

CITY OF SHORELINE

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

Monday, March 22, 1999
6:00 p.m.

Shoreline Conference Center
Highlander Room

PRESENT: Mayor Jepsen, Deputy Mayor Montgomery, Councilmembers Gustafson, Hansen, Lee and Ransom

ABSENT: Councilmember King

STAFF: Robert Deis, City Manager; Larry Bauman, Assistant City Manager; Joyce Nichols, Community and Government Relations Manager

The meeting convened at 6:28 p.m. All Councilmembers were present with the exception of Councilmember Lee, who arrived shortly thereafter.

There was discussion of the revised Council Rules of Procedure and the reason behind the change, i.e., to ensure that the public and the Council has sufficient time to discuss those items scheduled on the agenda.

Mayor Jepsen raised the issue of Council's summer break.

Councilmember Gustafson explained that he brought up the issue to determine what is best for Councilmembers, the community and City staff. He pointed out that the School District takes off most of July and that Celebrate Shoreline is held late in August. He suggested taking off the first three weeks of July, or, alternatively, the last Monday in July and the first two weeks of August. He asked whether the new schedule should take effect in the year 2000 in case some people have already set their summer calendars.

Deputy Mayor Montgomery wondered whether there are staff considerations that should be reflected in the calendar, to which Robert Deis, City Manager, responded that staff can work around Council's needs.

Mayor Jepsen mentioned the fact that the end of August is an awkward time for a break because Celebrate Shoreline occurs at that time. He suggested taking off the first two weeks of August.

Councilmember Gustafson reiterated his proposal for taking off the last week of July and the first two weeks of August, leaving the fifth Monday in August (August 30) open as an additional meeting date.

There was Council consensus to break for the first and second Monday in August.

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Joyce Nichols, Community and Government Relations Manager, provided an update on various items of legislation, including utility rights-of-way, building land and gambling.

Mayor Jepsen discussed the lack of affordability in new housing developments.

Ms. Nichols noted that the Buildable Lands Bill has the potential to affect 46 cities.

Mr. Deis suggested that the Association of Washington Cities should do what it did with regard to the utility taxes, i.e., bring all the affected suburban cities together with Seattle to discuss the issue.

Ms. Nichols reviewed the gambling legislation, noting that one bill could reduce bingo revenues. Another would reduce tax rates on card rooms. The other gambling bill still under consideration requires the Gambling Commission to hold public hearings on mini-casinos and other gambling licenses.

Continuing, Ms. Nichols discussed the transportation budget and the fact that no Shoreline projects were included. She pointed out the inequity between the amount of taxes collected in King County and the amount of funding going to King County projects. She concluded by updating the Council on the Endangered Species Bill.

Deputy Mayor Montgomery asked Councilmember Ransom about the staff research he had requested concerning pocket parks.

The meeting adjourned at 7:20 p.m.

Larry Bauman
Assistant City Manager

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CITY OF SHORELINE

SHORELINE CITY COUNCIL SUMMARY MINUTES OF WORKSHOP MEETING

Monday, April 5, 1999
6:30 p.m.

Shoreline Conference Center
Mt. Rainier Room

PRESENT: Mayor Jepsen, Deputy Mayor Montgomery, Councilmembers Gustafson, Hansen, King, Lee and Ransom

ABSENT: None

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

Mayor Jepsen led the flag salute. Upon roll by the City Clerk, all Councilmembers were present except Councilmembers Gustafson and Lee, who arrived later in the meeting.

3. CITY MANAGER'S REPORT

City Manager Robert Deis introduced the new Parks, Recreation and Cultural Services Director, Wendy Barry.

Kristoff Bauer, Assistant to the City Manager, reviewed a timeline for development of the Shoreview Park Little League Field.

Mr. Deis mentioned the Volunteer Recognition Breakfast on April 23 and the first meeting of the Planning Academy on April 8.

Councilmember Lee arrived at 6:37 p.m.

Mr. Deis reported that the State Transportation Improvement Board has included \$10,775,000 in funding for Aurora Avenue N on the list of projects it is recommending for approval to the State legislature.

4. COUNCIL REPORTS

Councilmember King reported that staff and elected officials from Shoreline, Lake Forest Park, Kenmore and Bothell toured the West Point Treatment Plant on April 2.

5. PUBLIC COMMENT

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(a) Ken Cottingham, 350 NW 175th Street, asked if the City has adopted the State law that allows cities to prohibit and remove "hulk" (inoperable) vehicles from private property.

Mr. Deis encouraged Mr. Cottingham to contact the City's Code Enforcement Officer and Bruce Disend, City Attorney, agreed to determine whether the City has adopted the State law referenced by Mr. Cottingham.

Councilmember Hansen questioned the status of the burned out restaurant on Aurora Avenue N near 205th Street and of the filling station at Aurora Avenue N and 185th Street. Mr. Disend advised that the City has begun an enforcement action concerning the restaurant.

6. WORKSHOP ITEMS

(a) Proposed Ordinance No. 195, Rules for the Use of City Park Facilities

Larry Bauman, Assistant City Manager, reviewed the staff report and noted the participation of the Parks, Recreation and Cultural Services Advisory Committee in the development of the ordinance. He also distributed additional language to proposed Ordinance No. 195 to prohibit rugby, as well as golf, at City parks without advance permission of the Parks, Recreation and Cultural Services Department. He explained that both golf and rugby can be destructive to playing fields.

Mayor Jepsen called for public comment.

(1) Ken Cottingham, 350 NW 175th Street, said Boeing Creek Park is commonly used as an off-leash park by dog owners. He advocated this continued use of the park.

In response to Councilmember King, Mr. Disend said an electronic collar would not meet the definition of a leash in the proposed ordinance.

In response to Deputy Mayor Montgomery, Mr. Bauman said the Parks, Recreation and Cultural Services Advisory Committee permitted bicycles in parks to encourage youth to use parks. He explained that the committee thought skateboards and rollerblades would be more likely to pose conflicts with pedestrians.

Councilmember Lee expressed concern about subjective interpretation of the provision in Section 8.12.040 that "Groups of fifteen or more persons may be required to obtain a permit." Mr. Bauman said the language is not meant to discourage casual sports in the parks. He explained that it provides a means to control groups of people who begin to use parks on a regular basis without permission (e.g., unofficial sports leagues).

In response to Councilmember Ransom, Mr. Bauman indicated that staff would be willing to consider a rugby league's scheduled use of City soccer fields. He reiterated that the proposed ordinance provides the City with a means to control the scheduling of parks to avoid conflicts that could prevent a functional use by other sports teams.

Councilmember Ransom noted the past use of Boeing Creek Park as an off-leash area for dogs. Mr. Bauman clarified that this was allowed informally, not by code. Councilmember Ransom felt the City should not start to enforce the leash requirement without designating an alternate off-leash area. Mr. Bauman commented that off-leash dog areas are likely to be controversial, and he asserted the need for broad public input on the issue. Councilmember Ransom advocated that the Parks, Recreation and Cultural Services Advisory Committee consider whether and how the City should accommodate an off-leash dog area in Boeing Creek Park.

Councilmember Ransom expressed concern about the prohibition of skateboards and rollerblades in parks given the long delay in the City's development of a skate park. Mr. Bauman explained that the proposed ordinance provides police officers a tool to address emerging problems and that it is not meant to clamp down on existing uses in parks.

Mr. Deis added that skateboards can cause significant damage to concrete. Councilmember Ransom clarified that he does not advocate that the City explicitly allow skateboards and rollerblades in parks. Rather, he suggested tolerant enforcement of the new ordinance until construction of a skate park.

In response to Councilmember Ransom, Mr. Deis provided a progress report on the skate park: staff has prepared a contract to survey the site under consideration at the YMCA; staff will meet with the Director of the YMCA to discuss possible arrangements between the City and the YMCA; staff will present information about the YMCA and the Paramount Park sites to the Parks, Recreation and Cultural Services Advisory Committee in May; and staff will present the committee's recommendation to Council.

In response to Councilmember Hansen, Mr. Bauman confirmed that the final sentence of Section 8.12.510 authorizes staff to consider special uses, such as an archery range.

Mayor Jepsen presented Councilmember Gustafson's comments and questions regarding: 1) the need to define both "Alcoholic Beverages" (Section 8.12.010 [A]) and "Liquor" (Section 8.12.010 [J]); 2) identification groups of "fifteen or more persons" as opposed to bigger or smaller groups; 3) adjustment of fee schedules; 4) addition of language to Section 8.12.250 allowing the Parks, Recreation and Cultural Services Department to grant permission for temporary tents or shelters in City parks; 5) the need for Section 8.12.470, Use of Marine Reads; and 6) enforcement of the leash requirement in Section 8.12.300.

Mr. Deis responded that staff and Council reviewed the fee schedule during each of the last two budget cycles and that they will review it again during the next budget cycle. With regard to the leash law, staff enforces this in response to citizen complaints.

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Mayor Jepsen advocated further clarification of the language in Section 8.12.040 that "Groups of fifteen or more persons may be required to obtain a permit." Councilmember Hansen felt that the role of the City could be to protect the rights of people who apply for and obtain permits rather than to prevent the use of facilities by those who have not obtained permits.

Mayor Jepsen proposed the revision of Section 8.12.300 (B) to read: "In posted areas, dogs or other pets or domestic animals must be kept under control at all times." He suggested the deletion of "or other park areas" in Section 8.12.350.

Councilmember King advocated flexibility in enforcement of the leash requirement and other provisions of the proposed ordinance.

Mayor Jepsen suggested an additional amendment to the revised Section 8.12.330 to prohibit "formal" or scheduled rugby activities. In response to Councilmember Ransom, Mr. Bauman acknowledged there is little or no rugby played in City parks now. He reiterated that revised Section 8.12.330 is meant to provide a means to control an activity that can be damaging to play fields.

(h) Analysis Regarding the Potential Siting of a King County Wastewater Treatment Facility at Point Wells

Mr. Deis introduced John Wilson, of Gray & Osborne, and Reid Shockey, of Shockey/Brent, consultants to the City regarding Point Wells.

Mr. Bauer discussed the purpose of the Point Wells Annexation Area Wastewater Treatment Facility Impact Study, which was intended to provide Council with additional information and context in establishing policies concerning the future use of the Point Wells property. The study describes the potential impacts of a wastewater treatment facility at Point Wells, along with potential mitigation measures, such as road improvements, landscaping, and plant design. The study also describes land use alternatives under existing Snohomish County regulations and potential future zoning as identified in Shoreline's Comprehensive Plan.

Mr. Wilson described the wastewater treatment process. He presented a conceptual layout of Point Wells developed as a wastewater treatment plant. He noted the difficulty of berming or screening the site from the surrounding residential neighborhoods. He mentioned that construction of a wastewater treatment plant could take as long as three years and generate as many as 200 to 250 vehicle trips per day.

Councilmember Gustafson arrived at 7:56 p.m.

Mr. Shockey discussed the key elements of the process of siting a North End Wastewater Treatment Facility. He went on to review the two specific alternative development

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scenarios for Point Wells, light industrial/ business park (currently zoning) and mixed use, as allowed by the Shoreline Comprehensive Plan.

Mr. Bauer requested Council direction about further staff analysis of the land-use alternatives. He mentioned the impacts on which such analysis might focus (e.g., financial, traffic, noise, odor), and he outlined a process for providing information to the public through an open house.

Mr. Bauer noted that the Richmond Beach Community Council recently voted against the Executive's Preferred Alternative for the Regional Wastewater Services Plan (RWSP). He clarified that the Richmond Beach community is concerned about the financial aspects of the plan, not about the option of a third treatment plant.

Mayor Jepsen invited public comment.

(1) Kathy Halliburton, 18315 Wallingford Avenue N, commented that the odor from the West Point Treatment Plant is detectable to users of Discovery Park. She expressed skepticism that the County could mitigate the odor of a wastewater treatment plant at Point Wells.

(2) George Mauer, 1430 NW 191st Street, explained the vote of the Richmond Beach Community Council. He said the Preferred Alternative will cost approximately \$690 million more than the alternative in which the County would expand the Renton and West Point wastewater treatment facilities. He expressed the hope that Council would consider this difference in cost as a sufficient basis for opposing the County Executive's Preferred Plan.

Mr. Mauer questioned the consultants' assertion that Shoreline is unlikely to be able to annex Point Wells until Snohomish County has permitted the wastewater treatment facility or Point Wells has been removed from consideration as a site for a third treatment plant.

(3) Terry Spragg, 1251 Elford Drive, Seattle, explained his company's "water bag technology" and suggested that it be considered in this discussion.

In response to Mayor Jepsen, Mr. Deis confirmed that the King County Council is still discussing the RWSP. Mayor Jepsen noted that the Regional Water Quality Committee (RWQC) has recommended a north end treatment plant. In response to Mayor Jepsen's question about a timeframe for the decision, Mr. Bauer said the County Council is already behind schedule and has exceeded the time limit for review of the RWQC's recommendation. If changes are made to the recommendation that necessitate further review by the RWQC, late May seems optimistic for a final decision on the RWSP by the County Council.

Mr. Shockey explained his conclusion that no annexation will occur before the land use question is resolved: first, because Chevron will have to make a determination about

which community it wishes to belong to; and second, because Snohomish County has not recognized Point Wells as within Woodway's urban growth area. There is a recognition that Point Well will eventually be part of some city, but the decision has not been made at the County level, which city. Woodway has indicated a preference for a wastewater treatment facility, mainly, it appears, because citizens do not like the mixed use concept in the Shoreline Comprehensive Plan. Shoreline has not indicated a preference. For these reasons, he felt any annexation attempt at this stage would result in a controversy before the Boundary Review Board, which Snohomish County would want to avoid.

Mr. Bauer reviewed the approximate mitigation costs for the West Point facility, as outlined on page 2 of the study.

Mayor Jepsen commented that all the buildable land at Point Wells would be used by the treatment plant. He asked if the facility could be buried or lidded so that the land can be utilized for other purposes. Mr. Wilson responded that the treatment plant could be enclosed, and probably would need to be, for odor and noise control. However, lidding the facility, or burying it, would probably be too costly. He felt that if this were a prerequisite to use of the site, the County would probably select another site.

Mr. Bauer said a number of sites have been put forward and mitigation costs will be a key criteria in choosing a site. He pointed out that the conceptual plan leaves the Chevron asphalt plant and room for expansion. He noted there is no park buffer at this site, as was available at West Point.

Responding to Councilmember Hansen, Mr. Bauer said the flat area of the site is 47 acres, of which about 38 acres are used in this plan. Councilmember Hansen said this proposal involves a much smaller plant than West Point on a larger piece of property. He said the Council had been led to believe that the Point Wells site was too small for a facility and that 100 acres or so would be necessary. Mr. Bauer said the RWSP calls for a site that is 60 acres at a minimum, but this allows for future expansion and buffering around the site.

A discussion followed regarding the removal of biosolids and odor mitigation.

Councilmember King expressed her personal opinion that only the outfall will go to Point Wells, since both Kenmore and Bothell are looking positively at siting a facility in their jurisdictions.

Responding to Councilmember King's question about soil testing at the site, Mr. Wilson had no information on the quality of the soils. Councilmember King said she has heard that no one will be able to afford to clean up the site except the County. She also commented that Tokyo has lidded such facilities very successfully. She concluded that in August the winds would blow odors away from Woodway and into Richmond Beach.

Responding to Councilmember Ransom, Mr. Deis affirmed that Chevron continues to wish to operate its asphalt plant and this is included in King County's conceptual

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drawings. Councilmember Ransom said some citizens have been led to expect they will receive \$30 million in mitigation and that somehow the site would look very parklike and be usable by the public. He said this plan does not conform to these expectations.

Mr. Bauer said it is possible to include parking for a marina, or a small park; however, it will be difficult to add in such areas given the size of the facility.

Commenting he saw little advantage in constructing a treatment facility at Point Wells, Councilmember Ransom felt the mixed use alternative provides more to the community. Mr. Deis said the off-set for that alternative is traffic impacts and demands on the infrastructure. He said this study is preliminary in its analysis of the impacts of the two alternative development scenarios.

Mr. Shockey said the mixed use alternative presumes a market for the type of development it envisions. He referred to Councilmember King's comment about the quality of the soils at Point Wells as something to consider. Perhaps an advantage to a treatment facility is that it would provide the environmental clean-up no one else may be able to afford.

Councilmember Lee pointed out that Point Wells is not part of Shoreline and she questioned how much clout Shoreline will have in the decision-making.

Mr. Deis responded that County Executive Sims has said that the County prefers to build in a community that wants the facility. Therefore, Shoreline's opposition to the siting would carry some weight. Additionally, the City could outline the types of mitigation that would make the facility acceptable to Shoreline. He said Chevron will base its decision about where to annex by looking at the Comprehensive Plans of Woodway and Shoreline.

Councilmember King felt the pier would be a huge advantage for the neighborhood because materials and workers could come to the site by water. She said there is no question the outfall will be located at Point Wells, and this also will involve mitigation.

Mayor Jepsen said a number of options should be brought forward at the open house because the question is more complicated than whether the treatment plant should be at Point Wells. This process will be the next step in developing the Comprehensive Plan. Until filtering the options with the community has taken place, it is difficult to make any decisions. He suggested taking the type of information presented tonight to a Richmond Beach Community Council meeting. He noted that the status quo is probably not an option, and Mr. Deis agreed that it is important to discuss with the community that change is inevitable.

Mayor Jepsen said it must be made clear to the community that the site is already zoned by Snohomish County and that zoning could be implemented at any time by Chevron. So the goal is to determine what the citizens would like to see happen and how to influence what happens. The costs and benefits of the various options must be identified. Mayor

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Jepsen said the open house should be located in the Richmond Beach community. He suggested cooperation with the Community Council in advertising the open house.

Councilmember Lee said it will be important to be clear about how much the City will be able to influence the outcome.

Councilmember Ransom asked if there are estimates on the clean-up costs. Mr. Shockey said they can try to "get a better handle on this." He said the Department of Ecology is looking at Point Wells as a possible contaminated sediment site.

Responding to Councilmember Ransom's question about what Chevron thinks, Mr. Deis said the company wants the highest and best use of the land in order to get the highest return on its investment. Chevron has specifically said it is not comfortable with the treatment plant.

Mr. Deis added that the Planning Commission will be folded into the process if there are changes to the Comprehensive Plan.

Mayor Jepsen said that it is important to keep moving forward, in anticipation that the County Council will take action by the end of May. Councilmember King felt the process will take longer than that.

Mayor Jepsen concluded that Shoreline must be prepared to participate in the siting process and that education about the outfall should also be included in the discussion.

7. Public Comment: none

8. Adjournment

Mayor Jepsen declared the meeting adjourned at 9:11 p.m.

Sharon Mattioli, CMC
City Clerk

April 12, 1999

CITY OF SHORELINE

SHORELINE CITY COUNCIL SUMMARY MINUTES OF REGULAR MEETING

Monday, April 12, 1999
7:30 p.m.

Shoreline Conference Center
Mt. Rainier Room

PRESENT: Mayor Jepsen, Deputy Mayor Montgomery, Councilmembers Gustafson, King, Lee and Ransom

ABSENT: Councilmember Hansen

1. CALL TO ORDER

The meeting was called to order at 7:30 p.m. by Mayor Jepsen, who presided.

2. FLAG SALUTE/ROLL CALL

Mayor Jepsen led the flag salute. Upon roll by the City Clerk, all Councilmembers were present with the exception of Councilmember Hansen.

Upon motion by Councilmember Lee, seconded by Councilmember Gustafson and unanimously carried, Councilmember Hansen was excused.

(a) Proclamation of "Volunteer Week"

Mayor Jepsen proclaimed April 18 - 24, 1999 as "Volunteer Week" in the City of Shoreline and commented on the many contributions of Shoreline's volunteers.

3. REPORT OF CITY MANAGER

Robert Deis, City Manager, noted that the Top Foods application for a grocery store on the U&I property was submitted last week.

Larry Bauman, Assistant City Manager, reported on "hulk" (inoperable) vehicles on private property, an issue raised by a citizen during last week's workshop. He explained the ability of the City to regulate what happens to inoperable vehicles in three situations: 1) parked in the right-of-way; 2) parked on impervious surface on private property; and 3) parked on grass or dirt on private property. He noted that currently the City does not have authority to deal with inoperable vehicles on impervious surface but can issue a citation for vehicles on grass or dirt, because these may leak toxins into the water system.

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Councilmember King commented that fluids leaking from vehicles parked on impervious surface will also eventually get into the water system. Mr. Bauman agreed this could be a concern. He said this is one reason why the City may wish to consider a code amendment in the future to address this issue.

4. REPORTS OF BOARDS AND COMMISSIONS:

(a) Quarterly Report of the Council of Neighborhoods

Mark Deutsch, Chair, reviewed the mission of the Council of Neighborhoods, noting this was recently reviewed and generally reconfirmed. He added that the Council's objectives will be reviewed at the next meeting, his last as Chair of the group. Mr. Deutsch then reviewed activities that demonstrate the growth of the Council of Neighborhoods as a body, and he reviewed topics of recent meetings and various neighborhood activities. He concluded that the Council of Neighborhoods is currently re-assessing its role. A task force was formed to do this and it has made recommendations, some of which have been implemented.

Continuing, Mr. Deutsch reported that the main issue to be resolved is the role of the Council of Neighborhoods in working on Citywide issues. Up to now, it has been an information-gathering body and has not taken a position on issues. At the last meeting, people asked the group to take positions on the Shoreview Park ballfield location and the possible location of the wastewater treatment plant at Richmond Beach. Mr. Deutsch said he supports having the Council of Neighborhoods be a venue for people to share concerns and explore issues, which can be brought forward to the City Council. However, he was less sure about taking positions on issues. This issue is unresolved at this point.

Mayor Jepsen felt that one of the important roles for the Council of Neighborhoods is to gather information from these leaders of neighborhood groups. He also felt it was more important to disseminate the information learned at the Council of Neighborhoods back to the community groups than to take positions on issues. This provides an opportunity for information and dialogue with the neighborhoods.

Councilmember Lee said there are many venues of communication with City Council and staff, the Council of Neighborhoods being one. She opposed it taking positions on issues because issues are unique to various neighborhoods. Deputy Mayor Montgomery added that taking stands on issues could polarize the neighborhoods.

Mr. Deutsch agreed that to date the Council of Neighborhoods has tried to operate in a consensual fashion, which might be jeopardized if it takes positions on issues.

Councilmember Gustafson concurred that it would be difficult to take positions, but he felt that perhaps the City Council can do a better job of identifying issues to take to the Council of Neighborhoods for feedback.

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5. PUBLIC COMMENTS

(a) Alan Marx, 505 N 200th St., asked the Council to relocate the ballfield planned at Shoreview Park to Site #1 in order to support the work of volunteers to clean-up and protect the park. He questioned whether everyone in the City was being treated fairly, mentioning the Council's actions with regard to the bluff trail issue compared to the Shoreview Park issue.

(b) Bob Borman, 925 SW Holden, Seattle, thanked the City of Shoreline for funding the Center for Human Services, where he was a recipient of drug treatment services.

(c) Lyn Sherry, 103 N. 201st St., asked the City Council to pass a resolution of support for teachers' efforts for increased compensation, as the Seattle City Council has.

(d) Veronica Cook, 18037 Stone Ave. N. #A, also asked for support of teachers. She said Shoreline has award-winning schools, and some excellent teachers are being lost because of the salary situation.

(e) Kathryn Ernst, 224 N. 201st St., a member of the Arts Council Board, wished to clarify that the Arts Council cannot solicit funds from the Shoreline School District, which is prohibited by law from giving money to a nonprofit organization. On a second topic, she also supported the resolution for increased teacher salaries.

Councilmember Gustafson distributed copies of the City of Seattle resolution referred to by the speakers and asked that Council consider reviewing it. He noted that a major strength of the City is its educational programs.

Mayor Jepsen clarified that the bluff trail mediation and the Shoreview Park ballfield involve two different processes. Shoreview Park required an Environmental Impact Statement, which is a formal legal document with certain steps to follow. The mediation process for the bluff trail was informal and not legally required. Mr. Deis added that there will be a public hearing on Shoreview Park.

Responding to Deputy Mayor Montgomery, Mr. Deis explained that no public agency can grant funds to a private party without receiving services in return. The Arts Council would have to provide certain services in return for any funding it received from the School District, as occurs with the City.

Councilmember Ransom raised a question about a flyer being distributed by Goldie's advertising the grand opening of its mini-casino in May. He said the State Gambling Commission granted Goldie's a mini-casino license, but the question has been raised of whether Goldie's is abiding by the City moratorium or whether there are some grandfathering conditions involved.

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Bruce Disend, City Attorney, explained that a week ago staff had a meeting with the owners, architects and legal counsel of Goldie's to discuss their plans. At that time, Goldie's was told that an expansion of its operation would be in violation of the moratorium. Discussion of various remodeling scenarios ensued, but staff said that until a specific application is received, staff could not respond to questions. The statement was also made that if an expansion were to take place in violation of the moratorium, the City most likely would have to take legal action. Mr. Disend concluded that at this point the issue of a basis for grandfathering came up, but he said he did not have any factual information on this and no determination can be made until such information is forthcoming.

Councilmember Ransom advised staff to observe what happens on May 14 at Goldie's.

6. APPROVAL OF THE AGENDA

Upon motion by Councilmember King, seconded by Councilmember Ransom and unanimously carried, the agenda was approved.

7. CONSENT CALENDAR

Upon motion by Councilmember Ransom, seconded by Deputy Mayor Montgomery and unanimously carried, the following Consent Calendar items were approved:

**Workshop Minutes of March 15, 1999
Regular Meeting Minutes of March 22, 1999**

**Approval of expenses and payroll as of April 5, 1999
in the amount of \$ 684,998.85**

8. OTHER ACTION ITEMS: ORDINANCES, RESOLUTIONS AND MOTIONS

- (a) Motion to authorize the City Manager to sign an agreement with the Washington State Association of Sheriffs and Police Chiefs for full-service electronic home monitoring and detention

Eric Swansen, Senior Management Analyst, reviewed the staff report, noting electronic monitoring is an alternative to incarceration in certain controlled circumstances. He explained the technical details of electronic monitoring, which allows a person to retain a regular job or do certain scheduled activities while under electronic house arrest. He said the State's DUI law now requires electronic monitoring to provide a probationary period after jail time. It is less expensive than incarceration and this program will not cost the City anything, since it will be funded completely by the offenders and can be done with existing staff.

Responding to Councilmember Ransom, Mr. Swansen said this approach can also be used by the court for regular misdemeanor cases. He said the judges are enthusiastic and see a number of opportunities for using it.

After having his questions answered, Councilmember Gustafson said the critical issue is whether this is effective and safe. Mr. Swansen assured him that it is, since violent people or individuals who pose a threat to the community will not participate.

Mayor Jepsen felt the approach makes sense. His only concern was that Shoreline is dependent on the court system to make the right determination about who is eligible for the program.

Responding to Councilmember Lee, Mr. Swansen explained the penalties for non-compliance.

Councilmember Gustafson moved to authorize the City Manager to sign an agreement with the Washington State Association of Sheriffs and Police Chiefs for a one-year pilot program for electronic home monitoring services. Councilmember Ransom seconded the motion, which carried unanimously.

- (b) Motion to authorize the City Manager to execute an interlocal agreement with the Washington State Department of Transportation for widening of N. 175th St. at I-5 to extend left-turn lanes for I-5 north and southbound access

Chuck Purnell, Capital Projects Manager, provided background on the existing conditions and history of the project, which is designed to address the inadequacy of the left turn lane on NE 175th St. for vehicles turning left to southbound and northbound I-5. City codes will require the installation of sidewalks where they do not exist and reinstallation of sidewalks that must be removed for street widening. The Washington State Department of Transportation (WSDOT) must also provide surface water runoff detention to mitigate for the increase in impervious area. In addition to the detention facility, WSDOT will have to provide water quality enhancement for the surface water runoff the project will generate, so WSDOT proposes a bio-swale for this purpose and has provided the City with three design options. Mr. Purnell noted that a minor amount of right-of-way will be taken from Ronald Bog Park in the area of the Rotary Club daffodils.

Mr. Purnell demonstrated with photographs the two sidewalk options, with and without planter strips. Staff recommends sidewalks with planter strips. He also outlined the water quality swale options: 1) the large swale, two-thirds on State property and one-third on City property; which might be difficult to permit in the park and would cost more; 2) a swale only on the WSDOT right-of-way, which could be financed through existing funds; and 3) a meandering swale within the park itself. Options 1 and 3 would significantly disturb the park and provide minimal aesthetic improvements. Due to the elevation difference between the existing drainage channel and portions of the park

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adjacent to the channel, the swale through the park would have to be excessively wide to meet the water quality design criteria, making a large portion of the park unusable for passive recreation. Staff recommends Option 2.

Mayor Jepsen called for public comment.

(a) Kathy Halliburton, 18315 Wallingford Ave. N., supported the staff recommendation for sidewalks with planter strips and said it was a good idea to have irrigation in the islands. She pointed out that having the planter strips will help with runoff and impervious surface.

Deputy Mayor Montgomery moved to authorize the City Manager to execute an interlocal agreement with WSDOT to grant temporary construction easements to the State, and to transfer the \$37,195 grant the City received from the State to WSDOT for water quality improvements to runoff entering Ronald Bog. Councilmember Gustafson seconded the motion.

Mr. Deis said the City is recommending that the State install irrigation in the islands. WSDOT has responded that it does not do this. He said Shoreline will go back and ask again, but the City might have to do the installation itself.

Councilmember Gustafson supported the irrigation and the planter strips. With regard to the swale, he felt the City should try to put in the most efficient water quality treatment system, particularly because of possible future requirements of the Endangered Species Act (ESA).

Mr. Purnell said Option 2 is about 30 percent larger than required by Code. He said swales take up a lot of space and usually are not sized to the heaviest storms. There is only a five percent difference in the amount of water that will be treated in the two options.

Councilmember Gustafson asked if it will not be more efficient in the long run for the area to go with the larger swale. Mr. Purnell said this would require additional funding and have greater impacts to the park.

Councilmember Gustafson asked if the federal government will review both alternatives and perhaps select Option 1 because of ESA concerns. Mr. Purnell said both options are in the environmental analysis to be reviewed.

Councilmember King commented on the major stormwater problems at Ronald Bog. Mr. Purnell said the detention facility, which will reduce the peak amounts of flow into the Bog, and the swale will both help.

Councilmember King expressed support for a swale but she could not see why the City would not go with Option 1 when there are so many problems at Ronald Bog. She did not feel the larger swale would make a huge impact on the park and felt that in the long

run a larger swale would be a lot cheaper. She supported the sidewalks with planter strips.

Mayor Jepsen also supported the planter strips, but he noted that the area to the west of Corliss Ave. is shown with a painted traffic island instead of planter strips. He felt the entire area should be treated the same. Mr. Purnell said this has been discussed and can be brought up again. Mayor Jepsen felt it would not be reasonable to do a "half-baked" job. He also wished to ensure that the new sidewalks west of the interchange on the northern portion of 175th will have planter strips, too.

Continuing, Mayor Jepsen had a concern about the WSDOT property adjacent to the southbound ramp, which he felt should be cleaned up. He said installation of the wet swale provides an opportunity to focus on appropriate plantings, instead of having blackberries and Scotch broom in that area. He supported irrigation in the medians and reiterated that he did not wish to see painted traffic islands.

Councilmember Lee advised that homeowners adjacent to the detention pond may be alarmed about it, and WSDOT and the City should keep them informed about what is planned. Mr. Purnell said this will undoubtedly occur.

In response to Councilmember Lee, Mr. Deis said he had already alerted the Rotary Club to the proposed changes affecting the flower beds.

Councilmember Lee asked how much more expensive the other water quality options are than the one that has been proposed. Mr. Purnell said there is a permitting issue with both Options 1 and 3, in that perhaps the federal government will not permit any work in the park. This would risk potential delays. He estimated the expense would be one-third to double.

Deputy Mayor Montgomery pointed out that more vegetation would be disturbed in Option 1.

Mr. Purnell gave examples of other opportunities to do water quality and quantity work at Ronald Bog.

Mayor Jepsen asked if there is any way to move construction up to have it occur at the same time as the City's project at 175th St. and Meridian. Mr. Purnell said that with the ESA, it may be difficult for the State to meet even the current schedule.

A vote was taken on the motion to authorize the City Manager to execute an interlocal agreement with WSDOT to grant temporary construction easements to the State and to transfer the \$37,195 grant the City received from the State to WSDOT for water quality improvements to runoff entering Ronald Bog. The motion carried 5 - 1, with Councilmember King dissenting.

April 12, 1999

Mayor Jepsen expressed Council consensus to have sidewalk improvements with planter strips on all sides of the project.

Mayor Jepsen called for Council comments on the water quality improvements:

Councilmember Lee supported Option 2 but asked about including the WSDOT property in the swale. Mr. Purnell said the swale is currently being placed at the outlet of an existing drainage line. The possibility may exist to remove sections of that drain line but this can be looked at further in the design phase.

Councilmember Gustafson also supported Option 2 but asked that there be a comparison with Option 1 as the process proceeds.

Deputy Mayor Montgomery and Mayor Jepsen supported Option 2.

Councilmember King continued to support Option 1. She felt the City should not spend any money without making a serious effort at solving the problem at Ronald Bog. Councilmember Ransom also supported Option 1 in deference to Councilmember King's expertise in water quality issues.

Mayor Jepsen noted that the City should continue to investigate ways to do this project in conjunction with a solution to the Ronald Bog problems.

Mayor Jepsen expressed Council consensus to install irrigation in the landscaped islands.

9. CONTINUED PUBLIC COMMENT: None

10. ADJOURNMENT

Mayor Jepsen declared the meeting adjourned at 9:22 p.m.

Sharon Mattioli, CMC
City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Expenses and Payroll as April 16, 1999
DEPARTMENT: Finance
PRESENTED BY: Al Juarez, Financial Operations Supervisor 

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$693,167.88 specified in the following detail:

Payroll and benefits for March 7 through March 20, 1999 in the amount of \$203,982.50 paid with ADP checks 2653-2711, vouchers 120001-120097, benefit checks 70229-70234 and

Payroll and benefits for March 21 through April 3, 1999 in the amount of \$209,183.27 paid with ADP checks 2712-2764, vouchers 140001-140099, benefit checks 000056-000061 and

the following claims examined by C. Robert Morseburg paid on March 29, 1999:

Expenses in the amount of \$125,278.39 paid on Expense Register dated 3-29-99 with the following claims checks: 10842-10861 and

Expenses in the amount of \$17,509.87 paid on Expense Register dated 3-29-99 with the following claims checks: 10862-10872 and

Expenses in the amount of \$17,134.81 paid on Expense Register dated 3-29-99 with the following claims checks: 10873-10891 and

Expenses in the amount of \$692.20 paid on Expense Register dated 3-29-99 with the following claims checks: 10892-10894 and

Expenses in the amount of \$3,084.96 paid on Expense Register dated 3-29-99 with the following claims checks: 10695-10896 and

Expenses in the amount of \$35,672.69 paid on Expense Register dated 3-29-99 with the following claims checks: 10897-10917 and

Expenses in the amount of \$20,360.14 paid on Expense Register dated 3-29-99 with the following claims checks: 10718-10929 and

the following claims examined by C. Robert Morseburg paid on April 9, 1999:

Expenses in the amount of \$8,896.61 paid on Expense Register dated 4-9-99 with the following claims checks: 000002-000017 and

Expenses in the amount of \$40,398.46 paid on Expense Register dated 4-9-99 with the following claims checks: 000018-000032 and

Expenses in the amount of \$10,973.98 paid on Expense Register dated 4-9-99 with the following claims checks: 000034-000054.

Approved By: City Manager _____ City Attorney _____

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Resolution No. 153, amending the Council's Rules of Procedure with regard to the scheduling of August City Council meetings
DEPARTMENT:	City Manager's Office/City Clerk's Office <i>SM</i>
PRESENTED BY:	Larry Bauman, Assistant City Manager <i>LS</i> / Sharon Mattioli, City Clerk

EXECUTIVE / COUNCIL SUMMARY

Your Council recently adopted Resolution No. 151, establishing Rules of Procedure for City Council meetings. That resolution includes a provision that City Council hold only the first workshop and first regular meeting in the month of August, leaving the remainder of the month as a summer break. Several conflicts with the existing schedule have been internally discussed by some Councilmembers, including the fact that the celebration of Shoreline's incorporation takes place annually during the last part of August. As a result, some Councilmembers had to break up vacation trips in order to attend Celebrate Shoreline events. The suggestion was made to change this schedule to have a two-week break at the beginning of August instead of later in the month. We believe there is Council consensus to make this change.

The attached resolution would adopt revised Rules of Procedure and implement these minor changes. We have also rewritten this language to make it more clear to the public when meetings will not be scheduled.

Section 5. Meetings.

A. Regular Meetings. The Council shall hold Regular Meetings on the second and fourth Monday of each month at 7:30 p.m. in the Shoreline Conference Center, located at 18560 First Ave. NE, Shoreline, Washington. Should any meeting occur on a legal holiday, the meeting shall be held at the same hour and place on the following day. Only the first Regular Meeting will be held in the months of August and December. There will be no Regular Meeting on the second Monday in the month of August or the fourth Monday in the month of December.

B. Workshops. The Council shall hold Workshops on the first and third Monday of each month at 6:30 p.m. in the Shoreline Conference Center, located at 18560 First Ave. N.E., Shoreline, Washington. Should any meeting date occur on a legal holiday, the meeting may be canceled or postponed to the same hour

and place on the following day at the discretion of the Mayor in consultation with the City Manager. Workshops will be informal meetings for the purpose of reviewing upcoming agenda items, current and future programs or projects or other information the City Manager or Council feels is appropriate. ~~Only the first Workshop will be held in the months of August and December. There will be no Workshop on the first Monday in the month of August or the third Monday in the month of December.~~

RECOMMENDATION

Staff recommends adoption of Resolution No. 153, establishing revised Rules of Procedure for the City Council and repealing Resolution No. 151.

ATTACHMENTS

Attachment A: Proposed Resolution No. 153

Approved By: City Manager LB City Attorney N/A

RESOLUTION NO. 153

**A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON,
ESTABLISHING RULES OF PROCEDURE FOR THE CITY COUNCIL
AND REPEALING RESOLUTION NO. 151**

WHEREAS, Chapter 35A.11.020 RCW gives the City Council of each code city the power to organize and regulate its internal affairs within the provisions of Title 35A RCW; and

WHEREAS, a comprehensive procedure for Council Meetings combining all applicable statutes will provide the most expedient means of conducting Council Meetings; and

WHEREAS, the City Council wishes to amend certain provisions of Section 5(A) and (B) of Resolution No. 151, its Rules of Procedure;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, AS FOLLOWS:

Section 1. General. These rules constitute the official rules of procedure for the Shoreline City Council. In all decisions arising from points of order, the Council shall be governed by Robert's Rules of Order (newly revised 1990 edition), a copy of which is maintained in the office of the Shoreline City Clerk.

Section 2. Organization.

A. Swearing in of New Councilmembers. New Councilmembers shall be sworn in by the City Clerk.

B. Election of Mayor. The Council shall elect a Mayor and Deputy Mayor for a term of two years. The motion to elect the Mayor and Deputy Mayor will be placed on the agenda of the first Regular Meeting of even-numbered years. In the temporary absence of the Mayor, the Deputy Mayor shall perform the duties and responsibilities of the Mayor with regard to conduct of meetings and emergency business. In the event the Mayor is unable to serve the remainder of the term, a new mayor shall be elected at the next regular meeting. In the event the Deputy Mayor is unable to serve the remainder of the term, a new Deputy Mayor shall be elected at the next regular meeting.

1. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Nominations do not require a second. The Chair will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Chair will ask again for further nominations and if there are none, the Chair will declare the nominations closed. A motion to close the nominations is not necessary. After nominations have been closed, voting for Mayor takes place in the order nominations were made.

Councilmembers will be asked for a voice vote and a raise of hands. As soon as one of the nominees receives a majority vote (four votes), then the Chair will declare him/her elected. No votes will be taken on the remaining nominees. If none of the nominees receives a majority vote, the Chair will call for nominations again and repeat the process until a single candidate receives a majority vote before the Office of Deputy Mayor is opened for nominations. A tie vote results in a failed nomination.

2. A super majority vote (5) shall be required to approve a motion to remove the Mayor or Deputy Mayor from office for cause.

C. Quorum. At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but in the absence of a quorum, the members present may adjourn the meeting to a later date.

D. Voting. The votes during all Council Meetings shall be conducted as follows:

1. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Council-member, a random roll call vote shall be taken by the Clerk (Robert's Rules of Order, Newly Revised, 1990 edition).

2. In case of a tie vote on any motion, the motion shall be considered lost.

3. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under state law is present. Unless a member of the Council states that he or she is abstaining, his or her silence shall be recorded as an affirmative vote.

4. Motions to Reconsider. A motion to reconsider must be made by a person who voted with the majority on the principal question and must be made at the same or next succeeding Regular Meeting.

E. Attendance, Excused Absences. Members of the Council may be excused from attending a City Council meeting by contacting the Mayor prior to the meeting and stating the reason for his or her inability to attend. If the member is unable to contact the Mayor, the member shall contact the City Manager or Clerk, who shall convey the message to the Mayor. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and inquire if there is a motion to excuse the member. This motion shall be nondebtable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes. Councilmembers who do not follow the above process will be considered unexcused and it shall be so noted in the minutes.

F. General Decorum.

1. While the Council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, nor disrupt any member while speaking nor refuse to obey the orders of the Council or the Mayor, except as otherwise provided in these Rules.

2. Any person making disruptive, impertinent, or slanderous remarks or who becomes boisterous while addressing the Council shall be asked to leave by the Presiding Officer and barred from further audience before the Council for that meeting.

G. Confidentiality.

1. Councilmembers should keep confidential all written materials and verbal information provided to them during Executive Sessions, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure under the Revised Code of Washington.

H. Adjournment. Council Meetings shall adjourn no later than 10:00 p.m. The adjournment time established thereunder may be extended to a later time certain upon approval of a motion by a majority of the Council. Any Councilmember may call for a "Point of Order" to review agenda priorities.

I. City Clerk. The Clerk or an authorized Deputy Clerk shall attend all Council Meetings. If the Clerk and the Deputy Clerk are absent from any Council Meeting, the Mayor or Deputy Mayor shall appoint a Clerk Pro Tempore.

J. Attendance of Officers or Employees. Any City officer or employee shall have the duty when requested by the Council to attend Council Meetings and shall remain for such time as the Council may direct.

Section 3. Officers.

A. Presiding Officers. The Mayor, or in his or her absence, the Deputy Mayor, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Deputy Mayor, the Council shall appoint one of the members to the Council to act as a temporary Presiding Officer.

B. Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:

1. Call the meeting to order.
2. Keep the meeting to its order of business.

3. Control discussion in an orderly manner.
 - a. Give every Councilmember who wishes an opportunity to speak when recognized by the chair.
 - b. Permit audience participation at the appropriate times.
 - c. Require all speakers to speak to the question and to observe the rules of order.
4. State each motion before it is discussed and before it is voted upon.
5. Put motions to a vote and announce the outcome.

C. Presiding Officer, Question of Order. The Presiding Officer shall decide all questions of order, subject to the right of appeal to the Council by any member.

D. Presiding Officer, Participation. The Presiding officer may at his or her discretion call the Deputy Mayor or any member to take the chair so the Presiding Officer may make a motion or for other good cause yield the Chair.

E. Request for Written Motions. Motions shall be reduced to writing when required by the Presiding Officer of the Council or any member of the Council. All resolutions and ordinances shall be in writing.

Section 4. Duties and Privileges of Councilmembers.

A. Forms of Address. The Mayor shall be addressed as "Mayor (surname)" or "Your Honor." The Deputy Mayor shall be addressed as "Deputy Mayor (surname)." Members of the Council shall be addressed as "Councilmember (surname)."

B. Seating Arrangement. The Mayor shall sit at the center of the Council, and the Deputy Mayor shall sit at the right hand of the Mayor. Other Councilmembers are to be seated in a manner acceptable to Council. If there is a dispute, seating shall be in position order.

C. Dissents and Protests. Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered in the minutes.

Section 5. Meetings. All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW Section 42.30). All Regular Meetings, Special Meetings and Workshops of the Council shall be open to the public. Any Regular Meeting or Workshop may be canceled by a majority vote of the Council taken at least one week before said meeting.

A. Regular Meetings. The Council shall hold Regular Meetings on the second and fourth Monday of each month at 7:30 p.m. in the Shoreline Conference Center, located at 18560 First Ave. NE, Shoreline, Washington. Should any meeting occur on a legal holiday, the meeting shall be held at the same hour and place on the following day. ~~Only the first Regular Meeting will be held in the months of August and December. There will be no Regular Meeting on the second Monday in the month of August or the fourth Monday in the month of December.~~

B. Workshops. The Council shall hold Workshops on the first and third Monday of each month at 6:30 p.m. in the Shoreline Conference Center, located at 18560 First Ave. N.E., Shoreline, Washington. Should any meeting date occur on a legal holiday, the meeting may be canceled or postponed to the same hour and place on the following day at the discretion of the Mayor in consultation with the City Manager. Workshops will be informal meetings for the purpose of reviewing upcoming agenda items, current and future programs or projects or other information the City Manager or Council feels is appropriate. ~~Only the first Workshop will be held in the months of August and December. There will be no Workshop on the first Monday in the month of August or the third Monday in the month of December.~~

C. Special Meetings. Special Meetings may be held by the Council subject to notice requirements prescribed by State law. Special Meetings may be called by the Mayor, Deputy Mayor, or any four members of the City Council by written notice delivered to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. The notice of such Special Meetings shall state the subjects to be considered, and no subject other than those specified in the notice shall be considered.

D. Executive Sessions. The Council may hold Executive Sessions from which the public may be excluded, for those purposes set forth in Chapter 42.30.110 RCW. Before convening an Executive Session, the Presiding Officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time, a public announcement shall be made that the Session is being extended.

E. Meeting Place. Council Meetings will be at a time and place as Council directs.

F. Public Notice. The City shall comply with the provisions of RCW 35A.12.160. The public shall receive notice of upcoming public hearings through publication of such notice in the City's official newspaper at least ten (10) days prior to the hearing.

Section 6. Council Order of Business.

A. Order of Business for Regular Meetings. The order of business for each Regular Meeting shall be as follows:

Regular Session (7:30 p.m.)

1. Call to Order
2. Flag Salute, Roll Call
3. Report of the City Manager
4. Reports of Boards and Commissions
5. Public Comments
6. Approval of the Agenda
7. Consent Calendar
8. Action Item: Public Hearings
9. Other Action Items: Ordinances, Resolutions and Motions
10. Unfinished Business
11. Continued Public Comments
12. New Business
13. Executive Session
14. Adjournment

B. Order of Business for Workshops. The order of business for each Workshop shall be as follows:

Workshop (6:30 p.m.)

1. Call to Order
2. Flag Salute/Roll Call
3. City Manager's Report and Future Agendas
4. Council Reports
5. Public Comments
6. Workshop Items
7. Continued Public Comments
8. Executive Session
9. Adjournment

C. Council Agenda. No legislative item not on the agenda shall be voted upon.

Section 7. Consent Calendar.

A. The City Manager in consultation with the Presiding Officer, shall place matters on the Consent Calendar which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council, by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely.

B. The motion to adopt the Consent Calendar shall be non-debatable and have the effect of moving to adopt all items on the Consent Calendar. Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. Councilmembers are given an opportunity to remove items from the Consent Calendar after the motion is made and seconded to approve the agenda. If any matter is withdrawn, the Presiding

Officer shall place the item at an appropriate place on the agenda for deliberation at the current or future Council Meeting.

Section 8. Public Testimony.

A.1 Workshops

The Council will take general public comments at Workshops in the beginning (Section No. 5). Section 5 will be limited to a maximum period of twenty minutes. Each speaker will be allowed to speak for two minutes. A maximum of three persons will be permitted to speak to each side of any one topic. Speakers will be allowed to speak at the end of the meeting (Section No. 7) for five minutes, with no other limitations. Speakers are also invited to speak during scheduled workshop items for two minutes. During workshop items, the public will be invited to comment after staff provides a report to the Council.

A.2 City Council Regular Meetings

The Council will take public testimony at the Regular Meeting only during the Public Comments sections (Nos. 5 and 11) and the Action Item Sections (Nos. 8 and 9). Individuals speaking under the initial Public Comments Section (No. 5) shall speak for no more than two minutes, or no more than three minutes when presenting the official position of a recognized organization. Section 5 will be limited to a maximum period of twenty minutes. A maximum of three speakers will be permitted to speak to each side of any one topic. The later Public Comments Section will provide for five minutes of testimony, with no other limitations. All action items on the agenda will begin with a staff report followed by a public comment period of two minutes per person.

Suspension of this rule will require four votes. The Presiding Officer shall ask the rest of the Councilmembers if they have any comments or questions before the citizen is excused. Public oral testimony shall not be given on quasi-judicial matters outside of a public hearing except on matters of procedure.

The City Attorney shall advise as to what state law permits as to public comment on quasi-judicial matters. If comments on quasi-judicial matters are provided in writing, they will be reviewed by the City Attorney for appropriateness before being presented to the Council. Such written comments must be filed with the City Clerk by 1:00 p.m. of the Wednesday preceding the Regular or Special Meeting.

B. Identification of Speakers. Persons testifying shall identify themselves for the record as to name, address and organization.

C. Instructions for Speakers. An instruction notice for speakers will be available at the meeting. Speakers will be advised by the Presiding Officer that their testimony is being recorded.

D. Rules for Public Testimony. The following rules shall be observed

during any Public Hearing:

1. Individuals will be allowed three minutes to speak or five-minutes when presenting the official position of a recognized organization, and each organization shall have only one five (5) minute presentation. If a speaker purports to speak for an organization, club or others so as to lead Council to believe that a number of persons support a position, then such person shall state how that position was developed by the group.
2. The Presiding Officer may allow additional time for receipt of written testimony when needed.
3. The Clerk shall be the timekeeper.

E. Addressing Council Outside of a Public Hearing or Public Comments. No person shall be allowed to address the Council while it is in session without the recognition of the Presiding Officer.

Section 9. Agenda Preparation.

A. The Clerk will prepare an agenda for each Council Meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review by the Presiding Officer.

B. An item for a Regular Council meeting may be placed on the agenda by any of the following methods:

1. A majority vote of the Council for a Regular Council Meeting.
2. Council consensus.
3. By any two Councilmembers, in writing or with phone confirmation, with signatures by fax allowed for confirmation of support, no later than 12:00 (noon) five days prior to the meeting. The names of the requesting Councilmembers shall be set forth on the agenda.
4. By the City Manager.
5. By the Mayor or Deputy Mayor when acting in the absence of the Mayor.

C. An item may be placed on the agenda for a Regular Council Meeting at the time the Council approves the agenda only if a Councilmember or the City Manager explains the necessity for placing the item on the agenda and receives a majority vote of the Council to do so.

D. Agenda bills in City Council packets shall be in a standard format agreed upon by the City Council with the City Clerk.

E. Legally required advertised public hearings will have a higher priority over other agenda items scheduled for convenience rather than for statutory or other reasons.

F. Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.

G. It is the intent of the City Council that council procedures be periodically reviewed as needed, but no less than every two years. Accordingly, Council procedures shall be considered in the month of January of every even-numbered year, and may be considered at any other time that Council shall choose to review them.

Section 10. Correspondence. All correspondence from the City Administration to the City Council shall be signed or initialed by the individual responsible for the correspondence and shall contain the name and title of that individual in the address block.

Section 11. Effect/Waiver or Rules. These rules of procedure are adopted for the sole benefit of the members of the City Council to assist in the orderly conduct of Council business. These rules of procedure do not grant rights or privileges to members of the public or third parties. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive any of the provisions herein.

Section 12. Repealer. Resolution No. 151 establishing rules of procedure for the City Council is hereby repealed.

ADOPTED BY THE CITY COUNCIL ON _____, 1999.

Mayor Scott Jepsen

ATTEST:

Sharon Mattioli, CMC
City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Presentation by King County Library Director Regarding the Design of the New Richmond Beach Library
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Bill Ptacek, Director of the King County Library System <u>LB</u> (for)

EXECUTIVE / COUNCIL SUMMARY

The Final Environmental Impact Statement (FEIS) was published April 14, 1999, for the proposed construction a new Richmond Beach Library. However, your Council has not had an opportunity to receive a detailed presentation on the design and conceptual plans for the Library project, which is proposed for the Richmond Beach Community Park. Now that the FEIS is out and has been reviewed by the King County Library Board, it is an appropriate time for Council's discussion concerning this project.

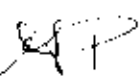
Bill Ptacek, Director of the King County Library System, will make the presentation. The Library System's consulting architect, Ray Johnston, will accompany him.

RECOMMENDATION

No specific action is required at this time. This item is only informational.

Approved By: City Manager LB City Attorney N/A

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of the 1999 Road Overlay Program and Interlocal Agreement with King County
DEPARTMENT:	Public Works
PRESENTED BY:	Gail Perkins, Public Works Operations Manager 

EXECUTIVE / COUNCIL SUMMARY

The purpose of this report is to request your Council's approval of proposed road overlay projects for 1999. At your Council meeting on February 1, 1999, Public Works staff introduced the use and concept of Pavement Management systems. Staff presented a long term strategy to optimize available funds, improve the overall condition of our pavement network and get more work done with limited funds. Council concurred that it would be necessary to increase the overlay budget of \$400,000 adopted during the 1999 budget to \$590,000 to bring road conditions to an appropriately maintained service level. On February 22, 1999, your Council approved the necessary budget amendment to increase the City's overlay budget by \$190,000.

Public Works staff has identified locations for the 1999 overlay program utilizing the King County Roads Pavement Management System data. Staff is currently in the process of developing the City's own pavement management system and evaluating current pavement conditions. This will produce a three-year plan utilizing the mixed methods approach (thick or thin overlay, slurry seal coat, etc.) agreed upon by your Council on February 1 of this year. The plan will be presented to your Council later this year. Staff has performed an extensive analysis of the King County data for accuracy and validity. Our reviews included field inspections and analysis utilizing the criteria that was the foundation of the February staff report but we also added criteria or information gathered by the City as part of other projects or programs. The following lists those criteria:

- Pavement condition rating scores
- Customer request data for multiple issues such as pothole repair, patching and pavement requests
- Complementary projects including drainage improvements, Capital Improvement Program and grant applications that may address pavement conditions through other means
- Needed improvements for pedestrian safety such as wheelchair curb cuts

- Planned development, improvements or street cuts by local utilities
- Location (efforts to complete contiguous areas)

Based on our experience during the completion of last year's pavement program one additional condition was added to this year's overlay program:

- No extensions will be made to the current pavement width unless there are extenuating circumstances (until we complete new road design standards)

Based upon a survey of City streets using the criteria described above, our recommendations for the 1999 Overlay Program are listed below (see Attachment A):

- Densmore Place, between Aurora Village Center and Meridian Ave N, north of N 200th Street
- NE 200th Street from Aurora Ave N to Meridian Ave N
- Bagley Place and N 176th, east of Meridian
- NE 155th Street from I-5 to 15th Ave NE
- 15th Ave NE from NE 180th Street to NE 195th Street
- NE 175th Street from I-5 to 15th Ave NE
- Fremont Ave N from N 165th Street to N 185th Street (including Evanston from 173rd to 175th)
- Richmond Beach Saltwater Park road

These areas have been identified as roads in poor and failing condition. They have been reviewed and analyzed utilizing the criteria listed earlier. The roads identified in this year's recommendation have eroded to a degree where alternate methods of maintenance (means other than overlays) would not result in the successful rehabilitation of the pavement conditions in these areas. In addition, completing these areas would reduce the number of customer requests received and of the amount reactive maintenance costs. Our primary objective is to effectively maintain or enhance the integrity of the City's roadway system in the most cost efficient manner. We expect no changes to traffic striping or configuration resulting from this year's overlay program. Staff is requesting your Council's approval to proceed with the identified overlay program. We would like to contract again this year with King County Department of Roads and Transportation to benefit from the cost savings of a large scale bidding process that King County can facilitate.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an interlocal agreement with the King County Department of Roads and Transportation Division not to exceed the amount of \$590,000 to complete the identified projects listed in the 1999 Overlay Program.

Approved By: City Manager LB City Attorney SLP

BACKGROUND / ANALYSIS

The City of Shoreline has approximately 380 lane miles of paved surfaces with an estimated replacement value of \$380 million. As part of the 1999 Pavement and Rehabilitation Plan presented to your Council on February 1, 1999, staff reviewed a series of pavement treatment options that could be applied over the life of the pavement to maximize the use of limited funds and extend the life of the pavement. Staff introduced the use of an automated pavement management system that assists with the monitoring and management of pavement surface conditions. Included in that report was an analysis of our own pavement network utilizing King County distress survey data. This survey data identified the severity of different types of cracking, the amount of loose rock, rutting and potholes. The City's pavement condition was rated using a scale from 0-100 with 0 being the worst condition and 100 being the best.

The City's overall weighted average score indicated our pavement network system to be in fair (65) condition, but the report showed pavement conditions rated below 65 failed 6 times faster than those rated above 65. The analysis of the condition of pavement surface within Shoreline included a few application alternatives. One application alternative depicted the "Status Quo" option (reactive rather than planned maintenance) reflecting the City's prior maintenance practices and funding levels of \$400,000 annually. The continuation of this program would create a decline in pavement conditions and a dramatic increase of deferred maintenance with a need for large capital investments occurring in the long term. The maintenance programs that staff recommended and Council approved was a Mix Method pavement program. This maintenance strategy proposed overlays on major arterial and high traffic areas and seal coats on low traffic non-curb and gutter areas to provide a balance of the overall condition of the pavement network. This maintenance strategy provided the best level of pavement condition and the lowest deferred maintenance costs. This program required that an additional \$190,000 be added to the adopted 1999 pavement management program total annual budget. This would increase the annual budget from the \$400,000 adopted by your Council during the 1999 budget process to \$590,000. Your Council approved this budget amendment on February 22, 1999.

This report identifies locations for the 1999 Overlay Program utilizing King County Roads Pavement Management System data. Staff has performed an extensive analysis of the data for accuracy and validity on the roads identified in this year's overlay program. This review included visual inspections. An additional analysis was utilized in selecting this year's candidates. We started with the criteria used to determine the long-term pavement management strategies to keep overall pavement condition scores at a satisfactory level. Yet, there is additional more immediate criteria that was added to reflect more immediate needs. For example, we did not want to call for an overlay where a utility plans extensive street cuts in the near future. The following lists those criteria:

- Pavement condition rating scores
- Customer request data for multiple issues such as pothole repair, patching and pavement requests

- Complementary projects including drainage improvements, Capital Improvement Program and grant applications that may address pavement conditions through other means
- Needed improvements for pedestrian safety such as wheelchair curb cuts
- Planned development, improvements on street cuts by local utilities
- Location (efforts to complete contiguous areas)

Based on our experience during the completion of last year's pavement program, two additional conditions were added to this year's overlay program:

- No extensions will be made to the current pavement width
- No changes will be made to existing traffic configurations (no revisions to existing striping or button patterns)

Based on the survey data that identified the severity of different types of cracking, the amount of loose rock, and rutting and potholes, and after extensive review of the criteria, our recommendations for the 1999 Overlay Program are listed below (see Attachment A):

Densmore Place, between Aurora Village Center and Meridian Ave N, north of N 200th Street

- Pavement conditions rated as low as 9
- Multiple customer requests for pothole repair
- This neighborhood has had little to no pavement treatment in years. Roads are deteriorated to the point where other pavement treatment options would not be effective. This area is somewhat similar to the Richmond Beach area completed last year. The neighborhood consists of a mix of curb and gutter and gravel shoulders. There would be no additions to the current roadway widths. Due to the condition of the pavement, it will be a combination of thick and thin overlay.

NE 200th Street from Aurora Ave N to Meridian Ave N

- Pavement condition ratings of 10
- Multiple customer requests for repair of large potholes; several temporary patching requests
- As part of the permitting requirements for the installation of the new gas station at Costco, two lanes of traffic that front the property were required to be overlaid. Staff is working with the Development Services Group and Costco project managers to coordinate these improvements with our overlay program. By doing this we will have a complete and contiguous overlay with no match lines. This adds to the life of the pavement.

Bagley Place and N 176th Street, east of Meridian

- Pavement conditions rated as low as 9
- Requests for repair of potholes, grass growing in center of the street and drainage issues
- This area was part of our small drainage improvement program last year. Catch basins were installed to relieve flooding issues, and repairs of the asphalt cuts from the project were planned to be included in this year's overlay program. Overlaying

this area would resolve a number of complaints related to the condition of the pavement. This area is not a candidate for other treatment methods. A thin overlay will increase the life of the pavement and reduce the need for reconstruction.

NE 155th Street from I-5 to 15th Ave NE

- Pavement conditions rated as low as 11
- A large number of cracks are occurring as well as loose rock and aggregate loss
- As part of the 1998 Overlay program NE 155th Street was completed from I-5 to Aurora. This area incorporated capital improvements along NE 155th Street from Meridian Ave N to Aurora Ave. Bike lanes were installed on each side as well as a continuous center left turn lane to provide increased pedestrian safety. Due to limited funds last year we were not able to complete the overlay on 155th from I-5 to 15th Ave NE. Incorporating this into this year's program would create a complete corridor from 155th to Aurora. This is also an arterial street with high volumes of traffic. Again, a thick overlay is preferred over alternative methods for an extended life expectancy.

15th Ave NE from 180th Street to 195th Street

- Pavement conditions rated as low as 15
- Numerous calls and requests related to poor pavement conditions
- This area has several problems that are related to high volumes of traffic, a large slope and grade to the road and poor drainage conditions. Staff is coordinating drainage maintenance improvements as part of this overlay project. Storm drainage catch basins in this area are very old and built with small brick and mortar. The mortar has eroded allowing water to flow under the pavement. This is creating a number of large voids in the pavement around catch basins, and severe cracking down the traveled lanes. This pavement is failing fast due to the volume of water as well as traffic. The combination of the replacement of the brick and mortar with new one-piece catch basins and the application of a thick overlay would remedy the poor pavement conditions in this area.

NE 175th Street from I-5 to 15th Ave NE

- Pavement conditions rated as low as 15
- A number of requests for repairs of large potholes. Patching requests related to delaminating pavement
- This is an opportunity to coordinate with a Capital Improvement project underway on N 175th Street and Meridian Ave N, extending east to I-5 on 175th. The overlay would take place east of I-5 this year, and next year from I-5 west to Fremont Ave N. The capital improvements scheduled for this year include the installation of sidewalks, curb cuts and some traffic lane configurations to provide increased vehicle and pedestrian safety. By coordinating the overlay with this project we will be completing a corridor and the gateway into our City both to the east and the west. This is an arterial street with a high volume of traffic. A thick overlay is the preferred method due to its extended life expectancy.

Fremont Ave N from N 165th Street to N 185th Street (including Evanston from 173rd to 175th)

- Pavement conditions rated as low as 9

- Multiple requests for pothole repairs and calls concerning poor pavement conditions
- This area is a highly traveled area with a number of surface condition problems such as large cracks and potholes and raveling along the shoulders. In order to maintain the integrity of this section of pavement, a thick overlay is required. It is also classified as a main arterial street.

Richmond Beach Saltwater Park Road

- Pavement condition ratings of 0
- This road has had little to no pavement treatment in years. The road has deteriorated extensively with severe cracking to the point where other pavement treatment options would not be effective. The deteriorated condition of the road extends from the entrance of the park to the parking area. Due to the condition of the pavement, a thick overlay will be required. The south side shoulder of the road will be widened by three feet to improve pedestrian safety.

The program presented in this staff report identifies roads with pavement conditions with ratings of poor to failing that cannot be effectively repaired using other treatment options. This year's program consists strictly of overlay as the method of treatment. Staff is currently in the process developing the City's own pavement management system and evaluating the City's current pavement conditions. This will produce a three-year plan utilizing the "Mixed Methods" approach. Staff will return to your Council later this year with this plan. As the mixed approach is just in the development stage, the full overlay program is planned for this year. King County's schedule for beginning these projects is late summer.

Staff would like your Council's approval to proceed with the identified overlay projects presented in this staff report. These projects will enhance the overall condition of our pavement network and reduce the amount of customer complaints related to poor pavement conditions. The projects proposed for this year's program are roads that have eroded to a degree where significant repairs will be required in the future if no repairs are made this year.

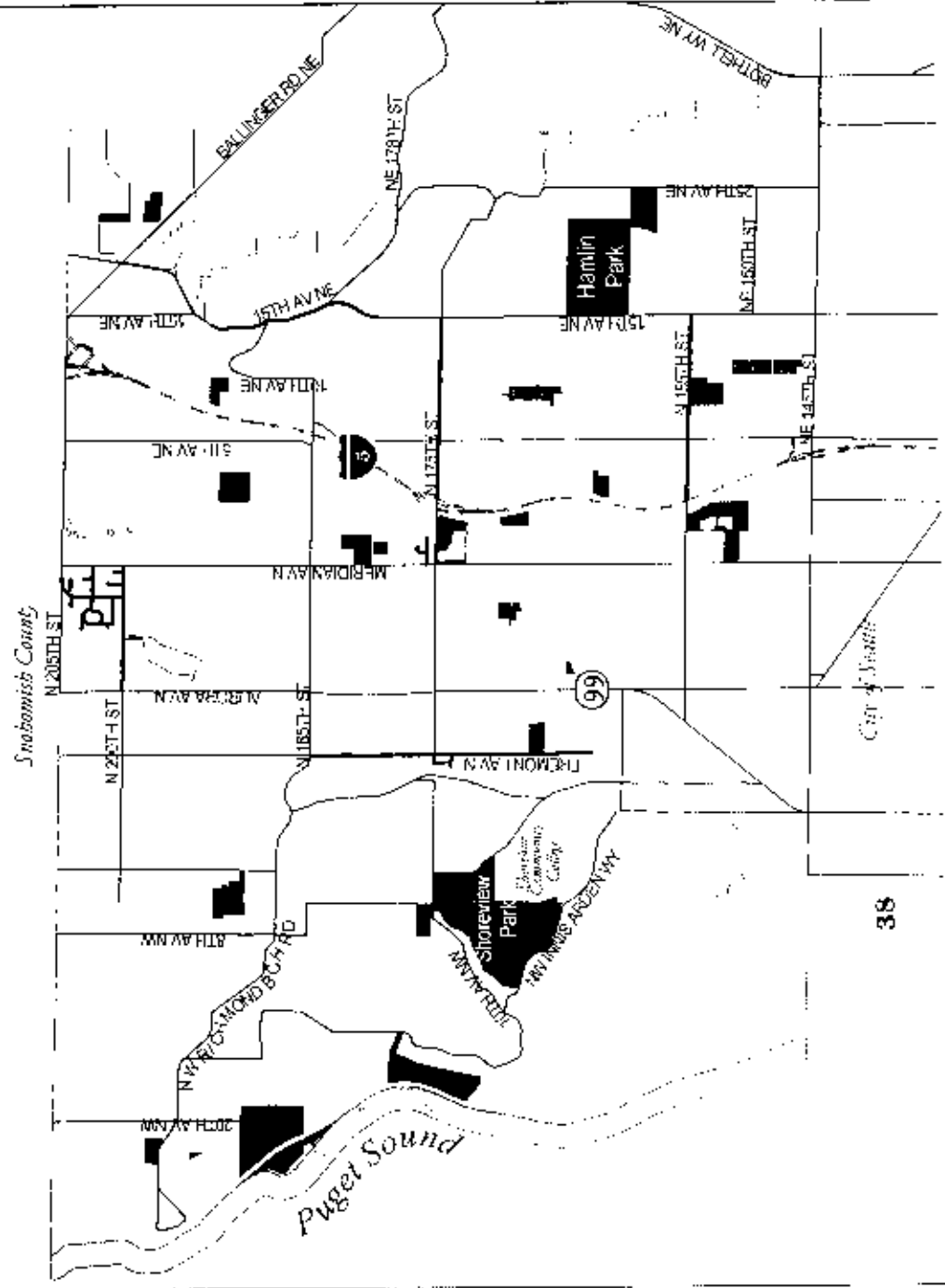
Staff is requesting to contract with the King County Department of Roads and Transportation Division to include our City's annual overlay program as part of King County's many larger overlay programs. There are adequate funds in the 1999 budget to support this requested action.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an interlocal agreement with the King County Department of Roads and Transportation Division not to exceed the amount of \$590,000 to complete the identified projects listed in the 1999 Overlay Program.

ATTACHMENTS

A: 1999 Selected Overlay Projects Map



CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of a New Inter-local Agreement for King County to Provide Municipal Court Services DEPARTMENTS: Finance Department PRESENTED BY: Joseph Meneghini, Finance Director & Steve Oleson, Budget Analyst

EXECUTIVE / COUNCIL SUMMARY

On January 4 staff presented to your Council an update and review of negotiations for a new municipal court contract with King County. At the conclusion of the presentation, Council instructed staff to return with the final recommended contract based on the themes discussed. Those negotiations were successfully concluded in March with the county accepting the contract submitted by the city-negotiating group (The group included cities such as Bellevue, Burien, Federal Way, Mercer Island, Newcastle, North Bend, Normandy Park, Redmond and Shoreline). The new contract encompasses the general themes highlighted to Council on January 4, with only a slight modification for capital projects, as noted below, and addresses the issues that are important to Shoreline. The themes discussed at the January 4 meeting are as follows:

- Five year contract term with an 18 month escape clause
- 75/25 revenue split replacing the per case filing fee process
- No capital costs for the first five year term of the contract
- The County would continue to provide the same court services.

The change in the capital segment of the contract is for years 4 – 5 the County can submit a capital project to the City(s) and if the City(s) agree to support the capital project it would go forward. If the City(s) do not agree with the County, the capital project would not be a financial obligation of the City. In other words, if Shoreline does not want to fund a capital project for the Shoreline division it is under no obligation to do so.

The length of the contract term is five years with an 18-month escape clause available for both parties and the contract will carryover for another five years. The County will continue to provide all of the services they have in the past. The County will retain 75% of municipal generated revenue as full payment for court services and the City will retain the other 25%. This process replaces the per case filing fee process that is utilized under the current contract. This shift from cost reimbursement to revenue sharing is also a benefit to the City over the long term in that it pressures the County to keep court costs down and develop an efficient court operation. In addition, the City will no longer pay for interpreter fees and only half of jury fees.

The new contract is a good one for Shoreline in that the City will be receiving the same court services but at a reduced cost. After comparing all of the financial details and

implications of this contract Shoreline will benefit by an estimated \$21,898 annually in cost savings over the previous contract.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to sign the inter-local agreement between the City and King County and continue to contract with King County for municipal court services.

Approved By: City Manager LB City Attorney RD

BACKGROUND/ANALYSIS

Municipal court or municipal court services is a required service that a City is statutorily required to provide. Municipal courts are responsible for handling all misdemeanor violations and infractions (traffic & non-moving) that occur within the city limits. Since its incorporation, Shoreline has contracted with King County to provide municipal court services. In addition, 19 other King County cities also contract with the County for this service. All 20 Cities became signatories to the same contract that will expire on December 31, 1999. In an effort to maximize efficiency and intergovernmental cooperation the 20 contract cities worked together to develop a new contract. The full list of 20 Cities are Beaux Arts, Bellevue, Burien, Clyde Hill, Covington, Duvall, Federal Way, Hunts Point, Issaquah, Kenmore, Medina, Newcastle, Normandy Park, North Bend, Redmond, Skykomish, Shoreline, Snoqualmie, Woodinville and Yarrow Point. The only City not in agreement with this new contract is Clyde Hill.

Shoreline contracts for court services for several reasons, the City does not have adequate space to house a court facility and, at this time, it is not cost effective.

I. Overview of the key components of the New District Court Contract

Length of Contract and Contract Termination

The new contract will begin on January 1, 2000 and will remain in effect until December 31, 2004. The Agreement can be terminated by either party without cause no later than 18 months prior to December 31, 2004. Unless either party objects the contract will carry over for another five-year term.

Court Services Provided by King County

The County shall provide to the City of Shoreline all local court services imposed by state statute, court rule, City Ordinance and any additional requirements added during the term of this agreement. Specifically these services include filing, processing, adjudication, and penalty enforcement of all City cases filed. Issuance of search and arrest warrants, motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, pre-sentence investigations, sentencing, post-trial motions, probation services and all scheduling.

Court Costs and Revenues

The new Agreement will incorporate a 75/25 revenue split which is a departure from how the City is and has been paying for court services. The City will retain 25% of all municipal generated revenue and the county will receive 75%, this will serve as the City's payment for contracted municipal court services. In addition, the County will be responsible for paying for all interpreter fees and one-half of jury fees. The City will pay the other half of jury fees and all witness fees.

The County's retention of 75% of local revenue, no matter the amount of revenue, serves as full payment to the County for municipal court services. The contract language is very clear that this constitutes the City's full payment. It is also an advantage to the City that the pressure to keep court costs down is a responsibility of

the County. In the long term it is hoped that this will assist the County in developing an efficient district court operation.

Capital

For the first three years of this agreement there are no capital projects planned for the County's district court facilities. For years 4 and 5 the County will submit to the contract cities a list of new capital projects, if any, that are added to the County's CIP program. This is a slight modification to the City proposal in that it allows the County and the cities to discuss facility capital projects during year 4 and 5, however, Shoreline and the County must mutually agree to fund any capital project(s) that are specific to the Shoreline Division Court. Consequently, if a project is added that Shoreline does not support the City does not have to pay. If there were a capital project that Shoreline supported, the City's share of the cost of the project would never be more than half and of that amount our cost would be a percentage breakdown of the caseload between Shoreline and Kenmore. It is estimated that Shoreline will generate between 60 – 70% of the municipal caseload and Kenmore 30 – 40%.

If the County wishes to add a capital project for the entire County court system, the City would pay for only its percentage share. An example of such a project would be a computer technology upgrade or a video arraignment system. The percentage share is calculated on total caseload of the entire King County Court system. For 1998, Shoreline accounted for 2% of the total county caseload. It is important to note that Shoreline is not responsible for paying any part of other division's capital projects.

On Going Facility Maintenance and Definition of Capital Project

The County will be responsible for all on-going maintenance and repair of District Court facilities. This includes janitorial, building repair, equipment repair and additional structural repair to the building. A capital project would include an addition to the building or a significant refurbishment to the interior of the building.

Management Review Committee

For the purpose of reviewing and resolving division operation and coordination issues between the County, court facility, the City of Shoreline and other cities within the division a management review committee has been established. The Committee will include a representative from the following jurisdictions: judicial, adult detention, probation, City management, City legal services and police department, at our discretion, local court administrator and county administration. A representative from the City of Kenmore will also participate.

II. Cost Implications

The following table illustrates the financial changes from the current contract to the new Contract.

	Current Contract	New Contract
Revenue	269,330	67,333
Total Revenues	\$ 269,330	\$ 67,333
Expenditures		
Filing Fees	208,153	NA
Interpreter Fees	14,100	NA
Jury Fees	3,284	1,642
Witness Fees	3,696	3,696
Total Expenditures	\$ 229,233	\$ 5,338
\$\$ Difference Between Revenue & Expenditure	\$ 40,097	\$ 61,995
Net Difference Between Contracts		\$ 21,898

As the table illustrates the City will come out ahead under the new agreement by \$21,898. Based on 1998 actual Court revenue and expenditure information.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to sign the inter-local agreement between the City and King County and continue to contract with King County for municipal court services.

Attachments

Attachment A (Interlocal Agreement for Provision of District Court Services between King County and the City of Shoreline)

**Interlocal Agreement for Provision of District Court Services
between King County and the City of Shoreline**

Whereas, the City of Shoreline, Washington, (hereinafter, the "City") and King County (hereinafter, the "County") have reached agreement on the terms and conditions on which the City will purchase and the County will provide district court services; and

Whereas, the City and the County wish to provide for a contractual arrangement with respect to provision of such district court services which provides certainty to both parties over time as to costs incurred and services provided and received; and

Whereas, RCW 3.62.070, as amended, provides for the charging of a filing fee for every criminal or traffic infraction action filed by cities in county district courts for municipal ordinance violations; and

Whereas, RCW 3.62.070, as amended, further provides that such filing fees be established pursuant to an agreement as provided for in chapter 39.34 RCW, the Interlocal Cooperation Act; and

Whereas, consistent with these statutes, the parties have negotiated the terms of this interlocal agreement which includes the establishment of individual infraction and citation filing fees and provides for the payment of certain prescribed amounts by the City in lieu of such filing fees; and

Whereas, the parties agree that it is in their best interest to ensure the continued responsive, effective and efficient delivery of district court services by the County to the City, in the manner described herein;

NOW, THEREFORE, in consideration of the mutual benefits described herein, the undersigned parties agree as follows:

Section 1. Term. This Agreement shall be effective as of January 1, 2000, and shall remain in effect for an initial term of five years ending on December 31, 2004, provided that unless terminated pursuant to Section 1.1 or alternately extended pursuant to Section 1.2, this Agreement shall automatically be extended upon the same terms and conditions for an additional five year term commencing January 1, 2005, and ending on December 31, 2009. In addition, this Agreement shall automatically extend upon the same terms and conditions for a second additional five-year term thereafter (commencing January 1, 2010, and expiring on December 31, 2014), unless terminated or alternately extended as provided herein.

1.1 Termination. This Agreement is terminable by either party without cause and in its sole discretion if such party provides written notice to the other no later than 18 months prior to the expiration of the five year term then running. For the initial five year term, this notification date is June 30, 2003. The termination notice date may be changed as

provided in Section 1.2.

1.2 Alternate Extension. Notwithstanding the foregoing, the term of this Agreement may be extended as described below:

1.2.1 Shorter Term Extension Upon Notice of Alternative Court Arrangements. If, on or before the date which is 18 months prior to the final anniversary date of any five-year contract period, the City certifies to the County that it intends to create or join a municipal court, or create or participate in a new court facility with the County at some time after January 1, 2005, and the City provides an estimate of the date on which such new court or facility arrangement will commence, then this Agreement shall remain in effect until such time as the City actually initiates such municipal court operations or the new County/City court facility is opened. The parties agree to negotiate a transition plan to address issues relating to such change in court and/or facility status. The purpose of this section is to facilitate a shorter extension of the Agreement if necessary to accommodate change in court or facilities, and to provide for an orderly transition in status of court arrangements for the City.

1.2.2 Extension pending conclusion of negotiations with respect to amending Agreement or Capital Project Financing Contract(s). So long as the parties are negotiating in good faith for changes in this Agreement or a separate Capital Project Contract or Contracts (defined in Section 4.2), then the term of this Agreement shall be automatically extended on the same terms and conditions such that termination occurs not less than 18 months after the end of such good faith negotiations. The end of good faith negotiations may be declared in writing by either party. Following such declaration, there shall be a 30 day period in which either party may provide written notice to the other party of its intent to terminate this Agreement at the end of the extended Agreement term. The purpose of this section is to ensure that neither party is forced to arbitrarily conclude negotiations for lack of time to address budgetary or operational concerns and to provide an opportunity for provision of timely termination notice after negotiations are concluded.

Section 2. District Court Services. The County shall provide District Court Services for all City cases filed by the City in King County District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by state statute, court rule, City ordinance, or other regulation as now existing or as hereafter amended, except that this Agreement is subject to re-opener as described in Section 5. District Court Services include all local court services currently provided by the County to the City including: filing, processing, adjudication, and penalty enforcement of all City cases filed, or to be filed, by the City in District Court, including but not limited to issuance of search and arrest warrants, motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, pre-sentence investigations, sentencing, post-trial motions, the duties of the courts of limited jurisdiction regarding appeals, and any and all other court functions as they relate to municipal cases filed by the City in District Court. District Court Services shall also include probation services unless the City notifies the County in writing that it does not

wish the County to provide probation service at least six months prior to January 1 of the year in which probation services shall not be provided. The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

2.1 Level of Service. District Court Services shall be provided at a level essentially equivalent to those provided to the City in 1998. The parties intend by this provision to maintain the overall level and type of service as was provided in 1998, including scheduling of court calendars, but to permit the County to make minor service modifications over time if necessary.

Section 3. Filing Fees Established; City Payment In Lieu of Filing Fees; Local Court Revenues Defined.

3.1 Filing Fees Established. A filing fee is set for every criminal citation or infraction filed with the District Court. The filing fee is \$175 for a criminal citation and \$19 for an infraction. (The basis for this filing fee is shown in Exhibit A, attached). Filing fees will increase at the rate of an additional \$5 per year for criminal citations and \$.50 per year for infractions.

3.1.1 Compensation For Court Costs. Pursuant to RCW 3.62.070 and RCW 39.34.180, the County will retain 75% of Local Court Revenues (defined below) as full payment for all City court costs, including those filing fees established in 3.1. The Cities shall receive 25% of Local Court Revenues. The County retention of 75% of Local Court Revenues is in lieu of direct City payment for filing fees and it is agreed by the Cities and County to be payment in full for District Court Services and costs provided by the County to the City under this Agreement, including but not limited to per-case filing fees.

3.2.1. In entering into this Agreement for District Court Services, the City and County have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

3.3 Local Court Revenues Defined. Local Court Revenues include all fines, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from city-filed cases after payment of any and all assessments required by state law thereon. Local Court revenues include all revenues defined above received by the court as of opening of business January 1, 2000. Local Court Revenues exclude:

1. Payments to a traffic school or traffic violation bureau operated by a City, provided that, if the City did not operate a traffic school or traffic violations bureau as of January 1, 1999, the City will not start such a program during the term of this Agreement.
2. Restitution or reimbursement to a City or crime victim, or other restitution as may be awarded by a judge.
3. Probation revenues.

4. Any reimbursement received by the County for interpreter fees.
5. Reimbursement for home detention and home monitoring, public defender, jail costs, witnesses and jury fees on City-filed cases.

100% of these revenues excluded from "Local Court Revenues" shall be retained by the party to whom they are awarded by the court or who operates or contracts for the program involved, as appropriate.

3.4 Monthly Reporting and Weekly Payment to City. The County will provide to the City a weekly remittance report and a check or wire transfer to the City from the County for the City's 25% share of Local Court Revenues (less appropriate amounts for jury fees) no later than three business days after the end of the normal business week. On a monthly basis, the County will provide to the City reports listing City cases filed and revenues received for all City cases on which the 75/25 allocation of Local Court Revenues is calculated in a format consistent with the requirements described in Exhibit B. Unless modified by mutual agreement, Exhibit B shall set out the process and content for financial reporting to the City from the County. In order to facilitate smooth implementation of this contract the agreed monthly report format will be used by the County in parallel with reporting in place prior to this agreement as of September 1999 through December 1999. Any weekly reporting would run in parallel beginning November 1, 1999 through December 31, 1999.

3.5 Payment of Other Court-related costs. Consistent with the definition of Local Court Revenues, the City will be responsible for payment of all witness fees on City-filed cases and one-half of the jury fees on City-filed cases. The County is responsible for paying all interpreter fees and one half of the jury fees on City-filed cases. To facilitate the timely payment of these amounts, the County will pay the City-share of City jury fees to the third parties to whom such amounts are due, and will deduct these amounts from the City share of Local Court Revenues monthly. Such deductions will be detailed on the monthly financial report consistent with Exhibit B. The County assumes responsibility for making such payment of City jury fees on a timely and accurate basis.

3.6 Payment of State Assessments. The County will pay on behalf of the City all amounts due and owing the State relating to City cases filed at the District Court out of the gross court revenues received by the District Court on City-filed cases. The County assumes responsibility for making such payments to the state as agent for the City on a timely and accurate basis. As full compensation for providing this service to the City, the County shall be entitled to retain any interest earned on these funds prior to payment to the State.

Section 4. Capital Projects

4.1. Capital Projects Defined. Capital Projects are those projects which do not constitute major maintenance or ordinary maintenance items in the customary practice of the County, have a useful life of not less than five years (unless otherwise agreed for a particular project, or constitute a significant technology system improvement), or are part

of a Capital Improvement Program for the District Courts approved by the County Council. Without limitation, examples of Capital Projects include construction of a new courtroom with a useful life of five years or more or acquisition of a system-wide records management system. Capital Projects do not include the cost of operating or maintaining such projects.

4.2 Capital Project Contracts. A Capital Project Contract, as used herein, is a separate contract between the County and the City or cities that includes the terms and conditions under which a Capital Project will be acquired. Notwithstanding anything in this Agreement to the contrary, a Capital Project Contract may include any terms and conditions to which the parties may agree. Failure to reach agreement on a Capital Project Contract shall in no event constitute a breach of this Agreement.

4.3 No Capital Projects Currently Scheduled. As of the date of this Agreement, the County has no Capital Projects scheduled for the District Court in the County Council approved 1998-2003 Capital Improvement Program, with the exception of the new Issaquah Division Courthouse, which Capital Project is not subject to the terms of this Agreement.

4.4 Scheduled Discussion of Proposed Capital Projects. Not later than the end of year three of the initial Agreement term (December 31, 2002), the County will present in writing to the City a proposal describing any proposed Capital Projects the County wishes to acquire for the District Court Division or System in the next occurring five year period (e.g., Years 4 and 5 of the initial Agreement term, and years 1 through 3 of the next occurring Agreement term, should the Agreement be extended consistent with Section 1). Such proposal shall at the same time be presented to all other cities in the Division/System with Comparable Agreements (defined in Section 4.5.1 below). The City and the County shall work with the other affected cities with Comparable Agreements to negotiate the terms of any Capital Project Contract.

4.4.1 The parties agree to negotiate in good faith with regard to such proposed Capital Projects to determine whether it is in the mutual interest of the parties to provide for the acquisition of such Capital Project(s) under a separate Capital Project Contract, and what the terms of such separate Contract will be.

4.4.2 It is the goal of the parties that, with respect to Proposed Capital Project Contracts, negotiations be concluded within 6 months (by June 30, 2003), in order to permit either party to give timely notice of termination of this Agreement consistent with Section 1.1). If good faith negotiations are continuing as of such notice date (June 30, 2003), the term of this Agreement shall extend as provided under Section 1.2.

4.4.3 If this Agreement is extended for an additional term of years as provided in Section 1, then the County will again provide a set of proposed Capital Projects for consideration by the City at the end of year 8 (December 31, 2007) and the same process for discussion and/or negotiation of separate capital agreements shall proceed as provided

above.

4.5 Capital Cost Sharing Proposal. The parties agree that the cost of a Capital Project will be shared on the following basis unless the parties agree otherwise for a particular project. For the purpose of Sections 4.5 and Sections 4.6 caseload is defined as the total number of all cases including infractions and parking, regardless of how filed, in the entire District Court or the relevant Division. The caseload for the City is defined as all cases filed as City cases including infractions and parking in the District Court.

4.5.1 Division Improvements. Division Improvements are Capital Projects that benefit the cities in a single District Court Division. Unless otherwise agreed, the costs for a division improvement shall be shared on the following basis: the City will pay a cost share equivalent to the City's percentage caseload in the Division; provided that where more than one city contracts with the County for District Court Services in the same Division under an agreement with this same capital cost sharing provision ("Comparable Agreements"), and the City and such other cities collectively contribute over one-half the caseload to the Division, the City shall pay its pro-rata share of the Division Improvements costs based on its caseload where all city contributions shall together equal 50 % of the cost of the project. The County shall pay any additional share of costs not attributable to City cases, but not less than 50% of the total.

4.5.2 System Improvements. System Improvements are defined as Capital Projects that benefit all Divisions of the District Court. Unless otherwise agreed, the costs for a system improvement shall be shared on the following basis: the City will pay a share equivalent to its percentage caseload of the System caseload, provided that the cost contribution of all cities in the System shall not exceed 50%. The County shall pay any additional share of costs not attributable to City cases, but not less than 50% of the total.

4.6 Unscheduled Capital Proposals Not In the County's CIP And Not Approved In Section 4.4 In addition to the Scheduled Capital Proposals described in Section 4.4, the County may at any time present a capital proposal to the City regarding an emergency need of the District Court or other need not anticipated in the CIP process. County shall submit such Unscheduled Proposals to all cities with Comparable Agreements as appropriate to the Proposal (e.g., Division Improvements shall be presented to all cities with Comparable Agreements in a Division). The County and the City shall work together with such other cities to determine whether a sufficient number of cities as defined below agree to the Capital Proposal.

4.6.1 Division Improvements. In the case of Division Improvements (defined in Section 4.5.1) if cities comprising at least 60% of the city caseload in a Division and not less than 40% of the number of cities signatory to this Agreement and Comparable Agreements in such Division reach agreement with the County on a Capital Project Contract, then such Contract shall be entered into and shall be effective for only those parties signatory to such Capital Sharing Contract. City caseload is defined as all cases filed by any city in a division. However, if there are only two cities in a Division, then both cities must agree to a Capital Project Contract for it to be executed between the City

and the County.

4.6.2 System Improvements. In the case of System Improvements (defined in Section 4.4.2), if Cities comprising at least 60% of the city caseload in the System and not less than 40% of the number of cities signatory to this Agreement and Comparable Agreements reach agreement with the County on a capital sharing contract, then such contract shall be entered into and shall be effective for all parties signatory to such capital sharing contract.

4.6.3 County Option to Terminate. If the City is in a Division with more than two cities purchasing District Court Services and the necessary number of other cities have reached final agreement with the County as described in Section 4.6.1 to proceed with a Capital Project Contract for a Division Improvement but the City does not agree to sign such Contract, then the County in its sole discretion may terminate this Agreement effective as of the next occurring January 1 which is not less than 18 months from the date on which the County provides written notice to the City of the County's intent to terminate the Agreement based on the refusal of the City to sign the Capital Sharing Contract. If the County and the necessary number of cities have reached final agreement with the County as described in Section 4.6.2 to proceed with a Capital Project Contract for a System Improvement but the City does not agree to sign such Contract, then the County in its sole discretion may terminate this Agreement effective as of the next occurring January 1 which is not less than 18 months from the date on which the County gives written notice to the City of the County's intent to terminate this Agreement based on the City's refusal to sign the Capital Sharing Contract. It is the intent of the parties that this option to terminate may be exercised by the County only when Capital Project Contracts for Unscheduled Capital Proposals are entered into by the required number of Cities described in Sections 4.6.1 and 4.6.2.

4.7 Eastside Cities Jail Facility. The County agrees to explore in good faith with Cities in the Northeast and Bellevue Divisions the possibility of co-locating court facilities, funded under the capital funding provisions in this Agreement, or leasing court space in an Eastside jail facility, if one is developed by the cities. The parties do not intend by this provision to limit their consideration of options for proceeding with such a facility.

4.8 Other Agreements Not Prohibited. Nothing in this Agreement shall be construed to prohibit separate agreements between the County and a City to purchase or lease facilities.

Section 5. Re-opener. In the event of:

(i) changes in state statute, court rule, City ordinance, or other regulation requiring the County to provide new court services not included in District Court Services as provided by the County during 1998, or resulting in reductions or deletions in District Court Services provided during 1998. Provided such new services or reduction of services are reasonably deemed to substantially impact the cost of providing such services; or

(ii) any decree of a court of competent jurisdiction in a final judgment not appealed from substantially altering the economic terms of this agreement; or
iii) changes in state statute, court rule, City ordinance, or other regulation which substantially alter the revenues retained or received by either the County or Cities related to City case filings;

Then, the parties agree to enter into re-negotiation of the terms of this Agreement. The Agreement shall remain in full force and effect during such negotiations.

Section 6. Performance Measures. The parties agree that the performance measures described in Exhibit C will be periodically reported not less frequently than quarterly on a Division or System-wide basis, as indicated. These measures are for continuous discussion and review by the Management Review Committee, and are not the basis for non-payment by either party. The performance measures may be altered from time to time as agreed by the Management Review Committee.

Section 7. Management Review Committee. For the purpose of reviewing and resolving Division operation and coordination issues between the County and City and other cities within the Division, there shall be established a Division Management Review Committee. The Management Review Committee members shall include:

- (i) The judge representing the Division on the District Court Executive Committee or his/her designee;
- (ii) A representative from the King County Department of Adult Detention;
- (iii) A representative from the King County Probation Office;
- (iv) A representative for each city at the city's discretion
- (v) Such additional representatives from the City Police Department, City legal department and City prosecutorial staff or other staff as the City may designate.
- (vi) At his/her option, a representative from the County Executive's office.
- (vii) The administrator of the appropriate court division.

The Management Review Committee shall meet monthly, unless the parties mutually agree to a different schedule. Any city within the Division, or the representative of the County Executive or the District Court is authorized to convene a meeting of the Management Review Committee upon a minimum of ten (10) working days written notice to the other. The Management Review Committee shall develop an agreed upon monthly reporting protocol, which will involve case tracking by the Courts, performance measure tracking, and additional statistical tracking by cities as the parties may agree. The Management Review Committee shall also develop and track additional performance benchmarks for Division operation issues as the parties may agree.

7.1 Unresolved Issues. Unresolved issues arising at the Management Review Committee shall be referred to the Dispute Resolution procedure defined for Division issues described in Section 8.

7.2 State Audit. The County will make available to the City the report of the State Auditor on any audit conducted regarding the court division providing services to the City.

Section 8. Dispute Resolution. Any issue may be referred to dispute resolution if it cannot be resolved to the satisfaction of both parties through the Management Review Committee. Depending on the nature of the issue, there are two different dispute resolution processes, described as follows:

8.1 Division Disputes. Disputes arising out of Division operation and management practices which are not resolved by the Management Review Committee will be referred to the Presiding Judge of the District Court (or his/her designee) and the Chief Executive Officer of the City (or his/her designee); provided that where the dispute involves several cities with Comparable Agreements, the City agrees to work with other cities to select a single representative. If these two persons are unable to reach agreement within 60 days of referral, then the dispute shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City(s) and the County may agree to select a mediator through a mediation service mutually acceptable to both parties.

8.2 System Disputes. Disputes arising out of District Court System operations or management, or involving the interpretation of this Agreement in a way that could impact the entire System and other Cities with Comparable Agreements, shall be referred to a committee consisting of City representative from each Division selected by the cities with Comparable Agreements in each Division, and a team of representatives appointed by the County Executive and Presiding District Court judge. Failure to reach an agreed upon solution within 45 days shall result in referral of the dispute to a panel consisting of: (1) the presiding district court judge or his/her designee; (2) the County Executive or his/her designee; (3) two City representatives (appointed by the Cities). Failure of this group to reach agreement within 30 days shall result in referral of the issue to non-binding mediation, conducted in the manner described in Section 8.1.

Section 9. Legislative Advocacy. The County and City agree to jointly advocate for changes in state law to secure a larger share of retained revenues from District and Municipal Court filings. In addition, County and Cities will jointly agree to advocate for a state financed upgrade to the DISCIS system. The parties shall annually review whether there are additional opportunities for legislative changes of mutual interest.

Section 10. Indemnification.

10.1 City Ordinances, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit,

action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

10.2 City Indemnification of County. The City shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the City), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the City's acts, errors or omissions with respect to the subject matter of this agreement, provided, however,

(i) that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the County, its officers, agents or employees; and

(ii) The City's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the City and the County shall apply only to the extent that the City's actions or negligence caused or contributed thereto.

10.3 County Indemnification of City. The County shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the County), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the County's acts, errors or omissions with respect to the subject matter of this agreement, provided, however that

The County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the city, its officers, agents or employees; and

The County's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the County and the City shall apply only to the extent that the County's actions or negligence caused or contributed thereto.

10.4 Indemnification for Events Occurring Prior to Termination Of Court Services

The obligation to indemnify, defend and hold harmless for those injuries provided for in Sections 10.2 and 10.3 extends to those events occurring prior to the termination of court services under this Agreement as provided in Section 1.1. No obligation exists to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement as provided in Section 1.1.

10.5 Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; (ii) The legal authority of the City and/or the County to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

Section 11. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County employees by virtue of their employment. Nothing in this agreement shall make any employee of the County a City employee for any purpose, including but not limited to for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.

Section 12. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To the County: King County Executive, Room 400, King County Courthouse, 516 Third Avenue, Seattle, Washington 98104

To the City: (Insert title of Mayor, City Manager or City Administrator and address)

Section 13. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this agreement shall be subject to re-negotiation as provided in Section 5.

Section 14. Assignability. The rights, duties and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 15. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Section 16. Entire Agreement. This Agreement, inclusive of the Exhibits hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties.

Section 17. Amendment or Waiver. This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the County; provided that changes herein which are technical in nature and consistent with the intent of the Agreement may be approved on behalf of the City by the Chief Executive or Administrative Officer of the City and on behalf of the County by the County Executive. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party.

Section 18. Right of Cities If Agreement Modified Any executed amendment to this Agreement with any City with a comparable agreement shall be made available on the same terms and conditions to any other city that contracts with the County for district court services, subject to unique and unusual circumstances specific to individual cities and approval of the management review committee for the division.

Section 19. No Different Agreement With City

The County agrees that it will not enter into an Agreement for court services with any city not an original party to this agreement on terms and conditions other than set forth in this agreement or as subsequently amended.

Section 20. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 21. Counterparts. This Agreement may be executed in two counterparts, and each such counterpart shall be deemed to be an original instrument. Both such counterparts together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement this
day of _____, 1999.

King County

City of Shoreline

King County Executive

Chief Executive or
Administrative Officer

Date:

Date:

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting
Attorney

City Attorney

EXHIBIT A

CALCULATION OF FILING FEES (Section 3.1) BASED ON DISTRICT COURT COSTS PER CASE FILED

	1998 est. totals			
District Court total budget*	\$19,469,888			
less Probation	(\$2,775,993)			
less State case costs	(\$178,464)			
less Court Administration costs	(\$495,787)			
less Office of Presiding Judge	(\$367,830)			
Net Costs	\$15,651,815			
		Infraction	Citation	Civil Total
Judicial Workload by Type of Filing		20.1%	50.7%	29.2% 100%
Allocated Costs by Type of Filing		\$3,146,015	\$7,935,470	
Number of Total Filings		161,190	35,040	
Cost per Filing (estimated filing fee)		\$19.52	\$226.47	n.a.
		-----	-----	

* total budget includes all Current Expense Fund, Criminal Justice Fund, overhead and security costs

Exhibit B

Interlocal Agreement for Provision of District Court Services Reporting Requirements and Procedures

This exhibit identifies and describes reporting procedures for the County. These reports will enable cities to:

- Ensure that the revenue from City cases is appropriately credited to the City, enabling the City to reconcile the remittance to detail information.
- Monitor revenue collection trends by filing year, case type, and disposition.
- Have revenue reported in a way that matches the BARS account codes on remittances.
- Provide historical comparisons to current activity for forecasting purposes.

It is the intention to provide all reports in an efficient manner, through DISCIS or some other electronic method.

1. Reporting Development Committee to be established. A Reporting Development Committee (Committee) consisting of representatives from the County, and Cities party to the contract, shall be established to develop the form, content, and reporting mechanism (e.g., paper or electronic) for the reports outlined in sections below. The Committee shall develop these report formats no later than June 30, 1999. The Committee shall terminate effective December 31, 1999.

2. Reporting Test Period. The agreed monthly report format will be used by the County in parallel with current reporting as of September 1, 1999. Any weekly reporting would run in parallel beginning November 1, 1999. During the test period all reports shall be provided to Cities for evaluation. Proposed changes to reports during this period shall be referred to the Reporting Development Committee.

3. Modifications to reports after January 1, 2000. Any new reports or changes to the form, content, or timing of reporting requirements after January 1, 2000 will be recommended to and processed through the Management Review Committee (contract section 7), or a sub-committee established by that Committee, temporarily formed for the purpose of report evaluation.

4. Reporting requirements:

a. Weekly Remittance Reporting

Remittance Summary Report- To summarize revenue remitted to the City. Supplement the current format to show:

- The calculation of the City's 25% portion;
- The number of cases (related to the payment amount); and
- recoupment/reimbursements and victims assistance at 100%.

b. Monthly Filing Reporting

Jurisdiction Billing Report (DR7000PX) - To show listing of all City filings with the Court.

Remittance Reconciliation Report- to reconcile the total due the City.

Remittance & Disposition Detail - to show remittance and disposition detail.

c. Management Reporting

Infraction Revenue Summary Report- To show summary and detail of Parking, Traffic, and Non-traffic infraction revenue in total and by type

Criminal Citation Revenue – To show summary and detail of DWI, Criminal traffic misdemeanor, Non-Traffic misdemeanor revenue in total and by type

Annual Reporting. The December report should summarize the results of the full year for all monthly reports where such YTD information is not provided on a monthly basis.

EXHIBIT C

PERFORMANCE AND WORKLOAD INDICATORS

The following items will be reported by the County on a quarterly basis unless otherwise agreed, when available electronically.

1. Percentage of filings by case type which fail to appear or have a warrant issued
2. DISCIS caseload report, which includes items such as filings by case type, dismissals and number of hearings.
3. Number of guilty/committed by broad case type
4. Time from filing to disposition by broad case type
5. Number of continuances requested/granted by broad case type
6. Number of probation violation review hearings
7. Citation re-offenders by broad case type
8. Percentage completing probation by broad case type.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Ordinance No. 194 Extending a 180 Day Moratorium on the Acceptance of Applications for and Issuance of Land Use, Building and Development Permits For Adult Retail Uses
DEPARTMENTS:	Legal/Planning and Development Services
PRESENTED BY:	Bruce Disend, City Attorney/Lenora Blauman, Senior Planner

EXECUTIVE / COUNCIL SUMMARY

On June 22, 1998 City Council adopted Ordinance No. 166 (An Ordinance Imposing a 180 Day Moratorium on the Acceptance of Applications for and Issuance of Land Use, Building and Development Permits For Adult Retail Uses). On November 27, 1998, Council adopted Ordinance 179 extending this moratorium for 180 days. This Ordinance was approved as an interim emergency action as permitted by RCW 36.70.A.

At this time, staff is requesting that Council adopt Ordinance 194 (Attachment A) to establish a 180 day extension (to December 22, 1999), of the Moratorium on the Acceptance of Applications for and Issuance of Land Use, Building and Development Permits For Adult Retail Uses.

Ordinance 194 is intended to extend the imposition of a moratorium on the development of a new type of adult business that is being established at several locations in the State of Washington. This new business is a retail store that has been described as a "sex superstore" due to the range of merchandise and size of the store. The merchandise available for purchase in these stores consists primarily of adult books, magazines, videos, clothing and novelties. The stores are also sizable, at approximately 30,000 square feet. Two stores have opened in Washington to date - in Tacoma and Silverdale. Federal Way has received an application for one store.

Another unique aspect of these stores, apart from size, is that they have been placed on sites zoned for general commercial uses. Other types of adult uses are allowed only in areas zoned for adult uses. The owners of the adult "superstores" believe that these stores can be sited in any commercial zone because they provide only retail sales. The owners contend that these stores have greater constitutional protections than adult uses that provide on-site entertainment (e.g., live entertainment, video entertainment).

Current City of Shoreline regulations do not address these adult retail superstores. When Shoreline's Adult Entertainment regulations were developed (Fall, 1997), your Council elected to set rules only for existing types of uses in the City. That limited regulatory approach addresses live entertainment venues and recorded entertainment (e.g., peep shows). This approach was selected because, for existing adult uses, the City was able to establish a record demonstrating that certain adult businesses create undesirable secondary effects. This record served as the basis for the City's Adult Entertainment Ordinances.

As large adult retail outlets are a new type of business in the State of Washington, the impacts of these uses upon our state's communities have not been assessed. Other jurisdictions are currently examining issues and solutions for issues related to adult retail outlets. Staff is working both independently and with other jurisdictions in the region to study these retail businesses in order to determine whether they will create the same type of harmful secondary effects associated with other adult businesses. The issues are complex, and additional time is necessary to complete studies, and, if necessary, to create suitable regulations for the City of Shoreline. Therefore, staff recommended that a moratorium be adopted on new adult businesses in Shoreline outside of the areas where adult businesses are currently authorized.

A 180-day moratorium (until December 22, 1999) is recommended in order to provide sufficient opportunity for the City Attorney and staff to complete a study and assessment of new adult uses in Shoreline, and, if appropriate, create standards to address identified effects. Specifically, during this moratorium staff would continue to:

- Study the potential impacts of large, adult-oriented, retail stores on the community
- Identify any negative secondary effects associated with such businesses
- Establish ways to mitigate any identified secondary effects
- Establish and implement a public involvement process to consider adult use regulations

The findings contained in this report, and the attached Ordinance No. 194, demonstrate that an emergency exists and that unless the moratorium is provided, adult use establishments with potentially harmful secondary effects may seek to gain licensing or building permit approval before a constitutionally sufficient permanent ordinance is enacted. The moratorium is necessary for the immediate preservation of public peace, health, or safety, and for the support of City government.

RECOMMENDATION

Staff recommends that City Council:

1. Adopt Ordinance 194 to extend by 180 days (until December 22, 1999) the emergency Moratorium on the Acceptance of Applications for and Issuance of Land Use, Building and Development Permits For Adult Retail Uses.
2. Schedule a public hearing regarding Ordinance No. 194, within 60 days as required by state law.

Approved By: City Manager LB City Attorney GP

BACKGROUND/ANALYSIS

On June 22, 1998 City Council adopted Ordinance No. 166 (An Ordinance Imposing a 180 Day Moratorium on the Acceptance of Applications for and Issuance of Land Use, Building and Development Permits For Adult Retail Uses). On November 27, 1998, Council adopted Ordinance 179 extending this moratorium for 180 days. This Ordinance was approved as an interim emergency action as permitted by RCW 36.70.A.

At this time, staff is requesting that Council adopt Ordinance 194 (Attachment A) to establish a 180-day extension (to December 22, 1999), the Moratorium on the Acceptance of Applications for and Issuance of Land Use, Building and Development Permits For Adult Retail Uses.

In Spring, 1998, City staff learned that a new type of adult business, an adult retail store, is being established in at several locations the State of Washington. This new business has been described as a "sex superstore" due to the range of merchandise and size of the store. The merchandise available for purchase in these stores consists primarily of adult books, magazines, videos, clothing and novelties. The stores are also sizable, at approximately 30,000 square feet. The stores have opened in general commercial areas rather than areas designated for adult businesses. City of Shoreline ordinances do not regulate this type of retail store because, as currently configured in other communities, these stores do not offer either live entertainment or film/video booths which are the focus of the City's regulations.

Castle Entertainment, with headquarters in Arizona, owns 5 adult retail stores throughout Arizona. Castle also owns the two retail stores that have opened in Washington to date -- one in Tacoma and one in Silverdale. The Tacoma store (opened 6 months ago) is located in a former Olympic Sports outlet and the Silverdale store, opened three months ago, is in a former Silo appliance store. Castle Entertainment has also applied to put an adult retail store in Federal Way.

Castle Entertainment's attorney has informed both Silverdale and Tacoma that the company intends to expand rapidly and establish a total of twelve stores in this state. Given the significant number of adult businesses currently located in Shoreline, and the availability of large, vacant buildings, it is likely that Shoreline will be considered as a possible location for one of these stores.

Current Shoreline regulations do not address these adult retail superstores. The City elected to regulate only those types of uses that existed in Shoreline at the time the Adult Entertainment regulations were developed (Autumn, 1997). That limited regulatory approach was selected because, for existing adult uses, the City was able to establish a record demonstrating that certain adult businesses create undesirable secondary effects. This record served as the basis for the City's Adult Entertainment Ordinances.

Other jurisdictions are beginning to deal with the issues related to large retail outlets, but because these large adult retail outlets are a new type of business in the State of Washington, the impacts of these uses upon our state's communities have not been assessed. It is in the community interest to learn more about this new type of adult business and to address, if necessary, establish standards to regulate any potential negative secondary effects that might be imposed upon people and property.

A 180-day moratorium on retail adult superstores was established in June 1998, and extended in November 1998. The purpose of the moratorium was to provide sufficient opportunity for the City Attorney and staff to study this new type of adult business, including an assessment of the secondary effects, and to create standards to address identified effects if appropriate. Specifically, during this moratorium our City staff has worked both independently, and with other jurisdictions with the region, to:

- Study the potential impacts of large, adult-oriented, retail stores upon communities
- Identify any negative secondary effects associated with such businesses
- Establish ways to mitigate any identified secondary effects
- Establish and implement a public involvement process to consider standards for adult retail uses.

State law authorizes cities to adopt moratoriums on land use activities in order to determine the effects of a particular type of land use. The moratorium is permitted by RCW 35A.63.220 and RCW 36.70.A.390 provided that a public hearing is held within 60 days of adoption.

This approach is consistent with the approach being used by a number of other communities in the Seattle-Tacoma metropolitan area. Several communities are considering or are in the process of enacting ordinances regulating adult entertainment and adult retail uses. These standards are based upon evidence of the negative secondary effects that accompany such businesses. Cities with existing or pending moratoria include Seattle, Lakewood, Renton, Federal Way, University Place, Port Angeles, Bellevue, Puyallup, Des Moines, Lynnwood and Tacoma.

Several of these cities are working collaboratively to develop uniform, or similar, regulations in order to provide for a regional approach to regulation of adult retail sales. With the moratorium in place, Shoreline will have an opportunity to learn about findings and approaches of these regional communities, and may elect to participate with other communities in developing regional standards.

Even with a moratorium, the City may still be obligated to permit an adult retail use under certain circumstances. Specifically, an adult retail use may be allowed in areas presently authorized for adult businesses. This is due to the fact that some of the items sold in the superstores (e.g. books and magazines) are protected by the First Amendment of the U.S. Constitution, and Article 1 of the State Constitution. The City must be careful not to infringe upon these constitutionally protected rights.

If the City subsequently receives an application for an adult use that satisfies all of the current legal criteria regulating adult businesses, the City would need to issue a permit to the project. However, the City could limit the use, under a temporary use permit. This approach would:

- Provide for constitutionally protected businesses to locate in commercially zoned areas which currently allow retail uses, if the use meets existing applicable regulations (See Section 5 of the proposed Ordinance No. 194)
- Preserve the right of the City to regulate such a use in the future -- for example, if regulations are developed for adult retail uses, which are different from current adult business regulations, an existing use with a temporary permit may be required to change, relocate or cease operations to meet City regulations.

RECOMMENDATION

Staff recommends that City Council:

3. Adopt Ordinance 194 to extend by 180 days (until December 22, 1999) the emergency Moratorium on the Acceptance of Applications for and Issuance of Land Use, Building and Development Permits For Adult Retail Uses.
4. Schedule a public hearing regarding Ordinance No. 194, within 60 days as required by state law.

ATTACHMENTS

- EXHIBIT A. City of Shoreline Ordinance No 194: AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, IMPOSING A MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR AND ISSUANCE OF LAND USE, BUILDING AND DEVELOPMENT PERMITS FOR ADULT RETAIL USES

ORDINANCE NO. 194

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, EXTENDING A MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR AND ISSUANCE OF LAND USE, BUILDING AND DEVELOPMENT PERMITS FOR ADULT RETAIL USES

WHEREAS, pursuant to RCW 35A.63.220 and RCW 36.70.390 the City Council, on June 22, 1998, adopted Ordinance No. 166, which established a moratorium on the filing and acceptance of applications for land use, building and development permits for adult retail uses; and

WHEREAS, pursuant to RCW 35A.63.220 and RCW 36.70.390 the City Council, on November 17, 1998, adopted Ordinance No. 179, which extended the moratorium on the filing and acceptance of applications for land use, building and development permits for adult retail uses; and

WHEREAS, the Shoreline City Council had previously determined, based on public testimony and other evidence and findings of fact detailed in Ordinance Nos. 138 and 139, that adult business and entertainment uses cause secondary effects that are detrimental to the public health, safety, morals and general welfare of the citizens of Shoreline; and

WHEREAS, other cities in the Seattle-Tacoma metropolitan area, and elsewhere in the country, have adopted or are in the process of adopting ordinances regulating adult retail uses based upon evidence of the negative secondary effects of such uses; and

WHEREAS, the City wishes to avail itself of the research that other jurisdictions are conducting on the adverse effects of such uses; and

WHEREAS, the City Council has directed City staff to research the potential adverse effects of adult retail uses within the City and additional time will be needed to complete this research; and

WHEREAS, the purpose of Ordinance No. 166 and Ordinance No. 179 was to provide time, during the moratorium period to: determine the secondary effects of adult retail uses; examine current City regulations to determine their adequacy for dealing with any negative effects that may be identified; and, if appropriate, to prepare for adoption suitable time, place and manner restrictions narrowly tailored to regulate such uses by the least restrictive means available; and

WHEREAS, in accordance with state law, the City Council conducted a public hearing on this matter on November 23, 1998; and

WHEREAS, the City Council finds that the protection of the public health, safety and welfare requires that the moratorium established by Ordinance No. 166, and extended by Ordinance No. 179, be renewed for an additional six month period;

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

Section 1. Findings of Fact. The recitals set forth in Ordinance No. 166, and the findings of fact contained in Ordinance Nos. 138 and 139 are incorporated as if fully set forth herein and shall serve as the findings of fact for purposes of adopting this ordinance. Further, the renewal of the moratorium established in Ordinance No. 166 will provide the City Council with an opportunity to more thoroughly study and address the issue of appropriate adult business regulation.

Section 2. Moratorium Extended. The Shoreline City Council hereby extends the moratorium established by Ordinance No. 166, and extended by Ordinance No. 179, upon the acceptance of applications for and the issuance of any land use, building and development permits or approval (including variances and rezones), or any other permit, license or approval required to construct, install, relocate, or operate any adult retail use as defined by City ordinance. During the pendency of this moratorium, no information or submissions on any pending applications for adult retail uses shall be accepted by City staff.

Section 3. Effective Date and Duration. The current moratorium shall expire at midnight on June 22, 1999. The extension authorized herein shall immediately take effect upon expiration of the current moratorium and shall thereafter be in effect for 180 days (until December 22, 1999) unless repealed, modified, or extended by action of the City Council.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL ON APRIL 26, 1999.

Mayor Scott Jepsen

ATTEST:

APPROVED AS TO FORM;

Sharon Mattioli, CMC
City Clerk

Bruce L. Disend
City Attorney

Date of Publication: April 26, 1999
Effective Date: _____