



AGENDA (Revision 1)

SHORELINE CITY COUNCIL WORKSHOP DINNER MEETING

Monday, January 22, 2007
6:00 p.m.

Shoreline Conference Center
Highlander Room

TOPICS/GUESTS: Kostas Luecker, The Buxton Company

SHORELINE CITY COUNCIL BUSINESS MEETING

Monday, January 22, 2007
7:30 p.m.

Shoreline Conference Center
Mt. Rainier Room

- | | <u>Page</u> | <u>Estimated Time</u> |
|---|-------------|-----------------------|
| 1. CALL TO ORDER | | 7:30 |
| 2. FLAG SALUTE/ROLL CALL | | |
| (a) <u>Proclamation of "Retired Volunteer Appreciation Day"</u> | <u>81</u> | |
| 3. REPORT OF THE CITY MANAGER | | |
| 4. REPORTS OF BOARDS AND COMMISSIONS | | |
| 5. GENERAL PUBLIC COMMENT | | 7:40 |
| <i>This is an opportunity for the public to address the Council on topics other than those listed on the agenda, and which are not of a quasi-judicial nature. The public may comment for up to three minutes; the Public Comment under Item 5 will be limited to a maximum period of 30 minutes. The public may also comment for up to three minutes on agenda items following each staff report. The total public comment period on each agenda item is limited to 20 minutes. In all cases, speakers are asked to come to the front of the room to have their comments recorded. Speakers should clearly state their name and city of residence.</i> | | |
| 6. APPROVAL OF THE AGENDA | | 8:00 |
| 7. CONSENT CALENDAR | | |
| (a) Minutes of Workshop Dinner Meeting of January 8, 2007 | <u>1</u> | |
| (b) Approval of expenses and payroll as of January 11, 2007
in the amount of \$2,269,605.00 | <u>3</u> | |
| (c) Motion to Authorize the City Manager to execute a contract
supplement with Otak, Inc. for professional services in an | <u>5</u> | |

amount not to exceed \$240,000 for the Boeing Creek Park and Stormwater Facility CIP project improvements

- (d) Motion to Authorize the City Manager to Execute a Contract between the City of Shoreline and the Shoreline Historical Museum in the amount of \$63,525 to provide educational and heritage programs for citizens of Shoreline 57
- (e) Motion to Authorize the City Manager to Execute a Contract between the City of Shoreline and the Shoreline-Lake Forest Park Arts Council in the amount of \$63,525 to provide educational and cultural opportunities for the citizens of Shoreline 67

8. NEW BUSINESS

- (a) Proposed Comprehensive Plan Amendment, Form-based Code and Legislative Rezone for the South Aurora Triangle 9 8:05
- (b) Proposed City Hall Delivery Method, Project, and Schedule 27 8:45
- (c) Council Rules of Procedure for Appointment to Boards and Commissions 79

9. ADJOURNMENT

10:00

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

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Proclamation of "Retired Volunteer Appreciation Day"
DEPARTMENT:	CMO/CCK
PRESENTED BY:	Tony Burt, Shoreline Police Chief Leona Obstler, West Police Neighborhood Storefront Officer

PROBLEM/ISSUE STATEMENT:

Shoreline volunteers enhance our quality of life and help us build a sense of community by bringing people together and breaking down barriers. Volunteers demonstrate their commitment to the community by serving as non-paid members of the City's customer service team, giving of their time and talents in furtherance of the City's objectives.

The City of Shoreline is pleased to recognize the many volunteers that have served our community – many of whom have retired from volunteer service. This proclamation recognizes their efforts and proclaims January 22, 2007 as "Retired Volunteer Appreciation Day" in the City of Shoreline.

RECOMMENDATION

No action is required.

Approved By: City Manager ____ City Attorney ____



PROCLAMATION

WHEREAS, Shoreline volunteers enhance our quality of life and help us build a sense of community by bringing people together and breaking down barriers; and

WHEREAS, Shoreline volunteers have dedicated tens of thousands of hours to the City of Shoreline since incorporation in 1995; and

WHEREAS, Volunteers demonstrate their commitment to the community by serving as non-paid members of the City's customer service team, giving of their time and talents in furtherance of the City's objectives; and

WHEREAS, We wish to acknowledge and thank those volunteers who have given their personal time in the interests of their community, especially those that have retired from volunteer service;

NOW, THEREFORE, I, Robert L. Ransom, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim January 22, 2007 as

Retired Volunteer Appreciation Day

and thank our volunteers for their commitment and dedication to the City of Shoreline over the years.

Robert Ransom, Mayor

January 8, 2007

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF WORKSHOP DINNER MEETING

Monday, January 8, 2007
6:00 p.m.

Shoreline Conference Center
Highlander Room

PRESENT: Mayor Ransom, Deputy Mayor Fimia, and Councilmembers Gustafson, Hansen, McGlashan, Ryu, and Way

ABSENT: none

STAFF: Bob Olander, City Manager; Julie Modrzejewski, Assistant City Manager; Joyce Nichols, Communications and Intergovernmental Relations Director

Mayor Ransom called the meeting to order at 6:30 p.m.

Mr. Olander shared information from last week's King County City Manager's meeting where cities discussed lessons learned from the December wind storm. He said Puget Sound Energy (PSE) was especially hard hit because it lost so many of its large transmission towers and had to fix those to be able to begin restoring power to neighborhoods. He identified communication with customers of the electric utilities as an area that both PSE and Seattle City Light (SCL) need to improve. People were frustrated by not knowing when power was likely to be restored.

Next, Mr. Olander reviewed the set-up and operation of the City's Emergency Operations Center (EOC). He said many things went well; and but we have several areas to work on for next time. One area was in centralizing dispatch for service calls so police, fire, and CRT calls do not receive multiple responses. Another area was the need for additional generators for back-up power. Staff will be working on those issues as the debriefing process continues. Mr. Olander also described our "storm watch" procedures in the event we have inclement weather this week.

On another topic, Ms. Modrzejewski discussed the plans for the City Council retreat scheduled for April. She asked Council for its thoughts on issues to consider. Mr. Olander suggested that Council not set new goals in April because we have just begun work on the 2007-08 work plan and goals. He said there were other issues for the retreat that would be valuable, including discussions with staff and reviewing progress on other Council priorities.

Councilmember Way suggested that one day would probably be sufficient since we won't be revising the whole work plan.

January 8, 2007

Ms. Modrzejewski said the dates under consideration are April 20-21 and April 27-28.

Councilmember Ryu noted she's out of town April 27-28. She suggested using a facility in Shoreline, possibly the Shoreline Conference Center.

Mr. Olander suggested reserving a day and a half and seeing if it can be completed in one day.

Councilmember Gustafson suggested the Spartan Recreation Center as the meeting location.

Ms. Modrzejewski asked if the Council has a preference on a facilitator; Michael Pendleton is available for the January 29 retreat, but she asked if Councilmembers had a preference for April.

Councilmember Way suggested Susan Howlett, who has provided consultant services in the areas of grant training and board development.

Deputy Mayor Fimia suggested there be an agreement prior to the retreat on what outcomes the Councilmembers wanted, and an agreement on leaving the 2007-08 goals as-is. She suggested a facilitator work ahead of time on some issues, such as building trust, that would make for a better retreat and outcome.

There was also discussion regarding the January 29 retreat schedule and there was Council consensus to meet from 12 p.m. to 8 p.m. at Spartan Recreation Center, if possible.

Mayor Ransom declared the meeting adjourned at 7:25 p.m.

Joyce Nichols, Communications and Intergovernmental Relations Director

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Expenses and Payroll as of January 11, 2007
DEPARTMENT: Finance
PRESENTED BY: Debra S. Tarry, Finance Director

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$2,269,605.00 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
12/03/06-12/16/06	12/22/2006	17054-17239	5897-5931	31369-31382	\$448,932.99
					<u>\$448,932.99</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
12/28/2006	31357	31368	\$41,308.02
1/5/2007	31383	31388	\$3,462.00
1/9/2007	31389		\$7,745.47
1/9/2007	31390		\$385.00
1/9/2007	31391	31402	\$109,933.18
1/10/2007	31403	31419	\$1,371,114.28
1/11/2007	31420	31444	\$40,733.61
1/11/2007	31445	31466	\$84,771.32
1/11/2007	31467	31487	\$160,392.13
1/11/2007	31488		\$827.00
			<u>\$1,820,672.01</u>

Approved By: City Manager _____ City Attorney _____

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CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to execute a contract supplement with Otak, Inc. for professional services in an amount not to exceed \$240,000 for the Boeing Creek Park and Stormwater Facility CIP project improvements
DEPARTMENT:	Parks, Recreation & Cultural Services; Public Works
PRESENTED BY:	Dick Deal, Director of Parks, Recreation, and Cultural Services Jon Jordan, Capital Projects Manager

INTRODUCTION:

By the fall of 2007, King County will have completed construction of the underground sewer storage pipe in Boeing Creek Park. The City can then begin construction of the Boeing Creek Park and Stormwater Facility improvements. Staff is requesting Council's authorization to complete design of these improvements and produce contract documents for construction in 2008. These improvements are largely funded by revenue from King County as mitigation for the underground sewer storage facility in the northwest corner of Boeing Creek Park and beneath a portion of the stormwater facility.

BACKGROUND:

On May 23, 2005, Council authorized the City Manager to execute contract Supplement No. 2 for the remaining phases of the 3rd Ave NW Drainage Improvement Project with Otak, Inc., for professional services in an amount not to exceed \$175,000 to:

- 1) Develop a conceptual site plan for mitigation improvements (related to the King County sewer project in Boeing Creek Park)
- 2) Complete design modifications for the Boeing Creek Park Stormwater Facility
- 3) Complete the design of a pump station in Pan Terra Pond to reduce flooding at N 183rd and Dayton Place N and downstream in Happy Valley and to evaluate the impact of these improvements on the capacity of the Boeing Creek Park Stormwater Facility

Under Supplement No. 2, staff has:

- 1) Developed a conceptual plan for mitigation improvements in Boeing Creek Park (see Attachment A. Boeing Creek Park Improvements-Conceptual Plan)
- 2) Completed design modifications for the Boeing Creek Park Stormwater Facility to 60% including interim grading and stormwater control in coordination with the King County sewer storage pipe located beneath the stormwater facility
- 3) Designed the Pan Terra Pond and Pump Station to 60% including an evaluation of stormwater flows to the Boeing Creek Park Stormwater Facility

- 4) Participated in joint community meetings with Parks, Recreation and Cultural Services (PRCS) and King County on the conceptual plan for the park mitigation improvements and modified the plan based on feedback from the public and staff

The City Council work plan for 2007-2008 emphasizes the importance to create an “environmentally sustainable community” (Council Goal #6). The City’s Capital Improvement Plan (CIP) identifies two projects in Boeing Creek Park for park and stormwater improvements. These projects, referred to as Boeing Creek Park Improvements and Boeing Creek Park Stormwater Project, are described below and provide opportunities to help reach these goals.

Boeing Creek Park Improvements

Boeing Creek Park offers a unique opportunity to explore 36 acres of natural forest and streams for an enriching outdoor experience. The mitigation funds received from the County provides an opportunity for the City to enhance this experience.

These improvements include:

- On-street parking, pathways, and ADA access
- Trails and stream crossings throughout the park
- A cascading water feature to the stormwater facility
- Benches, landscaping, and a potential single occupancy restroom
- Way-finding and interpretive signage

Boeing Creek Park Stormwater Project

Acting as a pond during storms, the stormwater facility serves a vital function retaining runoff from homes, businesses and streets in the area. Stormwater is retained in the pond and drains into Boeing Creek through a flow control structure. The pond protects the neighborhood, Boeing Creek and Hidden Lake during storms.

These modifications will:

- Increase capacity of the stormwater facility to mitigate for peak flows from the 3rd Avenue NW Drainage Improvements and future improvements at Pan Terra Pond
- Add landscaping with native vegetation for wildlife habitat, to help filter pollutants from stormwater, and to help the stormwater facility blend with the park environment

PROBLEM/ISSUE STATEMENT:

Supplement No. 3 is a continuation and extension of the work authorized in supplement No. 2 with the exclusion of the Pan Terra Pond and Pump Station project which is on hold pending completion of the downstream improvements to the Boeing Creek Park Stormwater Project. This contract supplement will complete the design and produce construction documents for both CIP projects. These will be designed and constructed as one project.

By the fall of 2007, King County will have completed construction of the underground sewer storage pipe in Boeing Creek Park thereby making way for the City to construct these improvements. Completing design in 2007 will enable the City to begin construction in 2008.

FINANCIAL IMPACT:

The budget for the Boeing Creek Park Improvements Project is \$2 million. Of this, \$1.1 million was provided by King County to the City of Shoreline as mitigation for sewer project impacts to the park related to the County's Hidden Lake Pump Station/Boeing Creek Trunk Sewer Upgrade project. The County paid an additional \$87,400 for the permanent easements in Boeing Creek Park and Boeing Creek Open Space.

Project Cost	Amount
Design of Park Improvements	\$230,000 estimate
Design of Stormwater Modifications	\$180,000 estimate
Construction of Park Improvements	\$920,000 estimate
Construction of Stormwater Modifications	\$650,000 estimate
Total	\$1,980,000

Revenue Sources	Amount
Surface Water & General Capital Funds	\$863,370
King County Mitigation & Easements	\$1,187,400
Total	\$2,050,700
Balance	\$70,700

NEXT STEPS:**Schedule:**

Design: 2007 Q1 – Q4

With Council's authorization, the design phase will begin this winter and will include more public input early in 2007 to help refine the design. Final design will be complete by fall of 2007 and then advertised for bids. The Parks Board and City Council will approve the final design prior to construction.

Construction 2008 Q1 – Q3

Construction of park improvements will occur in 2008 following completion of the County's project. Work in the stormwater facility will occur during the "dry season" (July – September).

RECOMMENDATION

Staff requests that Council authorize the City Manager to execute contract supplement (Supplement No. 3) with Otak, Inc. for professional services in an amount not to exceed \$240,000 for the Boeing Creek Park Improvements and Boeing Creek Park Stormwater Project.

Approved By:

City Manager 

City Attorney 

Attachments:

A. Boeing Creek Park Improvements – Conceptual Plan



Boeing Creek Park Improvements (Conceptual Plan)



CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Shoreline Historical Museum Contract 2007
DEPARTMENT: Parks, Recreation & Cultural Services
PRESENTED BY: Lynn M. Cheeney, Recreation Superintendent

PROBLEM/ISSUE STATEMENT:

The City Council authorized \$63,525 in the 2007 Parks, Recreation and Cultural Services budget for the Shoreline Historical Museum to provide educational and heritage opportunities for citizens of Shoreline.

Language in the contract has been revised to be in compliance with the Washington Cities Insurance Authority.

City purchasing policies require contracts exceeding \$50,000 to be reviewed and approved by Council action.

FINANCIAL IMPACT

The contract was anticipated and included in the 2007 Parks, Recreation and Cultural Services Department budget.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute a contract between the City of Shoreline and the Shoreline Historical Museum in the amount of \$63,525 to provide educational and heritage programs for citizens of Shoreline.

Approved By:

City Manager



City Attorney



INTRODUCTION

The City of Shoreline has contracted with the Shoreline Historical Museum since 1996. Funding is allocated in the Parks, Recreation and Cultural Services budget.

BACKGROUND

The Shoreline Historical Museum will provide the following heritage and education programs for the City of Shoreline residents under this contract:

- Museum Exhibits
- Lectures
- Tours and related programs

Historic Preservation Research: Services provided year-round for citizens and community groups.

Traveling Exhibits – Outgoing: Provide three different traveling exhibits, available to other museums, schools and/or other organizations.

The Museum facility will be open year-round, with typical hours being Tuesday through Saturday 10:00 a.m. – 4 p.m. Archives open to public each Wednesday from 10:00 a.m. – 1:00 p.m. Special tours and related research to be available by appointment.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute a contract between the City of Shoreline and the Shoreline Historical Museum in the amount of \$63,525 to provide educational and heritage programs for citizens of Shoreline.

ATTACHMENTS

- A. Contract with Shoreline Historical Museum



Contract No. 4151
Brief Description Shoreline Historical Museum

CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and Shoreline Historical Museum, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to provide educational and cultural services for its citizens; and

WHEREAS, the City has selected Shoreline Historical Museum to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$63,526 including all fees and reimbursable expenses.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The Consultant shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. Term and Time of Completion.

- A. The term of this Agreement shall commence January 1, 2007 and ends at midnight on the 31st day of December, 2007.
- B. The work, as described in Exhibit A, will be scheduled for completion by no later than the 31st day of December, 2007.

4. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 60 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

6. Independent Contractor Relationship.

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

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City and its officers, agents, employees and volunteers harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors, or omissions of the Consultant, its agents or employees in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) City shall be an additional insured and Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability insurance appropriate to Consultant's profession with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

If initialed, above insurance requirement is waived.

_____ City Attorney

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

If initialed, above insurance requirement is waived.

_____ City Attorney

- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage.

If initialed, above insurance requirement is waived.

_____ City Attorney

9. Delays.

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

10. Successors and Assigns.

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

11. Nondiscrimination.

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

12. Notices.

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

Robert Orlander
City Manager
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

Consultant Name: Victoria Stiles
Name of Firm: Shoreline Historical Museum
Address: 749 N 175th Street
Address: Shoreline, WA 98133
Phone Number: (206) 542-7111

13. Governing Law and Venue.

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

14. General Administration and Management.

The City's contract manager shall be (name and title): Lynn M. Cheeney, Recreation Superintendent

15. Severability.

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

16. Entire Agreement.

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

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____
Name: Robert Olander
Title: City Manager

By: _____
Name: Victoria Stiles
Title: Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Flannary P. Collins
Assistant City Attorney

Attachments: Exhibits A, B, C, D, E

**EXHIBIT A
CITY OF SHORELINE
SCOPE OF WORK AND COMPENSATION**

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

Shoreline Historical Museum

1. The Shoreline Historical Museum agrees to provide the following heritage programs for City of Shoreline residents:
 - Museum exhibits – 3 rotating exhibits
 1. Contagions and Cure: Tuberculosis and the Firland Sanatorium
 2. History & Racing on Aurora
 3. Toy Store – the Museum Toy Collection
 - Lectures – Approximately 6 lectures per year.
 - Tours and related programs – Approximately 30 to 50 tours per year, plus monthly hands-on days and Passport to History..

Historic Preservation Research

Services provided year-round for citizens and community groups.

Traveling Exhibits – Outgoing

Provide three different traveling exhibits, available to other museums, schools and/or organizations.

2. Janitorial services will be performed at least twice per week.
3. The Museum facility will be open year-round, with typical hours being Tuesday through Saturday 10 a.m. to 4 p.m. Archives open to public each Wednesday from 10:00 a.m. to 1:00 p.m. Special tours and related research to be available by appointment. Unscheduled programming to include both outreach and site-based lectures and oral histories.
4. A Bill Voucher (Exhibit B) shall be submitted each quarter. Requests are to be submitted at the end of March, June, September and November. A completed Program Attendance Form(Exhibit D) must accompany each Billing Voucher. A Taxpayer Identification Number (Exhibit C) must be submitted prior to any requests for funds.
5. In an effort to increase program publicity, Museum Director will provide information and photos on upcoming activities for submittal in the PRCS Recreation Guide. PRCS staff will notify Museum Director well in advance of deadlines.

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

Contract No. _____

Firm Name: Shoreline Historical Museum

Mailing Address: 749 N 175th Street Shoreline, WA 98133

Invoice No.: _____	Invoice Date: _____
Amount of Invoice \$ _____	

Contract Expiration Date: December 31, 2007 Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount, (including amendments)	\$ <u>63,525</u>	
Previously Billed		\$ _____
Current Invoice Request		\$ _____
Total Payments Requested to date	\$ _____	
Contract Balance Remaining	\$ _____	

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

<i>For Department Use Only</i>	
Approved for Payment:	
_____ City of Shoreline	Date: _____

EXHIBIT C
CITY OF SHORELINE
TAX IDENTIFICATION NUMBER

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Agency

_____ Individual/Proprietor _____ Other (please explain)

TIN # _ _ -

SS # _ _ - _ - _ - _ -

Print Name: _____

Print Title: _____

Business Name: Shoreline Historical Museum

Business Address: _____

Business Phone: _____

Date

Authorized Signature (required)



Parks, Recreation and Cultural Services

PROGRESS
REPORT

EXHIBIT D
PROGRAM ATTENDANCE

The purpose of this report is to provide the City of Shoreline with the numbers of Shoreline residents who are benefiting from these services.

1 Contract #: _____ Program Title: _____ Date: _____														
2 PROGRAM ATTENDANCE														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Year to Date	Goal
Total Attendance														
Number of Shoreline Residents in Attendance														
PROGRAM EVALUATION: Please include any comments or observations regarding audience or program participants served.														

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorize City Manager to execute a contract between the City of Shoreline and the Shoreline-Lake Forest Park Arts Council
DEPARTMENT: Parks, Recreation and Cultural Services Department
PRESENTED BY: Lynn Cheeney, Recreation Superintendent

PROBLEM/ISSUE STATEMENT:

The City Council authorized \$63,525 in the 2007 Parks, Recreation and Cultural Services budget for the Shoreline-Lake Forest Park Arts Council to provide educational and cultural opportunities for citizens of Shoreline. These include but are not limited to Concerts in the Parks, Arts in Culture Series, Children's Series and the Shoreline Arts Festival.

City purchasing policies require contracts exceeding \$50,000 to be reviewed and approved by Council action.

FINANCIAL IMPACT:

This contract was anticipated and included in the 2007 budget.

RECOMMENDATION

Staff recommends City Council to authorize the City Manager to execute a contract between the City of Shoreline and the Shoreline Lake Forest Park Arts Council in the amount of \$63,525 to provide educational and cultural opportunities for the citizens of Shoreline.

Approved By:

City Manager  City Attorney 



Contract No. 4152

Brief Description Shoreline-Lake Forest Park Arts Council

CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and Shoreline-Lake Forest Park Arts Council, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to provide educational and cultural services for its citizens; and

WHEREAS, the City has selected Shoreline-Lake Forest Park Arts Council to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$63,526, including all fees and reimbursable expenses.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The Consultant shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. Term and Time of Completion.

- A. The term of this Agreement shall commence January 1, 2007 and ends at midnight on the 31st day of December, 2007.
- B. The work, as described in Exhibit A, will be scheduled for completion by no later than the 31st day of December, 2007.

4. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 60 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

6. Independent Contractor Relationship.

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

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City and its officers, agents, employees and volunteers harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors, or omissions of the Consultant, its agents or employees in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) City shall be an additional insured and Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability insurance appropriate to Consultant's profession with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

If initialed, above insurance requirement is waived.

_____ City Attorney

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

If initialed, above insurance requirement is waived.

_____ City Attorney

- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage.

If initialed, above insurance requirement is waived.

_____ City Attorney

9. Delays.

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

10. Successors and Assigns.

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

11. Nondiscrimination.

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

12. Notices.

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

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

Consultant Name: Executive Director
Name of Firm: Shoreline-Lake Forest Park
Arts Council
Address: PO Box 55354
Address: Shoreline, WA 98155
Phone Number: (206) 417-4645

13. Governing Law and Venue.

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

14. General Administration and Management.

The City's contract manager shall be (name and title): Lynn M. Cheeney, Recreation Superintendent

15. Severability.

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

16. Entire Agreement.

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

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____
Name: Robert Olander
Title: City Manager

By: _____
Name: _____
Title: Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Flannery P. Collins
Assistant City Attorney

Attachments: Exhibits A, B, C

**EXHIBIT A
CITY OF SHORELINE
SCOPE OF WORK AND COMPENSATION**

17544 Midvale Ave., N., Shoreline, WA 98133

(206) 546-1700 ♦ Fax (206) 546-7870

Shoreline-Lake Forest Park Arts Council

1. The Shoreline-Lake Forest Park Arts Council agrees to provide the following cultural programs and community outreach for the city of Shoreline citizens:

Shoreline Arts Festival

Two-day summer event presenting a wide variety of arts for all ages, including visual, performing, cultural and literary event, activities, exhibits, and programs.

Concerts/Performances in the Parks

Six evening summer concerts/performances in Shoreline parks.

Arts in Cultural Series

Adult/family series featuring a minimum of four different performances events during the fall, winter and spring.

Children's Series

Children's/family series featuring a minimum of three different performance events during the winter and spring.

Community Outreach

Includes responding to and working with a variety of community organizations on arts related projects.

2. The Shoreline Lake Forest Park Arts Council agrees to contract with performers of the City's choosing for the following City events:

Celebrate Shoreline

One performance at the City's Celebrate Shoreline festival for five hundred dollars (\$500).

Hamlin Haunt

One evening performance at the City's Hamlin Haunt Halloween event for three hundred dollars (\$300).

3. The Shoreline Lake Forest Park Arts Council agrees to comply with all City regulations.
4. Identify the city of Shoreline as the primary "co-sponsor" of these program, defined as follows:

- A. For all printed program promotional materials, appropriately list the words, "with support from the City of Shoreline." Separate listing will include City logo and

standard phrasing. Printed program promotional materials shall include, but not limited to, posters, signs, flyers, newsletter listing, media advertising, etc. The City recognizes that publications of articles may be subject to edits by the new media, but that the Shoreline-Lake Forest Park Arts Council will make every attempt to acknowledge the City by name.

- B. Inclusion, when appropriate, of the City's name in City-funded programs in Public Service Announcements, and any other non-print media.
 - C. Display of City's identification banner at outdoor events and easel and signage for use at indoor events.
-
- 5. A Bill Voucher (Exhibit B) shall be submitted each quarter. Requests are to be submitted at the end of March, June, September and November. A completed Program Attendance Form(Exhibit D) must accompany each Billing Voucher. A Taxpayer Identification Number (Exhibit C) must be submitted prior to any requests for funds.
 - 6. In an effort to increase program publicity, Shoreline Lake Forest Park Arts Council Executive Director will provide information and photos on upcoming activities for submittal in the PRCS Recreation Guide. PRCS staff will notify Executive Director well in advance of deadlines.
 - 7. The Arts Council agrees to allow the City of Shoreline the use of the Showmobile for City sponsored events at no cost to the City.
 - 8. The City agrees to provide in-kind labor from the Parks, Recreation and Cultural Services Department to assist with the transportation, set-up and take down of the Showmobile for Arts Council events in the City of Shoreline . The City will not transport the Showmobile for non-city or non-arts council events.

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

Contract No. _____

Firm Name: Shoreline-Lake Forest Park Arts Council

Mailing Address: PO Box 55354 Shoreline, WA 98155

Invoice No.: _____	Invoice Date: _____
Amount of Invoice \$ _____	

Contract Expiration Date:: December 31, 2006 Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount, \$ _____
(including amendments)

Previously Billed

\$ _____

Current Invoice Request

\$ _____

Total Payments Requested to date \$ _____

Contract Balance Remaining \$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

For Department Use Only

Approved for Payment:

Date: _____

City of Shoreline

EXHIBIT C
CITY OF SHORELINE
TAX IDENTIFICATION NUMBER

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Agency

_____ Individual/Proprietor _____ Other (please explain)

TIN # _____

SS # _____ - _____ - _____

Print Name: _____

Print Title: _____

Business Name: Shoreline-Lake Forest Park Arts Council,

Business Address: PO Box 55354 Shoreline, WA 98155

Business Phone: (206) 417-4645

Date

Authorized Signature (required)

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

Contract No. _____

Firm Name: Shoreline Historical Museum

Mailing Address: 749 N 175th Street Shoreline, WA 98133

Invoice No.: _____ Invoice Date: _____

Amount of Invoice \$ _____

Contract Expiration Date: December 31, 2007 Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount, \$ 63,525
(including amendments)

Previously Billed \$ _____

Current Invoice Request \$ _____

Total Payments Requested to date \$ _____

Contract Balance Remaining \$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

For Department Use Only

Approved for Payment:

City of Shoreline

Date: _____

EXHIBIT C
CITY OF SHORELINE
TAX IDENTIFICATION NUMBER

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Agency

_____ Individual/Proprietor _____ Other (please explain)

TIN # __ -

SS # ____ - ____ - ____

Print Name: _____

Print Title: _____

Business Name: Shoreline Historical Museum

Business Address: _____

Business Phone: _____

Date

Authorized Signature (required)

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Proposed Comprehensive Plan Amendment, Form-based Code and Legislative Rezone for the South Aurora Triangle
DEPARTMENT:	Planning and Development Services
PRESENTED BY:	Joseph W. Tovar, FAICP, Director Planning and Development Services

PROBLEM/ISSUE STATEMENT:

The City Council approves the docket of proposed comprehensive plan amendments once a year. This year, there is only one privately sponsored proposed comp plan amendment, which will be presented for Council's docketing consideration in February. The only staff-initiated comprehensive plan amendment which we would like you to docket at this time concerns the part of the City that is bound by N. 145th Street on the south, Aurora Avenue N. on the east, and the Interurban Trail on the northwest (hereafter referred to as the South Aurora Triangle or SAT)

It is the purpose of this staff report to explain the location, rationale, and objectives for the staff's recommendation that the Council docket the South Aurora Triangle subarea plan. Council is not asked at this time to render a final judgment about the merits or details of the proposed plan amendment (or the proposed accompanying zoning amendments). Rather, this is only the docketing decision. It will be necessary to include this item on the docket in order for the staff to move the proposal forward with further refinement of code text, SEPA compliance, Department of Community, Trade and Economic Development (DCTED) notification, and the public process, including a public hearing by the Planning Commission. The proposed amendments, or variants thereon, would only be approved by the City Council after that lengthy public process and assuming that when all the facts are assembled the Council then decides to adopt the proposed amendments.

These proposed plan and zoning amendments have been formulated by the staff in response to a variety of factors. First, the City's Economic Development Strategy, and several comprehensive plan policies, call for higher residential densities within the Aurora Corridor. Second, major capital improvement projects are nearing completion on two legs of the SAT; namely, mile one of the Aurora project and the connecting bridges of the Interurban Trail. Third, mixed-use and higher density developments in Lake City, and specific inquiries from developers and Aurora property owners in Shoreline, suggest that the market will support

larger projects than we have seen in Shoreline thus far. Fourth, the City Council has expressed an interest in utilizing innovative techniques such as form-based codes to improve the quality and character of new development while making the process more timely, fair, and predictable for both existing residents and property developers.

The City has the authority under the Growth Management Act to adopt subarea plans (RCW 36.70A.080(2)), and innovative land use management techniques (RCW 36.70A.090). Although not specifically named in the GMA, a form-based development code would clearly constitute an "innovative land use management technique."

The staff-proposed plan amendment would designate the "South Aurora Triangle" as a subarea on Fig. LU-1 in the Comprehensive Plan. The plan presently shows these areas for commercial and mixed use, which would cover the range of retail, restaurant, office, and residential. The primary thrust of the new plan designation would be to set the policy framework for the mixed use, form-based, design standard regulations that would accompany the plan amendment.

The proposed zoning map amendment would replace the current "Regional Business" and "High Density/48 units per acre" designations (See Ex. D) with a new zoning district titled "FBC-1." These changes are proposed only for the South Aurora Triangle. The specific details of the text for the FBC-1 zone are still being developed, but the major components would include:

- Broad categories of retail, restaurant, and office uses are permitted outright
- Residential uses also are permitted outright, but with the traditional limits on individual unit size and site density removed
- A floor area ratio to cap building bulk while still allowing design flexibility and variety from parcel to parcel
- A maximum building height of twelve floors (as opposed to the six now allowed)
- Site design requirements such as landscaping and through-block pedestrian linkages between Aurora and the Interurban Trail
- Street-wall build-to requirements along Aurora and setback lines along the Interurban Trail
- Architectural building design standards including elements to create human scale
- Potential for requiring that projects acquire transferred development rights to achieve the top floor(s) in multi-story buildings

Much has been written about "form-based codes" and similar innovative zoning techniques. Their basic premise is that a community's interests are better served with regulations that place primary focus on the physical form, bulk, shape and design characteristics of new development rather than the traditional focus on

land use categories. Land use is not ignored in a form-based code, but instead is regulated using broad parameters (e.g., listing "retail" as a broad category of permitted uses rather than listing only some of the dozens of variants on retail found in most traditional zoning codes). Such an approach better responds to market economics, while still affording the opportunity to prohibit undesirable uses.

I have personal experience writing form-based and design-oriented codes, first in Kirkland, more recently in Covington. I would be the primary author of the proposed text for the "FBC-1" zone. Assuming the Council approves docketing the plan amendments, I would have the proposed companion FBC-1 zoning text ready by the end of February, satisfy DCTED notice and SEPA requirements for both the plan and zoning amendments in March, and reach the Planning Commission for public hearing in April or June. Council could see a recommendation shortly thereafter.

Incidentally, the subject of form-based codes will be addressed as one of the first topics in the "Shoreline Speaker Series" that launches in February. First up will be Mr. Mark Hinshaw, nationally recognized urban design expert and *Seattle Times* columnist, who will provide an overview of the "state of the art" of land development and community design, illustrating his points with many specific examples from communities throughout the region and country.

FINANCIAL IMPACT: There are no financial impacts of this council action. The necessary staff work can be undertaken with present budget resources.

RECOMMENDATION:

The staff recommends that the City Council authorize the inclusion in the Comprehensive Plan docket the staff-drafted proposed map and text amendments for the South Aurora Triangle area as shown in Exs. "G" and "H."

Attachments

- Ex. "A" - Existing Future Comprehensive Plan Map
- Ex. "B" - Detail of Existing Comp Plan in the South Aurora Triangle
- Ex. "C" - Existing Comp Plan Policies LU 14, LU 17, LU 18, LU 19, LU 21, LU 22, LU 25, LU 29, LU 30, LU 34, and LU 36 on pages 29-32
- Ex. "D" - Existing Zoning Map (with SAT shown in broken line)
- Ex. "E" - Topography
- Ex. "F" - Aerial Photograph
- Ex. "G" - Proposed amended Comprehensive Plan Map
- Ex. "H" - Proposed new Comprehensive Plan Text regarding the South Aurora Triangle
- Ex. "I" - Proposed amended Zoning Map showing new "FBC-1" zoning district bound by N 145th Street, Aurora Ave N., and the Interurban Trail.

Approved By:

City Manager 

City Attorney 

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**Point Wells
Potential
Annexation
Area**

Woodway

Edmonds

Mountlake Terrace

Lake Ballinger

StreetBock #s

**City of Shoreline
COMPREHENSIVE PLAN**

Representation of Official
Land Use Map Adopted By
City Ordinance No. 292 and 388.

Legend

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Community Business
- Regional Business
- Public Facilities
- Single Family Institution
- Special Study Area
- Ballinger Special Study Area
- Briarcrest Special Study Area
- North City Business District
- Paramount Special Study Area
- Private Open Space
- Public Open Space

0 500 1,000 2,000 Feet

This map is NOT an official map. No warranty
is made concerning the accuracy, currency,
or completeness of data depicted on this map.

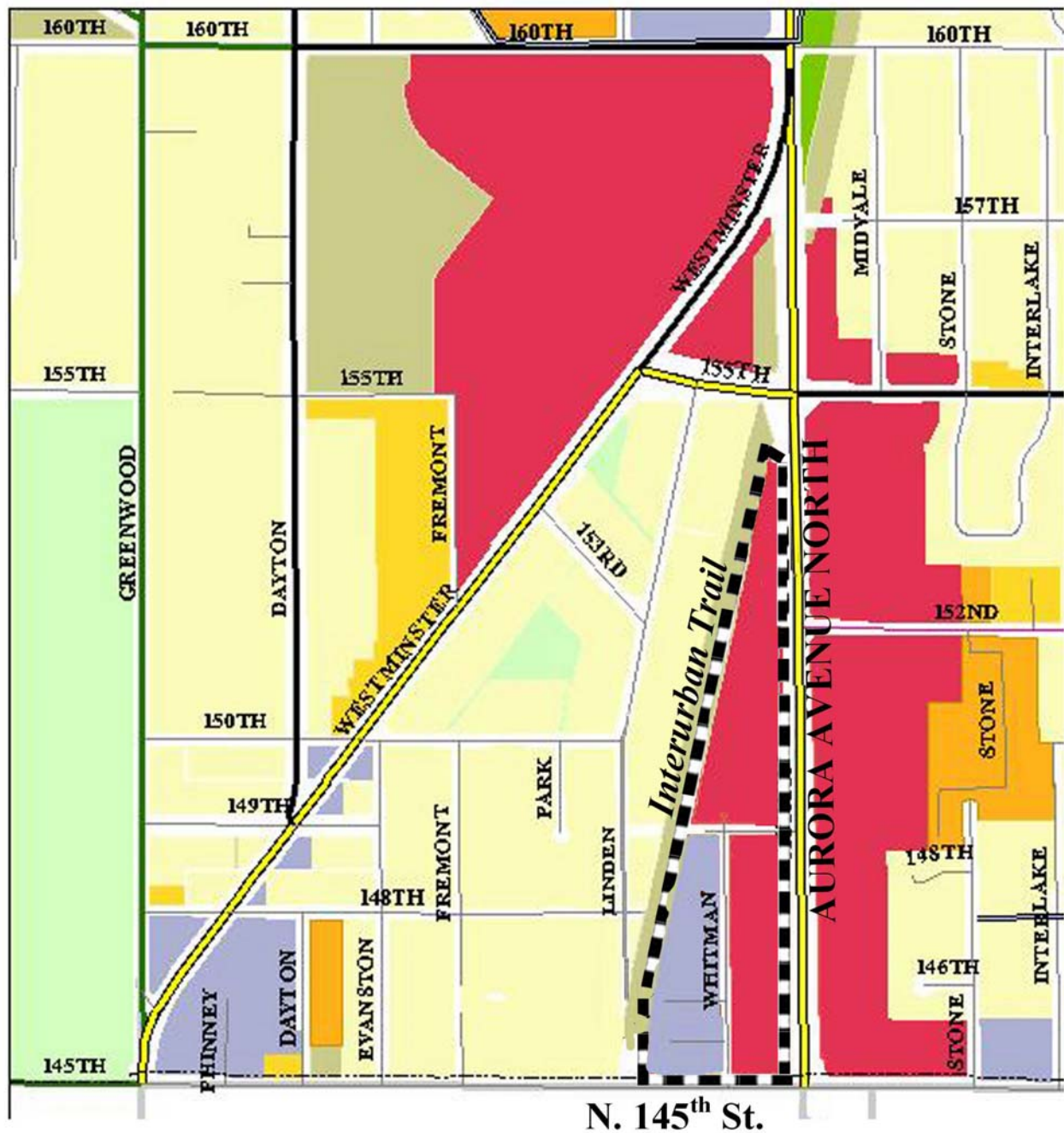
Filename: I:\paramount\luc\GIS\lucmap\lucmap.mxd 04/11/2010

**Comprehensive Plan
Land Use**

Figure LU-1 : Comprehensive Plan Land U

Exhibit A

EXHIBIT A



EXISTING
COMPREHENSIVE PLAN
LAND USE MAP

(PORTION OF FIG. LU-1)

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Community Business
- Regional Business
- Public Facility

Exhibit B

Land Use Element – Goals & Policies

- building height
- bulk and scale
- type and number of accessory buildings
- pervious and impervious surface coverage
- lot coverage by buildings
- setbacks for front, back and side yards
- storm water runoff
- provision of public sewers and water
- limits on outside storage of more than one inoperative vehicle
- landscaping
- privacy and defensible space
- attractive street frontage
- screening of on site storage of recreational vehicles and boats
- landscaping
- compatibility with neighborhood character

LU11: Allow detached or attached accessory dwelling units associated with single family detached houses with the following considerations:

- one accessory dwelling unit per lot
- the applicant constructs satisfactory stormwater mitigation as defined in the Municipal Code
- owner must occupy one of the units
- cannot be larger than 50% of the living area of the main unit
- one additional off-street parking space must be provided

LU12: The Medium Density Residential land use designation is intended for areas currently developed with medium density residential dwelling uses; and to areas where single family detached dwelling units might be redeveloped at slightly higher densities; and to areas currently zoned for medium density residential. Single family dwelling units, duplexes, triplexes, zero lot line houses, townhouses and cottage housing will be permitted. Apartments will be allowed under certain conditions.

The permitted base density for this designation may not exceed 12 dwelling units per acre unless a neighborhood plan, subarea plan or special district overlay plan/zone has been approved. Appropriate zoning for this designation is R-8 or R-12 Residential.

LU13: Encourage the integration of public open spaces into residential neighborhoods, (including small pocket parks) and protection of existing stands of trees and vegetation which serve as buffers.

LU14: The High Density Residential designation is intended for areas near employment and commercial areas; where high levels of transit service are present or likely; and areas currently zoned high density residential. This designation creates a transition between high intensity uses, including commercial uses, to lower intensity residential uses. All residential housing types are permitted.

The permitted base density for this designation will not exceed 48 dwelling units per acre unless a neighborhood plan, subarea plan or special district overlay plan

has been approved. Appropriate zoning for this designation is R-12, R-18, R-24 or R-48 Residential.

- LU15:** Periodically review new multifamily residential development and redevelopment standards adopted by the City to ensure that the standards:
- preserve and/or enhances existing vegetation, including trees;
 - includes architectural/design features, such as building modulation, porches, balconies, window treatment, to enhance the existing community character and improve street frontage;
 - address siting that protects the natural environment (e.g. habitat areas, site terrain, wetlands);
 - respect adjacent development by providing setbacks, height reductions and/or buffers for lesser densities;
 - provide an attractive street frontage;
 - cluster on site to provide the maximum open space, including recreation and/or play areas and other amenities available to residents;
 - provide for privacy between units;
 - provide for ground orientation and/or usage for all units;
 - provide for on-site, screened parking for vehicles which is not located in front yard setback areas;
 - screen any onsite storage for recreational vehicles;
 - do not allow for outside storage of more than one inoperative vehicle;
 - provide pedestrian connections within project and to adjacent uses such as bike lanes and walking trails; and
 - screen loading and unloading areas.

- LU16:** Allow clustering of residential units to preserve open space and reduce surface water run-off. Specific limitations or incentives for clustering will be established in the zoning code to assure that clustered development will be compatible with the surrounding land uses and consistent with the underlying zoning.

Mixed Use Land Use

- LU17:** The Mixed Use designation applies to a number of stable or developing areas and to the potential annexation area at Point Wells. This designation is intended to encourage the development of pedestrian oriented places, with architectural interest, that integrate a wide variety of retail, office and service uses with residential uses.

Appropriate zoning designations for the area include, Neighborhood Business, Community Business, Office, Regional Business, Industrial, R-8, R-12, R-18, R-24 and/or R-48.

Commercial Land Use

- LU18:** The Community Business designation applies to areas within the Aurora Corridor, North City and along Ballinger Road. This designation provides for retail, office and service uses and high density residential uses. Significant pedestrian connection and amenities are anticipated. Some limited industrial uses might be

allowed under certain circumstances. Appropriate zoning designations for this area might include the Neighborhood Business, Community Business, Regional Business, Office, R-12, R-18, R-24, or R-48.

LU19: The Regional Business designation applies to an area within the Aurora Corridor north of N 185th St. and south of N 192nd St. This designation provides for retail, office, service, high density residential and some industrial uses. Significant pedestrian connection and amenities are anticipated. Appropriate zoning designations for this area include Community Business, Office, Regional Business, Industrial, R-12, R-18, R-24 or R-48.

LU20: Provide public investment and priority services to specified neighborhood and community business areas to increase their overall economic health through methods such as:

- organizational development of merchants association
- coordinated permit review for new development
- coordinated land use planning and subarea planning for business and neighborhood areas
- Metro King County transit improvements
- transportation and traffic improvements
- pedestrian and bicycle improvements
- aesthetic improvements such as street trees and street furniture
- enhanced business area image
- community-building through events and celebrations
- an area-specific planned action environmental review
- a "Main Street Program" approach, if suitable

LU21: Ensure vital and attractive commercial areas through a public/private investments including:

- pedestrian amenities and street aesthetics, such as trees, benches, etc.
- adequate transportation services such as bus routes, parking, roads, loading and delivery zones, bicycle and pedestrian routes
- public spaces such as plazas, pocket parks, intersection treatments and amenities, and public squares
- appropriate signage excluding billboards
- transportation demand management programs such as carpooling and bus usage
- gateway treatments and public art

Public involvement will be required.

LU22: Provide incentives such as increased height and bulk up to 30% of allowed floor area ratio if a development provides at least three of the following:

- public plaza with landscaping
- landscaping which exceeds requirements by 30% or more
- pocket parks available for the public and maintained by the commercial development
- substantial public amenities such as art, exceptional street treatment through furniture, fountains, or public informational kiosks
- architectural features such as clock towers, facade treatments, distinctive building entrances, public meeting rooms and gathering spaces

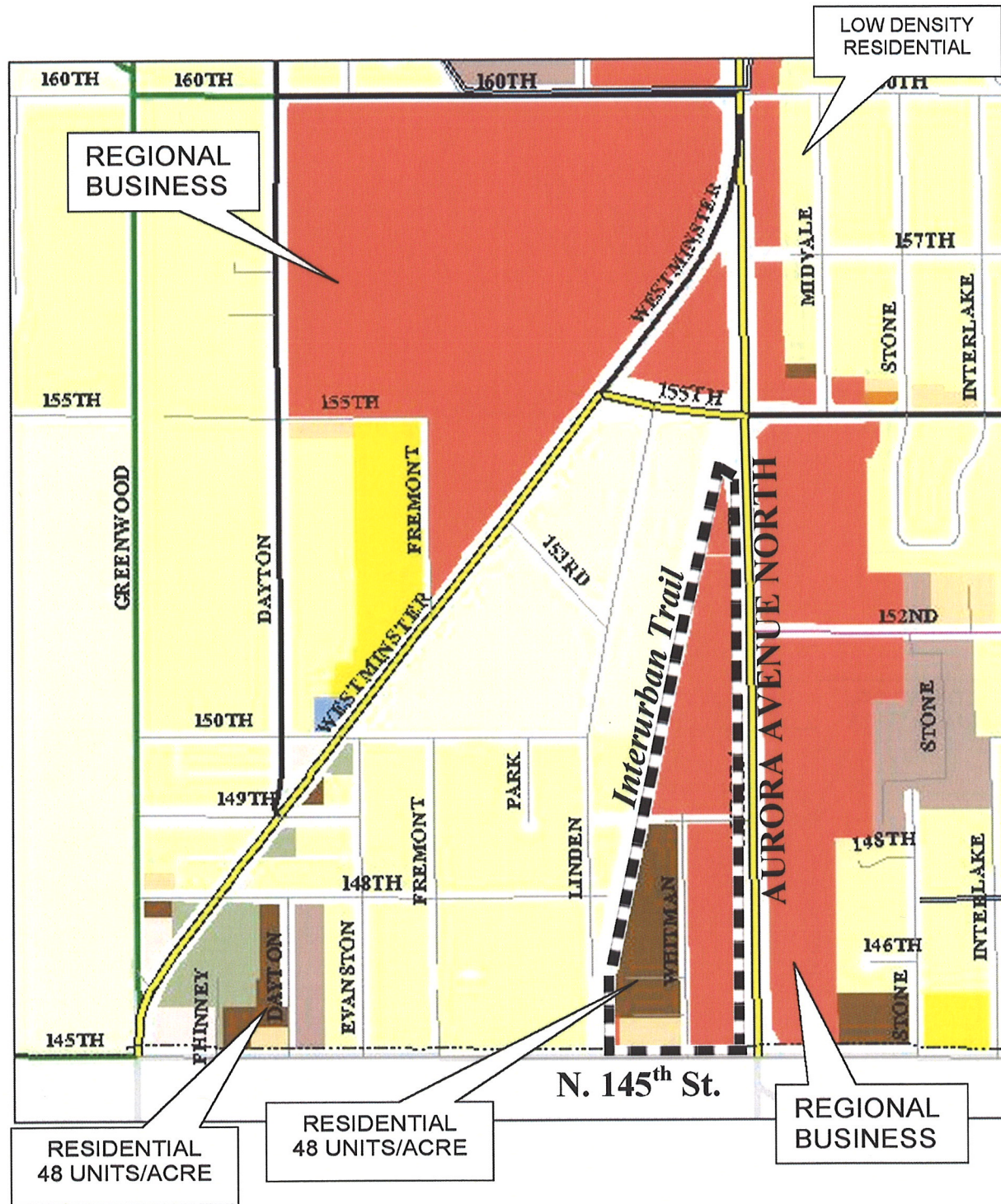
Public involvement will be required.

Industrial Land Use

- LU23:** Ensure that existing industrial uses adjacent to I-5 derive access from that highway and mitigate their impacts on the adjacent land uses and City streets.
- LU24:** Support a development review process for additions or enlargements to existing industrial uses that:
- includes a public review process
 - protects environmental quality
 - mitigates potential impacts on utility and capital facilities
 - provides for an efficient and timely review process

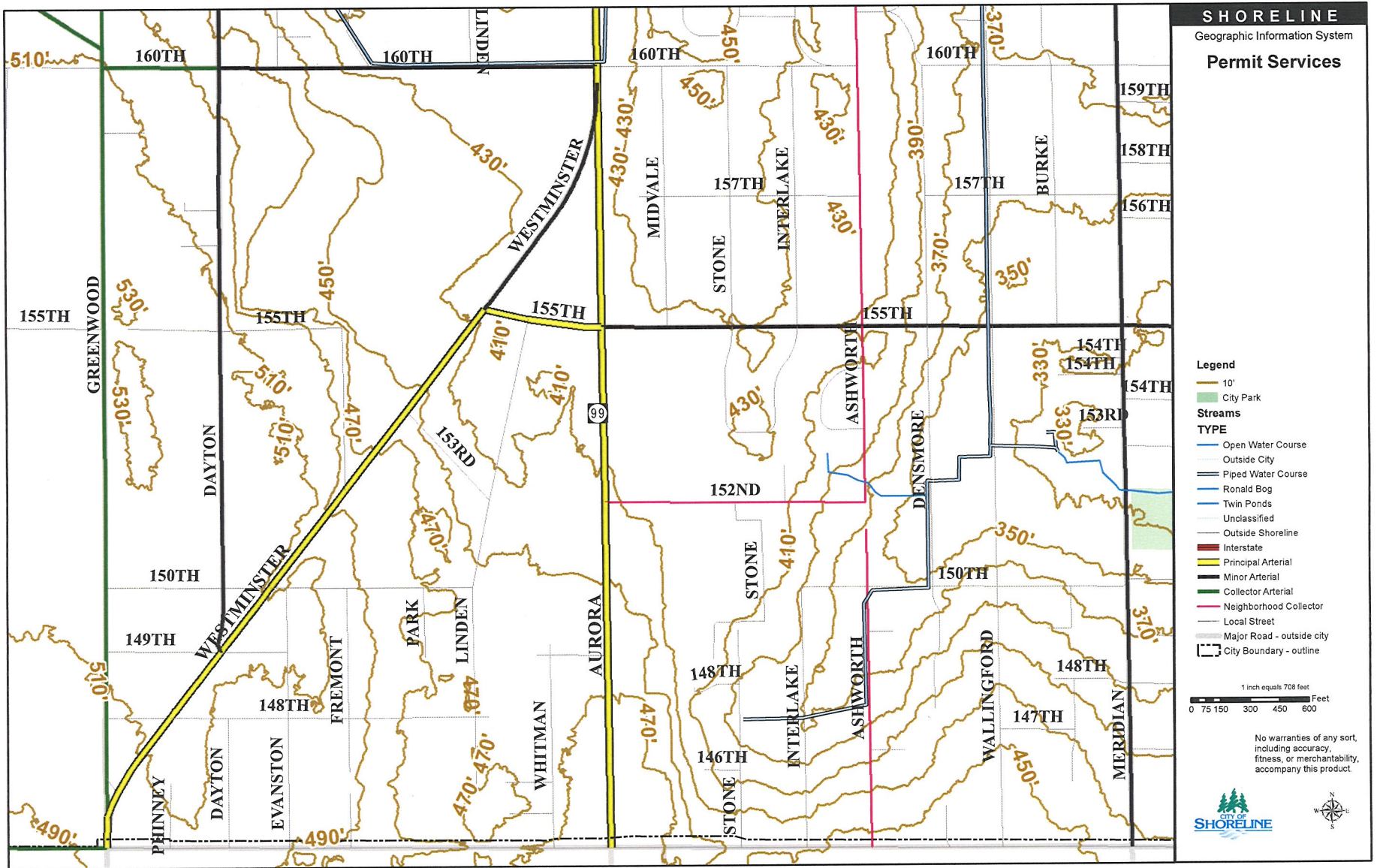
Aurora Corridor

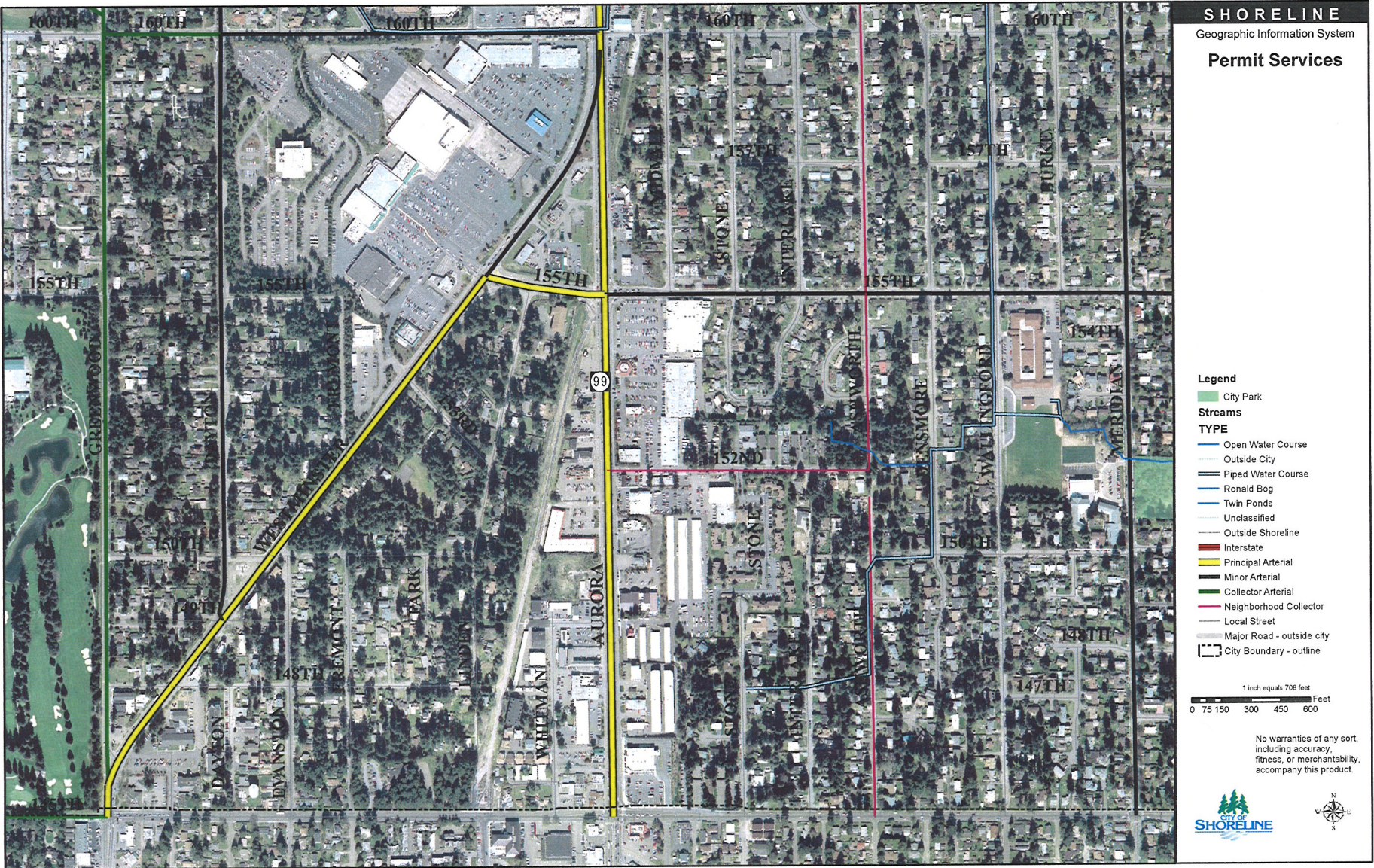
- LU25:** Pursue opportunities to improve the City's image by creating a sense of place on the Aurora Corridor for doing business and attracting retail activity.
- LU26:** Include parks and open space in the Aurora Corridor plan.
- LU27:** Ensure that street design and urban design is distinctive in the center part of the Aurora Corridor, from 175th through 185th.
- LU28:** Encourage the redevelopment of key, underused parcels through incentives and public/private partnerships.
- LU29:** Create opportunities to stimulate development of a "showcase" example and template for future development.
- LU30:** Encourage a mix of residential and commercial development in close proximity to create retail synergy and activity.
- LU31:** Protect adjacent single-family neighborhoods from traffic, noise, crime, and glare impacts of the Corridor through design standards and other development criteria.
- LU32:** Seek shuttle transit service for the Corridor.
- LU33:** Negotiate with Seattle City Light and work with City Light Right-of-Way leaseholders to obtain an easement to develop a non-motorized Interurban Trail and other public amenities from N 145th to N 200th streets.
- LU34:** The Interurban Trail should provide cross-town access, enhance the Corridor, connect to other trails, walkways, and sidewalks, accommodate and consider other public facilities and civic improvements, and buffer private property.
- LU35:** Improve lighting and law enforcement to help reduce crime and improve safety.
- LU36:** Provide opportunities and amenities for higher density residential communities to form within or adjacent to the Aurora Corridor in harmony with the surrounding neighborhoods.



EXISTING ZONING







(PORTION OF FIG. LU-1)

- Exhibit G

Appendix 6

South Aurora Triangle Subarea Plan

Figure LU-1 is the Comprehensive Plan Land Use Map for the City. It shows a broken line delineating the three sides of South Aurora Triangle Subarea: Aurora Avenue North on the east, N. 145th Street on the south, and the Interurban Trail on the northwest. The land use designation for this subarea plan is “FBC-1” which is an acronym for “Form-Based-Code District No. 1”.

The purpose of the FBC-1 Comprehensive Plan designation is to implement a number of comprehensive plan policies by applying them with specificity to a distinct geographic subarea of the City. A number of specific land used policies regarding the Aurora Corridor are set forth on page 32 of the Plan, including the following:

LU25: Pursue opportunities to improve the City’s image by creating a sense of place on the Aurora Corridor for doing business and attracting retail activity.

LU29: Create opportunities to stimulate development of a “showcase” example and template for future development.

LU30: Encourage a mix of residential and commercial development in close proximity to create retail synergy and activity.

LU 31: Protect adjacent single-family neighborhoods from traffic, noise, crime, and glare impacts of the Corridor through design standards and other development criteria.

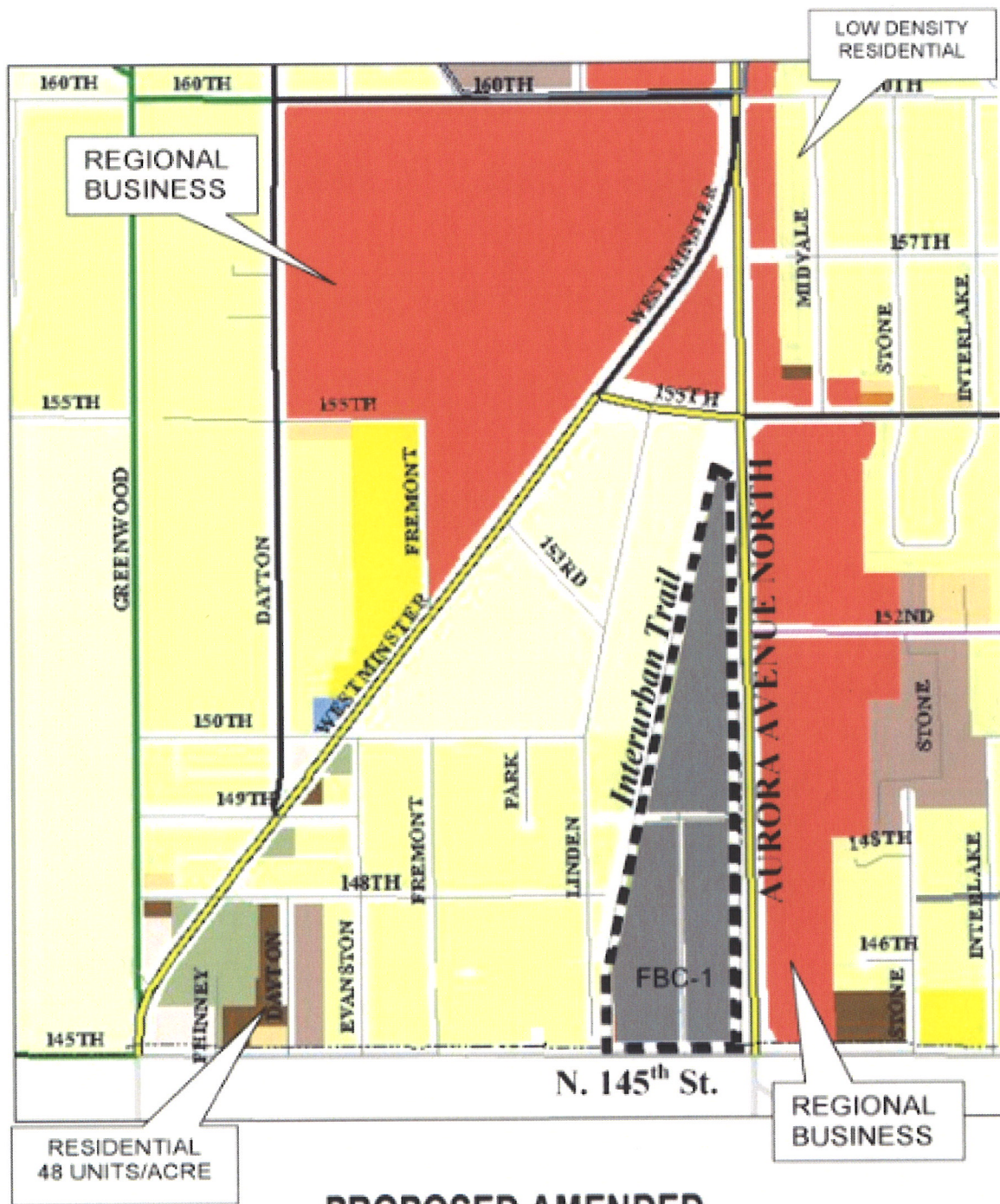
LU 34: The Interurban Trail should provide cross-town access, enhance the Corridor, connect to other trails, walkways, and sidewalks, accommodate and consider other public facilities and civic improvements, and buffer private property.

LU 36: Provide opportunities and amenities for higher density residential communities to form within or adjacent to the Aurora Corridor in harmony with the surrounding neighborhoods.

The South Aurora Triangle area provides an opportunity to realize many of these comprehensive plan policies, particularly in view of several unique circumstances. First, it abuts commercial land uses on two sides and is separated from low density residential uses on the third side by the southern segment of the Interurban Trail as well a significant mass of mature trees which parallels the trail. Second, the majority of these lands abut the completed first

mile of the Aurora Avenue project, which is a significant investment of public funds providing major pedestrian, vehicular, transit, landscaping and utility amenities to properties in this area. Third, the recently improved Interurban Trail bridges link the South Aurora Triangle with the rest of the bicycle and pedestrian trail system north of N. 155th. Taken together, these circumstances make the South Aurora Triangle an ideal location to encourage significant private investments in retail, restaurant, office, and residential uses, as well as mixes of these uses.

The City's twin objectives for the South Aurora Triangle are to stimulate economic development and create a high quality built environment that is walkable, livable, and transit-oriented. To achieve these objectives, the City should prepare innovative development regulations that focus on the form and character of new development in the South Aurora Triangle and less on the specific uses or unit count within the buildings themselves. Such regulations should allow for flexibility and variety in the form and height of buildings while clearly articulating and illustrating standards for site and architectural design.



PROPOSED AMENDED ZONING MAP

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CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Proposed City Hall Delivery Method, Project and Schedule
DEPARTMENT: City Manager's Office
PRESENTED BY: Jesus Sanchez, Interim Public Works Director

PROBLEM / ISSUE STATEMENT:

The City of Shoreline has been studying alternative approaches to design and construct a City Hall that will locate all of the City's departments, except Police, under one roof and centralize its services.

On January 21, 2005, staff presented to Council several delivery methods that could be used to construct the city hall. Under state law, RCW 35.22.620¹ and Chapter RCW 35.42.010 - 090, only two of the most common project delivery systems used on public works projects are available to the City of Shoreline. These are (1) the traditional design / bid / build and (2) the design-build / lease-to-own method.

This report discusses these two project delivery methods. It will identify the delivery process advantages and disadvantages of each option. Staff recommends the design-build / lease-to-own method for the following reasons:

- Collaborative approach to design;
- Positive budget control over project outcome;
- Guaranteed Lease Purchase Price early in development process;
- Increased delivery speed;
- Transfer all construction risk to the private sector;

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

This item is presented for Council review, questions, discussions, and direction. It is recommended that the Council authorize staff to proceed with the design-build/lease to own process for City Hall.

Approved By:

City Manager  City Attorney 

INTRODUCTION

This report presents an analysis of two project delivery systems available to the City of Shoreline in accordance RCW 35.42.010 – 090 for the construction of the proposed City Hall. The analysis focuses on a comparison of the traditional design / bid / build method and the design-build / lease-to-own method.

The design / bid / build approach has been the traditional system used for construction of public projects. The design-build / lease-to-own methodology is one alternative that has been introduced for use on public sector projects and is being used with increasing frequency and success.

DISCUSSION

The two project delivery systems that are available to the City of Shoreline for the construction of the proposed city hall are the following:

Design / Bid / Build (Traditional):

The design / bid / build method has historically been used on public works projects and is utilized by most public entities in Washington State. The regulations and procedures that apply to the contracting, design and construction phases are well developed. The public owner engages a design team that develops drawings and specifications for the facility. Once completed, the design package is bid and the lowest responsible bidder is awarded a contract for the construction. The public owner uses in-house staff and the architect, or engages the services of a professional construction manager, to manage the construction process.

Advantages	Disadvantages
<ul style="list-style-type: none">• Most public projects have been design / bid / build over the last several decades.	<ul style="list-style-type: none">• The project cannot be bid until after the project is completely designed.
<ul style="list-style-type: none">• The process is universally understood.	<ul style="list-style-type: none">• If the bids come in over budget, more time and money (often substantial) must be invested in redesign and re-bidding.
<ul style="list-style-type: none">• Roles of the owner, architect and contractor are clear.	<ul style="list-style-type: none">• Design suffers from a lack of budget & constructability review by contractors.
<ul style="list-style-type: none">• The owner has well defined requirements.	<ul style="list-style-type: none">• Lowest bidder awarded the project based on low hard bid; contractors look to errors and omission in design documents as a basis for change orders and to later claim additional money.
<ul style="list-style-type: none">• It is considered a “traditional and prudent” approach to project delivery.	<ul style="list-style-type: none">• The final cost of the project is not known until after the project has been completed and all claims settled.

	<ul style="list-style-type: none"> Qualifications of the contractor and accuracy of their bid estimate are secondary to price. The contractor may be marginally qualified. In order to obtain the low bid the contractor may hire low bid subs with whom he has little experience.
	<ul style="list-style-type: none"> Disputes over construction issues and costs between owner, architect, contractor, subs and suppliers are frequently difficult and expensive to resolve.

Design-Build / Lease-To-Own:

The design-build / lease-to-own approach is available to public entities by way of RCW 35.42.010 - 090. This public-private project delivery method allows for a collaborative design process while shifting the responsibility and risk for construction to the developer entity. In general terms, this process is similar to a "turn key" project. The City selects the best qualified development team through a competitive process which usually includes a developer, builder, and architect. The City provides general specifications, quality levels, and building performance requirements. The developer then provides a guaranteed Lease Purchase Price (sometimes "LLP") at which the City can buy out the lease. This is comparable to a guaranteed maximum price ("GMP") that is provided for design-build projects under RCW 39.10 (an alternative public works statute that is not available to the City of Shoreline because our population is less than 70,000). The selected developer proceeds with the construction, and delivers a finished product. The lease term commences and typically the developer is paid the Lease Purchase Price financed by the developer itself; or by a facilitating non-profit that issues bonds; or by a trustee's issuance of Certificates of Participation ("COPs") which are the equivalent of bonds. On occasion cities will issue general obligation bonds to pay the lease purchase price. The developer entity can be an integrated firm that includes in-house development, design and construction capabilities, or it can be several firms that have combined resources to deliver these services.

The City would issue a Request for Qualifications (RFQ) followed by a Request for Proposals (RFP) outlining its requirements and acceptable terms for the City Hall project. In response to the RFP, each developer would propose how it would fulfill the City's requirements, budget and the financing structure.

Advantages

Disadvantages

<ul style="list-style-type: none"> The process is greatly simplified as there is one point of responsibility for design and construction of the project. 	<ul style="list-style-type: none"> Lacks wide spread familiarity and acceptance by the public sector; however, over \$750,000,000 in Washington State projects have been suc-
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	cessfully completed since 1996.
<ul style="list-style-type: none"> The architect works under or in partnership with the contractor, which allows for accurate & timely budgeting as design evolves; this eliminates claims for additional costs due to design errors. 	<ul style="list-style-type: none"> Requires a different contractual and management approach.
<ul style="list-style-type: none"> Public owners are able to competitively select the best "package deal" for design and construction with a single entity, the developer. 	<ul style="list-style-type: none"> Selecting the right development team and establishing early rapport is important.

<ul style="list-style-type: none"> The developer guarantees a Lease Purchase Price fairly early in the design development phase (30% drawings) and assumes the risk of project cost overruns. 	<ul style="list-style-type: none"> It is important for the owner to establish sound performance and delivery expectations in writing up front
<ul style="list-style-type: none"> The developer may select the delivery approach that best suits the project without having to hard bid to the lowest subcontractor(s). 	
<ul style="list-style-type: none"> The owner retains significant control through a collaborative preparation of "performance-based" design documents combined with a favorable design / build development agreement. 	
<ul style="list-style-type: none"> Because its developer fee is set early in the process, the developer has no disincentive to consider life-cycle cost factors and to exceed minimal quality standards i.e. durable materials, energy efficient equipment, low maintenance systems based upon owner criteria, etc. 	
<ul style="list-style-type: none"> The design-build process and integration of the project team enhances communication and expedites the delivery process. The builder can hire good subcontractors with whom it has established long term trust and coordination. 	

The design-build, lease-to-own delivery approach has been used for numerous Washington State projects including King County's King Street Center, Issaquah District Courthouse and Goat Hill Office projects, highway interchange and water main improvements in Issaquah, Washington State's Tumwater Office Project, Harborview's

401 Broadway Building, the Redmond City Hall, and four University of Washington projects.

Process and Steps:

Prior to selection of the developer significant progress towards the following three steps is complete or in process:

- **Create a Basic Vision of the Project**
- **Oversee Concepts / Design**
- **Establish Project Objectives / Program**

Simultaneously:

- **Issue a Request for Qualifications / Rank & Shortlist**
- **Issue a Request for Proposals / Rank & Select Developer**

Using a combined RFQ and RFP process to select a developer should take approximately four (4) months. During this time, the City will continue to address concepts, objectives and project vision. The RFP will solicit the competing developers' perspective and approach to these issues. A public participation / open house evening will be scheduled during this period to inform the community about current approaches / processes and to solicit community input.

Upon selection of the developer and its team:

- **Prepare a Predevelopment Budget & Schedule**

The predevelopment budget will call out the City cash requirements to pay the developer's architect, engineer(s), and other consultants through schematic design and design development to actual execution of all closing documents. The most important documents are the lease, development agreement, and financing documents. The developer will receive no consideration or development fees for its efforts during this period. Its pre-development time and efforts are at risk. However, the developer's consultants are paid for their time and efforts towards this project. Since the City owns the property upon which the facility will be constructed, the developer cannot make use of this work product with another user – and therefore is not burdened with the risk that the City ultimately fails to authorize execution of the lease. All work product during this period would become property of the City in the event the project does not proceed. This is the total development risk exposure that the City undertakes.

- **Determine the Market Demand for any Private Sector Uses of the Project**
- **Manage the Collaborative Pre-development Process**

Managing the collaborative pre-development process is the heart of this public-private approach to project delivery. Here, the development team, working collaboratively with City staff, finalize project and budget objectives. Schematic design and design development evolves, with ongoing budgetary feedback. This is where collaborative deci-

sions are made to assure the right project at the right price for the City. At approximately 30% design development documentation, the developer will be able to identify a guaranteed Lease Purchase Price. Unless the City makes substantial changes thereafter, this LPP will be used for final documents. The developer will assume the risk to deliver the project for the LPP. If the project runs over that LPP, it will be the developer's responsibility to fund the shortfall.

Public participation can and should continue during the collaborative pre-development process. After selection of the developer and the developer team, early in the schematic design phase, we recommend a public meeting outlining alternative design approaches – a design charrette, so to speak. This can be repeated one or two more times, where the developer and City officials hold additional public meeting(s) offering further opportunity for community feedback. That community input process must be complete by the time 30% design development documentation and the LPP is presented.

- **Project Development Process Overview:**

There are three primary legal documents that will memorialize the overall delivery approach for the City Hall project. (1) a Ground Lease, by which the City will lease its newly acquired real property to the developer, (2) a Development Agreement describing with particularity the plans, specifications, terms and conditions under which the Project will be constructed; and, (3) a Project Lease, by which the City will lease back the real property with the completed City Hall site improvements. A Ground Lease would not be required if the developer (rather than the City) initially owns the property.

- **The Ground Lease Summary:**

If a Ground Lease is used, the City will lease the parcel of land determined for the new City Hall site. The Ground Lease does reserve the City's right to continue to use and occupy existing building on site at no cost during construction and development of new City Hall on the remainder of the site. During this time, the developer will pay the City a nominal sum (i.e., \$100.00) for a fixed 20-25 year lease term. The Ground Lease requires the developer to indemnify the City against any liability associated with the use of the lease portion of property and requires the developer to keep the property insured.

- **Development Agreement Summary:**

Under the Development Agreement, the developer agrees to develop, manage and oversee the design, entitlement and construction phases of the project. The City will have final approval on all construction drawings and detailed specifications prior to construction. The developer will warrant delivery of the project for a fixed price at a time certain. The developer will be responsible for selecting and managing consultants, for obtaining all permits for construction of the project, and for managing a guaranteed maximum price construction contract. This construction contract shall provide for the payment of prevailing wages, for the construction of the project according to attached plans and specifications, and for warranties against defects in construction or materials.

- **The Project Lease Summary:**

Only after substantial completion of the project does the City lease the newly constructed City Hall and associated site improvements back from the developer. At this point, the terms of the Project Lease will take effect. The City has no obligation to make Project Lease payments until the project is delivered pursuant to the terms of the Development Agreement. Therefore, until the project is delivered pursuant to the terms of the Development Agreement, all construction risk resides with the developer. "Substantial Completion" is a specifically defined term in the documentation, providing that all elements of the project are complete, that the project is ready to occupy, and that all systems are properly functioning (except minor punch list items that do not effect occupancy or use).

- **Lease-to-Own Summary:**

At the end of the term of the lease, the City will own fee simple title to the land, the City Hall and all other site improvements. During the lease, the City will effectively have complete control of the land, the City Hall and all other site improvements. Therefore, there is a legal distinction, but not an operational distinction. By paying the Lease Purchase Price (which declines over time as lease payments are made, similar to a home mortgage) the City has the option to "close out" or "pay off" the Project Lease obligations (such as COPs) and obtain fee simple title to the land, the City Hall and all other site improvements.

- **Brief Elected Officials / Ongoing Updates**

City officials will have ongoing insight into the budget consequences of various development and design decisions. These decisions will be communicated to the Shoreline City Council on an ongoing basis.

As can be seen, such an approach offers the City of Shoreline distinct advantages over the traditional design / bid / build delivery method. Most important:

1. **Increased delivery speed;**
2. **Potential cost reductions;**
3. **Significant reduction of development and construction risk; and,**
4. **Positive control over project outcome.**

Risk Transfer:

One of the strongest attractions to using a design-build / lease-to-own development strategy is the transfer of project risks to those in the best position to manage that risk. The primary benefits include:

- There is a single point of responsibility for design and construction of the project.
- The architect and contractor work on behalf of or in partnership with the developer, which eliminates claims for additional costs due to design and construction errors.

- The developer agrees upon a guaranteed Lease Purchase Price ("LPP") early in the design development phase of the process and is responsible for cost overruns.
- If project expenses exceed the LPP, it will be the developer's responsibility to fund the shortfall.
- The development agreement will include a defined schedule identifying the anticipated substantial completion date. Failure to meet the schedule delivery requirements may result in liquidated damages to the developer.
- Finally, the development agreement will incorporate detailed drawings and specifications identifying the project requirements. Failure to meet those requirements would result in a failure to achieve substantial completion. There is very strong motivation for the developer to comply with the detailed drawings and specifications.

PUBLIC PARTICIPATION

A design-build / lease-to-own approach is easily structured in such a way as to enhance public participation and review. Moreover, final project decisions can be explained to the community in terms of priorities and budget impacts.

After selection by way of a competitive procurement, the developer and its team will embark upon a collaborative pre-development process of entitlement, design, and budgeting. Because the general contractor (and its major sub-contractors) work in concert with the design team, there exists rapid and ongoing budget feedback with regard to design decisions. Weekly or bi-weekly meetings attended by development team and City staff assures constant monitoring of budget projections. This is a fundamental advantage of this delivery process over the design-bid-build process.

As indicated above, the City and the developer are in a position to host open houses / forums where public participation is welcomed. This process can be as broad and encompassing as City officials desire. Public input can be identified, listed, prioritized, and budget impacts can be quantified.

Because the pre-development phase is collaborative between the City of Shoreline and the developer and because the developer is being paid a fee for its development expertise, the developer has no inherent resistance to changes, enhancements, etc. during the public participation process. Public participation does not impact profit or risk until the developer delivers its Lease Purchase Price. Possible budget impacts from citizen suggestions are identified and communicated to City officials. City officials make the ultimate decisions. Moreover, City officials will be able to demonstrate with some specificity how budget impacts informed their final decisions.

LEGAL

Hugh Spitzer, bond counsel with Foster Pepper, advises that the City can utilize the design-build / lease-to-own delivery and procurement available under RCW Chapter 35.42. Financing options available include market rate financing available to the design-build developer, Certificates of Participation (COPs) or utilization of IRS Rule 63-20 tax-exempt bonds.

RECOMMENDATION

This item is presented for Council review, questions, discussions, and direction. It is recommended that the Council authorize staff to proceed with the design-build / lease-to-own process for City Hall.

Public/Private Real Estate Development Efficient Project Delivery

Presented to:
Shoreline City Council

Presented by:
William Angle
Vice President, Government Services

January, 2007

COLLIERS
INTERNATIONAL



Why Are We Here?

- Future City Hall / Civic Center Challenge
- Present an overview and distinguish between alternative project delivery methods:
 1. Traditional Design-Bid-Build
 2. Alternative Design-Build / Lease-to-Own
- Both methods are available to the City of Shoreline
- Discussion of Advantages & Disadvantages



Traditional Design-Bid-Build

Advantages

- Commonly used for public works projects
- Process universally understood
- Roles of public owner, architect, and general contractor are clear
- Created in the 1930s-1940s to:
 - Avoid corruption
 - Foster competition
- Least expensive debt financing



Traditional Design-Bid-Build

Disadvantages

- Difficult to manage / cumbersome
- Slow
 - Protracted development cycles
 - Long delivery times
- Change orders common and expensive
- Final project costs known only at end
- Private sector rarely uses this approach, for these very reasons



Design-Build / Lease-to-Own

Advantages

- Procurement process allows City to consider factors in addition to price
- Enhanced communication
- Simplified process / single point of responsibility
- Development contract incorporates all design and construction elements
- Guaranteed Maximum Price (“GMP”)



Design-Build / Lease-to-Own

Advantages Continued

- Appropriate alignment of of incentives and disincentives
- Collaborative design and budgeting process eliminates change orders
- Transfer of construction risk to private sector



Design-Build / Lease-to-Own

Disadvantages

- Greater “belt & suspenders” upfront effort
- Selecting right developer / developer team is very important
- Requires a different contractual and management approach
- Lacks widespread familiarity
- However, over \$750,000,000 in Washington State projects since 1996
 - Every project on time or early
 - Every project on budget or under



Comparison – Financing

Design-Bid-Build

- General Obligation Bonds (G.O. Bonds)
- Voter approved bonds
- Non-voted approved bonds
- Bonds are tax exempt
- Cheapest Debt
- Prevailing Wage Project

Design-Build / Lease-to-Own

- RCW 35.42.010-220
- Certificates of Participation
- 63-20 bonds
- Debt is tax exempt
- May be 5-10 basis points higher
- Prevailing Wage Project



Process & Steps Timeline (Flow Chart)

- Create a basic vision / Establish project objectives
- Issue a Request for Qualifications / Rank & Shortlist
- Issue a Request for Proposals / Rank & Select Developer
- Prepare a predevelopment budget and schedule
- Manage the collaborative predevelopment process
 - Schematic design
 - Design development
 - Public participation
- Transfer construction risk to private sector
- Brief City officials / Ongoing updates



Public Participation

- Design-Build / Lease-to-Own enhances public participation
- Collaborative pre-development period is ideal for hosting public participation forums
- Citizen input and ideas can be prioritized and budget impacts quantified
- Developer has no reason to resist – its interests are aligned with City interests until GMP
- City officials make ultimate project decisions
- City officials will be able to demonstrate how budget impacts informed their decisions
- Citizens will know and understand



King Street Center



- **\$78 million project delivered under budget and on time with an extreme fast track delivery schedule;**
- 23 year flat NNN rate at \$18.50 / s.f.
- Project will be conveyed to King County at the end of the lease / finance term;
- **King County saved at least \$20 million;**
- Awards include:
 - EPA Energy Star Label (2001)
 - LEEDS Gold Certification (2004)
 - BOMA sponsored TOBY award (2005)
- Angle structured project deal



Issaquah District Courthouse



- \$5.9 million project utilizing Certificate of Participation (COP) tax exempt financing.
- Delivered on budget under an ultra fast track delivery schedule.
- Award winning design.
- Construction loan privately financed.
- **At retirement of the bonds, ownership of the facility will transfer without cost to King County.**
- Angle structured project deal.



Green River Community College



- 22,600 s.f. facility.
- **Development and purchase deal structure.**
- State Treasurer sells COPs on behalf of Green River Community College.
- Phase I at full capacity by 2007.
- College applying for \$20 Million for Phase II.
- Angle structured deal.



Broadway Office Properties

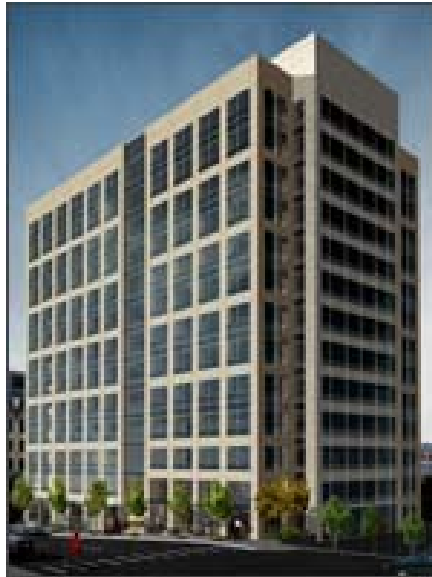


- **401 Broadway (aka Pat Steel Building)** is a \$62 million project delivered ahead of schedule and \$1.8 million under budget.
- 156,800 square foot office building, with a three level underground parking garage containing 298 parking spaces.
- **Office Development of the Year award (2004) by the National Association of Industrial and Office Properties (NAIOP).**
- Offices / Clinics for Harborview Medical Center.
- Project will be conveyed to King County at the end of the lease / finance term.
- Angle structured project deal.

COLLIERS
INTERNATIONAL



KC Office Building at Goat Hill



- This is the second of two phases. The first phase was a parking garage with almost 700 stalls. The second phase is an office tower of approximately 300,000 s.f., anticipated to be LEEDs Silver Certified.
- **These facilities were constructed on King County property. Together they were developed by means of a Design-Build lease / leaseback-to-own deal structure.**
- The procurement methodology utilized an innovative RFQ / RFP formula, looking at best value as the ultimate criteria for selection.
- Angle structured project deal.

Redmond Community Properties



- \$39 million project to construct a new City Hall and 530 space parking facility for The City of Redmond, Washington.
- **Cost savings from the financial structure helped justify the construction of a building sized to accommodate the City of Redmond's projected office needs for the next 20 years.**
- The building was constructed on land leased from the City of Redmond; and the completed project will be leased to the City for the term of the debt.
- At retirement of the bonds, ownership of the facility will transfer without cost to the City of Redmond.



Tumwater Office Properties



- **\$57 million project delivered two months early; \$1.2 million dollars savings returned to State.**
- 207,000 square foot, four story, class A office building in Tumwater, Washington. Surface parking lots will accommodate approximately 770 parking spaces.
- The building will be leased to the State of Washington housing Department of Corrections & Department of Transportation.
- Project will be conveyed to State of Washington at the end of the lease / finance term.

COLLIERS
INTERNATIONAL



Benefits

- **Approval Authority:** Local government maintains complete control and approval authority
- **Timeliness:** Projects can be delivered much more quickly
- **GMP:** Guaranteed maximum price
- **Development Risks appropriately shared**
 - Interest rate / Finance risks
 - Lease-up risk
 - Development / Construction risks are shifted to the private sector



Benefits

- **Flexibility:** Deal appropriate trade-offs regarding budget, schedule, and quality
- **Ultimate Ownership**
 - Public ownership at the end of the financing term
- **Development & Market Expertise**
 - Design-build coordinator
 - Negotiated Contracts
- **Project Appropriate Incentives and Disincentives**



Benefits

- Open Book: Open book and subject to audit
- Avoids
 - Delays
 - Changes
 - Claims
 - Litigation



Conclusion

- Projects have included:
 - Office Buildings, Municipal Facilities
 - Parking Garage, Student Housing
- Washington State Projects = \$750 million Design-Build / Lease-to-Own projects since 1995
- Projects delivered:
 - On Time
 - On Budget
 - Minimal Risk



CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Council Rules of Procedure for Appointment to Boards and Commissions
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Robert L. Olander, City Manager

PROBLEM/ISSUE STATEMENT:

Attached are two options for Council consideration to formalize the previously informal provisions for appointments of Councilmembers to certain committees and boards. Option A has been submitted by Mayor Ransom while Option B is a draft proposal from staff.

RECOMMENDATION

This is being introduced on January 22 for future Council consideration and discussion. No immediate action or direction is anticipated.

Approved By: City Manager  City Attorney ____

Attachment A
Attachment B

Proposed Amendment to Council Rules of Procedure

2.3.B.6 The Mayor shall appoint Councilmembers to boards and committees that are not otherwise specified by the Nation League of Cities, Association of Washington Cities or King County/Suburban Cities. These include:

1. Seashore (King County Committee) - Two voting members and one alternate
2. Suburban Public Issues Committee (PIC) – One voting member and one alternate
3. Water Resource Inventory Area 8 (WIRA-8) of Suburban Cities – One voting member and one alternate
4. Ad hoc Council subcommittees, such as interview boards.

Prior to appointment the Mayor shall solicit interest from Councilmembers for their preferred appointments. The Mayor shall then circulate the final appointment list to Councilmembers at least five work days prior to appointment. The list may be referred to full Council pursuant to Rule 3.2 A or B.

Proposed Amendment to Council Rules of Procedure

2.5 Appointments to Committees and Boards

The Mayor shall appoint, subject to Council confirmation, Councilmembers to the following committees:

1. Seashore – Two voting members and one alternate
2. Suburban Cities Public Issues Committee – One voting member and one alternate
3. Water Resourced Inventory Area 8 – One voting member and one alternate
4. Ad hoc Council subcommittees such as interview panels.

Prior to appointment the Mayor shall solicit requests from Councilmembers as for their preferred committee assignments. He or she shall then circulate the final appointment list to the Councilmembers at least 5 days prior to a vote of confirmation at a regular Council meeting.