Shoreline Korean community August 11.

5. PUBLIC COMMENT

(a) Terry Green, 613 N 179th Street, represented the Shoreline Chamber of Commerce. She requested that the City renew discussions about joint funding of a part-time staff position to enhance the Chamber's tourist and information center.

(b) Bill Clemens, 19704 21st Avenue NW, thanked Council, and Mayor Jepsen in particular, for City involvement in the King County Wastewater Services Plan siting process. He expressed concern that the criteria of the siting process may be insufficient to meet the needs of Shoreline.

Mayor Jepsen suggested that Council discuss the request of the Shoreline Chamber of Commerce at its upcoming retreat. He expressed appreciation for Mr. Clemens' comments, and he encouraged citizens to attend the SAC meetings.

6. WORKSHOP ITEMS

(a) Code Enforcement Program

Tim Stewart, Planning and Development Services Director, provided a brief history of the City code enforcement program. Code Enforcement Officer Sherri Dugdale discussed the current code enforcement case load, the categories of cases and possible proactive projects (given case history, the current case load and the results of a community code enforcement survey). She went on to review specific case studies.

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Mayor Jepsen asked about potential proactive projects. Mr. Stewart said staff has identified junk cars/right-of-way and sub-standard housing (particularly abandoned housing) as areas of potential focus. He requested Council input. He said staff can then prepare a proposal for consideration during the Council retreat. Mayor Jepsen asserted the difficulty of choosing areas of focus. He noted that he is more aware of debris and garbage than cases of sub-standard housing but that debris and garbage are much less serious than sub-standard housing, which concerns issues of life and safety.

Councilmember Grossman agreed that the City should address life and safety issues first. He suggested involving the Council of Neighborhoods in a proactive code enforcement project.

Mayor Jepsen asserted the importance of "Strike 2 or 3" enforcement and acknowledged the cost in City resources. He said code enforcement may become easier as the City establishes its expectations for code compliance.

In response to Councilmember Ransom, Ms. Dugdale said Shoreline Police handle noise complaints concerning barking dogs and car alarms.

Councilmember Ransom said citizens have asked if City staff conducts routine, systematic checks throughout Shoreline to identify "trouble spots" (e.g., junk cars). He asked if staff maintains the anonymity of complainants. Ms. Dugdale explained that staff operates on a complaint basis. She said staff accepts and responds to anonymous complaints.

Councilmember Lee asserted that health and safety issues should be the City's first priority in code enforcement. She commented that a backlog of open cases is inevitable given Customer Response Team (CRT) services.

Councilmember Grossman encouraged citizens to discuss problems with their neighbors.

(b) Budget and Capital Improvement Program (CIP) Plan Policies

Finance Director Debbie Tarry explained that staff is reviewing the Financial Management Policies that Council adopted in 1995. She said staff will present revisions and enhancement for Council consideration and adoption over the next year. She went on to discuss the Budget and Capital Improvement Program (CIP) Plan policies and recommended changes by staff.

In response to Councilmember Lee, Ms. Tarry confirmed that most of the changes to the Budget and CIP Plan policies represent the formalization into one document of policies the City already follows.

In response to Councilmember Lee, Ms. Tarry said laws allow the City to include funding for ongoing maintenance and operation in the budgets for particular CIP projects. She noted that staff is proposing a policy to require that CIP projects include funding plans

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for maintenance and operating costs. She acknowledged that City CIP projects have not previously included such funding plans.

In response to Councilmember Ransom, Ms. Tarry said staff will identify anticipated maintenance and operation costs of CIP projects within the six-year CIP. She confirmed that the City will still use General Fund revenues to cover maintenance costs. Mr. Bauman said the City will not build anything for which it cannot identify funding to cover ongoing maintenance and operation.

Councilmember Ransom noted that the cost to maintain ball fields is approximately \$7,000 per acre. He said City plans to develop additional ball fields must address the ongoing costs to maintain them.

Mayor Jepsen commented that capital projects already include contingency amounts. He asked if the capital contingency accounts that staff proposes to budget within the capital improvement funds duplicate these amounts. Ms. Tarry said the 2000 City budget included separate capital contingency accounts. She explained the intent to set aside sufficient funds to allow the City to address unexpected changes and proceed on a normal course of business. Continuing, she said the City has maintained an unreserved fund balance of ten percent in each operating fund. She explained that staff proposes to decrease these to five percent given the limited purpose of the funds and the stability of the revenue sources.

Mayor Jepsen supported the policies proposed for the operating funds, but he asserted that the contingency accounts proposed for the three capital improvement funds seem excessive.

Councilmember Ransom said the Streets and Surface Water Management Operating Funds have always contained a lot of money for projects when and if the City wanted it.

Mayor Jepsen explained his understanding that the City budgeted projects annually that fit the annual budget (i.e., expenses did not exceed revenues). He did not remember a policy of City expenses being ten percent less than revenues. Councilmember Lee and Deputy Mayor Hansen concurred.

With regard to capital funds, Deputy Mayor Hansen asserted that the City will always have more demand for projects than it can fund. He said the City will continue contingency budgeting based on the funds available and project priorities.

In response to Councilmember Ransom, Ms. Tarry confirmed that under the proposed policies a Surface Water Management Operating Fund of \$2 million would include \$100,000 not obligated for expenditures.

Councilmember Ransom noted that the City receives approximately \$500,000 annually in surface water management revenues and that the surface water capital improvement fund once contained \$3 million. He asked if the proposed policies require the City to maintain

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ten percent of the \$500,000 or of the \$3 million. Ms. Tarry explained that the proposed policies require the City to maintain ten percent of the amount budgeted in the current year. For example, she said the contingency account in the surface water management capital improvement fund would total \$50,000 in a year in which the City budgeted to spend \$500,000. She reiterated that the contingency is intended to address any unanticipated impacts of the capital project.

Noting that capital improvement projects each include ten percent contingencies, Councilmember Lee expressed concern about adding a ten percent contingency account within each capital improvement fund.

Mayor Jepsen questioned whether the proposed policies to add a ten percent contingency account within each capital improvement fund and a five percent unreserved fund balance in each operating fund were too financially conservative. He suggested that staff provide additional information regarding these proposed policies.

Councilmember Ransom suggested that Council consider creating a building fund within the City budget. Mayor Jepsen said the City has included a City Hall project within the budget. Ms. Tarry noted the inclusion of this project in the General Capital Fund.

Councilmember Grossman expressed concern that overly conservative financial policies could limit the short-term operating ability of the City.

Deputy Mayor Hansen pointed out that the City generally allocates unexpended funds at the end of each year to capital funds. He said conservative financial policies do not necessarily mean the City is trying to save up money. He commented that the City is trying to operate as efficiently as it reasonably can.

Councilmember Grossman said the City should be cautious not to set aside reserve funds to do something that it could accomplish more efficiently through the debt market without sacrificing services to citizens.

Mayor Jepsen said Council will address the budget process during its upcoming retreat and during the fall.

7. CONTINUED PUBLIC COMMENT: None

8. ADJOURNMENT

At 8:16 p.m., Mayor Jepsen declared the meeting adjourned.

Sharon Mattioli, CMC
City Clerk

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CITY OF SHORELINE

SHORELINE CITY COUNCIL

SUMMARY MINUTES OF JOINT DINNER MEETING

Monday, July 24, 2000
6:00 p.m.

Shoreline Conference Center
Highlander Room

Shoreline City Council

PRESENT: Deputy Mayor Hansen and Councilmembers Grossman, Lee, Montgomery and Ransom

ABSENT: Mayor Jepsen and Councilmember Gustafson

STAFF: Larry Bauman, Assistant City Manager; Kristoff Bauer, Assistant to the City Manager; Tim Stewart, Planning and Development Services Director; Kirk McKinley, Planning Manager; Rachael Markle, Senior Planner

Shoreline Planning Commission

PRESENT: Chair Gabbert and Commissioners Doering, Donnebrink, Harris, McClelland, Maloney, Marx and Monroe

ABSENT: Vice Chair McAuliffe

The meeting convened at 6:12 p.m. All Councilmembers were present with the exceptions of Councilmember Lee, who arrived shortly thereafter, Mayor Jepsen and Councilmember Gustafson. All Planning Commissioners were present with the exception of Vice Chair McAuliffe.

Chair Gabbert discussed the meeting as an opportunity for Councilmembers and Planning Commissioners to get to know each other. He introduced the topic of "Defining Roles." He invited Council to attend the next meeting of the Planning Commission. Deputy Mayor Hansen expressed his willingness to attend.

Councilmember Lee arrived at 6:13 p.m.

Commissioner Doering asked "who is steering the ship?" She expressed her desire to promote dialogue and to insure that a caring group of people is in charge.

Councilmember Montgomery discussed her perspective of community consensus. She noted the responsibility of Council to ask questions and understand issues. She asserted that Council must also trust qualified staff. She said she attends to the recommendations of the Planning Commission because of the time the Commission spends researching issues.

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Deputy Mayor Hansen explained that Council sets policy, and that the City Manager handles day-to-day City operations accordingly. He said Council respects that the Planning Commission considers issues in detail, but Council has ultimate responsibility for setting policy.

Councilmember Ransom discussed the planning responsibility of Council. He said Councilmembers read the recommendations of the Planning Commission. He asserted the importance of each Commissioner expressing his or her positions, concerns and views.

Councilmember Lee expressed her appreciation for the Commissioners' questions. She asserted the value of the management of the City by professional staff. She noted the diverse ways that Council stays informed about and responsible for City operations. She said the Planning Commission should be independent. She stressed the benefit to the decision-making process of the expression of diverse views.

Councilmember Grossman recognized the responsibility of citizens in "running the City." He said the outcome of properly-performed processes (e.g., the Comprehensive Plan) should be respected. He noted that he would have liked to have seen more density to improve economic development.

Commissioner McClelland said she lives and works in Shoreline. She acknowledged the difficulty of developing the sense of a downtown in Shoreline. She expressed her enthusiasm for working on developing that opportunity and a culture of "trading with each other." She asserted the need to focus on more than transportation assets. Chair Gabbert agreed.

Commissioner Maloney asked if the City benefits from new residential construction. He advocated that the City perform the economic analysis to address the issue of impact fees.

Deputy Mayor Hansen discussed marginal costs and infrastructure costs.

Councilmember Grossman said existing studies are very community specific. While he acknowledged the value of economic analysis, he advocated that the City consider quality of life. He asserted that this may be more important than economic analysis. He said general complaints about change are insufficient. He noted the need for better definition and more details of such concerns.

After reviewing past descriptions of Council's vision for City development, Chair Gabbert asked if it had changed. Also, he asked if Shoreline is a suburban or urban community.

Councilmember Ransom asserted that business development is necessary to support desired improvements. He said this drives toward an urban level of development.

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Deputy Mayor Hansen reviewed the sources of revenue supporting City expenditures.

Commissioner McClelland asserted that Shoreline will always be a suburb of Seattle. She said this does not mean that Shoreline cannot develop its own sense of place. She noted the difficulty of making Shoreline a "job importer." She recognized the potential for office development, and she asserted the value of industrial development.

Councilmember Grossman said the cost per square foot of land in Shoreline makes industrial development unrealistic, while office development remains realistic.

Chair Gabbert asked Council to identify major issues.

Councilmember Montgomery acknowledged the issues already discussed. She went on to question how Shoreline will look in 20 years. She said significant demographic shifts will occur as birth rates decline.

Councilmember Lee asserted the importance of leading, as well as listening. She said to her quality of life means a place for families and trees. She also supported a thriving town center.

Commissioner Monroe commented on the value of the North City sub-area planning process. He asked if the City could conduct a similar process for Aurora Avenue.

Commissioner McClelland asserted the importance of visiting areas that have achieved the desired kind of development.

Chair Gabbert suggested that Council and the Commission take a short planning course together. Also, he asked if the Commission should be reporting to Council on a regular basis.

Deputy Mayor Hansen said setting a specific frequency of Commission reports to Council is not necessary. He invited the Planning Commission to report to Council whenever an issue arises.

Noting the value of communication, Councilmember Lee asked staff to provide the Planning Commission with Councilmembers' phone numbers.

Commissioner McClelland suggested that Commissioners communicate with Council through the Commission Chair. There was general discussion in response supporting free communication between Councilmembers and Commissioners except in specific circumstances.

Tim Stewart, Planning and Development Services Director, added that Commissioners cannot relate new information to Councilmembers regarding quasi-judicial matters but that they can present the recommendation and results of the Commission's hearing process.

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Councilmembers and Commissioners discussed opportunities to meet again. The groups identified joint training as a valuable opportunity.

Commissioner Monroe mentioned the Planning Commission's interest in providing more input on the Aurora Corridor Pre-Design Study. Councilmember Montgomery commented that Council has already adopted a preferred alternative.

The meeting adjourned at 7:25 p.m.

Kristoff Bauer, Assistant to the City Manager

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CITY OF SHORELINE

SHORELINE CITY COUNCIL

SUMMARY MINUTES OF REGULAR MEETING

Monday, July 24, 2000
7:30 p.m.

Shoreline Conference Center
Mt. Rainier Room

PRESENT: Deputy Mayor Hansen, Councilmembers Grossman, Lee, Montgomery and Ransom

ABSENT: Mayor Jepsen and Councilmember Gustafson

1. **CALL TO ORDER**

The meeting was called to order at 7:35 p.m. by Deputy Mayor Hansen, who presided.

2. **FLAG SALUTE/ROLL CALL**

Deputy Mayor Hansen led the flag salute. Upon roll call by the City Clerk, all Councilmembers were present with the exceptions of Mayor Jepsen and Councilmember Gustafson.

Councilmember Ransom moved to excuse Mayor Jepsen and Councilmember Gustafson. Councilmember Lee seconded the motion, which carried 5-0.

3. **REPORT OF CITY MANAGER**

Assistant City Manager Larry Bauman requested direction regarding the January 2001 Council calendar. The first Monday—January 1—is a holiday, and Shoreline Conference Center staff is off January 2. Mr. Bauman said the City could pay \$150 for custodial services to hold a Council meeting January 2, or Council could hold a meeting on each of the four remaining Mondays in January.

Deputy Mayor Hansen confirmed Council consensus in favor of beginning the 2001 Council meeting year on January 8 and meeting on January 29—the fifth Monday—if necessary.

Mr. Bauman went on to discuss "Super Clean Sweep Day 2000," scheduled September 16. He also noted the community building event September 23 to collect litter and debris at Hamlin Park.

Finally, Mr. Bauman noted an off-docket item for Council consideration regarding an attorney services contract.

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4. REPORTS OF BOARDS AND COMMISSIONS

Deputy Mayor Hansen mentioned "Night Out Against Crime" August 1.

Councilmember Montgomery said the July 20 Regional Transit Committee meeting concerned the Transportation Reform and Improvement Plan (TRIP 21) proposed by King County Executive Ron Sims. Under TRIP 21, one third of the revenues from a 0.03 percent sales tax increase would go to capital projects. Councilmember Montgomery said County Councilmember Fimia discussed a resolution to dedicate this third of the revenues to local jurisdictions for transit uses. Councilmember Montgomery explained that this resolution would affect funding for the extension of Link light rail to Northgate, which she supports.

Next, Councilmember Montgomery discussed the last meeting of the Seashore Forum. She said she questioned the potential impact of Initiative 745 on TRIP 21 revenues. King County staff explained that County attorneys are addressing the question, that they do not think I-745 would apply to TRIP 21 and that, if it did, the County would probably repeal TRIP 21.

In response to Councilmember Ransom, Deputy Mayor Hansen said the Suburban Cities Association has not taken a position regarding the dedication of potential TRIP 21 revenues.

Deputy Mayor Hansen said he attended the July 20 meeting of the King County North Treatment Facilities Siting Advisory Committee.

5. PUBLIC COMMENT

(a) Ken Howe, 745 N 184th Street, commented that Shoreline is being identified as a location for gambling. He submitted a copy of an initiative to the Edmonds City Council prohibiting card rooms in the City of Edmonds. He expressed concern that Shoreline not be isolated as "the gambling capital of Puget Sound."

(b) Kathy Halliburton, 18315 Wallingford Avenue N, asked Council to consider the schedule of the Shoreline School Board and the need for regular versus workshop meetings as it plans its January 2001 meeting calendar.

6. APPROVAL OF THE AGENDA

Councilmember Ransom moved to approve the agenda, adding the off-docket item regarding an attorney services contract as item 8(b). Councilmember Lee seconded the motion, which carried 5-0.

7. CONSENT CALENDAR

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Councilmember Ransom moved approval of the consent calendar. Councilmember Montgomery seconded the motion, which carried 5-0, and the following items were approved:

Minutes of Joint Dinner Meeting of May 22, 2000

Minutes of Joint Dinner Meeting of June 26, 2000

Minutes of Dinner Meeting of July 10, 2000

Minutes of Regular Meeting of July 10, 2000

Approval of payroll and expenses as of July 6, 2000 in the amount of \$1,138,549.76

Ordinance No. 245 extending Solid Waste Collection Franchises

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

- (a) Ordinance No. 244 establishing new regulations for siting telecommunication utilities within the public rights-of-way; and amending Shoreline Municipal Code Chapter 12.25 and Ordinance No. 238, Exhibit "A" Chapter II and Sections III 3, IV 3 B (W) 5, 6 and VII 5 B, D

Kristoff Bauer, Assistant to the City Manager, reviewed the staff report.

Councilmember Montgomery moved to adopt Ordinance No. 244 establishing new regulations for siting telecommunication utilities within the public rights-of-way. Councilmember Lee seconded the motion.

Councilmember Ransom noted that telecommunications providers pay rent for private property on which they locate equipment. He asked if providers will pay comparable fees to the City for use of public right-of-way. Mr. Bauer explained that the City may charge fees for new telecommunications facilities installed on a structure the City owns or extending above 60 feet. He said such fees must be "analogous to fees charged by comparable governmental entities." He noted the difficulty of defining what comparable governmental entities are charging given that few arrangements exist. He mentioned that the Washington State Department of Transportation and the Washington State Department of Natural Resources both charge rental fees for location of facilities within their rights-of-way. He indicated that it would be reasonable for the City to consider comparable private rates.

In response to Councilmember Ransom, Mr. Bauer said the City currently owns only the traffic signal poles within Shoreline. He said the City may eventually own or lease the streetlight poles within Shoreline—he noted that the City's franchise with Seattle City Light includes the opportunity for a City street lighting utility.

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In response to Councilmember Lee, Mr. Bauer said State law limits City charges for obtaining a franchise agreement to recovery of permit processing costs. He explained that the City needs to increase the amount of the deposit to accommodate the cost of publishing franchises, as well as other City costs.

In response to Councilmember Lee, Mr. Bauer agreed to research whether the City needs to continue to publish franchises in both newspapers. He asserted that City costs for processing franchises are reasonable. He said Ordinance No. 244 provides a quicker, less expensive process through the Right-of Way Site Permit.

A vote was taken on the motion to adopt Ordinance No. 244 establishing new regulations for siting telecommunication utilities within the public rights-of-way and amending Shoreline Municipal Code Chapter 12.25 and Ordinance No. 238, Exhibit "A" Chapter II and Sections III 3, IV 3 B (W) 5, 6 and VII 5 B, D. The motion carried 5-0.

- (b) Motion to authorize the City Manager to execute an amendment of the professional services contract with Preston Gates and Ellis to authorize attorney's fees not to exceed \$35,000 plus necessary expenses for defense of Parker's Casino v. City of Shoreline

City Attorney Ian Sievers reviewed the staff report.

Councilmember Lee moved to authorize the City Manager to execute an amendment of the professional services contract with Preston Gates and Ellis to authorize attorney's fees not to exceed \$35,000 plus necessary expenses for defense of Parker's Casino v. City of Shoreline. Councilmember Montgomery seconded the motion.

Councilmember Grossman said he is uncomfortable spending an additional \$10,000 on this case. He commented that he would rather spend the money on "something constructive" in the City of Shoreline.

In response to Councilmember Ransom, Mr. Sievers provided a brief summary of the main events in the case. He said the additional funds will cover the cost to consolidate the briefings on the vesting question, to file them with the court of appeals and to provide some oral argument.

Deputy Mayor Hansen said he concurs with Councilmember Grossman's comments. However, he noted that these are funds for defense, as opposed to prosecution. He asserted that the City is obligated to defend its positions.

Councilmember Ransom commented that the City needs to complete what it has started. He advocated that Council consider any further appeals in executive session.

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A vote was taken on the motion to authorize the City Manager to execute an amendment of the professional services contract with Preston Gates and Ellis to authorize attorney's fees not to exceed \$35,000 plus necessary expenses for defense of Parker's Casino v. City of Shoreline. The motion carried 4-1, with Council-member Grossman dissenting.

9. CONTINUED PUBLIC COMMENT: None

10. ADJOURNMENT

At 8:25 p.m., Deputy Mayor Hansen declared the meeting adjourned.

Sharon Mattioli, CMC
City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of August 18, 2000
DEPARTMENT:	Finance
PRESENTED BY:	Al Juarez, Financial Operations Supervisor 

EXECUTIVE / COUNCIL SUMMARY

It is necessary for the Council to approve expenses formally at the meeting. The following claims expenses have been reviewed by C. Robert Morseburg, Auditor on contract to review all payment vouchers.

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$2,114,622.54 specified in the following detail:

Payroll and benefits for June 11 through June 24 in the amount of \$271,306.96 paid with ADP checks 4383-4440, vouchers 260001 through 260099 benefit checks 5016 through 5025 and

Payroll and benefits for June 25 through July 8 in the amount of \$252,853.63 paid with ADP checks 2889, 4441-4521, vouchers 280001 through 280114 benefit checks 5129 through 5137 and

Payroll and benefits for July 9 through July 22 in the amount of \$296,840.84 paid with ADP checks 4522-4599, vouchers 300001 through 300115 benefit checks 5324 through 5335 and

Payroll and benefits for July 23 through August 5 in the amount of \$256,139.74 paid with ADP checks 4600-4674, vouchers 320001 through 320121 benefit checks 5517 through 5525 and

the following claims examined by C. Robert Morseburg paid on July 13, 2000:

Expenses in the amount of \$21,411.85 paid on Expense Register dated 7/10/00 with the following claim checks: 5042-5055 and

Expenses in the amount of \$58,907.63 paid on Expense Register dated 7/11/00 with the following claim checks: 5056-5081 and

Expenses in the amount of \$36,399.95 paid on Expense Register dated 7/12/00 with the following claim checks: 5082-5094 and

Expenses in the amount of \$12,006.60 paid on Expense Register dated 7/12/00 with the following claim checks: 5095-5110 and

Expenses in the amount of \$9,387.67 paid on Expense Register dated 7/13/00 with the following claim checks: 5111-5128 and

the following claims examined by C. Robert Morseburg paid on July 21, 2000:

Expenses in the amount of \$74,613.54 paid on Expense Register dated 7/18/00 with the following claim checks: 5138-5165 and

Expenses in the amount of \$15,473.19 paid on Expense Register dated 7/19/00 with the following claim checks: 5166-5182 and

Expenses in the amount of \$28,323.50 paid on Expense Register dated 7/19/00 with the following claim checks: 5183-5195 and

Expenses in the amount of \$557.50 paid on Expense Register dated 7/19/00 with the following claim checks: 5196-5201 and

the following claims examined by C. Robert Morseburg paid on July 28, 2000:

Expenses in the amount of \$150.00 paid on Expense Register dated 7/24/00 with the following claim check: 5202 and

Expenses in the amount of \$54,579.61 paid on Expense Register dated 7/24/00 with the following claim checks: 5203-5219 and

Expenses in the amount of \$42,304.32 paid on Expense Register dated 7/25/00 with the following claim checks: 5220-5233 and

Expenses in the amount of \$33,288.10 paid on Expense Register dated 7/25/00 with the following claim checks: 5234-5237 and

Expenses in the amount of \$1,772.54 paid on Expense Register dated 7/26/00 with the following claim check: 5238 and

Expenses in the amount of \$11,096.60 paid on Expense Register dated 7/26/00 with the following claim checks: 5239-5262 and

Expenses in the amount of \$16,928.86 paid on Expense Register dated 7/26/00 with the following claim checks: 5263-5277 and

Expenses in the amount of \$40,885.52 paid on Expense Register dated 7/27/00 with the following claim checks: 5278-5289 and

the following claims examined by C. Robert Morseburg paid on August 4, 2000:

Expenses in the amount of \$5.30 paid on Expense Register dated 7/27/00 with the following claim check: 5319 and

Expenses in the amount of \$285.00 paid on Expense Register dated 8/1/00 with the following claim check: 5323 and

Expenses in the amount of \$7,921.45 paid on Expense Register dated 8/1/00 with the following claim check: 5336 and

Expenses in the amount of \$26,845.53 paid on Expense Register dated 8/2/00 with the following claim checks: 5337-5361 and

Expenses in the amount of \$12,260.36 paid on Expense Register dated 8/2/00 with the following claim checks: 5362-5375 and

Expenses in the amount of \$46,204.91 paid on Expense Register dated 8/3/00 with the following claim checks: 5376-5398 and

Expenses in the amount of \$118,215.74 paid on Expense Register dated 8/3/00 with the following claim checks: 5399-5424 and

the following claims examined by C. Robert Morseburg paid on August 10, 2000:

Expenses in the amount of \$48,271.14 paid on Expense Register dated 8/8/00 with the following claim checks: 5425-5444 and

Expenses in the amount of \$164,122.49 paid on Expense Register dated 8/9/00 with the following claim checks: 5445-5462 and

Expenses in the amount of \$11,982.93 paid on Expense Register dated 8/9/00 with the following claim checks: 5463-5479 and

Expenses in the amount of \$4,795.65 paid on Expense Register dated 8/10/00 with the following claim checks: 5480-5495 and

Expenses in the amount of \$847.50 paid on Expense Register dated 8/10/00 with the following claim checks: 5496-5500 and

Expenses in the amount of \$275.40 paid on Expense Register dated 8/10/00 with the following claim checks: 5501-5516 and

the following claims examined by C. Robert Morseburg paid on August 18, 2000:

Expenses in the amount of 36,219.26 paid on Expense Register dated 8/15/00 with the following claim checks: 5526-5551 and

Expenses in the amount of \$53,109.30 paid on Expense Register dated 8/16/00 with the following claim checks: 5552-5566 and

Expenses in the amount of \$559.39 paid on Expense Register dated 8/16/00 with the following claim check: 5567 and

Expenses in the amount of \$47,473.04 paid on Expense Register dated 8/17/00 with the following claim checks: 5568-5588

Approved By: City Manager _____ City Attorney _____

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Ordinance No. 248 Amending Ordinance No. 45 To Extend The Franchise Of Puget Sound Energy (OKA Washington Natural Gas) To Provide Natural Gas Distribution Services Within The City.
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Kristoff T. Bauer, Assistant to the City Manager

EXECUTIVE / COUNCIL SUMMARY

Upon incorporation, the City was required by state law to grant utilities that held a valid King County franchise a City franchise for the remaining term of the King County franchise or five years, whichever was less. Washington Natural Gas was granted a 25 year franchise to operate in the Shoreline area by King County on December 19, 1994. On August 14, 1995, your Council adopted Ordinance No. 45 granting Washington Natural Gas a franchise for five years from the date of incorporation through August 31, 2000. Puget Sound Energy (PSE) has since purchased Washington Natural Gas. A replacement franchise is not currently ready for adoption. We have proposed an ordinance extending the prior franchise for six months to provide additional time for the development of a new franchise agreement. (Attachment A)

In accordance with the workplan previously discussed with your Council, staff contacted PSE in late 1999 to begin developing a new franchise agreement. Draft agreements were exchanged and staff last met with PSE representatives on March 29, 2000. At that meeting, PSE staff raised a few questions that required additional research, but did not raise any substantive issues. Unfortunately, the PSE representative was re-assigned, and no one from PSE followed up to ensure that the City received a response. City staff followed up in May and was informed of the change in personnel and that the new representative should be contacting the City. This did not occur apparently due in part to the belief of PSE personnel that the King County franchise was in place for several more years.

After several follow-up communication attempts, staff was finally successful in meeting with the new PSE representative on July 18, 2000. The confusion over the prior King County franchise was resolved and the new representative communicated his commitment to working with the City to quickly develop a new franchise agreement. Staff is recommending a six-month extension of the existing franchise to give the parties time to finalize an agreement and bring it before your Council for consideration.

It should be noted that PSE is not a "Service Provider" under ESSB 6676 (the Right-of-Way Bill passed by the state legislature last spring and previously discussed with your

Council), so the 120-day limit to process a franchise established in that legislation does not apply to PSE.

RECOMMENDATION

Adopt Ordinance No. 248 Amending Ordinance No. 45 To Extend The Franchise Of Puget Sound Energy (OKA Washington Natural Gas) To Provide Natural Gas Distribution Services Within The City

Approved By: City Manager LB

City Attorney 

ATTACHMENTS

Attachment A – Ordinance No. 248 Amending Ordinance No. 45 To Extend The Franchise Of Puget Sound Energy (OKA Washington Natural Gas) To Provide Natural Gas Distribution Services Within The City

ORDINANCE NO. 248

**AN ORDINANCE OF THE CITY OF SHORELINE,
WASHINGTON, EXTENDING THE FRANCHISE PROVIDED TO
PUGET SOUND ENERGY (OKA WASHINGTON NATURAL GAS)
FOR THE PROVISION OF NATURAL GAS SERVICES.**

WHEREAS, the City of Shoreline ("City") granted Washington Natural Gas a franchise to distribute and sale natural gas within the City through the adoption of Ordinance No. 45, effective August 22, 1995;

WHEREAS, the franchise granted by Paragraph 15 or Ordinance No. 45 to Washington Natural Gas will expire on August 31, 2000;

WHEREAS, that franchise was transferred to Puget Sound Energy (PSE) in accordance with the terms and conditions thereof;

WHEREAS, the City and PSE are working in good faith to develop a new franchise to authorize PSE's continued provision of natural gas services within the City;

WHEREAS, PSE is currently in compliance with existing franchise requirements and City regulations; and

WHEREAS, the public interest will not be served by a lapse in PSE's authority to operate within the City at this time.

NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DOES
ORDAIN AS FOLLOWS:

Section 1. Franchise Extension. The natural gas distribution franchise granted pursuant to City Ordinance No. 45, Section 15, is hereby extended through February 28, 2001.

Section 2. Effective Date. This ordinance shall be published in full and shall take effect 5 days after said publication.

PASSED BY THE CITY COUNCIL ON _____, 2000

Mayor Scott Jepsen

ATTEST:

Sharon Mattioli, CMC
City Clerk

APPROVED AS TO FORM:

Ian Sievers, City Attorney

Date of Publication: __/__/00

Effective Date: __/__/00

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Parkwood Neighborhood Association Mini-Grant for \$1,915
DEPARTMENT: Community/Government Relations
PRESENTED BY: Ellen Broeske, Neighborhoods Coordinator
Joyce Nichols, C/GR Manager

EXECUTIVE / COUNCIL SUMMARY

The Parkwood Neighborhood Association is requesting \$1,915 in 2000 Mini-Grant funds to purchase two picnic tables and a trash receptacle for Twin Ponds Park. Neighborhood volunteers, under supervision from the Shoreline Parks, Recreation and Cultural Services staff, will do site preparation, assembly and installation of the picnic tables and receptacle. This project represents a continuation of work that Parkwood Neighborhood Association has been doing to beautify and improve Twin Ponds Park for a number of years.

The project has support of the Shoreline Department of Parks, Recreation and Cultural Services. The table and receptacle were selected with staff assistance and include standard park single pedestal tables with seating for eight and a pressure-treated yellow pine garbage receptacle with a 32-gallon capacity (Attachment A).

Parkwood Neighborhood Association has successfully completed three previous Mini-Grant Projects: in 1999 two projects at a total cost of \$3,700 added three benches, five garbage receptacles, trees, shrubs and ground cover at Twin Ponds Park, and removed twenty cubic yards of waste material, asphalt and concrete chunks. In 1998 Parkwood Neighborhood Association added neighborhood identification signs at eight locations in the neighborhood.

The Parkwood Neighborhood Association Mini-Grant proposal qualifies for funding by providing tangible improvement to Twin Ponds Park and to the neighborhood.

Project Budget

Picnic Tables - 2 @ \$645	\$1,290
Trash receptacle - 1 @ \$375	375
Contingency @ 15%	250
TOTAL	\$1,915

(Includes all taxes & installation materials)

Project Match

Volunteer labor:	
195hrs x \$10/hr.	\$1,950
TOTAL MATCH	\$1,950

Background:

Resolution No. 54 established the Neighborhoods Mini-Grant Program, with the process and administration of funds to be handled by the Office of Neighborhoods. The allocation of total funds available is determined from year to year by appropriation of the City Council. All such grants to individual neighborhood associations are governed by rules approved by the City Council on November 23, 1998. Grants must be approved by your Council prior to their implementation.

Mini-Grants provide equal grants of up to \$5,000 to each of the active, organized, qualifying neighborhood associations in the City of Shoreline. Neighborhood associations are required to match Mini-Grant funds. A match may be generated from co-sponsoring groups, businesses, organizations, schools, or media, in the form of cash, in-kind donations and/or "sweat equity."

Mini-Grant project categories include the following:

- Projects that create or enhance a tangible improvement in the neighborhood;
- Projects that disseminate information and increase awareness of the goals and mission of the neighborhood association to the neighborhood community;
- Projects that directly benefit a public agency or organization and its immediate neighborhood, and that require the active involvement of both the public agency and members of the neighborhood in planning and carrying out the program.

RECOMMENDATION

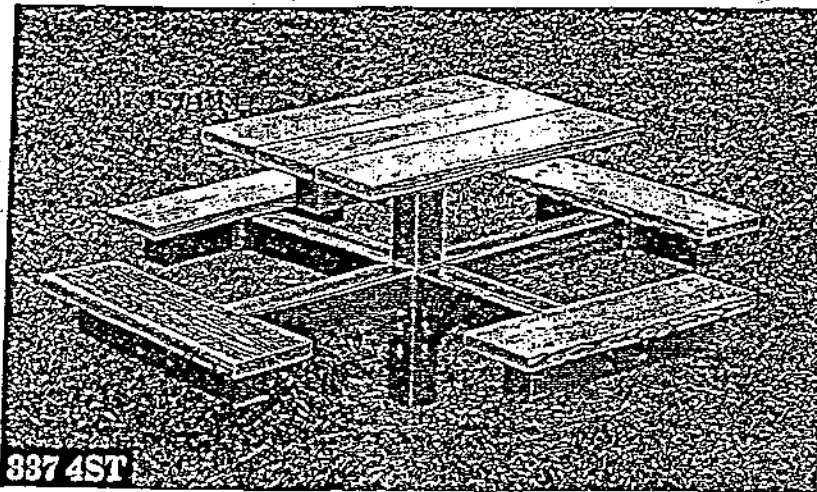
Staff recommends authorization of \$1,915 in 2000 Mini-Grant funds for the Parkwood Neighborhood Association to purchase picnic tables and a trash receptacle for Twin Ponds Park.

Approved By: City Manager LB

City Attorney [Signature]

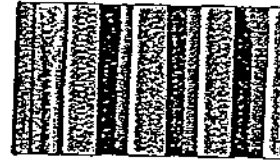
ATTACHMENT

Attachment A: Photo of Picnic Tables and Trash Receptacle to be installed



337-4 ST Square Tubing Single Pedestal Picnic Table

This single pedestal table has a main support of 4" square tubing with seat and supports made of 4" square tubing. The overall size is 30" high and 76" square with a seat height of 18". This durable table is available with several planking options.



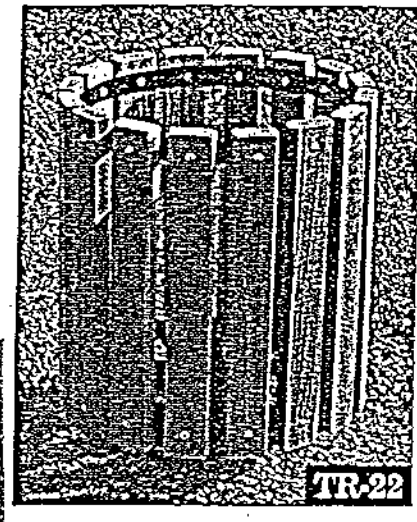
Frame Options

- Galvanized
- Powder Coated:
Green • Brown • Black

TR-22

Trash Can Receptacle

The TR-22 provides an attractive addition to your landscape. The TR-22 comes standard in CCA pressure-treated No. 1 Southern Yellow Pine. Fabricated from $\frac{3}{4}$ " x 1 $\frac{1}{2}$ " support rings, the base is supported by a galvanized 2 $\frac{1}{2}$ " O.D. post. Planking options are available. (See Option 1.)



YOUR LOCAL **ULTRA PLAY** REPRESENTATIVE:

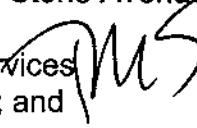
Northwest Recreation
P.O. Box 608
Tualatin, Oregon 97062
(503) 624-4800
1-800-448-4858

ULTRA PLAY SYSTEMS, INC., 425 SYCAMORE STREET, ANDERSON, IN 46016

On the web at WWW.ULTRAPLAY.COM

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance No. 246 Approving a Reclassification and Short Plat of Property at 18042 Stone Avenue North, File No. 2000-000787
DEPARTMENT:	Planning and Development Services
PRESENTED BY:	Tim Stewart, Planning Director; and Jeff Thomas, Planner



EXECUTIVE / COUNCIL SUMMARY

The decision before your Council is approval of a reclassification of property to residential twelve (12) units per acre and preliminary approval of a two lot short plat at 18042 Stone Avenue North. The submitted site plan illustrating the two lot short plat is included in Attachment IV for your reference.

The subject property is presently zoned residential six (6) units per acre. A zoning map depicting the proposed reclassification is included in Exhibit B, Attachment I. The proposed density of twelve (12) units per acre would permit a total of three residential dwelling units to be developed (one single-family detached dwelling and one duplex dwelling). The recommended density of eight (8) units per acre would permit a total of two residential dwelling units to be developed (two single-family detached dwellings).

The Comprehensive Plan Land Use Map designates the subject property as medium density residential (residential eight (8) units per acre or residential twelve (12) units per acre). A Comprehensive Plan Land Use Map for the subject property and immediate vicinity is included in Attachment II for your reference.

The application was submitted by Eric Sundquist on May 19, 2000 and was determined to be complete for processing on June 13, 2000. A public hearing before the Planning Commission was opened and closed on July 20, 2000.

The Planning Commission Findings and Recommendation are included in Exhibit A, Attachment I. It contains findings of fact, conclusions, recommendations, and conditions adopted by the Planning Commission.

The Planning Commission agreed with the recommendation of staff to deny the request for reclassification of the subject property from residential six (6) units per acre to residential twelve (12) units per acre, but recommended instead preliminary approval of a two lot short plat with a reclassification to residential eight (8) units per acre.

The Planning Commission voted 5-2 to recommend approval for reclassification of the subject property to residential eight (8) units per acre and voted 7-0 to recommend preliminary approval of the two lot short plat. The draft minutes from the public hearing are included in Attachment III for your reference.

Your Council is the final decision making authority for approval or denial of the proposed reclassification and has authority at this point for preliminary approval, or denial of the two lot short plat for the subject property.

An open record public hearing was previously conducted before the Planning Commission. Therefore your Council's review must be based upon the written record. No new testimony may be heard.

RECOMMENDATION

Both the Planning Commission and staff recommend that your Council adopt Ordinance No. 246 thereby approving the reclassification of property located at 18042 Stone Avenue North from residential six (6) units per acre to residential eight (8) units per acre and preliminarily approve the two lot short plat.

ATTACHMENTS

- Attachment I Ordinance No. 246, including:
 - Exhibit A: Planning Commission Findings and Recommendation
 - Exhibit B: Zoning Map Amendment and Legal Description
- Attachment II: Comprehensive Plan Land Use Map
- Attachment III: Draft Planning Commission Minutes, July 20, 2000 Public Hearing
- Attachment IV: Site Plan

Approved By: City Manager LB City Attorney 

Attachment I: Ordinance No. 246

Exhibit A: Planning Commission Findings and Recommendation

Exhibit B: Zoning Map Amendment and Legal Description

ORDINANCE NO. 246

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON
AMENDING THE CITY'S ZONING MAP TO CHANGE THE ZONING OF
PROPERTY LOCATED AT 18042 STONE AVENUE NORTH FROM R-6 TO
R-8 AND PRELIMINARILY APPROVE THE CREATION OF A 2-LOT
SHORT PLAT**

WHEREAS, certain property, located at 18042 Stone Avenue North, is designated on the Comprehensive Plan Map as Medium Density Residential; and

WHEREAS, owners of certain property, located at 18042 Stone Avenue North have filed an application to reclassify the property from R-6, residential – six units per acre to R-8, residential – eight units per acre and create a 2-lot short plat; and

WHEREAS, on July 20, 2000, a public hearing on the application for reclassification and short plat of property was held before the Planning Commission for the City of Shoreline pursuant to notice as required by law; and

WHEREAS, on July 20, 2000, the Planning Commission recommended denial of the reclassification application to R-12, but preliminary approval to create the 2-lot short plat with a reclassification to R-8 and entered findings of fact and a conclusion based thereon in support of that recommendation; and

WHEREAS, the City Council does concur with the Findings and Recommendation of the Planning Commission, specifically that the reclassification of certain property, located at 18042 Stone Avenue North to R-8 is consistent with the Comprehensive Plan and appropriate for this site rather than the proposed R-12 zoning in the application; now therefore,

THE CITY COUNCIL OF THE CITY OF SHORELINE DO ORDAIN AS FOLLOWS:

Section 1. Findings. The Findings and Recommendation on File No. 2000-000787 as set forth by the Planning Commission on July 20, 2000 and as attached hereto as Exhibit A, Attachment I, are hereby adopted.

Section 2. Amendment to Zoning Map. The official zoning map of the City of Shoreline, adopted by Ordinance No. 125, is hereby amended to change the zoning classification of certain property, located at 18042 Stone Avenue North and further described and depicted in Exhibit B of Attachment I attached hereto, from R-6 to R-8.

Section 3. Preliminary Approval of Short Plat. The preliminary short plat, subject to conditions as set forth by the Planning Commission and as attached hereto in Exhibit A, Attachment I, is hereby approved for certain property, located at 18042 Stone Avenue North and further described and depicted in Exhibit B of Attachment I.

ATTACHMENT I

Section 4. Severability. If any provision of this ordinance or the application of a provision to any person or circumstance, is declared invalid, then the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected.

Section 5. Effective Date and Reversion. This ordinance shall go into effect five days after passage, and publication of the title as a summary of this ordinance. Within three years from the day this ordinance goes into effect, construction and the recording of the Final Short Plat must be completed or a new Preliminary Short Plat application must be submitted.

PASSED BY THE CITY COUNCIL ON AUGUST 28, 2000.

Mayor Scott Jepsen

ATTEST:

APPROVED AS TO FORM:

Sharon Mattioli
City Clerk

Ian Sievers
City Attorney

Date of Publication: _____, 2000

Effective Date: _____, 2000

PLANNING COMMISSION FINDINGS AND RECOMMENDATION
City of Shoreline, Washington

Agenda Title: A Reclassification of Property from Residential 6-units per acre (R-6) to Residential 12-units per acre (R-12) and two-lot Short Plat at 18042 Stone Avenue North.
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After reviewing and discussing the project proposal to reclassify and short plat the subject property located at 18042 Stone Avenue North at a public hearing on July 20, 2000 and considering the testimony and written comments presented, the Shoreline Planning Commission makes the following Findings, Conclusions, Recommendations and Conditions to the Shoreline City Council:

I. PROPOSAL

The project proposal would reclassify the subject property from R-6 to R-12 and create a two-lot short plat. The reclassification is necessary to subdivide the property into two lots, proposed to be 2,550 square feet (Lot 1) and 7,116 square feet (Lot 2) in size. Additional details of the project proposal include:

- The demolition of existing structures including one single-family residence and one rear yard accessory structure;
- Street frontage improvements to Stone Avenue North including the construction of a concrete sidewalk, curb and gutter; and
- Shared off-site storm water management facilities with the recently approved adjacent Elena Lane development to the south.

II. FINDINGS

1. SITE

The subject property is located at 18042 Stone Avenue North, approximately 150' south of North 183rd Street. It is approximately 68 feet wide and 142.14 feet long, totaling 9,666 square feet (0.22 acres) in size.

The subject property generally slopes to the southeast at approximately 3 percent and does not have any environmentally sensitive areas on or in the immediate vicinity. Soil type is assumed to be urban with a hydrologic group 'C' designation.

2. TIMING AND AUTHORITY

The applicant, Eric Sundquist, President of Viking Properties Inc., conducted the required Neighborhood Meeting prior to application submittal during the evening of Wednesday, April 12, 2000.

The application was submitted on May 19, 2000, therefore is subject to the processing requirements of Ordinance No. 230 and the density and development standards of the Shoreline Municipal Code (SMC) Title 18. The application was determined to be complete for processing on June 13, 2000 and noticed for application and public hearing on June 21, 2000.

The project proposal was not published in the newspaper of record until June 23, 2000 due to an error by The Seattle Times. The closing of the required 14-day public comment period was therefore extended from July 5, 2000 to July 7, 2000.

The Planning Commission shall make a recommendation and City Council shall reach a decision on both the reclassification and the short plat for the subject property. The Planning Commission and City Council may also impose specific development conditions on the project proposal.

3. NEIGHBORHOOD

The subject property is located in the Meridian Park Neighborhood on the eastern fringe of the Aurora Avenue corridor. The surrounding built environment is characterized by single-family residences on moderate lot sizes, including the recently approved Elena Lane 11-lot plat abutting the subject property to the south. The Aurora Avenue corridor is characterized by light industrial, commercial and mixed commercial/residential uses. The nearest public open space is Cromwell Park, which is located approximately ¼ mile east of the subject property.

4. COMPREHENSIVE PLAN AND ZONING DISTRICT DESIGNATIONS

The proposed reclassification of the subject property into the R-12 Zoning District is consistent with the development density guidelines as assigned by the Medium-Density Residential Land Use Designation in the Comprehensive Plan, which has established a growth target of 1,600-2,400 new housing units during the current 20-year planning period.

The R-8 Zoning District is also consistent with the Medium-Density Residential Land Use Designation. However the R-6 Zoning District, in which the subject property is currently located, is not consistent with this land use designation.

In addition to the aforementioned inconsistency, the current residential density for the subject property of 4.5 units per acre indicates the site is underutilized as per the density guidelines found in the Comprehensive Plan. The Comprehensive Plan further states that the Medium-Density Residential Land Use Designation can be applied to areas of single-family residential units, which may be redeveloped at slightly higher densities.

Abutting properties east of Stone Avenue North are also designated Medium-Density Residential by the Comprehensive Plan. Properties west of Stone Avenue North in the immediate vicinity of the subject property are land use designated Mixed Use or Community Business.

Abutting properties to the east of Stone Avenue North are located in the R-6 Zoning District, with the exception of the Elena Lane development to the south, which was recently reclassified to R-8. Properties west of Stone Avenue North in the immediate vicinity of the subject property are located in the R-12 Zoning District.

5. TRANSPORTATION

Stone Avenue North and North 183rd Street are both classified as Residential by the City of Shoreline Comprehensive Plan. Nearby North 185th Street is classified as Minor Arterial and Aurora Avenue is a State Route. The intersection of North 185th Street and Aurora Avenue is identified as a Transfer Point Upgrade for public transportation services by the Comprehensive Plan.

6. LAND DIVISION

Washington State code requires a city or county to make findings to the effect that a proposed subdivision makes appropriate provisions for the public health, safety, and general welfare. The SMC specifies similar standards for the City of Shoreline and allows the Planning and Development Services Department to require conditioning of the project proposal. The following are considered when evaluating a short plat proposal:

Zoning Code (prior to 06/21/00)

- The City of Shoreline adopted the Zoning Code under Ordinance No. 125, renaming the aforementioned to SMC Title 18. The Comprehensive Plan is implemented by the Zoning Code. Chapter 12 of the Zoning Code regulates development standards for density and dimensional requirements for all development.

The applicant has proposed a reclassification of the subject property to the R-12 Zoning District, which would permit 3 units on the subject property. The R-8 Zoning District would permit 2 units on the subject property. As previously stated, the R-8 Zoning District and the proposed R-12 Zoning District are both consistent with the Medium-Density Residential Land Use Designation in the Comprehensive Plan.

A proposed short plat is reviewed in accordance to the density and dimension requirements in effect at the time of submittal. The R-8 Zoning District and the R-12 Zoning District both require a minimum lot size of 2,500 square feet. The minimum lot size in the R-6 Zoning District is 7,200 square feet, therefore at 9,666 square feet, the subject property cannot be further divided at this density standard.

Subdivision Code

- Under Ordinance No. 230, the City of Shoreline adopted the procedural requirements for reviewing short plat applications.

Storm Water Management

- Chapter 18.28 of the Zoning Code includes development standards for adequacy of public facilities and services. Section 18.28.050 requires all new development to be served by an adequate surface water management system.

The requirements for the storm water system shall be consistent with the *1998 King County Surface Water Design Manual*. Engineering plans, submittal procedures, definitions and specifications for the engineering plans are presented in this manual. Drainage review is required for any project adding more than 1,500 square feet of impervious surface.

The maximum impervious surface of the R-12 Zoning District is 85 percent of the total lot size, therefore the potential maximum amount of impervious surface could total 8,216 square feet if the subject property were reclassified to R-12.

The maximum impervious surface for the R-8 Zoning District it is 75 percent of the lot size, therefore the potential amount of impervious surface could total 7250 square feet if the subject property were reclassified as such.

This project lies in the Thornton Creek drainage basin, which has been identified by the City of Shoreline as a basin with area-wide drainage problems. The required Level One Drainage Analysis, prepared by the proponent's engineer, shall identify any specific downstream drainage problems.

Road Improvements

- Chapter 18.28 of the Zoning Code includes development standards, adequacy of public facilities and services. Section 18.28.120 requires adequate vehicular access to new buildings and lots.

Fire Protection

- The City of Shoreline has established and implemented the following fire protection standards:
 1. A hydrant capable of providing 1,000 gallons per minute of water flow is required within 350 feet of the subject property; and
 2. Access roads must be approved by the City of Shoreline Fire Department.

Seattle City Light and Overhead Facilities

- The City of Shoreline requires all extensions, additions, duplications, or rebuilds existing overhead facilities or any new facilities to be installed underground.

7. ISSUES

- **Density.** A density of 12-units per acre would be created by the project proposal. This density is consistent with the development density guidelines as assigned by the Medium-Density Residential Land Use Designation in the Comprehensive Plan, however is out of scale with the surrounding built environment.
- **Public Comments.** The following written responses were received during the required fourteen-day public comment period ending July 7, 2000. Where appropriate, staff responses are provided:

Rec'd From/Date	Summary of Issues	Staff Response
J. Michael Wilson – 06/22/00	1. Proposal will compromise neighborhood character. 2. Traffic problems will be compounded.	1. See staff recommendation. 2. Traffic generation has been reviewed by staff.
Pat Riddell – 06/23/00	1. East side of Stone Avenue North is zoned for single-family residential. 2. Traffic and parking problems will be compounded.	1. East side of Stone Avenue North in the immediate vicinity of the subject Property is designated Medium Density Residential, for which a variety of residential development can be permitted. 2. Traffic generation has been reviewed by staff.
Ginger Botham – 07/03/00	1. The project is vested under the SMC, therefore is subject to the rear yard setback standard of 20 feet in SMC 18.12.030.B.6.b. 2. Proposal will compromise neighborhood character.	1. All applications directly related to this project proposal are vested under the SMC. Therefore, the citation is correct. However the building envelopes shown on the Site Plan are not subject to approval here, nor vested. 2. See staff recommendation.
Martin Kral – 07/05/00	1. Proposal will compromise neighborhood character. 2. R-8 would be an appropriate transition from R-12 to the west and R-6 to the east.	1. See staff recommendation. 2. See staff recommendation.
Brian J. Lee – 07/06/00	1. This block is inappropriately designated for higher density development to serve as Aurora corridor buffer.	1. The Comprehensive Plan was formulated through an intensive public process. The application proposes a reclassification to a density consistent with the assigned Medium Density Residential designation.
Daniel A. Mann – 07/06/00	1. Proposal will compromise neighborhood character.	1. See staff recommendation.
Fred F. Williams – 07/06/00	1. Proposal will compromise neighborhood character. 2. Proposal will lead to traffic congestion and redirection. 3. Proposal will increase property taxes in neighborhood and place demands on public services.	1. See staff recommendation. 2. Traffic generation has been reviewed by staff. 3. Application packet required the submittal of certificates of availability for public water and sewer.

III. CONCLUSIONS

1. CONSISTENCY

The proposed reclassification and short plat for the subject property are consistent with the Washington State Growth Management Act (GMA) through the City of Shoreline Comprehensive Plan.

2. COMPATIBILITY

The project proposal at a density of 12-units per acre is out of scale with the surrounding built environment.

3. HOUSING TARGETS

The current residential density of 4.5 units per acre indicates the site is underutilized as per the density guidelines found in the Comprehensive Plan and the project proposal does assist the City of Shoreline in meeting its housing provision targets established by King County to meet the requirements of the GMA.

4. ENVIRONMENTAL REVIEW

A State Environmental Policy Act (SEPA) checklist is not required for this project proposal because the proposed reclassification generally complies with the City of Shoreline Comprehensive Plan, for which a SEPA evaluation was completed during the planning process and SEPA exempts land divisions of four lots or less.

5. PUBLIC SERVICE AVAILABILITY

Conditional certificates of availability for water and sewer service were received from Seattle Public Utilities. The City of Shoreline Fire Department has reviewed the proposal and does not have any additional access requirements.

6. STORM WATER MANAGEMENT

Shared off-site storm water management facilities with the preliminarily approved adjacent Elena Lane development to the south have been designed to incorporate the project proposal, however the developer will also be required to extend the public drainage system north to the end of the subject property.

7. ROAD IMPROVEMENTS

The developer will be required to provide separated 5-foot wide sidewalk, landscaping and curb and gutter for the full frontage of this project, to match that of the adjacent Elena Lane development to the south. Access to the rear lot requires a 10-foot wide driveway off of Stone Avenue North. Approval of engineering drawings for a site development permit is required as a condition of approval.

IV. RECOMMENDATION

The Planning Commission recommends denial to the request for reclassification of the subject property from R-6 to R-12, but approval to the 2-lot short plat with a reclassification to R-8. The reclassification will be consistent with the Medium-Density Residential Land Use Designation assigned to the subject property by the Comprehensive Plan.

V. CONDITIONS

All of these conditions must be completed or secured with a financial guarantee before final approval of the plat.

1. ZONING CODE *(prior to 06/21/00)*

All lots shall meet the density and dimensional requirements of the zone classification. Minor revisions to the short plat, which do not result in substantial changes to the project, may be approved at the discretion of Planning and Development Services Department. These changes include minor changes in lot lines, lot size, and other changes based upon surveying or engineering requirements. Substantial changes require the short plat application to be revised. A revision requires a new public notice and comment period.

2. SUBDIVISION CODE

The short subdivision shall comply with all provisions of the subdivision code.

3. STORM WATER MANAGEMENT

A professional civil engineer licensed in the State of Washington shall prepare a Technical Information Report and site improvement plans, as described in Section 2.3 of the 1998 *King County Surface Water Design Manual*. The report shall include the following:

- A. Project description.
- B. Proposed storm system for all existing structures and existing impervious surfaces.
- C. One quarter mile downstream analysis of the existing public drainage system. This should include analysis of the capacity of the system, and address the impact of the additional flow added to this system from this short plat.

The Site Improvement Plans shall include at minimum the following plans:

- A. *Existing Structures, Demolition and Topography Plan*. This plan should show all existing structures, and proposed demolition. Two-foot contour lines are required as well as spot elevations at locations at existing and proposed structures and drainage facilities.
- B. *Grading, Erosion Control, Drainage and Paving Plan*. This plan should include existing and proposed grade lines. Location of temporary erosion and sedimentation control devices. Location of all existing and proposed storm water drainage systems. Location of all existing and proposed paving. Show locations of proposed footprints of new structures.
- C. *Utility Plan*. This plan should show location of all existing underground and above ground utilities. This plan should show the proposed new utility services. Contact the appropriate public utility on their specific requirements for private service connections.

Site Specific Drainage Requirements

Install catch basin at north end of project frontage and tie into extended drainage system from adjacent development to the south (*Elena Lane* subdivision). On-site drainage to tie into the *Elena Lane* system, as described in the *Technical Information Report*, prepared by Lovell-Sauerland & Associates, May 18, 2000.

4. ROAD IMPROVEMENTS

Engineering plans for roads and road drainage shall be prepared and submitted consistent with City of Shoreline road standards. The City Engineer may grant variations from these standards. Such variations shall be in compliance with all requirements for safety, function, fire protection, appearance, and ease of maintenance based upon sound engineering judgment.

The Planning and Development Services Engineer has reviewed this proposal and will require the following public street and private access improvements for a short plat, regardless of the number of units proposed:

The developer will be required to provide separated 5-foot wide sidewalk, landscaping and curb and gutter for the full frontage of this project, to match that of the adjacent development to the south.

Access to the rear lot will be from a 10-foot wide driveway off of Stone Avenue North.

5. SEATTLE CITY LIGHT AND OVERHEAD FACILITIES

Applications for building permits for single family residences submitted must comply with the undergrounding requirements. Please refer to guidelines on the implementation of undergrounding utilities.

6. WATER SUPPLY AND SEWER SERVICE

The applicant must comply with the conditions of the Seattle Public Utilities Water Availability Certificate. The applicant has obtained a certificate from Seattle Public Utilities indicating that water is available to the site.

The applicant must comply with the conditions of the Seattle Public Utilities Sewer Availability Certificate. The applicant has obtained a certificate from Seattle Public Utilities indicating that sewer is available to the site.

7. ADDRESSING

New addresses will be assigned prior to recording the final plat. The addresses shall be written on the face of the final plat.

8. SITE SPECIFIC

- A. During construction of site improvements and during construction of the new residences, the building shall comply with the City of Shoreline Noise Ordinance, which limits the hours of construction to 7:00 a.m. to 10:00 p.m. weekdays and 9:00 a.m. to 10:00 p.m. on weekends.
- B. During construction of utilities, driveway, or structures on the lots, access shall be maintained to the existing residences.
- C. Off-street parking must be provided for vehicles of construction works.

9. FINAL PLAT NOTES

- A. All restrictions, easements, tracts, and their purpose shall be shown on the final recorded short plat.

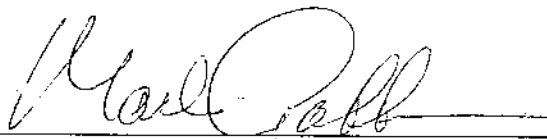
- B. All utility easements for water, underground power, and telecommunications shall be shown on the face of the final plat.
- C. The exact size of all lots to be created by this short subdivision shall be clearly shown on the face of the final recorded short plat.
- D. Address shall be shown on the face of the plat.
- E. The following notes shall be placed on the face of the plat as follows:

"Any further subdivision or adjustment to the lot lines within this short plat must use all lots of this short plat for calculation of the density and dimensional requirements of the City of Shoreline Zoning Code."

"All site development and road work shall be constructed in accordance to plans under City of Shoreline File # _____. (permit number)"

"Joint use driveway to be maintained, repaired, and/or rebuilt by the owners of the parcels having legal access therefrom and their heirs, assigns or successors."

"The owners of lots one and two of this subdivision shall share in the maintenance of the private drainage system of the Elena Lane Subdivision."



Marlin Gabbert, Planning Commission Chair

8-8-00

Date

Exhibit B Zoning Map

18042 Stone Avenue North

Parcel ship

Right of Way

RW

Zoning Designation

R-4: Residential, 4 units/acre

R-6: Residential, 6 units/acre

R-8: Residential, 8 units/acre

R-12: Residential, 12 units/acre

R-18: Residential, 18 units/acre

R-24: Residential, 24 units/acre

CZ: Contract Zone

R-48: Residential, 48 units/acre

NB: Neighborhood Business

CB: Community Business

RB: Regional Business

O: Office

I: Industrial

0 95 190 285 380 475 Feet

1" = 350 feet



SHORELINE

City of Shoreline GIS, Cadastral, Ortho Photo, roof top outlines, and contour data copyrighted by City of Seattle, 1999. All rights reserved. No warranties of any sort, including accuracy, fitness, or merchantability, accompany this product.

Project name: g:\pds\long range\zoningchange.apr Plot date: Aug 17, 2000; Zone

185th Street

183rd Street

180th Street

500' Radius

Elena Lane
Development

Ashworth Avenue

Stone Avenue

Subject Property
(R-6 to R-8)

Aurora Avenue

EXHIBIT B

LEGAL DESCRIPTION

The South 68 feet of Lot 11, Block 4, Richmond Acres Addition; EXCEPT the East 160 feet, as per plat recorded in Volume 24 of Plats, Page 25, records of King County, Washington.

Attachment II: Comprehensive Plan Land Use Map

Attachment II Land Use Map

Comprehensive Plan
18042 Stone Avenue North

Comprehensive

Right of Way

RW

Land Use Designation

Low Density Residential

Medium Density Residential

High Density Residential

Mixed Use

Community Business

Regional Business

Public Facilities

Single Family Institution

Public Open Space

Private Open Space

Special Study Area

0 95 190 285 380 475 Feet

1" = 350 feet



City of Shoreline GIS, Cadastral, Ortho Photo, road top outlines, and contour data copyrighted by City of Seattle, 1999. All rights reserved. No warranties of any sort, including accuracy, fitness, or merchantability, accompany this product.

Project name: g:\pds\long range\complan.apr Plot date: Aug 18, 2000; Comp

185th Street

183rd Street

180th Street

Ashworth Avenue

Stone Avenue

Aurora Avenue

100' Radius

Elena Lane
Development

Subject Property
(Medium Density Residential)

**Attachment III: Draft Planning Commission Minutes,
July 20, 2000 Public Hearing**

DRAFTThese Minutes Subject to
September 7 Approval**CITY OF SHORELINE****SHORELINE PLANNING COMMISSION
SUMMARY MINUTES OF REGULAR MEETING**July 20, 2000
7:00 P.M.Shoreline Conference Center
Board Room**PRESENT**

Chair Gabbert

Vice Chair McAuliffe

Commissioner Doennebrink

Commissioner Marx

Commissioner Doering

Commissioner Harris

Commissioner Monroe

STAFF PRESENTKirk McKinley, Planning Manager, Planning & Development
Services

Rachael Markle, Senior Planner, Planning & Development Services

Jeff Thomas, Planner, Planning & Development Services

Kim Lehmberg, Planner, Planning & Development Services

Andrea Spencer, Planner, Planning & Development Services

Ian Sievers, City Attorney

ABSENT

Commissioner McClelland

Commissioner Maloney

1. CALL TO ORDER

The regular meeting was called to order at 7:00 p.m. by Chair Gabbert, who presided.

2. ROLL CALL

Upon roll call by the Commission Clerk, the following Commissioners were present: Chair Gabbert, Commissioners Doering, Doennebrink, Monroe, Marx and Harris. Vice Chair McAuliffe arrived at the meeting at 7:08 p.m. Commissioners McClelland and Maloney were excused.

3. APPROVAL OF AGENDA

Item 7a was moved to after Item 10.

4. APPROVAL OF MINUTES

COMMISSIONER DOENNEBRINK MOVED TO ACCEPT THE MINUTES OF JULY 7, 2000 AS SUBMITTED. COMMISSIONER DOERING SECONDED THE MOTION. MOTION CARRIED UNANIMOUSLY.

5. PUBLIC COMMENT

There was no one in the audience wishing to address the Commission during this portion of the meeting.

6. REPORTS OF COMMISSIONERS

None of the Commissioners provided any comments during this portion of the meeting.

7. STAFF REPORTS

Chair Gabbert announced that there would be no Commission meetings during the month of August.

Ms. Markle advised that, at the request of Chair Gabbert, the Commissioners received copies of two staff reports from the City Council meeting of July 10 (Highland Townhomes and Elena Lane).

8. PUBLIC HEARING

a. Type C Action: Reclassification of Property Located at 18042 Stone Avenue North from R-6 to R-12

Chair Gabbert reminded the Commission of the rules regarding the Appearance of Fairness Law. He also reviewed the rules and procedures for the public hearing. He then opened the public hearing. No Commissioners indicated any exparte communications concerning the proposal, and no one in the audience voiced a concern regarding any Commissioner's participation in the public hearing, either.

Mr. Thomas reviewed the staff report for the reclassification and short plat of property located at 18042 Stone Avenue North. He said the applicant has requested that the property be reclassified from R-6 to R-12 and that a two-lot short plat be created. R-12 zoning would allow for a maximum of three units to be constructed. He pointed out that the existing R-6 zoning is not consistent with the City of Shoreline Comprehensive Plan Land Use Map which designates the subject property as medium density residential. The Comprehensive Plan further states that both the R-8 and R-12 zoning districts are consistent with the medium density designation. Therefore, by reclassifying the property as requested, the zoning would be consistent with the Comprehensive Plan.

Mr. Thomas reviewed some of the issues that were raised during the public comment period, including the scale of the proposal to the existing development in the immediate vicinity, the potential traffic generation, and the implementation of the required setbacks from the revised 1997 Shoreline Municipal Code. He noted that staff has addressed these concerns on Pages 22 and 23 of the meeting packet. He

concluded that staff recommends denial of the request to reclassify the subject property from R-6 to R-12, but recommends approval of ~~the~~ a two lot short plat with a reclassification to R-8. This recommendation would allow for a maximum of two units to be constructed on the site and would expand the transition zone established between the R-12 on the west side of Stone Avenue North and R-6 zones located directly east of the properties on Stone Avenue North. It would also be consistent with the Comprehensive Plan medium density residential land use designation.

Mr. Thomas noted a clerical error on the second paragraph of Page 22 of the Commission's packet. The density would actually be 12 units per acre. Chair Gabbert clarified that an R-12 zoning classification would allow three units on the property, while an R-8 zoning classification would only allow two.

Vice Chair McAuliffe questioned whether the staff's recommendation for denial of the request for R-12 zoning is related to the fact that the adjacent zoning along Stone Avenue North is R-8. Mr. Thomas answered that on the east side of Stone Avenue North, the Elena Lane property is the only property that is currently zoned R-8. Everything else is zoned R-6. Rezoning the subject property to R-8 would continue to build the R-8 transition zone. Mr. Thomas further replied that while R-12 zoning would be consistent with the Comprehensive Plan land use designation, staff feels that R-8 zoning would be more consistent with the size and scale of what has been approved and what already exists in the immediate area surrounding the subject property.

Commissioner Doennebrink requested a brief insight as to why the Elena Lane application was approved. Ms. Markle explained that the Commission's findings and recommendation on the original proposal was for denial, and the applicant filed an appeal. The Council denied the appeal, but approved the reclassification of property to R-8 and remanded the preliminary plat back to the Commission. The Commission recommended approval of the preliminary plat with conditions, and the Council issued final approval of the plat on July 10. She referred to the document that was provided to the Commissioners listing the 19 conditions that were placed on the plat approval.

Stephen Michael Smith, Lovell-Sauerland & Associates, 19400 33rd Avenue West, Suite 200, swore to tell the truth. He said he is present to represent the applicant. He pointed out that while staff does conclude that the R-12 rezone request would be consistent with the Comprehensive, they have recommended denial. He referred to the Municipal Code Section 18.44.060 which states that rezones that are consistent with the Comprehensive Plan are approvable. Shoreline's code is also consistent with State law which requires that an applicant either prove that there has been sufficient change in the circumstances of the subject property or that the rezone request is consistent with the Comprehensive Plan.

Mr. Smith pointed out that staff based their denial of the application on its incompatibility to surrounding properties, but there has been no supporting analysis to that affect. The two houses closest to the subject property have about 40 feet of building separation between the homes and the property line, which would provide a fairly adequate buffer. The Comprehensive Plan designation for this area actually allows duplexes, triplexes, zero lot line homes and townhomes. The proposal before the Commission is for one single-family home and one duplex. The density of the housing type that is being proposed is actually at the bottom end of what the Comprehensive Plan recommends for the area.

Mr. Smith said that according to his reading of the code, the duplex would actually qualify as a townhouse. This is significant because the zoning code provides an allowance for setback variances for townhomes (Section 18.12.030.B.6.b). He said he strongly disagrees with staff's recommendation that the building envelopes shown on the site plan should not be vested in the 1997 Shoreline Municipal Code, and suggested that the zoning code conditions found in Exhibit K need to be revised accordingly.

Mr. Smith pointed out that the duplex, along with the single-family home that is proposed, would not appear much different from the surrounding lands than would the two single-family homes that could be built in an R-8 zone as staff proposes. He noted that duplexes are allowed in R-6, R-8 and R-12 zones according to the Comprehensive Plan. There are no residential zones in the City where duplexes are prohibited. Considering that this property is identified in the Comprehensive Plan as medium density, he finds it very hard to believe that there would be a compatibility issue with one duplex.

Mr. Smith noted that Exhibits K and L state that the application would be subject to the drainage requirements of the 1998 King County Surface Water Design Manual. However, another condition is that the project utilize the system constructed for the Elena Lane project to meet the detention and biofiltration requirements of the proposed short plat. He noted that the Elena Lane project was subject to the 1995 version of the King County Surface Water Design Manual.

Vice Chair McAuliffe inquired if the duplex units would be sold or used for rental units.

Eric Sundquist, P.O. Box 1034 Lynnwood, WA 98046, applicant, indicated that he would rent the duplex units and sell the house. Mr. Sundquist said the access would be provided by some type of common ownership driveway.

Commissioner Doennebrink inquired why the applicant decided to request both a single-family home and a duplex. Mr. Smith answered that their original intent was to build three single-family homes on the subject property, but staff indicated that they would not support the application. The new proposal was an attempt to minimize the bulk appearance from the front of the site.

Vice Chair McAuliffe inquired regarding the size of the proposed single-family home. Mr. Smith answered that it would be a little smaller than the two existing home on Elena Lane. The duplex units would be close to 1,900 square feet each. Each would have four bedrooms, a two-car garage, and 2½ baths.

Gordon Swan, 18037 Ashworth Avenue North, swore to tell the truth. He provided a written comment that was identified by staff as Exhibit 1. Just like the Elena Lane project that was recently approved, he indicated that he is also concerned about the proposed development. He reiterated that the same issues that were voiced regarding the Elena Lane project could also be applied to the proposal. An R-12 designation would be detrimental to the character of the neighborhood, which has an equivalent density of R-4. He suggested that allowing an R-8 zoning designation would be a reasonable compromise. Allowing three homes on the property would be incompatible with the existing neighborhoods. He specifically noted that the Comprehensive Plan requires that consistency with the character of the

surrounding properties must be considered. He concluded that they do not want to have every older home in the neighborhood turned into high-density development.

Karen Kral 1317 North 183rd, swore that her testimony would be true. She said her property directly abuts the east side of the subject property. She expressed her concern that she will lose what little bit of privacy she now enjoys if the subject property is rezoned. She asked that the Commission consider that although the rezone to R-12 would be consistent with the Comprehensive Plan, the City is not required to change the zoning to that extent. She asked that the zoning remain as R-6 or R-8, and she would prefer that no duplex be placed on the property.

Judith Chandler, 18016 Stone Avenue North, swore to tell the truth. She said that her house is located just south of Elena Lane. She noted that right after the last meeting regarding the Elena Lane proposal, she received more information regarding the problems surrounding Ronald Bog. She noted that the subject property, and the property surrounding the subject property, all drain into Ronald Bog. The more development that occurs, the more drainage problems there will be. She said she is also concerned about the price of the homes that would be built. The homes that are being built on Elena Lane are about \$300,000 to \$350,000 and she would assume that the home on the subject property would be about the same price. She expressed concern about the increase in traffic, also.

Martin Kral, 1317 North 183rd, swore to tell the truth. He reviewed the process that was followed by the neighbors regarding the Elena Lane proposal in which they were successful in convincing the City that the property should not be rezoned to R-12 as originally proposed. An 80-foot wide duplex would be incompatible with the other homes in the neighborhood which are about 40-feet wide. He urged the Commission to consider the staff's recommendation to rezone the property to R-8 to be consistent with the existing and proposed development of the adjacent areas.

Mr. Smith responded to the concerns raised by the public, many of which he felt had been addressed in the staff report. He noted that the fact that there are no yards proposed on the property is more a function of urban style development. Should they be forced to revert to R-8 zoning, the project would not include yards, either. He noted that they would not be any further away from the Kral's property if there were two homes instead of three. As more lots in the area are sold for redevelopment, the goals of the Comprehensive Plan will be more adequately fulfilled and the City will begin to see more diverse housing opportunities.

Mr. Kral referred to the landscape-site plan, which the applicant indicated would modulate the building envelope so that the buildings fit into the natural environment. He did not feel this would be possible. He noted that the neighbors would have no input into the landscape proposal. He suggested that there would be very little space available for landscaping to screen the duplex. Mr. Smith responded that Mr. Sundquist would be happy to work with Mr. Kral during the construction phase of the project to come up with a landscaping plan that is as effective as possible in maintaining a legitimate landscaping screen between the two properties.

Ms. Chandler inquired if the house at the corner of 190th and 1st was built by Mr. Sundquist. Since her house is just south of Elena Lane, she noticed that they were doing a lot of clearing to put in a fence.

The Laurel hedge, which is the only privacy screen between her property and the Elena Lane project, now looks like a "piece of Swiss cheese" because it has been cut out so badly. She said she has her doubts that any landscape design will be done to adequately address the neighbors' concerns. Mr. Sundquist responded that he did build the house referenced by Ms. Chandler, and they did trim the bushes back to the property line to put up a fence as per the conditions for approval of the plat.

Mr. Thomas referenced Page 29 of the staff report which is a condensed version of the site plan. This plan does indicate building envelopes for the duplex and single-family residence. He said staff recommends an additional condition requiring that those setbacks and footprints be removed from the drawing prior to approval of the short plat application. He clarified that the footprints that are indicated do not meet the setback requirements of the code.

Mr. Sundquist commented that the 1997 zoning code requires that an apartment must be set back 20 feet from an R-6 zone. If more than three homes are built on a single parcel, there must be a 15-foot setback from an R-6 zone. He submitted that the City adopted a Comprehensive Plan in 1998, and the state law requires that the City must zone all properties consistent with this Comprehensive Plan. The properties adjoining the subject property are identified in the Comprehensive Plan as medium density. The City should already have rezoned these properties. Therefore, he felt that the five-foot setbacks should be allowed as proposed. He said he should not be penalized for the fact that the City has not rezoned this property.

Commissioner Monroe asked Mr. Sundquist whether or not he feels that an R-8 zoning would be consistent with the Comprehensive Plan designation. Mr. Sundquist answered that it would, but if the adjacent properties were R-12, then only a five-foot setback would be required.

Mr. Smith strongly objected to the staff's recommendation that the building envelopes be removed from the application because they are absolutely instrumental to the proposal. The City code specifically allows for the reduction in the setbacks, and the applicant should not have to submit a variance request to have this approved, when it was their goal to have it approved through the hearing process. He noted that there are architectural design requirements to ensure modulation. He concluded that the setbacks from the lot line are fundamentally integrated into the proposal, and he asked that they be considered as part of the proposal before the Commission at this time.

Ken Howe, 745 184th Street, swore to tell the truth. He provided the Commission with documentation related to historic information the City has had since 1996. He asked that the Commission review the information before they make a recommendation on the project which is located right in the middle of an historic district proposed by the King County Landmarks Commission. The map was identified as Exhibit 2. He concluded by requesting that the City amend the Comprehensive Plan Map so that it matches the goals for historic preservation.

Mr. McKinley again responded that the Comprehensive Plan has several policies related to historic inventory and developing an historic policy for the City. King County was retained to do an inventory of historic structures in the City, and part of the Phase III work program for the Comprehensive Plan review will include the consideration of an historic preservation program.

Chair Gabbert inquired if this particular rezone would affect a structure that has been determined to meet the federal historic standards. Mr. Howe replied that the area has not been identified on the map that was provided, but he said that his issue is related to local landmarks. All of the sites that are identified on the map and more are eligible for local landmark status. They are also eligible for historic district status. This community is specifically mentioned in the historical records as the Jersey Summer Homes.

Commissioner Doennebrink requested clarification of the 20-foot setback requirement from R-6 zones. Mr. Sievers said there is no dispute that what is shown on the footprints provided is not according to development standards for properties abutting R-6 zones. He continued that staff is viewing the proposed building envelopes as redundant information on the short plat. If the short plat is approved without the footprints, the applicant would be required to build according to the development standards. The applicant has made it clear that he intends to vest the proposed setbacks by showing the envelopes on the short plat.

Chair Gabbert noted that there is both a rezone and a short plat application, and the Commission can recommend that conditions be placed on approval of either of the two. The applicant could be required to provide modulation to the building and add additional setback to meet the spirit of the Comprehensive Plan. Mr. Sievers agreed, and suggested that the Commission recommend conditions for the short plat, rather than the rezone request.

Mr. Smith clarified that the residential zone bulk matrix (Section 18.12.030.6.B) states that "for townhomes or apartment buildings, the setbacks shall be 20 feet along any property line abutting R-4 through R-8 zones." However, Subnote 1 states that "these standards may be modified under the provisions of zero lot line or townhouse developments." There is also an allowance for approval of as low as five feet for rear and side yard setbacks. He said his presumption is that the 20-foot standard was intended for the larger townhouse developments that need to be set away from the property line. He felt that duplexes, such as the one proposed, which appear to be single-family in nature, would qualify for the reduction in the setback requirement. The applicant's claim is that the reduction in the setback requirement is fundamental to the application before the Commission. If the Commission does not address the building setbacks now, the applicant would be at the mercy of whoever is reviewing the plan. Their intention was to come forward with a complete application to get the setbacks approved so that the rules governing the development are known.

Mr. Sievers responded that the short plat, itself, would vest all of the code provisions mentioned by Mr. Smith. The applicant does not need to show the line to key in those development standard that were in place at the time he filed the short plat application. He said his only concern is that showing the envelope may create a vesting that isn't in the code (Noble Manner Case). Rather than showing the line, he would like the Planning Department to apply the codes in place at the time of application.

THE PUBLIC PORTION OF THE HEARING WAS CLOSED.

Commissioner Marx said that she agrees with the staff recommendation to deny the R-12 rezone request because it would protect the character of the surrounding neighborhoods.

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Commissioner Doering said she also agrees with the staff's recommendation for R-8 zoning based on the character of the existing neighborhood. She said she is concerned that the existing property owners' privacy be protected. She also agreed with Ms. Chandler's concern regarding Ronald Bog. Traffic is also an issue. She concluded that an R-8 zoning designation would be consistent with the Elena Lane rezone approval.

Commissioner Doennebrink said that his concerns are related to the spacing between the homes, but he is not convinced that the spacing situation would change if the property were rezoned to R-8 instead of R-12.

Vice Chair McAuliffe said that he concurs with the staff's recommendation, but he is not totally convinced as to the reasons why other than the issues related to the buffer. He said he is concerned about the Commission's ability to recommend R-8 zoning when the applicant is asking for R-12. Mr. Sievers pointed out that by denying the rezone application and leaving the zoning as R-6, the Commission would be taking an action that is inconsistent with the Comprehensive Plan. He recommended that the Commission's final action should be consistent with the Comprehensive Plan. Therefore, it would be appropriate for the Commission to recommend approval of an R-8 zoning designation.

Commissioner Harris pointed out that if the property is rezoned to R-8, the applicant would be able to build a single-family home with an accessory dwelling unit that could take up as much space as a duplex unit. The traffic generated and number of residents would be the same. He said he is not knowledgeable enough to make a recommendation on the setback issue, but he felt that the concerns related to surface water management could easily be solved through proper engineering.

Commissioner Monroe said he is surprised that surface water management has not been a larger part of the discussion. He noted that the taxpayers in Shoreline would be responsible to pay for the engineering solutions to deal with the drainage problems that are created. He concluded that he does not feel that R-12 zoning for the subject property is in the best interest of the citizens of Shoreline.

Having been involved in the Comprehensive Plan process from the beginning, Chair Gabbert recalled that the intent was to create a buffer area along Stone Avenue between the commercial and lower-density residential zones. As a result, the west side of Stone Avenue was identified as mixed-use development, and the east side was designated as medium density residential. He said his vision was that the area identified as medium density residential would be developed with townhomes and more open green space. He suggested that the Commission made a mistake by not specifically stating that this area be developed as attached housing rather than detached single-family housing.

Chair Gabbert said he agrees that the impacts associated with a duplex verses a single-family unit are very minimal. Therefore, he said he would be in favor of the R-12 rezone, with the condition that they not accept the footprint as shown. The Commission should recognize the current setbacks set forth in the Development Code.

COMMISSIONER MONROE MOVED TO RECOMMEND DENIAL OF THE APPLICATION TO THE CITY COUNCIL. COMMISSIONER DOENNEBRINK SECONDED THE MOTION.

Vice Chair McAuliffe questioned whether the motion should include a modification to address the setback issue. Commissioner Monroe noted that the setback issue is irrelevant at this time because the motion was to deny the application. If the motion is approved, then perhaps the Commission could make another motion to approve the application as an R-8 rezone request. However, he questioned whether this would even be within the Commission's jurisdiction because that is not the request that was presented for review. Mr. Sievers noted that if the applicant is not in favor of the R-8 recommendation, they could withdraw their application before it goes before the City Council.

IN ADDITION TO RECOMMENDING DENIAL OF THE APPLICATION AS PRESENTED, COMMISSIONER MONROE AMENDED HIS MOTION TO RECOMMEND THE CITY COUNCIL ACCEPT STAFF'S RECOMMENDATION TO APPROVE A REZONE OF THE PROPERTY FROM R-6 TO R-8. COMMISSIONER DOENNEBRINK ACCEPTED THE AMENDMENT AS PROPOSED. MOTION CARRIED 5-2, WITH COMMISSIONERS DOENNEBRINK, DOERING, MARX, MONROE AND VICE CHAIR MCAULIFFE VOTING IN FAVOR OF THE MOTION. COMMISSIONER HARRIS AND CHAIR GABBERT BOTH VOTED IN OPPOSITION.

COMMISSIONER MONROE MOVED TO RECOMMEND THE CITY COUNCIL ACCEPT THE SHORT PLAT APPLICATION AS PROPOSED BY STAFF AND ADMONISHED THE STAFF TO CAREFULLY REVIEW THE SETBACK ISSUE. COMMISSIONER DOENNEBRINK SECONDED THE MOTION. MOTION CARRIED 7-0, WITH COMMISSIONERS DOENNEBRINK, DOERING, HARRIS, MARX, MONROE, VICE CHAIR MCAULIFFE, AND CHAIR GABBERT ALL VOTING IN FAVOR.

THE COMMISSION TOOK A THREE MINUTES RECESS.

9. UNFINISHED BUSINESS

There was no unfinished business scheduled on the agenda.

10. NEW BUSINESS

There was no new business scheduled on the agenda.

11. STAFF REPORT

a. Comprehensive Plan Amendment Process

Mr. Thomas referred the Commission to the agenda packet starting on Page 10. He briefly summarized the process for reviewing Comprehensive Plan amendments as outlined in the memorandum he prepared for the Commission. He specifically noted the Comprehensive Plan Amendment Application, and requested that the Commissioners provide their comments to staff regarding the document. He

concluded that once the application package is finalized, staff would advertise the first cycle of amendments in the fall, with a deadline for application submittal of December 31. The review of the first cycle amendments would start in January. Mr. Thomas emphasized that amendment requests could be submitted at any time during the year. Those that are submitted prior to the deadline would be considered in the next review cycle. He added that staff would review each amendment that is submitted and formulate a recommendation for the Commission's consideration.

Commissioner Marx suggested the following changes to the application:

- ❑ **Item B.1**—Add the words, "To your knowledge" to the beginning of the sentence.
- ❑ **Item B.3**—Add the words, "To your knowledge" to the beginning of the sentence.
- ❑ **Item B.4**—Change to read, "Describe any anticipated impacts on the environment."
- ❑ **Item B.5**—Change to read, "What are the expected amendments this amendment would have on capital facilities."
- ❑ **Item B.6**—Change to read, "How does the proposed amendment affect transportation and utilities."

Commissioner Doering suggested that the proposed application could intimidate the general public. Mr. Thomas answered that staff is available during the day to assist the public in filling out the application. Both Commissioner Harris and Chair Gabbert also felt that the application would be intimidating to the common citizen. Commissioner Harris suggested that the application be kept at a less professional level.

Commissioner Doennebrink suggested that Sections B.3 through B.6 could include a question mark along with the yes and no responses. Another option would be to combine all of these sections into one with a series of bullet points, asking for an explanation of any yes or no answer. Mr. Thomas said that his previous experience with amendment applications is that when items are lumped together, people tend to forget to address each of the issues. He said it is easier to obtain complete applications when each question addresses a separate issue.

The Commission concluded that Section B.3 through B.6 should be changed as recommended by Commissioner Marx. Therefore, there is no need for a yes or no response.

Commissioner Monroe suggested that an evening class be held to educate the public regarding the application process. Commissioner Doering suggested that the City educate the neighborhood associations, and they could then assist the people in their area. The Commission and staff both concurred.

Ms. Markle introduced Andrea Spencer, who is a new City Planner. She will be working on long-range planning projects. Ms. Spencer briefly described her background.

12. AGENDA FOR NEXT MEETING

Chair Gabbert reminded the Commission of the Open House that is scheduled for September 7, 2000. He requested that a sub committee be formed to work with staff to identify materials that should be

distributed, previous actions that have been taken and some of the issues that are being considered. Chair Gabbert explained that the purpose of the open house is to allow the public to meet with the Commission in an informal setting to discuss issues of concern. Commissioners Doering, Doennebrink, Marx and McClelland were nominated to participate in the sub committee.

Chair Gabbert again reminded the Commission of the joint Planning Commission/City Council dinner on July 24, 2000.

13. ADJOURNMENT

The meeting was adjourned at 9:20 p.m.

Marlin J. Gabbert
Chair, Planning Commission

Lanie Curry
Clerk, Planning Commission

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Attachment IV: Site Plan

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorization of the City Manager to Execute a Joint Use Agreement between the City of Shoreline and the Shoreline School District
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Wendy Barry, Director 

EXECUTIVE / COUNCIL SUMMARY

The purpose of this report is to update your Council on the proposed Joint Use Agreement between the City of Shoreline and the Shoreline School District and to request authorization for the City Manager to enter into the agreement. (Please see Attachment A: Joint Use Agreement between Shoreline School District #412 and the City of Shoreline)

The Joint Use Agreement consists of several parts including a global agreement as well as a series of addenda specifically relating to individual facilities. The legal document is structured so that the provisions of the global agreement apply unless specific exceptions are noted in an addendum. It sets the vision and establishes the intent of the relationship between the agencies to collaborate to maximize beneficial use of public facilities while ensuring that they are maintained as sustainable community assets. It contains overarching provisions that will apply to the relationship as well as the operations of the joint use facilities.

Rather than being prescriptive in approach, generalized language has been utilized throughout the document to ensure flexibility now, and in future collaborations. Staffs from each agency will need to work together to develop specific protocols and procedures to ensure that taxpayers and stakeholders are served well.

Following your June 26 dinner meeting with the School Board, your Council gave direction to staff to complete the Joint Use Agreement. Staffs collaborated and developed a final draft that was presented to the School Board on August 7 that added boilerplate language to the "indemnification" and "insurance" sections and added "non-discrimination", "severability" and "entire agreement" sections to the global agreement.

The Addenda were streamlined by eliminating redundant language that was already covered in the global agreement and adding language in the Shoreline Center Addenda under "Section 2. Joint Use" to outline parameters for room usage at the Shoreline Center. At their August 7 meeting, the School Board requested three minor changes to

the Paramount School Park Addendum including a correction of a typographical error, clarifying language regarding maintenance, and removal of redundant language that is clearly included in the global agreement. The changes are not problematic and have been incorporated into the proposed Joint Use Agreement.

The School Board did not take action on the agreement on August 7 in order to allow their legal counsel time to thoroughly review the document. The Joint Use Agreement will be placed on their August 21 agenda as an action item. If changes are suggested by the School District, we will distribute information to you on August 25 or earlier if they are material.

This is a first step to establish a strong partnership with the School District. Your Council and the School Board have agreed that it is in the best interests of the taxpayers that support our agencies to recognize that we have key objectives in common, that we share stakeholders, and we should share facilities. The Joint Use Agreement provides parameters and sets up a foundation to begin to coordinate our activities, align our goals and objectives, share financial and physical assets and manage the public's resources in a manner that provides for the best use of public facilities with the least possible expenditure of public funds.

At the staff level, we have started discussions about gathering staff that will be responsible for implementing the Joint Use Agreement together to share the vision and to identify and affirm the working relationships and processes that will be key to the success of this partnership.

RECOMMENDATION

Staff requests your City Council authorize the City Manager to enter into the Joint Use Agreement between Shoreline School District #412 and the City of Shoreline.

Approved By: City Manager LB City Attorney 

ATTACHMENTS

Attachment A: Joint Use Agreement between Shoreline School District #412 and the City of Shoreline

**Joint Use Agreement
between Shoreline School District #412
and
the City of Shoreline**

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JOINT USE AGREEMENT

BETWEEN SHORELINE SCHOOL DISTRICT #412 AND THE CITY OF SHORELINE

THIS AGREEMENT, made and entered into this _____ day of _____,

The parties to this Agreement are: Shoreline School District #412 (DISTRICT) and the City of Shoreline, Washington (CITY). The signatories to this Agreement represent that they have authority to bind their respective principals. This Agreement is entered pursuant to RCW 39.34 (Interlocal Cooperation Act) and RCW 28A.335 (School District Property).

WHEREAS, the governing bodies of the City and District are mutually interested in an adequate program of community recreation; and

WHEREAS, said governing bodies are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of the community's health and vitality by providing for adequate programs of public recreation; and

WHEREAS, said governing bodies are also mutually interested in assuring public facilities are accessible and available for Shoreline School District students and the greater Shoreline community; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between City and District is necessary; and

WHEREAS, a joint use concept can best provide for the usage, maintenance and operation of existing public facilities for utilization by both parties; and

WHEREAS, a joint use agreement would also allow and encourage the City and District to work together in planning and developing public facilities for joint use, and

WHEREAS, the parties agree that coordinated and cooperative scheduling of public facilities is the best way to maximize the beneficial use of these facilities while ensuring that they are maintained as sustainable community assets.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the District do agree as follows:

1. School Facilities

It is recognized that school properties are intended primarily for school purposes and for the benefit of individuals of school age. It is therefore agreed that, in planning programs and scheduling activities on school grounds, the needs and opportunities of such individuals will be provided for.

The District shall make school facilities available to the City which are suitable for community programs. Use of said facilities shall be in accordance with the policies and procedures of the District for the use of school facilities, by the laws of the State of Washington, and as otherwise provided for in this Agreement. This shall include the District's policy on shared-decision making.

The District shall allow distribution of the City's Recreation Guides four times per year to at least one child per family within each elementary school. All other requests for distribution of materials should be made through the Shoreline School District's Communications and Community Relations Office.

School District facilities or portions thereof, under lease to third parties are excluded from this Agreement.

2. City Facilities

It is recognized that City properties are intended for utilization by and benefit to residents of all ages. It is therefore agreed that, in planning programs and scheduling activities on City property, the needs and opportunities of all age groups will be provided for.

The City shall make City facilities suitable for school programs available to the District. Use of said facilities shall be in accordance with the policies and procedures of the City in granting permits for the use of its facilities, by the laws of the State of Washington, and as otherwise provided for in this Agreement.

The City shall make space available in its seasonal Recreation Guides and other related publications, for District enrichment, extra-curricular, and/or special event information (e.g., high school theater productions, summer sports camps, band concerts, etc). Additionally, the City shall allow the District to display brochures, posters, or informational materials (pending space availability) at City facility locations.

3. Addenda

The parties may develop Addenda to the Agreement to provide supplemental terms for specific facilities.

4. Scheduling

The District and the City will engage in joint and cooperative scheduling of facilities. For this scheduling, each staff will keep foremost in its thoughts and actions the needs of our youth. So that the investment of our taxpayers is fully realized, every attempt will be made to maximize the use of our public facilities.

The District and the City shall designate staff responsible for scheduling facilities. These staff members shall meet regularly as necessary to coordinate the scheduling of these facilities for use and maintenance activities in order to maximize the public benefit from these facilities while ensuring that the condition of these facilities is not degraded. In addition, these representatives shall develop standard use policies (e.g. field recovery time) that can be applied to the facilities of both agencies.

5. Staffing

The City shall provide adequate personnel to supervise City activities held in/on school facilities, and the District shall provide adequate personnel to supervise school activities held in/on City facilities.

The personnel employed by each agency shall act under the supervision, rules, and regulations of that agency. The personnel of each party engaged in the performance of this Agreement shall not be considered employees or agents of the other party. Each Agency shall be responsible for the acts and omissions of its own officers, employees and agents. Neither party is responsible for the acts and omissions of any person or entity not a party to this Agreement.

6. Fees

The facilities of the District and the City shall be made available at no charge during regular hours of operation (hours during which building maintenance or appropriate supervisory staff are usually scheduled). However, when a requested use falls outside of the regular hours of operation, a fee may be assessed to cover the cost of staffing the facility during those hours.

7. Dispute Resolution

In the event a dispute arises as a result of implementation of this Agreement, resolution shall be addressed by the parties identified below in the following sequential order (as needed):

- a) Site-Based Supervisors;
- b) Designated Administrative Staff of School Superintendent and City Manager
- c) School Superintendent and City Manager

8. Replacement of Materials/Equipment

The City shall furnish and supply all expendable materials and equipment necessary for carrying on City-sponsored activity in/on school facilities unless otherwise agreed.

Note: In those situations where the City is the primary user of District equipment (such as volleyball nets, etc.), the City agrees to financially support the District in the periodic replacement of such equipment based on usage. In those situations where the District is the primary user of City equipment (such as bases, swim pool equipment, etc.), the District agrees to financially support the City in the periodic replacement of such equipment based on usage. In both cases, the City and the District shall agree on a replacement schedule.

9. Improvements, Maintenance, Operation and Refurbishment

a) Subject to the written approval of the Superintendent of Schools, or his/her designated representative, the City may improve school grounds, athletic fields, and playground areas (including the installation of recreation equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate Addenda to this Agreement.

b) Subject to the written approval of the City Manager, or his/her designated representative, the District may improve park facilities (including the installation of school equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate Addenda to this Agreement.

c) It is further agreed that the plans, specifications and standards for the placement of all equipment, facilities and improvements upon said premises (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the agency owning the premises prior to any installation thereof, which approval shall not be unreasonably withheld.

d) The cost of maintaining, operating and refurbishing specific improved areas shall be borne proportionately by the City and the District as determined by the scheduled use of said area; and further, the City and the District agree to maintain such areas in good condition during the periods of their respective responsibility as will be addressed in separate Addenda to this Agreement.

10. Agreement Development

Representatives of the District and the City shall meet as necessary, but not less than quarterly, to address the issues that may arise and to discuss scheduling and maintenance issues, equipment replacement schedules, and potential co-funded capital projects. This Agreement and any Addenda thereto shall be reviewed at least annually by these representatives.

11. Facilities Development

The parties will involve each other in the planning and design development of new construction or the significant remodel of existing facilities. Upon request, the Superintendent of Schools or the City Manager shall designate a representative of their respective agencies to participate in the project planning process of the other. The purpose of this participation shall be to provide input on facilities development, to explore opportunities to create multipurpose facilities, to avoid unnecessary duplication of facilities, and to facilitate permitting of construction projects.

12. Supremacy of Addendum

Should the terms and conditions of any Addendum to this Agreement conflict in part or in total with the terms hereof, then the terms and conditions of the Addendum shall control in relation to the specific properties and/or activities identified in the scope of such Addendum. In addition, if the terms and conditions of this Agreement or an Addendum to this Agreement conflict in part or in total with state laws or other governing statutes, then the state law or other governing statute shall control.

13. Force Majeure

Neither party shall be held responsible or be considered in breach of this Agreement based upon events beyond their control or reasonably unforeseeable including, but not limited to, natural disasters, mechanical or structural failures, or unusual athletic success. Each party shall endeavor to notify the other as early as possible should such an event occur or if its likelihood of occurrence increases. The parties shall work to minimize the impact of such rare events on the rights and obligations articulated in this Agreement.

14. Termination

Either party may terminate this Agreement as it relates to any or all facilities upon giving to the other party twelve (12) months advance written notice of intention to terminate. In the event that termination deprives the non-terminating party of use of a co-funded facility or improvement, the party no longer having access shall be reimbursed its share of the depreciated value of any permanent improvements (e.g. sprinkler systems or buildings). Depreciated value shall be determined by reducing capital cost by 5% per year after the completion of construction or other method mutually agreed to by the parties. Any contributions by King County will be included in this calculation for payment.

15. Indemnification/Hold Harmless

The District shall indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the District's use of the City's facility or from the conduct of District business, or from any activity, work or thing done, permitted, or suffered by the District in or about the City's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

The City shall indemnify and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the City's use of the District's facility or from the conduct of City's use of the District's facilities or from the conduct of City business, or from any activity, work or thing done, permitted, or suffered by the City in or about the District's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the District.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

16. Insurance

The District and the City shall purchase and maintain for the duration of this Agreement Commercial General Liability insurance in an amount of not less than \$2,000,000 per occurrence limit and not less than \$2,000,000 general aggregate policy limit. The owner agency shall be named as an additional insured on the user agency's Commercial General Liability insurance policy. Each agency's Commercial General Liability insurance shall include coverage for participant liability. A certificate of insurance evidencing the required insurance shall be furnished to the other agency. The insurance certificate shall give a thirty (30)-day notice of cancellation.

The insurance policies shall contain, or be endorsed to contain that the insurance coverage of the party using the other's facility shall be primary insurance for liability arising from such use or facility responsibility. Any insurance, self-insurance, or insurance pool coverage maintained by the owner of the facility shall be in excess of the user's insurance and shall not contribute with it.

The aforementioned insurance coverage may be provided by comparable insurance risk pool coverage, and a coverage letter from the risk pool administrator may be provided in lieu of a certificate of insurance.

17. Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

18. Notices

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

City Manager, City of Shoreline
17544 Midvale Ave. N.
Shoreline, WA 98133-4921

Superintendent, Shoreline School District
18560 1st Ave. NE
Shoreline, WA 98155-2148

19. Severability

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

20. Entire Agreement

This Agreement, including Addenda contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment or Addenda to this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Approved as to form

BY _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Joan Watt, Superintendent

Approved as to form:

BY _____

Lester "Buzz" Porter, Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

EINSTEIN MIDDLE SCHOOL PLAYFIELD AND HILLWOOD PARK

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____ ("Agreement"). This Addendum to that Agreement relates to **Einstein Middle School Playfield**, located at 19343 3rd Avenue NW, and **Hillwood Park**, located adjacent to the school.

A. Context and History

The parties own neighboring parcels in Shoreline, Washington. Portions of each parcel contain a running track and infield. The City also has made facilities adjacent to track/infield available to the District for use by its students. These latter facilities include tennis courts and a multi-use softball/soccer field. District-funded improvements located on City property includes discus throwing area, irrigation and drainage, access ramp to and storage building located adjacent to restrooms.

B. Intent

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Maintenance

Track/Infield-- The District will maintain, repair, and prepare track/infield provided, however, that the City will maintain the restroom facilities located adjacent to the track/infield.

Discus Throwing Area--District will maintain and prepare discus throwing area; however, the party using the area will be responsible for setting up protective fencing.

Tennis Court --The City will maintain and repair tennis courts.

Softball/Soccer Field--From March through August, the City will prepare field for all scheduled softball usage. City will also maintain field for all City soccer use throughout the year. During September and October, the District will prepare field and perform any additional needed field maintenance for District softball usage, and be responsible for padding any soccer goals that are installed during this period of time. From November through February, no softball field usage will be scheduled.

**Addendum – Einstein Middle School Playfield
and Hillwood Park
Page 2 of 2**

2. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities prior to, during, and following scheduled usage of such facilities by that party. It also is provided that Einstein School administrative and security staff will have authority to supervise student behavior in Hillwood Park during the school year.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Approved as to form

BY _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Joan Watt, Superintendent

Approved as to form:

BY _____

Lester "Buzz" Porter, Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT
KELLOGG MIDDLE SCHOOL TRACK/INFIELD
AND HAMLIN PARK

The Shoreline School District #412 and the City of Shoreline, have entered into a Joint Use Agreement dated _____ ("Agreement"). This Addendum to that Agreement relates to **Kellogg Middle School Track/Infield**, located at 16045 25th Avenue NE, **and Hamlin Park**, located at 16006 15th Avenue NE.

A. Context and History

The parties own neighboring parcels in Shoreline, Washington. Portions of each parcel contain a running track and infield.

B. Intent

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Maintenance

The District will maintain, repair, and prepare track/infield.

2. Supervision

During scheduled usage, each party shall prepare/set-up, supervise, and clean up facility prior to, during, and following scheduled usage by such party. It is further provided that Kellogg School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year.

**Addendum – Kellogg Middle School Track/Infield
and Hamlin Park
Page 2 of 2**

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Approved as to form

BY _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Joan Watt, Superintendent

Approved as to form:

BY _____

Lester "Buzz" Porter, Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

SHORECREST HIGH SCHOOL BALLFIELDS AND HAMLIN PARK BALLFIELDS AND TRAILS

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____ ("Agreement"). This Addendum to that Agreement relates to **Shorecrest High School Ballfields**, located at 15343 25th Avenue NE, and **Hamlin Park Ballfields and Trails**, located at 16006 15th Avenue NE.

A. Context and History

The parties own neighboring parcels in Shoreline, Washington. Portions of City-owned parcels have been historically used by the District for baseball, softball, cross country, and running athletic events. In 1996, the District and King County mutually determined they would jointly design, construct, and maintain a new athletic field on the District parcel. In 1997, King County transferred its ownership of the parks to the City of Shoreline.

District Development Responsibility-- The District constructed a new softball field which meets requirements for use by both the District and the City. This field includes bleachers, dugouts, and a batting cage. In addition, the field has provisions for a portable fence at 200 feet for District fastpitch softball use, as well as 275 feet for City and community utilization. Field lighting has also been provided.

County/City Development Responsibilities—In October 1995, King County and the School District entered into an interlocal agreement to provide sports field lighting at this facility. The improvements to the District parcel and related facilities met mutually-agreed upon design standards, which included:

- (a) \$100,000 -- Lighting for softball field, installed on wood poles, designed and constructed by the District.
- (b) \$15,230 -- Engineering and construction supervision for the softball field illumination.
- (c) \$9,000 -- Design revisions to the Hamlin Park restroom building and handicapped accessible pathway, revisions to specifications and site visits during construction.
- (d) \$3,330 -- Hamlin Park restroom electrical and pathway illumination work.

County also funded costs of relocation and construction of new restroom facility on Hamlin Park parcel adjacent to new District field, for the purpose of making the restroom facility location closer to new District field users.

**Addendum – Shorecrest High School Ballfields
and Hamlin Park Ballfields and Trails**
Page 2 of 3

B. Intent

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Maintenance

Shorecrest High School Ballfield -- The District will provide maintenance (mowing and irrigation) and repair year-round. During City usage the fence line will be located by the District at the 275-foot line within two weeks of the end of the fastpitch softball season (including playoffs). The District will provide field prep during District use and the City will provide field prep during City use. All field preparation work will be done after the regular school day or at agreed upon time not in conflict with school activities. During City use, District will provide emergency phone number (or access to light box/irrigation system) for situations when lights or irrigation fail to function.

Hamlin Park: Ballfields and Trails: The City will prepare fields for all City baseball/softball usage. The District will prepare fields for District usage.

2. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean-up facilities and parking areas as identified in section three (3) below of this Addendum prior to, during, and following scheduled usage of such facilities by that party. It is also provided that Shorecrest High School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year.

3. Parking

The District agrees that the parking facilities constructed on the School parcel shall be made available for use to the City-scheduled users of the Shorecrest Ballfield and adjacent Hamlin Park Ballfields during non-school hours. The City agrees that the parking facilities on the Park parcel (off 25th Ave. NE) shall be made available for use to the District users and students during school hours. Per section two (2) above, supervising and cleanup of each parking lot is the responsibility of the party using the facility.

**Addendum – Shorecrest High School Ballfields
and Hamlin Park Ballfields and Trails**
Page 3 of 3

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Approved as to form

BY _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Joan Watt, Superintendent

Approved as to form:

BY _____

Lester "Buzz" Porter, Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

PARAMOUNT SCHOOL PARK

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____ ("Agreement"). This Addendum to that Agreement relates to **Paramount School Park**, located at NE 155th Street and 8th Avenue NE.

A. Context and History

District owns a parcel of property in Shoreline, Washington, which formerly was the site of Paramount Park Elementary School (property).

Both parties wished to make available to their respective constituents athletic facilities on this property. In 1993, it was determined by both the District and King County to develop one grass soccer field, two new baseball backstops, and to renovate the existing backstop on this property. To this end, the District performed demolition of the Paramount Park School, at an expense to the District of \$146,784.04. King County reimbursed the District for \$100,000 for partial costs of the demolition. King County paid \$209,887 for construction of these new facilities.

In 1999, the City of Shoreline developed a master plan for Paramount School Park and on November 1, 1999 the Shoreline School District School Board reviewed and approved the master plan. On May 15, 2000 the School District gave their approval to include a skate park in the approved master plan for Paramount School Park. In June 2000, the School District and the City agreed the skate park would be included contingent upon removal of the skate park at City expense if the Shoreline School District redevelops Paramount School Park for educational program purposes and requests removal of the skate park by the City.

The City's general Capital Fund provides funding to construct Phase One Improvements of Paramount School Park and the skate park. The design work is scheduled to be completed in 2000 and construction is scheduled for 2001.

Work in Phase One will include ballfield improvements, parking improvements on the west side of the park, existing path improvements, and relocation of the existing play area.

Addendum – Paramount School Park
Page 2 of 3

B. Intent

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Removal of Property

The District does not currently need property for a school building. However, pursuant to RCW 28A.355.040, the District may declare this property again needed for a school and thus remove this property from this Joint Use Agreement. In such case, the District shall give the City twelve (12) months advance notice prior to said removal. The removal of this property from this Agreement shall be a partial termination of the Agreement entitling the City to reimbursement of the depreciated value of improvements by the City or King County. In the event the District redevelops Paramount School Park for educational purposes, the City, upon School District request, agrees to remove the skate park at City expense.

2. Option To Buy

If the District elects to sell any or all of the property during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the portion of property at issue. The terms of any purchase by City pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of the City's improvements being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple title.

3. Maintenance

The City will prepare field for City usage. The District will prepare field for District usage.

4. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up facilities prior to, during, and following scheduled usage of such facilities by that party. It is also provided that District administrative and security staff will have authority to supervise student behavior in Paramount Park during the school year.

Addendum – Paramount School Park
Page 2 of 3

5. Facility Development

The City shall plan, develop, and maintain this facility in the same manner and to the same degree as other park lands operated by the City. The City shall provide the District advanced written notice of and shall involve the District in the planning process for this facility as provided herein. If the School District objects to any public planning process in writing within thirty (30) days of notification and the stated objections are not timely resolved, the City will cancel the public planning process.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Approved as to form

BY _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Joan Watt, Superintendent

Approved as to form:

BY _____

Lester "Buzz" Porter, Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

MERIDIAN PARK SCHOOL TENNIS COURTS

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____ ("Agreement"). This Addendum to that Agreement relates to **Meridian Park School and Meridian Tennis Courts**, both located at North 170th Street and Wallingford Avenue N.

A. Context and History

The School District owns parcels in Shoreline, Washington. King County Parks constructed the tennis courts located on School District property. In 1997, King County transferred park facilities to the City. The City owns the tennis courts located on these parcels of land.

B. Intent

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Maintenance

City will provide maintenance and upkeep of the tennis courts.

2. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up tennis courts prior to, during, and following scheduled usage of such facilities by that party. It is also provided that Meridian Park School administrative and security staff will have authority to supervise student behavior on the tennis courts during the school year.

Addendum – Meridian Park School Tennis Courts
Page 2 of 2

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Approved as to form

BY _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Joan Watt, Superintendent

Approved as to form:

BY _____

Lester "Buzz" Porter, Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

SHORELINE CENTER AND SHORELINE PARK

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____ ("Agreement"). This Addendum to that Agreement relates to the **Shoreline Center and Shoreline Park**, hereafter referred to as Facility, located at 1st Avenue NE and North 161st Street.

A. Context and History

The District owns a parcel of property in the City of Shoreline known as the Shoreline Center, which was formerly the site of Shoreline High School. City also owns certain real property adjacent to the Shoreline High School site, commonly known as Shoreline Park located at 1st Avenue NE at North 190th Street.

In 1988, King County constructed soccer fields on a portion of District property and on its own adjacent property. Other improvements were also made on the County-owned property. The County contributed to the project improvements on both parcels in excess of \$1,125,000.

B. Intent

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Option To Buy

If the District or the City elects to sell any or all of the property covered by this Addendum during the period of this Agreement, they shall first notify the other party. For ninety (90) days thereafter, the other party shall have the option to buy the portion of property so at issue. The terms of any purchase by the other party pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the remaining depreciated value of any improvements constructed by the purchasing party that are situated on the property being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of party's exercise of the option;
- (d) Insurable fee simple title.

Addendum – Shoreline Center and Shoreline Park
Page 2 of 3

2. Joint Use

The City understands that the Shoreline Center is a conference center owned and operated by the District. As such, it is a revenue center which saves taxpayers of the District tens of thousands of dollars each year. In addition, the City understands that because of unforeseen circumstances, the District may receive a rental request from a third party for certain facilities on short notice, specifically Building F (south classroom wing) and the Shoreline Room. If this occurs, the District will notify the City of the request and will work with the City to relocate their activity, but might be unable to do so. The City will have the option of paying the District's standard fee for the facility rather than relocating or rescheduling its use.

The District will provide meeting rooms for the following standing meetings of the City: a) City Council meetings, b) Planning Commission meetings, and c) All-City staff meetings. The preference of the City is for the Rainier and Highlander rooms for the council meetings and the Board Room for the other two. If these rooms are unavailable due to circumstances beyond the control of the District, the District will endeavor to provide other meeting room(s) in the Shoreline Center as the projected size of meeting(s) will dictate. The District will work cooperatively with the City to provide other meeting rooms as the need arises.

3. Maintenance

Soccer Fields and Tennis Courts--The City shall maintain and prepare soccer fields and tennis courts for all scheduled use.

4. Supervision

It is provided further that each party shall prepare/set-up, supervise, and clean up respective Facility prior to, during, and following scheduled usage of such facilities by that party. It is also provided that District administrative and security staff will have authority to supervise student behavior on soccer fields and tennis courts during the school year.

5. User Fees

Neither party shall charge the other party for the use, routine maintenance, scheduling and/or operation of any parcels located within the boundary of the land covered under this Agreement. The District may, however, charge the City for direct services provided by the Shoreline Center including, but not limited to, costs associated with the provision of meals, food and beverage services, and special equipment.

Addendum – Shoreline Center and Shoreline Park
Page 3 of 3

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Approved as to form

BY _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Joan Watt, Superintendent

Approved as to form:

BY _____

Lester "Buzz" Porter, Shoreline School Board Attorney

ADDENDUM TO JOINT USE AGREEMENT

SHORELINE POOL AND SHORELINE PARK

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____ ("Agreement"). This Addendum to that Agreement relates to **Shoreline Pool** and **Shoreline Park**, located at 1st Avenue NE and North 161st Street.

A. Context and History

The District owns a parcel of property in Shoreline, Washington, which formerly was the site of the Shoreline High School and was later converted into the Shoreline Center. The City owns Shoreline Park located at 1st Avenue NE at North 190th Street. The Swimming Pool, showers, locker rooms, and related facilities, hereafter referred to as "Shoreline Pool" is located on District parcel at 19030 1st Avenue NE, north of the Shoreline Center on the premises of Shoreline Park.

The Shoreline Pool was built subject to Forward Thrust Bond covenants as contained in the Resolution No. 34571, as passed by the Board of County Commissioners on December 18, 1967. The Pool ownership transferred to the City of Shoreline on June 1, 1997 under an Agreement with King County. District usage of Facility is within purposes for which Pool was funded and constructed.

In 1999, the City of Shoreline developed a master plan for the Shoreline Pool to expand the women's locker room, expand the lobby, improve work spaces, improve pool and building mechanical, electrical and plumbing systems to extend the life of the pool by 20 years. The design work will be completed in 2000, and construction in 2001. The City's General Capital Fund provides funding for the pool renovation project including the parking improvements for the Shoreline Pool that were designed and constructed during, 1999, 2000, and 2001.

B. Intent

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

Addendum – Shoreline Pool and Shoreline Park
Page 2 of 4

THE PARTIES AGREE AS FOLLOWS:

1. Ownership of Facility

The facility known as Shoreline Pool is owned by the City, but is located on District property.

2. Option To Buy

If the District elects to sell any or all of the property covered by this Addendum during the period of this Agreement, it shall first notify the City. For ninety (90) days thereafter, the City shall have the option to buy the portion of property so at issue. The terms of any purchase by City pursuant to such election shall be as follows

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of property being sold, less the depreciated value of the City's improvements on the parcel being sold.
- (b) Cash at closing;
- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple title.

3. Joint Use

The joint use scheduling representatives shall assure that the District is scheduled 3 hours of time between pool opening and 6 p.m. for swim team practices during the high school swim season. This 3 hours shall be scheduled at least ninety (90) days in advance.

4. Facility or Program Equipment

The District shall furnish and supply all expendable materials and equipment necessary for carrying on District-sponsored activities in Shoreline Pool unless otherwise agreed.

5. User Fees

If space is available, the School District may schedule other activities at the pool beyond the times noted in Section 3 Joint Use. The City will charge the District an hourly rental fee listed in the City's current Fee Ordinance for public school usage rates (S.M.C. 3.01). The City reserves the right to annually revise and evaluate the rates. The City will notify the District in writing of proposed amendments to the Fee Ordinance thirty (30) days before adoption.

Addendum – Shoreline Pool and Shoreline Park
Page 3 of 4

6. Maintenance

The City shall repair, maintain, and generally prepare the facility for all scheduled use.

7. Preparation for Use

The District shall prepare/set-up the facility for its specific activities prior to and during its scheduled use. The District shall clean up and return the facility to its prior condition following its scheduled usage.

8. Supervision

It is also provided that District staff will have authority to supervise student behavior at Shoreline Pool during District usage times. Unless otherwise specifically provided for, the City shall not be responsible for providing lifeguards or other safety personnel and shall not be responsible for supervising student behavior during District usage of the facility. School programs shall be conducted in conformance with the safety regulations adopted by the Washington State Board of Health WAC 246-260-100 (3)(a); (4)(a), (d); (5)(a), (c), (g); and (6)(a), (c) as amended. School District personnel acting as swim or diving coaches may substitute United States Swimming or Diving National Safety Certification.

9. Parking

The District agrees that the parking facilities constructed on the School parcel shall be made available for use to the users of the Shoreline Pool. When parking overflow occurs in the Pool parking lot, the District agrees to allow Pool users access to adjacent Shoreline Center parking (subject to space availability). The City agrees that the parking lot adjacent to the pool may be used for District parking during non-Pool hours, (subject to space availability). Supervision and clean-up of each parking lot is the responsibility of the party using the lot during their scheduled usage time.

10. Facility Development

The City, as the agency responsible for the maintenance of the pool facility, may close the facility for repairs or renovation. The City will provide the District as much notice as possible of such planned closures and will make a good faith effort to minimize the impacts of such closures on District use of the facility. Where the District has been involved in the planning for capital improvements to the pool facility as provided herein, only extraordinary circumstances will justify the failure of the District to provide any requisite authorization for City to complete said improvements that are consistent with the facility's purpose and District's use of the facility. The District further reaffirms its commitment to extend the City's lease of the District land on which a portion of the pool facility rests for a period equal to the reasonably expected life of the pool facility as improved over time.

Addendum – Shoreline Pool and Shoreline Park
Page 4 of 4

11. Insurance

The District's Commercial General Liability policy required under the Insurance paragraph (paragraph 16) of the Joint Use Agreement shall include coverage for use of the Shoreline Pool in an amount not less than \$5,000,000 per occurrence and not less than \$10,000,000 general aggregate.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Approved as to form

BY _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Joan Watt, Superintendent

Approved as to form:

BY _____

Lester "Buzz" Porter, Shoreline School Board Attorney