
Council Meeting Date: September 17, 2001

Agenda Item: 6(a)

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion Regarding Proposed Interlocal Agreement With The Shoreline Water District
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Kristoff T. Bauer, Assistant to the City Manager

PROBLEM/ISSUE STATEMENT: On March 19, 2001, Council directed staff to work with the Shoreline Water District ("District") to develop an interlocal agreement that provided a mechanism for the Council to become informed and provide input on key policy decisions before the District. The staffs have developed the attached draft interlocal agreement designed to meet this objective for Council discussion.

FINANCIAL IMPACT: None

RECOMMENDATION

No action is required. Staff is seeking Council consensus to bring the proposed interlocal agreement with the Water District forward at a regular meeting for Council consideration

Approved By:

City Manager  City Attorney ____

INTRODUCTION

In March and April this year, staff presented options to Council regarding the City's participation in providing water services throughout the City. The majority of the Council supported option 1:

- 1) **Interlocal With The District** – The District has offered to begin discussions regarding the development of an interlocal with the City to address pressing City issues related to water service and to foster a closer working relationship.

Based upon Council's discussion in April regarding the objectives of such an interlocal, staff initiated a dialogue with the District in order to develop an interlocal that accomplished the following:

1. Provides a mechanism for the City to consistently participate in District policy development
2. Provides a mechanism for the entire City Council to be informed about, and provide input regarding, key District policy decisions
3. Supports an effort on behalf of the District to acquire the Seattle Public Utilities' ("SPU") water service area within the City and establish a mechanism for City Council involvement in the key policy decisions related to that service transition
4. Establishes a framework for further collaboration between the City and the District

DISCUSSION

The following discussion reviews how the proposed interlocal agreement serves the four objectives listed above.

Consistent Participation (CAC)

The proposed interlocal agreement provides the City with consistent participation in District policy decisions through participation in a Citizens Advisory Committee (CAC). The District is required to establish this committee within six months of the interlocal's execution. The City will always have at least one position on the committee appointed by the City Council. The District Board will establish the composition of the rest of the committee provided that the total representation on the committee from Shoreline is proportionate to the number of District customers in Shoreline. The District will staff the committee, but the parties may agree to share the cost of consultants to support the process.

The purpose of the CAC is broadly articulated in the agreement, i.e. "important policy issues," which does not establish the policies and procedures that will govern the operation of the committee. The development of this level of detail is left to the District Board of Commissioners. The District is assigned the responsibility of administering the formation and operation of the CAC. They are believed to be in the best position to develop policies and procedures that will coordinate well with their staff resources and existing decision making processes.

Council Participation in Key Policy Issues

The staffs recognized that there are issues in some policy areas that are so interrelated or interdependent on City operations or objectives that the involvement of the entire City Council would be desirable. The policy decision areas identified include:

- 1) Disposition of District real property assets;
- 2) Policy or agreements relating to water supply;
- 3) Development of significant administrative capital facilities;
- 4) The acquisition, transfer, or other disposition of its service territory.

When the District is contemplating issues in these areas it has agreed to add a step in the Board's decision making process. That additional step will include the briefing of the full Council by District staff in order to provide Council an opportunity to give the Board input on decisions relating to these policy areas.

The Transition of SPU's Service Area

The agreement recognizes that both agencies support the transition of SPU's water service area to local control for the benefit of their constituencies. The District is required to initiate discussions with SPU on the acquisition of this service area by the end of January 2002. During the April 2001 workshop, Council expressed a real interest in being closely involved in this process and related policy decisions.

Both staffs, through their individual experiences with SPU and through the related experience of the Ronald Wastewater District, are aware of the complexities of this kind of negotiation with SPU. Both staffs agreed that adding a third party to the table or requiring regular public disclosure of key negotiation discussions would threaten the success of the effort. The staffs explored a number of alternative ways of structuring terms relating to City involvement in the District led discussion with SPU rejecting most as being unclear, or overly complex, or presenting a danger to the success of negotiations. The compromise reached requires the District to provide progress updates at least quarterly and to keep the City informed of key alternatives being explored. The District will not execute any acquisition agreement, however, without the prior approval of the City. This last term will ensure that the interests of both the City and the District will be served by any final acquisition agreement.

General

Other Key terms include:

- Agreement to seek other opportunities to collaborate
- No fixed term – either party may terminate on 180 days notice
- Specific reservation of statutory authorities of either party

RECOMMENDATION

No action is required. Staff is seeking Council consensus to bring the proposed interlocal agreement with the Water District forward at a regular meeting for Council consideration

ATTACHMENTS

Attachment A – Proposed Interlocal Agreement Relating To Water Issues Within The City Of Shoreline

Attachment A

CITY OF SHORELINE AND SHORELINE WATER DISTRICT INTERLOCAL AGREEMENT RELATING TO WATER ISSUES WITHIN THE CITY OF SHORELINE

This Agreement is entered into between the City of Shoreline ("City") and Shoreline Water District ("District"), both municipal corporations of the State of Washington (referred to collectively in this Agreement as "the parties") in accordance with the Interlocal Cooperation Act (ch. 39.34, RCW).

Background

1. The City of Shoreline was incorporated in 1995, and operates as a general purpose government pursuant to RCW 35A.
2. Shoreline Water District was organized in 1931, and provides water service pursuant to RCW 57. The District serves citizens in the cities of Shoreline and Lake Forest Park.
3. The District provides water service to approximately 40 percent of the citizens of the City within the eastern portion of the City. The City of Seattle provides water service to the balance of the City's citizens in the western portion of the City (the "West-Side").
4. For some time, the City has been investigating and evaluating the alternatives for both short-term and long-term water service within the City. That evaluation included consideration of financial, technical, and engineering issues, and consultation with interested local and regional governments.
5. The City and District have determined that it is in the best interests of their citizens to enter into an Interlocal Agreement so that the City and the District can work cooperatively on a variety of matters involving water service and policies.
6. This Interlocal Agreement authorizes the creation of a Citizen Advisory Committee (CAC) as more fully described below. The committee will be staffed and supported by the District. The membership of the committee will be developed on a cooperative basis between the parties, and may vary depending on the issues before the Committee.
7. Nothing in this Interlocal Agreement infringes on the statutory and regulatory requirements applicable to the parties.

Agreement

1. **Citizens Advisory Committee (CAC).** The District will form a standing Citizens Advisory Committee to advise the District on key policy issues.
 - 1.1. **Timing:** The District shall form the CAC and it shall hold its first meeting within 6 months after the execution of this interlocal agreement and from time to time thereafter in accordance with the District's adopted policies and procedures.
 - 1.2. **Purpose:** The CAC shall advise the District regarding important policy issues including, but not limited to, long-term water supply alternatives, capital expenditures including the development and adoption of the District's Capital Improvement Program (CIP), system rates, and the use or disposition of District owned real property.

1.3. Membership: The CAC shall be composed of members appointed to serve according to the District's adopted policies and procedures. Provided, however, that there will always be at least one representative appointed by the City Council and the number of members selected from within Shoreline will be proportionate to the percentage of District customers within Shoreline.

1.4. Support: The CAC's activities will be supported by District staff and whenever necessary and appropriate, the District will select and compensate consultants (such as engineering, financial, technical, and legal) to further assist the CAC. In addition, the City and District may share the expense of consultants in a manner to be agreed to between the parties.

1.5. District Authority: The parties acknowledge that the setting of water rates, adoption of a CIP, and the making of other policy decisions that may be considered by the CAC are obligations of the District's Board of Commissioners. Before making these decisions, however, the Board will endeavor to consider the input of the CAC.

2. West-Side System. The City has determined that there may be capital improvements that should be made to the West-Side System, and has further determined that it is in the best interests of its citizens if the West-Side System is controlled by the citizens of the City. The District has determined that it may be in the best interests of its customers if the West-Side System is linked, in some manner, to the District's system. The District has the expertise and ability to investigate improvements for, and ownership of, the West-Side System. Accordingly, the City has requested, and the District has agreed, that the District take the following steps:

2.1. The District will initiate discussions with Seattle regarding the condition of, and potential future ownership of, the West-Side System. The method and manner of the discussions and negotiations with Seattle will depend on the issues, the expertise of the parties and any consultants, the time and opportunity for participation by the parties, and the desires of Seattle.

2.2. The District will keep the City Council and staff informed regarding its discussions with Seattle and the alternatives that are developed for future actions regarding the West-Side System. The District will provide an initial report to the City by January 31, 2002, and thereafter periodically, at least quarterly, report to the City regarding its progress with the West-Side System.

2.3. Whenever necessary and appropriate, the District will select and compensate consultants (such as engineering, financial, technical, and legal) to assist with its activities regarding the West-Side System. In addition, the City and District may share the expenses of the consultants in a manner to be agreed to between the parties.

2.4. The District will not enter into any agreement with Seattle Public Utilities regarding the acquisition of all or a portion of the West-Side System without the prior approval of the City.

3. Key Policy Decisions: The parties acknowledge that the City has a legitimate interest in policy issues that may come before the District's Board of Commissioners that will likely impact the future provision of water services throughout the City or impact the ability of

the City to efficiently implement its policy objectives. The parties also acknowledge that the District Board of Commissioners has sole authority and responsibility to make such decisions and to direct the operations of the Shoreline Water District. However, before the Board makes final decisions related to the issues listed below, District staff will brief the Shoreline City Council reasonably in advance and provide the City an opportunity to comment:

- 3.1. Disposition of District real property assets;
- 3.2. Policy or agreements relating to water supply;
- 3.3. Development of significant administrative capital facilities;
- 3.4. The acquisition, transfer, or other disposition of its service territory.

4. Staff Coordination. The parties are dedicated to providing service to their citizens in the most cost-effective and efficient manner. Accordingly, the parties will consult regarding cooperation in the use of staff and equipment.

5. Reporting & Periodic Review. The CAC established in accordance with Section 1, hereof, shall provide periodic reports to the elected officials of the parties and to the public, so that its performance and effectiveness can be monitored and evaluated. The parties shall consult together at periodic intervals regarding the implementation of this agreement to determine if any modifications or future actions are necessary.

6. General Provisions.

6.1. Effective Date. This Interlocal Agreement shall take effect upon approval by the Board of Commissioners and City Council and signature by the authorized representatives of each.

6.2. Term. This Interlocal Agreement shall remain in effect until 180 days after delivery of written notice of intent to terminate by either party.

6.3. Non-Acquisition of Ownership. Neither party shall by virtue of this Interlocal Agreement acquire any proprietary or governmental interest in the property of the other.

6.4. Third-Party Beneficiaries. There are no third-party beneficiaries to this agreement. No person or entity other than the parties shall have any rights under this agreement or any authority to enforce its provisions.

6.5. Applicable Law and Venue. The laws of the state of Washington govern this agreement. The venue for any legal proceedings arising under this agreement is King County Superior Court.

6.6. Filings. This agreement will be filed with the King County Office of Records and Elections, in accordance with RCW 39.34.040.

6.7. Notices and Other Communications. All notices and other forms of communications to be delivered under this agreement shall be delivered to the following:

City Manager
City of Shoreline
17544 Midvale Avenue North
Shoreline, Washington 98133-4921

District Manager
Shoreline Water District
1519 N.E. 177th Street
Shoreline, Washington 98155

CITY OF SHORELINE

By: _____
Mayor

Date: _____

Approved as to Form:

City Attorney

SHORELINE WATER DISTRICT

By: _____
President, Board of Commissioners

Date: _____

Approved as to Form:

District Attorney

Council Meeting Date: September 17, 2001

Agenda Item: 6(b)

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Status Update of the Design for the South Segment of the Interurban Trail Project
DEPARTMENT: Public Works
PRESENTED BY: William L. Conner, Public Works Department

PROBLEM/ISSUE STATEMENT: The purpose of this staff report is to provide Council with a status update at the 60% level of design for the south segment (N 145th to N 155th streets) of the Interurban Trail Project. On May 29 Council authorized a design contract for the south segment of the project and staff is requesting Council's suggestions to incorporate into the final design of the project. Seattle City Light (SCL) is currently reviewing the 60% plans for the project at this time.

ALTERNATIVES ANALYZED: Staff is requesting Council input on several items in order to continue with the design including:

- N 145th Street trailhead – As discussed previously a train station theme that is in a style reminiscent of the Interurban rail line (Attachments A, B & C)
- Furnishings for the project including benches, trash receptacles and bike racks – using unique versus parks standards (Attachment D)
- Project signage – Style and color options (Attachment E)

FINANCIAL IMPACT: The estimated total project budget contained in the 2001 – 2006 CIP is \$7.5 million dollars including a pedestrian bridge at N 155th Street estimated to cost \$3.4 million to design and construct. The City has received grants and other non-city sources of funding totaling \$3.3 million (\$.5 million toward design of the bridge and \$2.8 million toward the \$4.1 million estimated cost to design and construct the rest of the trail). All required funding is in place to construct the south segment.

RECOMMENDATION

No action is required at this time. Staff is requesting Council's concurrence with options for the final design of the south segment of the Interurban Trail Project.

Approved By: City Manager  City Attorney ____

INTRODUCTION

Staff has been working with the consultant, OTAK Inc. to design the south segment of the Interurban Trail Project. This design work is now at the 60% level. Staff is requesting Council's suggestions to include in the final design of the project.

BACKGROUND

The Interurban Trail Project is identified as Goal No. 3 of Council's 2000 - 2001 Work Plan. On May 29, 2001, Council approved a design services contract to design the south segment of the Interurban Trail Project. In addition, Council adopted the Interurban right of way use agreement with Seattle City Light on August 20, 2001.

DISCUSSION

Staff is requesting Council input on several items in order to continue with the design. These items are:

- N 145th Street trailhead – (Attachments A, B & C) The proposed design motif, as discussed previously, is a train station theme that is in a style reminiscent of the Interurban rail line. A kiosk designed to resemble the original stop for the Interurban will be a major feature of the trailhead. Special paving consisting of textured and colored concrete along with native landscaping will also be incorporated into the trailhead site. The trailhead will incorporate the Westminster Triangle Community Garden.
- Furnishings for the project including benches, trash receptacles and bike racks – (Attachment D) Staff is recommending using a unique furnishing set with a neo-classical motif to reflect the timeless use of the Interurban instead of the standard City park fixtures. Staff has reviewed this recommendation with Parks, Recreation, and Cultural Services department staff who will be maintaining the trail and its fixtures and they support this recommendation. These furnishings will be metal instead of the wood furnishings contained in the park standards. The wood furnishings in the Park Standards do not complement the historic motif as strongly as the unique set of furnishings that are being recommended by staff. The benches would contain a center armrest to discourage people from sleeping on them.
- Project signage – (Attachment E) Staff is presenting three style and color options for the trailhead kiosk signage. Staff has no recommendation regarding signage selection.
- **Environmental Review**

The project is currently progressing through the environment approval process through the Washington State Department of Transportation.

- **Stake Holder Meetings**

Staff has held public meetings to obtain input on the above items and received comments including:

- *Install maintainable landscaping emphasizing native plants* – Per the SCL agreement only a minimal amount of landscaping will be provided by the project. Trees are not permitted by the agreement and the proposed landscaping consists of low native drought tolerant plants requiring a minimal amount of maintenance.
- *Concerns about Impacts to other Non SCL users, especially adjacent businesses* – Staff has met with two parties regarding impacts to their current use within the south segment of the trail. The Westminster triangle community garden will be incorporated into the trailhead improvements. A second party uses an access along the SCL right-of-way to move his hobby automobiles in and out of his property. Staff is currently working out details to accommodate this use as part of the design.
- *Provide sufficient parking at trailheads* – Westminster neighborhood residents, especially those residing close to the trailhead, expressed concerns about parking from trail users impacting their neighborhood. To address this concern, parking has been designed into the trailhead. Additional parking can be provided at a future date if needed to accommodate more users.
- *Privacy concerns of adjacent property owners* – Some property owners expressed concerns about removal of existing vegetation along their properties, even invasive species such as blackberry, resulting in a loss of privacy. Staff is working to minimize or eliminate any removal of vegetation that could reduce privacy.

- **Design Status**

The design work for the south segment of the Interurban Trail Project is 60% complete and currently under Seattle City Light (SCL) review per the use agreement. The use agreement requires SCL review and approval of the 30%, 60% and 100% design plans for the project with a 45-day maximum period for each review. This review process may impact the design significantly, but there is no indication that this will be the case at this point. Staff will provide Council with any additional information regarding SCL's review available by the Sept. 17th workshop.

- **Trail Alignment**

The trail alignment in this segment has been preliminarily determined through previous work with SCL to avoid conflict with future uses and to minimize the possibility of future relocation of trail sections. SCL needs for access to maintain and install future overhead electric transmission facilities limit the options for the trail alignment.

- **Landscaping**

Landscaping for the project will include low growing native drought tolerant plants. (Attachment F) The SCL agreement also limits the types and amount of landscaping in the SCL right of way including trees.

- **Aurora Avenue Coordination**

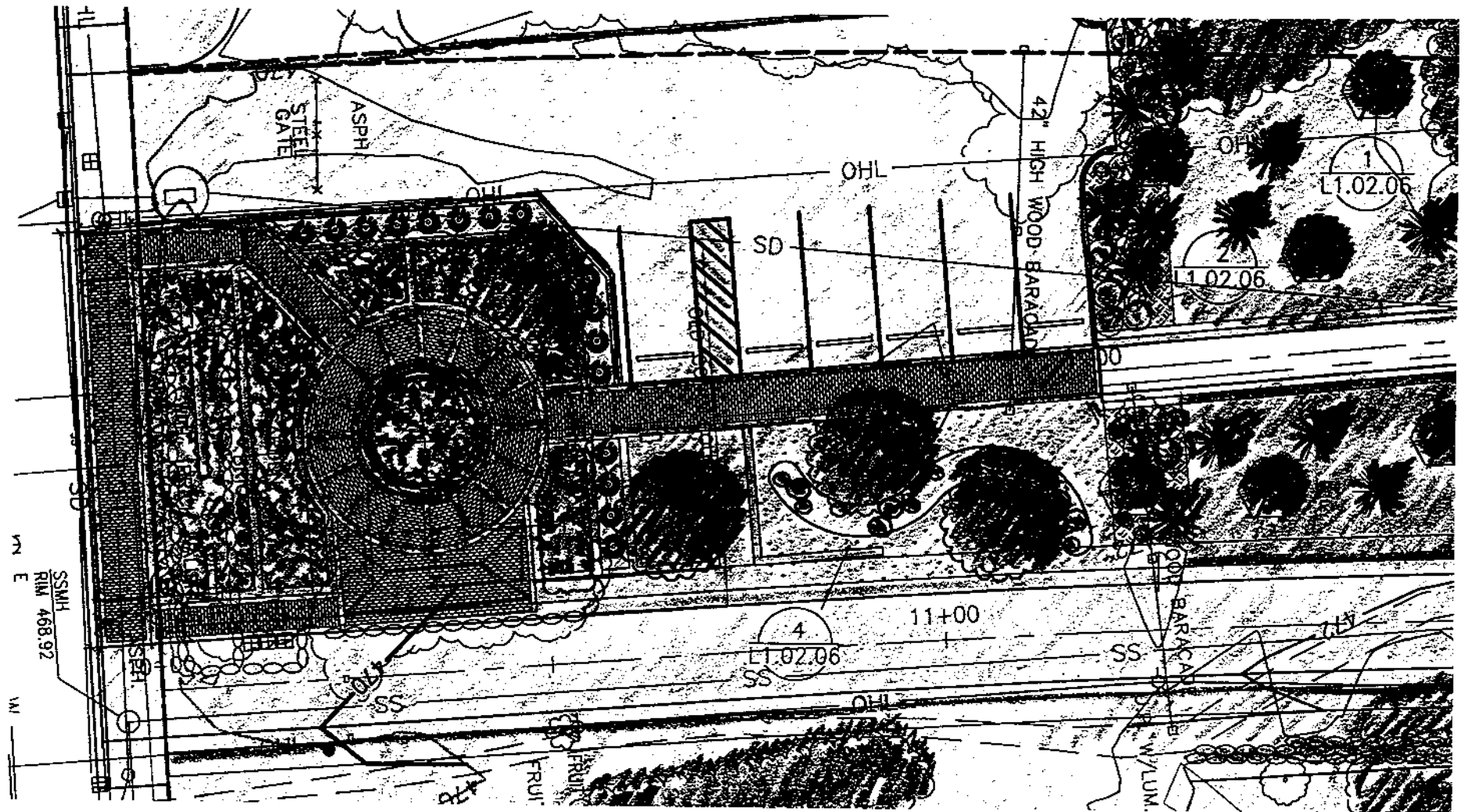
The design of the Interurban Trail Project will necessarily interact with that of the Aurora Corridor project in a number of key areas. The 155TH crossing and the Shoreline Central Sub-area are two examples of this interaction. There are a number of staff members involved in the design process of both projects and, while the designs are expected to include distinct elements, coordination of those designs to avoid a discordant appearance where they meet is a key objective.

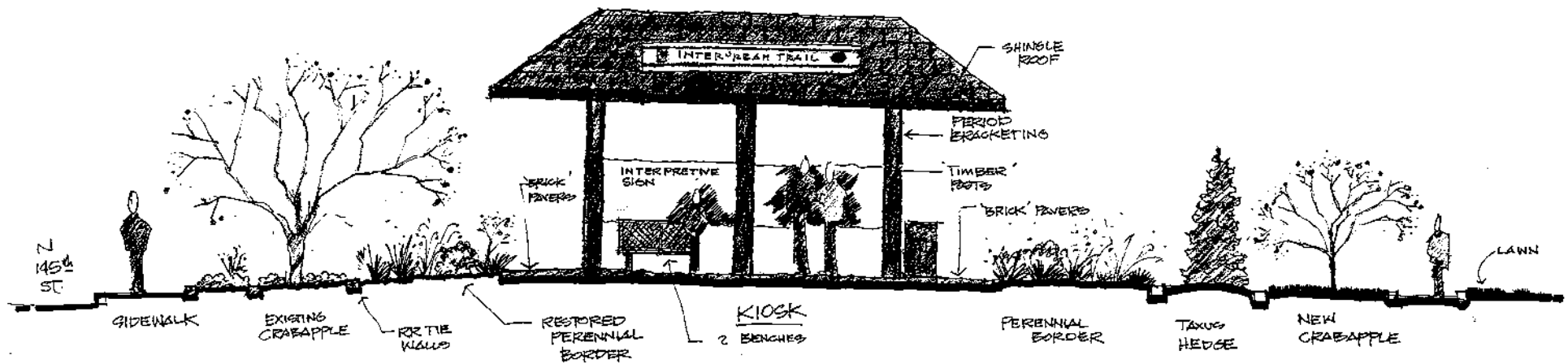
RECOMMENDATION

No action is required at this time. Staff is requesting Council's concurrence with options for the final design of the south segment of the Interurban Trail Project.

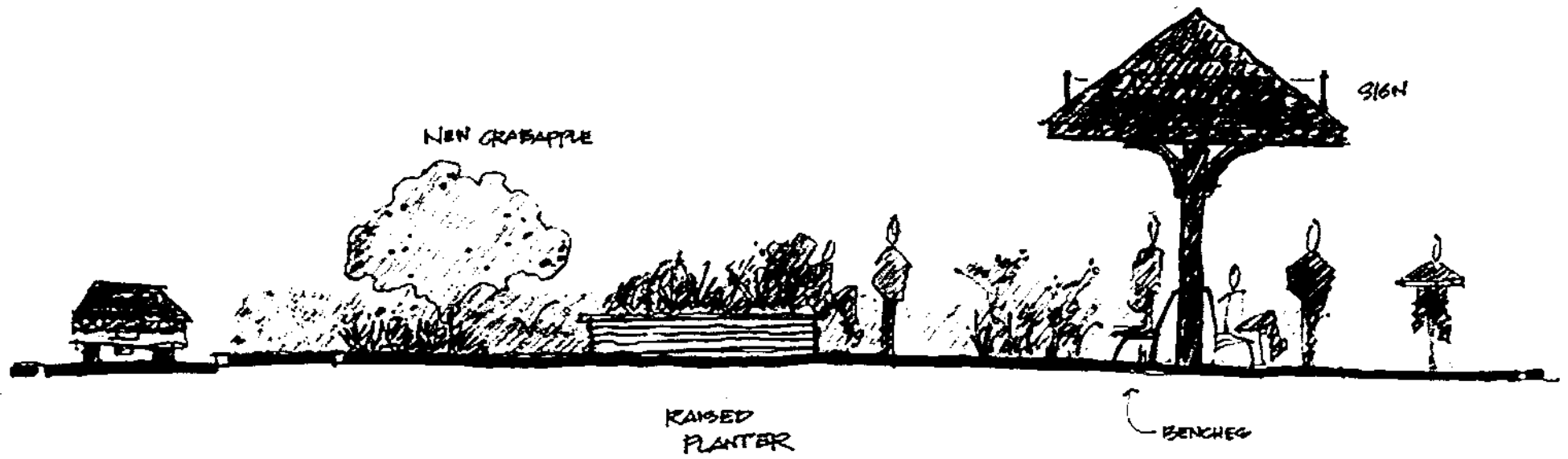
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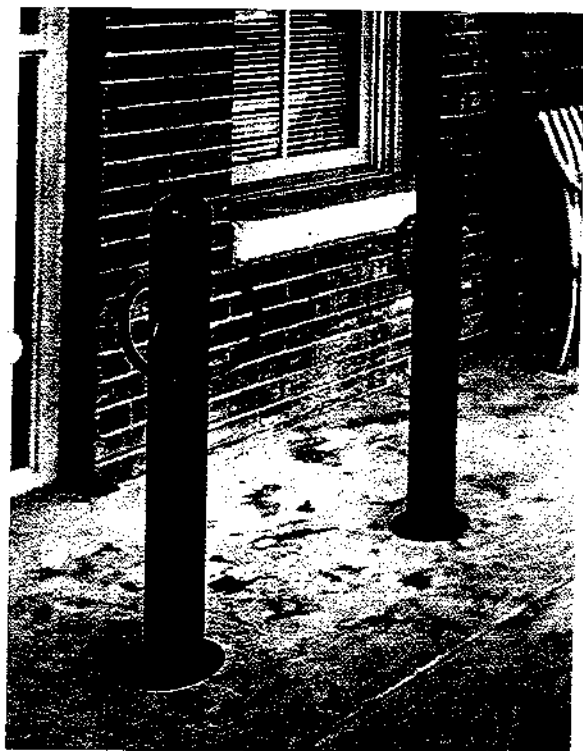
- Attachment A – N 145th Street Trailhead Top View
- Attachment B – N. 145th Street Trailhead Side View
- Attachment C – N. 145th Street Trailhead Side View
- Attachment D – Furnishings
- Attachment E – Signs
- Attachment F – Typical Landscaping





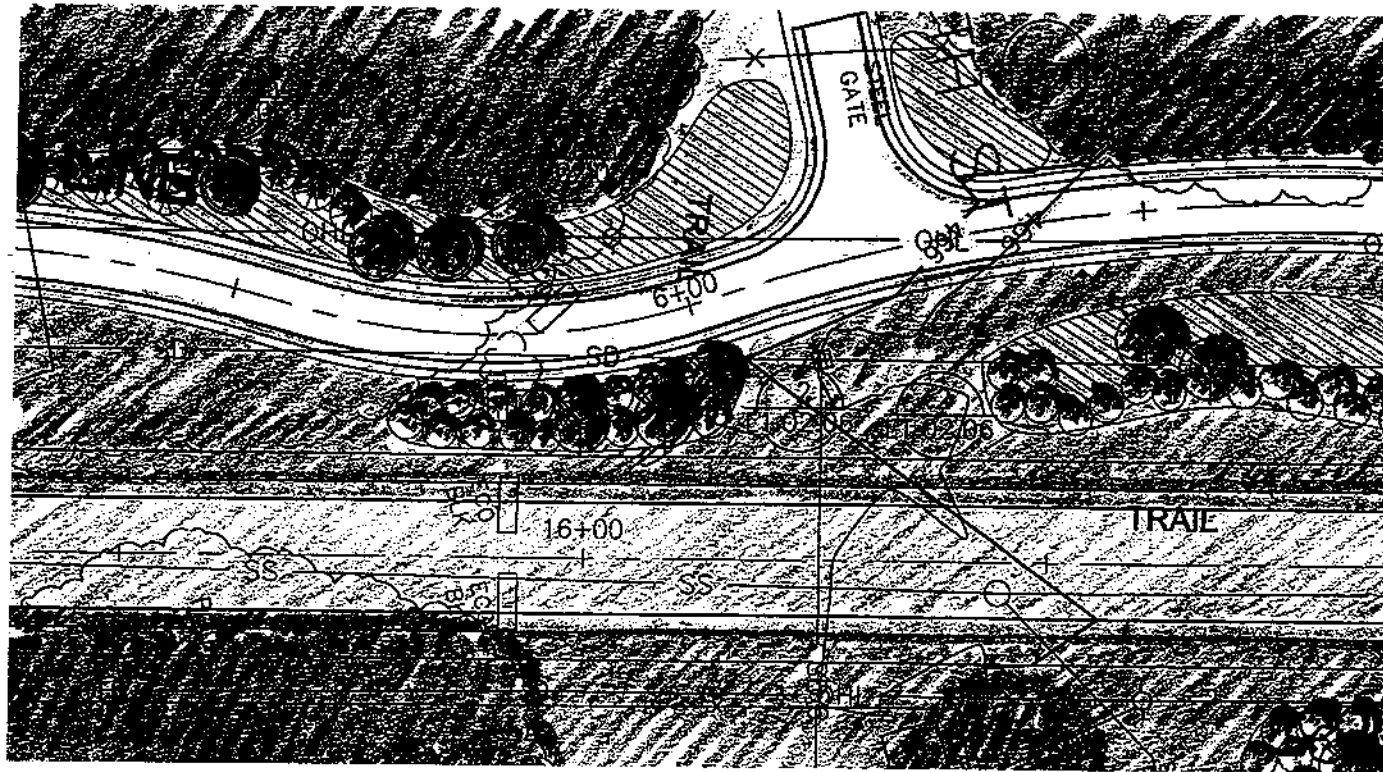
Section of Westminster Community Garden at N. 145th Street Trailhead







Typical Landscaping along Interurban Trail



Botanical Name	Common Name
Trees	
<i>Acer Circinatum</i>	Vine Maple
<i>Malus Prairefire</i>	Prairefire
	Crabapple
<i>Sorbus Sitchensis</i>	Sitka Mountain Ash
Shrubs	
<i>Amelanchier Alnifolia</i>	Saskatoon
	Serviceberry
<i>Ceanothus Gloriosus</i>	Point Reyes
	Ceanothus
<i>Holodiscus discolor</i>	Ocean Spray
<i>Philadelphus lewisii</i>	Mock Orange
<i>Mahonia aquifolium</i>	Oregon Grape
<i>Pinus Mugo</i>	Mugo Pine
<i>Ribes Sanguineum</i>	Red Flowering Currant
<i>Rosa Nutkana</i>	Nootka Rose
<i>Symphoricarpos Albus</i>	Snowberry
<i>Taxus Baccata</i>	Irish Yew
<i>'Fastigiata'</i>	
<i>Vaccinium Ovatum</i>	Evergreen Huckleberry
Groundcover	
<i>Arctostaphylos uva-ursi</i>	Bearberry
<i>Gaultheria Shallon</i>	Satal